AGENDA

Jim Miller, *Mayor*
Stephen Willden, *Mayor Pro Tem*
Shellie Baertsch, *Council Member*
Michael McOmber, *Council Member*
Bud Poduska, *Council Member*
Chris Porter, *Council Member*

CITY COUNCIL MEETING
Tuesday, August 16, 2016
7:00 P.M.
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Public Input – This time has been set aside for the public to express ideas, concerns, and comments.

POLICY ITEMS:

REPORTS:

1. Mayor.
2. City Council.
3. Administration Communication with Council.
4. Staff Updates: Inquiries, Applications, and Approvals.

PUBLIC HEARINGS:

1. Mt. Saratoga – Rezone, General Plan Amendment, Community Plan, and Master Development Agreement; Ordinance 16-15 (8-16-16), Ordinance 16-16 (8-16-16).
2. Code Amendments, Sections 19.04, 19.05, 19.06, 19.09, 19.12, 19.15, 19.16, 19.18 and 19.19, Ordinance 16-17 (8-16-16).

ACTION ITEMS:

1. Final Budget Document.
2. Lake View Terrace – Fence Variations, Harvest Hills Quad Lots.
3. Madison Meadows – Lot Split Subdivision Exception.
4. Sudweeks Construction, LLC Real Estate Purchase Contract.
5. Utah Fallen Heroes Day, R16-46 (8-16-16).
6. Settlement Agreement and Development Agreement; Ordinance 16-18 (8-16-16) – Hadco Construction.

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.
The order of the agenda items is subject to change by order of the Mayor.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 766-9793 at least one day prior to the meeting.

7. Water Bond Parameters, R16-47 (8-16-16).
   Consideration for Adoption of a Resolution of the City Council of the City of Saratoga Springs, Utah, Authorizing the Issuance and Sale of Not More Than $13,000,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2016, and Related Matters

APPROVAL OF MINUTES:

1. July 12, 2016.
2. July 19, 2016.

CLOSED SESSION:

Motion to enter into closed session for any of the following: purchase, exchange, or lease of real property; discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual.

ADJOURNMENT

.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Rezone, General Plan Amendment, Community Plan, Master Development Agreement
Mt. Saratoga
Tuesday, August 16, 2016
Public Hearing

Report Date:	Tuesday, August 9, 2016
Applicant:	Edge Homes, LLC
Owners:	DCP Saratoga LLC, Capital Security Mortgage, Jan Wilkins, Mt Saratoga LLC
Location:	~1200-1900 West, between Pony Express Parkway and SR 73
Major Street Access:	State Road 73, Pony Express Parkway
Parcel Number(s) & Size:	Size: ~688 acres 580330243, 580330329, 580330208, 580330328, 580330288, 580340442, 580340289, 580340347, 580340312, 580340313, 580340360, 580340441, 580340359, 580340355, 580340372, 580340333, 580340357, 580340323, 580340324, 580340340, 580340341, 580340230
Parcel Zoning:	R-3
Adjacent Zoning:	R-3, RR, RA-5
Current Use of Parcel:	Vacant
Adjacent Uses:	Residential, Agricultural, undeveloped
Previous Meetings:	PC Work Session 1/14/16 CC Work Session 2/2/16 PC Public Hearing 7/2/16
Previous Approvals:	None
Land Use Authority:	City Council
Type of Action:	Legislative
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC). They are also requesting approval of a Community Plan (CP) and Master Development Agreement (MDA) to master plan approximately 688 acres of property for residential and commercial uses. The CP lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council

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meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization.

Recommendation:

Staff recommends that the City Council conduct a public hearing on the applications, take public comment, review and discuss the proposal, and choose from the options in Section I of this report. Options include approval with conditions, continuing the item for additional information, or denial.

B. **Background:** The property is currently zoned R-3, Low Density Residential and was previously approved to be developed as a Planned Unit Development (PUD). The previous Master Development Agreement was approved in 2004 and was valid for 8 years, expiring on January 28, 2012. In 2008, an application was received to revise the approved MDA, but did not progress due to market conditions at that time. In 2013, changes were made to the Land Development Code to prevent the PUD from being used for future development.

The subject property is a hillside area with sensitive lands and slopes greater than 30 percent. The applicant would like to cluster housing types and preserve sensitive lands and that type of flexibility is now offered in the Planned Community District Zoning. The proposed MDA is intended to reinstate and amend the MDA that expired in 2012.

The Planning Commission held a work session on January 14, 2016 and the City Council held a work session on February 2, 2016. Minutes from those meetings are attached.

Based on the feedback received at these work sessions the applicant has reduced the proposed number of units from 2,649 to 2,553 and added two-family and three-family units to reduce the number of multi-family units. Two-family and three-family units were not included in the referendum.

C. **Specific Request:**
The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space as shown in the Community Plan and summarized below:

Total acres: 687.93
Community Commercial acreage: 7.50
Residential/Civic acreage: 445.45
Open space acreage: 234.98 (34.2% of overall acreage)
Residential units: 2,553

Density is based on the overall project area minus the commercial acreage which results in 2,553 units within 680.43 acres and equates to 3.75 units per acre. Product type is broken down as follows:

Single family units: 988 (39%)

Single family units in flex neighborhoods: 285 minimum (11%)
Two and three family units in flex neighborhoods: 284 maximum (11%)
Multi-family units: 996 (39%)

The applicant is requesting approval of a rezone from R-3 to PC and a general plan amendment from Low Density Residential to Planned Community. They are also requesting approval of the proposed Community Plan and Master Development Agreement.

A brief outline of items in the CP that the City Council may wish to discuss further include, but are not limited to the following:

- The Community Plan includes some street designs for hillside areas that have been reviewed by the Development Review Committee (DRC) and the Fire Chief. These include a 2000' block length and a 750' cul-de-sac in hillside areas as identified in the CP. Staff has reviewed these and finds them acceptable in limited hillside locations as identified in the CP in order to avoid vast cuts in the hillside.
- A 63' cross section is proposed for a portion of Talus Ridge Blvd that is adjacent to an area with 30% slopes. This results in a sidewalk adjacent to the homes, but not adjacent to the steep slopes. The DRC has reviewed this request and finds it acceptable, a sidewalk that is not abutting homes would not see any snow removal or the City would be responsible.
- The Design Guidelines outline proposed lot sizes, setbacks, architectural styles, etc.
- The Design Guidelines specify two categories for multi-family, but it is not clear in which situations these would be applied. It is most likely for attached versus stacked units.
- Hillside standards are included in the CP; staff would like to propose these standards city-wide for hillside developments and a Code Amendment is anticipated to do so.
- There are some 30% slopes shown in the CP that are proposed to be graded subject to further review under future applications. These areas included manmade areas, a portion of a drainage channel and areas one-half acre or smaller.
- The applicant is requesting a waiver to the 20' buffer strip in some locations as outlined later in this report.
- Phasing of open space and amenities is proposed and outlined in the CP.
- Open space proposals are included and match the pending open space ordinance; the proposed points exceed the requirements of the pending open space ordinance.
- The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer
- The applicant is asking that the City maintain the park strips along the arterial and collector in locations where no lots front the street.
- The applicant is asking for impact fee credits for the 205 acre community park.

D. Process:

General Plan Amendment and Rezone
Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment; first is a formal review of the request by the Planning Commission in a public

hearing, with a recommendation forwarded to the City Council. The City Council then holds a public hearing and is the land use authority.

Community Plan
Section 19.26 of the Code describes development in the PC zone:

(a) For a large-scale planned community district, an overall governing document is first approved, known as the District Area Plan (Section 19.26.13).
    - *The property does not exceed 2000 acres, therefore no DAP is required.*

(b) A Community Plan is then proposed and approved (Sections 19.26.03-19.26.08). The Community Plan lays out the more specific guidelines for a sub-district within the DAP.
    - *The applicant has proposed a Community Plan for the entire property, which plan contains proposed guidelines for the property.*

(c) Following and / or concurrently with the Community Plan, a Village Plan is proposed and approved (Sections 19.26.09 – 19.26.10). The Village Plan is the final stage in the Planned Community process before preliminary and final plats, addressing such details specific to the sub-phase as open space, road networks, and lots for a sub-phase of the Community Plan.
    - *The applicants are not yet proposing their first Village Plan(s); such plan(s) will come at a later date and be reviewed according to 19.26 of the Code and also according to the standards in any approved Community Plan.*

The approval process for the Community Plan includes:
1. A public hearing and recommendation by the Planning Commission *(held July 28, 2016).*
2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which addresses Code amendments / rezones and requires hearings with the Council.)

The Community Plan and MDA will vest the property in terms of density and general configuration and overarching themes and standards, however future approvals of Village Plans and subdivision plats will be required prior to beginning construction. Both of these approvals require Planning Commission and City Council review, and will provide the public additional opportunities to review the plans and provide input as specific subdivision layouts and phasing plans are proposed and finalized.

E. **Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notices sent to all property owners within 300 feet. During the public hearing for ABC Great Beginnings Rezone, one member of the public commented on the proposed density as it relates to Proposition 6. At the July 28, 2016 public hearing with the Planning Commission members of the public commented and voiced concerns; minutes from that meeting are attached.

G. General Plan: The applicant is requesting a general plan amendment from Low Density Residential to Planned Community.

Land Use Designation

The applicant is requesting approval of a rezone and General Plan Amendment to designate the property as Planned Community. The Planned Community Land Use Designation is described in the General Plan below:

> 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 property exceeds 500 acres in size, and thus qualifies for consideration under the PC zone and designation. The proposal includes a Community Plan that contains regulations for the development of the property.

Staff analysis: if the rezone and GP amendment are approved the CP and MDA will be consistent with the Planned Community Land Use Designation.

Density

The proposed density is 3.75 units per acre. The Planned Community Zone does not identify a specific density; densities are approved and managed by the governing Community Plan.

Proposition 6

Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. Multi-family is limited to a maximum of 27%; the specific language is as follows:

(a) require 73% of the dwelling units to be single family, detached housing;
(b) limit single family units with a common wall and single story to no more than 11% of the dwelling units in the City;
(c) limit multi-family, single story units to no more than 7% of the total dwelling units;
(d) limit multi-family units with two stories to no more than 11 % of the dwelling units; and
(e) limit multi-family units with more than two stories to no more than 2% of the dwelling units.

On July 21, 2016, staff updated the review of housing types. Based on the recorded developments, ~79.91% of the recorded lots/units are single family detached units; ~9.58% are multi-family two stories; ~8.93% are multi-family more than two stories. While (d) and (e) above have been exceeded, the overall count for multi-family does not exceed 27%.

The proposed community plan specifies that 39% of the units are intended to be multi-family, with the remainder in single family and flex neighborhoods (single, two, and three-family units). The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected and would fall under (d) and (e) above. While the limit in the General Plan for these unit types has been exceeded, the Planning Commission and City Council may consider permitting them, in this case, for several reasons:

- The General Plan is advisory, and with a finding of good cause, the Land Use Authority may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of hillside areas and sensitive lands, large-scale infrastructure, and vast amounts of open space and an amenities schedule that exceeds the expectations of the pending open space ordinance.
- The items outlined below result in a unique project that does not exceed an overall density of 3.75 units per acre.
- The proposed CP includes major infrastructure including, but not limited to, a collector road connecting SR73 and Pony Express Parkway, improvements on arterial roadways, a water tank, a secondary water pond, storm drain and sewer infrastructure as outlined in the CP.
- The proposed CP includes 234.98 acres of open space (34.2% of overall acreage) and over 11 miles of trails; of which ~205 acres is proposed to be public open space and includes ~30 acres of improved open space.
- An amenities schedule to accommodate the needs of the projected population.
- The MDA is intended to modify and extend the MDA that was approved in 2004. The 2004 MDA included 524 Multi-family units.
- An application to amend the 2004 MDA was submitted in 2008, prior to Proposition 6, which was not fully processed and remained open and active. That application included a request for 574 multi-family units.
- The previous applications were PUD's which are no longer allowed by Code.
- The CP and MDA codify an application that was submitted prior to Proposition 6 (in 2008), which application also included multi-family units.
- Within the project ~70 acres out of ~688 acres is indicated for multi-family units; this is ~10% of the land area within the project.
- The majority of the project acreage will be open space, single-family, two- family, and three-family units consistent with the intent of the Proposition.

Staff analysis: consistent. The Land Use Authority may consider a proposal that exceeds the limits of the general plan if good cause is found. The CP contains proposals that will be a public benefit including preservation of hillside areas and sensitive lands, large-scale infrastructure, ~32% open space, and an amenities schedule that exceeds the expectations of the pending open space ordinance. ~205 acres are proposed to be public open space; including ~11 miles of trails and ~30 acres of open space to be improved by the developer. The majority of the project acreage is proposed for open space, single-family, two-family, and three-family development and is

consistent with the intent of Proposition 6. Therefore, if the General Plan is amended then the MDA and CP will be generally consistent with the General Plan.

H. Code Criteria:

<u>Rezone and General Plan Amendments</u>
Rezones and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests. Therefore, the Code criteria below are provided as guidelines, and are not binding requirements.

Section 19.17.04 outlines the requirements for both a Rezone and a General Plan Amendment, and states:

> The City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendments:
>
> 1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
>
> ***Consistent.*** *The application conforms to the Planned Community category identified in the General Plan.*
>
> 2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
>
> ***Consistent.*** *The CP outlines that multi-family neighborhoods are located near the major roadways as to limit the impacts on single-family and flex neighborhoods. The project includes arterial roadways, the extension of Talus Ridge Blvd, per the City's Transportation Master Plan, major infrastructure and ~32% open space including ~11 miles of trails and ~30 acres of developed park space. Guidelines are included for ridgeline development to minimize the visual impact from other locations in the City and design standards are included. Village Plans have not yet been submitted and will allow for a more detailed review of each neighborhood.*
>
> 3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
>
> ***Consistent.*** *The application is consistent with the expired approval in that the R-3 PUD designation allowed for a maximum of 4 units per acre; the CP proposes 3.75 units per acre. The Planned Community zone is intended for projects over 500 acres and allows flexibility and clustering that is not currently described in any other zone. The Planned Community designation is characterized by a mixture of land uses and housing types.*
>
> 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. *The applicant is keeping an overall density of 3.75 units per acre, only placing higher densities on a small portion of the property (~10%); this density is the result of preserving ~32% of the project area as open space. The CP also includes an amenities package that exceeds the requirements of the pending open space ordinance and includes ridgeline development guidelines, design guidelines, theming, and large scale infrastructure and roadway improvements.*

<u>Community Plan</u>

Section 19.26.06 – Guiding Standards of Community Plans
The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.

   Staff finding: complies. *The Community Plan contains general densities and locations, capped at an overall maximum density.*

2. Equivalent Residential Unit Transfers.

   Staff finding: complies. *The Community Plan contains a maximum of 2,553 units, and a provision for density to be transferred between Village Plans within the development area. The proposed transfers include a 20% limitations as allowed by Title 19.26.*

3. Development Standards. Guiding development standards shall be established in the Community Plan.

   Staff finding: complies. *The Community Plan contains standards and regulations to govern the development within future Village Plans and then subdivision plats and site plans. The majority of the project will be subject to the standards in the Development Code, with some items such as density, lot size, setbacks, and architecture governed more specifically in the Community Plan.*

4. Open Space Requirements.

   Staff finding: complies. *The Code requires 30% of the project to be placed in protected open space. The applicant is proposing a plan that meets this requirement, per the proposed Community Plan definitions of allowable open space and in accordance with the limitations in Section 19.26 of the Code.*

5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
   a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.

b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

Staff finding: up for discussion. *Much of the plan complies, and in portions the applicants have requested a waiver to this requirement (see page 20, Exhibit 2). The waiver is requested where single family lots are proposed adjacent to the periphery.*

19.26.07 – Contents of Community Plans

The items summarized below are required to be part of a Community Plan:

1. Legal Description. ***Provided***
2. Use Map. ***Provided***
3. Buildout Allocation. ***Provided***
4. Open Space Plan. ***Provided***
5. Guiding Principles. ***Provided***
5. Utility Capacities. ***Provided – see Engineering staff report***
6. Conceptual Plans. Other elements as appropriate - conceptual grading, wildlife mitigation, open space management, hazardous materials remediation, fire protection. ***Provided.***
8. Additional Elements.
    a. responses to existing physical characteristics of the site ***Provided***
    b. findings statement ***Provided***
    c. environmental issues ***Basic information provided***
    d. means to ensure compliance with standards in Community Plan ***Provided***
9. Application and Fees. ***Provided***

19.26.05 – Adoption and Amendment of Community Plans

The criteria for adoption of a Community Plan are below:

a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;

Staff finding: consistent. *See Section G of this report.*

b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;

Staff finding: complies. *The General Plan does not identify ERUs or square footage for the Planned Community designation, and the overall density proposed carries forward the allowable range under the existing Low Density Residential PUD land use. Square footages of commercial development will be guided by the pending Community Commercial zone.*

c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;

Staff finding: up for discussion. *The proposed standards will guide the development and will permit the proposed densities and maintain quality of design (see Design Guidelines, pg. 51-53 of CP). During the work sessions the PC and CC had concerns with the proposed minimum lot size of 2,500 square feet and suggested more variety. The minimum lot sizes now range from 3,500 to 5,000 square feet with an indication that "more appropriate site specific standards will be established at the Village Plan level".*

d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;

Staff finding: up for discussion. *Village 5 Neighborhood 3 is proposed for multi-family development and is adjacent to an existing Rural Residential development. However, there is a 100' wide powerline corridor between these developments and the CP includes standards for ridgeline development. The other two multi-family developments are not adjacent to existing development and are located with direct access to an arterial roadway.*

e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;

Staff finding: pending. *The applicants are working with engineering to ensure that adequate infrastructure can be provided, and identifying appropriate mitigation as necessary. The impacts of City-wide growth on public safety are evaluated by the City Council on an annual basis to determine staffing needs.*

f. is consistent with the guiding standards listed in Section 19.26.06; and

Staff finding: up for discussion. *The application complies with standards 1-4, however the project is requesting a partial exemption from standard 5 as outlined on page 8 of this report (this is regarding the 20' periphery setback).*

g. contains the required elements as dictated in Section 19.26.07.

Staff finding: complies. *The application contains the required items.*

<u>Master Development Agreement</u>

Section 19.26.11 requires a Master Development Agreement, subject to the legislative discretion of the City Council. Approval shall generally conform to and include by reference, if appropriate, the requirements found in Section 19.13.06 (now 19.13.07), except for the plat, site plan, and CCR's or elevations are not required until later.

19.13.07(2) outlines the requirements for the contents of an MDA. The proposed MDA includes the required contents listed in this section; except that bond documents are not practical at this

particular stage of development and will be required with each preliminary plat. If the City Council adds requirements, the MDA will be updated to include those requirements.

I. Recommendation and Alternatives:

Staff recommends that the City Council discuss the applications and choose from the options below.

OPTION 1: APPROVAL WITH CONDITIONS
(Separate motions are provided for the Rezone and GPA and for the CP and MDA)

Motion for Rezone and General Plan Amendment:
"Based upon the information and discussion tonight, I move to approve the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community (PC) for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:"

Findings

1. The Rezone and General Plan Amendment will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report, which section is hereby incorporated by reference.
2. The Rezone and General Plan Amendment are consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

1. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
2. Any other conditions added by the City Council: _____
   _____

Motion for Community Plan and Master Development Agreement:
"Based upon the information and discussion tonight, I move to approve the Community Plan and Master Development Agreement for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:"

Findings

1. The Community Plan and Master Development Agreement are consistent with the General Plan, as articulated in Section G of the staff report, which section is hereby incorporated by reference.
2. The Community Plan and Master Development Agreement are consistent with the Land Development Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. All other Code requirements shall be met.
3. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
4. Any other conditions articulated by the City Council: _____
   _____

OPTION 2: CONTINUANCE

The City Council may choose to continue the application. "I move to **continue** the [Rezone, General Plan Amendment, Community Plan, MDA] for Mt. Saratoga to the [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

OPTION 3: NEGATIVE RECOMMENDATION

The City Council may choose to forward a negative recommendation:

"Based upon the information and discussion tonight, I move to **deny** the Rezone, General Plan Amendment, Community Plan, and Master Development Agreement for the Mt. Saratoga project, based on the Findings below:

1. The applications are not consistent with the General Plan, as articulated by the City Council: _____, and/or
2. The applications do not comply with Section 19.17.04 of the Development Code, as articulated by the City Council: _____, and/or
3. The applications do not further the general welfare of the residents of the City, as articulated by the City Council: _____.

"I also move to deny the Mt. Saratoga Community Plan and MDA based on the Findings below:

1. The applications are not consistent with the General Plan, as the current designation is Low Density Residential and not Planned Community.
2. The applications do not comply with Section 19.04 of the Development Code, regarding Land Use Zones, specifically:
   a. the request exceeds the allowed density in the R-3 zone.
   b. there are proposed uses that are not allowed in the R-3 zone; and
   c. setbacks, lot widths, lot sizes, and other development standards are not consistent with the R-3 zone; and
   d. Community Plans are not permitted in the R-3 zone.

3. The MT Saratoga Community Plan and MDA do not further the general welfare of the residents of the City, as articulated by the City Council: _____

J. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. General Plan Map
4. PC Work Session Minutes 1/14/16
5. CC Work Session Minutes 2/2/16
6. PC Minutes 7/28/16
7. Proposed Community Plan
8. Master Development Agreement

City Council
Staff Report

Author: Gordon Miner, City Engineer
Subject: Mount Saratoga
Date: August 8, 2016
Type of Item: Community Plan, General Plan Amendment & Rezone, Master Development Agreement

Description:

A. Topic: The Applicant has submitted Community Plan, General Plan Amendment, and Master Development Agreement applications. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Steve Maddox – Edge Homes*
Request:	*Community Plan Approval, General Plan Amendment & Rezone Approval, and Master Development Agreement Approval*
Location:	*482 W 800 N*
Acreage:	*687.93 acres – 2,553 Units*

C. Recommendation: Staff recommends the approval of the Community Plan, General Plan Amendment & Rezone, and Master Development Agreement subject to the following conditions:

D. Conditions:

A. Page 29 of the Community Plan – The number of connections shown in the table is greater than the number assumed in the master plan.

B. Page 31 of the Community Plan – Show the existing 16-inch pipeline on the east side

C. 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.

D. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.

E. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

F. Submit easements for all off-site utilities not located in the public right-of-way.

G. Developer is required to ensure that there are no adverse effects to future homeowners due to the grading practices employed during construction of these plats.

H. 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.

I. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.

J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.

K. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

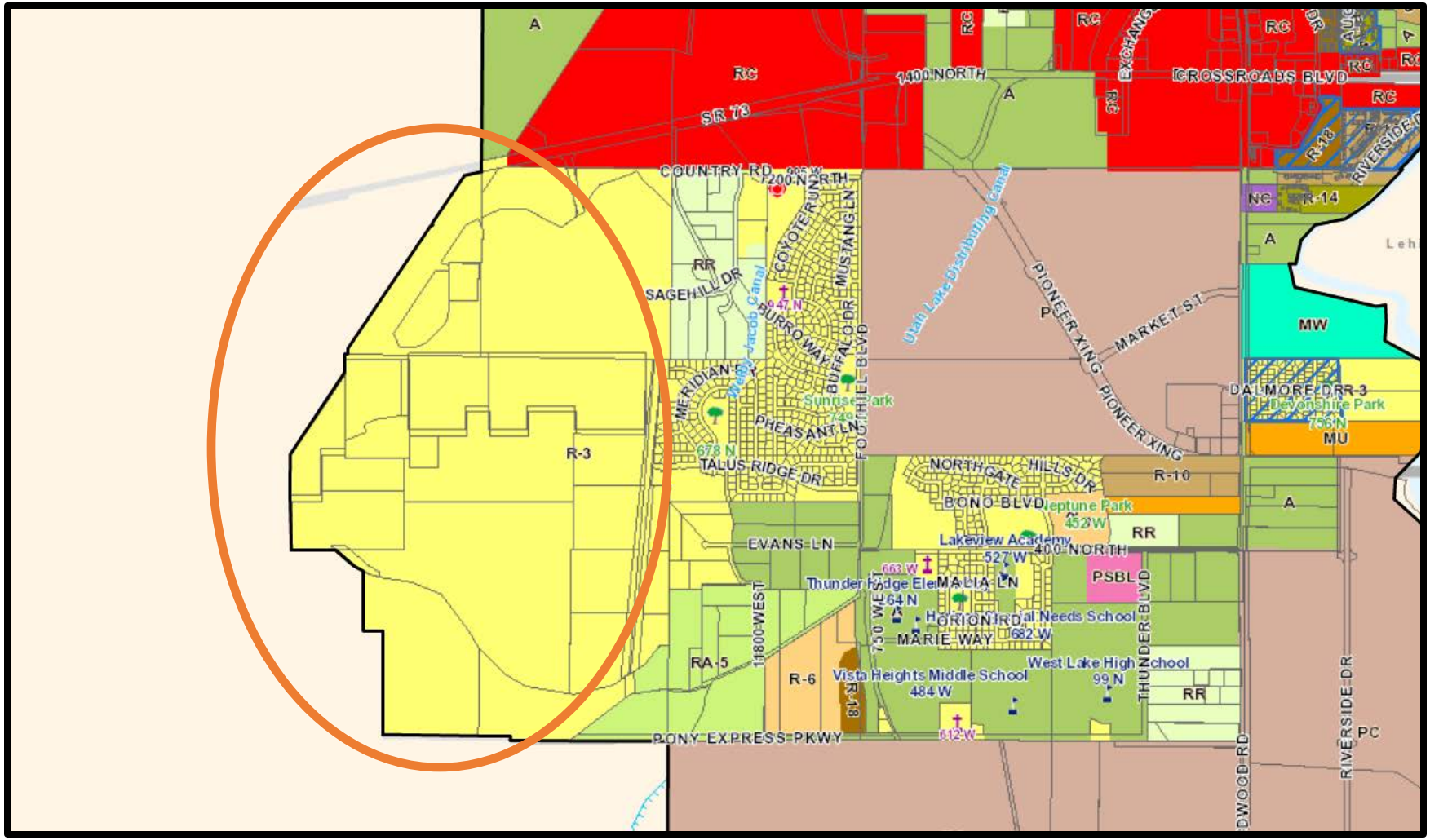
L. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.

M. 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.

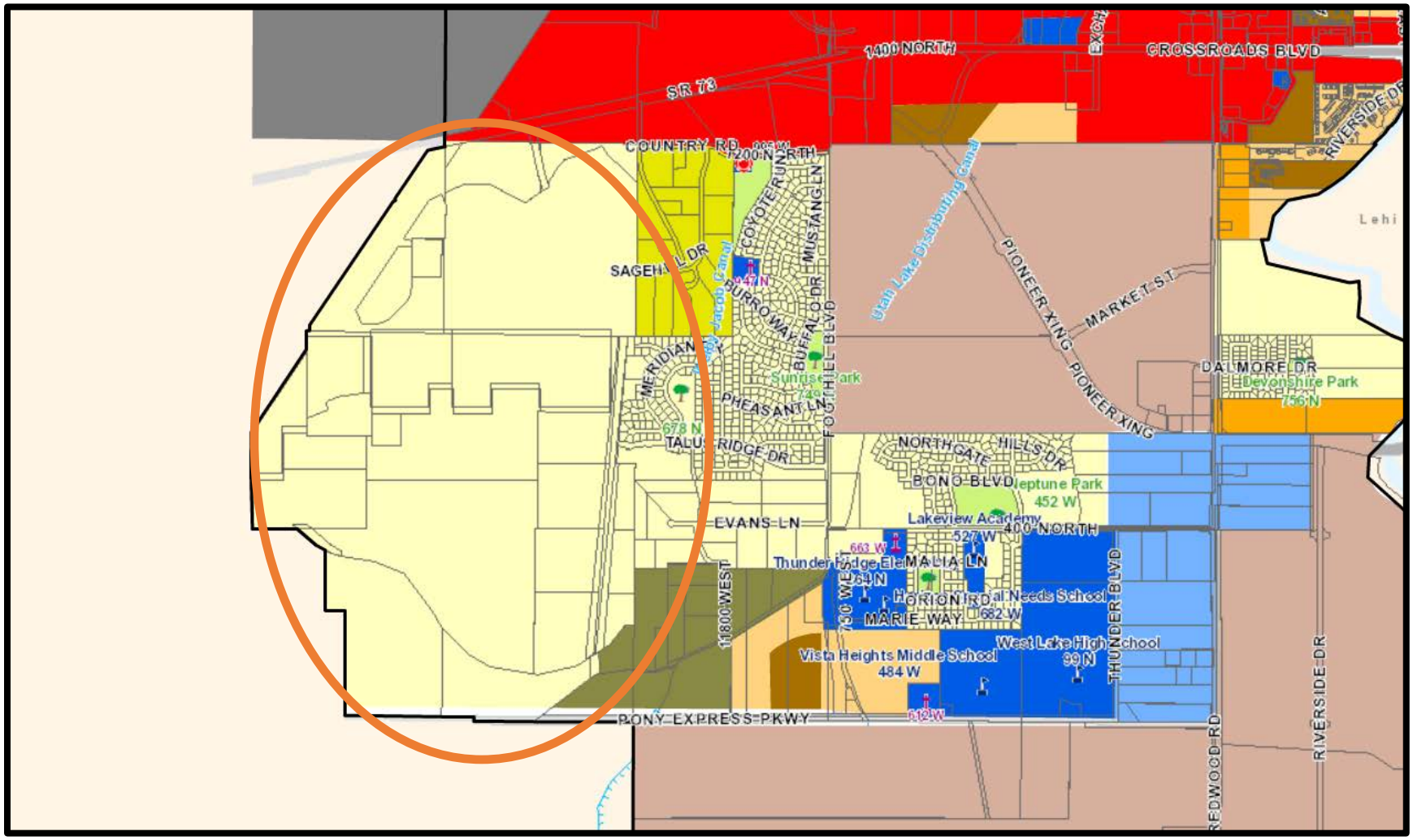
N. Developer shall bury and/or relocate the power lines that are within this plat.

O. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.

P. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.



LOCATION / ZONING MAP


1400 NORTH
CROSSROADS BLVD
SR 73
COUNTRY RD
1200 N NORTH
COYOTE RUN
MUSTANG LN
Utah Lake Distributing Canal
PIONEER XING
MARKET ST
Lehi
SAGEHEN DR
BURRO WAY
BUFFALO DR
FOOTHILL BLVD
MERIDIAN
Sunrise Park
PHEASANT LN
TALUS RIDGE DR
DALMORE DR
Devonshire Park
756 N
NORTHGATE
HILLS DR
BONO BLVD
Neptune Park
452 W
EVANS LN
Lakeview Academy
527 W
400 NORTH
MALIA LN
Thunderridge Elem
HORION RD
Special Needs School
682 W
MARIE WAY
11800 WEST
West Lake High School
Vista Heights Middle School
484 W
THUNDER BLVD
PONY EXPRESS PKWY
REDWOOD RD
RIVERSIDE DR

LAND USE MAP

City of Saratoga Springs
Planning Commission Meeting
January 14, 2016
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Minutes

Present:

Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham

Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Nicolette Fike, Gordon Miner, Janelle Wright, Mark Christensen

Others: Frank Pulley, Steve Maddox, Jim & Rose Wheeler, Susan Palmer, Bud & Barbara Poduska, Julie King, Brenda Heslop, Kraig Sweat, Greg Magleby, Gary Kirschbaum, Justin Johnston, Joe Parren

Excused: Brandon MacKay

Call to Order - 6:30 p.m. by Kirk Wilkins

1. **Pledge of Allegiance** - led by Frank Pulley
2. **Roll Call** – A quorum was present

8. **Work Session: Rezone, General Plan, and Community Plan for Talus at Saratoga Springs, Located between SR73 and Pony Express Parkway, adjacent to Eagle Mt., Edge Homes applicant.**

Sarah Carroll presented the plans for Talus at Saratoga Springs. The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC), and also a Community Plan (CP) to master plan the approximately 688 acre property for residential and commercial uses. The CP lays out general densities and configurations, design guidelines, infrastructure plans, proposed road cross sections, hillside regulations, and an open space program. They asked Edge to run a scenario on proposed developments with a point system for amenities in open space plans. This is a first look at the master plan so we can get feedback at this level. She gave a broad overview of Review comments.

Steve Maddox said this project is very overwhelming and he wanted to thank staff for their guidance. There are restraints they encountered and they think they have solved the issues. They are against the wall of water pressures in the general vicinity. They realized the topography of the area was unique and they have

worked with their engineers. They have integrated native trails and vegetation. He feels if they do it together it will be a fun project. The theme for the project is a walkable community with 200 acres of open space. They explored underground walking tunnels under major streets.

Steve Maddox introduced Curtis Leavitt - Project Manager, Brandon Watson and Greg Magleby from LEI.

Sandra Steele would address the name of the project. She thinks Talus at Saratoga is confusing with Saratoga Springs Development. She suggested Talus at Mt. Saratoga. She wanted them to talk about their vision for the commercial area.

Steve Maddox responded that there were thoughts of storage, neighborhood retail, gas stations; Neighborhood Commercial is what they would lean towards. They are residential builders, they were asked by staff to include a commercial element.

Sandra Steele would hate to send everyone into Eagle Mountain for commercial needs. This is large enough that commercial would be a viable entity in the project.

Steve Maddox commented that one of the items they discussed was road widths and aisles to work with the hillsides and not fight with them. This is fairly close to what they intend on building.

Ken Kilgore wondered why the small lot sizes. The minimum would be 2500. He thinks it makes it a more walkable community but he is concerned so many tight homes would ghetto-ize the area.

Steve Maddox replied that now people want smaller lot size and xeriscaping. They are seeing an economy of a footprint with additional open space and not have the impact of watering all the space. If we bring on that larger size lot toady it would not be as marketable. The first phases are not near that. There was talk with staff of some half acre lots. We want to hit empty nesters to newlyweds. And the only way to do that is to work with them on what the final village will look like, the houses themselves are 23-3000 ft. but they have gone with little setbacks and landscaping. It is for those that want to live like that and have a walkable community. They have not built a dog park before, which is new, we are trying to be innovative and look toward the future.

Ken Kilgore commends their forward looking ideas. He knows people want smaller footprints but people moving to Saratoga seem to want the larger lots. Our city code of R-18 still has 5000 sq. ft. minimum.

Steve Maddox noted the open space and amenities that go along with that lot size and the level of services and it is also lessening the impact at the same time. It's a lifestyle choice.

Ken Kilgore noted a lot of the younger age professionals are moving to this type. He noted however, that people are trying to move out of a lot of the smaller houses around here, but this is a different market they are looking at.

Troy Cunningham was concerned about the lot size too. He knows many are buying the smaller houses and lots and not liking the yard work as much. Even though he is concerned about the smaller lots it would go with whoever is buying. He asked about protecting petroglyphs.

Steve Maddox noted that they are looking into the best way to protect those; they don't want to draw attention to them yet. They noted in the first Village Plan they submitted that the lots are almost two times the size and bigger. He thinks people will move here when the services and infrastructure are in and the trails. He noted where the school was interested in building. He also noted the underpass they are proposing.

David Funk noted that many enjoy gardening but it can be done on a smaller lot. One of his bigger concerns was on churches. He feels there is not enough churches set aside.

Steve Maddox said they talked to local leaders and they would like to maintain 400 homes per church site. It's lower here in Saratoga, other cities are 500 + to facilitate a chapel.

David Funk wanted to know what was approximately across from the commercial area.

Steve Maddox replied it was Eagle Mountain open spaces, near the amphitheater.

Hayden Williamson commented that it looked like a mix between single and multi-family and asked if they had an idea of what their multi-family would look like.

Steve Maddox said there was an element of condo, maintenance interior and exterior. They don't do apartments. They have looked around they don't want to compartmentalize too much of one product in one area. If there was one pod of attached they would do another of detached next to it.

Hayden Williamson asked what the most dense product would be.

Steve Maddox replied that it was up to 20 units in one pod, per acre. He noted one pod in Village Plan 3 Neighborhood1.

Mark Christensen noted conversations on how do we lay out densities, opening up to products looking out to the lake and a pod of higher densities towards the back, also providing for densities for economic advantage. It's a great project to meet Capital Projects citywide.

Ken Kilgore asked in cases where the density and minimum lot size is different from the code will it come up later on where we make a waiver.

Sarah Carroll noted at this point in time if you would like there to be broader ranges they can suggest that, you can give feedback when the plan comes through, otherwise when the plan does come through that is the minimum and that's what they review.

Hayden Williamson wondered how this works in with prop 6.

Kevin Thurman noted that prop 6 pertained to attached rather than detached, it would have some justified discussion, but prop 6 amended the general plan which is an advisory document, not necessarily binding, those are all considerations.

Sarah Carroll noted a breakdown of percentages of single-family and multi-family units for this project.

Hayden Williamson would advise to be as compliant with prop 6 as possible because many residents are passionate about it.

Mark Christensen said they have been working with Edge Homes for years on how to get this project off the back burner. We explored the historic densities on this parcel and we are working through all these issues.

Kirk Wilkins asked what the current land use was today.

Sarah Carroll said it's currently R3; the master plan that was in place has expired.

Kirk Wilkins said we had a large development come in recently and there was a lot of opposition to high density, for a higher density than what they were proposing doesn't make sense. They would need to expect some objection to high density areas. It would help to see what they plan to put in those higher densities.

Sandra Steele asked what kind of products they think they will be putting on 20 to the acre that is not an apartment.

Steve Maddox replied that an apartment is a for rent unit, we do not build for rent. It would be more stacked units with open space. The aesthetics of this will be different as they are building into hills and things. The maximum number of stories would be three.

City of Saratoga Springs
City Council Meeting
February 2, 2016

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

Work Session Minutes

Present:
Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Chris Porter, Stephen Willden, Bud Poduska
Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Gordon Miner, Nicolette Fike, Sarah Carroll
Others: Steve Maddox, Brandon Watson, Curtis Leavitt
Excused:

Call to Order – 6:00 p.m.

1. Rezone, General Plan Amendment and Community Plan for Talus at Saratoga Springs Located at Approximately 1200-1900 West Between Pony Express Parkway and SR73, Edge Homes-Applicant.

Sarah Carroll gave an overview of the plans. Edge Homes is proposing 2,649 units in this project on 643.95 acres. That makes the density 4.11 units per acre. There will be single family and multi-family units included. They have an open space plan for the area as well. Staff recommended identifying which pieces of open space are tied with which neighborhood so that isn't questioned later. The Planning Department gave the developer a checklist of things that need to be looked as.

Steve Maddox introduced his team and gave an overview including a little history of the project. He reviewed some of the needs of the community and proposals for best usage. He believes they have remedied many of the problems brought up by Planning Commissioner Sandra Steele. They have spoken with Alpine School District. They would be in need of a middle school around 2018. They may also be in need of another Elementary School. They have also talked to the LDS Church (SLR) and they have asked for a church building for every 400 roof tops. They have agreed to that request. They have also been approached by a charter school for some land in the area. They would like to have flex density to be able to accommodate the requests. They would begin along Pony Express and work north. It will be contiguous with Talus Ridge on the east side. Talus Ridge should be completed in 2016 next to where they plan to start this project. They propose to leave much of the area as Native and work with the land. They will identify the petroglyphs and find a mode of preserving those.

Councilwoman Baertsch noted someone they work with. A representative of this historical preservation group was present that would like to speak with them about it.

Councilman Poduska noted an area west of them that has worked with petroglyphs as well.

Steve Maddox advised that they are adjacent to Eagle Mountain. They are trying to find the best use for everything. They plan on going from a condominium product that is attached unit 10-plexes to ½ acre lots. There will be a lot of larger estate lots. Edge Homes will probably not build on those but go to custom home builders. They came up with a point system that they propose to use.

Craig Magelby with LEI reviewed a packet that was handed out to the City Council. This packet went over their proposed community plan. It includes plans for utilities, land planning, updates to the Master Development Agreement, theming, and landscaping. They will have about 235 acres of open space including a large community park.

Councilwoman Baertsch asked about the powerline corridor for connectivity with trails and who owns it.

Craig Magelby advised that it is owned by Edge Homes and Rocky Mountain Power. The west side is Edge Homes and the east side is primarily Rocky Mountain Power. They are working on getting easements to be able to cross over the portions not owned by the developer.

Councilwoman Baertsch would like to have rural native trails in this area.

Steve Maddox advised that there will be a combination of groomed trails and native trails.

Craig reviewed the land use map. There are five villages included in the community plan. Within each village there are different neighborhoods. Those neighborhoods are categorized by being single family, multi-family, or single/multi-family. They tried to project out for 10-20 years and they set their density to give them flexibility accordingly.

Councilwoman Baertsch noted some unease because of proposition 6. We need to look at percentages of housing types. We need to make it trackable for staff. They don't want to allow them to go from single family back into multi-family because of the laws the residents put on the books.

Craig Magelby advised that the different phases would be a little ways into the future. Village 1 is specific to single family homes and multi-family. The extension of Talus Ridge will be single family homes. The flexibility to move between single family and multi-family homes wouldn't need to be for a few years.

Mark Christensen noted which phase was which on the map. Yellow is Village 1, light blue is Village 4, and dark blue is Village 2. The roadway is the spine of the project. The higher densities are tucked behind the hill, the topography has been taken into account. It is kind of similar to what is by Mountain View Corridor and the back of Harvest Hills.

Craig Magelby advised that they looked at viewpoints from Redwood Road and figure out what could be seen from there. They don't want the high density to be front and center taking the ridgeline. They looked at the density planning along with the topography.

Councilman Poduska asked if there was a density difference between the Villages.

Craig Magelby said Village 4 has the lowest density. Village 3 has the highest density. There could be a set density per neighborhood that has a blend, flexible to transfer within neighborhoods.

Councilman McOmber said it makes sense where the densities are. He thinks the 17.72 units per acre in Village 3 is too high. It is by the road and he would like to see that reduced.

Steve Maddox said before they pull first building they will have invested about 7.5 million dollars in water, sewer, and storm drain. In addition to that they will have paid 3.5 million for the road. One of the only ways they can get reimbursed is through building permits. They have a product that is very pleasing in about 22-25 units per acre in other areas of Utah, Herriman specifically. It has been well accepted in those other communities. The area of Saratoga Springs they are building in was originally planned to be commercially zoned. They are trying to marry the ideas and try to get out of the ground as soon as possible. They are right across from an area of Eagle Mountain that is denser.

Councilman McOmber understands but we need to help the public understand. We may need pictures of the product in Herriman to let residents see what to expect. He suggested that they may be able to make the densities a little more even at around 11 units to the acre throughout the project rather than having 6 units to the acre in one spot and 17 in another.

Steve Maddox advised that they were trying to keep the view-scape from Redwood Road pristine. They created a natural barrier and tried to force densities in areas that are less visible from Redwood Road. Consolidation seemed to be easier rather than taking away the green space.

Councilman McOmber thought that they may be able to take some of the 17 and put it into the lower areas.

Councilwoman Baertsch advised that there are recent multi-family developments that they approved but they were able to show that overall they are under the threshold that was put forth in proposition 6.

Steve Maddox pointed out that they are at 4.11 units to the overall acreage.

Councilman McOmber thinks that the overall density is great, but they need to show that to the residents.

Chris Porter mentioned previously there was more commercial in the master development agreement. He would be willing to explore putting more commercial in. He knows they aren't a commercial developer but with the amount of homes going in they will probably want more things close to home.

Mark Christensen noted that there is commercially zoned property off of SR73 that has a different owner and is north-east of this project.

Steve Maddox mentioned that people want to congregate in commercial areas. They have made the area by Pony Express Neighborhood Commercial. The area on SR73 would be the appropriate spot for more commercial.

Craig Magelby gave the Council an example of a pedestrian underpass. The intent is to get people across the Boulevard. The connection of the open space is right at the saddle of the hills.

Steve Maddox mentioned the tabulation and point system. They want to make the area a walkable community. They don't want to clear the snow in the winter. They would like to let people snow shoe and cross country ski in the area. If the point system is different than what the Council would like to see they would like to discuss that. They have the most control over what they will do with the open space.

Councilman McOmber pointed out that Pickle Ball is a popular sport right now. Pools are in high demand as well. He also likes the number of club houses in the project. He is a bigger fan of having a few big parks and not so many little pocket parks. Having fewer parks with nice playgrounds and a lot of space brings the community together because people congregate at the park.

Craig Magelby reviewed the open space plan and showed what areas are designated right now.

Councilman Poduska noted that being able to preserve beauty is important. He asked if setbacks had been worked out.

Councilman Willden thinks that with all the open space and sensitive lands it would look open and not so dense. He noted they should look at feathering things. He also thinks they need to retain the zoning around existing houses because of the expectations they had when they built their homes.

Councilwoman Baertsch loves the trails and connectivity. She would like to see them make some areas not in an HOA. She likes Mount Saratoga as the name. Talus at Saratoga Springs gets confusing with Saratoga Springs Development. Typically the name following "at" is the main subdivision name so Talus at Saratoga Springs makes it sound like they are a part of the Saratoga Springs Development. She believes the ERU at 4.11 needs to include commercial, which should be a separate ERU. They are higher than 4.11 if the commercial area is included. They need to work with church and school ERU's and make sure those are equivalent in exchanges. She thanked him for working with the point system. It gave the City good insight on what works, and what doesn't.

Councilman Porter agreed that anywhere they can get away with not having an HOA that should be done. One of the driving factors that they bought in Talus Ridge was that they didn't have an HOA. He would also like to see Village 5 have the higher density closer to the road that is going in to keep it away from the existing homes.

Councilwoman Baertsch pointed out that there are 5 acre home lots in that area so the high density needs to be pushed away from those homes.

Chris Porter thinks that the open space is going to be a great amenity and he thinks they should be available to the whole city and not private HOA.

Councilman McOmber likes HOA's. He is concerned that if they have pools and club houses that are available for some, but not all, there will be bad neighbors. Those that live in the areas that wouldn't be able to use the amenities will sneak in. It was a big concern for the neighbors next to Legacy Farms. This is going to be a great product and he likes the Mount Saratoga Name as well. He also likes Talus at Mount Saratoga.

Mayor Miller thinks this project looks exciting. He likes Mount Saratoga as well. They have done great in the process and the City appreciates the feedback the developer has given them.

City of Saratoga Springs
Planning Commission Meeting
July 28, 2016
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Minutes

Present:
Commission Members: Kirk Wilkins, Sandra Steele, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay
Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Sarah Carroll, Senior Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder
Others: Steve Maddox, Melanie Jex, Amanda Yates, Jayden Yates, Christine Finlinson, Patricia Pikus, Lee Pikus, Curtis Levitt, Brandon Watson, Greg Magleby, Lisa Swearingen, Vaughn Barrett, Caral Barratt, Greg Larson, Garner Oleson, Kelsey Dean, Koren Ashknazi, Clark Layman, Jen Morrison
Excused: Hayden Williamson

1. **Public Hearing: Rezone from R-3 to Planned Community, General Plan Amendment from Low Density Residential to Planned Community, Community Plan, and Master Development Agreement for Mount Saratoga, located approximately 1200-1900 West, between Pony Express Parkway and SR73, Edge Homes Applicant.**
Senior Planner Carroll presented the plans. The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space. Density is based on the overall project area minus the commercial acreage which results in 2,553 units within 680.43 acres and equates to 3.75 units per acre. The applicant is requesting a waiver to the 20' buffer strip in some locations. The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer. The applicant will be required to install a water tank. There are some slopes they are requesting to be cut and filled. Sarah reviewed sensitive lands and hillside standards, proposed design guidelines, and architectural standards.

Applicant Steve Maddox mentioned that they have tried to employ as much labor in the front end and to understand the land and not just doing something one dimensional. The infrastructure is their biggest stumbling block as the highest point in the City. They have tried to go above what is asked by the City to enhance the community. The exceptions they have asked for are not cost saving but will make things efficient and be able to build on the hillsides. They have tried to implement their expertise along with their engineer and City staff. They are asking for setbacks based on livability and design, not because they are trying to make additional units. They have taken over 6 projects in the city that became dysfunctional during the recession. This is one they have been able to take more of a raw canvas on. They feel their 11 miles of trails will be a tremendous asset to the community. They are trying to make it harmonious with the natural surroundings and have connectivity. They have some commercial along Pony Express; they do not have a user for that yet. They will start in the south and move north and want to be able to connect thru Talus Ridge Blvd. the first year.

Public Hearing Open by Chairman Kirk Wilkins
Koren Ashknazi commented that they are a rural neighborhood, and she noted their Sage Hills area doesn't have city infrastructure and they were annexed without their say to the City. They are happy to have the new neighbors but she is concerned about a connector road through Sage Hill. The cul-de-sac today is all broken because of the trucks serving Edge Homes. She is concerned about all the traffic through there. She would like to keep their area private with their 5 acres. The City hasn't given them utilities and wants to keep it rural but if they want to develop the connector then the city should give them sidewalks and lights and things.

Lisa Swearingen is a realtor for century 21. She supports this development. Everything Edge Homes has done has been well done. There is a lot of demand for these houses. She feels it brings many tax dollars to the City.

Melanie Jex is excited for all the trail development and welcomes the new homes. Her concern is for the added traffic on 800 West that feeds to Talus Ridge Blvd. She would like for a plan to be in place for a turn lane to be striped in and out of Sunrise Meadows for the increased traffic.

Amanda Yates likes the plan and welcomes the growth but is concerned for their road on Sage Hill with the road not being able to support the infrastructure and traffic. Also the road is used for exercise a lot. She is concerned with how many high density units there are planned and having them attract higher crime.

Commissioner Wilkins commented that they would try to answer all the questions after public comment.

Jen Morrison, resident of Eagle Mountain, was concerned about possible connectors to Eagle Mountain. (Senior Planner Carroll responded they tried but were not allowed to connect to Eagle Mountain.) She wanted to know what the buffer was between this and their retention pond. She wanted to know where the multifamily housing was planned and if it would affect their traffic. She would like to see a preservation plan for sensitive resources in the development.

Lee Pikus has owned 5 acres in the Sage Hills area. He wants to know what happens if the water can't get in place, and if it would be a well or piped. He is concerned about the connection to the existing cul-de-sac and that road won't be able to handle the traffic that goes through that road. He asked who would improve that road so that it could connect. Why do they need so many rentals instead of single family homes, it costs more to the police for the problems.

Christine Finlinson noted the many changes they have seen in the city since they built. She would like to urge them to change the zoning and amend the general plan and master plan, the plans that were in existence when Saratoga was adopted are no longer appropriate for the growth we see here. When they were annexed into the City they weren't given many options, they have tried to be good citizens with the City and have worked with them for roads and things. What they are asking now is to encourage them to allow Edge Homes to go forward with their development because they would also like to have the same option to develop in the future, they are not at that point yet.

Vaughn Barrett lives in the Sage Hills area, that directly boarders this development on the west. He hopes they will try to hold the line on high density, he understands there is a need but it is a slippery slope, which is his primary concern. He is concerned about water; Sage Hills has been slow to develop because of the difficulty of getting water. They were told years ago that they were in the wrong pressure zone (3) for culinary water, those west of them share that pressure designation. It's an opportunity to mesh and provide water to future development in this area. For years they enjoyed access on their western boundary as a gentleman's agreement, they request somehow that access be maintained to the western boundary of their property. He understands this is a phased plan and they have time to consider and adjust a little bit.

Greg Larsen echoed the concern about increased traffic on 800 W. especially during school season. He noted it would be good if there was some land reserved for a school and noted the overcrowding this will make in the existing school. He was concerned also about water availability and about traffic on Sage Hills. Either the access needs to change or the existing roads need to be improved greatly. He also thinks that people will want to buy homes to live and stay and they don't need so much high

density. The high density will cripple the School without working with the school district. He asked if someone could go over the open space plan a little more.

Clark Layman is concerned about the added homes around his blocking views and crowding. He is concerned about the water and where is will be coming from. He is concerned about the high density housing. He has been in many different types of cities and one common thing is that crime usually finds its way into those types of communities, especially with rentals.

Public Hearing Closed by Chairman Kirk Wilkins

Steve Maddox addressed some of the public questions. He noted Water is their number one concern also. They have met with the Central Utah Water Conservancy District. They will pump water into a million gallon tank and in addition do a second pond which will support the zone. The infrastructure the City is committed to is well beyond capacity for 15 years of growth.
He noted the density is equivalent to what they have done at Talus Ridge. He believes the low income they refer to are the children of his generation that need to afford housing. They have created pockets of HOA open space to control people's idea of a well-groomed lawn and maintenance and longevity to increase value and livability. He doesn't build apartments for rent. He feel it will be a community to allow people to both start and retire here. The Open space is a hybrid of groomed areas, amenities, and natural space. They feel they have planned not just what is best for this community but the whole City. They have been in communication with the school district and the LDS church. There are not specific sites identified for churches yet, the church will choose their own places later. The district has already identified where they want a school and what type of school.
Steve Maddox addressed the traffic and striping on 800, they feel they can work with City to procure that. The connection on Sage is not a request of Edge homes, but of the City for connectivity. They are in support of staff's recommendation, it is many years out and they can look at connectivity for all services. They would hope people can ride trails in Nov. They hope the amenity package encourages people to get outside. They want to be harmonious and not destroy what is there. He isn't aware of another project that will have this large amount of open space. Clustering will allow for preserving some of that.
Steve Maddox commented that they are trying to protect some of the natural features of the area. There was a buffer of about 180 feet from the border to an Eagle Mountain residence. He is not building for-rent product. He noted they are building this product in many communities and it is about a 40% empty nester ratio in their products. Seniors that want to be a part of the community, but not care for a yard.

Senior Planner Carroll addressed the question of developing the connectivity to Sage Hills. They will require a traffic study and will review the loading on the road and see what improvements are required on that road. The Code does require interconnection for many reasons. There is the main road that leads out to 73 from Sage Hills and at that time they will review traffic and see what impact that has on adjacent roads. It is an old County Road that is being maintained by the City. She pointed out a footprint area for a future Elementary School.
Senior Planner Carroll noted areas for the tanks and ponds, higher in elevation than the homes. She noted the trail intended to maintain access to the power line corridor. The access road would stay. The improved trail would lend to a variety of interests like the equestrian center nearby.
Senior Planner Carroll spoke further to open space; she noted the manicured lots, darker green on the map, with amenities. Lighter green was native with trails. The darker lines are trail system. The developer will improve roads in their project traffic studies will decide if things need to be done outside the development.

City Manager Christensen feels many comments were very appropriate; right now the Sage Hills area is treated more like a rural area, it is on wells and septic systems, connection with Mt Saratoga would allow us to build infrastructure which would be available to service that area in concept. It will be Central Utah Water and will require booster stations and pumps. It will become a stronger overall system as more capital projects are added to provide a more consistent service for the City. With this application we will have access to an elevation that will allow them to build the infrastructure for the zone 3 area. It would not be connected across SR 73 on different elevations. He noted it would be able to upsize the pond servicing

Sunrise Meadows. It will be addressed at the various phases of this project. The plan they have will address those problems. In order to repair the old Sage Hills road it could need a complete rebuild. It is currently on the Road Maintenance Plan based on an engineer's estimate.
City Manager Christensen touched on speaking with the school district; he has met with them several times in the last few weeks. We are actively working with them on growth issues and they are looking in the site for a future school.
City Manager Christensen addressed the question of crime and high density. If you look at the theory of development the lower densities have a higher economic cost, around 5-6 units per acre the density actually is more of a break even. Will high density equal crime? The answer is greater population equals crime; that is the better indicator. The fear of rental units is what people ascribe to crime, where this project is owner occupied it is not necessarily the factor. From a large standpoint we have seen crime increase in the City as we have seen the population increase. It's not necessarily occurring in high density areas.

City Engineer Miner commented that they will have to bring infrastructure, right now we can't service water with what we have now, and that is why they are bringing it. It will bring it not only for their development; it will have the opportunity to help other developments.

Commissioner Steele noted when you talk about the cul-de-sac and only servicing a few lots, with the connectivity there would be more traffic so that may move it up to be fixed. She thanked the public for coming. It seems counterintuitive, but the City becomes better infrastructure wise with added improvements. Development does benefit everybody. It's good to see designs that meet our code. She asked how wide the alleyways were. Brandon Watson with Edge Homes noted the alleyways were 20-24' wide banded by apron of some sort about 2 feet. Commissioner Steele was concerned with alleyways less than 24 feet. There will be garage door openers. On page 52 of the plan she is concerned about the color scheme and floor plan mixing. Steve Maddox noted there was a redundancy built into it so they are not allowed to replicate within 3 homes of each other. They self-regulate that as a matter of good business. Commissioner Steele mentioned that this developer has done things before we asked and beyond what has been asked and she is confident they will do it in the manner they say they will do it.

Commissioner Kilgore asked about percentages required for proposition 6, they didn't seem to add up correctly. Senior Planner Carroll remarked that he was correct that they added to over 100% but that was the exact wording of the proposition. Planning Director Gabryszak noted it requires no less than 73% to be single family. Of the other ranges you can have up to those numbers. We don't have any single story town homes; there are a handful of duplexes. We are still well within the guidelines regardless of the category. Commissioner Kilgore asked about the culinary water for outdoor uses. City Engineer Miner noted it was temporary. As the development and infrastructure comes online the secondary would become permanent. Steve Maddox commented they are targeting 500ish units to make sure the pond is in place ahead of time. He explained that the flex was to allow for building whichever type unit what was more needed, but it has a cap on the amount of units. Commissioner Kilgore asked what kind of tax impact it would be to take over the 205 acres. City Manager Christensen said they budget a few thousand per manicured acre, much of this is trails which is cheaper to maintain and less water. Similar area around the benches has proved to be successful. It is a City Council decision to make if they accept it. Commissioner Kilgore asked if the engineer and fire chief were ok with filling and cutting the slopes. City Engineer Miner replied that it can be done. City Manager Christensen said there are engineering standards they are required to meet. Commissioner Kilgore mentioned lighting was not mentioned in the plan. Senior Planner Carroll replied as it stands they are subject to our Code. He also mentioned that there was nothing about ADU's, which would then also be subject to City Code. Commissioner Kilgore noted they were asking for waiver on some of the boarders and if staff had any issues. Senior Planner Carroll replied in those locations there wasn't a concern.

Commissioner MacKay asked about the concession on the 205 acres. Senior Planner Carroll replied that every home pays a park impact fee. Because the developer is installing the amenities and improved areas

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they are asking they not pay that credit for each building permit. It would have to be discussed further; there are some state law criteria. City Manager Christensen mentioned that a lot of open space may not qualify, it may require amendments, but some others that would qualify for park credit. We try to find a balance what is proposed meets the intent of our Master Plan. Commissioner MacKay asked what amenities they have for disabled or elderly. Steve Maddox noted that many of the buyers they have coming are an older demographic. Everything they do will be ADA compliant. Each Village will be part of independent HOA's, individual pods would be HOA controlled with the accessible items and tot lots and things.

Commissioner Cunningham commented about Utah Rock coming in to help with preservation, whatever method they do he is hoping for some sort of markers to explain about native features. Steve Maddox welcomed any input he may have for preservation.

Commissioner Funk thanked the community for their comments. He also shares some of their concerns. He thanked the developer for their plans and wasn't sure we could get another developer that would go to the lengths they did and develop the plans like they did. He suggested to the residents of Sage Hills, if they truly wanted to be rezoned that they request that of the City. He knows that the City doesn't always do things as fast as the citizens want them to. He knows the City is strapped on time and money. One thing he didn't hear was about people that head up that way with 4 wheelers and what impact that would have on them or on the developer. It may be something they want to look into. Talus Ridge Dev. has caused a large amount of increased traffic on 800 W. and it's already being impacted and he isn't sure if the City has looked it or not yet but they may want to look at it for restriping. He is very pleased with what they are doing; he is a little concerned about some of the slight changes from our normal code. One is the 18 foot setback of the garage rather than the 20 feet, the covered vs. the enclosed parking, should probably be allowed, question on the buffer zone waiver on the east side. Senior Planner Carroll responded that the Community Plan Zone allows it and specifically requires the applicant to request a waiver.

Commissioner Wilkins asked about impact fees, what the decision hinges on and what the City leans toward. City Manager Christensen noted it is up to City Council. Things we want to look at are if we need to amend our parks master plan to include trails and things. Commissioner Wilkins is concerned about the 18' driveways as well especially with larger vehicles. With the parking he is ok with that. He is ok with the waiver on the buffer on the east side.

Commissioner Steele would ask if they vote tonight if they could separate the Master Development Agreement out. Planning Director Gabryszak noted they have worked to make sure the relevant code changes are in the Community Plan not the Master Development Agreement, they can break them up. Senior Planner Carroll noted the Master Development Agreement solidifies everything they have gone over tonight with legal language. The attorneys are still working on some fine details. There is a condition that it is in draft format and still needs finalized and they can forward the draft to City Council. If it was postponed it would postpone the project considerably. City Manager Christensen noted that conditions of the rezone are tied up in it; if they table it will prevent them for taking action on the rezone. Commissioner Kilgore noted he had reviewed it and it appeared to have been based on the previous Master Development Agreement that was approved. He asked the applicant what he thought about the new amenity point system. Steve Maddox thinks it's fantastic, transparent and fair.

Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community for the MT Saratoga project, as identified in the Community Plan, with the findings and conditions in the staff report. Seconded by Commissioner Cunningham. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.

Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Community Plan for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Funk. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.

Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Master Development Agreement for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Kilgore. Aye: David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 5 - 0. Abstain: Sandra Steele.

Commissioner Steele would like the record to show she abstained due to not having enough time to review the document.

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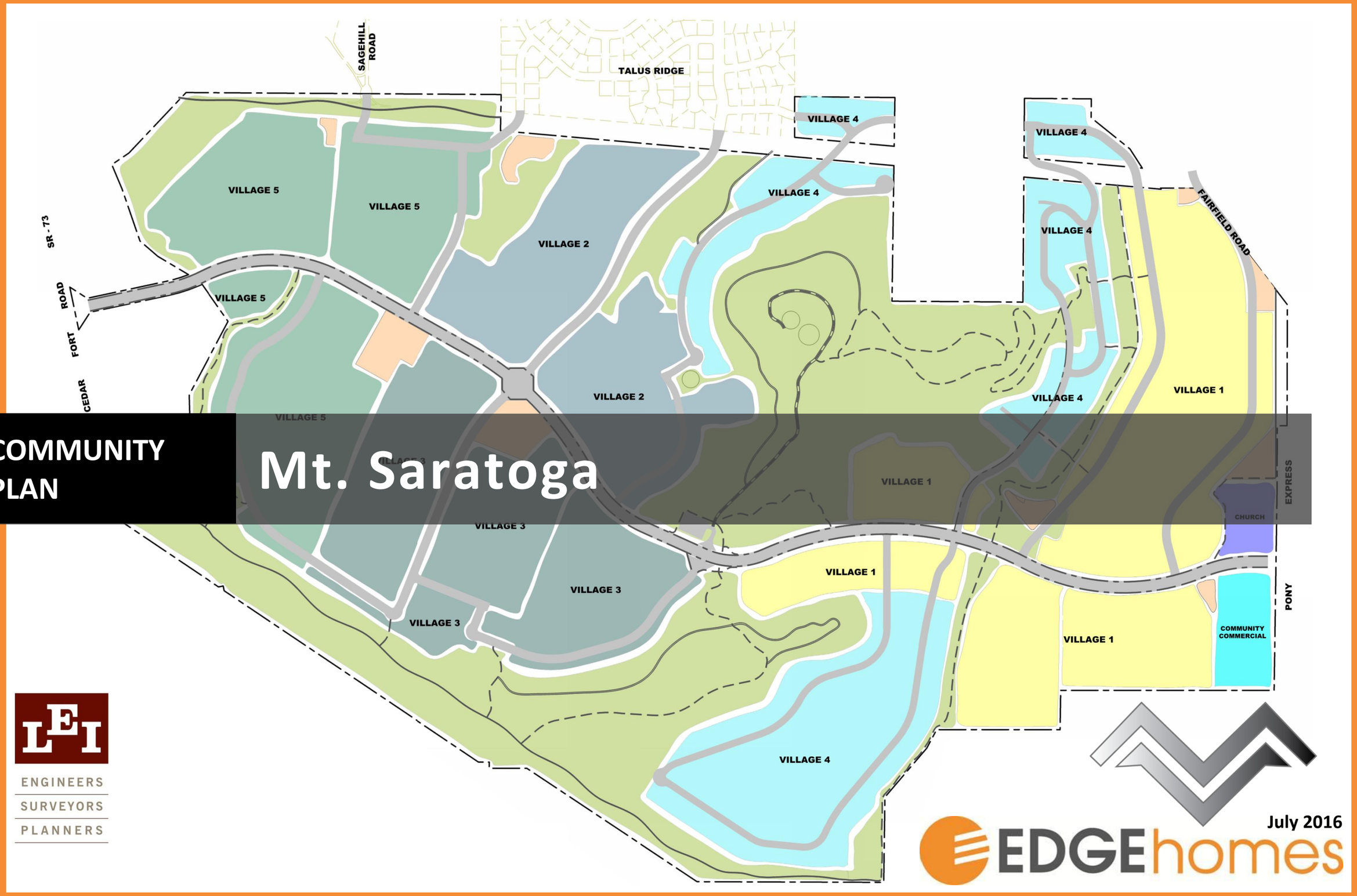
COMMUNITY PLAN

Mt. Saratoga



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PREFACE

The following Community Plan document addresses the proposed improvements as they pertain to the Mt. Saratoga development located in Saratoga Springs, Utah. The property and the proposed improvements for the development by Edge Homes are discussed in detail and follow the requirements set forth within the Community Plan requirements of the City Code of Saratoga Springs. The purpose of the document is to inform the City (Staff, Planning Commission, and City Council) and Public of the proposed general design elements, open space plans, guiding design principles and land uses for the Mt. Saratoga project. In addition, utility capacities based on conceptual plans, will outline the methods used to anticipate the demands and service requirements necessary to provide adequate utility service and infrastructure for both the residences within the development and the City. The Master Development Agreement (MDA) as reviewed by the City of Saratoga Springs is included for reference. The lettered exhibits shown in this Community Plan document duplicate and use the same exhibit nomenclature as the MDA. The numbered exhibits are only associated with the Community Plan.

Exterior Home Example

EXECUTIVE SUMMARY

Mt. Saratoga is an approximate 688 acre master planned community located between Pony Express Parkway and State Route 73 along the western boundary of Saratoga Springs with Eagle Mountain. This community plan is an extension of the existing Edge Homes development of Talus Ridge to the east. With this existing project, Edge Homes has a vested interest in the continued quality and success of this area of Saratoga Springs.

The project is ideally situated to promote an active outdoor lifestyle through the preservation and improvement of the existing hillsides and other natural features. The unique aspects of the property provide an opportunity to develop an appealing and distinctive development. These unique aspects include:

- ***View.*** The proposed park and open space has a 360 degree view of Utah Lake and the surrounding mountains.
- ***Topography.*** The topography of the site not only allows for distinctive views, but also creates a source of interest and character to the development.
- ***Open Space.*** The community plan includes over 234 acres of open space with amenities, trails, natural areas and sports facilities. The open space is the focal and connecting feature of the development.
- ***Connectivity.*** Mt. Saratoga Boulevard will provide a main connection between Pony Express Parkway and SR-73. This allows traffic to be directed to major transportation corridors.

Talus Ridge Model Home

Talus Ridge Model Home Interior Example

- ***Housing Product.*** The community will contain a variety of housing products including single family, two-family, three-family, townhomes and condominiums.
- ***Infrastructure Improvements.*** In addition to providing the necessary utilities for the development, Mt. Saratoga is the prime location for culinary and secondary water infrastructure to service portions of the existing City.
- ***Commercial, Educational and Religious Facilities.*** Mt. Saratoga will incorporate commercial pads, educational and religious facilities as the market demands.

The proposed Community Plan incorporates the following units and approximate acreages:

- *687.93 Total Acres*
  - *445.45 Acres Residential/Civic Uses*
  - *7.50 Acres Community Commercial*
  - *234.98 Acres Open Space Proposed (34.2%)*
    - *148.70 Acres Native Open Space (21.6%)*
    - *29.73 Acres Improved Open Space (4.3%)*
    - *11.88 Acres Within Multi-Family (1.8%)*
    - *44.67 Acres in Storm Basins and Sensitive Lands (6.5%)*
- *205 Acre Community Park within the Overall Open Space*
- *Over 11 Miles of Trails*
- *2,553 Total Units*

- *3.75 Units per Acre (680.43 Net Acres Residential/Civic)*

LEGAL DESCRIPTION

Mt. Saratoga contains approximately 688 acres of property. The project has been broken into three parcels, separated by the Rocky Mountain Power corridor. Please see Appendix A for a copy of the ALTA survey performed for the property. The parcel metes and bounds legal description is as follows:

PARCEL A

A portion of Sections 16 and 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N88°57'29"W along the Section Line 243.91 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 2662.71 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 913.66 feet to the west line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence along said real property the following two (2) courses: S0°25'08"W 881.29 feet; thence S89°34'01"E 842.75 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 929.06 feet to the south line of the Utah Power & Light Company property as defined by survey; thence along said south line northeasterly along the arc of a 544.00 foot radius non-tangent curve to the left (radius bears: N25°29'07"W) 8.46 feet through a central angle of 0°53'29" (chord: N64°04'08"E 8.46 feet) to the east line of that real property described in Deed Entry No. 4952:2006; thence S0°00'18"E along said real property 253.32 feet to the centerline of Fairfield Road; thence S52°38'12"W along said centerline 988.76 feet to the south line of said Section 21; thence N89°50'39"W along the Section Line 815.95 feet; thence N0°18'01"E 66.00 feet; thence N89°50'39"W 445.51 feet; thence N89°09'33"W 1337.07 feet; thence N0°00'38"E 1438.30 feet; thence N89°09'33"W 265.00 feet; thence N0°00'38"E 830.99 feet; thence N61°54'36"W 141.52 feet; thence N49°30'57"W 433.45 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 574.34 feet to the West 1/4 Corner of said Section 21; thence N0°12'36"E along the Section Line 1259.34 feet to the southerly line of that real property described in Deed Entry No. 83615:2009; thence along said real property the following two (2) courses: N33°39'41"E 1378.72 feet; thence N0°00'19"W 252.99 feet to the North Line of said Section 21; thence S89°00'57"E along the Section Line 41.52 feet to the west line of that real property described in Deed Entry No. 13804:2006; thence N0°15'47"E along said real property 73.56 feet to the northerly line of the Utah Power & Light Company easement as described in Deed Entry No. 4633:1970 and defined by survey; thence N33°57'27"E along said northerly line 2065.85 feet to the intersection with that real property described in Deed Entry No. 24119:2008; thence along said real property the following three (3) courses: N78°02'41"E 32.97 feet; thence N11°49'36"W 32.01 feet; thence N33°57'27"E 814.01 feet to the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 235.19 feet to the Quarter Section Line; thence S0°23'05"W along the Quarter Section Line 651.34 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following seventeen (17) courses: N65°39'53"E 283.43 feet; thence N88°24'59"E 355.06 feet; thence S62°03'18"E 559.95 feet; thence N54°53'34"E 305.11 feet; thence N23°32'32"W 24.369 feet; thence northwesterly along the arc of a 1050.64 foot radius non-tangent curve to the right (radius bears: N66°29'51"E) 208.68 feet through a central angle of 11°22'48" (chord: N17°48'45"W 208.33 feet); thence N12°07'21"W 544.62 feet; thence N57°07'21"W 141.74 feet to a point also being on the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 294.77 feet; thence S32°52'39"W 139.36 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 954.64 foot radius curve to the left 156.00 feet through a central angle of 9°21'45" (chord: S16°48'14"E 155.82 feet); thence N30°49'00"E 240.09 feet; thence N40°46'27"E 158.96 feet; thence N71°01'41"E 369.74 feet; thence N67°13'11"E 178.58 feet; thence S34°08'41"E 138.69 feet; thence S46°39'59"E 560.70 feet to the East Line of Section 16, T5S, R1W, SLB&M; thence S0°21'55"W along the Section Line 2124.85 feet to the point of beginning.

Contains: ±677.51 Acres

PARCEL B

A portion of the Southeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located S0°23'19"W along the Section Line 872.14 feet from the East 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S0°23'19"W along the Section Line 451.38 feet; thence N89°30'51"W 126.94 feet; thence S38°52'48"W 335.80 feet; thence S57°12'50"W 153.95 feet to the easterly line of the Utah Power & Light Company property as defined by survey; thence N5°03'00"E along said easterly line 801.20 feet to the south line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence S89°34'01"E along said real property 399.68 feet to the point of beginning.

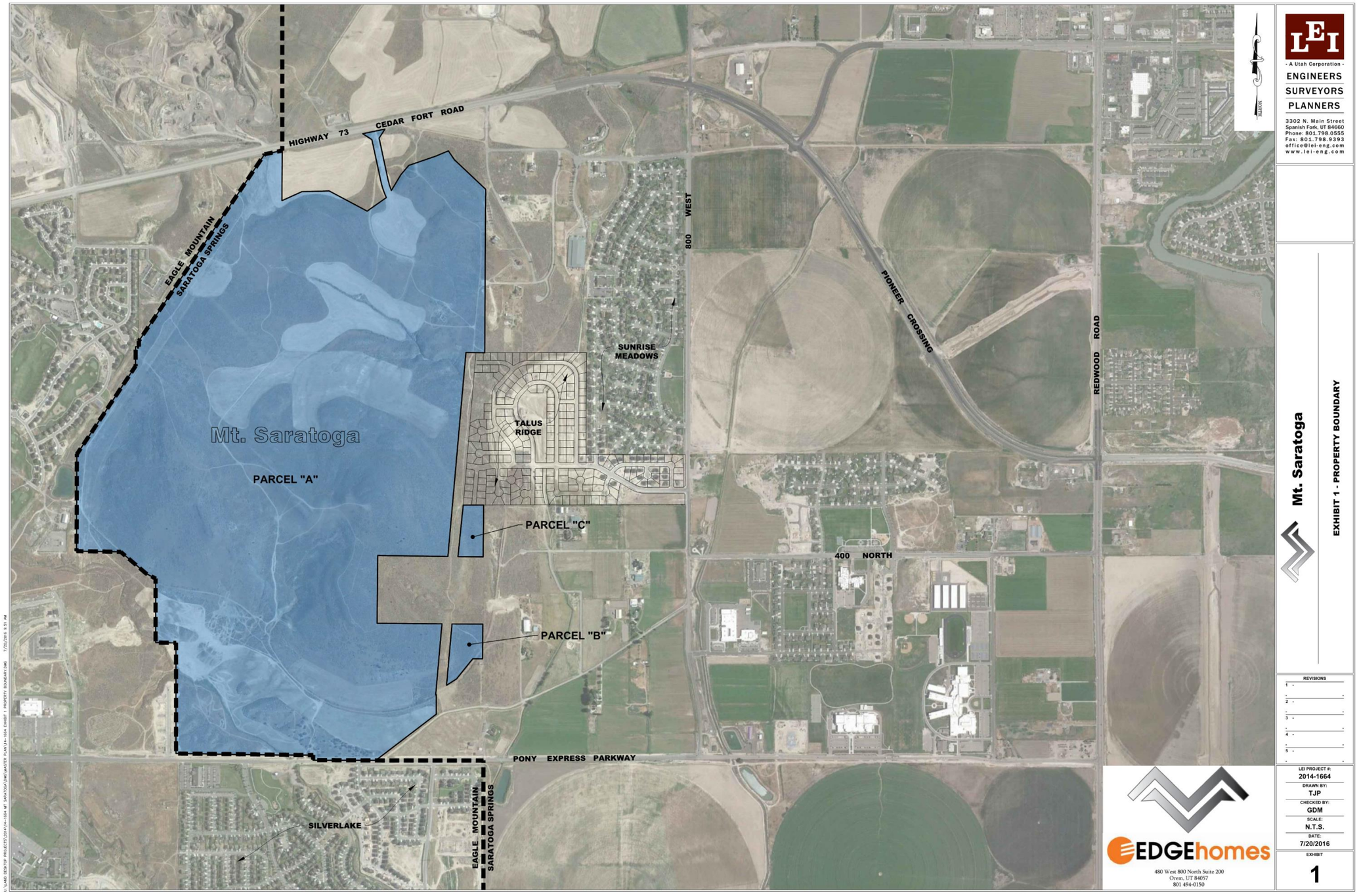
Contains: ±5.75 Acres

PARCEL C

A portion of the Northeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the East Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N89°11'23"W 328.41 feet to the easterly line of the Utah Power & Light Company property; thence N5°03'00"E along said easterly line 675.13 feet; thence N89°53'35"E 273.94 feet to the Section Line; thence S0°25'18"W along the Section Line 677.69 feet to the point of beginning.

Contains: ±4.67 Acres


HIGHWAY 73
CEDAR FORT ROAD
EAGLE MOUNTAIN
SARATOGA SPRINGS
800 WEST
PIONEER CROSSING
REDWOOD ROAD
SUNRISE MEADOWS
TALUS RIDGE
Mt. Saratoga
PARCEL "A"
PARCEL "C"
PARCEL "B"
400 NORTH
PONY EXPRESS PARKWAY
SILVERLAKE
EAGLE MOUNTAIN
SARATOGA SPRINGS
NORTH
LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com
Mt. Saratoga
EXHIBIT 1 - PROPERTY BOUNDARY
REVISIONS
1 -
2 -
3 -
4 -
5 -
LEI PROJECT #:
2014-1664
DRAWN BY:
TJP
CHECKED BY:
GDM
SCALE:
N.T.S.
DATE:
7/20/2016
EXHIBIT
1
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

USE MAP AND BUILDOUT ALLOCATION

The following Use Map, Exhibit B, depicts the proposed land uses and the conceptual intensity of 3.75 units per acre as proposed for Mt. Saratoga. The project is broken down into five (5) different Villages based on potential development patterns and the progressive construction of infrastructure improvements. The land use tabulations and color coding is broken down into the following categories:

- **Community Commercial.** This area is located along the frontage of Pony Express Parkway to the west of the proposed Mt. Saratoga Boulevard. Anticipated uses within the commercial area include those currently allowed, whether permitted or conditional, within the pending Community Commercial (CC) Zone.
- **Church and Civic Use.** An integral part of a master plan development and walkable community is the integration of civic uses such as churches and schools. While the overall site will be accommodating to churches of all faith, the predominant need for church sites will likely be LDS. The plan depicts one specific LDS site at the entrance to the development from Pony Express Parkway which is an ideal use for the prominent corner. Additional LDS sites, up to five (5), will be located throughout the site as each Village is finalized.
- **Single Family Units.** This area is characterized by detached, traditional single family housing products. Examples of the character, quality and finishes are depicted within this document. The single family areas of development have been set based on the proximity and visual impact from existing development within Saratoga Springs. It is the intention to provide a variety of lot and product sizing within the project in order to produce a diverse and sustainable community.
- **Flex Residential Neighborhoods.** Flex Residential Neighborhoods incorporate single family units, as well as two-family and three-family dwelling units. These neighborhoods must contain a minimum of fifty percent (50%) single family units. The use of two and three-family dwellings is consistent with the General Plan and may be utilized within these neighborhoods. Details regarding locations of product design will be provided within the individual Village Plans.

Townhome Example

Single Family Housing Example

- **Multi-Family Units (four or more attached units).** The location of multi-family neighborhoods has been based on their proximity to amenities, major transportation corridors and suitable topography. Particular care is also placed on locating these neighborhoods in areas that are not highly visible from existing development within Saratoga Springs. Examples of the character, quality and finishes are depicted within this document.
- **Open Space.** The overall site contains over 234 acres (34.2%) of open space with a vast majority incorporated into a connected community park with trails, amenities and improvements. Please see the Open Space section of this document for further information.
- **Storm Basins.** In conjunction with a preliminary storm drainage study, proposed storm basin sites have been identified. It is intended that the basins will be integrated into the overall grading and open space uses where possible. The final location, grading and size of these improvements will be completed during the subdivision phase of each Village.

The individual Village information is based on the following land use intensities:

- Two (2) Equivalent Residential Units (ERUs) per commercial acre have been used for planning purposes. Final commercial ERU's will be determined at the time of building permit application.
- Two (2) ERUs per LDS church site. If a LDS Stake Center is anticipated with a Village Plan, three (3) ERUs will be allocated.
- 4.11 persons per residential ERU has been used for estimating projected populations.
- Four (4) full-time employees per commercial acre is used for conceptual planning purposes. As the potential commercial uses are further defined within the Village Plans, these employee numbers may be updated.

The following five (5) Village's and their associated ERU and acreage are as follows:

- ***VILLAGE 1 – Quailhill at Mt. Saratoga***

  This Village is the initial phase and will set the tone for all remaining Villages. Quailhill will contain three distinct products of single family lots of varying size, townhomes and condominiums. An improvement with this Village includes a large portion of Mt. Saratoga Boulevard which is the main transportation spine of the overall development. The Boulevard will span from Pony Express Parkway and terminate at the first roundabout.

Community Commercial Use:	8 Ac (4%)	15 ERUs (1%)
Church Use:	4 Ac (2%)	2 ERUs (1%)
Single Family Residential Units:	94 Ac (48%)	462 ERUs (59%)
Flex Residential Units:	10 Ac (5%)	50 ERUs (6%)
Multi-Family Units:	10 Ac (5%)	261 ERUs (33%)
Open Space:	69 Ac (36%)	
Projected Population:	3,177 Persons	
Projected Employment:	30 Equivalent Full Time Jobs	

Townhome Interior Example

- ***VILLAGE 2 – Talus at Mt. Saratoga***

  This Village is a natural extension of the existing Talus Ridge development and will contain comparable lot sizing and product. In addition, open space will be expanded and integrated between the two developments.

Single Family Units:	63 Ac (70%)	192 ERUs (100%)
Open Space:	27 Ac (30%)	
Projected Population:	789 Persons	

- ***VILLAGE 3 – Highridge at Mt. Saratoga***

  Highridge is located at the convergence of the transportation corridors and centered within all the project open space amenities. The topography of the site produces a natural bowl area which is obscured from view from other properties within Saratoga Springs. These unique aspects make this area ideal for more intense density land uses.

Flex Residential Units:	52 Ac (45%)	353 ERUs (48%)
Multi-Family Units:	27 Ac (24%)	385 ERUs (52%)
Open Space:	36 Ac (31%)	
Projected Population:	3,033 Persons	

Condominium Exterior Example

- ***VILLAGE 4 – Overlook at Mt. Saratoga***

  Overlook contains the largest of the single family lots within the project. The lots are a prominent feature of the development and will provide the best views from the development and are integrated into the open space areas. The lots have been located to maximize the unique characteristics of the area while still providing an adequate buildable pad.

Single Family Residential Units:	96 Ac (60%)	242 ERUs (100%)
Open Space:	65 Ac (40%)	
Projected Populations:	995 Persons	

- ***VILLAGE 5 – Ridgehorne at Mt. Saratoga***

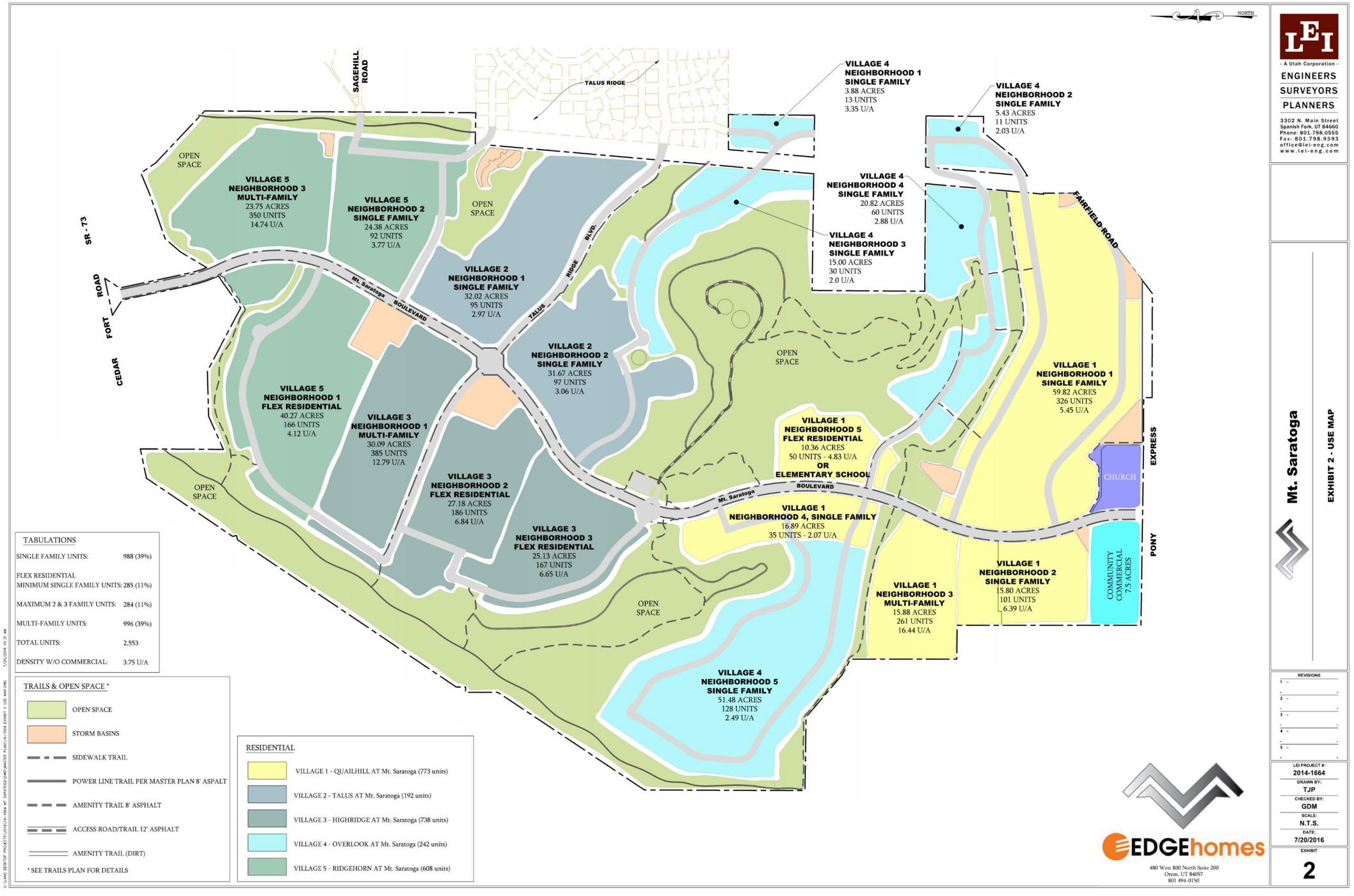
  Ridgehorne, the final Village, is located at the far north of the project and is the transition to the more intensive uses which will be located along SR-73. Higher density is ideal in this location due to the ease of access to major transportation routes and the proximity to the regional trail networks along the power corridors. There is a community commercial area located adjacent to this Village and SR-73.

Single Family Residential Units:	24 Ac (20%)	92 ERUs (15%)
Flex Residential Units:	40 Ac (33%)	166 ERUs (27%)
Multi-Family Units:	19 Ac (16%)	350 ERUs (58%)
Open Space:	38 Ac (31%)	
Projected Population:	2,499 Persons	

Condominium Exterior Example

Townhome Exterior Example

Single Family Housing Example


NORTH
SAGEHILL ROAD
TALUS RIDGE
VILLAGE 4 NEIGHBORHOOD 1 SINGLE FAMILY 3.88 ACRES 13 UNITS 3.35 U/A
VILLAGE 4 NEIGHBORHOOD 2 SINGLE FAMILY 5.43 ACRES 11 UNITS 2.03 U/A
VILLAGE 4 NEIGHBORHOOD 4 SINGLE FAMILY 20.82 ACRES 60 UNITS 2.88 U/A
VILLAGE 4 NEIGHBORHOOD 3 SINGLE FAMILY 15.00 ACRES 30 UNITS 2.0 U/A
OPEN SPACE
VILLAGE 5 NEIGHBORHOOD 3 MULTI-FAMILY 23.75 ACRES 350 UNITS 14.74 U/A
VILLAGE 5 NEIGHBORHOOD 2 SINGLE FAMILY 24.38 ACRES 92 UNITS 3.77 U/A
OPEN SPACE
SR - 73
FORT CEDAR ROAD
Mt. Saratoga BOULEVARD
TALUS RIDGE BLVD.
VILLAGE 2 NEIGHBORHOOD 1 SINGLE FAMILY 32.02 ACRES 95 UNITS 2.97 U/A
VILLAGE 2 NEIGHBORHOOD 2 SINGLE FAMILY 31.67 ACRES 97 UNITS 3.06 U/A
OPEN SPACE
FAIRFIELD ROAD
VILLAGE 1 NEIGHBORHOOD 1 SINGLE FAMILY 59.82 ACRES 326 UNITS 5.45 U/A
VILLAGE 5 NEIGHBORHOOD 1 FLEX RESIDENTIAL 40.27 ACRES 166 UNITS 4.12 U/A
VILLAGE 3 NEIGHBORHOOD 1 MULTI-FAMILY 30.09 ACRES 385 UNITS 12.79 U/A
VILLAGE 1 NEIGHBORHOOD 5 FLEX RESIDENTIAL 10.36 ACRES 50 UNITS - 4.83 U/A OR ELEMENTARY SCHOOL
EXPRESS
CHURCH
OPEN SPACE
VILLAGE 3 NEIGHBORHOOD 2 FLEX RESIDENTIAL 27.18 ACRES 186 UNITS 6.84 U/A
VILLAGE 1 NEIGHBORHOOD 4, SINGLE FAMILY 16.89 ACRES 35 UNITS - 2.07 U/A
VILLAGE 3 NEIGHBORHOOD 3 FLEX RESIDENTIAL 25.13 ACRES 167 UNITS 6.65 U/A
VILLAGE 1 NEIGHBORHOOD 3 MULTI-FAMILY 15.88 ACRES 261 UNITS 16.44 U/A
VILLAGE 1 NEIGHBORHOOD 2 SINGLE FAMILY 15.80 ACRES 101 UNITS 6.39 U/A
COMMUNITY COMMERCIAL 7.5 ACRES
PONY
OPEN SPACE
VILLAGE 4 NEIGHBORHOOD 5 SINGLE FAMILY 51.48 ACRES 128 UNITS 2.49 U/A
TABULATIONS
SINGLE FAMILY UNITS: 988 (39%)
FLEX RESIDENTIAL MINIMUM SINGLE FAMILY UNITS: 285 (11%)
MAXIMUM 2 & 3 FAMILY UNITS: 284 (11%)
MULTI-FAMILY UNITS: 996 (39%)
TOTAL UNITS: 2,553
DENSITY W/O COMMERCIAL: 3.75 U/A
TRAILS & OPEN SPACE *
OPEN SPACE
STORM BASINS
SIDEWALK TRAIL
POWER LINE TRAIL PER MASTER PLAN 8' ASPALT
AMENITY TRAIL 8' ASPHALT
ACCESS ROAD/TRAIL 12' ASPHALT
AMENITY TRAIL (DIRT)
* SEE TRAILS PLAN FOR DETAILS
RESIDENTIAL
VILLAGE 1 - QUAILHILL AT Mt. Saratoga (773 units)
VILLAGE 2 - TALUS AT Mt. Saratoga (192 units)
VILLAGE 3 - HIGHRIDGE AT Mt. Saratoga (738 units)
VILLAGE 4 - OVERLOOK AT Mt. Saratoga (242 units)
VILLAGE 5 - RIDGEHORN AT Mt. Saratoga (608 units)
LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
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3302 N. Main Street
Spanish Fork, UT 84660
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Mt. Saratoga
EXHIBIT 2 - USE MAP
REVISIONS
LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 2
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

OPEN SPACE PLAN

Integration of open space and the use of the natural topography of the site have been key elements in the design process of Mt. Saratoga. The ridgeline contained within the project provides an ideal combination of recreation opportunities, trails, views and connectivity while protecting the view corridor for the existing Saratoga Springs residents. The Open Space Master Plan depicts the results of this planning effort.

Improved parks and trails are well placed, designed, reach into, and become embraced by the native landscaping that strengthens the links between neighborhoods. Pedestrian wayfinding is introduced by subtle trail markers to provide a sense of safety, orientation and unity as users explore the massive open spaces that surround Mt. Saratoga. Fencing is important to assist in defining space that will be sensitively designed and placed to compliment the sites natural character.

Key elements of the Open Space Master Plan include the following:

- ***Community Park.*** The proposed community park boundary encompasses approximately 205 acres. The intent of this large area is to meet the requirements of a community park as outlined in the Saratoga Springs Parks, Recreation, Trails and Open Space Master Plan. The master plan lays out locations for community parks to service development areas within a one mile radius, but did not place a community park within service distance to Mt. Saratoga. Therefore, the proposed community park will meet the recreation level of service for the development. The Community Park will be completed in phases according to Exhibit 1, "Open Space Phasing." As areas of the Community Park are completed through the final plat and improvement process, they will be dedicated to Saratoga Springs for ownership and maintenance.
- ***Amenities.*** The open space requirement and associated proposed amenities are based on the Open Space Standards as contained within this document. These standards have been adopted from the draft ordinance proposal by the Saratoga Springs planning staff. The standards require the determination of an equivalent open space acreage based on proposed land uses. The land uses vary from fully improved open space with full access to unimproved sensitive lands. The equivalent open space is required to be above one acre per 40 residential units. The amenities are then determined based on a point system at a minimum of 50 points per required equivalent acre. Amenities are rated by category of improvement and point allowances. The Open Space Calculations tabulation shown herein follows this process and itemizes proposed amenities to be built within the community. These amenities are subject to the following:
    - The proposed amenities outlined within the Open Space Calculations are conceptual in nature and based on the current Land Use Plan. Modifications may be proposed with subsequent Village Plans based on decrease of density or open space design change. Any modifications must be equal or greater in points and based on the point system established within the Open Space standards.
    - Should any neighborhoods identified as multi-family within the land use plan be amended to single family lots, the open space and amenities associated with the multi-family neighborhood will be reduced proportionately to the number of multi-family units being converted to single family.
    - In no case shall the overall project open space be reduced below thirty percent (30%). In the event the Villages are improved out of order, a minimum cumulative thirty percent (30%) open space will be provided. The amenity packages for each phase will be improved with each Village as it develops.
    - Based on the current land use plan of 2,553 units, the minimum amenities points as outlined with the open space calculations is 3,191.
    - In order to provide a more diverse and amenity based development a total amenity points of 4,106 is to be completed based on the current Land Use Plan.
    - The open space and amenity point tabulations may be amended proportionally with the reduction of units, enlargement of single family lots, or conversion of multi-family to single family.
    - Additional equivalent acreage is limited to a maximum of fifty percent (50%) of required amenity points.
    - In that Mt. Saratoga has significant and extraordinary infrastructure requirements which will be beneficial to the project and the City, acknowledgement of infrastructure costs will be factored into the timing requirements of open space and associated amenities.
- ***Proportionate Open Space and Amenity Points.*** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space at a minimum of thirty percent (30%) land mass. This method will insure a consistent level of service for all Villages within the development. See Exhibit 1 - "Open Space Phasing Plan" within the Open Space section of this document for further details and acreages. Amenity points are based on proposed ERU counts and will also be constructed proportionately. Please see the spreadsheet for the proposed amenities by Village.

Pedestrian Underpass Example

Mt. Saratoga

Open Space Calculations

	# Units	Units / Ac	Required Acres
Required Open Space (Equivalent Acre)	2,553	40	63.8

Equivalent Open Space

Land Use	*Multiplier*	*Actual Acres*	*Equivalent Acres*
Unimproved, Not Sensitive Lands	0.15	-	-
Sensitive Lands - No Access	0.15	-	-
Sensitive Lands - Limited Access	0.45	30.3	13.6
Improvements of Existing City Owned OS	0.67	-	-
Detention Basin - Limited Access	0.67	14.4	9.6
Detention Basin - No Access	-	-	-
Partially Improved	0.75	148.7	111.5
Fully Improved with Limited Access (Within Multi-Family)	0.75	11.9	8.9
Fully Improved with Full Access	1.00	29.7	29.7
Total Open Space Acres		**235**	
Total Equivalent Open Space Acres			**173.4**
Required Amenity Points @ 50 per Equivalent Acre			**3,191.3**

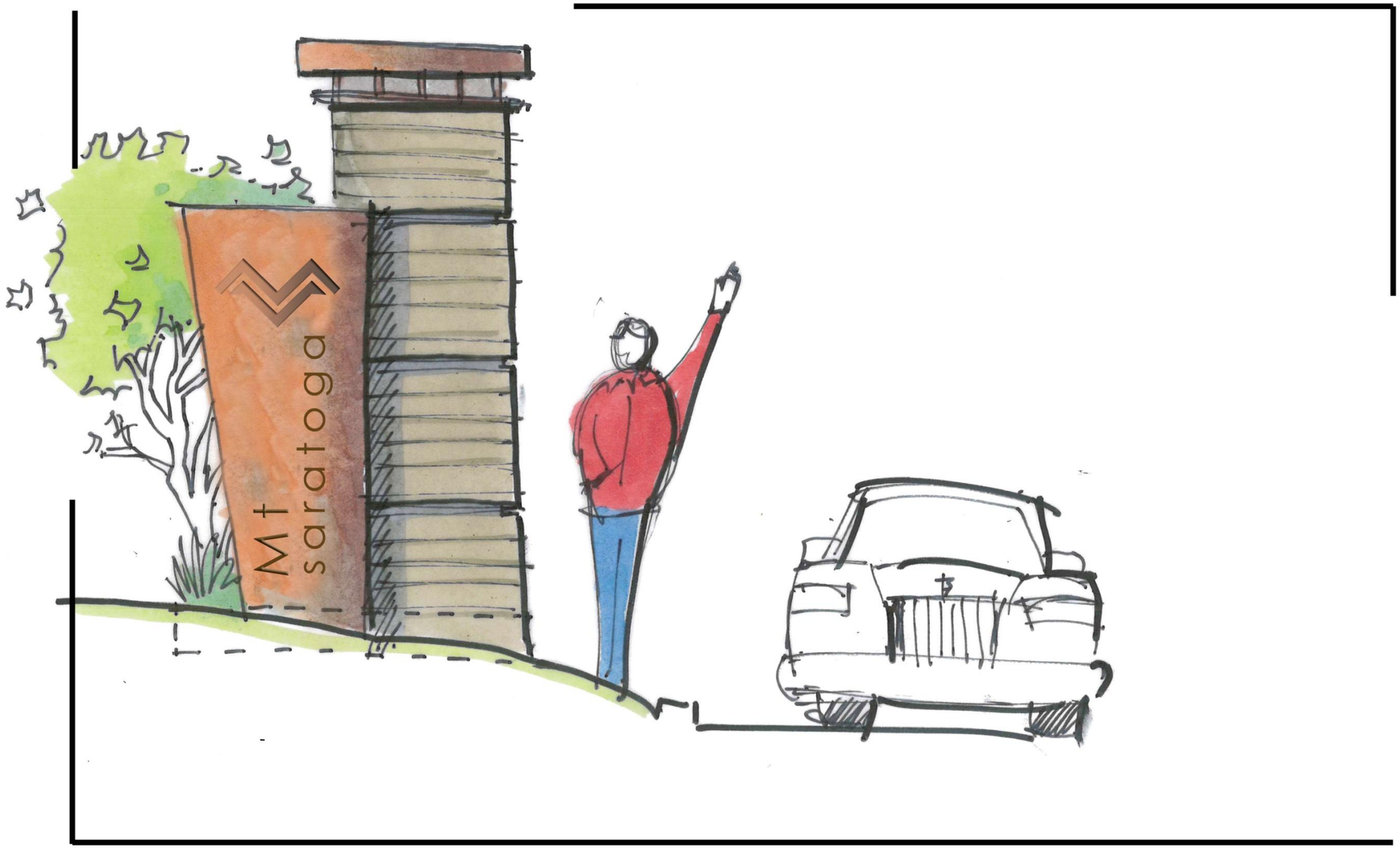
Proposed Amenities

					Village 1		*Village 2*		*Village 3*		*Village 4*		*Village 5*	
Item	*Category*	*Points*	*Quantity*	*Total Points*	*Quantity*	*Total Points*	*Quantity*	*Total Points*	*Quantity*	*Total Points*	*Quantity*	*Total Points*	*Quantity*	*Total Points*
Swimming Pool (Multi-Family Areas)	A	137.5	2.0	275.0	0.0	0.0	0.0	0.0	1.0	137.5	0.0	0.0	1.0	137.5
Bathrooms (With Pavillion)	B	92.8	1.0	92.8	1.0	92.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pavillion, Extra Large	B	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Playground	C	26.0	6.0	156.0	2.0	52.0	0.0	0.0	1.0	26.0	1.0	26.0	2.0	52.0
Trail, Hard Surface (per 1,000')	D	20.6	52.6	1,084.2	21.4	440.0	5.2	106.6	7.0	144.2	9.0	185.4	10.1	208.0
Swing Set	D	12.5	6.0	75.0	2.0	25.0	0.0	0.0	1.0	12.5	1.0	12.5	2.0	25.0
Basketball - Half Court	D	8.3	3.0	24.9	0.0	0.0	0.0	0.0	2.0	16.6	0.0	0.0	1.0	8.3
Baseball Diamond - Little League	E	4.4	1.0	4.4	1.0	4.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trail, Dirt (per 1,000')	E	1.5	6.8	10.3	2.0	2.9	1.7	2.5	1.8	2.7	1.4	2.1	0.0	0.0
Drinking Fountain	F	1.2	7.0	8.4	4.0	4.8	0.0	0.0	2.0	2.4	0.0	0.0	1.0	1.2
Table	F	0.8	20.0	16.0	6.0	4.8	2.0	1.6	6.0	4.8	2.0	1.6	4.0	3.2
Trash Can	F	0.7	30.0	21.0	9.0	6.3	3.0	2.1	8.0	5.6	3.0	2.1	7.0	4.9
Workout Station	F	0.5	6.0	3.0	3.0	1.5	0.0	0.0	1.0	0.5	1.0	0.5	1.0	0.5
Park Benches	F	0.4	30.0	12.0	9.0	3.6	3.0	1.2	8.0	3.2	3.0	1.2	7.0	2.8
BBQ Grills	F	0.3	10.0	3.0	3.0	0.9	1.0	0.3	3.0	0.9	1.0	0.3	2.0	0.6
Parking Spaces (Clubhouses & Main Park)	P	0.7	59.0	41.3	59.0	41.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Proposed Amenities Not Listed														
Pedestrian Underpass	A	150.0	1.0	150.0	1.0	150.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Clubhouses w/Pool	A	150.0	2.0	300.0	0.0	0.0	0.0	0.0	1.0	150.0	0.0	0.0	1.0	150.0
Clubhouses w/Gathering Area	A	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Frisbee Golf	B	50.0	1.0	50.0	0.0	0.0	1.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0
Additional Equivalent Acreage (173.4-63.8)[1]	A	40.0	109.6	1,595.6	33.2	483.1	8.2	120.0	31.7	461.3	10.4	151.3	26.1	380.0
Dog Park	B	25.0	1.0	25.0	0.0	0.0	1.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0
Pickleball Court	D	8.3	1.0	8.3	0.0	0.0	1.0	8.3		0.0		0.0		0.0
Total Amenity Points				**4,106.2**		**1,463.5**		**317.6**		**968.2**		**383.0**		**974.0**
Notes:				**ERU**		773		192		738		242		608
1 - Additional equivalent acreage is limited to a maximum of				**ERU (%)**		30.3%		7.5%		28.9%		9.5%		23.8%
50% of required amenity points.				**Amenity Points Req. per Village**		1,243.3		308.8		1,187.0		389.2		977.9
				Cumulative Amenity Points Required		1,243.3		1,552.1		2,739.1		3,128.3		4,106.2
				Cumulative Amenity Points Total		1,463.5		1,781.1		2,749.3		3,132.2		4,106.2

- ***Talus Ridge Park Extension.*** The existing Talus Ridge development to the east contains a 3.4 acre park which will be extended through Mt. Saratoga with an additional 7.9 acres of open space. This area contains one of the main drainages for the area and will be designed with detention basins and connection to the existing master plan storm drainage infrastructure installed in Talus Ridge.
- ***Trails.*** The project includes over 11 miles of trails as shown within Exhibit G-2, "Trails Plan." This vast trail network includes:
  - ***Powerline Corridor Trail.*** The City's master plan calls for trails along the power corridor at both the east and west borders of the project. These trails, at a total length of over 8,000 feet, will be generally through natural areas and connect improved park and open space areas.
  - ***Amenity Trails.*** Connections through the park and open space areas and between the powerline corridor trails will generally be provided by amenity trails. These trails will provide access along the ridgelines with multiple access points into the housing areas. The overall length of amenity trails is approximately 20,700 feet.
  - ***Access Road / Trail.*** A portion of the ridgeline trail will also serve as the access road to the culinary and secondary water infrastructure. This trail will be upsized to 12' concrete in order to accommodate maintenance vehicles and will be about 2,400 feet in length.
  - ***Sidewalk Trail.*** In order to provide a more multi-purpose pedestrian and bike use of the main boulevards, the standard sidewalks have been upgraded to an 8' concrete trail. The road cross sections have been adjusted accordingly and the length of trail is over 22,000 feet.
  - ***Dirt Trails.*** In addition to the hard surface trails along the ridgeline open space, graded natural surface trails are proposed to access areas of open space. These trails are also intended to accommodate mountain biking. The total proposed length is almost 6,000 feet.
- ***Pedestrian Underpass.*** The trails, parking area and major amenities culminate at the round-about located at the center of the community and along the ridgeline. In order to provide a safe crossing of the boulevard and connection of trail and amenities, a pedestrian underpass is proposed. The underpass will be designed with adequate visibility, lighting and safety elements. In addition, if an elementary school is located within Neighborhood 5 of Village 1, the pedestrian underpass will provide a safe crossing for the students. This underpass element will provide interaction between villages and access to community amenities.
- ***Monumentation and Signage.*** Community signage is deliberate and meant to reflect this site's sense of place with materials that highlight the rustic environment and native open spaces while embracing the careful touch that Edge Homes has put on the land. Monumentation and signage will meet the sign requirements set forth in Title 19.18.07 of the City Code, except as outlined below:
  - ***Entry Monumentation.*** The primary entrance to Mt. Saratoga will be at the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. A concept plan of the monumentation at this intersection is shown on Page 12 and 13. This concept entry monument features are not to scale and actual monuments will meet the sign requirements of the City Code, with a maximum signage height of 10 feet and an overall height limitation of 20 feet. This entry monument will set the theme of style and material use to be used throughout the development. Examples of use of material finishes and lettering are shown on Page 17. This monument will be owned and maintained by the Master Home Owners Association.
    - Mt. Saratoga entry monuments may contain two balanced elements as shown in the conceptual plan on Page 13.
  - ***Monument Feature.*** Second tier monument features are proposed to be located at secondary entrances and key feature points. In particular, these monuments are planned for the north end of the development along Mt. Saratoga Boulevard, the project entrance from Talus Ridge and consistent features placed within the center island of the roundabouts along Mt. Saratoga Boulevard. The monument features, as shown in the following concept example, incorporate similar style and materials as the main entry monumentation. These monuments will be owned and maintained by the Master Home Owners Association.
  - ***Signage.*** Third tier features will be detailed at the Village plan stage of development. These features will create a specific sense of place on a Village basis and borrow elements and materials from the main monumentation theme of the overall development. Signage elements to be addressed include:
    - Individual Village Entry monuments.
    - Street signs.
    - Directional signage.
    - Collective mailbox façade.

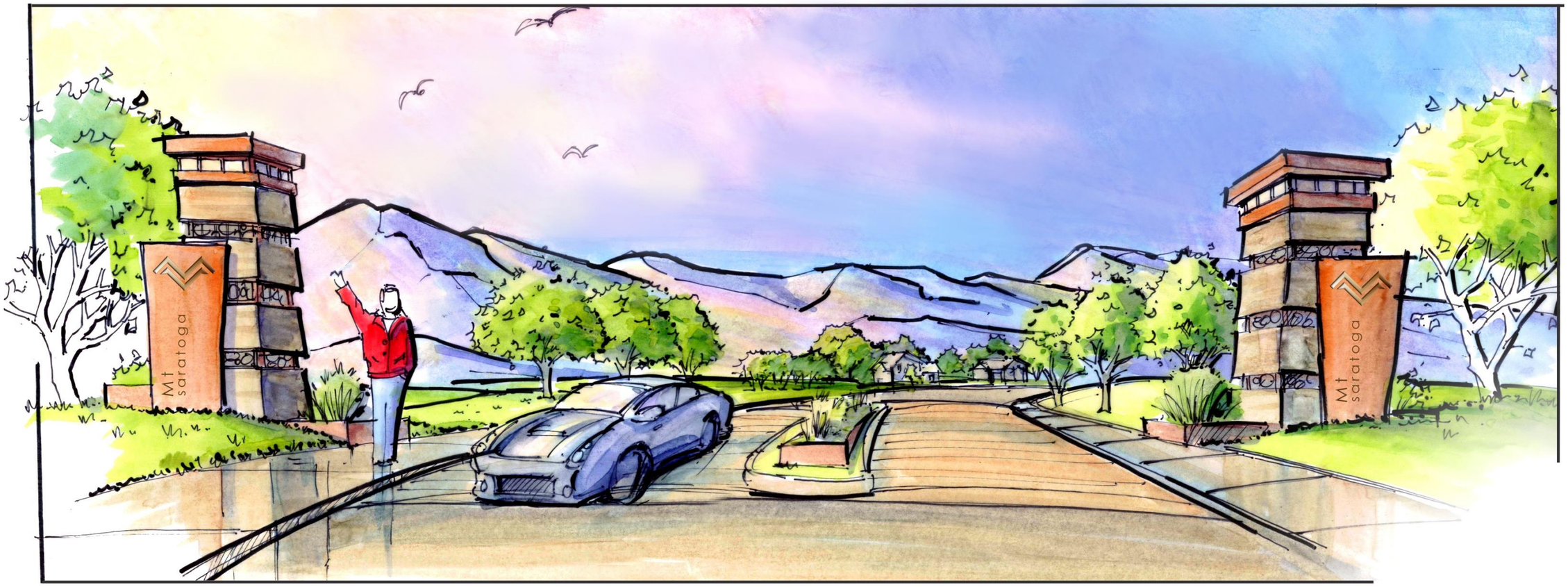
Pedestrian Underpass Example

SECONDARY ENTRY MONUMENTATION



ENTRY MONUMENTATION FEATURE EXAMPLE

Mt. Saratoga Entry Monument Perspective



ENTRY MONUMENTATION EXAMPLE

TALUS RIDGE
TALUS RIDGE OPEN SPACE
CONNECT TO FUTURE POWER LINE CORRIDOR TRAIL
CONNECT TO FUTURE POWER LINE CORRIDOR TRAIL
SAGEHILL ROAD
CEDAR FORT ROAD
HIGHWAY 73
MT. Saratoga BLVD.
TALUS RIDGE BLVD.
FAIRFIELD ROAD
PONY EXPRESS PARKWAY
CHURCH
COMMERCIAL
PARK 2.93 ac.
PARK 0.88 ac.
PARK 3.25 ac.
PARK 1.95 ac.
PARK 13.96 ac.
PARK 0.96 ac.
PARK 4.90 ac.
NORTH
PROPOSED OPEN SPACE AMENITIES
A SWIMMING POOL (MULTI-FAMILY AREAS)
B BATHROOMS (WITH PAVILION)
C PAVILION, EXTRA LARGE
D PLAYGROUND
E TRAIL, HARD SURFACE (PER 1,000')
F SWING SET
G BASKETBALL - HALF COURT
H BASEBALL DIAMOND
I TRAIL, DIRT (PER 1,000')
J DRINKING FOUNTAIN
K TABLE (distributed proportionally)
L TRASH CAN (distributed proportionally)
M WORKOUT STATION
N PARK BENCHES (distributed proportionally)
O BBQ GRILLS (distributed proportionally)
P PARKING SPACES -MAIN PARK
PROPOSED AMENITIES NOT LISTED
Q PEDESTRIAN UNDERPASS
R CLUBHOUSE - Large
S CLUBHOUSE - Small
T FRISBEE GOLF
U ADDITIONAL OPEN SPACE AREA (173.4-63.8)
V DOG PARK
W PICKLEBALL COURT
STORM BASINS
1 STORM BASIN - 0.37 ac.
2 STORM BASIN - 0.82 ac.
3 STORM BASIN - 2.82 ac.
4 STORM BASIN - 2.92 ac.
5 REMOVED
6 STORM BASIN - 0.95 ac.
7 STORM BASIN - 1.32 ac.
8 STORM BASIN - 0.72 ac.
9 STORM BASIN - 0.29 ac.
10 STORM BASIN - 0.41 ac.
LEGEND
SINGLE FAMILY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL
IMPROVED OPEN SPACE
NATIVE OPEN SPACE
STORM BASINS
SENSITIVE LANDS > 30% SLOPE / OTHER
PEDESTRIAN UNDERPASS
MONUMENTS
ENTRANCE MONUMENTION
MONUMENT FEATURE
TRAILS - see Trails Plan
POWERLINE CORRIDOR TRAIL
AMENITY TRAIL (8' ASPHALT)
ACCESS ROAD/TRAIL (12' ASPHALT)
SIDEWALK TRAIL (8' CONCRETE)
TRAIL (DIRT)
COMMUNITY PARK BOUNDARY 206.67± ACRES (30.04%)
Includes storm basins 5 & 6
TALUS RIDGE PARK EXTENSION 7.88± ACRES (1.15%)
Includes storm basin 2
NOTES
1. THE FEATURES AND AMENITIES IN THIS EXHIBIT ARE CONCEPTUAL IN NATURE.
2. EXISTING DRAINAGE WILL BE INCORPORATED INTO THE OVERALL OPEN SPACE PLAN AND IMPROVED ACCORDING TO CITY STANDARDS.
OPEN SPACE TABULATIONS
OVERALL AREA: 687.93 ACRES
OPEN SPACE REQUIRED: 206.38 ACRES (30%)
OPEN SPACE PROPOSED
NATIVE: 148.70 ACRES (21.62%)
IMPROVED: 29.73 ACRES (4.32 %)
WITHIN MULTI-FAMILY: 11.88 ACRES (1.73%)
Village 1, Neighborhood 2: 2.54 acres
Village 1, Neighborhood 3: 1.53 acres
Village 3, Neighborhood 1: 1.98 acres
Village 3, Neighborhood 4: 1.03 acres
Village 5, Neighborhood 3: 3.26 acres
Village 5, Neighborhood 4: 1.54 acres
STORM BASINS: 14.37 ACRES (2.09%)
SENSITIVE LANDS: 30.30 ACRES (4.40%)
TOTAL: 234.98 ACRES (34.16%)
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MT. Saratoga
EXHIBIT 3 - OPEN SPACE MASTER PLAN
REVISIONS
1 -
2 -
3 -
4 -
5 -
LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 3
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

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Mt. Saratoga

EXHIBIT 4 - TRAILS PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 4

EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

SAGEHILL ROAD
TALUS RIDGE
CONNECT TO FUTURE POWER LINE CORRIDOR TRAIL
FAIRFIELD ROAD
CEDAR FORT ROAD
HIGHWAY 73
PONY EXPRESS PARKWAY
CHURCH
COMMUNITY COMMERCIAL 7.5 ACRES
NORTH
1
2
3
4
5
LEGEND
SINGLE FAMILY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL
IMPROVED OPEN SPACE
NATIVE OPEN SPACE
STORM BASINS
PEDESTRIAN UNDERPASS
OPEN SPACE PHASING TABULATIONS
VILLAGE 1
OVERALL AREA 201.17 ACRES
REQUIRED OPEN SPACE 60.35 ACRES (30%)
GENERAL OPEN SPACE 65.02 ACRES
MULTI-FAMILY NEIGHBORHOOD 2 2.54 ACRES
TOTAL: 67.56 ACRES (33.58%)
VILLAGE 2
OVERALL AREA 92.92 ACRES
REQUIRED OPEN SPACE 27.88 ACRES (30%)
GENERAL OPEN SPACE 27.28 ACRES
TOTAL: 27.28 (29.3%)
CUMULATIVE OPEN SPACE: 94.84 ACRES (32.25%)
VILLAGE 3
OVERALL AREA 110.07 ACRES
REQUIRED OPEN SPACE 33.02 ACRES (30%)
GENERAL OPEN SPACE 33.06 ACRES
MULTI-FAMILY NEIGHBORHOOD 1 1.98 ACRES
MULTI-FAMILY NEIGHBORHOOD 4 1.03 ACRES
TOTAL: 36.07 ACRES (32.77%)
CUMULATIVE OPEN SPACE: 130.91 ACRES (32.77%)
VILLAGE 4
OVERALL AREA 160.99 ACRES
REQUIRED OPEN SPACE 48.30 ACRES (30%)
GENERAL OPEN SPACE 64.75 ACRES
TOTAL: 64.75 ACRES (40.22%)
CUMULATIVE OPEN SPACE: 195.66 ACRES (34.62%)
VILLAGE 5
OVERALL AREA 122.78 ACRES
REQUIRED OPEN SPACE 36.83 ACRES (30%)
GENERAL OPEN SPACE 34.52 ACRES
MULTI-FAMILY NEIGHBORHOOD 3 3.26 ACRES
MULTI-FAMILY NEIGHBORHOOD 4 1.54 ACRES
TOTAL: 39.32 ACRES (32.02%)
CUMULATIVE OPEN SPACE: 234.98 ACRES (34.16%)
TRAILS - See Trails Plan
POWERLINE CORRIDOR TRAIL (12' ROAD BASE)
AMENITY TRAIL (8' ASPHALT)
ACCESS ROAD/TRAIL (12' ASPHALT)
SIDEWALK TRAIL (8' CONCRETE)
TRAIL (DIRT)
LEI
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www.lei-eng.com
Mt. Saratoga
EXHIBIT 5 - OPEN SPACE PHASING
REVISIONS
LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 5
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

EDGEhomes

Entry Monumentation

A. Textured Concrete

B. Rammed/Layered Concrete

STEEL SIGNAGE/ACCENT OPTIONS

Stainless w Cut-Out

Steel Gabion

Stainless Letters on Blackened Steel

Corten Panel

MONUMENT MATERIALS AND FINISHES

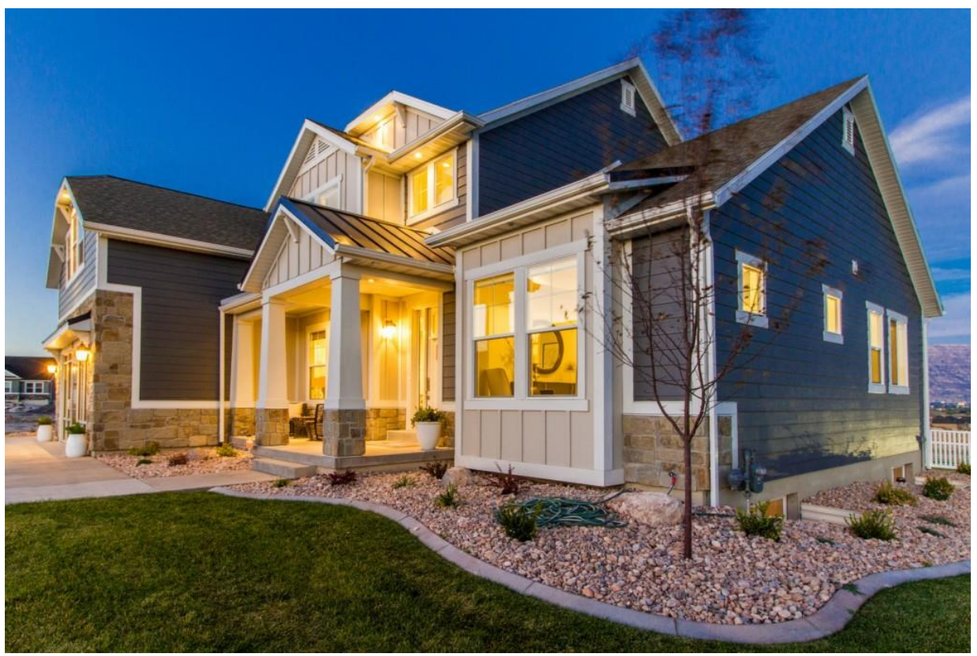
EDGE HOMES Mt. Saratoga Entry

northland DESIGN GROUP
Landscape Architecture + Land Planning

GUIDING PRINCIPLES

As the planning and vision of Mt. Saratoga has evolved over the last several years, several guiding principles have stayed consistent and have been the basis for this Community Plan. These principles are intended to produce a quality and livable community that is the showpiece of Edge Homes. Each of these guiding principles will be enhanced and explored further with each subsequent Village Plan:

- ***Continued Quality.*** Edge Homes has a vested interest in the development of this area of Saratoga Springs. With Mt. Saratoga, Edge Homes is continuing to build upon the quality that has been established in the adjacent subdivision of Talus Ridge. With a majority of the phases complete and housing construction on-going, Talus Ridge is a prime example of the quality, housing product and business practices of Edge Homes. This successful project was developed as a standard subdivision, but was intended to be the first step toward this overall master plan community. With this beginning, Edge Homes will continue the quality of development and expectations as demonstrated by Talus Ridge.
    - ***Establishment of Standards.*** In order to ensure this continued quality to the City, Covenants, Conditions and Restrictions (CC&Rs) will be submitted at each final plat approval. These CC&Rs are the basic template for more detailed and specific requirements that will be adopted with each Village Plan.



Talus Ridge Model Home

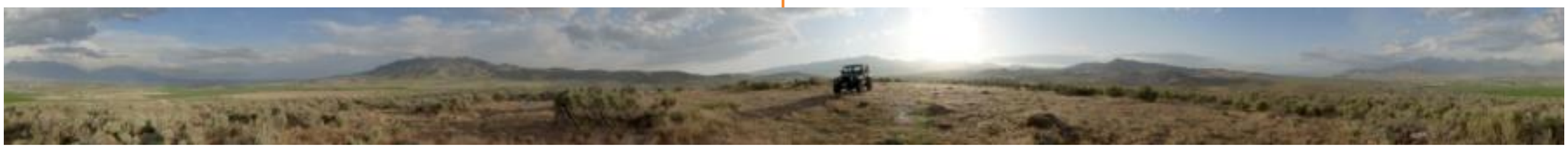
Talus Ridge Model Home

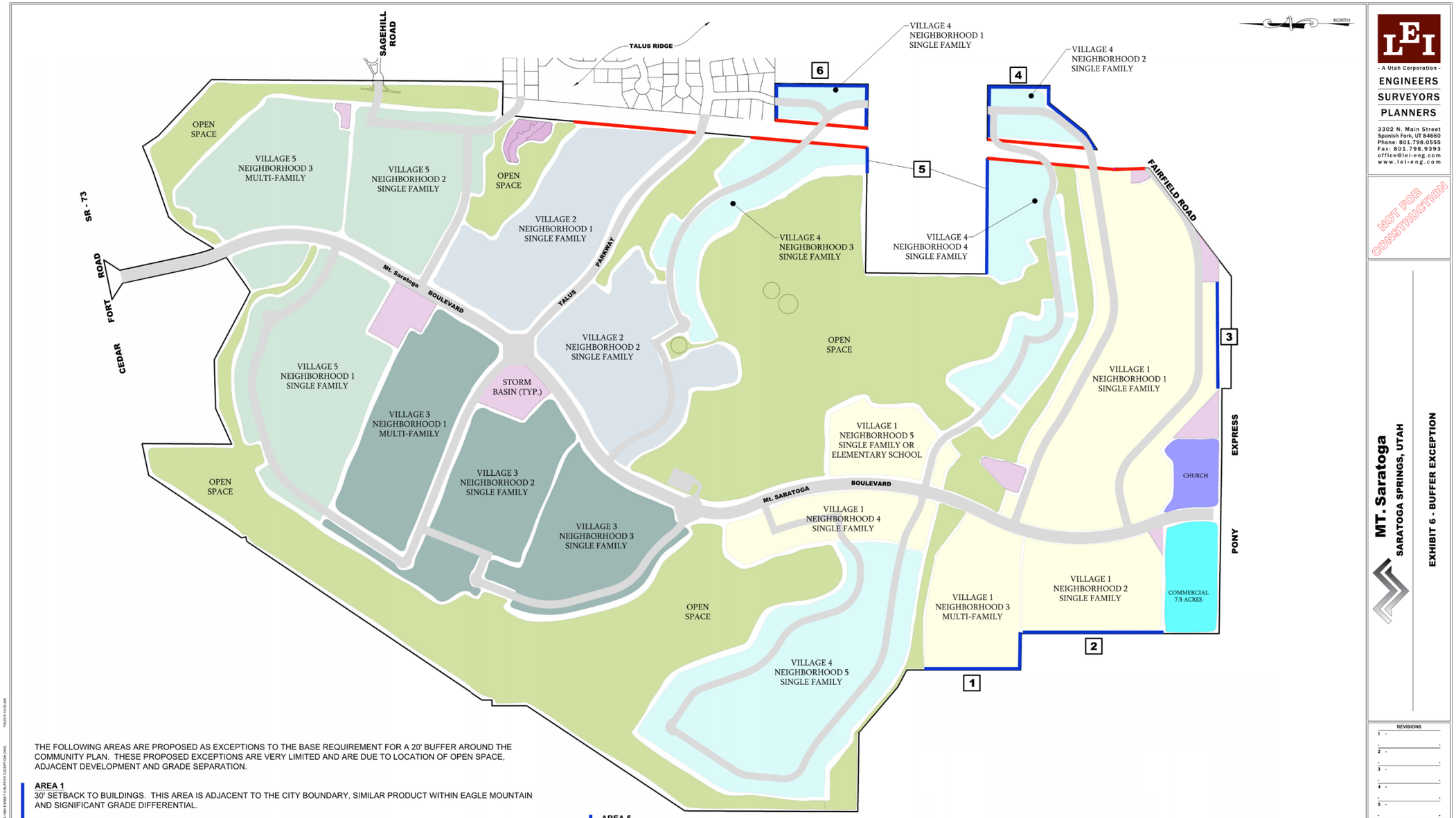
- ***Livable Community.*** While often overused, the term "livable community" is a main goal of Mt. Saratoga and is defined by Edge Homes to be a community that can be all inclusive for the housing, recreation, interaction, worship and education needs of an individual or family. In order to meet this goal, the community must emphasize product diversity, transportation connectivity, integration of open space and respect for the underlying land.
    - ***Variety of Product.*** Diversity of housing product can help produce a livable community. Mt. Saratoga will provide housing product to meet each life stage from young couples, families and retirement.
- ***United Theme.*** In order to distinguish Mt. Saratoga, an overall sense of place will be incorporated and utilize the Mt. Saratoga logo as distinguishing feature to be incorporated in street signage and monumentation. The logo integrates the "M" in Mt. Saratoga and silhouettes the Oquirrh Mountains in the background. These overall themes will be further detailed and enhanced in each Village plan. Theming is to incorporate the following attributes:
    - ***Monumentation.*** As discussed earlier in this document, monumentation will be consistent for the overall project and encompass the entry monuments and directional signage.
    - ***Streetscapes.*** As discussed with this document, streetscapes will be consistent throughout the development with the incorporation of street trees and landscape planter areas. Proposed street tree species will be coordinated with the City's approved plant list to determine suitability and longevity for the site. Consistent fencing will be placed along both Mt. Saratoga Boulevard in a manner to blend with the natural surroundings while providing a degree of privacy to the adjacent residential backyards.

- ***Minimize Impacts.*** A variety of techniques have been incorporated within the Mt. Saratoga development to decrease the impacts on the surrounding area and adjacent neighbors to the project. This is accomplished through the use of topography, natural buffers, trail corridors and architecture. It should also be noted that Mt. Saratoga will enhance the neighboring properties by providing recreational opportunities, trail connectivity, transportation connectivity and utility infrastructure.
    - ***Views.*** The overwhelming physical attributes of the project are the unique topography and unparalleled views in all directions of the site. In order to preserve these attributes, the vast majority of the hillside and ridgelines have been used as open space and locations for community amenities. As development of subsequent village plans are considered, particular attention will be placed on grading, house placement and orientation to work with the existing topography and enable the individual homes to enjoy the natural view and access to open space. Detailed sight line studies will be presented with each Village Plan.
    - ***Exterior Planned Community Buffer.*** A vast majority of the community's exterior boundary borders on open space uses. Exceptions and their respective explanation are contained within Exhibit 2, "Buffer Exception Exhibit."
    - ***Use of the Existing Topography.*** Although challenging at times, the existing topography and sensitive lands within the Mt. Saratoga development can create a natural barrier that can be used to separate varieties in density between adjacent neighborhoods. Life at Mt. Saratoga provides a unique sense of place from its surrounding neighbors. Homes are sensitively sited against backdrops of preserved, native rolling hills and naturally occurring tucked in spaces. These are interconnected by the always present native open spaces found throughout the community melding together neighborhoods and people.
    - ***Natural Buffers.*** As described above, the use of the existing topography and preservation of the natural vegetation will provide a difference in elevation and land use between to different residential zones. The combination of the two natural buffer types provide a more preferred mitigation method rather than providing man-made buffers such as streets, fences, etc.
    - ***Trail Corridors.*** The east, west and south sides of Mt. Saratoga contain master plan trail corridors. In addition, the east and west corridors follow the Rocky Mountain Power powerlines which allow a minimum of 120 feet of space between adjacent uses.
    - ***Architecture.*** Homes that are highly visible from neighboring communities will be evaluated to provide 360 degree architecture in order to minimize the visual impacts.

Hillside Development Example, Rosecrest Model Home

- ***Master Planning.*** One of the most significant benefits of a community plan is the ability to master plan all aspects of the development from housing to utility serviceability. With master planning, the overall aspects of multiple parcels are taken into account rather than simply planning individual parcels. This allows efficiencies for not only the developer, but the City as well, through cohesive utility plans, consistency and patterned development phasing. The master planning for Mt. Saratoga, as demonstrated herein, has incorporated each utility, open space, pedestrian system and development standards.
    - ***Public Benefit.*** Mt. Saratoga is situated ideally to provide significant public benefit. Transportation connectivity is a major benefit that will be provided by the Mt. Saratoga Boulevard connection of Pony Express Parkway and SR-73. This connection will relieve traffic on 800 West, provide access to major retail and commercial centers of Saratoga Springs and also direct pass-through traffic to the major transportation corridors. The site also provides ideal sites for the installation of culinary and secondary water system improvements which will service not only the development, but significant areas of the City.





THE FOLLOWING AREAS ARE PROPOSED AS EXCEPTIONS TO THE BASE REQUIREMENT FOR A 20' BUFFER AROUND THE COMMUNITY PLAN. THESE PROPOSED EXCEPTIONS ARE VERY LIMITED AND ARE DUE TO LOCATION OF OPEN SPACE, ADJACENT DEVELOPMENT AND GRADE SEPARATION.

AREA 1
30' SETBACK TO BUILDINGS. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, SIMILAR PRODUCT WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE DIFFERENTIAL.

AREA 2
15' SETBACK TO HOUSES. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, TOWNHOMES WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE SEPARATION.

AREA 3
20' SETBACK FROM PONY EXPRESS RIGHT-OF-WAY TO HOUSES. THIS AREA ALREADY INCORPORATES SIGNIFICANT LANDSCAPE BUFFER WITHIN THE PROPOSED PONY EXPRESS WIDENING. THE LOTS ALSO HAVE A SIGNIFICANT GRADE CHANGE WHICH ALLOWS WALK-OUT BASEMENTS AND ADDITIONAL GRADING TO THE RIGHT-OF-WAY.

AREA 4
THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

AREA 5
THESE AREAS ARE ADJACENT TO AN INTERNAL PROPERTY OWNED BY A DIFFERENT ENTITY. ANY FUTURE DEVELOPMENT OF THIS PARCEL WOULD BE SIMILAR IN NATURE AND SHOULD APPEAR TO BE SEAMLESSLY INCORPORATED, THEREFORE, A BUFFER IS NOT RECOMMENDED.

AREA 6
THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

THESE AREA ARE TECHNICALLY BOUNDARIES, BUT ARE ADJACENT TO POWER CORRIDORS WHICH ARE MASTER PLANNED AS OPEN SPACE AND TRAILS. THEREFORE, NO BUFFER IS PROPOSED.

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SARATOGA SPRINGS, UTAH

EXHIBIT 6 - BUFFER EXCEPTIONS

REVISIONS
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3 -
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LEI PROJECT #: 2014-1464
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
SHEET 6

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- ***Integrating Existing Features.*** The project site has significant topographical relief that can either hinder or be integrated into the design. This Community Plan addresses the need for flexibility to reasonably design the development within hillside areas without compromising the fundamental services provided by the City. Please see the proposed hillside standards within this document.

- ***Equivalent Residential Unit Transfer.*** Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability in accordance with the guiding transfer provisions contained herein. Detailed transfer provisions shall be established in the Village Plans. Guiding transfer provisions include the following:

1. The overall intent and character of the Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not alter the land use designation, or district established in the Community Plan.
2. The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.
3. The transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood established in the Community Plan up to a maximum of fifteen (15%) percent may be completed based on the developer's business judgement. In order to enact such transfer of ERU's, the developer is required to provide written notice to the city accompanied with the consent of the property owners for both the "sending" and "receiving" areas.
4. The transfer of ERU's greater than fifteen (15%) percent requires city council approval. In no case shall the transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood exceed twenty (20%) percent of that established in the Community Plan.
5. Equivalent Residential Units may only be transferred among single family neighborhoods and flex residential neighborhoods. No transfer may result in an increase of multi-family units within the Community Plan.
6. Equivalent Residential Units may not be transferred into any open space or park unless said open space or park is replaced elsewhere at an equivalent acreage and level of improvement.
7. In the event the Alpine School District or any other state authorized educational facility (including, without limitation, a charter school educational facility), or a religious organization elects to use any portion of the Project as either a school or a church, the Equivalent Residential Units applicable to the site of such school or church as outlined in this section will be deducted from the maximum number of ERU's established within the Community Plan.
8. With respect to Transfers of Equivalent Residential Units into Flex Residential Use Neighborhoods, in no event shall any such Transfer cause the percentage of Equivalent Residential Units used for two and three family uses in a Flex Residential Use Neighborhood to exceed fifty percent (50%). This subparagraph shall not apply to Transfers that do not involve Transfers into Flex Residential Use Neighborhoods.
9. In order to provide proper accounting of ERU transfers between uses, the following ERU criteria is established:

Use Type	ERU Equivalent
Single Family Detached	1 per unit
Two-Family Unit	1 per unit
Three-Family Unit	1 per unit
Multi-Family Attached	1 per unit
LDS Church (Ward)	2
LDS Church (Stake)	3
Elementary School	10
Junior High School	12
High School	20
Charter School	To be determined at building permit
Commercial	To be determined at building permit

a. As ERU transfers are proposed within the development, the following information must be provided:
   i. Original ERU count and use types of "sending" area.
   ii. Original ERU count and use types of "receiving" area.
   iii. Definition of ERU count for Charter School or Commercial based on projected use and intensity.
   iv. Proposed number percentage and use type of transfer.
   v. Resulting ERU count and use types of "sending" area.
   vi. Resulting ERU count and use types of "receiving" area.
   vii. Resulting shift, if any, of equivalent acreage and type of open space.
   viii. Resulting total ERU count verifying no increase in overall project.

Streetscape Example

Exterior Example

- ***Community – Wide Systems***
  - ***Streetscapes.*** With the unique aspects of Mt. Saratoga as previously described, the goal for streetscapes within the development is to provide an interesting and varied experience traversing the development. Particular care has been taken to layout major roadways as curvilinear in order to provide character and interest. Roadway vistas are also an important aspect of design that will be further refined with each detailed Village Plan. For example, major road terminations or view corridors will use open space, topography, roundabouts, monumentation, landscaping or specific land use as a backdrop. These elements soften the perspective of the development and can lend to an overall theme. The single family portions of the development will be utilizing standard City street cross sections with the addition of street trees. Street trees will be placed based on product type and will vary from road to road to add another dimension of variety.
  - ***Open Space Corridors.*** As previously described within the Open Space section of this document, significant open space corridors are proposed. Many of these corridors provide buffering between differing product types and allow access to the overall open space of the community.
  - ***Pedestrian Systems***. Pedestrian access and connectivity is a key component for Mt. Saratoga. The integration of the large and diverse open space amenities of the community is achieved by providing reasonable access to each Village Neighborhood. The Open Space Master Plan depicts over 11 miles of trails within the community. These trails are in addition to the neighborhood roadway sidewalks.
  - ***Park and Recreation Systems***. Through the use of the Open Space point system discussed herein, the project will provide adequate park and recreation uses for the residents of Mt. Saratoga. The Community Park will provide unique elements based on the site's topography and views for not just this development, but for the overall City.
- ***Open Space Amenities.*** As detailed in the Open Space section of this document, the integration of open space and associated amenities has been a priority in the design process. The open space will meet the requirements of a community park as defined by the City's Master Plan.
  - ***Proportionate Open Space.*** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space. This method will insure a consistent level of service for all Villages within the development. See Exhibit 1 - "Open Space Phasing Plan" within the Open Space section of this document for further details and acreages.
- ***Multi-Family Open Space.*** Each neighborhood identified as multi-family will contain individual open space and amenities designed for each specific area. Improvements are anticipated to include club houses, swimming pools, playgrounds, trail access, grass areas and sports facilities.
- ***Development Standards.*** Design and architectural standards are included within this document. These standards cover the global development of Mt. Saratoga and address each type of land use ranging from Single Family and Multi-Family Residential. Development standards include:
  - ***Lot Regulations.*** Lot size, width, setbacks (front, rear, side, etc.) are discussed in more detail within the Development Standards.
  - ***Building Size.*** Details concerning the building heights, minimum square footage, and maximum lot coverage are specified for each land use.
  - ***Parking Requirements.*** Specifies the number of parking stalls required for multi-family uses.

  Additional and more detailed standards will be submitted with each Village Plan to reflect the distinctive elements of the particular Village and product types.
- ***Community Plan Character.*** Properly designed and placed landscaping can create a sense character for the overall development. The integration of improved parks and trails with transitions to native vegetation will provide a unique character that will incorporate Mt. Saratoga to the surrounding area.
  - ***Conceptual Landscaping Plans.*** The following exhibits provide a number of different examples of landscaping anticipated for the Mt. Saratoga project. The landscaping examples range from park to various townhome layouts and the anticipated vegetation for each land use. It should be noted that the landscaping exhibits are conceptual in nature but show the general placement of trees, shrubs and other vegetation used to buffer and transition between driveways, buildings, and open space. In addition to the character created by the design and architectural standards of the buildings, the landscaping will compliment and accentuate the overall character of the development. Amenities will be based on the open space calculations presented earlier.

Clubhouse Example

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EXHIBIT 7 - PARK LANDSCAPE EXAMPLE

REVISIONS
1 -
2 -
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LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
SHEET 7

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EXHIBIT 8 - Mt. Saratoga BLVD. LANDSCAPE EXAMPLE

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SHEET 8

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EXHIBIT 9 - TOWNHOME AREA LANDSCAPE EXAMPLE

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SHEET 9

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EXHIBIT 10 - PARK LANDSCAPE EXAMPLE

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SCALE: N.T.S.
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SHEET 10

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EXHIBIT 11 - PARK / OPEN SPACE LANDSCAPE EXAMPLE

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SCALE: N.T.S.
DATE: 7/20/2016
SHEET 11

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EXHIBIT 12 - IMPROVED PARK LANDSCAPE EXAMPLE

REVISIONS
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SCALE: N.T.S.
DATE: 7/20/2016
SHEET 12

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UTILITY CAPACITIES

Preliminary utility capacities and main infrastructure layouts have been calculated as shown within the attached exhibits. One of the main challenges for Mt. Saratoga is the lack of existing culinary, secondary water and sewer infrastructure to service the site. The topography of the project is unique in that the site is key to providing master plan utility services to the project as well as other properties within Saratoga Springs City.

For purposes of establishing necessary utility capacities, the determination of Equivalent Residential Units needs to be based on the methodologies established within the City's individual IFFP and Master Plan studies.

CULINARY WATER

Analysis of the existing culinary water system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Culinary water service for Mt. Saratoga will be provided through connection to the existing 30" Zone 2 culinary line installed with Talus Ridge as well as the proposed installation of a pump station and Zone 3 storage tank. Please refer to the Exhibit E, "Mt. Saratoga Culinary Water Master Plan Exhibit" and the culinary water demands calculations.

Zone 2 Development:

Development within Zone 2 consists of approximately 595 residential ERUs and 17 equivalent ERUs associated with commercial and civic uses. The proposed Zone 3 tank and associated booster pump station will be installed with the Village 1. This new tank will be connected to Zone 2 through a pressure reducing valve. An additional connection will be made to the existing 30" Zone 2 pipeline within Talus Ridge Drive as development within Village 1 progresses. These connections are detailed on the Culinary Water Exhibit.

The proposed Zone 3 tank will be utilized for both indoor and outdoor uses within Village 1 based on the design criteria and following calculations:

Zone 2 Indoor Use:	612 ERU	244,800 gal
Zone 2 Outdoor Use:	35 IA	323,878 gal
Zone 3 Indoor Use:	208 ERU	83,200 gal
Zone 3 Outdoor Use:	36 IA	343,909 gal
Emergency Storage:		150,000 gal
Fire Storage:		240,000 gal
Total Village 1 Requirement:		**1,376,787 gal**

The total Village 1 requirement with emergency and fire storage requires a 1,400,000 gallon tank. Development beyond the capacity of this Zone 3 culinary water tank would require additional culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Mt. Saratoga - Culinary Water Demands

Design Criteria:

Culinary Water Source:	800	gpd/ERU	
Culinary Water Storage:	400	gpd/ERU	
Commercial:	2	ERC/Ac	Estimated for planning purposes

Area	*Connections*	*Culinary Water*			
	ERU	Source Req'd gpd/ERU	Total Source gpm	Storage Req'd gal/ERU	Total Storage gal
Zone 2 Residential	595	800	330.56	400	238,000
Zone 2 Commercial	15	800	8	400	6,000
Zone 2 Church	2	800	1	400	800
Zone 2 Subtotal	612		340		244,800
Zone 3 Residential	1,958	800	1,087.78	400	783,200
Zone 3 Elementary School	10	800	5.56	400	4,000
Zone 3 Subtotal	1,968		1,093		787,200
Overall Total			***1,433***		***1,032,000***

Zone 3 Tank Sizing

Residential Storage:	787,200
Emergency Storage:	150,000
Fire Storage:	240,000
Required Storage:	1,177,200
Use 1,400,000 Gallon Tank (Minimum for Village 1)	

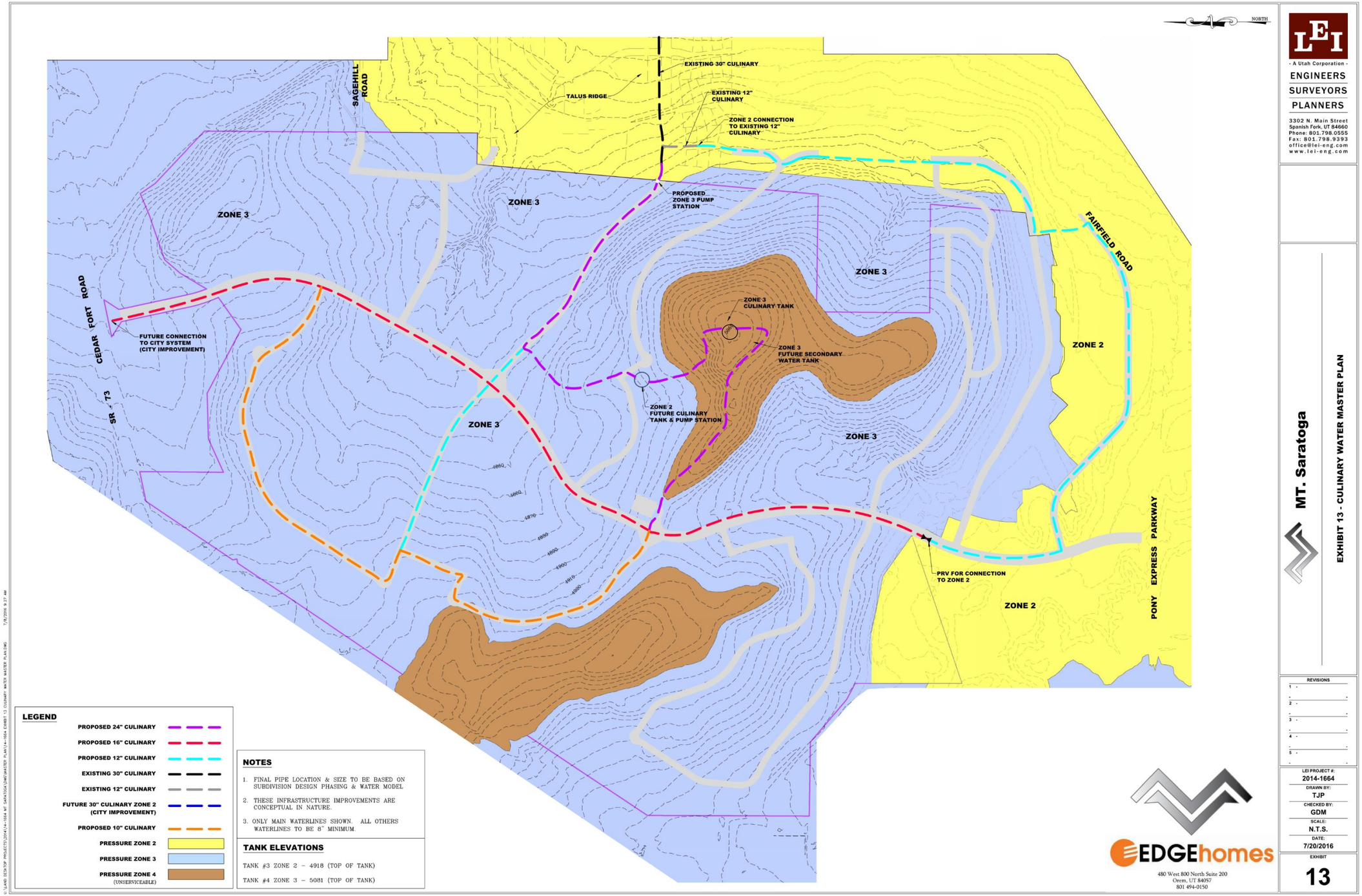
Zone 3 Development:

Development within Zone 3 consists of approximately 1,958 residential ERUs and 10 equivalent ERUs. The proposed Zone 3 tank is sized to service this zone in its entirety with the addition of sufficient secondary water storage. In fact, with the buildout of Zone 3 within Mt. Saratoga, the tank will have adequate storage to serve an additional 557 units located on adjacent properties. This calculation is as follows:

Zone 3 Residential Storage:	787,200 gal
Emergency Storage:	150,000 gal
Fire Storage:	240,000 gal
Total Zone 3 Required Storage:	1,177,200 gal
Village 1 Tank Size:	1,400,000 gal

Remaining Capacity:	222,800 gal
Remaining ERUs @ 400 gal:	557 ERUs

The proposed connection points are detailed in Exhibit E, "Mt. Saratoga Culinary Water Master Plan Exhibit." The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.


NORTH
EXISTING 30" CULINARY
TALUS RIDGE
EXISTING 12" CULINARY
ZONE 2 CONNECTION TO EXISTING 12" CULINARY
SAGEHILL ROAD
PROPOSED ZONE 3 PUMP STATION
ZONE 3
ZONE 3
ZONE 3
ZONE 3
ZONE 3
ZONE 3
ZONE 3 CULINARY TANK
ZONE 3 FUTURE SECONDARY WATER TANK
ZONE 2 FUTURE CULINARY TANK & PUMP STATION
FAIRFIELD ROAD
ZONE 2
ZONE 2
CEDAR FORT ROAD
SR - 73
FUTURE CONNECTION TO CITY SYSTEM (CITY IMPROVEMENT)
PRV FOR CONNECTION TO ZONE 2
PONY EXPRESS PARKWAY
LEGEND
PROPOSED 24" CULINARY
PROPOSED 16" CULINARY
PROPOSED 12" CULINARY
EXISTING 30" CULINARY
EXISTING 12" CULINARY
FUTURE 30" CULINARY ZONE 2 (CITY IMPROVEMENT)
PROPOSED 10" CULINARY
PRESSURE ZONE 2
PRESSURE ZONE 3
PRESSURE ZONE 4 (UNSERVICEABLE)
NOTES
1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL.
2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 8" MINIMUM.
TANK ELEVATIONS
TANK #3 ZONE 2 – 4918 (TOP OF TANK)
TANK #4 ZONE 3 – 5081 (TOP OF TANK)
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MT. Saratoga
EXHIBIT 13 - CULINARY WATER MASTER PLAN
REVISIONS
LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 13

SECONDARY WATER

Analysis of the existing secondary water system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Secondary water service for Mt. Saratoga will be based on the existing and master planned Saratoga Springs system providing service to Zone 2 and the development providing an on-site pump station and storage tank/pond in order to service Zone 3. The Zone 3 tank/pond will also provide the ability to maintain pressure and flow within Zone 2 through the use of a pressure reducing station.

Please refer to the Mt. Saratoga Secondary Water Main System Exhibit and the secondary water demand calculations. The irrigated acreage of residential lots has been determined based on City standards of 65 percent of gross lot area. As Village Plans further detail the roadway and lot layout, these irrigated acreage calculations will be updated accordingly. With the recent addition of secondary water meters and tiered water rates based on efficient use of water resources, it is anticipated that the source and storage requirements will change. Therefore, the calculations contained herein are subject to change based on additional data.

A portion of the improved and irrigated open space is located above the service elevation for the Zone 3 storage facility. In order to service these areas, a small irrigation booster pump facility will be installed and dedicated to the City with the community park.

Zone 2 Development:

Development within Zone 2 consists of approximately 35 Irrigated Acres including residential, commercial, landscape and civic uses. These uses total 323,878 gallons of required storage which is initially accommodated within the proposed Zone 3 culinary water tank as detailed in the Culinary Water section of this document. Development beyond Village 1 will require Zone 2 or 3 secondary water storage by the developer or through City capital improvement projects. Proposed connection points are detailed on the Secondary Water Exhibit.

The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Zone 3 Development:

Development within Zone 3 consists of approximately 178 Irrigated Acres including residential, landscape and civic uses. These uses total to 1,637,407 gallons of required storage which will be met by the installation of a pump station and tank/pond storage. The Zone 3 portion of Village 1 will initially be serviced by the Zone 3 culinary water tank as discussed in this document. Development beyond the capacity of the proposed Zone 3 culinary water tank would require culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

Development beyond Village 1 will require the improvement of secondary water sources by the developer or through city capital improvement projects to ensure adequate source to meet the phased improvements and build out needs of Mt. Saratoga. The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Mt. Saratoga - Secondary Water Demands

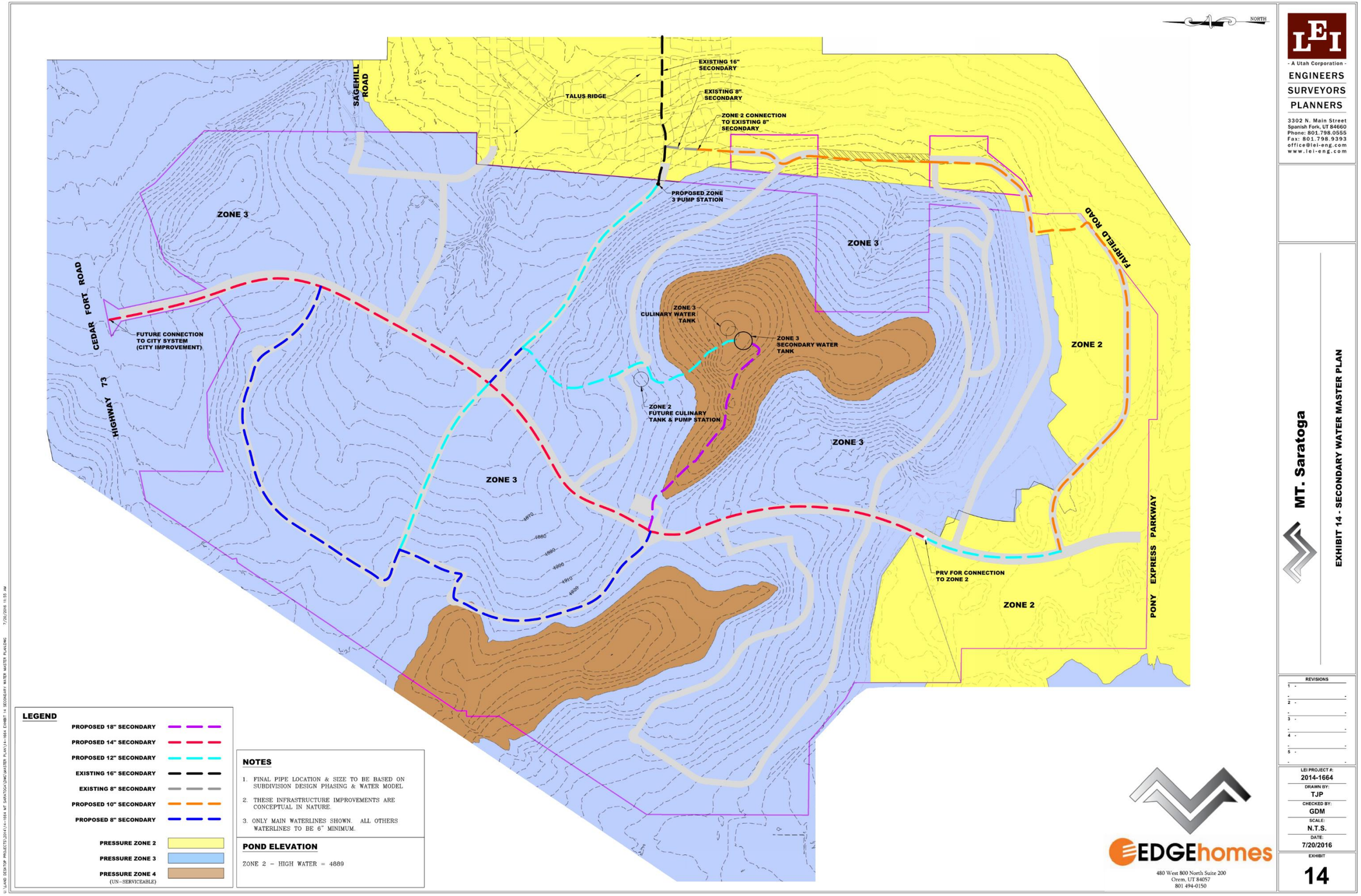
Design Criteria:

Secondary Water Source:	0.75 AF/yr
	1.8 gpm/ SF ERU (Based on 0.24 Acres)
	7.5 gpm/Irrigated Acre (IA)
Secondary Water Storage:	2213 gal/ SF ERU (Based on 0.24 Acres)
	9216 gal/ Irrigated Acre (IA)
Commercial:	2 ERU/Ac Planning Est

Land Use	*Irrigated Area*			*Secondary Water Requirements*			
	ERU or Acres	% Irrigated or IA / ERU	Irrigated Area	Source Req'd gpm/IA	Total Source gpm	Storage Req'd gal/IA	Total Storage gal
Zone 2 SF Residential	334	0.07	23.4	7.50	175	9,216	215,470
Zone 2 MF Residential	5.8	100%	5.8	7.50	43.22	9,216	53,112
Zone 2 Commercial	7.5	20%	1.5	7.50	11.25	9,216	13,824
Zone 2 Church	5	30%	1.5	7.50	11.25	9,216	13,824
Zone 2 Parks / Open Space	3	100%	3	7.50	22.50	9,216	27,648
Zone 2 Subtotal			35		264		323,878
Zone 3 SF Residential	1,223	0.09	110.1	7.50	826	9,216	1,014,405
Zone 3 MF Residential	12	100%	12	7.50	90	9,216	110,592
Zone 3 Elementary School	9	40%	3.60	7.50	27	9,216	33,178
Zone 3+ Parks / Open Space	52	100%	52	7.50	390	9,216	479,232
Zone 3 Subtotal			178		1,333		1,637,407
	1,652						
Overall Total					***1,596***		***1,961,285***

Zone 3 Secondary Tank Sizing

Zone 3 Storage:	1,637,407
Required Storage:	1,637,407
Use 1,700,000 G Tank	


NORTH
EXISTING 16" SECONDARY
EXISTING 8" SECONDARY
TALUS RIDGE
ZONE 2 CONNECTION TO EXISTING 8" SECONDARY
SAGEHILL ROAD
PROPOSED ZONE 3 PUMP STATION
ZONE 3
ZONE 3
ZONE 3
CULINARY WATER TANK
ZONE 3 SECONDARY WATER TANK
ZONE 2
FAIRFIELD ROAD
CEDAR FORT ROAD
FUTURE CONNECTION TO CITY SYSTEM (CITY IMPROVEMENT)
HIGHWAY 73
ZONE 2 FUTURE CULINARY TANK & PUMP STATION
ZONE 3
ZONE 3
4870
4880
4890
4900
4910
4920
PRV FOR CONNECTION TO ZONE 2
ZONE 2
PONY EXPRESS PARKWAY
LEGEND
PROPOSED 18" SECONDARY
PROPOSED 14" SECONDARY
PROPOSED 12" SECONDARY
EXISTING 16" SECONDARY
EXISTING 8" SECONDARY
PROPOSED 10" SECONDARY
PROPOSED 8" SECONDARY
PRESSURE ZONE 2
PRESSURE ZONE 3
PRESSURE ZONE 4 (UN-SERVICEABLE)
NOTES
1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL
2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 6" MINIMUM.
POND ELEVATION
ZONE 2 - HIGH WATER = 4889
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150
LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com
MT. Saratoga
EXHIBIT 14 - SECONDARY WATER MASTER PLAN
REVISIONS
1 -
2 -
3 -
4 -
5 -
LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT
14

SANITARY SEWER

The project has been divided into 3 sewer service areas as shown on the Sanitary Sewer Master Plan drawing. The project will be served by a combination of existing and proposed infrastructure. The overall capacity of the existing sewer outfall within 400 North has been reviewed by Bowen & Collins, the City's consultant for the sewer system and found to be adequate. A copy of the study is attached for review.

Service Area 1:

This area contains 989 equivalent residential units (ERU). The proposed 15" outfall line from this area will be constructed along Fairfield Road to the connection with the existing 15" sewer at the intersection of 800 West and 400 North. The final alignment along the eastern end of Fairfield Road and 800 West will be determined based on the City's long-term plan for Fairfield Road and the acquisition of easements.

Service Area 2:

This sewer area services 1,101 ERU and connects to existing sewer installed with Talus Ridge. The Talus Ridge Sewer has been upsized as necessary to accommodate this anticipated flow. Additional sewer would have to be installed south from Talus Ridge to Evans Lane and then east to the intersection of 800 West and 400 North.

Service Area 3:

Service area 3 contains 480 ERU and also connects to existing sewer infrastructure installed with Talus Ridge. This area drains through Talus Ridge to the existing 12" sewer main in 800 West which connects to the same intersection and existing outfall line as the other service areas.

Bowen Collins
& Associates, Inc.
CONSULTING ENGINEERS

TECHNICAL MEMORANDUM

Mt. Saratoga Subdivision - Sanitary Sewer and Storm Drain Impacts

TO: Jeremy Lapin

COPIES: File

FROM: Keith Larson/Andrew McKinnon
Bowen, Collins & Associates
154 East 14000 South
Draper, Utah 84020

DATE: November 10, 2015

INTRODUCTION

The Mt. Saratoga development is a proposed development west of Foothill Blvd and south of Cedar Fort Road. LEI has retained Bowen Collins & Associates to evaluate the impacts of the proposed development on the Saratoga Springs sewer collection system. The purpose of this technical memorandum is to summarize these impacts.

PROPOSED DEVELOPMENT

Proposed development at the Mt. Saratoga property is shown in a figure prepared by LEI attached at the end of this memorandum. Proposed development in terms of sewer equivalent residential units (ERUs) are summarized in Table 1.

Table 1
Proposed Development

Description	ERUs	Approximate Area (acres)	Proposed Density (ERUs/acre)
Area 1	1,111	343	3.24
Area 2	1,071	280	3.83
Area 3	498	84	5.93
Total ERUs	**2,680**	**707**	**3.79**
ERUs in Master Plan	2,121		
Net Increase in ERUs	559		

Bowen Collins & Associates Page 1

COMPARISON OF PROPOSED DEVELOPMENT TO THE SARATOGA SPRINGS SEWER MASTER PLAN

The proposed development as described above is a change from what was contained in the City's master plans. Changes from the original planning concepts used for this area in the master plan can be summarized as follows:

- **Density –** The density of development assumed in the master plan for this area was approximately 3.0 ERUs/acre. As summarized in Table 1, the proposed development represents an increase of 559 ERUs beyond the amount planned for in the City's sewer master plan.
- **Drainage Pattern** – In addition to an increase in density, the drainage pattern and points of discharge for some portions the proposed development are somewhat different than originally planned in the master plan. Parts of Area 2 and Area 3 were originally planned to discharge to the north along Cedar Fort Road. The proposed sewer plan directs all flow in the development to 400 North.

SYSTEM EVALUATION

Based on the deviations from the master plan identified above, BC&A used the hydraulic models of the City's sewer system to evaluate potential effects of the proposed development.

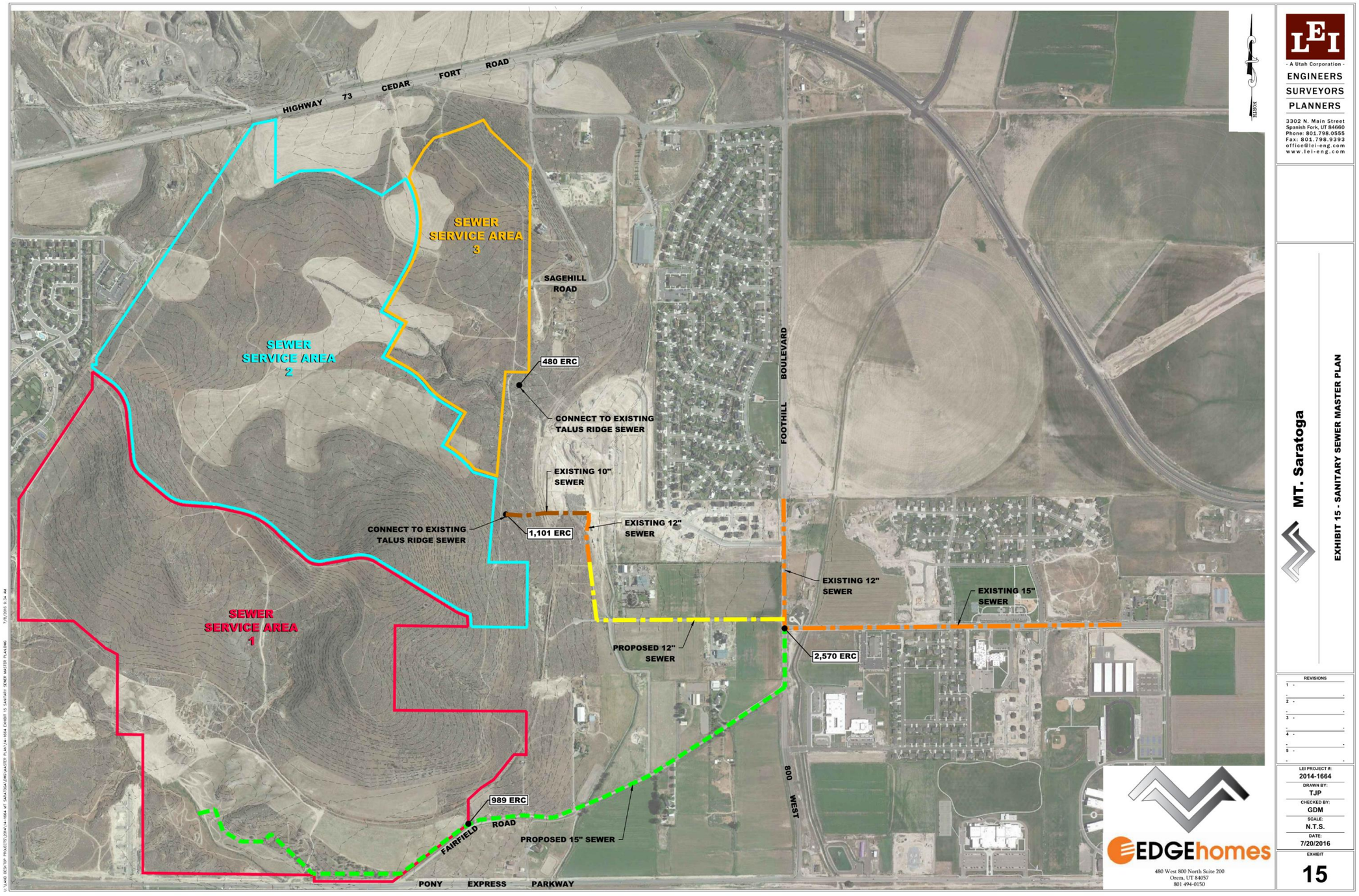
Proposed connection points for sewer are shown in Figure 1. Areas 1 and 2 will be conveyed to 400 North in new sewer collection lines. Area 3 will discharge to some newly constructed sewer collection lines in the Talus Ridge subdivision. Flow associated with the proposed development was added to the Saratoga Springs sewer model. Results are as follows:

- **Service Area 1** – A new 15-inch sewer is proposed to collect flow from Service Area 1. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 1. It should be noted that this pipeline will likely be useful in conveying flow associated with the property immediately east of the Mt. Saratoga development. Based on the alignment of the proposed 15-inch sewer line, the master plan identified up to 300 additional ERUs that could be connected to the sewer main in the future. It is recommended that the collection line be designed to accommodate these potential additional connections.
- **Service Area 2** – A new 12- and 15-inch sewer is proposed to collect flow from Service Area 2. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 2.
- **Service Area 3** – The newly constructed sewer lines in Talus Ridge were not in the City's sewer collection model. However, based on design drawings of the new collection lines (8-inch diameter), there should be adequate capacity in 8-inch collection lines to accommodate the proposed development identified in Area 3.

- **400 North** – All three service areas are proposed to combine at 400 North. Based on hydraulic modeling of the proposed development, 400 North appears to have adequate capacity to accommodate the proposed increase in density and additional flow from the Mt. Saratoga development through buildout. All other downstream facilities also appear to have enough excess capacity to accommodate the small proposed increase in flow.
- **Effect on Future Projects Near SR-73** – By moving some of the drainage area to 400 North, there will be a decrease in the master planned flow for a future project identified near SR-73 (Project SS-N3). However, the decrease in flow is not large enough to recommend any decreases in pipe sizes for this or any other downstream projects.
- **Timing of Future Projects** – It should be noted that a signficant portion of this development was identified as part of 10-year growth in the City's master plan. As long as the quantity of development that actually occurs is similar to that of the master plan, no change in project timing will be required.

CONCLUSIONS

Although the density of the proposed development is higher than the general plan, the Mt. Saratoga development as currently proposed will have no adverse effects on existing sewer collection facilities or the master planned improvements for the City.


HIGHWAY 73 CEDAR FORT ROAD
SEWER SERVICE AREA 3
SAGEHILL ROAD
SEWER SERVICE AREA 2
480 ERC
CONNECT TO EXISTING TALUS RIDGE SEWER
FOOTHILL BOULEVARD
EXISTING 10" SEWER
CONNECT TO EXISTING TALUS RIDGE SEWER
1,101 ERC
EXISTING 12" SEWER
EXISTING 12" SEWER
EXISTING 15" SEWER
SEWER SERVICE AREA 1
PROPOSED 12" SEWER
2,570 ERC
800 WEST
989 ERC
FAIRFIELD ROAD
PROPOSED 15" SEWER
PONY EXPRESS PARKWAY
NORTH
LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com
MT. Saratoga
EXHIBIT 15 - SANITARY SEWER MASTER PLAN
REVISIONS
1 -
2 -
3 -
4 -
5 -
LEI PROJECT #:
2014-1664
DRAWN BY:
TJP
CHECKED BY:
GDM
SCALE:
N.T.S.
DATE:
7/20/2016
EXHIBIT
15
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

STORM DRAINAGE

Preliminary storm drainage areas have been delineated and analyzed based on the existing topography and the proposed conceptual layouts for Mt. Saratoga. There are two major contributing service areas with various sub-basins located within each area. Storm water runoff as per the City's specified storm event has been preliminary engineered to be detained within each area based on anticipated drainage patterns, proposed conceptual layouts, and the geotechnical study. In addition to the allowable discharge rate for detention basins, percolation tests were included within the geotechnical study to aid in the design of potential infiltration galleries that would further reduce the volume of storm water discharging from the site. Prior to the approval of the use of infiltration galleries, a feasibility study must be completed according to City standards. The two separate storm drain service areas were delineated as per the existing topography or ridge line and discharge differently from one another due to the varying downstream receiving facilities of each area.

Service Area 1:

This area historically drains to an existing wash (spur of Tickville) located along the south border of the project. A hydrological study has been previously conducted and approved by the City for the overall Tickville Wash area and this study is used to determine a historical allowable discharge rate from the project. This flow, calculated at 0.024 cubic feet per second (cfs) per acre and totaling 6.30 cfs, will be discharged to the existing Wash at Pony Express Parkway following collection, cleaning, possible infiltration and detention of storm events. The existing channel is to be piped through the development based on the flow established through the hydrological study. A series of detention basins have been preliminary designed to route storm water runoff and detain flows to meet this historical discharge rate.

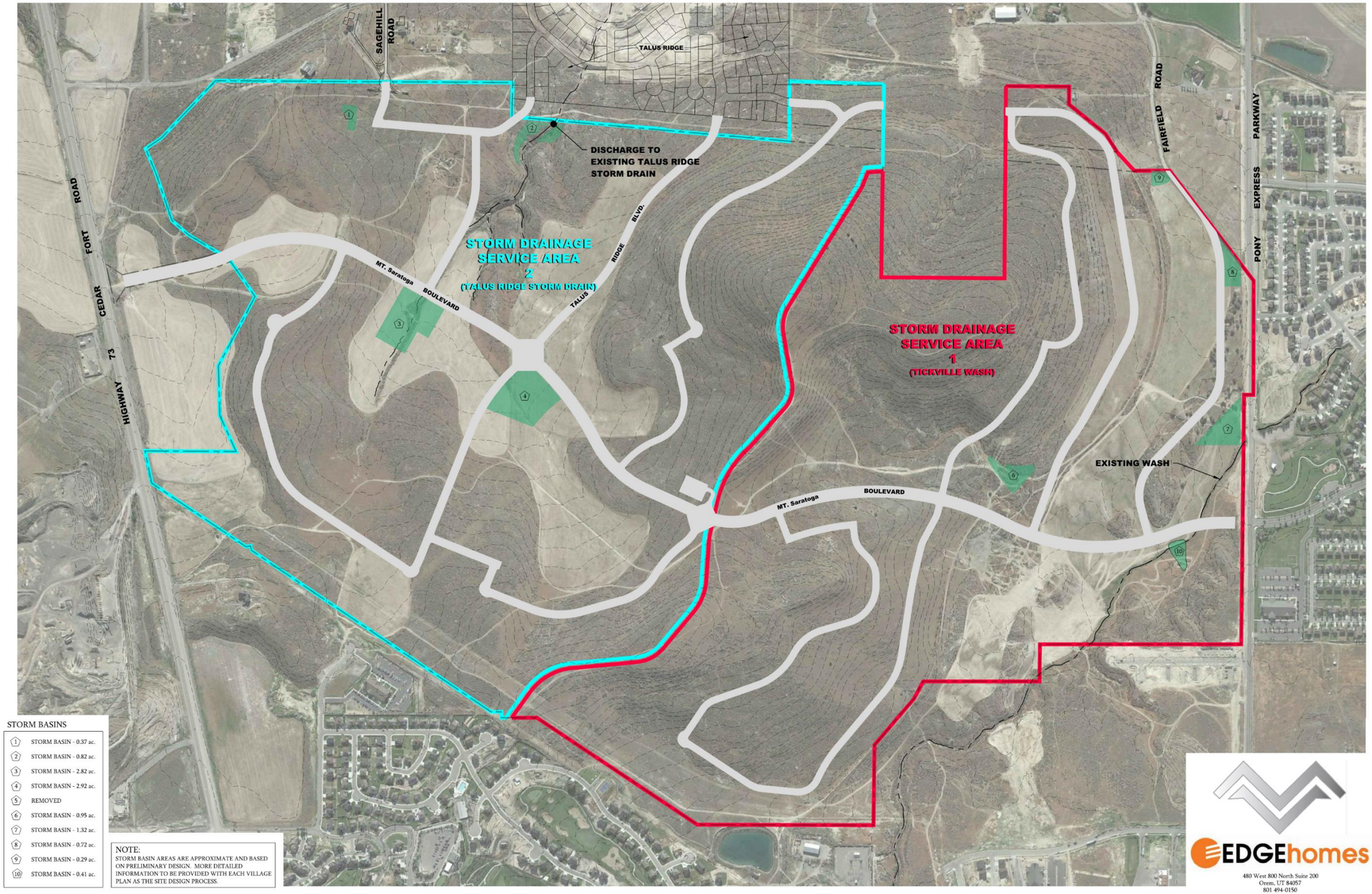
Townhome Example

Service Area 2:

This area historically drains to the existing Talus Ridge subdivision immediately east of Mt. Saratoga. As part of the Talus Ridge improvements, the storm drainage infrastructure was sized to convey the local 25 year storm event (Talus Ridge) and the upstream (Mt. Saratoga) historical discharge flow as per the City standards. This flow of 0.20 cfs per acre and totaling 57.7 cfs, will be discharged to the existing storm drain infrastructure within the Talus Ridge subdivision before reaching the City's storm drain master plan system.

Front Porch Example

Exterior Home Example



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Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

MT. Saratoga

EXHIBIT 16 - STORM DRAIN MASTER PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
EXHIBIT 16

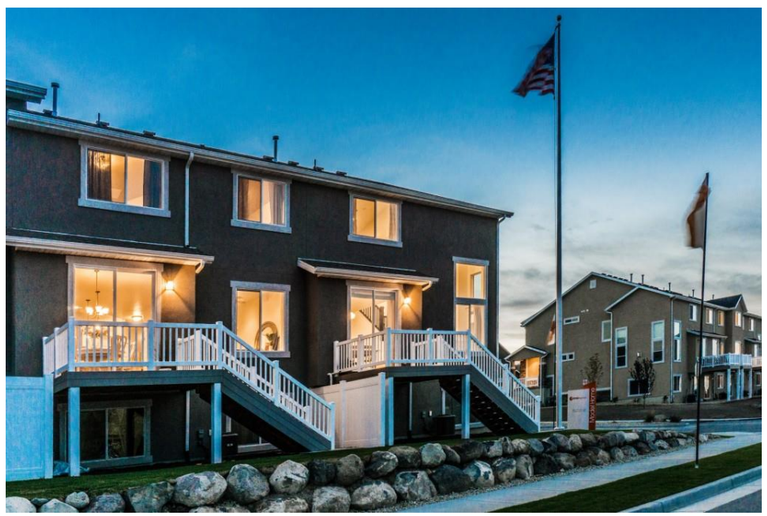
TRANSPORTATION

The following addresses various elements related to the transportation design and service to the Mt. Saratoga development. This includes design parameters for proposed roadways, cross sections, roadway designs, off-street parking and street names and addressing. The natural and unique topography found within the project requires more detailed and specific design parameters in order to balance the feasibility and constructability of an atypical development in the City of Saratoga Springs.

ROADWAY SECTIONS

See the Transportation Network Plan and Street Cross Sections Master Plans for identification of major roadway locations and classifications. These Plans include only the main roadways and sufficient local roadways to demonstrate connectivity throughout the community and incorporates the following:

- ***Mt. Saratoga Boulevard.*** The main north-south connection road is to be an 83' Right-of-way. This width accommodates the City standard 77' Right-of-way and adds an additional 3 feet to each sidewalk to meet the standard of a trail. These trails connect the major east-west trails and open space.
- ***Talus Ridge Boulevard.*** A city standard 77' right-of-way will be utilized for sections of Talus Ridge Boulevard which contain lot frontages along both sides. The roadway will transition to a modified collector by removing the park strip and sidewalk on the south side due to the proximity of the open space and steep slopes. This reduces the collector to a 63' cross section within a portion of Mt. Saratoga. Lots with driveway access are proposed along Talus Ridge Boulevard within Mt. Saratoga.
- ***Local Public 56' Right-of-ways.*** The majority of the interior roads are standard 56' wide roads. As contained within the Hillside standards, the cross slopes of these roadways can be modified to better accommodate the topography of the site and reduce hillside scaring by decreasing cut and fill slopes.



Townhome Exterior Example

Interior Home Example

- ***Local Public 48' Right-of-ways.*** In hillside neighborhoods as identified on the Transportation Network Plan, a public 48' roadway is proposed to better match the existing topography while not compromising the roadway widths. As contained within the Road Design Criteria contained herein, the cross slopes, grades and design speed can be modified to better accommodate the topography of the site and reduce scarring by decreasing required cut and fill slopes.
- ***Private 40' Drive.*** These drives are to be used within the townhome and stacked dwelling areas and are to be privately owned and maintained by an HOA. The drives will incorporate modified curb where practical to avoid frequent curb cuts and to maintain integrity of the curb.
- ***Pony Express Parkway.*** The main entrance to Mt. Saratoga will be located the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. All necessary trail relocations and acceleration, deceleration and turn lanes will be installed for this entrance according to Exhibit 3, "Pony Express Parkway Details."

FIRE DEPARTMENT ACCESS

Transportation elements of the proposed plan have been reviewed with the Saratoga Springs Fire Department with the following findings:

- Roadways, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Dead end streets, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Traffic calming elements may be granted on exception by the Fire Chief on a case-by-case basis.

- Fire truck turnaround to be provided on any dead-end street or collective driveway more than 150 feet in length as measured from edge of roadway to center of turnaround. Turnaround sizing to be determined from Appendix D of the International Fire Code.
- Any permanent dead-end street or collective driveway within the hillside neighborhoods as identified on the Transportation Network Plan shall have a maximum length of 750 feet as long as an acceptable fire truck turnaround is provided (Appendix D of International Fire Code).
- Two separate means of vehicle access onto Mt. Saratoga Boulevard shall be required when the total number of dwelling units served by a single means of access to Mt. Saratoga Boulevard exceeds fifty (50) units.
- Turning radii for fire access to be based on a 48 feet long tandem vehicle unless otherwise approved by the Fire Chief.

ROAD NAMES AND ADDRESSING

As shown within Exhibit "J", Transportation Network Plan, the main roadways have been named. The connection from the Talus Ridge subdivision will continue to be labeled "Talus Ridge Boulevard" and the main north-south roadway will be "Mt. Saratoga Boulevard." Additional interior roadways will be named with each subsequent Village Plan in order to tie into the proposed Village them.

OFF-STREET PARKING

Title 19.09, "Off-Street Parking Requirements" of the current Saratoga Springs City Code, shall be used with the following exceptions:

- Title 19.09.08.2, "Curbs" to be updated as follows:

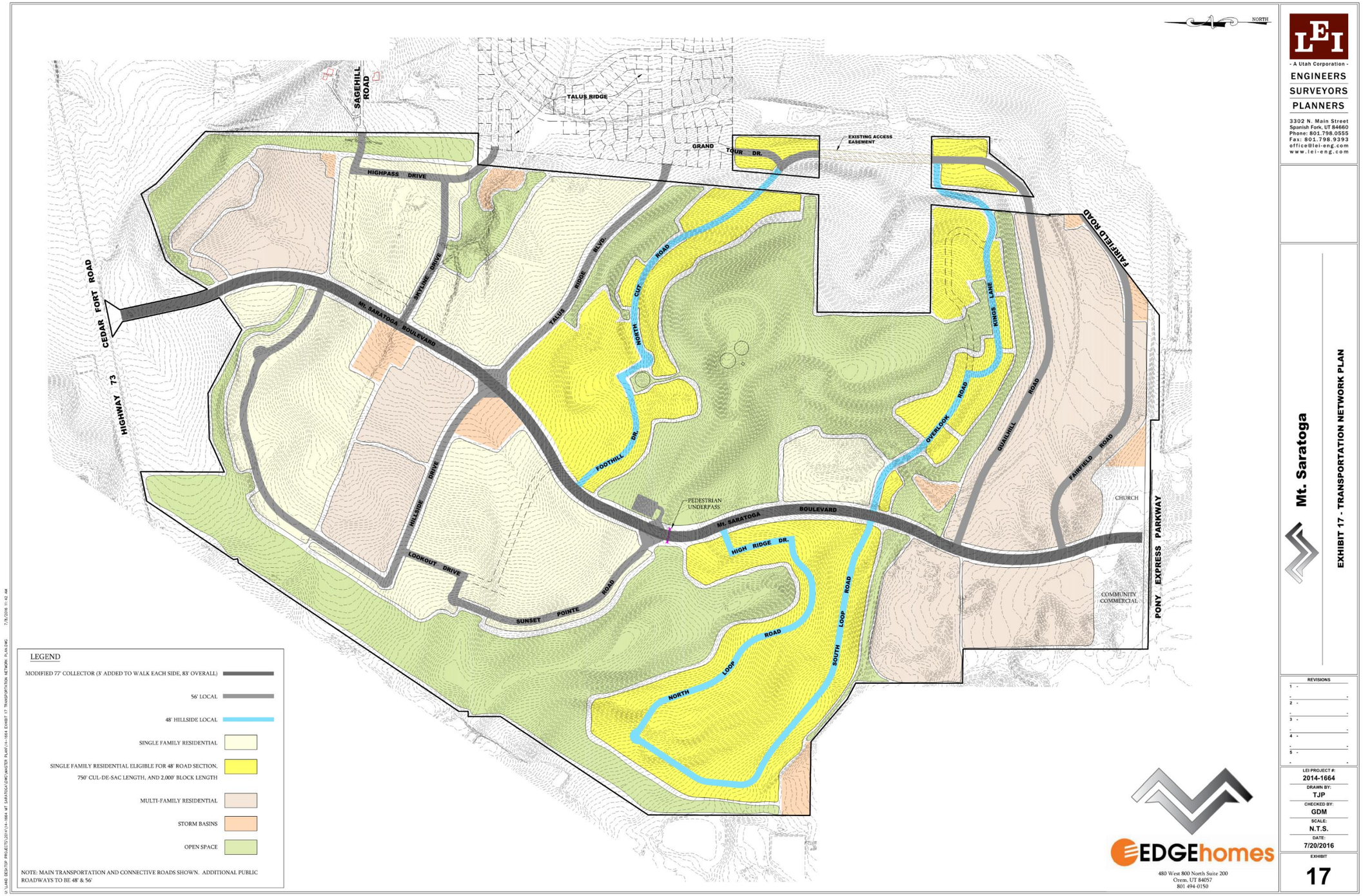
  "All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling ***or shared driveway for clustered housing).*** Boundary landscaping around the perimeter of parking areas shall be separated by a concrete curb six inches higher than the parking surface."

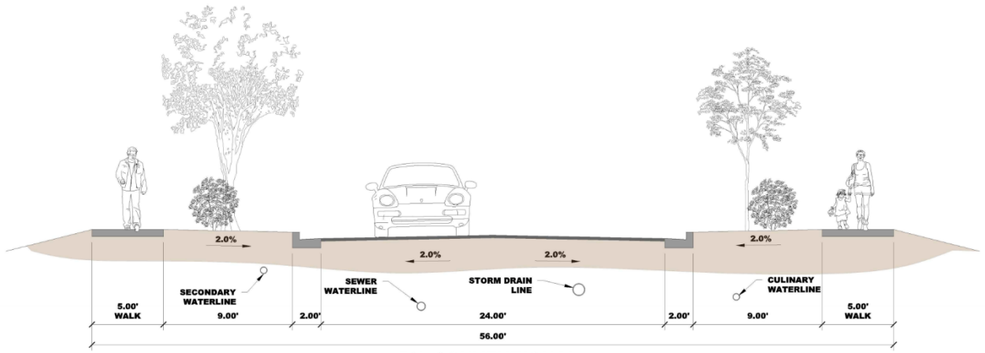
ROAD DESIGN CRITERIA

The following standards shall be applied to all roadway designs unless noted otherwise:

1. Roadway Grades:
   a. All local residential roads to have a maximum ten percent (10%) grade, with up to twelve percent (12%) grade allowed for distances less than five hundred (500) feet.
   b. Collector roads to have a maximum eight percent (8%) grade.
2. Intersection Grades:
   a. Main through streets shall have a six percent (6%) maximum for distance of sixty (60) feet from centerline.
   b. Stop controlled streets shall have a four percent (4%) maximum for distance of sixty (60) feet from centerline.
3. Roadway Cross Slope:
   a. The standard crown is two percent (2%).
   b. A single slope crown of two percent (2%) may be utilized in designated hillside areas.
   c. Intersections shall transition to maximum three percent (3%) single cross slope at beginning of curb returns. Cross slope to warp to match intersecting street slope.
4. Local Residential Design Speed:
   a. Slope averages less than four percent (4%) shall have a design speed of 30 mph, posted 25 mph.
   b. Slope averages between four percent (4%) to twelve percent (12%) shall have a design speed of 25 mph, posted 20 mph.
   c. Connection roads with a maximum length of six hundred (600) feet shall have a design speed of 20 mph, posted 15 mph (cul-de-sacs, stop control on each end).
   d. Horizontal and vertical design to be based on design speed and current AASHTO standards.
5. Block Length:
   a. The maximum block length shall be two thousand (2,000) feet within hillside neighborhoods as identified on the Transportation Network Plan. If exceeding one thousand (1,000) feet, a twenty (20) foot wide pedestrian access easement is to be provided. If resulting pedestrian access is greater than fifteen percent (15%) slope, it shall not be required.

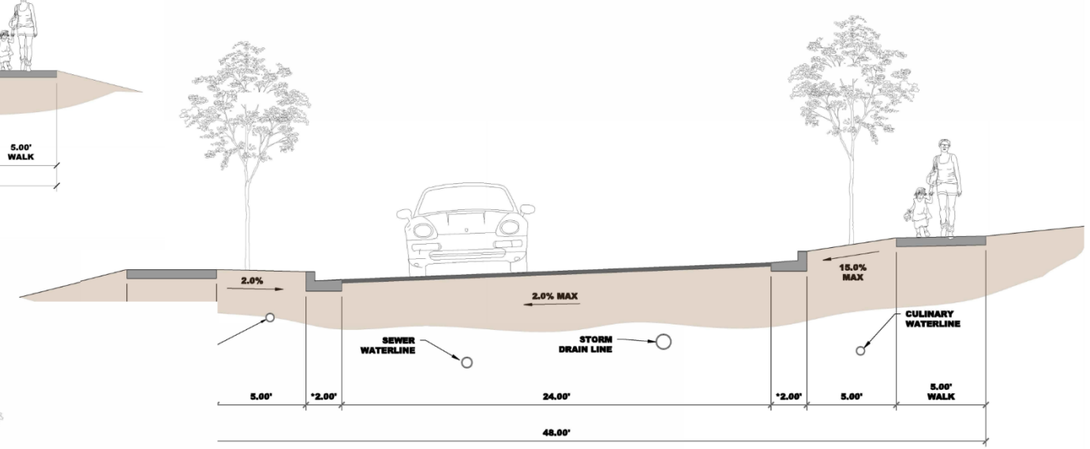
Exterior Home Example


NORTH
SAGEHILL ROAD
TALUS RIDGE
GRAND TOUR DR.
EXISTING ACCESS EASEMENT
HIGHPASS DRIVE
CEDAR FORT ROAD
HIGHWAY 73
SKYLINE DRIVE
MT. SARATOGA BOULEVARD
TALUS RIDGE BLVD.
NORTH CUT ROAD
FOOTHILL DR.
HILLSIDE DRIVE
LOOKOUT DRIVE
SUNSET POINTE ROAD
PEDESTRIAN UNDERPASS
Mt. SARATOGA BOULEVARD
HIGH RIDGE DR.
NORTH LOOP ROAD
SOUTH LOOP ROAD
OVERLOOK ROAD
KINGS LANE
QUAILHILL ROAD
FAIRFIELD ROAD
FAIRFIELD ROAD
CHURCH
COMMUNITY COMMERCIAL
PONY EXPRESS PARKWAY
LEGEND
MODIFIED 77' COLLECTOR (3' ADDED TO WALK EACH SIDE, 83' OVERALL)
56' LOCAL
48' HILLSIDE LOCAL
SINGLE FAMILY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL ELIGIBLE FOR 48' ROAD SECTION, 750' CUL-DE-SAC LENGTH, AND 2,000' BLOCK LENGTH
MULTI-FAMILY RESIDENTIAL
STORM BASINS
OPEN SPACE
NOTE: MAIN TRANSPORTATION AND CONNECTIVE ROADS SHOWN. ADDITIONAL PUBLIC ROADWAYS TO BE 48' & 56'
EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150
LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com
Mt. Saratoga
EXHIBIT 17 - TRANSPORTATION NETWORK PLAN
REVISIONS
1 -
2 -
3 -
4 -
5 -
LEI PROJECT #:
2014-1664
DRAWN BY:
TJP
CHECKED BY:
GDM
SCALE:
N.T.S.
DATE:
7/20/2016
EXHIBIT
17



56' CONVENTIONAL

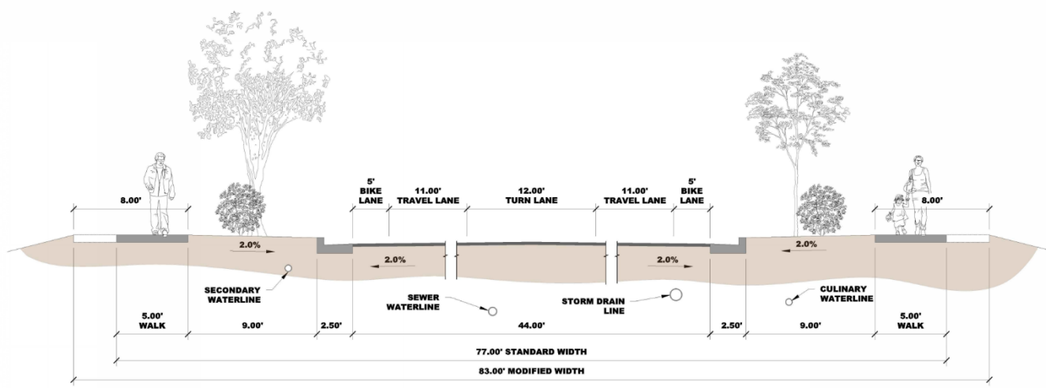
City Standard



48' HILLSIDE

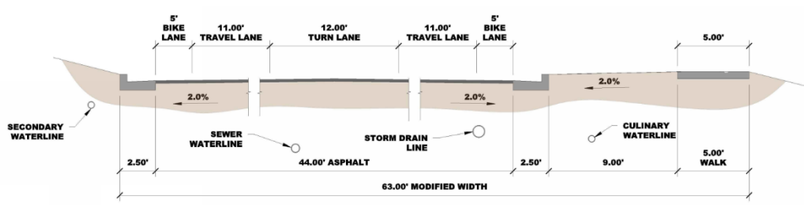
Public

* Only select Neighborhoods are eligible for this section as shown on exhibit J



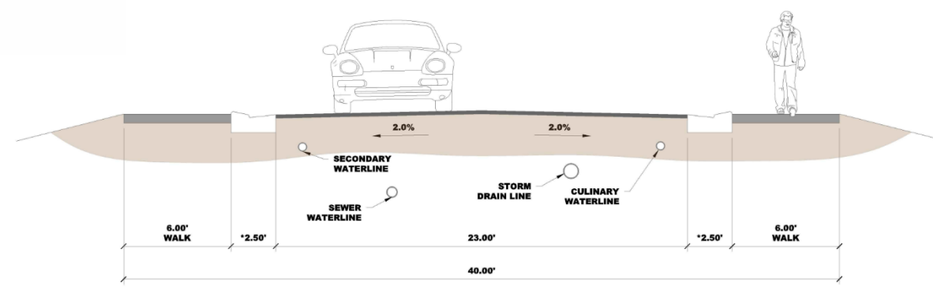
83' COLLECTOR (77' MODIFIED)

Expanded walks



63' COLLECTOR (77' MODIFIED)

Dropped planter & walk 1 side



40' PRIVATE DRIVE (CITY STANDARD)

Townhome & Stacked Dwelling areas

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Mt. Saratoga

EXHIBIT 18 - STREET CROSS SECTIONS MASTER PLAN

REVISIONS
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LEI PROJECT #: 2014-1664
DRAWN BY: TJP
CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016

EXHIBIT 18

EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
801 494-0150

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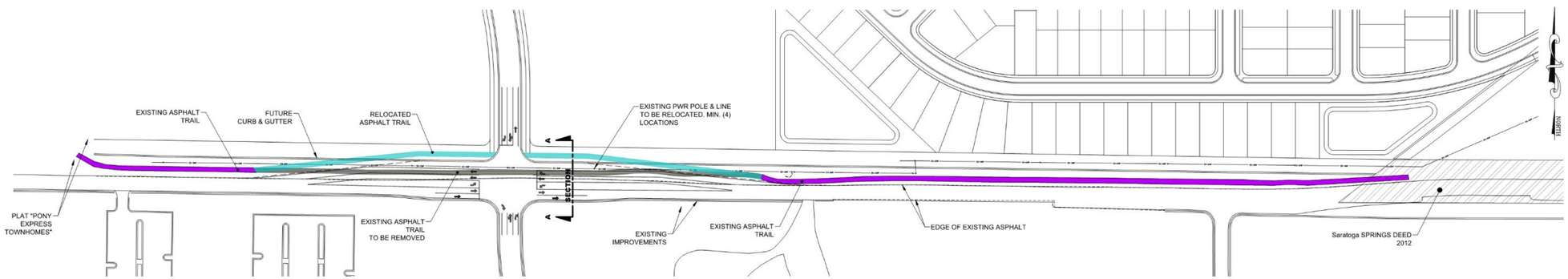

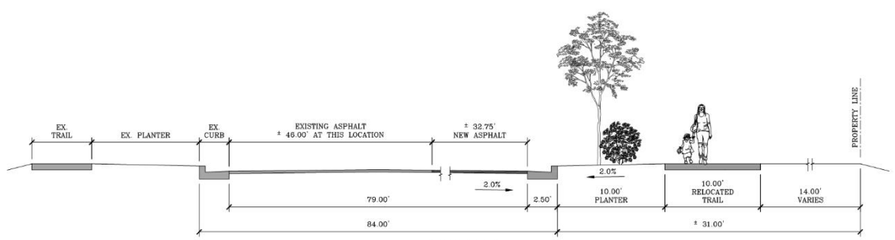

SECTION A-A

PROPOSED PONY EXPRESS PARKWAY

NOTE

THIS PLAN IS CONCEPTUAL IN NATURE AND FURTHER DETAILED DESIGN TO BE COMPLETED WITH VILLAGE 1

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NOT FOR CONSTRUCTION

Mt. Saratoga
SARATOGA SPRINGS, UTAH

EXHIBIT 19 - PONY EXPRESS PARKWAY DETAILS

REVISIONS
1 -
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CHECKED BY: GDM
SCALE: N.T.S.
DATE: 7/20/2016
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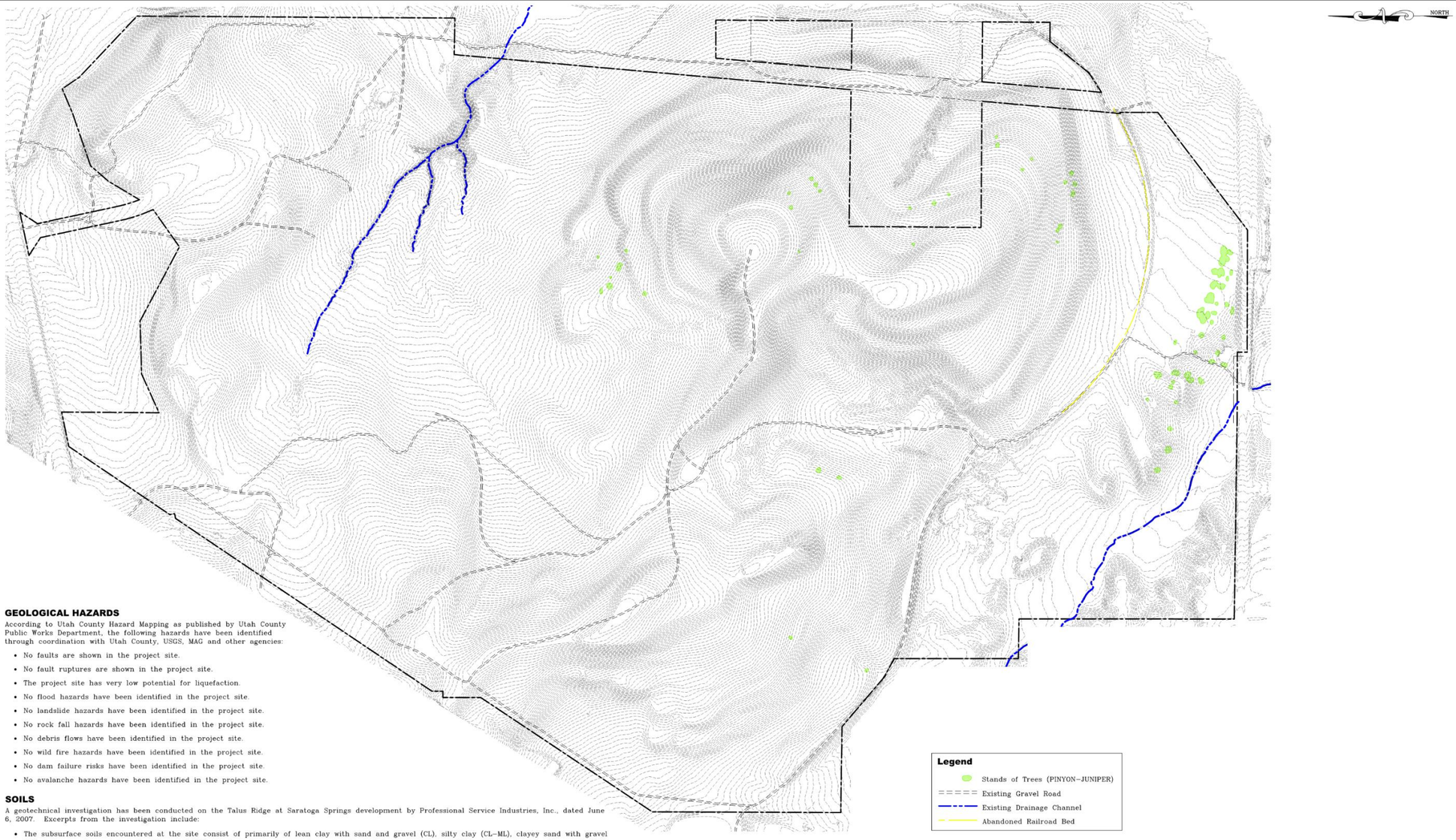
ADDITIONAL ELEMENTS

The Natural Resources Inventory Map contains information regarding specific site elements such as:

- **Waterways.** An un-named tributary of the overall Tickville Wash traverses the property at the southwest corner. This wash is dry with the exception of a storm event. Previous studies have been done on the overall Tickville Wash basin which has determined a maximum flow of 42.6 cfs for this wash during a 100 year storm event. This capacity will be maintained through any improvements, re-routing or regrading of the area.
- **Geological Information.** Geological information has been obtained from Utah County Hazards Mapping as published by Utah Count Public Works Department, in coordination with USGS, MAG and other applicable agencies:
    - The project site has very low potential for liquefaction.
    - No flood hazards have been identified. The project area is within flood zone "X" according to FIRM map 4955170115B, dated July 17, 2002.
    - No landslide hazards have been identified in the project site.
    - No rock fall hazards have been identified in the project site.
    - No wild fire hazards have been identified in the project site.
    - No dam failure risks have been identified in the project site.
    - No avalanche hazards have been identified in the project site.
- **Fault Lines.** According to Utah County Hazards Mapping as published by Utah County Public Works Department, no fault lines or fault ruptures are identified within the project.
- **General Soils Data**. A geotechnical investigation has been conducted on the development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:
    - The subsurface soils encountered at the site consist primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades.
    - No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
    - Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floors, slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.
- **Slopes.** A slope analysis has been conducted for the development and areas of greater than 30 percent slope are identified within Exhibit "M", Natural Resources Inventory Map. The existing contours at 2 foot intervals are also shown within this exhibit.
- **Statement of Findings.** The Statement of Findings can be found within the MDA.
- **Environmental Issues.**
    - **Wetlands.** No wetlands or sources of surface or shallow groundwater have been identified in the project site.
    - **Historical Sites.** Through the cooperation of Saratoga Spring's citizens, three petroglyph locations have been identified within the project site. These rare finds are important to preserve. Unfortunately, preservation of these individual stones in their current locations is problematic. It is the intent of Edge Homes to work with the Utah Rock Art Research Association to determine the best methods of preservation. Whether it is placement within the common area of the development or donation to a suitable museum.
    - **Existing Trees.** Existing trees are very limited on the Mt. Saratoga site. In fact, only about 75 pinyon-juniper trees existing on the entire site. These types of trees are generally not preserved and will be replaced through the addition of street trees.
- **Compliance Assurance.**
    - **Architectural Standards**. The architectural standards for the development will be discussed in further detail in the Design Guidelines section later in this document.
    - **Common Area Maintenance.** Common area within the overall Mt. Saratoga will be limited to monumentation, isolated detention basins and areas within the multi-family land uses. A Home Owners Association (HOA) will be established for ownership and maintenance of these common areas. The HOA will be established under applicable Utah Law with all necessary authority and reserve accounts in order to ensure proper maintenance for the future. The community park area and amenities will be dedicated in phases to the City for ownership and maintenance.



GEOLOGICAL HAZARDS

According to Utah County Hazard Mapping as published by Utah County Public Works Department, the following hazards have been identified through coordination with Utah County, USGS, MAG and other agencies:

- No faults are shown in the project site.
- No fault ruptures are shown in the project site.
- The project site has very low potential for liquefaction.
- No flood hazards have been identified in the project site.
- No landslide hazards have been identified in the project site.
- No rock fall hazards have been identified in the project site.
- No debris flows have been identified in the project site.
- No wild fire hazards have been identified in the project site.
- No dam failure risks have been identified in the project site.
- No avalanche hazards have been identified in the project site.

SOILS

A geotechnical investigation has been conducted on the Talus Ridge at Saratoga Springs development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:

- The subsurface soils encountered at the site consist of primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades .
- No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
- Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floor, slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.
- At the time of the site investigation, the project site consisted of vacant land, sparsely vegetated with weeds, shrubs, and various grasses.

The full geotechnical investigation is to be submitted separately and available for further detail. Additional site specific geotechnical investigations will occur over the course of the development to provide more site specific detail.

WETLANDS

No wetlands exist on this site.

DAMS, CANALS, AND CHANNELS

No dams exist above this site. The Tickville Gulch traverses the southwest corner of the site project.

SHRUBS, TREES AND WILDLIFE

Shrubs and trees are very limited within the project site. Vegetation consists of a few pinyon-juniper trees, sparse weeds, shrubs and various grasses. Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened or rare flora or fauna are known to exist on the site.

FLOOD PLAIN DATA

All project area is within flood zone "X" or areas determined to be outside 500 year flood plain as shown on FIRM map 490250015A (July 17, 2002)

MITIGATION REQUIREMENT

If areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation must be completed prior to development, i.e. soil stabilization, historical sites, environmental hazards, etc.

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EXHIBIT 20 - NATURAL RESOURCES INVENTORY MAP

REVISIONS
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SCALE: N.T.S.
DATE: 7/20/2016
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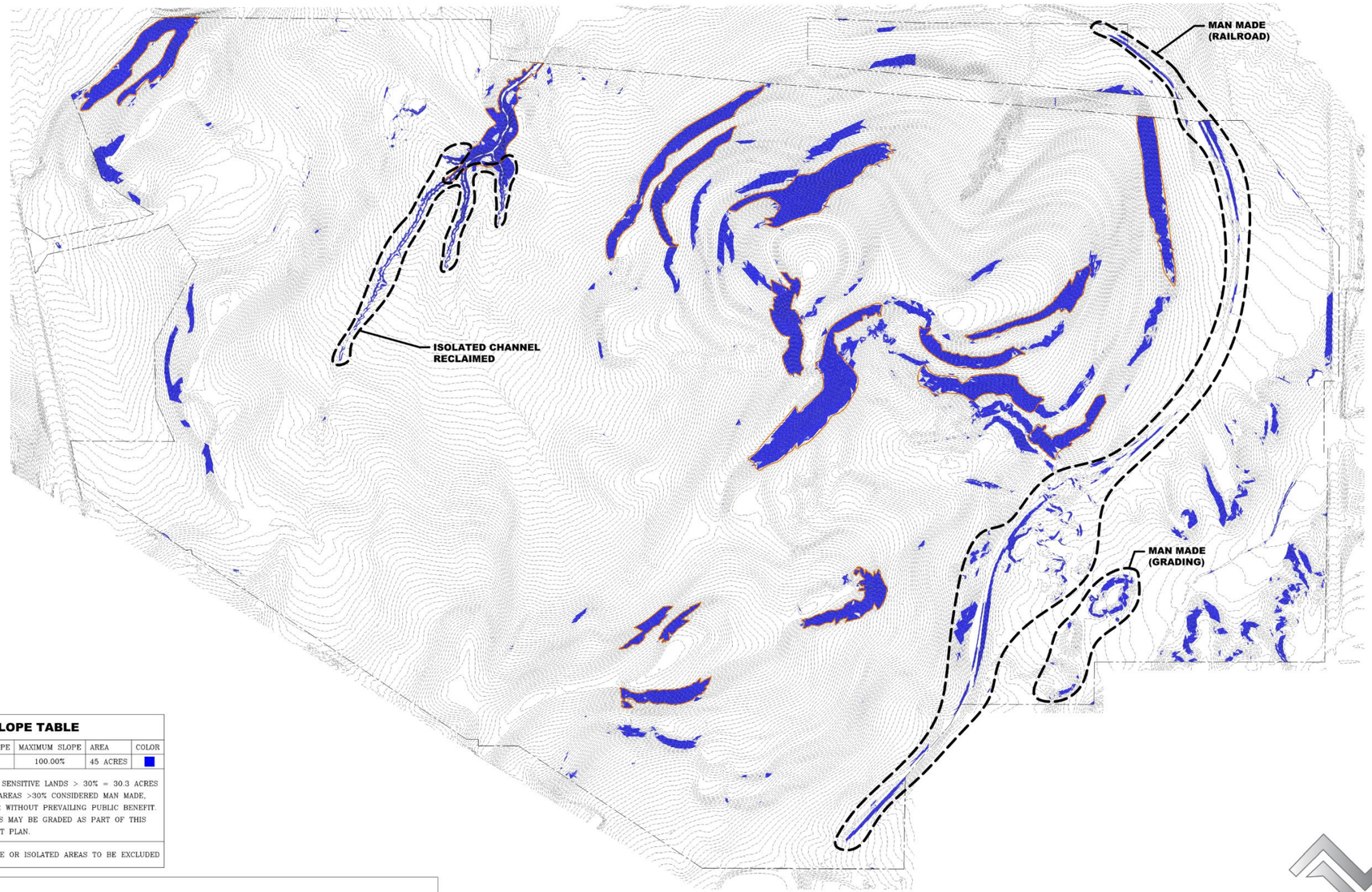

SLOPE TABLE

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA	COLOR
1	30.00%	100.00%	45 ACRES	
	DESIGNATED SENSITIVE LANDS > 30% = 30.3 ACRES ALL OTHER AREAS >30% CONSIDERED MAN MADE, ISOLATED OR WITHOUT PREVAILING PUBLIC BENEFIT. THESE AREAS MAY BE GRADED AS PART OF THIS DEVELOPMENT PLAN.			
	MAN MADE OR ISOLATED AREAS TO BE EXCLUDED			

NOTE

1. AREAS WITH CONTIGUOUS SLOPES EQUAL TO OR GREATER THAN THIRTY (30) PERCENT. CONTIGUOUS SLOPE IS DEFINED AS AN AREA GREATER THAN ONE-HALF (0.50) ACRE WITH A MINIMUM DIMENSION OF ONE HUNDRED (100) FEET IN ANY DIRECTION. AREAS WITH SLOPES IN EXCESS OF THIRTY PERCENT MAY BE PROPOSED FOR DISTURBANCE IF THEY ARE ISOLATED, NOT PART OF A PROMINENT RIDGE LINE AND THEIR DISTURBANCE OR REMOVAL WILL NOT CREATE A HAZARD.
2. THIS EXHIBIT IS CONCEPTUAL IN NATURE. SLOPES AND GRADING WILL BE REVIEWED AS PART OF THE FINAL PLAT PROCESS.

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EXHIBIT 21 - SENSITIVE LANDS ANALYSIS

REVISIONS
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CONCEPTUAL PLANS

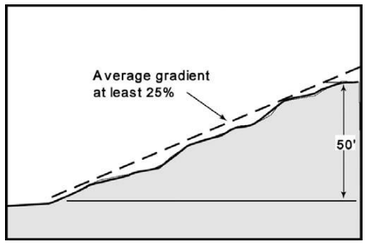
- **Wildlife Mitigation Plans.** The Division of Natural Resources has been contacted to determine whether there are any endangered species or wildlife that needs to be mitigated at this time. This document is forthcoming.
- **Open Space Management Plans.** The vast majority of the open space within Mt. Saratoga will be incorporated into the Community Park and be owned and maintained by the City. Parkstrips within Mt. Saratoga Boulevard and portions of Talus Ridge Boulevard to be maintained by Saratoga Springs with the exception of areas where landowners front along Talus Ridge Boulevard. The extent and amenities associated with the Community Park are included within the Open Space portion of this document. Open Space outside the Community Park and parkstrips, as identified within the Opens Space Master Plan, will be owned and maintained by an HOA.
- **Hazardous Material Remediation Plans.** No hazardous materials have been identified within the site. Should any hazardous materials be identified through further geotechnical investigation or site observation, acceptable mitigation must be completed prior to development.

SENSITIVE LANDS AND HILLSIDE STANDARDS

These standards are enacted for the Mt. Saratoga development in order to provide standards, guidelines, and criteria in order to minimize erosion, slope hazards and other environmental hazards that may result from development of hillsides in Saratoga Springs. In addition, these standards are intended to protect the natural scenic character of hillsides and to identify especially sensitive areas that may not be suitable for development.

The scope and application of the hillside standards are as follow:

1. Grading, filling, or excavating shall not result in risk of erosion, flooding, landslide, or any other unsafe condition.
2. These standards apply to all areas and projects that contain slopes on sites with an average gradient of at least twenty five percent (25%) and vertical elevations of at least 50 feet.
   a. The measurement of the vertical elevation of the steep hillside shall consider the entire slope system and not only the individual portions of the slope with at least twenty-five percent (25%) gradient. That is, the measurement of the vertical elevation may include some areas with less than twenty-five percent (25%) gradient as long as the overall, predominant slope gradient is twenty-five percent (25%).



3. These standards are intended to supplement those set forth in the Subdivision Ordinance and other Chapters of the Land Development Code. In the event of conflict, these standards shall apply.
4. Detailed reports and plans are required, as outlined, which must be approved by the City before any construction will be permitted in designated sensitive land and hillside areas.

HILLSIDE DEVELOPMENT PROCESS AND STANDARDS

The following plans shall be submitted as part of the Preliminary Plat or Site Plan application in addition to all other requirements of Title 19. All reports and plans submitted herein shall be prepared by persons or firms licensed or certified to practice their specialty in the State of Utah.

1. **Project Physical Constraint Requirements**
   a. A project will not consist of any building envelopes on natural or manmade slopes over thirty percent (30%).
   b. The project will not show any structures within fifty feet (50') of any fault line.
   c. The project will not consist of activities on or disturbance of any wetland areas, except as approved by the Army Corps of Engineers.
   d. The project will not contain any platted lot within any landslide hazard areas, unless approved by the planning staff, Planning Commission or legislative body as part of the open space area.
   e. The project will not consist of any development within any flood hazard area.
   f. The project will not consist of any development within any shallow groundwater hazard areas, areas of springs, or seeps or surface water areas.
   g. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridors.
   h. The project will avoid any development that will protrude above any ridgelines except as provided in the Design Guidelines in this document.
   i. Full geotechnical evaluation of the site.
   j. All proposed density for projects shall be approved by the county legislative body, after recommendation for or against from the Planning Commission.

2. **Sensitive Area Identification and Protection Plan.** This plan shall identify all areas within the project that are sensitive land and are to be protected from disturbance. These areas should generally be placed in protected open space. The following standards shall be applied during the preparation of the Sensitive Area Protection Plan:
   a. A map shall be prepared identifying the existing slopes on the property with classifications of slope in five percent (5%) increments (i.e. 0-5%. 5-10%, etc.)
   b. Identification of prominent ridge lines. Prominent ridge lines are those ridges in which all or part of a permanent structure would be visible against the skyline, ie., it would extend higher than the highest landform located behind the structure when viewed from the intersection 800 West and Pioneer Crossing, 800 West and Talus Ridge Blvd, and 800 West and Pony Express Parkway.
   c. Areas with contiguous slopes equal to or greater than thirty percent shall be considered sensitive areas and are to be protected. Contiguous slope is defined as an area greater than one-half (0.50) acre with a minimum dimension of one hundred (100) feet in any direction and shall be subject to the following conditions:
      i. Areas with slopes in excess of thirty percent may be proposed for disturbance if they are isolated, not part of a prominent ridge line and their disturbance or removal will not create a hazard to public or private property.
      ii. In those cases where the disturbance of slopes equal to or greater than thirty percent, disturbance shall be limited to only that area necessary for the construction of a road, trail or other approved structure. These structures shall be designed to minimize impacts on these slopes.
      iii. Man-made slopes equal to or greater than thirty percent may be amended if it is determined by the City that the change in grade will restore the area to a more natural condition or if it will improve the stability of a previously disturbed area.
   d. Filling, piping or dredging of historic drainage channels shall be prohibited unless approved by the City based on determination that the affected portion is either no longer functioning as a drainage channel, is not necessary to capture storm water flows, or will not result in any increased potential flood risks. Drainage channels shall be identified and include, at a minimum, those drainage channels with tributary areas that extend outside the boundary of the proposed project.
      i. Natural drainage courses should be retained where feasible, with historical flows being maintained.
      ii. In those cases where either pedestrian or vehicular access over a major drainage channel is found to be necessary or desirable, disturbance shall be limited to only that area necessary for the construction of a bridge, culvert, or other approved structure. Bridges, culverts, or other structures crossing water courses, gullies, stream beds, or storm water runoff channels shall be designed to minimize impacts on these natural drainage corridors.
      iii. Tickville Wash tributary located in the southwest corner of Mt. Saratoga may be piped, based on an approved hydrogeologic study.
   e. A geological report shall be prepared by a geotechnical engineer or geologist licensed by the State of Utah. The Geology Report shall contain, at a minimum, the following:

i. Identification of any zones of deformation with respect to active faults or other mass movements of soil and rock.
ii. Identification and mapping of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site.
iii. Active or inactive landslide areas.
iv. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geologic hazards.

3. **Grading Plan.** Project areas may be proposed for disturbance if they fall outside of the protected areas identified in the Sensitive Land Protection Plan or meet the conditions outlined within the Sensitive Land Protection Plan. The grading plans for such areas shall comply with the following standards:
   a. Slopes 50% or greater within residential lots shall be supported by a geotechnical report prepared and certified by a qualified professional, that such slopes will be stable and will not create a hazard to public or private property. The report shall provide recommendations on the methods and procedures for the creation of such slopes.
   b. All cut, filled, and graded slopes shall be re-contoured to blend into the natural grade of surrounding land.
   c. All permanent cuts and fills shall be constructed and stabilized to minimize settlement, sliding, or erosion damage to streets, curbs, gutters, sidewalks, or buildings.
   d. When the top of a steep hillside is cut and fill is placed on the hillside, the fill slope should be blended with the natural steep hillside.
   e. The transition between manufactured slopes and natural topography should be blended to avoid harsh angular lines.
   f. Cutting and grading to create benches or pads for building sites shall be minimized where possible.
   g. Steep hillside areas should not be mass graded to create a large flat pad. Instead, smaller stepped pads should be used that follow the existing topography
   h. Berms, interceptor drains, swales or other devices shall be provided at the top of retaining walls and cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of a slope or adjacent properties.
   i. A Grading Plan may not be used solely for the purposes of mining of materials.

4. **Development on Slopes**. Development should be concentrated in the least steep areas of the site in order to preserve as much of the natural terrain as possible.
   a. Varied lot sizes and designs shall be utilized in order to reduce the amount of grading required and preserve natural landforms.
   b. Building pads shall be located in order to preserve as much of the natural terrain as possible.
   c. Lots shall be designed to fit the natural contour of the site rather than the site being altered to fit a particular structure type.
   d. Large flat pads shall be avoided in favor of stepped, or split-level structures that follow the general contours of the site.
   e. Structure designs and foundation types shall be utilized that are compatible with the existing steep hillside conditions and require less grading.
   f. Retaining walls shall be constructed with the following criteria:
      i. A single rock retaining wall shall not exceed ten feet in height as measured from the lowest adjacent grade to the top of wall.
      ii. When the overall retained height would exceed ten feet or materials other than rock are to be utilized, the retaining wall shall be broken into a maximum of three stepped walls with no individual wall exceeding six feet in height as measured from the lowest adjacent grade to the top of wall.
      iii. The width of the terrace between any two vertical retaining walls shall be at least half the height of the highest wall as measured from the face of each wall with a minimum horizontal distance of 3 feet.
      iv. All retaining walls greater than two feet must be designed by an engineer licensed by the State of Utah.
      v. Retaining walls shall be located a minimum of 4’ from primary structures. Walls shall not be located within PUE”s unless a release is obtained from all applicable utility companies.
      vi. Terraces created between retaining walls shall be permanently landscaped.
      vii. The color of retaining walls shall blend with the natural terrain.

5. **Landscaping Preservation and Revegetation Plan -** The Landscaping Plan shall be prepared by a licensed Landscape Architect and consist of a survey identifying existing vegetation and a revegetation plan showing both how disturbed areas will be restored and how the proposed grades will be stabilized.
   a. Vegetation Survey – A survey of the existing site shall show the location of existing vegetation and identification of plant species existing on the development site.
   b. Vegetation Preservation Plan – Existing Vegetation shall be preserved to the maximum extent practical.
      i. All existing vegetation within and adjacent to major drainage channels shall be preserved to the maximum extent possible.
      ii. Riparian areas shall be protected. If already disturbed, these areas shall be restored with additional native or adapted planting.
      iii. Areas of significant trees and vegetation may not be disturbed unless specifically approved by the City. This includes large trees of six-inch caliper or greater, groves of five or more smaller trees, or clumps of shrubs covering an area of fifty square feet or more measured at the drip lines.
      iv. In areas determined to be highly susceptible to fire hazards (including areas determined to be part of the Wildland Urban Interface), vegetation may be selectively pruned, thinned, and regularly maintained to help minimize the risk of property damage from wildfire and to provide space for fire-fighting equipment and personnel.
   c. Revegetation Plan - All areas of the site that will be cleared of natural vegetation in the course of development shall be replanted with native or adapted trees and other plant material vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. The revegetation plan shall also specify slope stabilization and erosion control measures that will be implemented.
      i. The revegetation plan shall include a plant schedule listing the plant species and seed mixes to be used for stabilization and revegetation. Revegetation species shall follow city standards.
      ii. All disturbed areas shall be stabilized no later than thirty days after the disturbance is complete. Reseeding may be delayed until the earliest planting season thereafter if temporary stabilization measures are implemented in the interim.
      iii. Any areas with existing vegetation disturbed according to an approved Grading Plan shall be revegetated. To the maximum extent practical, existing vegetation shall be replaced in kind.
         1. Any slope 3:1 or steeper shall have control matting, tackifier fabric or other approved erosion control method installed in addition to reseeding or revegetation.
         2. New or disturbed ditches and swales in excess of 1 percent slopes shall have straw waddles installed at 100’ intervals to minimize scour and reduce flow velocities.

iv. Use of fire-resistant plants for revegetation is required in areas identified as a Wildland-Urban Interface.

v. Should existing trees need to be replaced, an area of revegetation must be identified and similar number and species of trees with a minimum 2-1/2" caliper planted.

DESIGN GUIDELINES

The development standards established in the Community Plan are intended to act as guidelines for the subsequent Village Plans. Therefore, minimum standards have been established at the community wide level and more appropriate site specific standards will be established at the Village Plan level.

1.1 Single Family Residential:

- Lot Regulations:
  1. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
     b. Village 1 - An area of not less than 4,000 square feet.
     c. Village 2 – An area of not less than 5,000 square feet.
     d. Village 3 – An area of not less than 3,500 square feet.
     e. Village 4 – An area of not less than 4,500 square feet.
     f. Village 5 – An area of not less than 3,500 square feet.
  2. Width. The minimum width for any residential lot shall be 45 feet at the designated front setback. The minimum lot frontage along a public right-of-way shall be 20 feet.
  3. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
  4. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
  5. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.
  6. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.
  7. The minimum lot size as outlined above shall not contain slopes above 30%. Slopes designed to accommodate daylight or walkout basements are excluded from this requirement.

- Cluster Housing and Other Non-Traditional Single Family Lots:
  - All design criteria for Cluster Housing and other non-traditional single family lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.

- Size of Buildings:
  1. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
  2. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
     - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
     - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
  3. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

1.2 Two and Three Family Residential

- Lot Regulations:
  1. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
     a. Two Family Residential – An area of not less than 6,000 square feet.
     b. Three Family Residential – An area of not less than 8,000 square feet.
  2. Width. The minimum lot frontage along a public right-of-way shall be 20 feet. The minimum width for any residential lot at the designated front setback shall be:
     a. Two Family Residential – 70 feet.
     b. Three Family Residential – 80 feet.
  3. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
  4. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
  5. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.
  6. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.

- Mansion Housing and Other Non-Traditional Lots:
  - All design criteria for Mansion Housing and other non-traditional lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.

- Size of Buildings:
  1. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
  2. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
     - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
     - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
  3. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

1.3 Attached Multi-Family Residential:

- Lot Regulations:
  1. Front Yard Requirements.
     - Front Load Units: The minimum front yard setback shall be 18 feet, as measured from the back of sidewalk or curb to the garage, and 12 feet measured to foundation of living space, a covered front porch or patio, if present.
     - Alley Load Multifamily Units: There is no minimum setback from alley to foundation of garage and living space.
  2. Side Yard Requirements. Side yard setbacks shall be a minimum of 10 feet measured from property line to foundation. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
  3. Rear Yard Requirements. Rear yard setbacks shall be a minimum of 15 feet measured from property line to foundation.
  4. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be a minimum of 15 feet to foundation.
  5. Distances between buildings. The minimum distance between side yards of buildings is 10 feet measured from foundations. The minimum distance between rear yards of buildings is 20 feet measured from foundations.

- Size of Buildings:
  1. Height of Buildings. All attached multi-family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
  2. Minimum Square Feet. The minimum finished square footage shall be 800 square feet above grade.

- Parking Requirements:
  1. Two parking stalls to be provided for each unit, one which must be covered. Tandem parking of garage of driveway shall be allowed. In addition, 0.25 visitor stalls shall be provided per unit.

1.4 Multi-family Residential:

- Lot Regulations:
  1. Setback Requirements. All multi-family residential buildings shall have a minimum setback of 10 feet from property line to foundation from any public or private right-of-way. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
  2. Distances between buildings. The minimum distance between side yards of residential dwellings is 15 feet measured from foundations. The minimum distance between front and rear yards of residential dwellings is 15 feet measured from foundations.
  3. Accessory Buildings. The minimum distance between main buildings and accessory buildings shall be 10 feet measured to foundation. All detached garages shall have no minimum setback requirement when adjacent to non-residential zones and shall have a minimum setback of 5 feet from property lines adjacent to residential zones, any public right-of-way, and the peripheral property line of the Talus Community boundary.

- Size of Buildings:
  1. Height of Buildings. All multi-family buildings in the multi-family residential development area shall be no higher than 45 feet as measured per Saratoga Springs Land Development Code.
  2. Minimum Square Feet. The minimum finished square footage shall be 600 square feet for a single bedroom dwelling unit and 800 square feet for a two or more bedroom dwelling unit.

- Parking Requirements:
  1. Two parking stalls to be provided for each unit, one which must be covered. Tandem parking of garage of driveway shall be allowed. In addition, 0.25 visitor stalls shall be provided per unit.

2.0 Architectural Standards:

The architectural standards in this section are intended to establish general guidelines for the Mt. Saratoga Community Plan and more detailed standards will be established within each Village Plan. Listed in this section are examples of architectural styles that will be acceptable in any of the subsequent Village Plans. Architectural styles that include extreme colors, construction materials, or styling will not be allowed within the Mt. Saratoga Community Plan. However, reasonable variations in the architectural styles and construction materials are allowed and will be necessary to give flexibility for future trends in the market place. All variations in style and material require formal approval from the Mt. Saratoga Architectural Review Committee (MARC).

2.1 Floorplan and Exterior Color Scheme Mixing:

In an effort to promote the design of subdivisions with a variety or floorplans, the following community wide restriction will be enforced:

- No single family homes may be built on lots next door to or directly across the street from a previously selected single family home with the same floorplan unless the following criteria are met:
  - The home must be a Contemporary elevation, in the event that the home conflicting is any other elevation.
  - Traditional, Craftsman, and Bungalow are considered the same elevation.
- No main body exterior color can be built next door or directly across the street from a previously selected main body exterior color.

2.2 Traditional Architecture:

- Square columns wrapped in stucco with stone wainscot
- Arched beam above front porch wrapped in stucco
- Stucco covering main sections of home with fiber cement siding (FCS) accents in gables
- Eyebrows on all gable ends

2.3 Craftsman Architecture:

- Square front porch beams wrapped in FCS
- Hardie siding covering main portions of home with accents of FCS in gables
- Square front porch columns wrapped in FCS

2.4 Bungalow Architecture:

- Tapered front porch columns wrapped in FCS with stone wainscot
- Square front porch beams wrapped in FCS
- Occasional clipped gable (Dutch hip) on front gables in front elevation
- Corbels placed in gables
- Triangle soffit Vents accents

2.5 Contemporary Architecture:

- Front porch columns range from 3/4 height stone, full height stone, and wider tapered style.
- Beam above front porch are square wrapped in FCS.
- FCS elements on lower portions of home building upward into stucco.
- Lower pitch roof ranging from 5/12 – 7.5/12
- Hip roofs for all roof lines
- Roof overhang at 1'-6"
- Varying heights on stone wainscoting across front elevation

2.6 Additional Architectural features:

- Metal Roofing Accents
- Window Grids
- Shed Roofs Over Windows
- Shed Roof Over Garage

3.0 Perimeter Buffers and Fencing:

- Perimeter Buffering: No structure (excluding signs, entry features, and accessory buildings) may be closer than ten feet to the peripheral property line of Mt. Saratoga Community boundary.

  1. The area within this ten foot area is to be used as a buffer strip and may be counted toward open space requirements and required building setbacks.

- Fencing: All fencing to be installed as per Saratoga Springs City ordinance.

4.0 Architectural Review Committee:

In order to create, maintain and improve the integrity of the community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of the Mt. Saratoga Community, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within the Project shall be subject to a design review process and approval by the established Mt. Saratoga Architectural Review Committee (the "MARC"). The MARC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The MARC shall consist of representatives from the following: Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. Developer shall retain the right to retain or replace members of the MARC at its discretion.

5.0 Ridgeline Development

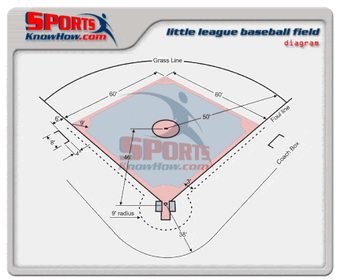
- Lots and associated building pads located on a prominent ridgeline of Mt. Saratoga within Village 5 shall incorporate the following guidelines in order to limit the adverse effects of structures:
  - Exterior wall colors ad roof surfacing materials must be based on earth tone colors found most commonly in the land and vegetation around the structure.
  - Reflective materials and bright colors that create dramatic contrast shall not be used.
  - The use of trees and other appropriate landscape improvements to be used to mitigate the visual impact of the structure.
  - Exterior lighting to be shielded from direct point source view.
  - Exposed basement foundations to be screened with vegetation or stepped foundations utilized to a minimum of one-half (1/2) of its height.

Purpose. These standards establish minimum open space requirements for Talus Ridge at Saratoga Springs to ensure that parks and open space meet the recreational and scenic needs of the new residents.

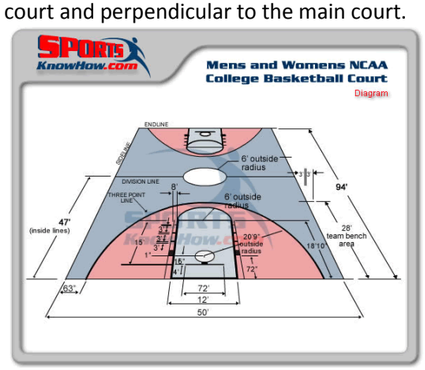
Definitions.

1. "Amenities" means an improvement for use by park patrons, such as playground equipment, play fields, trails, benches, and restrooms.
2. "Amphitheater" means a curved open-air venue for entertainment, with tiered seating or upward-sloped turfed area suitable for seating surrounding a central level area for performances. Seating capacity is calculated on nine square feet per person on the tiered or turf seating area.
3. "ASTM" means the American Society of Testing Materials.
4. "Baseball Diamond" means a play field improved with turf except for the skinned infield, and striped with paint to support the play of baseball or softball, with each diamond supporting one game at a time. Minimum dimensions by type are shown in the following graphics:

   "Little League©" diagram:

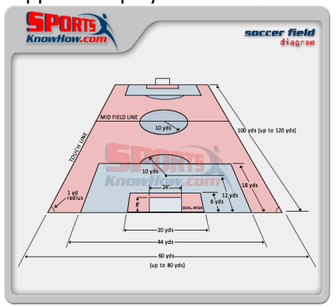


5. "Basketball Court" means a hard-surfaced area with amenities to support the playing of basketball.
   a. "Half court" means a court a minimum of 47 feet by 50 feet in area and containing one standard (pole and net).
   b. "Full court" means a court a minimum of 50 feet by 94 feet in area and containing a minimum of two standards, with the option of four standards creating two smaller full courts within the main court and perpendicular to the main court.

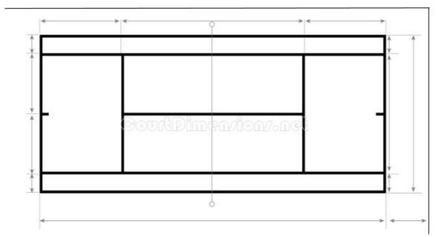


6. "BBQ Grill" means an outdoor appliance for grilling and cooking, constructed of industrial cast iron and permanently mounted on concrete.
7. "Bike Rack, 4-bike capacity" means a ridged one-piece structure to which bicycles can be locked, permanently mounted on concrete. May be substituted by multiple single-bike racks or poles with capacity for four bikes.
8. "Detention basin – limited access" means a detention basin that is improved to provide access for recreational use when not storing water.
9. "Detention basin – no access" means a detention basin that is not accessible for recreational use.
10. "Drinking Fountain" means an industrial or commercial grade outdoor drinking facility, with proper drainage.
11. "Equivalent Acres" means the number of acres of different types of land it takes to equal one acre of fully improved park space.
12. "Fully Improved" means open space completely improved with turf, non-native landscaping, and amenities.
13. "Fully Improved with limited access" means fully improved open space with limitations to access, such as a pay-for-use golf course, limited hours for a cemetery, or similar limitation.
14. "Fully Improved with full access" means fully improved open space with no limitations on user access.
15. "Horseshoes, tetherball, similar" means an outdoor recreation area designed for the playing of horseshoes, or tetherball, or other permanently installed outdoor game.
16. "Improvements" means any addition or enhancement to open space, such as landscaping, recreational amenities, trails, and grading. See also "Partially Improved", "Fully Improved", and "Unimproved".
17. "Native" means the installation of natural landscaping commonly found in unimproved, un-manicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape could include the restoration of disturbed areas by replacement of topsoil, native seeding by drilling method, and covering with a hydraulically applied wood fiber mulch.
18. "Park Bench" means an industrial or commercial grade outdoor seat, permanently mounted on concrete.
19. "Partially Improved" means open space left in a native state, such as existing or new native grasses instead of turf, and with recreational amenities provided.
20. "Pavilion" means a free-standing structure with an open frame and covered by a roof to provide shade for a table or sitting area or other similar use.
    a. "Small" means a pavilion of up to 150 square feet covering at least one table and related seating, one BBQ grill, or similar facilities.
    b. "Medium" means a pavilion of up to 400 square feet covering at least two tables and related seating, several BBQ grills, or similar facilities.
    c. "Large" means a pavilion of up to 1000 square feet covering at least four tables and related seating, or two tables and several BBQ grills, or similar facilities.
    d. "Extra-large" means a pavilion of over 1000 square feet covering eight to ten tables and related seating, or a combination of tables and BBQ grills of similar amount.
21. "Play Field" means a level grass field that is useable for the play of various sports such as football, lacrosse, soccer, or other field. May or may not be striped with paint for a specific sport.
22. "Play structures" means a structure containing any of the following: swings, post and platform, slides, climbers, rockers, rotational, and interactive features. A single-platform refers to one elevated platform containing multiple features. All playground structures must have a certificate of compliance with current CPSC and ATSM standards.
23. "Restroom" means a room containing a wash basin, toilet, and other facilities for use. Where a restroom is provided, at least one cleaning/maintenance closet shall be included. May consist of a unisex lockable-from-inside restroom, or separate men and women's restrooms. May include a single or multiple stalls. Restrooms shall comply with ADA requirements, including percentage of stalls that are accessible in design.
24. "Sensitive Lands, limited access" means open space consisting of wetlands, steep slopes, or other sensitive lands with some user access provided such as trails, boardwalks, or pavilions.
25. "Sensitive Lands, no access" means open space consisting of wetlands, steep slopes, or other sensitive lands with no user access provided.

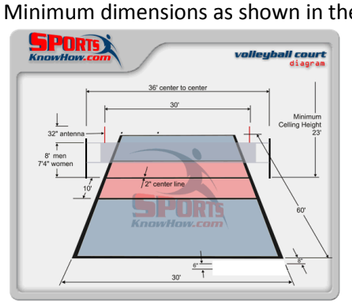
26. "Soccer Field" means a play field a minimum of 180 feet by 300 feet in area, and striped with paint to support the play of soccer as shown in the graphic below:



27. "Splash Pad" means a recreation area for water play with little to no standing water. May include fixed or movable spray or drip features and nozzles.
28. "Swimming Pool" means a man-made structure or tank constructed to hold water deep enough to permit swimming and other water based recreation. Minimum depth of six feet where diving is permitted; does not include wading pools. Minimum dimensions of 80 feet by 16 feet for a two-lane lap pool, or 50 feet by 25 feet for a non-lap pool.
29. "Tennis Court" means a level rectangular area for the playing of tennis. Minimum dimensions of 27 feet by 78 feet for a singles court; minimum dimension of 38 feet by 78 feet for a doubles court, striped in the following manner:



30. "Trash Can" means a waste receptacle for either trash or recyclables, minimum capacity of 50 gallons, permanently mounted on concrete.
31. "Unimproved" means open space left or planted in a native state, without the addition of amenities.
32. "User" means a person accessing open space for recreation, relaxation, or other purpose. Refers to residents of a development for privately maintained open space, or to the public for publicly maintained open space.
33. "Volleyball Court or Pit" means a level rectangular area with a net structure for the playing of volleyball. Minimum area of 1800 square feet. May be a lowered or level sand surface, or a hard level surface. Minimum dimensions as shown in the graphic below:



34. "Wading Pool" means a man-made structure or tank constructed to hold a small amount of water for water play that is not deep enough to permit swimming.
35. "Workout Station" means an industrial or commercial grade fitness components or devices designed to offer exercise opportunities to users, permanently mounted and meeting ASTM standards.

Equivalent Acres.

1. **Equivalent Open Space.** As used in these standards, open space requirements are calculated based on Equivalent Open Space acres, where different types of open space qualify as more or fewer acres. For each acre of required open space, the requirement may be met through a variety of open space types, according to the table below and as defined:

   a. **Method:** Multiply each acre or portion thereof, for each category provided, by the multiplier to determine the Equivalent Open Space acreage:

EQUIVALENT ACRE FORMULA	
Category of Open Space Provided:	Multiplier:
Unimproved, not Sensitive Lands	0.30
Sensitive Lands - no access	0.15
Sensitive Lands - limited access	0.45
Improvement of existing City owned open space	0.67
Detention basin - limited access	0.67
Detention basin - no access	0 - no credit
Partially Improved	0.75
Fully improved with limited access	0.75
Fully Improved with full access	1

   b. **Compliance:** The overall Community Plan and subsequent Village Plans must show calculations based on the method outlined above to demonstrate adequate Equivalent Open Space acreage. Village Plans must meet the minimum Equivalent Open Space acreage on a cumulative basis.

2. **Community Plan Calculation:** The Equivalent Open Space requirement for the Community Plan for Talus Ridge at Saratoga Springs is calculated as follows, resulting in 117.8 Equivalent Acres:

EQUIVALENT ACRE FORMULA				
Category:	Multiplier:	***Actual*** Acres provided	***Equivalent Acre*** Formula:	***Equivalent Acres*** Provided:
Unimproved, not Sensitive Lands	0.30	148.7	148.7 x 0.30	44.6
Sensitive Lands - no access	0.15			
Sensitive Lands - limited access	0.45	30.5	30.5 x .45	13.7
Improvement of existing City owned open space	0.67			
Detention basin - limited access	0.67	14.0	14.0 x .67	9.4
Detention basin - no access	0 - no credit			
Partially Improved	0.75			
Fully improved with limited access (Within Multi-Family)	0.75	13.0	13.0 x 0.75	9.7
Fully Improved with full access (Community Park)	1	29.7	29.7 x 1	29.7
	TOTALS	**235.9**		**107.2**

Minimum Required Open Space.

1. **Open Space Required.** A minimum of one Equivalent Acre of park space is required for every 40 residential units within the overall Community Plan or subsequent Village Plan. With a proposed number of residential units of 2,688, the required Equivalent Open Space requirement is 67.2 acres.

2. **Minimum percentage.** In addition to meeting the minimum Equivalent Open Space requirement, to ensure a livable community, in no case shall the percentage of total actual acres provided for open space within the overall Community Plan be less than 30% as defined by City Code.

3. **Other Limitations.** In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement.
   a. Unimproved, not Sensitive Lands
   b. Sensitive Lands - no access
   c. Detention basin – no access

Minimum Required Amenities.

1. **Minimum Points.** In order to meet the needs of new residents in each Community Plan or Village Plan, amenities equaling a minimum of **50** points per **required** Equivalent Open Space acre must be provided. The amenities may be distributed across all provided acres, but the point requirement is based only on the required Equivalent Open Space acres. For the overall Community Plan, the minimum point requirement is 3,360 (50 x 67.2).

2. **Points Per Amenity**. Each recreational amenity is worth a number of points. For appropriate spacing of amenities, each item also has a minimum square footage requirement.

3. **Mixture of Amenities and Required Amenities.**
   a. The Community Plan must show the locations of an adequate mixture of amenities.
   b. Each Village Plan must incorporate a mixture of amenities, including at least one separate item each from Categories A, B, C, D, E, and F. Village Plans must meet this requirement on a cumulative basis.
   c. All park areas over 5 contiguous acres of improved open space are required to provide a minimum 1-toilet restroom.
   d. When an amenity is proposed that is not listed, Planning Director shall compare the cost and capacity of the amenity with amenities in this table to determine a comparable point value and category.

Item	Min sq.ft per item	Category	Points
Amphitheater (100 person capacity)	2500	A	500.0
Pedestrian Underpass	9' x 12'	A	150.0
Clubhouse	1,000	A	150.0
Skate Park - one pit	10000	A	144.1
Swimming Pool, 2 lane equivalent	3000	A	137.5
Restroom 3+ Toilets	400	B	92.8
Pavilion - extra large	1250	B	75.0
Splash Pad (25 people)	2250	B	62.5
Play Field - full size (soccer, football, etc.)	56000	B	55.0
Pavilion - large	900	B	50.0
Frisbee Golf	3 Acres	B	50.0
Pavilion – (group)	650	C	42.4

Tennis Court	7200	C	40.1
Additional Equivalent Open Space	1 Acre	C	40.0
Restroom 1-2 Toilets	200	C	37.4
Play field – half size	28000	C	27.5
Zipline, per 75 linear feet of rideable line	600	C	27.5
Playground Structure (1-platform)	250	C	26.0
Play or skate features – eg rock wall or kicker	200	C	25.0
Dog Park	1 Acre	C	25.0
Trail, hard surface, per 1000 linear feet	10000	D	20.6
Swingset	100	D	12.5
Basketball 1/2 court	2350	D	8.3
Pickleball court	2350	D	8.3
Pavilion (picnic shelter)	350	D	5.7
Horseshoes, tetherball, or similar	250	D	5.0
Baseball Diamond - Little League© size	56000	E	4.4
Bleachers - per section	450	E	2.8
Trail, soft surface, per 1000 linear feet	5000	E	1.5
Art - 1 statue, sculpture, or other single piece	50	E	1.3
Volleyball pit	1800	E	1.3
Drinking fountain	9	F	1.1
Table	75	F	0.8
Trash Can – Required w/ Pavilion or park	25	F	0.7
Bike Rack, 4-bike capacity	30	F	0.6
Workout station	100	F	0.5
Bench	50	F	0.4
BBQ Grill	25	F	0.3
Parking - 1 space (hard surface)	200	P	0.7
Parking - 1 space (soft surface)	200	P	0.1

Phasing.

1. If the construction of various portions of the project is proposed to occur in stages, then the following standards shall be met.
    a. All Village Plans shall contain a Phasing Plan, including size and order of each phase and schedule of improvements to be installed, shall be approved by the Planning Director.
    b. Open Space improvements shall be installed with a value or acreage in proportion to the acreage developed with any given Village Plan. The Developer may install open space in excess of the proportionate amount for each Village and bank open space credits towards later Villages; however the open space installed must be a part of the open space shown in the Phasing Plan.
    c. A perpetual instrument running with the land shall be recorded against the entire Village Plan prior to or concurrently with the recordation of the first plat, that includes the standards, location, funding mechanism, values, and timing for all open space, recreational facilities, amenities, open space easements, and other improvements. An open space plat, conservation easement, development agreement, or other perpetual instrument may qualify as determined by the City Attorney.

Maintenance and City Acceptance.

1. **General Maintenance.** All open space shall be maintained regularly, by the property owner or HOA as appropriate, to maintain a clean, weed-free, and healthy appearance.

2. **Turf and Plantings**.
    a. Turf shall be maintained at a maximum height of 3-4 inches.
    b. Turf and plantings shall be fully established and kept free of broadleaf weeds and other invasive species.
    c. Fertilizer shall be applied as necessary.

3. **Irrigation**.
    a. Irrigation shall comply with all City watering restrictions and guidelines, and shall begin no earlier than April 15th and shall end no later than October 15th of every year.
    b. Irrigation systems shall be maintained to operate efficiently, with leaks and malfunctions repaired promptly.
    c. Components and nozzles shall be utilized to keep a uniform distribution of spray per irrigation zone.
    d. Water shall be limited to irrigable areas and shall not cross onto hardscape such as sidewalks and streets.

e. Water-saving devices, including smart timers and rain sensors, shall be utilized to ensure efficient use of water, and to prevent watering during precipitation.

4. **Amenities**.
   a. Amenities shall be maintained in clean, safe, working order. Rust shall be removed annually.
   b. Broken or malfunctioning amenities shall be repaired or replaced promptly.
   c. Proper maintenance schedules as recommended by the manufacturer or industry for each amenity shall be followed.

5. **City Acceptance**: the City shall be responsible for the maintenance of all open space dedicated to and accepted by the City for public ownership and use, or where a permanent public use and City maintenance agreement has been recorded. The City may only accept dedication or easements for open space that meets one or more of the following criteria:
   a. Regional trail corridors that are identified on the City Trails Master Plan and built to City standards, as well as crucial connections between such corridors.
      i. Trail corridors dedicated to the City shall have a minimum width of fifteen feet.
      ii. Public access trail easements through privately owned open space shall include only the area from exterior edge of trail surface to exterior edge of trail surface with adjacent landscaping maintained by the owner of the adjacent property.
   b. Public parks over 5 Equivalent Acres with a minimum average of [125] points of amenities per **partially or fully improved** Equivalent Acre.
   c. Public parks of less than 5 Equivalent Acres only when offering a major public benefit such as trailhead parking or other need identified in the City Parks and Trails Master Plan, and containing a minimum average of [150] points of amenities per **partially or fully improved** Equivalent Acre.

DEVELOPMENT AGREEMENT

A Master Development Agreement has been prepared for this Community Plan and is contained within a separate document.

ORDINANCE NO. 16-15 (8-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP AND LAND USE MAP OF THE GENERAL PLAN FOR CERTAIN REAL PROPERTY TOTALING APPROXIMATELY 688 ACRES LOCATED AT 1200-1900 WEST, BETWEEN PONY EXPRESS PARKWAY AND SR 73; INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP AND LAND USE MAP OF THE GENERAL PLAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Utah Code Chapter 10-9a allows municipalities to amend the General Plan and the number, shape, boundaries, or area of any zoning district after proper notice and public hearings; and

WHEREAS, before the City Council approves any such amendments, the amendments must first be reviewed by the planning commission for its recommendation; and

WHEREAS, on July 2, 2016, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendments to the City's Land Use Map contained in the General Plan as well as the City-wide zoning map and forwarded a positive recommendation with conditions; and

WHEREAS, on August 16, 2016, the City Council held a public hearing after proper notice and publication to consider the proposed amendments; and

WHEREAS, the City Council voted to approve the application during a regular public meeting on August 16, 2016; and

WHEREAS, after due consideration, and after proper publication and notice, and after conducting the requisite public hearing, the City Council has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the Land Use Map of the General Plan and City-wide zoning map be made.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The property described in Exhibit A is hereby changed from Low Density Residential (R-3) to Planned Community (PC) in the City's Zoning Map and Land Use Map of the General Plan. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map of the General Plan accordingly.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of August, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	_____
Michael McOmber	_____
Bud Poduska	_____
Chris Porter	_____
Stephen Willden	_____

EXHIBIT A

ORDINANCE NO. 16-16 (8-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING THE MASTER DEVELOPMENT AGREEMENT FOR THE MT. SARATOGA MASTER PLANNED COMMUNITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 28, 2004, the City of Saratoga Springs ("City") entered into a development agreement, recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County ("original development agreement"), pertaining to the Mt. Saratoga Springs project consisting of the development of single family and multifamily units in the City of Saratoga Springs, Utah;

WHEREAS, Leading Edge Development, LLC and DCP Saratoga LLC (collectively "Developers") are the successors-in-interest to the Mt. Saratoga Springs Project and original development agreement and have filed a complete application for a rezone and general plan amendment, approved concurrently herewith, to change the Property from the current zone and general plan designation to Planned Community and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City's Land Development Code;

WHEREAS, Developers' property consists of approximately 688 acres of property in unincorporated Utah County adjacent or near to the City's northwest boundary west of the Harvest Hills development in Saratoga Springs, Utah (the "Property");

WHEREAS, pursuant to Utah Code § 10-9a-102, the City Council is authorized to enter into development agreements it considers necessary or appropriate for the use and development of land within the municipality;

WHEREAS, the City and Developer desire to enter into an Amended and Restated Master Development Agreement for Mt. Saratoga Project ("Agreement"), attached as Exhibit A, to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property;

WHEREAS, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property;

WHEREAS, on July 2, 2016, after a duly noticed public hearing, the City's Planning Commission forwarded a positive recommendation of the Agreement to the City Council for its consideration;

WHEREAS, on August 16, 2016, the Saratoga Springs City Council held a public hearing to receive public comment with respect to the Agreement; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its legislative discretion, has determined that entering into the Agreement furthers the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The Master Development Agreement for the Mt. Saratoga Master Planned Community, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a

newspaper of general circulation in the City; or

ii. post a complete copy of this ordinance in 3 public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of August, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	_____
Bud Poduska	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____

EXHIBIT A

Amended and Restated Master Development Agreement for Mt. Saratoga Project

City Recommended Version

`WHEN RECORDED, RETURN TO:

CITY OF SARATOGA SPRINGS
Attn: City Manager
1307 N. Commerce Drive
Saratoga Springs, Utah 84045

AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT (this "**Agreement**") is entered into and effective as of _____, 2016, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company ("**Edge**"), and DCP SARATOGA LLC, a Utah limited liability company ("**DCP**", and together with Edge, individually and collectively, the "**Developer**"), and the CITY OF SARATOGA SPRINGS, a municipal corporation and political subdivision of the State of Utah (the "**City**") (individually a "**Party**" and collectively the "**Parties**").

This Agreement amends, replaces, and restates in its entirety that certain Master Development Plan Agreement for Mt. Saratoga Project between the City and Mt. Saratoga, Inc., Developer's predecessor in interest, dated January 28, 2004 and recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County, as amended and modified by that certain Amendment to Master Development Plan Agreement for Mt. Saratoga Spring Project dated September 14, 2004 and recorded June 27, 2007 as Entry No. 93455:2007 (hereafter known as the "**Saratoga Heights Project**") dated June 26, 2007 (collectively, as amended, the "**Original Development Agreement**").

RECITALS:

A. DCP owns approximately 688.05 acres of real property located within the municipal boundaries of the City of Saratoga Springs, Utah County, State of Utah, as more particularly described in Exhibit "A" (the "**Property**") attached hereto and incorporated herein.

B. DCP and Edge have entered into an agreement providing for the development of the Property by DCP and Edge.

C. Developer desires and intends to develop the Property as a master-planned community to be known as Mt. Saratoga (the "**Project**") as generally depicted on a conceptual use map prepared by Developer and contained in the Community Plan (the "**Use Map**").

D. Developer's predecessor in interest and the City previously entered into the Original Development Agreement in connection with the planned development of the Property. Developer and the City desire to amend, replace, and restate the Original Development Agreement in its entirety to reflect the agreement of the Parties with respect to the development of the Property as set forth herein.

E. Developer has filed with the City a complete application for a rezone and general plan amendment to change the Property from the current zone and general plan designation to Planned Community (the "**Planned Community District**") and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City's Land Development Code (collectively, the "**Planned Community Application**"). At the time the Original Development Agreement was entered into, the Planned Community District zoning designation was not available, which zoning designation is intended for larger developments like the Project.

F. In connection with the Planned Community Application, Developer filed with the City a complete application to adopt a Community Plan for the Project as provided in the City's Land Development Code (the "**Community Plan**").

G. On July 28, 2016, the City's Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded the application to the City's City Council for consideration.

H. On _____, the City's City Council approved the Planned Community Application (the "**Planned Community District Approval**"), the Community Plan, the rezoning of the Project in accordance with the Community Plan, and an amendment to the City's General Plan, all subject to approval of this Agreement.

I. The City finds the Planned Community District Approval, the Community Plan, and the Use Map (i) do not conflict with any applicable policy of the City's General Plan; (ii) meet the spirit and intent of the City's Land Development Code; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) provides for the installation of infrastructure improvements that will benefit not only the Project but also the City and properties in the vicinity of the Project, and (v) meet applicable use limitations and other requirements of the Planned Community District.

J. The City finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as

dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit A, the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit B, and in the Report of Action and staff reports collectively attached hereto as Exhibit C. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits A, B and C, and

K. The City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved and (ii) the financial capability to carry out the Project in accordance with this Agreement.

L. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

M. Each of the Parties is willing to enter into this Agreement in order to implement the purposes and conditions of both the Planned Community District Approval, the Community Plan, and the Use Map for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and the City's Land Development Code.

N. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq*. ("**Utah Municipal Land Use, Development, and Management Act**"), and after all required public notice and hearings, the City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) the City's General Plan, and (iii) the City's Land Development Code. As a result of such determination the City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the City's Land Development Code in effect on the date of the Application for the Planned Community District or, if different, by this Agreement or applicable State statute (as provided in the 2013 amended Section 102, *Definitions*, of the Utah "Impact Fee Act", Utah Code Annotated, Chapter 36a), as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"City's Standard Technical Specifications and Drawings"** means the standards and specifications that the City uses for construction of public and private improvements, as amended.

1.2 **"Community Plan"** means the Community Plan for the Project as approved by the City pursuant to Chapter 19.26 of the Land Development Code.

1.3 **"Culinary Water Master Plan"** means the master plan to provide culinary water within the Project as approved by City and as set forth in the Community Plan.

1.4 **"Density"** means the number of Equivalent Residential Units per acre as shown on the Use Map and as authorized under this Agreement.

1.5 **"Density Transfer"** means the ability of Developer to transfer densities as provided in Paragraph 2.4.4 of this Agreement.

1.6 **"Design Guidelines"** means the design standards and guidelines as set forth in the Community Plan.

1.7 **"Developer"** means, individually and collectively, Leading Edge Development, LLC, a Utah limited liability company, and DCP Saratoga LLC, a Utah limited liability company, or their approved replacement developer, assigns and successors in interest, whether in whole or in part.

1.8 **"Development Activity"** as defined in U.C.A. § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.

1.9 **"Development Guidelines"** means collectively: (a) the City's Standard Technical Specifications and Drawings; (b) requirements in the Community Plan and applicable Village Plan(s); and (c) the Land Development Code.

1.10 **"Equivalent Residential Unit"** means (a) a unit of measurement used to measure and evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and (b) is intended to represent the equivalent impact on public infrastructure of one single family residence.

1.11 **"Final Plat"** means a final subdivision plat of property, located within an approved Village Plan, which is approved by the City's Land Use Authority and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **"Flex Residential Use Neighborhoods"** means all Neighborhoods identified on the **Use Map** as Flex Residential, as set forth in the Community Plan.

1.13 **"Hillside Development Standards"** means the standards set forth in the Community Plan.

1.14 **"Land Development Code"** means the City of Saratoga Springs Zoning and Subdivision Ordinances, Title 19, as amended.

1.15 **"Land Use Application"** means any application for development within the Project submitted to the City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **"Master Association"** means the association under the Master Declaration, its successors or assigns.

1.17 **"Master Declaration"** means a declaration of covenants, conditions and restrictions and reservation of easements for the Project, which will be created and recorded against the Property prior to recordation of the first Final Plat (as distinguished from various Phase or Neighborhood Declarations, which will be created and recorded with individual phases and subdivision plats throughout the Project).

1.18 **"Multi-Family Use Neighborhoods"** means all Neighborhoods identified on the Use Map as Multi-Family, in which multi-family uses are allowed.

1.19 **"Neighborhoods"** means all Neighborhoods identified within each Village on the Use Map.

1.20 **"Ordinances"** means the City of Saratoga Springs Municipal Ordinances, including the Land Development Code.

1.21 **"Open Space Master Plan"** means the master plan for Open Space within the Project set forth in the Community Plan.

1.22 **"Open Space Standards"** means the standards set forth in the Community Plan which shall supersede any conflicting Ordinance.

1.23 **"Planning Commission"** means the City of Saratoga Springs Planning Commission.

1.24 **"Planned Community District Approval"** means the City's approval of the Use Map and zone change request for the Project on **_____**.

1.25 **"Project"** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and the City's Ordinances as generally depicted on the Use Map.

1.26 **"Project Improvements"** as defined in U.C.A. § 11-36a-102(14) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience of the occupants or users of development resulting from a Development Activity; and (iii) not typically identified or reimbursed as a System Improvement.

1.27 **"Proportionate Share"** as defined in U.C.A. § 11-36a-102(15) as amended means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **"Public Facilities"** means as defined in U.C.A. § 11-36a-102(16) as amended.

1.29 **"Use Map"** means the conceptual use map submitted to the Planning Commission and City Council as part of the Community Plan.

1.30 **"Sanitary Sewer Master Plan"** means the master plan to provide sanitary sewer within the Project set forth in the Community Plan.

1.31 **"Secondary Water Master Plan"** means the master plan to provide secondary water within the Project set forth in the Community Plan.

1.32 **"Single-Family Uses"** means all Neighborhoods identified on the Use Map as Single-Family, in which single-family uses are allowed.

1.33 **"Storm Drainage Master Plan"** means the master plan to provide storm drainage within the Project set forth in the Community Plan.

1.34 **"Street Cross Sections Master Plan"** means the master plan for street cross sections within the Project set forth in the Community Plan.

1.35 **"System Improvements"** as defined in U.C.A. § 11-36a-102(21) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under U.C.A. § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide services to service areas within the community at large.

1.36 **"Transportation Network Plan"** means the master plan for transportation within the Project set forth in the Community Plan.

1.37 **"Village"** means a separately developed portion of the Project for which a Village Plan and one (1) or more corresponding subdivision applications are filed with the City and thereafter approved by the City.

1.38 **"Village Plan"** means a development plan submitted for a Village as provided in the City's Land Development Code.

SECTION II. PLANNED COMMUNITY DISTRICT ZONE

2.1 **Designation as a Planned Community District**. In compliance with the requirements of Utah Code Ann. § 10-9a-501 *et seq*., applicable provisions of the City's Land Development Code, and following a public hearing with the Planning Commission on July 28, 2016, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the Planned Community District, the Community Plan, and the Use Map. The City hereby approves the findings contained in the staff report and Report of Action attached hereto as Exhibit C. The City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Use Map and Design Guidelines are consistent with the City's Land Development Code and General Plan. Developer acknowledges that development of the

Project is subject to all normally-applicable City processes as set forth in Paragraph 2.2 and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration (and various Phase or Neighborhood Declarations, which will be created and recorded with each Village throughout the Project);

2.1.3 The City's Standard Technical Specifications and Drawings;

2.1.4 The Culinary Water Master Plan;

2.1.5 The Open Space Master Plan;

2.1.6 The Open Space Standards;

2.1.7 The Sanitary Sewer Master Plan;

2.1.8 The Secondary Water Master Plan;

2.1.9 The Street Cross Sections Master Plan;

2.1.10 The Transportation Network Plan;

2.1.11 The Hillside Development Standards; and

2.1.12 The Storm Drainage Master Plan.

2.2 **Applicable Laws and Regulations**. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with the City's Ordinances, regulations, requirements, and procedures established by and for the City.

2.2.1 **Planned Community Approval**. Except as specified in Section 3.1.4, the Planned Community District and the Use Map shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by the City that prohibits or regulates the total number of Equivalent Residential Units, land uses, and site improvements shown on the Use Map.

2.2.2 **Local Roads**. The City acknowledges and agrees it has approved the cross section design of local roads in the Project as shown in the Community Plan. Except as otherwise provided in the Community Plan and in this Agreement, such roads shall be constructed according to the City's Standard Technical Specifications and Drawings Manual.

2.2.3 **Land Use Applications**. Except as otherwise provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of the City's Land Development Code in effect when a complete application is submitted, or to the extent approved with each Village and/or subdivision plat submittal.

2.2.4 **Building Permits**. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances and fees relating to the construction of any structure in effect when such person or entity files with the City a complete application for such building permit.

2.3 **Design Guidelines**. Developer shall establish Design Guidelines for each Village. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed the City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, the City, prior to issuing any building permit for property within the Project, may, but shall not be obligated to, request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 **Zoning**. The zoning for the Project is the Planned Community District and shall be shown on the City's zoning map. The following development standards shall apply to the Project:

2.4.1 **Development Area**. The entire area of the Project shall be contained within the land described on Exhibit "A". Notwithstanding this Paragraph 2.4.1, the Parties acknowledge that the owners of other land adjacent to or surrounded by the Property may request to be included in the Project at a later date if approved by Developer. Such requests shall be made pursuant to the City's then applicable Ordinances and considered in the City's usual course of such business. Any change in the maximum development area of the Project shall be accomplished only pursuant to the City's then-applicable Ordinances and an amendment to this Agreement as provided in Paragraph 6.28 herein.

2.4.2 **Equivalent Residential Units/Residential Density**. The total number of Equivalent Residential Units permitted within the Project shall not exceed two-thousand five hundred fifty-three (2,553) residential units, in addition to commercial uses. The average number of Equivalent Residential Units or residential units per acre for the entire Project in the aggregate shall not exceed the number in the Community Plan; provided, however, that such number may be higher with respect to any individual Village. As shown on the Use Map, the Equivalent Residential Units are dispersed throughout the Project at varying densities, which may be modified pursuant to the Density Transfer provision set forth in Paragraph 2.4.4 of this Agreement. The final design for each Village is not yet completed and the Parties acknowledge that the density designed within each Village will be determined upon review and approval of a Village Plan for each such Village. In the event the ERUs or residential units are not utilized by Developer during the term of this Agreement due to Developer's own volition, inability to provide adequate infrastructure, lack of market demand, or any other reason other than breach of this Agreement by City, the remaining unused ERUs shall expire and the property shall revert to the R-3 or equivalent zoning.

2.4.3 **Phasing**. The City acknowledges that Developer intends to submit Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Villages as generally shown on the Use Map. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as

reasonably determined by the City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress. Except as specifically provided in this Agreement or the Land Development Code, such extensions shall be at the sole expense of Developer.

2.4.4 **Equivalent Residential Unit Transfers**. Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability, in accordance with the guiding transfer provisions in the Community Plan.

2.4.5 **Development Applications**. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by the City's Land Development Code, or any other City Ordinance, include a statement of (a) the total number of Equivalent Residential Units allowed in the Project under this Agreement; (b) the cumulative total number of Equivalent Residential Units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of Equivalent Residential Units and densities for which a permit is sought under the particular Village application; and (d) the balance of Equivalent Residential Units remaining allowable to the Project.

2.5 **Recordation of First Final Plat**. Developer shall record the approved Final Plat for the first Village in accordance with the City's Land Development Code.

SECTION III. GENERAL RIGHTS AND RESPONSIBILITIES

3.1 **General Rights and Responsibilities of Developer**.

3.1.1 **Development Fees**. With respect to the development of the Project, Developer accepts and agrees to comply with the application, plan examination, building and similar fees (excluding impact fees, which are addressed separately by this Agreement) of the City in effect at the time a person or entity files with the City a complete application for a subdivision or a building permit, and the City agrees and represents that any such fee schedule will be applied uniformly within the City or any service area of the City, as applicable. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within the City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in this Agreement.

3.1.2 **Reliance**. The City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and the City's faithful performance of the City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that the City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of the City hereunder.

3.1.3 **Vested Rights Granted by Approval of the Planned Community District and Project**. To the fullest extent permissible under the law, Developer shall have the full benefit of any rights granted and vested under the Original Development Agreement except as modified herein, and this Agreement grants and vests in Developer all rights, consistent with the Planned Community District Approval, the Use Map, and the City's Land Development Code, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement and as set forth in the Community Plan are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement, the Planned Community District Approval and the Community Plan provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement as provided in Paragraph 5.2, below.

3.1.4 **Statement Regarding "Compelling, Countervailing Public Interests"**. The City and Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah. The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Developer's rights under this Agreement or the Use Map would be justified by a "compelling, countervailing public interest." In accordance with Utah law, the City shall notify Developer if any such facts come to the City's attention after the execution of this Agreement, and shall take all required steps to maintain Developer's vested rights as set forth in this Agreement or the Use Map.

3.1.5 **Dedication of Infrastructure Improvements**. Unless otherwise specifically provided herein, Developer shall dedicate free and clear of liens, taxes (including rollback taxes), and encumbrances, subject to the cost sharing, reimbursement, and impact fee credit obligations of the City as set forth in Paragraphs 3.2.1 and 3.2.2, below, any System Improvements in the Project to the City when such improvements are accepted by the City.

3.1.6 **Developer's Employees and Agents**. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement.

3.2 **General Rights and Responsibilities of the City**.

3.2.1 **Project and System Improvements — Cost Sharing**. Except as otherwise provided herein, Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. With respect to any System Improvements or Public Facilities that reduce the need for System Improvements, the City shall participate in the cost of constructing such improvements or facilities by (i) making an upfront payment to Developer; (ii) providing impact fee credits or refunds; or (iii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

3.2.2 **Impact Fee Credits; Reimbursement; and Pioneering Agreements**.

(a) **General**. If, prior to the date an impact fee would be payable as provided under the City's Ordinances (whether through the operation of an existing

Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer constructs System Improvements or Public Facilities that reduce the need for System Improvements for which an impact fee is normally collected (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer's cost of constructing such System Improvements or Public Facilities that reduce the need for System Improvements shall be credited against the impact fees otherwise due. Developer shall also be given an impact fee credit for land dedicated to and accepted by the City for System Improvements or Public Facilities that reduce the need for System Improvements. In each instance, Developer shall submit to the City invoices, or other reasonably acceptable documentation, as determined by the City, demonstrating the reasonable and verified costs incurred for such System Improvements or, in the case of land, appraisals indicating the fair market value of the dedicated land. The amount of the credit shall be equal to the lesser of (i) the total amount of impact fees otherwise required, or (ii) the reasonable and verified costs of the System Improvements or Public Facilities that reduce the need for System Improvements paid by Developer and the fair market value of land at the time of dedication. As soon as practical after the recordation of each Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its impact fee facilities plans and corresponding impact fee studies in order to make such System Improvements (or Public Facilities that reduce the need for System Improvements) costs eligible for credit against assessed impact fees taking into account any impact fee credits due to the owners or developers of any property outside of the Project, including, without limitation, those impact fee credits and waivers set forth in this Section 3.2.2; provided, however that the City updating its impact fee credit facilities plans and corresponding impact fee studies shall not be a condition precedent to Developer's entitlement to receive impact fee credits for any System Improvements or Public Facilities that reduce the need of System Improvements constructed by Developer.

(b) **Culinary and Secondary Water**. Subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds City to collect at least $2,000 in impact fees towards purchase of the Lake Mountain Mutual Water Company water system to which Developer will be connecting to, Developer shall receive an impact fee credit for the following:

(i) any System Improvements or Public Facilities constructed by Developer for culinary and secondary water that reduce the need for System Improvements; and

(ii) any cost sharing agreed to by the City in connection with the Project relating to culinary or secondary water System Improvements or Public Facilities that reduce the need for System Improvements.

In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(c) **Sanitary Sewer**. In connection with any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for sanitary sewer, Developer shall receive an impact fee credit in the amount of the Upsizing Costs related to such System Improvements (and/or Public Facilities when such is applicable). In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(d) **Roads and Intersections**. Developer shall receive an impact fee credit for

any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.

(e) **Storm Water**. Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for storm water.

(f) **Open Space**. In consideration of Developer constructing the Community Park (as defined in Section 4.7.1) in accordance with the Open Space Standards, the Parties agree that Developer will not be subject to any impact fees in connection with the construction of the Community Park or any other open space areas or improvements.

(g) **Existing Talus Ridge Credits**. In addition to the foregoing, Developer shall be entitled to receive and utilize any unused impact fee credits under that certain Talus Ridge Reimbursement Agreement and Release of All Claims, dated June 9, 2015, between Wasatch Land Company, a Utah corporation, and the City ("**Talus Ridge Agreement**"). The Parties acknowledge that the developer under the Talus Ridge Agreement is an affiliate of Developer and was unable to utilize all of the credits under the Talus Ridge Agreement. The City and Developer hereby agree that Developer is entitled to the benefit of such unused credits.

(h) **Application**. In applying the foregoing provisions, any impact fee which is payable shall be charged as provided under the City's Ordinances and any impact fee credit shall be used to offset the amount of the impact fee due.

3.2.3 **Compliance with the City Requirements and Standards**. Except as otherwise provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer acknowledges it shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.4 **Request to Exercise Eminent Domain**. In the event of a written request by Developer, the City may, in its sole and absolute discretion, exercise its power of eminent domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse the City for all reasonable expenses incurred in taking the requested

action, including reasonable attorney's fees (or the reasonable value of what would have been charged for such legal services by a private law firm or private attorney, if the City Attorney provides such services to obtain the such property rights) and costs.

3.2.5 **Project a Part of the City**. The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 **Culinary Water**.

4.1.1 **Developer's Obligations**.

4.1.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet culinary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that any water rights obtained from the Central Utah Water Project ("CWP Water") is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.1.1.2 **Water System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite culinary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Culinary Water Master Plan. The facilities required to provide culinary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. All facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The Parties agree that the water impact fee credits for culinary water for an Equivalent Residential Unit shall be based upon the Utah Impact Fees Act.

4.1.1.3 **Easements**. As part of the preparation of a water storage and delivery system for the culinary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for

the Parties to introduce into, store in, and remove water from such ponds, streams, well sites and connections onto existing City water lines and the like.

4.1.2 **The City's Obligations**. Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of the City.

4.2 **Secondary Water**.

4.2.1 **Developer's Obligations**.

4.2.1.1 **Dedication of Water**. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that all CWP Water is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.2.1.2 **Water System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite secondary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Secondary Water Master Plan. The facilities required to provide secondary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that culinary water System Improvements can provide secondary water for at least the number of Equivalent Residential Units within Village 1 and that development within Village 1 or a combination of Villages, will be allowed up to the number of Equivalent Residential Units within Village 1. All facilities necessary to provide a secondary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City in accordance with the City's Standard Technical Specifications and Drawings. The Parties agree that the water impact fee credits for secondary water for an Equivalent Residential Unit shall be based upon the requirements of the Utah Impact Fees Act.

4.2.1.3 **Easements**. As part of the preparation of a water storage and delivery system for the secondary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for

the Parties to introduce into, store in, and remove water from such ponds, streams, well sites, connections onto existing City water lines and the like.

4.2.2 **The City's Obligations**. Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with secondary water service at a level generally provided to other areas of the City.

4.3 **Sanitary Sewer Service and Facilities**.

4.3.1 **Developer's Obligations**.

4.3.1.1 **Sanitary Sewer System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build sewer and waste water collection systems of sufficient size to serve the Project, in accordance with the Sanitary Sewer Master Plan. The system required to provide sewer and waste water collection services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the sewer and waste water collection System Improvements constructed or provided by Developer, other than any impact fee relating to treatment of waste water. The sewer and waste water collection systems installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

4.3.1.2 **Easements**. As part of the preparation of the sanitary sewer system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into and connect into existing City sewer lines and the like.

4.3.2 **The City's Obligations**. The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.4 **Storm Water**.

4.4.1 **Developer's Obligations**. The Project is located within the service boundaries of the City. Developer shall design, fund, and construct storm water collection systems to service the Project in compliance with the Storm Drainage Master Plan. The system required to provide storm drainage services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the storm drainage System Improvements constructed or provided by Developer, except impact fees related to downstream improvements previously installed to which storm drainage System Improvements provided by Developer are connected.

4.4.2 **The City's Obligations**. The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the storm water collection systems.

4.4.2.1 **Dedication**. The City shall accept the dedication of and thereafter maintain all storm water collection and conveyance facilities or improvements in the Project, including but not limited to all within public roadways, so long as such roads are constructed in accordance with Paragraph 4.4.1 and are dedicated free and clear of liens and encumbrances.

4.5 **Transportation, Traffic Mitigation, and Landscaping**.

4.5.1 **Developer's Obligations**. Developer agrees to provide the following transportation and traffic mitigation measures:

4.5.1.1 **Roads and Intersection Improvements**. The Village Plan for each Village shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to the City. Said improvements shall include all interior public roads. Road and intersection improvements may be located differently than shown on the Use Map and Transportation Network Plan so long as any such road connects to an existing or planned road which intersects with or abuts the exterior boundary of the Project shown on the Use Map. Road and intersection improvements shall be constructed according to the City's Standard Technical Specifications and Drawings, except as otherwise set forth in this Agreement and in the Community Plan, in phases according to a schedule determined by Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Village. Road cross sections shall be reviewed on a case by case basis, but shall generally only be required to be improved to half-width—as defined in the City's Standard Technical Specifications and Drawings—when the opposite side of the road in question remains undeveloped. Subject to reimbursement by the City of its Proportionate Share of System Improvements, Developer shall dedicate such improvements to the City free and clear of liens and encumbrances upon completion and acceptance by the City.

4.5.1.2 **Certain Roads Retained**. Interior, local roads providing internal access to Multi-Family Uses shall not be dedicated to the City but shall be retained and maintained by Developer.

4.5.1.3 **Landscaping**. Upon the City's approval of each Village, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Community Plan and Village Plan for such Village and consistent with City landscaping standards. The timing and/or sequencing of the installation of such landscaping improvements shall be as set forth in the Village Plan, so long as all landscaping in a Village is completed in conjunction with such phase.

4.5.2 **The City's Obligations**.

4.5.2.1 **Road Design**. The City accepts the local and private road design, as contained and provided in the Community Plan, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project regardless of any future hillside development ordinance that may be adopted by the City, with the exception that certain

road designs have been modified from the Development Guidelines and said modifications are as shown in the Community Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Standard Technical Specifications and Drawings. All roads in the Project shall conform to the City's Standard Technical Specifications and Drawings except as otherwise specified in the Community Plan.

4.5.2.2 **Dedication**. Except as set forth in Paragraph 4.5.1.2, the City shall accept the dedication of and thereafter maintain all arterial, parkway, collector and public local roads in the Project so long as such roads are constructed in accordance with Paragraph 4.5.2.1 and are dedicated free and clear of liens and encumbrances, and meet the requirements for public streets identified in the Community Plan and the City's Standard Technical Specifications and Drawings.

4.6 **Police and Fire Protection**.

4.6.1 The City shall provide to all residential and nonresidential areas in the Project, police and fire services.

4.6.2 Developer shall install fire hydrants within the Project in conformance with the City's Standard Technical Specifications and Drawings.

4.7 **Park, Trail and Open Space Areas**.

4.7.1 **Developer's Obligations**. As required in section 19.26.06 of the Saratoga City Code, 30% of the Project will be comprised of open space. As shown in the Community Plan the open space will consist of major walking/ biking trails, public and private parks, private open space, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park and related trail systems as shown in the Community Plan (collectively, the "**Community Park**"). All open space improvements, including, without limitation, the Community Park, shall be constructed by Developer in accordance with the City's Standard Technical Specifications and Drawings and Title 19 of the City Code. In accordance with Sections 4.1 and 4.2 of this Agreement, Developer shall be responsible for the dedication or purchase of culinary and secondary water and the installation of water facilities necessary to service the open space, parks, and trails required to be improved by Developer.

4.7.2 **The City's Obligations**.

4.7.2.1 **Dedication**. The City shall accept the dedication of open space areas identified in the Community Plan as being dedicated to the City, so long as such open space areas are in compliance with Paragraph 4.7.1 and are dedicated free and clear of liens, taxes (including any rollback taxes), and encumbrances.

4.7.2.2 **Maintenance by the City**. Upon dedication and acceptance by the City of any open space area intended to be dedicated to the City, the City shall maintain each such area and any improvements thereon at a level of service consistent with City's policies and practices for maintenance of parks, trails, and open space.

4.8 **Maintenance of Certain Areas by Owners Association**. Developer shall create a homeowners associations for the Project, which shall have the responsibility to maintain those open space areas identified in the Community Plan as not being dedicated to the City. In the event such areas are not maintained in a manner consistent with the approved plan, the City may at its option cause such maintenance to be performed and assess the cost to the affected property owners' association, master association, or other governing body.

SECTION V. GENERAL PROVISIONS

5.1 **Binding Effect**. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest.

5.2 **Change in Developer**. Developer acknowledges that its qualifications and identity are of particular concern to the City, and that it is because of such qualifications and identity that the City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that during the term of this Agreement, Developer shall not convey, assign, or dispose of ("**Transfer**") the Project or any portion thereof to another developer except as provided in this Paragraph 5.2. In the event of a Transfer of the Project, or any portion thereof, Developer and the transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer an agreement satisfactory to the City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by the City. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, the Parties acknowledge and agree that each entity constituting Developer shall, acting alone, be entitled (a) to enforce all the rights and to perform all the obligations of Developer hereunder and (b) to enforce such rights and perform such obligations with respect to any Village through a subsidiary entity so long as such entity is wholly owned, directly or indirectly, by either or both of the entities constituting Developer.

5.3 **No Agency, Joint Venture or Partnership**. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the City and Developer.

5.4 **Consent**. In the event this Agreement provides for consent from the City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 **Process for Modifying the Community Plan**.

5.5.1 **Intent**. The City acknowledges that the Community Plan and Use Map are a generalized depiction of the proposed development of the Project with specific land uses

permitted as shown on the Use Map. The Parties agree that that Developer may amend the Community Plan and Use Map as set forth in 19.26

5.5.2 **Minor Amendments**. The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director. Minor amendments include (i) any amendment deemed a minor amendment under Chapter 19.26 of the Land Development Code, and (ii) simple modifications to text or exhibits such as:

5.5.2.1 minor changes in the conceptual location of streets, public improvements, or infrastructure;

5.5.2.2 minor changes in the configuration or size of parcels;

5.5.2.3 transfers of density as described within the Community Plan;

5.5.2.4 minor modification of land use boundaries; and

5.5.2.5 interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

In the event of a conflict between this Section 5.5.2 and Chapter 19.26 of the Land Development Code, the least restrictive provision shall apply.

5.5.3 **Major Amendments**. If an amendment is deemed major by the Planning Director in accordance with Chapter 19.26 of the Land Development Code, it will be processed as outlined in the Land Development Code. A minor modification in Section 5.5.2 shall not qualify as a major amendment.

5.6 **No Obligation to Undertake Development**. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Use Map and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Use Map.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits**. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 **Other Miscellaneous Terms**. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

6.4 **Construction**. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents and Acts**. Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such Party or entity adequately and reasonably maintains and operates such facility or improvement.

6.7 **Recording**. No later than ten (10) days after this Agreement has been executed by the City and Developer, it shall be recorded in its entirety, together with all exhibits cited in Paragraph 6.11, at Developer's expense, in the Official Records of Utah County, Utah.

6.8 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9 **Notices**. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by electronic mail or facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Developer:	Leading Edge Development, LLC Attn: Curtis Leavitt and Steve Maddox 482 West 800 North, Suite 203 Orem, Utah 8405
With a copy to:	DCP Saratoga LLC _____ _____ _____
With a copy to:	Jones Waldo 170 South Main, Suite 1500 Salt Lake City, Utah 84101 Attn: Keven Rowe
If to the City:	City of Saratoga Springs Attn: City Manager 1307 N. Commerce Drive Saratoga Springs, Utah 84045
With a copy to:	City of Saratoga Springs Attn: City Attorney 1307 N. Commerce Drive Saratoga Springs, Utah 84045

6.10 **No Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.11 **Counterparts; Exhibits; Entire Agreement**. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original. This Agreement, together with all the exhibits identified below, constitute the entire understanding and agreement of the Parties to this Agreement.

Exhibit A Planning Commission report, minutes, report of action

Exhibit B City Council report, minutes, report of action

Exhibit C Report of Action and staff reports

Exhibit D Community Plan

6.12 **Duration**. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. So long as Developer is using commercially reasonable efforts to complete the development of the Project and is not in breach of any material term herein that has not been cured within a reasonable time after receipt of written notice of such breach by City, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. Upon the termination or expiration of this Agreement,

the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.13 **No Further Exactions**. Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.14 **Good-Standing; Authority**. The Parties warrant and represent as follows:

6.14.1 **Developer**. Developer hereby represents and warrants to the City: (a) Developer is a registered business entity in good standing with the State of Utah; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.14.2 **The City**. The City hereby represents and warrants to Developer that: (a) the City is a Utah municipal corporation; (b) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq*.), and the City's Land Development Codes to enter into and be bound by this Agreement; (c) the individual executing this Agreement on behalf of the City is duly authorized and empowered to bind the City; and (d) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

6.15 **Failure to Execute**. The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Use Map shall be modified to remove that parcel and the applicable density and infrastructure.

6.16 **Concurrency**. The City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, the City shall not be obligated to approve a Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.17 **Indemnification**. Developer and the City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer or the City, as the case may be, or their respective officers, agents, employees or consultants.

6.18 **Default**. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default ("**Default**") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure

Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

6.18.1 **Termination**. If the City elects to consider terminating this Agreement due to an uncured Default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

6.18.2 **No Monetary Damages Relief or Personal Liability Against the City**. The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer or personal liability for any of its officers, officials, or employees for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In addition, no personal liability may attach to or be asserted against any City officer, official, or employee.

6.19 **Waiver**. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.20 **Enforcement**. The Parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

6.21 **Severability; Invalidity**. If the City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed.

Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.22 **Force Majeure**. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify the City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.23 **Nondiscrimination**. Neither the City nor Developer nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.24 **No Waiver of Governmental Immunity**. Nothing in this Agreement is intended to, or shall be deemed, a waiver of the City's governmental immunity.

6.25 **Institution of Legal Action**. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.26 **Names and Plans**. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.27 **Amendment of Agreement**. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by the City, acting by and through its City Council by duly authorized persons.

CITY:

Attest:

City of Saratoga Springs,
a Utah Municipality

_____
_____, City Recorder

By: _____
Jim Miller, Mayor

DEVELOPER:

LEADING EDGE DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DCP SARATOGA LLC, a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by Jim Miller, as Mayor, and _____, as Recorder of the City of Saratoga Springs.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of Leading Edge Development, LLC, a Utah limited liability company.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of DCP Saratoga LLC, a Utah limited liability company.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

EXHIBIT A
Planning Commission report, minutes, report of action

EXHIBIT B

City Council report, minutes, report of action

EXHIBIT B

EXHIBIT C

Report of Action and staff reports

EXHIBIT D
Community Plan

On file with the City Recorder's Office

Developer Recommended Version

~~**City Staff Recommended Version**~~

`WHEN RECORDED, RETURN TO:

CITY OF SARATOGA SPRINGS
Attn: City Manager
1307 N. Commerce Drive
Saratoga Springs, Utah 84045

AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT (this "**Agreement**") is entered into and effective as of _____, 2016, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company ("**Edge**"), and DCP SARATOGA LLC, a Utah limited liability company ("**DCP**", and together with Edge, individually and collectively, the "**Developer**"), and the CITY OF SARATOGA SPRINGS, a municipal corporation and political subdivision of the State of Utah (the "**City**") (individually a "**Party**" and collectively the "**Parties**").

This Agreement amends, replaces, and restates in its entirety that certain Master Development Plan Agreement for Mt. Saratoga Project between the City and Mt. Saratoga, Inc., Developer's predecessor in interest, dated January 28, 2004 and recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County, as amended and modified by that certain Amendment to Master Development Plan Agreement for Mt. Saratoga Spring Project dated September 14, 2004 and recorded June 27, 2007 as Entry No. 93455:2007 (hereafter known as the "**Saratoga Heights Project**") dated June 26, 2007 (collectively, as amended, the "**Original Development Agreement**").

RECITALS:

A. DCP owns approximately 688.05 acres of real property located within the municipal boundaries of the City of Saratoga Springs, Utah County, State of Utah, as more particularly described in Exhibit "A" (the "**Property**") attached hereto and incorporated herein.

B. DCP and Edge have entered into an agreement providing for the development of the Property by DCP and Edge.

C. Developer desires and intends to develop the Property as a master-planned community to be known as Mt. Saratoga (the "**Project**") as generally depicted on a conceptual use map prepared by Developer and contained in the Community Plan (the "**Use Map**").

D. Developer's predecessor in interest and the City previously entered into the Original Development Agreement in connection with the planned development of the Property. Developer and the City desire to amend, replace, and restate the Original Development Agreement in its entirety to reflect the agreement of the Parties with respect to the development of the Property as set forth herein.

E. Developer has filed with the City a complete application for a rezone and general plan amendment to change the Property from the current zone and general plan designation to Planned Community (the "**Planned Community District**") and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City's Land Development Code (collectively, the "**Planned Community Application**"). At the time the Original Development Agreement was entered into, the Planned Community District zoning designation was not available, which zoning designation is intended for larger developments like the Project.

F. In connection with the Planned Community Application, Developer filed with the City a complete application to adopt a Community Plan for the Project as provided in the City's Land Development Code (the "**Community Plan**").

G. On July 28, 2016, the City's Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded the application to the City's City Council for consideration.

H. On _____, the City's City Council approved the Planned Community Application (the "**Planned Community District Approval**"), the Community Plan, the rezoning of the Project in accordance with the Community Plan, and an amendment to the City's General Plan, all subject to approval of this Agreement.

I. The City finds the Planned Community District Approval, the Community Plan, and the Use Map (i) do not conflict with any applicable policy of the City's General Plan; (ii) meet the spirit and intent of the City's Land Development Code; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) provides for the installation of infrastructure improvements that will benefit not only the Project but also the City and properties in the vicinity of the Project, and (v) meet applicable use limitations and other requirements of the Planned Community District.

J. The City finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as

dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit A, the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit B, and in the Report of Action and staff reports collectively attached hereto as Exhibit C. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits A, B and C, and

K. The City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved and (ii) the financial capability to carry out the Project in accordance with this Agreement.

L. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

M. Each of the Parties is willing to enter into this Agreement in order to implement the purposes and conditions of both the Planned Community District Approval, the Community Plan, and the Use Map for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and the City's Land Development Code.

N. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq*. ("**Utah Municipal Land Use, Development, and Management Act**"), and after all required public notice and hearings, the City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) the City's General Plan, and (iii) the City's Land Development Code. As a result of such determination the City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the City's Land Development Code in effect on the date of the Application for the Planned Community District or, if different, by this Agreement or applicable State statute (as provided in the 2013 amended Section 102, *Definitions*, of the Utah "Impact Fee Act", Utah Code Annotated, Chapter 36a), as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"City's Standard Technical Specifications and Drawings"** means the standards and specifications that the City uses for construction of public and private improvements~~, as amended~~.

1.2 **"Community Plan"** means the Community Plan for the Project as approved by the City pursuant to Chapter 19.26 of the Land Development Code.

1.3 **"Culinary Water Master Plan"** means the master plan to provide culinary water within the Project as approved by City and as set forth in the Community Plan.

1.4 **"Density"** means the number of Equivalent Residential Units per acre as shown on the Use Map and as authorized under this Agreement.

1.5 **"Density Transfer"** means the ability of Developer to transfer densities as provided in Paragraph 2.4.4 of this Agreement.

1.6 **"Design Guidelines"** means the design standards and guidelines as set forth in the Community Plan.

1.7 **"Developer"** means, individually and collectively, Leading Edge Development, LLC, a Utah limited liability company, and DCP Saratoga LLC, a Utah limited liability company, or their approved replacement developer, assigns and successors in interest, whether in whole or in part.

1.8 **"Development Activity"** as defined in U.C.A. § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.

1.9 **"Development Guidelines"** means collectively: (a) the City's Standard Technical Specifications and Drawings; (b) requirements in the Community Plan and applicable Village Plan(s); and (c) the Land Development Code.

1.10 **"Equivalent Residential Unit"** means (a) a unit of measurement used to measure and evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and (b) is intended to represent the equivalent impact on public infrastructure of one single family residence.

1.11 **"Final Plat"** means a final subdivision plat of property, located within an approved Village Plan, which is approved by the City's Land Use Authority and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **"Flex Residential Use Neighborhoods"** means all Neighborhoods identified on the Use Map as Flex Residential, as set forth in the Community Plan.

1.13 **"Hillside Development Standards"** means the standards set forth in the Community Plan.

1.14 **"Land Development Code"** means the City of Saratoga Springs Zoning and Subdivision Ordinances, Title 19, as amended.

1.15 **"Land Use Application"** means any application for development within the Project submitted to the City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **"Master Association"** means the association under the Master Declaration, its successors or assigns.

1.17 **"Master Declaration"** means a declaration of covenants, conditions and restrictions and reservation of easements for the Project, which will be created and recorded against the Property prior to recordation of the first Final Plat (as distinguished from various Phase or Neighborhood Declarations, which will be created and recorded with individual phases and subdivision plats throughout the Project).

1.18 **"Multi-Family Use Neighborhoods"** means all Neighborhoods identified on the Use Map as Multi-Family, in which multi-family uses are allowed.

1.19 **"Neighborhoods"** means all Neighborhoods identified within each Village on the Use Map.

1.20 **"Ordinances"** means the City of Saratoga Springs Municipal Ordinances, including the Land Development Code.

1.21 **"Open Space Master Plan"** means the master plan for Open Space within the Project set forth in the Community Plan.

1.22 **"Open Space Standards"** means the standards set forth in the Community Plan which shall supersede any conflicting Ordinance.

1.23 **"Planning Commission"** means the City of Saratoga Springs Planning Commission.

1.24 **"Planned Community District Approval"** means the City's approval of the Use Map and zone change request for the Project on **_____**.

1.25 **"Project"** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and the City's Ordinances as generally depicted on the Use Map.

1.26 **"Project Improvements"** as defined in U.C.A. § 11-36a-102(14) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience of the occupants or users of development resulting from a Development Activity; and (iii) not typically identified or reimbursed as a System Improvement.

1.27 **"Proportionate Share"** as defined in U.C.A. § 11-36a-102(15) as amended means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **"Public Facilities"** means as defined in U.C.A. § 11-36a-102(16) as amended.

1.29 **"Use Map"** means the conceptual use map submitted to the Planning Commission and City Council as part of the Community Plan.

1.30 **"Sanitary Sewer Master Plan"** means the master plan to provide sanitary sewer within the Project set forth in the Community Plan.

1.31 **"Secondary Water Master Plan"** means the master plan to provide secondary water within the Project set forth in the Community Plan.

1.32 **"Single-Family Uses"** means all Neighborhoods identified on the Use Map as Single-Family, in which single-family uses are allowed.

1.33 **"Storm Drainage Master Plan"** means the master plan to provide storm drainage within the Project set forth in the Community Plan.

1.34 **"Street Cross Sections Master Plan"** means the master plan for street cross sections within the Project set forth in the Community Plan.

1.35 **"System Improvements"** as defined in U.C.A. § 11-36a-102(21) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under U.C.A. § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide services to service areas within the community at large.

1.36 **"Transportation Network Plan"** means the master plan for transportation within the Project set forth in the Community Plan.

1.37 **"Village"** means a separately developed portion of the Project for which a Village Plan and one (1) or more corresponding subdivision applications are filed with the City and thereafter approved by the City.

1.38 **"Village Plan"** means a development plan submitted for a Village as provided in the City's Land Development Code.

SECTION II. PLANNED COMMUNITY DISTRICT ZONE

2.1 **Designation as a Planned Community District**. In compliance with the requirements of Utah Code Ann. § 10-9a-501 *et seq*., applicable provisions of the City's Land Development Code, and following a public hearing with the Planning Commission on July 28, 2016, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the Planned Community District, the Community Plan, and the Use Map. The City hereby approves the findings contained in the staff report and Report of Action attached hereto as Exhibit C. The City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Use Map and Design Guidelines are consistent with the City's Land Development Code and General Plan. Developer acknowledges that development of the

Project is subject to all normally-applicable City processes as set forth in Paragraph 2.2 and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration (and various Phase or Neighborhood Declarations, which will be created and recorded with each Village throughout the Project);

2.1.3 The City's Standard Technical Specifications and Drawings;

2.1.4 The Culinary Water Master Plan;

2.1.5 The Open Space Master Plan;

2.1.6 The Open Space Standards;

2.1.7 The Sanitary Sewer Master Plan;

2.1.8 The Secondary Water Master Plan;

2.1.9 The Street Cross Sections Master Plan;

2.1.10 The Transportation Network Plan;

2.1.11 The Hillside Development Standards; and

2.1.12 The Storm Drainage Master Plan.

2.2 **Applicable Laws and Regulations**. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with the City's Ordinances, regulations, requirements, and procedures established by and for the City.

2.2.1 **Planned Community Approval**. Except as specified in Section 3.1.4, the Planned Community District and the Use Map shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by the City that prohibits or regulates the total number of Equivalent Residential Units, land uses, and site improvements shown on the Use Map.

2.2.2 **Local Roads**. The City acknowledges and agrees it has approved the cross section design of local roads in the Project as shown in the Community Plan. Except as otherwise provided in the Community Plan and in this Agreement, such roads shall be constructed according to the City's Standard Technical Specifications and Drawings Manual.

2.2.3 **Land Use Applications**. Except as otherwise provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of the City's Land Development Code in effect when a complete application is submitted, or to the extent approved with each Village and/or subdivision plat submittal.

2.2.4 **Building Permits**. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances and fees relating to the construction of any structure in effect when such person or entity files with the City a complete application for such building permit.

2.3 **Design Guidelines**. Developer shall establish Design Guidelines for each Village. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed the City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, the City, prior to issuing any building permit for property within the Project, may, but shall not be obligated to, request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 **Zoning**. The zoning for the Project is the Planned Community District and shall be shown on the City's zoning map. The following development standards shall apply to the Project:

2.4.1 **Development Area**. The entire area of the Project shall be contained within the land described on Exhibit "A". Notwithstanding this Paragraph 2.4.1, the Parties acknowledge that the owners of other land adjacent to or surrounded by the Property may request to be included in the Project at a later date if approved by Developer. Such requests shall be made pursuant to the City's then applicable Ordinances and considered in the City's usual course of such business. Any change in the maximum development area of the Project shall be accomplished only pursuant to the City's then-applicable Ordinances and an amendment to this Agreement as provided in Paragraph 6.28 herein.

2.4.2 **Equivalent Residential Units/Residential Density**. The total number of Equivalent Residential Units permitted within the Project shall not exceed two-thousand five hundred fifty-three (2,553) residential units, in addition to commercial uses. The average number of Equivalent Residential Units or residential units per acre for the entire Project in the aggregate shall not exceed the number in the Community Plan; provided, however, that such number may be higher with respect to any individual Village. As shown on the Use Map, the Equivalent Residential Units are dispersed throughout the Project at varying densities, which may be modified pursuant to the Density Transfer provision set forth in Paragraph 2.4.4 of this Agreement. The final design for each Village is not yet completed and the Parties acknowledge that the density designed within each Village will be determined upon review and approval of a Village Plan for each such Village. In the event the ERUs or residential units are not utilized by Developer during the term of this Agreement due to Developer's own volition, inability to provide adequate infrastructure, lack of market demand, or any other reason other than breach of this Agreement by City, the remaining unused ERUs shall expire and the property shall revert to the R-3 or equivalent zoning.

2.4.3 **Phasing**. The City acknowledges that Developer intends to submit Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Villages as generally shown on the Use Map. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as

reasonably determined by the City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress. Except as specifically provided in this Agreement or the Land Development Code, such extensions shall be at the sole expense of Developer.

2.4.4 **Equivalent Residential Unit Transfers**. Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability, in accordance with the guiding transfer provisions in the Community Plan.

2.4.5 **Development Applications**. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by the City's Land Development Code, or any other City Ordinance, include a statement of (a) the total number of Equivalent Residential Units allowed in the Project under this Agreement; (b) the cumulative total number of Equivalent Residential Units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of Equivalent Residential Units and densities for which a permit is sought under the particular Village application; and (d) the balance of Equivalent Residential Units remaining allowable to the Project.

2.5 **Recordation of First Final Plat**. Developer shall record the approved Final Plat for the first Village in accordance with the City's Land Development Code.

SECTION III. GENERAL RIGHTS AND RESPONSIBILITIES

3.1 **General Rights and Responsibilities of Developer**.

3.1.1 **Development Fees**. With respect to the development of the Project, Developer accepts and agrees to comply with the application, plan examination, building and similar fees (excluding impact fees, which are addressed separately by this Agreement) of the City in effect at the time a person or entity files with the City a complete application for a subdivision or a building permit, and the City agrees and represents that any such fee schedule will be applied uniformly within the City or any service area of the City, as applicable. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within the City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in this Agreement.

3.1.2 **Reliance**. The City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and the City's faithful performance of the City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that the City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of the City hereunder.

3.1.3 **Vested Rights Granted by Approval of the Planned Community District and Project**. To the fullest extent permissible under the law, Developer shall have the full benefit of any rights granted and vested under the Original Development Agreement except as modified herein, and this Agreement grants and vests in Developer all rights, consistent with the Planned Community District Approval, the Use Map, and the City's Land Development Code, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement and as set forth in the Community Plan are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement, the Planned Community District Approval and the Community Plan provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement as provided in Paragraph 5.2, below.

3.1.4 **Statement Regarding "Compelling, Countervailing Public Interests"**. The City and Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah. The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Developer's rights under this Agreement or the Use Map would be justified by a "compelling, countervailing public interest." In accordance with Utah law, the City shall notify Developer if any such facts come to the City's attention after the execution of this Agreement, and shall take all required steps to maintain Developer's vested rights as set forth in this Agreement or the Use Map.

3.1.5 **Dedication of Infrastructure Improvements**. Unless otherwise specifically provided herein, Developer shall dedicate free and clear of liens, taxes (including rollback taxes), and encumbrances, subject to the cost sharing, reimbursement, and impact fee credit obligations of the City as set forth in Paragraphs 3.2.1 and 3.2.2, below, any System Improvements in the Project to the City when such improvements are accepted by the City.

3.1.6 **Developer's Employees and Agents**. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement.

3.2 **General Rights and Responsibilities of the City**.

3.2.1 **Project and System Improvements — Cost Sharing**. Except as otherwise provided herein, Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. With respect to any System Improvements or upsized Public Facilities that ~~reduce~~will benefit any other property in addition to the ~~need for System Improvements~~Project, the City shall participate in the cost of constructing such improvements or facilities by (i) making an upfront payment to Developer; (ii) providing impact fee credits or refunds; or (iii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

3.2.2 **Impact Fee Credits; Reimbursement; and Pioneering Agreements**.

(a) **General**. If, prior to the date an impact fee would be payable as provided under the City's Ordinances (whether through the operation of an existing

Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer constructs System Improvements or Public Facilities that reduce the need for System Improvements for which an impact fee is normally collected (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer's cost of constructing such System Improvements or Public Facilities that reduce the need for System Improvements shall be credited against the impact fees otherwise due. Developer shall also be given an impact fee credit for land dedicated to and accepted by the City for System Improvements or Public Facilities that reduce the need for System Improvements. In each instance, Developer shall submit to the City invoices, or other reasonably acceptable documentation, as determined by the City, demonstrating the reasonable and verified costs incurred for such System Improvements or, in the case of land, appraisals indicating the fair market value of the dedicated land. The amount of the credit shall be equal to the lesser of (i) the total amount of impact fees otherwise required, or (ii) the reasonable and verified costs of the System Improvements or Public Facilities that reduce the need for System Improvements paid by Developer and the fair market value of land at the time of dedication. As soon as practical after the recordation of each Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its impact fee facilities plans and corresponding impact fee studies in order to make such System Improvements (or Public Facilities that reduce the need for System Improvements) costs eligible for credit against assessed impact fees taking into account any impact fee credits due to the owners or developers of any property outside of the Project, including, without limitation, those impact fee credits and waivers set forth in this Section 3.2.2; provided, however that the City updating its impact fee credit facilities plans and corresponding impact fee studies shall not be a condition precedent to Developer's entitlement to receive impact fee credits for any System Improvements or Public Facilities that reduce the need of System Improvements constructed by Developer.

(b) **Culinary and Secondary Water**. ~~Subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds City to collect at least $2,000 in impact fees towards purchase of the Lake Mountain Mutual Water Company water system to which Developer will be connecting to,~~ Developer shall receive an impact fee credit for the following:

(i) any System Improvements or Public Facilities constructed by Developer for culinary and secondary water that reduce the need for System Improvements; and

(ii) any cost sharing agreed to by the City in connection with the Project relating to culinary or secondary water System Improvements or Public Facilities that reduce the need for System Improvements.

In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

~~(d)~~(c) **Sanitary Sewer**. In connection with any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for sanitary sewer, Developer shall receive an impact fee credit in the amount of the Upsizing Costs related to such System Improvements (and/or Public Facilities when such is applicable). In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

~~(e)~~(d) **Roads and Intersections**. Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.

~~any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.~~

~~(h)~~(e) **Storm Water**. Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for storm water.

~~(i)~~(f) **Open Space**. In consideration of Developer constructing the Community Park (as defined in Section 4.7.1) in accordance with the Open Space Standards, the Parties agree that Developer will not be subject to any impact fees in connection with the construction of the Community Park or any other open space areas or improvements.

~~(j)~~(g) **Existing Talus Ridge Credits**. In addition to the foregoing, Developer shall be entitled to receive and utilize any unused impact fee credits under that certain Talus Ridge Reimbursement Agreement and Release of All Claims, dated June 9, 2015, between Wasatch Land Company, a Utah corporation, and the City ("**Talus Ridge Agreement**"). The Parties acknowledge that the developer under the Talus Ridge Agreement is an affiliate of Developer and was unable to utilize all of the credits under the Talus Ridge Agreement. The City and Developer hereby agree that Developer is entitled to the benefit of such unused credits.

~~(k)~~(h) **Application**. In applying the foregoing provisions, any impact fee which is payable shall be charged as provided under the City's Ordinances and any impact fee credit shall be used to offset the amount of the impact fee due.

3.2.3 **Compliance with the City Requirements and Standards**. Except as otherwise provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer acknowledges it shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.4 **Request to Exercise Eminent Domain**. In the event of a written request by Developer, the City may, in its sole and absolute discretion, exercise its power of eminent

domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse the City for all reasonable expenses incurred in taking the requested action, including reasonable attorney's fees (or the reasonable value of what would have been charged for such legal services by a private law firm or private attorney, if the City Attorney provides such services to obtain the such property rights) and costs.

3.2.5 **Project a Part of the City**. The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 **Culinary Water**.

4.1.1 **Developer's Obligations**.

4.1.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet culinary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that any water rights obtained from the Central Utah Water Project ("CWP Water") is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.1.1.2 **Water System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite culinary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Culinary Water Master Plan. The facilities required to provide culinary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. All facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The Parties agree that the water impact fee credits for culinary water for an Equivalent Residential Unit shall be based upon ~~the Utah~~water system elements identified in City's Impact ~~Fees Act~~Fee Facility Plan and Analysis (source, storage, distribution, fire suppression, water rights and planning), or portions thereof, as provided by Developer.

4.1.1.3 **Easements**. As part of the preparation of a water storage and delivery system for the culinary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites and connections onto existing City water lines and the like.

4.1.2 **The City's Obligations**. Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of the City.

4.2 **Secondary Water**.

4.2.1 **Developer's Obligations**.

4.2.1.1 **Dedication of Water**. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that all CWP Water is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.2.1.2 **Water System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite secondary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Secondary Water Master Plan. The facilities required to provide secondary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be subject to any impact fees in connection with the secondary water System Improvements constructed or provided by Developer. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that culinary water System Improvements can provide secondary water for at least the number of Equivalent Residential Units within Village 1 and that development within Village 1 or a combination of Villages, will be allowed up to the number of Equivalent Residential Units within Village 1. All facilities necessary to provide a secondary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City in accordance with the City's Standard Technical Specifications and Drawings. The Parties agree that the water impact fee credits for secondary water for an Equivalent Residential Unit shall be based upon ~~the requirements of the Utah Impact Fees Act~~water system elements identified in City's Impact Fee

Facility Plan and Analysis (source, storage, distribution, water rights and planning), or portions thereof, as provided by Developer.

4.2.1.3 **Easements**. As part of the preparation of a water storage and delivery system for the secondary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites, connections onto existing City water lines and the like.

4.2.2 **The City's Obligations**. Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with secondary water service at a level generally provided to other areas of the City.

4.3 **Sanitary Sewer Service and Facilities**.

4.3.1 **Developer's Obligations**.

4.3.1.1 **Sanitary Sewer System**. Developer shall, consistent with governmental requirements as of the date hereof, design and build sewer and waste water collection systems of sufficient size to serve the Project, in accordance with the Sanitary Sewer Master Plan. The system required to provide sewer and waste water collection services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the sewer and waste water collection System Improvements constructed or provided by Developer, other than any impact fee relating to treatment of waste water. The sewer and waste water collection systems installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

4.3.1.2 **Easements**. As part of the preparation of the sanitary sewer system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into and connect into existing City sewer lines and the like.

4.3.2 **The City's Obligations**. The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.3.2.1 **Sanitary Sewer Within Fairfield Road**. The City hereby confirms that Fairfield Road is an existing dedicated public road and that Developer is entitled to construct and install utility improvements under Fairfield Road as it currently exists. Portions of the proposed sanitary sewer System Improvements are under Fairfield Road as shown on the Sanitary Sewer Master Plan.

4.4 **Storm Water**.

4.4.1 **Developer's Obligations**. The Project is located within the service boundaries of the City. Developer shall design, fund, and construct storm water collection systems to service the Project in compliance with the Storm Drainage Master Plan. The system required to provide storm drainage services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the storm drainage System Improvements constructed or provided by Developer, except impact fees related to downstream improvements previously installed to which storm drainage System Improvements provided by Developer are connected.

4.4.2 **The City's Obligations**. The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the storm water collection systems.

4.4.2.1 **Dedication**. The City shall accept the dedication of and thereafter maintain all storm water collection and conveyance facilities or improvements in the Project, including but not limited to all within public roadways, so long as such roads are constructed in accordance with Paragraph 4.4.1 and are dedicated free and clear of liens and encumbrances.

4.5 **Transportation, Traffic Mitigation, and Landscaping**.

4.5.1 **Developer's Obligations**. Developer agrees to provide the following transportation and traffic mitigation measures:

4.5.1.1 **Roads and Intersection Improvements**. The Village Plan for each Village shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to the City. Said improvements shall include all interior public roads. Road and intersection improvements may be located differently than shown on the Use Map and Transportation Network Plan so long as any such road connects to an existing or planned road which intersects with or abuts the exterior boundary of the Project shown on the Use Map. Road and intersection improvements shall be constructed according to the City's Standard Technical Specifications and Drawings, except as otherwise set forth in this Agreement and in the Community Plan, in phases according to a schedule determined by Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Village. Road cross sections shall be reviewed on a case by case basis, but shall generally only be required to be improved to half-width—as defined in the City's Standard Technical Specifications and Drawings—when the opposite side of the road in question remains undeveloped. Improvement of limited access roadways shall be required only at such time as the roadway is connected and usable (e.g. there would be a reasonable expectation that residents of a particular Village to which such limited access roadway is connected would use such road to provide access to another existing dedicated roadway), rather than at the time of development of the associated limited access roadway frontage. Subject to reimbursement by the City of its Proportionate Share of System Improvements, Developer shall dedicate such improvements to the City free and clear of liens and encumbrances upon completion and acceptance by the City.

4.5.1.2 **Certain Roads Retained**. Interior, local roads providing internal access to Multi-Family Uses shall not be dedicated to the City but shall be retained and maintained by Developer.

4.5.1.3 **Landscaping**. Upon the City's approval of each Village, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Community Plan and Village Plan for such Village and consistent with City landscaping standards. The timing and/or sequencing of the installation of such landscaping improvements shall be as set forth in the Village Plan, so long as all landscaping in a Village is completed in conjunction with such phase.

4.5.2 **The City's Obligations**.

4.5.2.1 **Road Design**. The City accepts the local and private road design, as contained and provided in the Community Plan, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project regardless of any future hillside development ordinance that may be adopted by the City, with the exception that certain road designs have been modified from the Development Guidelines and said modifications are as shown in the Community Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Standard Technical Specifications and Drawings. All roads in the Project shall conform to the City's Standard Technical Specifications and Drawings except as otherwise specified in the Community Plan.

4.5.2.2 **Dedication**. Except as set forth in Paragraph 4.5.1.2, the City shall accept the dedication of and thereafter maintain all arterial, parkway, collector and public local roads in the Project so long as such roads are constructed in accordance with Paragraph 4.5.2.1 and are dedicated free and clear of liens and encumbrances, and meet the requirements for public streets identified in the Community Plan and the City's Standard Technical Specifications and Drawings.

4.6 **Police and Fire Protection**.

4.6.1 The City shall provide to all residential and nonresidential areas in the Project, police and fire services.

4.6.2 Developer shall install fire hydrants within the Project in conformance with the City's Standard Technical Specifications and Drawings.

4.7 **Park, Trail and Open Space Areas**.

4.7.1 **Developer's Obligations**. As required in section 19.26.06 of the Saratoga City Code, 30% of the Project will be comprised of open space. As shown in the Community Plan the open space will consist of major walking/ biking trails, public and private parks, private open space, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park and related trail systems as shown in the Community Plan (collectively, the "**Community Park**"). All open space improvements, including, without limitation, the Community Park, shall be constructed by Developer in accordance with the City's Standard Technical Specifications and Drawings and Title 19 of the

City Code. In accordance with Sections 4.1 and 4.2 of this Agreement, Developer shall be responsible for the dedication or purchase of culinary and secondary water and the installation of water facilities necessary to service the open space, parks, and trails required to be improved by Developer.

4.7.2 **The City's Obligations**.

4.7.2.1 **Dedication**. The City shall accept the dedication of open space areas identified in the Community Plan as being dedicated to the City, so long as such open space areas are in compliance with Paragraph 4.7.1 and are dedicated free and clear of liens, taxes (including any rollback taxes), and encumbrances.

4.7.2.2 **Maintenance by the City**. Upon dedication and acceptance by the City of any open space area intended to be dedicated to the City, the City shall maintain each such area and any improvements thereon at a level of service consistent with City's policies and practices for maintenance of parks, trails, and open space.

4.8 **Maintenance of Certain Areas by Owners Association**. Developer shall create a homeowners associations for the Project, which shall have the responsibility to maintain those open space areas identified in the Community Plan as not being dedicated to the City. In the event such areas are not maintained in a manner consistent with the approved plan, the City may at its option cause such maintenance to be performed and assess the cost to the affected property owners' association, master association, or other governing body.

SECTION V. GENERAL PROVISIONS

5.1 **Binding Effect**. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest.

5.2 **Change in Developer**. Developer acknowledges that its qualifications and identity are of particular concern to the City, and that it is because of such qualifications and identity that the City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that during the term of this Agreement, Developer shall not convey, assign, or dispose of ("**Transfer**") the Project or any portion thereof to another developer except as provided in this Paragraph 5.2. In the event of a Transfer of the Project, or any portion thereof, Developer and the transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer an agreement satisfactory to the City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by the City. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, the Parties acknowledge and agree that each entity constituting Developer shall, acting alone, be entitled (a) to enforce all the rights and to perform all the obligations of Developer hereunder and (b) to enforce such rights and perform such obligations with respect to any Village through a subsidiary entity so long as such entity is wholly owned, directly or indirectly, by either or both of the entities constituting Developer.

5.3 **No Agency, Joint Venture or Partnership**. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the City and Developer.

5.4 **Consent**. In the event this Agreement provides for consent from the City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 **Process for Modifying the Community Plan**.

5.5.1 **Intent**. The City acknowledges that the Community Plan and Use Map are a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Use Map. The Parties agree that that Developer may amend the Community Plan and Use Map as set forth in 19.26

5.5.2 **Minor Amendments**. The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director. Minor amendments include (i) any amendment deemed a minor amendment under Chapter 19.26 of the Land Development Code, and (ii) simple modifications to text or exhibits such as:

5.5.2.1 minor changes in the conceptual location of streets, public improvements, or infrastructure;

5.5.2.2 minor changes in the configuration or size of parcels;

5.5.2.3 transfers of density as described within the Community Plan;

5.5.2.4 minor modification of land use boundaries; and

5.5.2.5 interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

In the event of a conflict between this Section 5.5.2 and Chapter 19.26 of the Land Development Code, the least restrictive provision shall apply.

5.5.3 **Major Amendments**. If an amendment is deemed major by the Planning Director in accordance with Chapter 19.26 of the Land Development Code, it will be processed as outlined in the Land Development Code. A minor modification in Section 5.5.2 shall not qualify as a major amendment.

5.6 **No Obligation to Undertake Development**. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes

to develop all or any portion of the Project pursuant to the Use Map and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Use Map.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits**. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 **Other Miscellaneous Terms**. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.4 **Construction**. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents and Acts**. Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such Party or entity adequately and reasonably maintains and operates such facility or improvement.

6.7 **Recording**. No later than ten (10) days after this Agreement has been executed by the City and Developer, it shall be recorded in its entirety, together with all exhibits cited in Paragraph 6.11, at Developer's expense, in the Official Records of Utah County, Utah.

6.8 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9 **Notices**. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by electronic mail or facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as

the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Developer:	Leading Edge Development, LLC Attn: Curtis Leavitt and Steve Maddox 482 West 800 North, Suite 203 Orem, Utah ~~8405~~84057
With a copy to:	DCP Saratoga LLC _____ _____ _____ PMB#449 2753 E Broadway Rd, #101 Mesa, Arizona 85204
With a copy to:	Jones Waldo 170 South Main, Suite 1500 Salt Lake City, Utah 84101 Attn: Keven Rowe
If to the City:	City of Saratoga Springs Attn: City Manager 1307 N. Commerce Drive Saratoga Springs, Utah 84045
With a copy to:	City of Saratoga Springs Attn: City Attorney 1307 N. Commerce Drive Saratoga Springs, Utah 84045

6.10 **No Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.11 **Counterparts; Exhibits; Entire Agreement**. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original. This Agreement, together with all the exhibits identified below, constitute the entire understanding and agreement of the Parties to this Agreement.

Exhibit A Planning Commission report, minutes, report of action

Exhibit B City Council report, minutes, report of action

Exhibit C Report of Action and staff reports

Exhibit D Design Guidelines

Exhibit E Community Plan

~~6.13~~6.12 **Duration**. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. So long as Developer is using commercially reasonable efforts to complete the development of the Project and is not in breach of any material term herein that has not been cured within a reasonable time after receipt of written notice of such breach by City, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

~~6.14~~6.13 **No Further Exactions**. Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

~~6.15~~6.14 **Good-Standing; Authority**. The Parties warrant and represent as follows:

~~6.15.1~~6.14.1 **Developer**. Developer hereby represents and warrants to the City: (a) Developer is a registered business entity in good standing with the State of Utah; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

~~6.15.2~~6.14.2 **The City**. The City hereby represents and warrants to Developer that: (a) the City is a Utah municipal corporation; (b) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq*.), and the City's Land Development Codes to enter into and be bound by this Agreement; (c) the individual executing this Agreement on behalf of the City is duly authorized and empowered to bind the City; and (d) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

~~6.16~~6.15 **Failure to Execute**. The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Use Map shall be modified to remove that parcel and the applicable density and infrastructure.

~~6.17~~6.16 **Concurrency**. The City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, the City shall not be obligated to approve a

Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

~~6.18~~6.17 **Indemnification**. Developer and the City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer or the City, as the case may be, or their respective officers, agents, employees or consultants.

~~6.19~~6.18 **Default**. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default ("**Default**") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

~~6.19.1~~6.18.1 **Termination**. If the City elects to consider terminating this Agreement due to an uncured Default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

~~6.19.2~~6.18.2 **No Monetary Damages Relief or Personal Liability Against the City**. The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer or personal liability for any of its officers, officials, or employees for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In addition, no personal liability may attach to or be asserted against any City officer, official, or employee.

~~6.20~~6.19 **Waiver**. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

~~6.21~~6.20 **Enforcement**. The Parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

~~6.22~~6.21 **Severability; Invalidity**. If the City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

~~6.23~~6.22 **Force Majeure**. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify the City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

~~6.24~~6.23 **Nondiscrimination**. Neither the City nor Developer nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

~~6.25~~6.24 **No Waiver of Governmental Immunity**. Nothing in this Agreement is intended to, or shall be deemed, a waiver of the City's governmental immunity.

~~6.26~~6.25 **Institution of Legal Action**. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

~~6.27~~6.26 **Names and Plans**. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

~~6.28~~6.27 **Amendment of Agreement**. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by the City, acting by and through its City Council by duly authorized persons.

CITY:

Attest:

City of Saratoga Springs,
a Utah Municipality

_____
_____, City Recorder

By: _____
Jim Miller, Mayor

DEVELOPER:

LEADING EDGE DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DCP SARATOGA LLC, a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by Jim Miller, as Mayor, and _____, as Recorder of the City of Saratoga Springs.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of Leading Edge Development, LLC, a Utah limited liability company.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of DCP Saratoga LLC, a Utah limited liability company.

_____
NOTARY PUBLIC
Residing at:_____

My commission expires:_____

EXHIBIT A
Planning Commission report, minutes, report of action

EXHIBIT B

City Council report, minutes, report of action

EXHIBIT B

EXHIBIT C
Report of Action and staff reports

EXHIBIT D
Design Guidelines

EXHIBIT E
Community Plan

On file with the City Recorder's Office

Kimber Gabryszak, AICP
Planning Director

City Council Staff Report

Code Amendments
Title 19 Multiple Sections
Tuesday, August 16, 2016
Public Hearing

Report Date:	Tuesday, August 9, 2016
Applicant:	City Initiated
Previous Meetings:	Planning Commission Work Sessions 6/9/2016 and 6/23/2016 Planning Commission Public Hearing 7/14/2016
Land Use Authority:	City Council
Future Routing:	None
Type of Decision:	Legislative
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

A Land Development Code is a living, breathing document, that often requires updates for additional clarity and effectiveness, to remove inconsistencies and typos, to reflect new "best practices" in Planning, and to address changes in the economy or community needs. The Planning Department keeps a running list of minor and major changes that are needed to achieve the above goals, and has a goal of adopting amendments approximately four times a year to keep the Code current. The Planning Department has also, with the aid of a previous Code Update Subcommittee of the Planning Commission and City Council, identified several major policy updates to adopt as appropriate in the coming years. This current Code amendment package contains primarily smaller updates to landscaping and fencing, parking, temporary uses and cell towers, signs, and other requirements.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and vote to approve all or some of the amendments with or without modifications, as outlined in Section H of this report. Alternatives include continuance to a future meeting or denial of all or some of the amendments.

B. Background:

Staff has assembled the attached package of amendments to remove several inconsistencies (e.g. parking requirements), clarify several standards (e.g. parallel fencing and wire fencing), correct unintended consequences from previous amendments. (e.g. ice cream trucks in neighborhoods), reduce requirements for homeowners (e.g. backyard development), and add standards for electronic and park/trail and special event signage.

The Planning Commission held work sessions on June 9, 2016 and June 14, 2016, and discussed the code language. The Commission gave direction on several changes, then held a public hearing on

July 16, 2016 and voted to forward a positive recommendation on the amendments as outlined in the exhibits to this report. Minutes from that meeting are attached. The Commission also reviewed additional code amendments in their June 28, 2016 work session, for potential future consideration.

C. **Specific Request:** The proposed amendments are summarized below, with details in Exhibit 1.

- 19.02. Definitions.
  - Add definition for "protective ground cover" to accompany changes to 19.06
- 19.04. Zone Districts.
  - Postponed to accompany Fall 2016 amendments
- 19.05. Supplementary Regulations.
  - Clarify that Ice Cream Trucks are allowed in residential zones
  - Clarify standards for wireless telecommunications towers
- 19.06. Landscaping. (And 19.02, definitions)
  - Clarify landscaping requirements for backyards, to reduce requirements.
  - Clarify parallel fencing prohibition
- 19.09. Parking:
  - Clarify requirements for covered parking for multi-family development
  - Correct parking requirements for Mixed Use and similar zones that the parking requirement for commercial uses is based on square footage, but the parking requirement for residential uses is based on the number of dwellings
- 19.14. Site Plans:
  - Clarify access width language
- 19.15. Conditional Uses:
  - Remove requirement to protect viewsheds
- 19.18. Signs:
  - Create provision for electronic signs in limited circumstances
  - Create provision for directional signage for approved special events
  - Create signage standards for parks and trails

The Planning Commission also reviewed additional amendments in June and July work sessions, which will be reviewed in upcoming meetings and hearings with the goal of adoption by fall 2016:

- 19.04, Zoning:
  - overhaul and reformat
  - reduce commercial setback requirements
  - remove open space requirements as they will be addressed in the new open space chapter
  - add Community Commercial zone
  - clarify ERU application to residential uses and non-residential uses
- Rezones: rezone schools and churches and public facilities to the Institutional / Civic zone
- 19.05, Supplementary Regulations
  - Accessory Dwelling Units(ADUs) – consider allowing ADUs in single-family neighborhoods, in limited circumstances and with requirements such as extra parking and owner occupancy to minimize impacts.
- 19.12. Subdivisions:
  - Implement requirement to bury canals
  - Clarify requirement to underground utilities
- 19.tbd. New Design Standards chapter
  - Assemble all design standards from other code sections in one location

- Update and relocate current Architectural Design Standards
- 19.tbd: New Open Space chapter
  - Replace current OS standards with requirement for "park" space per residential unit
- Buffer Overlay Zone – adopt standards for setbacks, trails, site design, architecture, vegetation, disturbance areas, and other items along the Jordan River and Utah Lake shorelines

D. **Process:** Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
   Complies. *There is no application as this is City initiated, and is being presented to the Commission for a recommendation.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.
   Complies. *Please see Sections F and G of this report.*

3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.
   Complies. *Please see Section E of this report.*

4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.
   Complies. *Please see Section E of this report.*

E. **Community Review:** Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. A public hearing was also held before the Planning Commission, and

F. **General Plan:**

Land Use Element – General Goals
The General Plan has stated goals of responsible growth management, the provision of orderly and efficient development that is compatible with both the natural and built environment, establish a strong community identity in the City of Saratoga Springs, and implement ordinances and guidelines to assure quality of development.

Staff conclusion: consistent. *The proposed changes will still ensure quality of development, maintain community identity, ensure quality development through the maintenance of high standards, and require mitigation of impacts to existing development (the built environment).*

G. **Code Criteria:**

Code amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the Code.

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

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

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent. *See Section F of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The amendments will ensure clear and consistent standards for fencing, temporary uses, landscaping, conditional uses, parking, and signage, while providing additional flexibility to property owners and businesses that will not adversely affect the health and welfare of the general public.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
   Consistent. *The stated purposes of the Code are found in section 19.01.04:*
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;
      c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
      d. enhance the economic well-being of the municipality and its inhabitants;
      e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
      f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
      g. stabilize and conserve property values;
      h. encourage the development of an attractive and beautiful community; and
      i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

The proposed amendments will provide clarity in development standards to ensure orderly growth, will maintain high standards to ensure a wholesome environment, and will both allow flexibility for property owners while helping ensure an attractive and beautiful community. The amendment will also secure economy in governmental expenditures by reducing the need for code enforcement on backyard landscaping, while keeping standards that minimize impacts to neighboring property owners.

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
   Consistent. *The amendments will provide additional flexibility in signage for larger businesses and for hosts of special events, and remove confusing language from the code. Community interests will also be protected by requiring minimum standards for runoff prevention, weed abatement, and other standards as proposed.*

H. Recommendation / Options:

Staff Recommended Motion – Approval
The City Council may choose to **approve** all or some of the amendments to the Code Sections listed in the motion, as proposed or with modifications:

Motion: "Based upon the evidence and explanations received today, I move to **approve** the proposed amendments to Sections 19.02, 19.05, 19.06, 19.09, 19.12, 19.14, 19.15, and 19.18, with the Findings and Conditions below:

Findings:
1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference.
2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:
1. The amendments shall be edited as directed by the Council: _____
   a. _____
   b. _____
   c. _____

Alternative A – Continuance
Vote to **continue** all or some of the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision.

Motion: "I move to continue the amendments to Sections [list section(s)] of the Code to the [September 6, 2016] meeting, with the following direction on additional information needed and/or changes to the draft:

_____

_____

_____

_____

Alternative B – Denial
Vote to **deny** all or some of the proposed Code amendments.

Motion: "Based upon the evidence and explanations received today, I move to **deny** the proposed amendments to Sections [list section(s)] of the Code with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Council: _____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. Draft Amendments *(Note: except for signage section, red text = Staff changes, blue text and yellow highlights = Planning Commission changes)*
   a. 19.05. Supplementary Regulations (pages 9-12)
   b. 19.02 and 19.06. Landscaping and Fencing (pages 13-14)
   c. 19.09. Parking (pages 15-16)
   d. 19.14. Site Plans (page 17)
   e. 19.15. Conditional Use Permits (page 18)
   f. 19.18. Signs (pages 19-23)
2. Planning Commission 7/14/2016 Minutes (pages 24-27)

ORDINANCE NO. 16-17 (8-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Title 19 of the City of Saratoga Springs Code, entitled "Land Development Code" was enacted on November 9, 1999 and has been amended from time to time; and

WHEREAS, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

WHEREAS, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

WHEREAS, the City Council has conducted a public hearing to receive comment on the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, following the public hearing, and after receipt of all comment and input, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply

with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
   i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
   ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of August, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	____
Michael McOmber	____
Stephen Wilden	____
Bud Poduska	____
Chris Porter	____

* * * * *

19.05.03. Wireless Telecommunication Equipment.

1. **Wall mounted antennas.** Wall mounted antennas are permitted uses in all land use zones. Wall mounted antennas larger than five square feet may not be placed on a residential building or structure. Wall mounted antennas must comply with the following criteria:
    a. Wall mounted antennas shall not extend above the roof line of the building more than ten feet, and whip antennas shall not extend above the roof line of the building more than ten feet.
    b. City Staff may require antennas and all associated equipment to be painted to match the color of a non-residential building or structure.
    c. Wall mounted antennas may have a maximum area of forty square feet per each side of a non-residential building or structure. The area is determined by drawing straight lines around the outermost portions of the antennas until enclosed.
    d. All equipment associated with the use, excluding the antenna, must be screened by a view obstructing structure.
    e. If the associated equipment is located on the ground it must be appropriately landscaped.

2. **Roof mounted antennas.** Roof mounted antennas are permitted uses in all land use zones. Roof mounted antennas larger than five square feet may not be placed on a residential building or structure. The following provisions and any applicable provisions in sub-section one above shall apply to roof mounted antennas:
    a. roof mounted antennas can only be mounted on structures with flat roofs. Exceptions may be granted by City staff with the following stipulations:
        i. the antenna will be mounted on the roof of a building such that the building will obstruct the view of the antenna from the front of the building; and
        ii. the antenna will be less visible from ground level than the typical antenna mounted on a flat roof.
    b. roof mounted antennas must be set back from the front building edge one foot for every one foot of antenna height to a maximum of ten feet; and
    c. if possible and feasible, roof mounted antennas shall co-locate on City-owned buildings and structures.

3. **Free-standing antennae or towers.**
    a. Proliferation minimized. No new mono-pole or other free-standing structure shall be approved unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building or structure.

b. Mono-pole towers. Mono-pole towers are required to obtain Conditional Use approval prior to construction.

~~a.~~

~~b.~~c. Other free-standing structures. Free-standing antennae or towers are required to obtain Conditional Use approval prior to construction.

d. Where buildings, trees, or other large objects are present, a~~A~~ll new mono-pole and other free-standing structures shall use stealth design, meaning camouflaged to blend in with said buildings, trees and other large objects.

~~c.~~e. Co-location on existing mono-pole towers is a permitted use in any land use zone. However, if the compound area needs to be expanded to handle additional equipment and the site is located in a land use zone that requires mono-pole towers to get a Conditional Use permit, then the expansion is also a Conditional Use.

~~d.~~f. Maximum height limits for free-standing antennae or mono-pole towers for defined land use zones are as follows:

i.	Agricultural (A):	100* feet
ii.	Rural Residential (RR)	100* feet
iii.	Low Density Residential (R-1)	100* feet
iv.	Low Density Residential (R-2)	35 feet
v.	Low Density Residential (R-3)	35 feet
vi.	Medium Density Residential (R-6)	35 feet
vii.	Medium Density Residential (R-10)	35 feet
viii.	High Density Residential (R-14)	35 feet
ix.	High Density Residential (R-18)	35 feet
x.	Neighborhood Commercial (NC)	40 feet
xi.	Mixed Use (MU)	40 feet
xii.	Regional Commercial (RC)	40 feet
xiii.	Office Warehouse (OW)	100* feet
xiv.	Industrial (I)	100* feet

* The maximum height for towers within 200 feet of residential development existing at the time of tower construction shall be 40 feet.

~~e.~~g. The maximum height limits include the height of any structure on which the free-standing antennae or mono-pole may be located, and any lightning poles or other items attached to the antennae or mono-pole.

4. **Ham radio towers.** Ham radio towers or any other radio or antennae facilities are regulated by the FCC as well as individual homeowners associations (HOA's) through restrictive covenants or other regulating documents.

* * * * *

19.05.10. Temporary Uses.

1. **Purpose and Intent.** The purpose and intent of the Temporary Use section is to allow certain uses within the City of Saratoga Springs which are temporary, or seasonal in nature, in a manner that such uses will be compatible with the land use zone and adjacent properties. A Temporary Use, which is subject to the provisions in this Section, is a commercial business venture for

which a business license is required.

2. **Uses:** the following are acceptable Temporary Uses, as defined in Section 19.02.02:
   a. Produce Stand or Farmers Market
   b. Fireworks Stand*
   c. Christmas Tree Lot
   d. Snow Shack or Ice Cream Vendor, fixed location*
   ~~d.~~e. Snow Shack or Ice Cream Vendor, motorized**
   ~~e.~~f. Pumpkin Patch
   ~~f.~~g. Festivals including Bazaars or Fairs*
   ~~g.~~h. Temporary Retail (tent or sidewalk sale)*
   ~~h.~~i. Mobile Food Vendors*

   * These uses are limited to non-residential and agricultural zones, unless occurring as part of a City sponsored special event, or wholly within the property boundaries of an institutional use.

   **These uses are not permitted to park in one location for longer than 20 minutes, and are required to obtain a Solicitor's License in addition to a Temporary Use Permit.

3. **Standards for Temporary Uses.** A Temporary Use shall comply with the general standards as provided within this section:
   a. Written approval from all brick and mortar businesses, meaning a permitted business in a permanent structure, within 300' shall be obtained for all Temporary uses.
   b. All Temporary uses except for roadside stands require a paved surface on site. Temporary road base installed in compliance with the City Standard Technical Specifications and Drawings shall qualify as a paved surface, shall be capable of supporting a minimum of 75,000 pounds on all driving and parking surfaces, and shall be removed immediately upon completion of the Temporary use unless occurring as part of a separate development permit.
   c. All Temporary uses except roadside stands are required to provide sanitary facilities for waste disposal for protection of community health and safety. This may be met through agreement with a host business or through temporary restroom facilities.
   d. All temporary uses shall provide a receptacle for garbage, and shall be responsible for garbage removal.
   e. Night lighting shall be compatible with adjacent uses. This requires all lighting to be shielded and directed downward to avoid light spill onto adjacent properties.
   f. All signs must comply with City adopted sign regulations.
   g. A use and/or display may not be placed within the right-of-way or on any landscaped area.
   ~~a.~~h. No temporary use may occur within the clear view triangle of any intersection.
   ~~b.~~i. No more than one temporary use is allowed per lot or parcel at any one time, including those approved by the Planning Commission.
   ~~c.~~j. When electricity will be utilized, an electrical permit must be obtained from the Building Department prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.
   ~~d.~~k. Accessibility requirements must be addressed with the Building Department prior to any

sales occurring.

~~e.~~l. Where required, Health Department approval shall be provided prior to operation.

~~f.~~m. Where temporary structures are proposed, an inspection with the Fire Department is required prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.

~~h.~~n. Hours of operation shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

~~i.~~o. All temporary uses requesting temporary access from a public road shall obtain written permission from UDOT for state roads, and from the City Engineer for all other public roads.

i. A traffic study and safety mitigation may be required, including appropriate acceleration and deceleration areas.

ii. No curb or park strip shall be driven over unless temporary bridging is provided and approved by the City Engineer to prevent damage to the curb or park strip.

4. **Additional Standards for Mobile Food Vendors:**
   a. A mobile food vendor shall be permitted only when hosted by an existing brick-and-mortar business, meaning a permitted business in a permanent structure, or on public property with the approval of the City.
   b. Mobile food vendors shall not be parked for more than 8 hours in a day in any one location without express written permission from the City.
   c. Mobile food vendors shall not be parked on a street or driveway, nor in a manner that impedes vehicular and pedestrian traffic flow or public safety. A minimum clearance of 15 feet must be kept between the mobile food vendor and any fire hydrants, utility boxes, sidewalks, handicapped ramps, or building entrances.
   d. At no time may the mobile food vendor serve food to vehicles in a drive through manner or while the mobile food vendor vehicle is in motion.
   e. Mobile food vendors must be parked a minimum of 200 feet from residential property or must have the permission of residential property owners within the prohibited area.

5. **Planning Commission Review.** When considered appropriate by the Planning Director, a Temporary Use may be referred to the Planning Commission for review.

6. **Permit Required.** A Temporary Use Permit and Business License shall be required for all Temporary Uses.

* * * * *

Exhibit 1.b

19.06. Landscaping and Fencing
19.02. Definitions.
Clarify requirements for residential backyards
Limit chain link only for Ag uses

---

* * * * *

19.02

Protective Ground Cover. Grasses, other living plants, or inorganic materials grown or placed to stabilize soils and protect against erosion and dust, and to minimize runoff onto adjacent properties.

* * * * *

19.06.08. Single Family Residential and Park Strip Landscaping Requirements.

1. Single Family Residential Lots
    a. All residential lots in all zones except A and RA-5 that are one-third acre in size or smaller shall have the front yards, and street-side yards for corner lots, landscaped within one year, and interior side and back yards within two years after (whichever is less restrictive):
        i. receiving a Certificate of Occupancy; or
        ii. once ownership is established by the current owner.
    b. All residential lots in all zones except A and RA-5 that are larger than one-third acre must landscape a minimum of one-third acre.
        i. The one-third acre may include structure footprints, driveways, parking areas, and other lot improvements that fall within a contiguous one-half acre area.
        ii. The one-third acre shall include the front yard.
        iii. Areas outside of the landscaped one-third acre may remain in a native state, and shall be maintained in compliance with nuisance and fire requirements.
        iv. That portion of the landscaping that falls within the front yard, and street-side yard for corner lots, shall be landscaped within one year, and that portion of landscaping within interior side and back yards shall be landscaped within two years after (whichever is less restrictive):
            1. receiving a Certificate of Occupancy; or
            2. once ownership is established by the current owner.
    c. All ~~landscaped areas~~front yards and street side yards shall be completely landscaped per the definition of Landscaping in Section 19.02, and all back yards stabilized per the definition of Protective Ground Cover in Section 19.02, with the following exceptions:
        i. Bare dirt, meaning ground with no planting, hardscape, rock, or other cover, may occur in limited quantities when in conjunction with features including gardens and trellis areas.

ii. Trees and shrubs are permitted to have a ring of bare dirt around the trunk and beneath the drip line of the canopy.

d. At least 25% of landscaping in front yards and corner street side yards shall consist of non-rock planter beds, shrubs and grasses, or other non-hardscape and non-rock landscaping.

e. Artificial turf is not permitted in front or corner street side yards.

~~f. No trees shall be planted directly under or in close proximity to power lines, poles, or utility structures unless:~~

~~i. the power company or owner of the power line gives written consent; and~~

~~ii. the maximum height or width at maturity of the tree species planted is less than 5 feet to any pole, line, or structure.~~

* * * * *

19.06.09. Screening and Fencing Requirements and Restrictions.

* * * * *

4. Prohibited fencing:

a. No barbed wire, chain link, razor, or wire (agricultural, electric, chicken wire, mesh wire, hog fencing, etc.) fences shall be allowed. This does not apply to chain link or wire fences if the fence: (1) is not being used to delineate lot boundaries; and (2) ~~is used for keeping of animals. This Section also does not apply in the A, RA-5, and RR zones.~~is being used for Agricultural uses or otherwise for the keeping of animals.

b. No fencing that parallels existing fencing ~~and is visible from an adjacent road or street~~ shall be permitted within an existing fenced yard. Exceptions: interior fencing to enclose chickens, bees, or other livestock as otherwise specifically permitted under this Code, and any fencing of three feet or less in height within an existing fenced yard.

* * * * *

19.09. Parking.
Dwelling, Multi-Family – permit carports but require similar architecture
Mixed Use, Mixed Waterfront – clarify parking on ERU vs square footage
Delete wider stall requirement to avoid conflict with 19.14

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* * * * *

19.09.06. Dimensions for Parking Stalls.

The standards in this Section shall apply to all parking areas unless otherwise noted. The dimensions of parking stalls and aisles contained within the parking areas shall be dependent upon the orientation of stalls.

Dimensions for Parking Stalls and Aisle

Parking Angle	Stall Width*	Stall Length	Aisle Width (two-way traffic)	Aisle Width (one-way traffic)
Parallel	9'	20'	N/A	12'
45	9'	18'	25'	14'
60	9'	18'	25'	18'
90	9'	18'	24'	24'

~~*Stalls immediately adjacent to garbage surrounds shall be 50% wider, or separated from the garbage surround by a landscaping area no less than 50% the width of a parking stall.~~

* * * * *

19.09.11. Required Minimum Parking.

The table below indicates the minimum requirement for each use; unless otherwise identified, in no case may the minimums be exceeded by more than 25%.

Use	Parking Requirement
Dwelling, above commercial	1 stall per bedroom or 2 stalls per unit, one of which must be covered*, whichever is lower, plus 0.25 guest stalls per unit.
Dwelling, Multi-Family*	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be covered, plus 0.25 guest stalls per unit. **
Dwelling, Single Family	2 stalls per dwelling enclosed in garages. Driveways are to be 20' in length**

Dwelling, Three-Family	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be ~~covered~~enclosed, plus 0.25 guest stalls per unit.**
Dwelling, Two-Family	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be ~~covered~~enclosed, plus 0.25 guest stalls per unit. **
* * * * *	* * * * *
Mixed Use, Commercial, Office & Residential Use	Residential: see Dwelling requirements Nonresidential: Based on the sq.ft. of each individual use
Residential Facilities for Elderly Persons	To be determined by the Planning Commission (See 19.09.05(6))
Residential Facility for Persons with a Disability	Same as for the dwelling, plus Home Occupation requirements for employees.

~~* Exception – All dwellings must have one covered parking space. A 35% reduction to the enclosed parking requirement may be allowed for a PUD multi-family rental project within the R-18 zone; however, the remaining 35% shall be replaced with carports that incorporate a residential appearance. This will require a positive recommendation from the Planning Commission and approval from the City Council.~~

*Tandem parking spaces within a garage will only be counted as one parking space for residential uses.

** Exception – the minimum for these uses may be exceeded by more than 25%.

NOTE: WE WILL ADD REQUIREMENT TO DESIGN STANDARD CHAPTER THAT CARPORTS MUST INCORPORATE A RESIDENTIAL APPEARANCE CONSISTENT WITH THE RESIDENTIAL STRUCTURE

Exhibit 1.d

19.14. Site Plans.
Clarify 40' access width language

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19.14.03. Site Plan Development Standards.

3. Access Requirements.

a. **Access dimensions.** For each commercial ~~lot~~access:

i.~~each roadway~~the access shall not be more than forty feet in width, measured at right angles to the center line of the ~~driveway~~ access except as increased by permissible curb return radii; and

ii.the entire flare of any return ~~radii~~ radius shall fall within the right-of-way.

b. **Interconnection.** All parking and other vehicular use areas shall be interconnected with adjacent properties in order to allow maximum off-street vehicular circulation.

c. **Acceleration and Deceleration Lanes.** Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.

d. **Off-street Truck Loading Space.** Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets or alleys.

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19.15.05. General Standards and Considerations Governing Conditional Uses.

In reviewing an application for a Conditional Use permit, the ~~the~~ following considerations and standard shall be applied:

1. The siting of the structure or use, and in particular:
    a. the adequacy of the site to accommodate the proposed use or building and all related activities;
    b. the location and possible screening of all outdoor activities;
    c. the relation of the proposed building or use to any adjoining building with particular attention to protection of ~~views,~~ light, air, and peace and quiet;
    d. the location and character of any display of goods and services; and
    e. the size, nature, and lighting of any signs.

2. Traffic circulation and parking, and in particular:
    a. the type of street serving the proposed use in relation to the amount of traffic expected to be generated;
    b. the adequacy, convenience, and safety of provisions for vehicular access and parking, including the location of driveway entrance and exits; and
    c. the amount, timing, and nature of traffic generated by the proposed conditional use.

3. The compatibility of the proposed conditional use with its environment, and in particular:
    a. the number of customers or users and the suitability of the resulting activity level to the surrounding uses;
    b. hours of operation;
    c. adequacy of provisions for the control of any off-site effects such as noise, dust, odors, light, or glare, etc.;
    d. adequacy of provisions for protection of the public against any special hazards arising from the intended use;
    e. the expected duration of the proposed building, whether temporary or permanent, and the setting of time limits when appropriate; and
    the degree to which the location of the particular use in the particular location can be considered a matter of public convenience and necessity.

* * * * *

Exhibit 1.f
SIGNS
Clean up titles
Create provision for electronic message signs in RC zone
Create provision for directional signage for approved special events
Create provision for signage in parks and for trails

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~~ General 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. Parks and Trails Signage Standards.
19.18.14. Special Event Signage Standards.
19.18.~~13~~15. Permit Process.
19.18.~~14~~16. Nonconforming 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:

21. **"Dwell Time"** means the total amount of time an image or other content is shown on an electronic message sign.

* * * * *

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, except as expressly permitted elsewhere in this chapter:
    a. Abandoned Signs.
    b. Animated Signs.

c. Bench Signs other than artwork included in the bench structure.
d. Balloon Signs.
e. Billboards.
f. Cabinet Signs, Simple.
~~g. Electronic Message Signs.~~
~~h.~~g. Flashing signs.
~~i.~~h. Neon signs in residential zones.
~~j.~~i. Pennants.
~~k.~~j. Pole Signs except as specifically permitted in this Chapter.
~~l.~~k. Pylon Signs.
~~m.~~l. Roof Signs.
~~n.~~m. Snipe Signs.
~~o.~~n. Wind Signs.
~~p.~~o. Vehicle Signs parked outside of designated parking stalls, or occupying required parking for more than 50% of the operating hours.
~~q.~~p. Trailer Signs not affixed to a vehicle, parked outside of designated parking stalls, or occupying required parking for more than 50% of the operating hours.
~~r.~~q. Illuminated signs directly facing and visible to an immediately adjacent residential zone or residential development.
~~s.~~r. Signs not otherwise expressly permitted in this chapter.

* * * * *

19.18.06. General Standards.

8. Electronic Message Signs.

a. Types of signs. An electronic message sign shall only be constructed as part of a permitted monument sign and only in specified zones.
b. Area. The electronic message sign is limited to 50% of the permitted sign area.
c. Residential separation. An electronic message sign shall not be located within 200 feet of existing residential development. An electronic message sign located within 500 feet of existing residential development shall be required to orient the sign so that it does not directly face existing residential development.
d. Design standards.
    a. Videos are prohibited at all times.
    b. No sign shall use a white, ivory, or similarly near-white background.
    c. The minimum dwell time shall be eight seconds.
    d. The flashing of any content is prohibited.
    e. The minimum transition time between content shall be no greater than three seconds.
    f. Illumination shall not exceed 0.3 foot candles over natural ambient light conditions at any time, as measured no farther than 100 feet from the sign.
    g. An electronic message sign shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions.

* * * * *

19.18.09. Institutional/ Civic Zone Standards.

1. Schools, churches, public facilities, and other uses in the Institutional/ Civic Zone are permitted the following signage.

    a. Primary Building signs.
        i. Number. Each primary building is permitted one building sign.
        ii. Size. The primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.
        iii. Height. Each primary building sign for single story buildings shall maintain a minimum of 7.5 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary building sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.

    b. Monument signs.
        i. Number.
            i. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
            ii. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
        ii. Size. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
        iii. Height. A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
        ~~iii.~~iv. Electronic Messaging. Permitted only on shared monument signs for developments exceeding four acres.

    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.

* * * * *

19.18.10. Commercial Zone Sign Standards.

1. Signage in the Regional Commercial zone.
    b. Monument signs.
        i. Number.
            a. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
            b. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
        ii. Size. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
        iii. Height. A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
        ~~iii.~~iv. Electronic Messaging. Permitted only on shared monument signs for developments exceeding four acres.

* * * * *

19.18.13. Parks and Trails Signage Standards.

1. Public parks and HOA maintained parks are permitted the following signs:
    a. 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, 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 per parcel.
        v. Banner signs shall be limited to no more than one sign per frontage at any given time.
    b. Monument and Pedestal signs.
        i. Number. One monument or pedestal sign shall be allowed for each frontage in excess of thirty-five feet, or where frontage is less than thirty-five feet but parking access is provided.
        ii. Size. A monument or pedestal sign shall not exceed forty-five square feet in size.
        iii. Height. A monument or pedestal sign shall not exceed 7.5 feet in height.
        iv. Separation. Monument and pedestal signs shall be separated by a minimum distance of 200 feet as measured diagonally across the property, and shall be a minimum of 100 feet from any other permanent ground sign on the same frontage.

c. Pole signs and small pedestal signs.
    i. Number. Two pole signs or pedestal signs shall be allowed for each park.
    ii. Size. A pole sign or pedestal sign shall not exceed six square feet in size.
    iii. Height. A pole sign or pedestal sign shall not exceed 7.5 feet in height.
    iv. Separation. Pole and pedestal signs shall be separated by a minimum of 100 feet from any other pole sign.

2. Public trails and HOA maintained trails are permitted the following signs:
    a. Pole signs and small pedestal signs.
        i. Number. One pole or pedestal sign shall be permitted for each trail access point. One additional pole or pedestal sign shall be permitted to be placed in 1/4 mile increments along the trail.
        ii. Size. A pole or pedestal sign located at the entrance to a trail shall not exceed six square feet in size. A pole or pedestal sign located along a trail shall not exceed four square feet in size.
        iii. Height. A pole or pedestal sign shall not exceed 7.5 feet in height.
        iv. Location. These signs shall only be located within 10 feet of a trail or trailhead.

19.18.14. Special Event Signage Standards.

1. City approved special events shall be permitted the temporary signage subject to the following standards:
    a. A signage plan shall be submitted identifying the location of all on-premise and off-premise signs.
    b. Off-premise signs:
        i. Signs shall be placed entirely on private property with the written permission of the property owner.
        ii. Signs shall be temporary in nature, with the sign made of corrugated cardboard, plastic, or similar material and fastened to wires or wooden stakes. A-frame or similar removable signs may be used, which shall be weighted to prevent relocation via wind. Signs shall be free-standing, and shall not be attached to light poles, fences, vehicles, or other structures.
        iii. Signs shall be limited to three square feet in size and four feet in height.
        iv. Signs shall be placed no earlier than 24 hours prior to the event, and shall be removed no later than 24 hours after the conclusion of the event.
        v. Special event sponsors are limited to one special event signage permit in a ninety-day period.
    c. On premise signs:
        i. Regardless of other zone limitations, one banner sign is permitted for the duration of the event, up to a maximum of seven days per event.
        ii. Additional temporary signage is limited to the signage allowed in the zone.

Exhibit 2
PC Minutes

City of Saratoga Springs
Planning Commission Meeting
July 14, 2016
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Minutes

Present:
Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham
Staff: Kimber Gabryszak, Planning Director; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder
Excused: Brandon MacKay
Others: Stan Steele, Rod Eichelberger, Brian Flamm, Jennifer Chamberlain, Mindy Dansie, Mindy Thatcher, Rob Thatcher

Call to Order - 6:30 p.m. by Chairman Kirk Wilkins

1. **Pledge of Allegiance** - led by Commissioner Steele

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

3. **Public Input**

Public Input Open by Chairman Kirk Wilkins
No input was given.
Public Input Closed by Chairman Kirk Wilkins

4. **Public Hearing: proposed Code Amendments, Title 19, including changes to Open Space, Zoning, Supplementary Regulations, Landscaping and Fencing, Parking, Conditional Uses, Signs, and other changes, City initiated.**
Planning Director Gabryszak presented the proposed Code Amendments. The changes remove several inconsistencies, clarify several standards, correct unintended consequences from previous amendments, reduce requirements for homeowners, and add standards for electronic and special event signage.
19.02. Definitions - Add definition for "protective ground cover" to accompany changes to 19.06.
19.04. Zone Districts – Postponed.
19.05. Supplementary Regulations - Clarify that Ice Cream Trucks are allowed in residential zones, and Clarify standards for wireless telecommunications towers.
19.06. Landscaping (And 19.02, definitions) - Clarify landscaping requirements for backyards, to reduce requirements, and Clarify parallel fencing prohibition.
19.09. Parking - Clarify requirements for covered parking for multi-family development, and Correct parking requirements for Mixed Use and similar zones that the parking requirement for commercial uses is based on square footage, but the parking requirement for residential uses is based on the number of dwellings.
19.14. Site Plans - Clarify access width language.
19.15. Conditional Uses - Remove requirement to protect view sheds
19.18. Signs - Create provision for electronic signs in limited circumstances; Create provision for directional signage for approved special events; and Create signage standards for parks and along trails.

Commissioner Kilgore received clarification that snipe sign rules were not changing and also that balloon signs or adornments were prohibited.

Planning Director Gabryszak, in response to queries, explained that most election signs wouldn't fall under this section it would fall under private property signs. If it were for a special permit event like a debate that would fall under this. There is an option to put up snipe signs for one-time events every 90 days. It makes it a little easier by having a process in place.

Public Hearing Open by Chairman Kirk Wilkins

Rod Eichelberger wanted to make sure there wasn't something excluding HAM Radio towers. Commissioner Wilkins responded that those are regulated by the FCC, HOA's can further restrict them. Rod had a comment on fencing, his lot had no fencing but had animals he needed to maintain and wanted to clarify the use. Planning Director Gabryszak showed the phrase that allowed for keeping of animals with wire fencing. Rod wanted to open the dialogue that landscaping would be open for more xeriscaping.

Mindy Thatcher is in favor of the electronic sign changes but for backyard landscaping she doesn't think residents should have to be put into circumstances where we have to choose between some needed expense like adopting a child or finishing the backyard.

Rob thatcher commented that they are not looking for exception for themselves. They see so many families struggle these days and he doesn't think there should be undue pressure put on families that may not be able to afford landscaping.

Jennifer Chamberlain addressed the Neon lights on private business, she feels that it attracts business and owners need to attract businesses the way they feel best. She is not worried about our city becoming a "Las Vegas." With back yards, until they put theirs in she didn't realize how much it cost. There are circumstances where people feel they need the money for something more serious like adopting a child. If people could just be required to keep the weeds cut down it may suffice. It's important to protect property rights. She moved from the Saratoga Springs Development neighborhood because of obnoxious behavior from people that would turn in neighbors. We should see if our neighbors need service first rather than deciding they are a nuisance and turning them in right away.

Rob thatcher noted they came here because they love the people they live around, as a city we want to be the kind of people that look out for each other.

Public Hearing Closed by Chairman Kirk Wilkins

Planning Director Gabryszak addressed some of the public comment. She noted these new amendments reduce some of the landscaping requirements. The city does not require sod for residential development. If they want to do xeriscaping they can but at least 25% of a front yard or street side yard needs to include vegetation coverage. This is for shade. For backyards there is not a requirement for a certain amount of vegetation, this amendment is trying to make it clearer that they don't need fancy landscaping. The current code talks more about vegetation and aesthetic purposes and was confusing. Last year they added more about bare ground. This further adds clarification that the ground needs to be stabilized, not necessarily formally landscaped. Planning Director Gabryszak clarified that chain link or wire fencing could be used to keep animals or something like a dog run inside your yard. Commissioner Steele commented that section (1) of the fencing needs to be restored so they couldn't fence the whole yard with wire.

Planning Director Gabryszak advised that the towers they are talking about do not include HAM radio; it is a separate standard not subject to the City's height limits. Neon lights are not being discussed with this change; they are permitted in limited amounts already.

Commissioner Steele noted that we allow pole signs in the trails but in other areas it is prohibited. Planning Director Gabryszak corrected the code to include the exception. Commissioner Steele wondered

if there was a way we can really hold down the exceptions that we grant. Someone would want a 12' then the next person will want a 15'. We are worried about the height causing the most problems for residents. Planning Director Gabryszak responded that when we see the plans, developers bringing their own code in, we can recommend that they comply with our current code. Commissioner Steele noted that we want to control water runoff and dust with landscaping and can we do that sufficiently with just weeds being mowed. She questioned inorganic matter being acceptable, if someone decided to do all rock it will raise the temperature and cost more in water for a neighboring green lawn. Installing just a few trees would solve that. Maybe this doesn't need fixing we already allow xeriscaping maybe that is enough. Planning Director Gabryszak clarified that they are not required to do the vegetation in backyards now. Commissioner Kilgore noted that xeriscaping includes rocks so you couldn't really prohibit them. Commissioner Steele feels that if you are going to do all rock or inorganic then you need to put some kind of vegetation, like trees, in to keep the heat down and minimize the effect it will have on the neighbors.

Commissioner Funk would like to make sure when we grant a sign exception that it is spelled out well that it is an exception. He commented on 19.06.08.1.f , and that by saying this there is a problem, we want fewer restrictions and this is restricting us more. It is prejudice to those few homes that have this problem with a power pole. There are poles and guidelines that utility companies don't have to get into and it's not a power line to cause problems. He noted that we are starting a development that has a lot of high power lines. It is not a problem to require it when there is an overhead line, a lot of it is common sense. We aren't the utility co. and we shouldn't be regulating for them.

City Attorney Thurman noted that if they would like to remove it and defer to state law that was under their purview.

Commissioner Williamson likes the direction we have gone with landscaping in talking about impacts. Regarding heat with rocks he doesn't see that will be a concern its common to have lots surrounded by heat sinks like parking lots; it would be minimal, if anyone, that would do that. He thinks this simplifies the code and makes it easier to read.

Commissioner Cunningham is concerned about too much inorganic material. He noted that he put rocks in his flower beds and the grass next to that is harder to keep green. So it would be a concern if a neighbor did that. He also agrees with allowing exceptions to the signs. Even if we restrict them, someone is going to come along and say can I have one that's bigger, and eventually they will be granted bigger and bigger. He doesn't see why we need to do electronic signs and is opposed to them.

Commissioner Kilgore shares Commissioner Steele's concerns about heat sinks. It was a major issue when he lived in Tokyo. He doesn't see how the City could go into someone's back yard and claim it is a heat sink; we don't have a way to measure and really enforce it. He thinks the way it stands now is good and we can evolve it later if needed.

Commissioner Wilkins would like to have the least amount of restrictions.

Motion made by Commissioner Williamson that Based upon the evidence and explanations received today, I move to forward a positive recommendation to the City Council for the proposed amendments to Sections 19.02, 19.05, 19.09, 19.12, 19.15, with the changes made during discussion today and with the Findings and Conditions in the Staff Report. Seconded by Commissioner Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham.
Motion passed 6 - 0.

Motion made by Commissioner Williamson to forward a positive recommendation to the City Council for the proposed amendments to section 19.06 with changes made during discussion and the findings and conditions in the staff report. Seconded by Commissioner Funk.

Aye: David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham.
Nay: Sandra Steele.
Motion passed 5-1.

Motion made by Commissioner Williamson that based upon the evidence and explanations today to forward a positive recommendation to the City Council for the proposed amendments to section 19.18 with findings and conditions in the staff report. Seconded by Commissioner Funk.
Aye: David Funk, Hayden Williamson, Kirk Wilkins, Troy Cunningham.
Nay: Sandra Steele, Ken Kilgore.
Motion passed 4-2.

A short break was taken at this time.

5. **Work Session: Wildflower Village Plan 1, located west of Harvest Hills, DAI applicant.**
Planning Director Gabryszak presented the item. The applicant, DAI, has submitted a request for Village Plan 1 as part of the Wildflower development west of Harvest Hills. Village Plan 1 contains all of the property to the east of the future Mountain View Corridor excepting ~7 acres to be used for a Mountain View Corridor stormwater pond. Village Plan 1 assigns 571 ERUs to this property, as anticipated by the Community Plan.

Mindy Dansie and Brian Flamm, representing the applicant, were present.

Commissioner Kilgore noted the minimum setbacks were less than required. Planning Director Gabryszak said they were discussed in the community plan and already granted. He asked if the front yard maximum height in the fencing of 4' was granted. Planning Director Gabryszak responded that regardless they would have to comply with the clear site triangle requirement. She will verify if it is an exception or granted. He was concerned that the primary entrance sign is a lot higher than our code allows. Planning Director Gabryszak noted that was not granted yet, they are requesting that. It was decided at the community plan level to hold off on granting any sign exceptions until the Village Plan level. Planning Director Gabryszak noted the code for a residential entrance feature is 20 feet. The sign portion can be up to 10 feet with more than 100 dwelling units.

Commissioner Wilkins doesn't think we should allow something to much bigger than our code currently allows.

Brian Flamm mentioned that they have explored using this design for the community on things like mail boxes etc. that would fall outside of signs. One thing here is that they are on a slope and this is below the hill. They feel this will add value and they want to make this a solid community with a nice feel.

Commissioner Cunningham noted that before C/O would be granted that the front yards had to be completed, he asked how they would address that in the winter. Brian Flamm noted they would address that in the plans. City Attorney Thurman noted they could allow them to post a bond for that. Commissioner Cunningham asked how they would address water pressure issues. City Engineer Miner said they would not plat lots that were not serviceable. Commissioner Cunningham noted park amenities for kids but he didn't see any plans for very small children. Brian Flamm said the larger park would have different equipment for different ages.

Commissioner Williamson doesn't feel this entrance feature is an eyesore and if we would allow it without a sign on it what is the difference if they add a sign to the bottom. He noted the only buffer between the homes on the west side and Mountain View Corridor is a vinyl fence, he is concerned about sound. City Engineer Miner advised that he didn't think UDOT would build a wall where it wasn't already developed so it's a question of timing of which comes first. Brian Flamm added that upfront UDOT will be building a

ORDINANCE NO. 16-17 (8-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Title 19 of the City of Saratoga Springs Code, entitled "Land Development Code" was enacted on November 9, 1999 and has been amended from time to time; and

WHEREAS, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

WHEREAS, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

WHEREAS, the City Council has conducted a public hearing to receive comment on the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, following the public hearing, and after receipt of all comment and input, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply

with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of August, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	____
Michael McOmber	____
Stephen Wilden	____
Bud Poduska	____
Chris Porter	____

City Council
Staff Report

Author: **Chelese Rawlings, Finance Manager**
Subject: **Budget Policy Document Fiscal Year 2016-2017**
Date: **August 16, 2016**
Type of Item: **Approval**

CITY OF
SARATOGA SPRINGS

Summary Recommendation: Staff recommends approval of the Budget Policy Document for the fiscal year 2016-17.

Description

A. Topic

The Budget Document has received the GFOA for the Distinguished Budget Presentation Award for the fiscal years 2012, 2013, 2014, 2015 and 2016. The city will be submitting this document as well for the Distinguished Budget Presentation Award.

B. Background

The budget was adopted by City Council on June 7, 2016 for the fiscal year 2016-17. The budget document includes the following sections: Executive Summary, Operating Budgets, Financial Policies and Objectives, Supplemental, and Appendixes.

C. Analysis

When the budget document is approved it formalizes the City's resolve to remain fiscally and legally responsible.

Recommendation: Staff recommends approval of the Budget Document for the fiscal year 2016-17.

BUDGET DOCUMENT FOR THE CITY OF SARATOGA SPRINGS

FY 2016 – 2021

Prepared By

Mark Christensen, City Manager

Chelese Rawlings, Finance Manager

Daniel Widenhouse, Management Analyst

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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Mayor and City Council,

I am pleased to present the FY 2016 - 17 budget to you. The City of Saratoga Springs FY 2017 tentative budget reflects current and future issues that our community will face. In addition, I am pleased to report that the City of Saratoga Springs is in strong financial position. As stewards of public funds, the city administration strives to meet and exceed city council goals within the constraints of available financial, human, and capital resources. The recommendations found within this document are designed to maintain a strong financial position while providing and expanding quality services for our citizens. The following is an overview of the significant budgetary items and trends in the FY 2016 - 17.

Growth of the City

The national economy and housing market trends continue to improve, placing Saratoga Springs as one of the fastest growing cities in the state with a positive economic forecast for the near future. The City of Saratoga Springs currently has over 8,000 units in the planning approval process. Commercial investment in the city is also increasing, providing increased private services for our residents to enjoy.

With the uptick in the economy, tax revenue is increasing, and all major revenues are increasing. These revenues will allow the city to provide quality services to an increasing population. The city administration continues to monitor revenue forecasts and uses conservative methods to project future revenues. Though revenues are increasing, the demand for municipal services is growing at a faster pace than revenues. In addition, some revenues, namely property tax, are not received until more than a year after a home is built, further restricting available funds for providing services. In order to maintain fiscal soundness, the City must conservatively increase expenditures in addition to increasing revenues. The recommendations in this document try to strike an appropriate balance between both options.

Additional Personnel and Pay Plan

Due to the increased growth of the city, the workload of city staff has increased. By conducting workload analyses, department heads have determined the specific departmental needs for additional personnel. In conjunction with the need for additional personnel, the

EXECUTIVE SUMMARY

City contracted with a third party, Personnel Systems, to conduct a pay plan analysis. The analysis revealed several recommendations for providing market-driven pay to all city staff. The approved pay plan is presented in this document.

Capital Projects

With the increased growth, the city needs more capital infrastructure projects than ever before. The following are the major capital projects represented in this fiscal year's budget:

- Police Facility
- Sports Complex
- North Zone 2 Canal Turnout
- South Zone 2 Reservoir
- North Sewer Outfall Phase II

Conclusion

The proposed budget presented herein has been compiled with goals and objectives outlined by City Council. Moreover, pursuant to §10-6-109, Utah Code Annotated, the FY 2015 - 16 Adjusted budget, FY 2016 - 17, and FY 2018 – 21 budgets have been prepared for the City of Saratoga Springs using budgetary practices and techniques recommended by the Governmental Accounting Standards Board (GASB) and the Governmental Finance Officers Association (GFOA). As required by State law, the proposed budget is balanced and represents a fiscally conservative approach to meet the demands imposed by the national, state, and local economy.

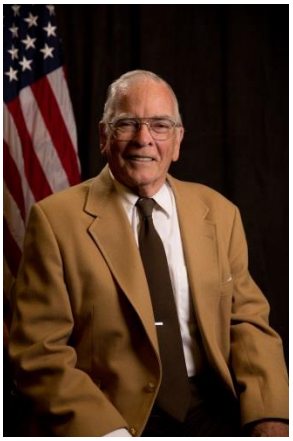
I submit this budget document for your review and approval. Thank you.

Mark Christensen

City Manager

Saratoga Springs Mayor and City Council

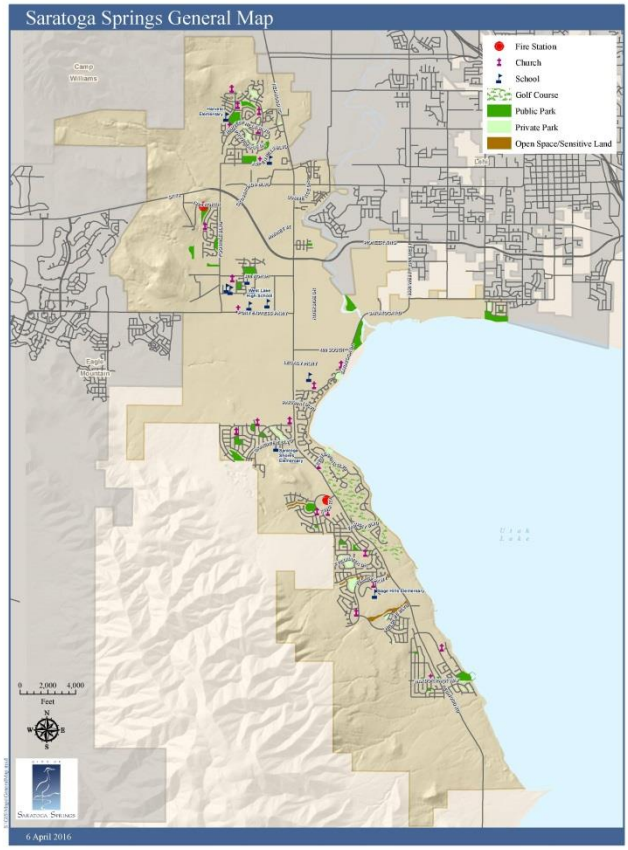
Mayor Jim Miller



(From the top-left: Bud Poduska, Shellie Baertsch, Michael McOmber, Stephen Willden, and Chris Porter)

COMMUNITY INFORMATION AND STATISTICS

Community Information and Statistics



The City of Saratoga Springs is a developing community located on the northwest shores of Utah Lake in the center of Utah's Wasatch Front Metropolitan Area. The City, incorporated in December of 1997, boasts a high quality of life that includes beautiful lakeshore living, a quiet and rural atmosphere, great air quality, superb views and an excellent central location midway between the Provo/Orem and Salt Lake City metro areas. There is excellent access to I-15, via Pioneer Crossing, for both north and south travel, and access to the Bangerter Highway via Redwood Road for quick travel to Salt Lake International Airport (30-40 minutes by car) or other critical locations north of the City. Provo/Orem is located approximately 20-25 minutes by car via I-15.

The City's population of more than 25,000 residents is a suburban population that works along the Wasatch Front but desires a quiet suburban area in which to live. The City is among the top ten highest growth cities in Utah, and as a region, the northern Utah County area has also experienced rapid development and growth in recent years. Even in a down economy, the cities of Saratoga Springs, Eagle Mountain, and Lehi continue to issue many development approvals and permits. The physical infrastructure to continue rapid residential growth is in place and regular planning ensures that transportation expansions map to population growth rates. The estimated combined population of these cities is 105,000 residents, mostly located west of the I-15 corridor.

Land development in the City has taken the form of large "master planned" communities with progressive land-use and zoning practices which have resulted in quality and diverse housing styles.

Saratoga Springs is only partially developed and it is expected that the build-out population of the City will be over 100,000 residents. Only 25 % of the land area within the City has

been developed or is planned to be developed. There are still several large parcels that remain as well as numerous smaller tracts that will one day be developed. In its General Land Use Plan, the City has sites planned for low, medium, and high density residential, neighborhood and regional parks, schools, commercial and office uses and large research and development properties.

The City provides many public services including water, sewer, police, garbage, and fire and emergency medical response. There is a fully functioning administrative office with staff providing city management, building permitting and inspections, engineering, development services, public works, utility billing, and records management. In addition to administrative functions, the City has a growing recreation program that provides year round recreational programs and clinics. This document includes budgets of all funds and account groups responsible for these activities, organizations, and functions that are related to the City and are controlled by or dependent upon the City's governing body, the Mayor and City Council.

The Saratoga Springs Special Improvement District is chartered under Utah law as separate legal governmental entity. This document includes reports of these entities since the Mayor and City Council are the appointed board members for these agencies.

The City operates under a six member council with the Mayor as a non-voting member of the legislative body. The Council has by ordinance established a city-manager form of government. Under this organizational structure, the Mayor and a five member Council appoint a city manager to act as the chief executive officer who oversees the daily operations of the City. The Council establishes policy and direction by enacting local legislation and adopting budgets; the city manager is responsible for implementing the Council's policies and direction. The Mayor is elected for a term of 4 years, while the Council is elected for 4 years with staggered terms.

The Mayor appoints seven members of the Planning Commission with the advice and consent of the City Council. The Planning Commission is a stipend position appointed to 4 year staggered terms. The Commission's primary responsibilities are to review and provide a recommendation on new development plans in accordance with the direction established by Council, zoning changes, and the general plan.

COMMUNITY INFORMATION AND STATISTICS

City Statistics

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Median Age	Unemployment Rate
2010	16,516	447,032,121	25,141	26.1	7.9
2011	17,781	474,366,480	21,209	22.6	6.5
2012	19,054	583,888,488	27,624	22.6	5.5
2013	21,137	unavailable	unavailable	unavailable	unavailable
2014	24,356	492,234,760	20210	24.3	3.4
2015	25,710	unavailable	unavailable	unavailable	unavailable

Table 1 - Demographic and Economic Statistics

	2015			2006		
Employer	**Employees**	**Rank**	**% of Total Employment**	**Employees**	**Rank**	**% of Total Employment**
Alpine School District	1,695	1	53%	350	1	43%
Wal-Mart Stores Inc.	500	2	16%	-	-	-
Lakeview Academy	250	3	8%	-	-	-
Smith's Food & Drug	249	4	8%	120	3	15%
City of Saratoga Springs	200	5	6%	125	2	25%
Vivint/ARM Security	60	6	2%	-	-	-
Dean Flour, LLC	40	7	1%	-	-	-
McDonald's	40	8	1%	-	-	-
Riding Siding	40	9	1%	-	-	-
Arctic Circle Restaurants	40	10	1%	40	5	5%
Total City Employment	3207			812		

Table 2 - Principal Employers

Operation Indicators by Function	2015
Fire Protection	
# of full-time employees	10
# of part-time	32
Fire calls for service	257
Medical calls for service	704
Police Protection	

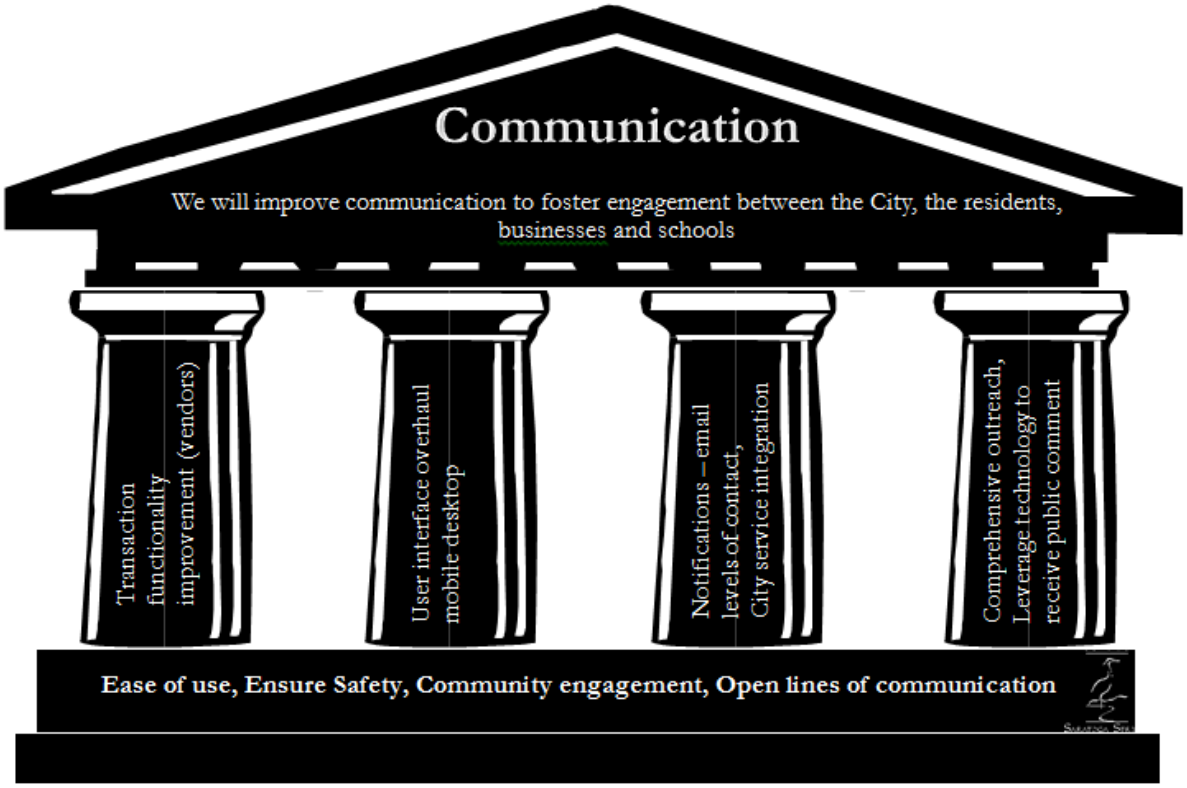
# of officers	19
Police calls for service	13,655
Municipal Water Services	
# of connections	6,282
Gallons billed/day	1,162,300
Municipal Sewer Services	
# of connections	6,282
Municipal Refuse Services	
# of first cans	5,261
# of second cans	1,374
# of recycle cans	5,077
Business Licenses	
# of licenses issued	551
Building and Construction	
# of building permits issued	550
# of residential units – single family	257
# of residential units – multi-family	90
Parks and Recreation	
# of football participants	221
# of basketball participants	936
# of soccer participants	1,739
# of t-ball participants	386

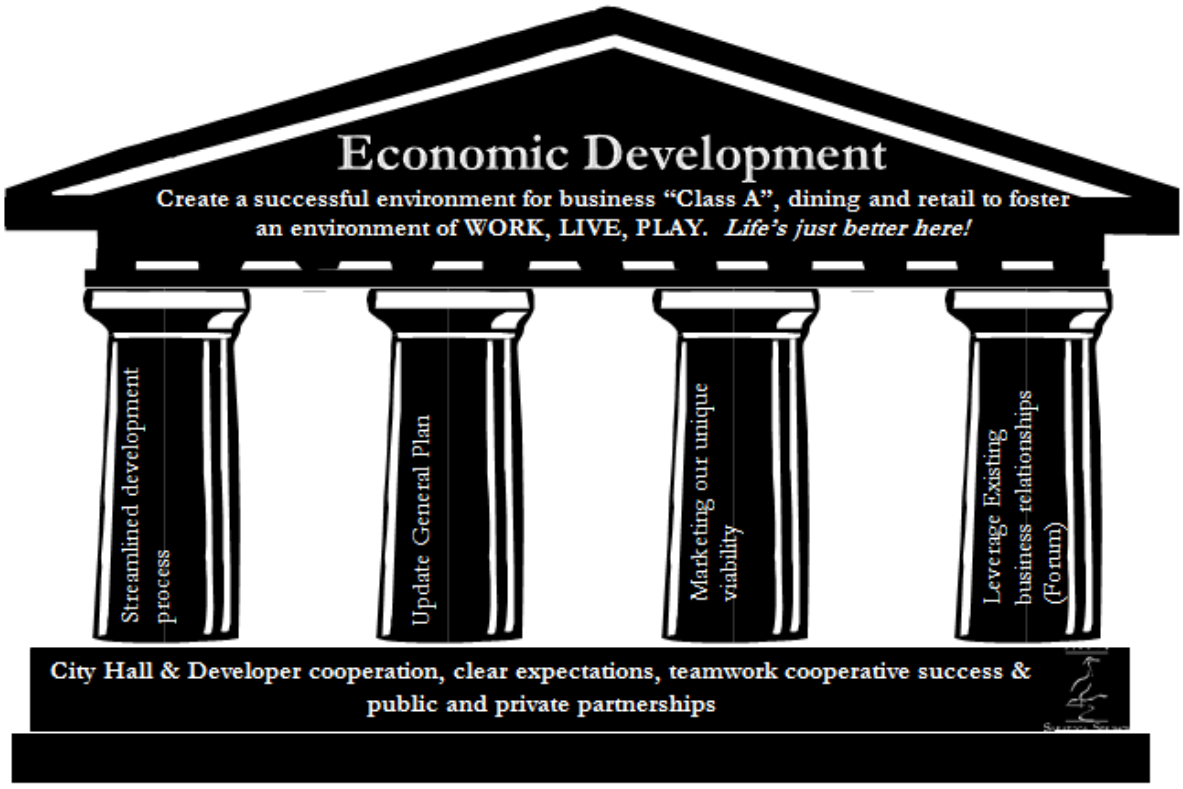
Table 3 - Operation Indicators by Function

Capital Assets by Function	2015
Streets	
# of lane miles	85
# of street lights	1,583
Fire Protection	
# of stations	2
# of fire hydrants	1,209
# of fire pumping vehicles	3
Police Protection	
# of stations	1
Education	
# of high schools	1
# of junior high schools	1
# of elementary schools	7
Municipal Water Facilities	
Miles of water mains	210
Municipal Sewer Facilities	
Miles of sewer mains	94
Parks and Recreation	
# of parks	24
Park and open space acreage	140

Table 4 - Capital Assets by Function

LONG-TERM STRATEGIC GOALS





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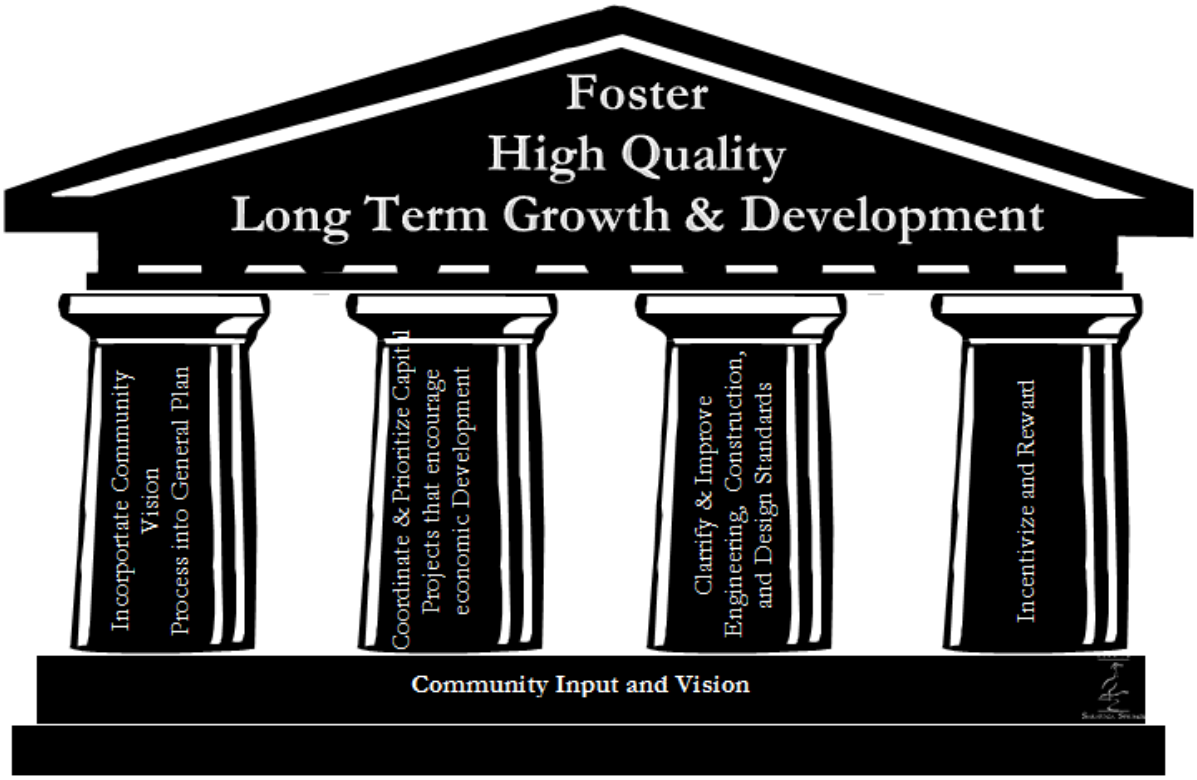

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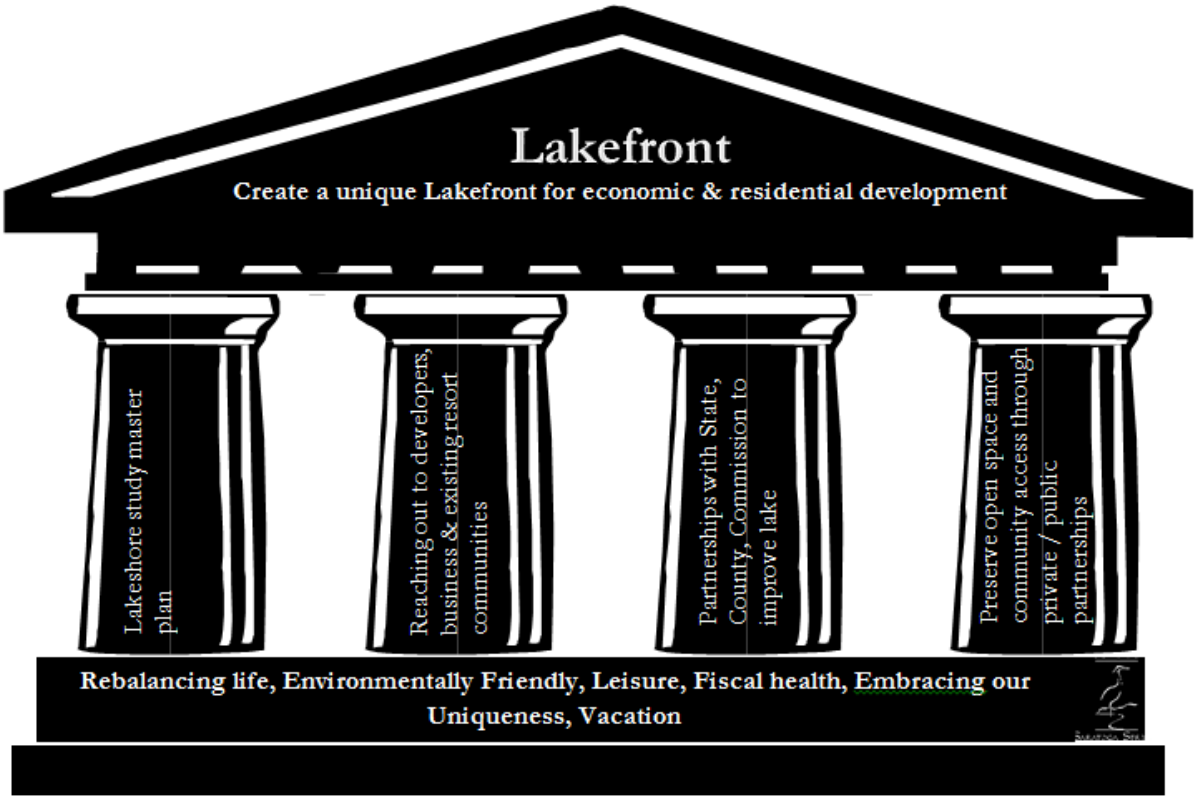

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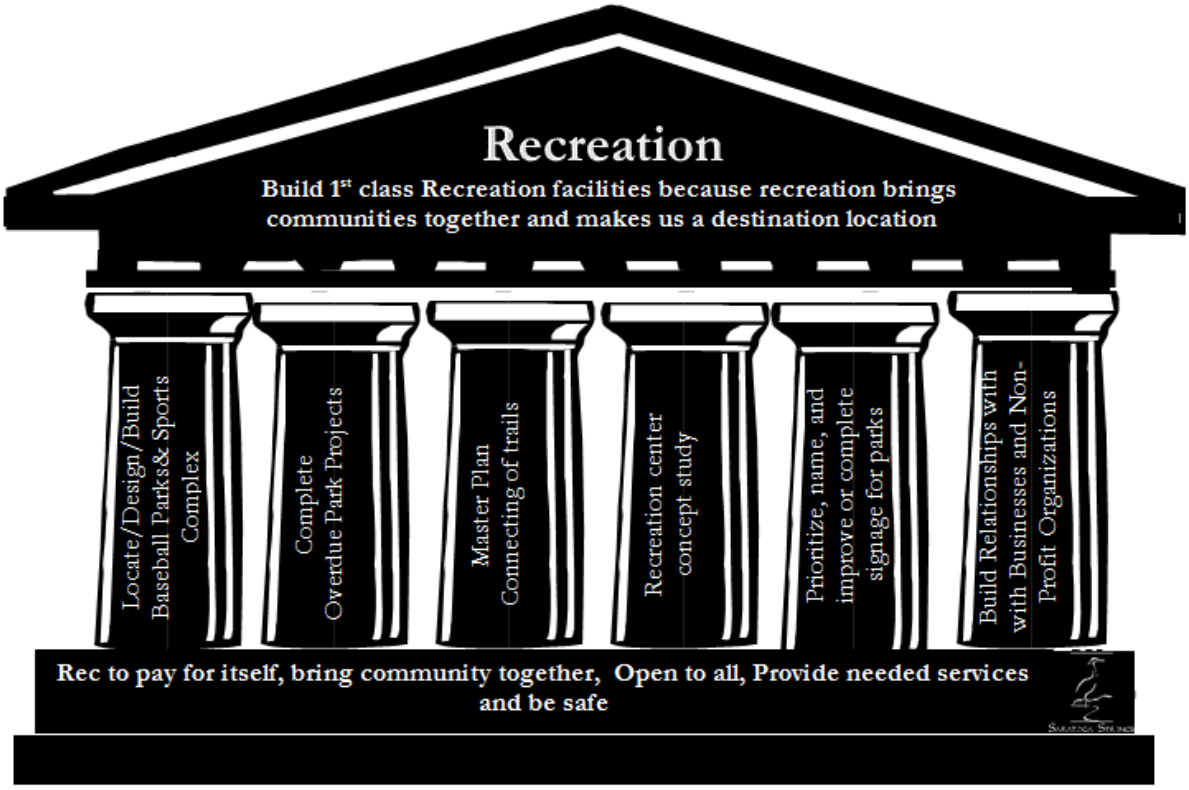
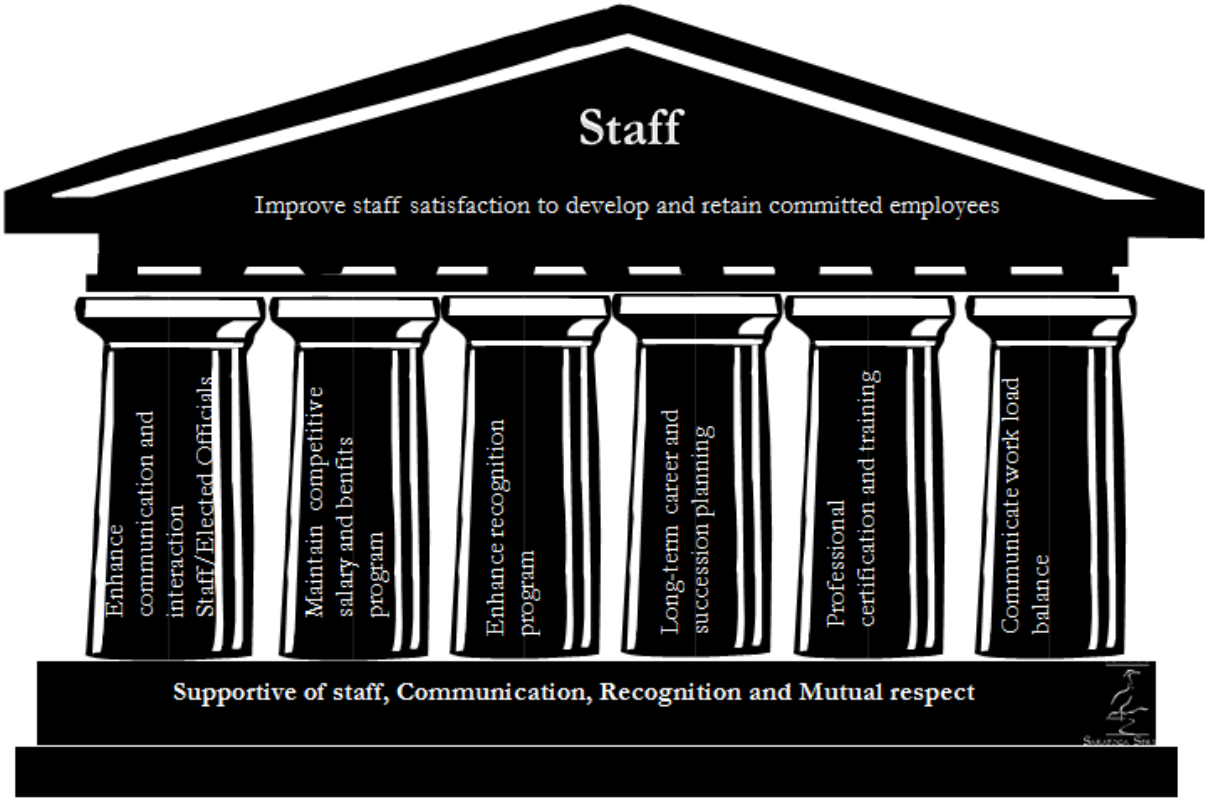




SHORT-TERM AND UPCOMING ISSUES

Growth of the City

Northern Utah County and southern Salt Lake County are rapidly developing and are among the fastest growing areas of the country. With a build-out of only 21%, Saratoga Springs is poised to continue holding a place in the top ten fastest growing cities in Utah. The tables below show historical growth rates and future projections for population.

Saratoga Springs Population (Past)		
Year	**Percent Change**	**Population**
2010		16,516
2011	8%	17,781
2012	7%	19,054
2013	11%	21,137
2014	15%	24,356
2015	6%	25,710

Table 5 - Saratoga Springs Population (Past)

Saratoga Springs Population Estimates		
Year	**Percent Change**	**Population**
2020	(from 2015) 52%	39,186
2030	43%	58,496
2040	26%	78,987
2050	27%	107,900
2060	19%	134,000

Table 6 - Saratoga Springs Population Estimates

Population estimates are based on projections using a combination of prior growth rates, current planning application numbers, and the correlation with the number of building permits. The tables below show both historical and projected planning application and building permit counts.

Saratoga Springs Building Permits		
Calendar Year	**Percent Change**	**Count**
2010		365
2011	13%	411
2012	23%	506
2013	6%	537
2014	-13%	467
2015	26%	587
2016	70%	1000 (projected)
2017	-15%	850 (projected)
2018	22%	967 (projected)

2019	21%	1,170 (projected)
2020	20%	1,402 (projected)

Table 7 - Saratoga Springs Building Permits

Saratoga Springs Planning Applications				
Application Type	**2012**	**2013**	**2014**	**2015**
Ag Protection	0	2	0	1
Annexation	0	1	1	1
Change of Use	0	0	0	2
Code Amendment	0	1	3	1
Community Plan/Amend	0	1	1	4
Concept Plan	8	24	20	16
Conditional Use	6	4	6	6
Final Plat	10	30	13	23
Home Occupation	0	4	9	10
Lot Line Adjustment	3	1	8	2
MDA	4	6	2	1
Minor Subdivision	1	2	1	2
Plat Amendment	1	0	1	4
Preliminary Plat	7	25	14	17
Rezone/GPA	4	2	5	18
Sign Permit	11	7	15	21
Site Plan - new/amend	12	10	10	17
TUP	0	0	10	7
Variance	2	1	1	3
Village Plan	0	1	4	1
Other			1	2
Total Applications	69	122	124	157
Average Applications/wk.	1.33	2.35	2.38	3.41

Table 8 - Saratoga Springs Planning Applications

At several staff leadership meetings throughout the year, department heads and supervisors determined that the number one problem facing each department individually and the city as a whole was staffing. They identified several issues that have or can occur with a lack of staffing:

1. Poor customer service
2. Low employee morale/increased burn out rate
3. Increased service/response times
4. Lack of flexibility in providing additional services

SHORT-TERM AND UPCOMING ISSUES

The city manager tasked each department head with developing a workload and personnel matrix to determine, using appropriate data analytics techniques, appropriate staffing levels. These analyses were presented at the 2016 Annual City Council Retreat. Based on these analyses, department heads submitted their requests for additional personnel for the next five years, including promotions of current staff. The approved personnel requests are located in the individual department sections in the Departmental Information section of this document. Any unapproved personnel requests are located in the budget request appendix.

Pay Plan

Scope and History

Upon direction from the Council last fall, Staff contracted with a consultant to evaluate the best compensation methodology to be competitive within local government. The consultant chosen for the contract was Mike Swallow from Personnel Systems & Services (PSS). The purpose of this study was to update the City's compensation methodology. The previous methodology led to several problems including but not limited to being unable to find an adequate enough sample size for some positions, internal inequity issues, and questions from employees about wage progression; one of the many consequences of these problems is the difficulty to keep employees with valuable institutional knowledge. PSS also demonstrated that a 20 percent pay band was significantly smaller (approximately 45 percent average) than other pay bands currently in use by other public entities. The analysis was a diagnostic evaluation of the general philosophy and methodology of the pay plan.

Analysis

At the beginning of the project, PSS met with the two City Council Members assigned to this project and upon their recommendations conducted the following analysis.

PSS worked with staff to identify the employee's ranking prioritization of job values and a ranking methodology that helps establish job classifications. He then studied the City's previous compensation methodology and came back with the following recommended changes:

1. **To create an internal equity measure to meet FLSA guidelines for pay compensation**. This was achieved by reviewing all City job descriptions and utilizing a job values methodology to assign each position a numeric value; this allows us to compare the relative values of each position.

2. **Expanding the benchmarking data set**. During his analysis he recommended expanding the data set, which ensures that we have more data points to compare going forward; he also found that when including a larger group of organizations in the data set the wages were within 1% of the previous benchmarking methodology.
3. **Moving to a market based minimum compensation methodology**; this will allow the City to be more competitive in all personnel positions of the pay structure and should increase the City's ability to retain key employees. This methodology involves utilizing the data gathered and establishing a minimum rate for each position based on the market data, then utilizing a range to establish the maximum and midpoint. The survey data average range for all positions was 44.34% and he recommends rounding that number up to 45%.
4. **Bring all existing employee to the minimum of the range** (so long as there is no performance related reason for keeping the employee below the range). There are only a few existing positions that are currently being paid under the minimum, most current actual pay ranges fall between the minimum and the midpoint of the new pay ranges.
5. **Hiring and Annual growth within the range.**
   a) New employees should be hired between the minimum and the midpoint. Their hire wage should be based on how the job qualifications outlined in the job description, the closer they are to matching the requirements the closer they can be hired to the midpoint of the range.
   b) Existing employee's whose current pay falls between the minimum and midpoint will be eligible for up to a five percent annual raise. The actual amount of the wage increase will be based upon their annual performance evaluations and goals. By adding the entire increase to the base wage, employees who are at the beginning of their career will see the direct effects of learning their job and becoming proficient at that job. From the minimum base wage, most positions will take between four and seven years, at a five percent annual increase, for an employee to reach the midpoint base wage.
   c) Existing employee's whose current pay falls between the midpoint and maximum will be eligible for up to a three percent annual increase and a two percent annual bonus. The actual amount of the wage increase and bonus will be based upon their annual performance evaluations and goal accomplishments. By splitting the increase into a wage base pay increase and a bonus, employees continue to progress towards their range maximum, albeit at a reduced rate when compared with employees below their midpoint, while receiving the benefits of both a raise and a one-time bonus. From the midpoint base wage, most positions will take

between eight and twelve years, at a three percent annual increase, for an employee to reach the maximum base wage.

d) An employee who is hired at the minimum of the range would take, on average, between 12 and 19 years to reach the maximum of their range assuming that there are no updates to the ranges. It can be assumed that the ranges will adjust over time as the market wages grow or contract.

e) When an employee reaches the maximum of the range, growth can only occur with any annual market adjustments. However, they will continue to be eligible for the annual performance bonus.

The following table demonstrates the abovementioned parameters:

Wage Placement	Annual Merit Increase
Minimum up to Midpoint	Amount awarded shall be added to the employee's base pay
Midpoint up to Maximum	Amount awarded shall be divided between the employee's base pay and a bonus
At Maximum	Amount awarded will be in the form of a bonus

Table 9 - Merit-Based Increases

Section XIV: Salary Planning

The text below is the proposed pay plan policy update to the Personnel, Policies, and Procedures manual for the City.

SECTION XIV: SALARY PLANNING

---

1. GENERAL INTENT. The City of Saratoga Springs, Utah wishes to implement a policy with respect to the salaries of elected officers, statutory employees, and all other employees, whether exempt or nonexempt under the Federal Fair Labor Standards Act. This policy shall not limit, replace, or take precedence over the City Council's legislative discretion to determine the compensation of its employees.

To maximize efficiency and performance, the City's policy is to compensate employees for performance and exceptional merit, and to provide a compensation strategy to govern effective and sustainable pay philosophy. Therefore, all employees shall be evaluated annually by the City Manager or designee for performance of their duties to determine whether they are eligible for an increase in compensation or a merit bonus. It shall be the responsibility of the City Manager to adopt reasonable and objective criteria for determining the performance

of City employees and the appropriate compensation authorized within the Council-approved budget.

2. PAY PLAN DEVELOPMENT AND ALLOCATION.

A. General Policies and Procedures

(1) In an effort to be competitive within local government, the City Council has selected to use the methodology adopted in the most recent pay study. This study determines minimum, midpoint and maximum pay ranges using all data points from participating organizations in the Utah market data set.

(2) Based on satisfactory job performance, the City Council will attempt to compensate its employees up to a percentage increase identified and adopted by the Council during the budget process based on the salaries and compensation of benchmark organizations. The total amount of compensation will be determined on a yearly basis subject to the discretion of the City Council as part of the budget approval process.

(3) The City Manager shall make a recommendation to the City Council during the budget submittal for compensation of City employees. Said recommendation shall be based on performance, a comparison of the available market data, and the relative financial condition of the City.

(4) At no time shall these policies be interpreted as contractual or binding on the City. The City Council has the legislative discretion under the Utah Constitution to determine the compensation of its employees.

(5) Part-time positions shall be benchmarked as described above—minus benefits—of a full-time position, unless adequate part-time benchmarks are available.

3. APPOINTMENT.

A. Pay for newly hired employees should normally be set at the minimum of the pay range assigned to a job class. However, the City Manager may approve hires as warranted by job qualifications and experience and subject to the availability of funds.

B. The City Manager shall not authorize hiring above the midpoint of a pay range unless the City Council gives prior approval and the candidate is exceptionally qualified to warrant such compensation.

C. Part-time positions are budgeted as described above. The City Manager or designee may use discretion in staffing these positions so long as: each individual employee's

total annual hours remain under the City's maximum part-time annual limit; and departmental part-time wages do not exceed their annual budget.

4. PAY FOR PERFORMANCE.

A. The City Manager, upon approval of the City Council, shall adopt performance increase guidelines effective July 1 of each fiscal year subject to funding in the approved budget.
B. Employees may be eligible to receive a merit increase based on performance subject to a satisfactory performance evaluation.
C. Employees whose performance is rated less than satisfactory shall not be eligible to receive a merit increase.
D. The City Manager, or designee, must complete an employee's performance evaluation at least within sixty (60) days preceding the effective date of a merit increase.
E. Movement within the pay range may occur as outlined in the following table.

Wage Placement	Annual Merit Increase
Minimum up to Midpoint	Amount awarded shall be added to the employee's Base Pay
Midpoint up to Maximum	Amount awarded shall be divided between the employee's Base Pay and a bonus
At Maximum	Amount awarded will be in the form of a bonus

5. SALARY ADJUSTMENT.

A. The City Manager may recommend a salary adjustment in order to mitigate inequities, pay freezes, or other external market conditions.
B. The City Manager shall submit a written rationale supporting the recommendation to the City Council.
C. A salary adjustment is subject to the availability of funds and approval of the City Council within the approved or amended budget of each department.

6. PROMOTION.

A. At the discretion of the City Manager, a salary increase shall be granted to an employee receiving a promotion.
B. The City Manager may approve an increase to the new wage when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualifications and subject to the availability of funds.

7. REASSIGNMENT. Except when due to a demotion, or a disciplinary action, layoff, reorganization, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.

8. RECLASSIFICATION.

A. If the City Manager reclassifies a position to a higher level, the City Manager shall adjust the employee's salary to at least the minimum of the new range based upon increased responsibility. The City Manager may temporarily increase the wage of an employee who is assigned to an interim or acting position.
B. A reclassification increase is subject to the availability of funds and the discretion of the City Council during the budget approval process.
C. If the City Manager reclassifies a position to a lower level of responsibility, the employee's salary may remain the same.

9. DEMOTION. If an employee is demoted, either voluntarily or involuntarily, the City Manager may reduce the salary to the applicable pay range.

10. BENEFITS.

A. Suspended Employee.
   (1) An employee suspended without pay for disciplinary reasons shall continue to be eligible to receive the following Saratoga Springs benefits: retirement, health, dental, disability and life insurance programs subject to the conditions set forth in paragraph 11.A. (2) below except as otherwise provide by law.
   (2) The employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.
B. Part Time Employee.
   (1) Part-time, temporary, and seasonal employees do not qualify for benefits regardless of the number of hours worked except as otherwise provide by law.

<u>Funding Source</u>

Funding for the proposed pay plan will come out of the respective departmental budgets in the City's general and enterprise funds.

SHORT-TERM AND UPCOMING ISSUES

Capital Projects

Police Facility

- New police facility that houses the entire police department. In addition, the Justice Court department, including the court room and offices, will be housed in this facility. Think Architecture has the design contract. Paid for out of Police Impact Fee Fund. Cost: $3,000,000. FY 2017 - 18

North Zone 2 Canal Turnout

- Utilizes the ULD canal water for secondary water for the North Zone system. Part of the Secondary Water Master Plan. Begin Spring 2017.

South Zone 2 Reservoir

- As development dictates, improvement south of Lake Mountain Estates. Storage for secondary water for all new development south of Lake Mountain Estates. $1,650,000. Constructed ADO (as development occurs).

North Sewer Outfall Phase II

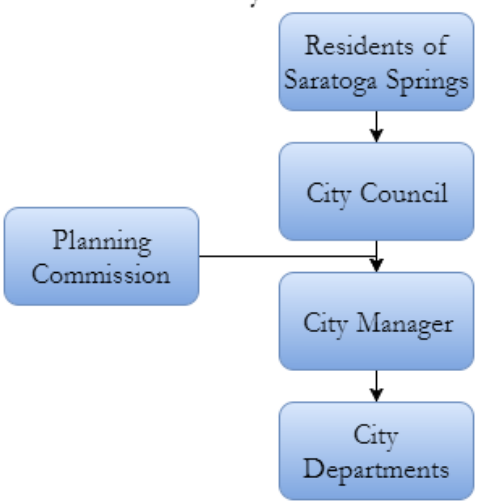
- Under Construction. Second phase of North Gravity Sewer Master Plan. Scheduled for finished May 1, 2016.

Sports Complex

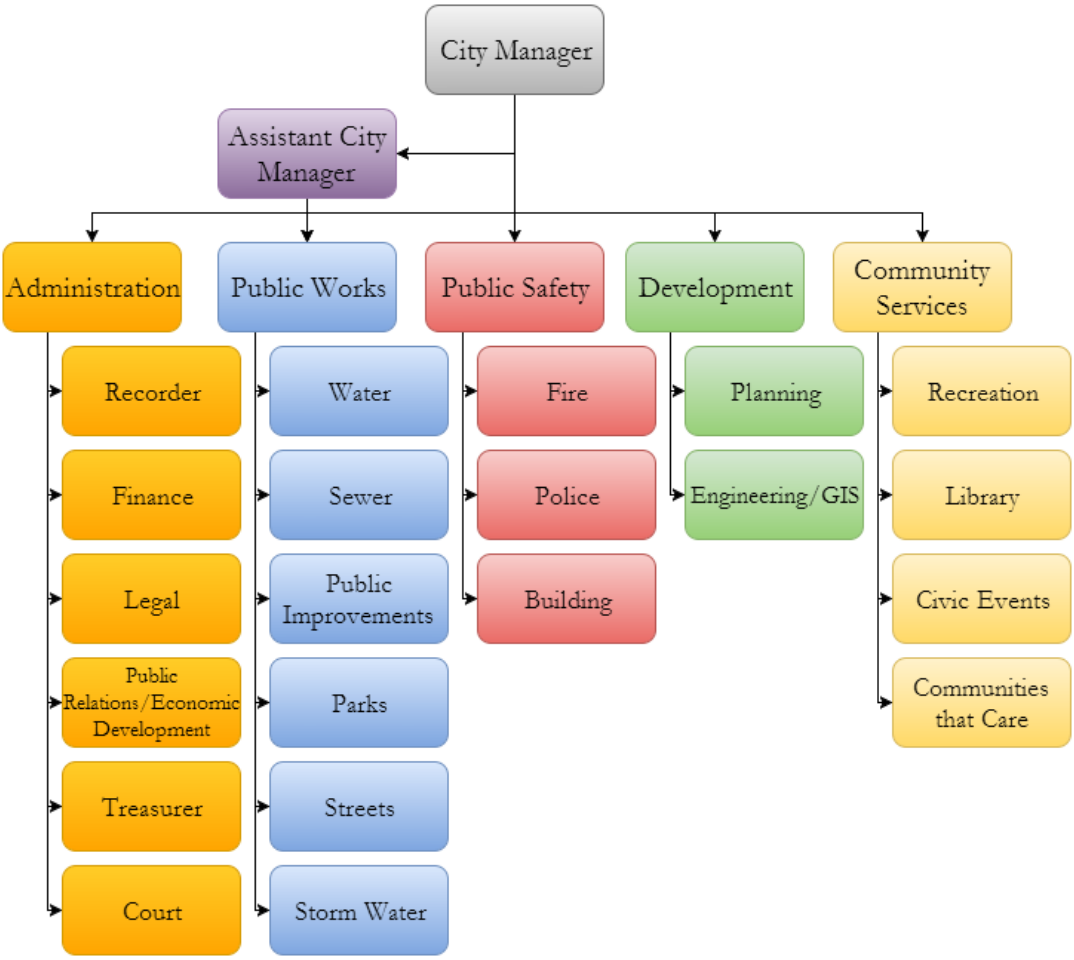
- Sports complex. Estimated 8 baseball/softball fields, 4 - 5 soccer fields with a possible additional 3 baseball/softball fields. Estimated cost between $7 - $10 million. The fields will have lighting apparatus for night games. The park will also have play structures, score-keeper towers, bathroom facilities, and parking.

Organizational Charts

Overall City Structure



City Departments



FINANCIAL STRUCTURE, POLICY, AND PROCESS

Fund Structure and Basis of Accounting

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in the related Governmental Accounting Standards. The City is considered financially accountable for an organization if the City appoints a voting majority of that organization's governing body, or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered financially accountable for an organization if that organization is fiscally dependent on the City. The City has no component units.

State law requires that budgets be prepared for the following funds: general fund, special revenue funds, debt service funds, and capital improvement funds. All City funds are accounted for in accordance with Generally Accepted Accounting Principles (GAAP).

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

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

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

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

The City reports the following governmental funds:

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

Special Revenue Fund – The Special Revenue Fund is used to account for the proceeds of specific revenue sources that are restricted or committed for specified purposes. The City has one special revenue fund that operates the street light program funded by property owner assessments.

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

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

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

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

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

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

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

for such funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

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

General Fund	Enterprise Funds	Special Improvement
General Government	Water	Street Lighting
Public Safety	Sewer	
Highways & Public Improvements	Storm Drain	
Parks and Recreation	Garbage	
Economic Development		
Library		

Table 10 - Functional Units by Fund Type

Long-term Financial Policies

The long-term financial policies for the City are found in the Policies and Objectives section near the end of the document.

Budget Process

The budget process is a way to link Council's goals to the day-to-day operations of the City. Through the budget process, the Council will adopt a budget and financial plan that will serve as a policy document for implementing the Council's goals and objectives. The budget provides the staff and other resources necessary to accomplish goals and programs established by the City Council as well as a plan that establishes performance expectations for each department.

The budget process is an essential element of financial planning, management, control, and evaluation for the City. Additionally, the budget process offers a series of public hearings for consumers of governmental services to give input on city sponsored programs and levels of services.

According to state statute, the budget officer (City Manager) shall prepare and file a proposed budget with the City Council by the first scheduled Council meeting in May. The

proposed budget must be available for public inspection during normal business hours after it has been filed with the City Council. The Council holds at least one public hearing on the proposed budget. Before June 22, the Council must adopt either a tentative budget if the certified tax rate is to be exceeded (tax increase) or a final budget and proposed tax rate (no tax increase). If there is a property tax increase, the Council holds an additional public hearing before adopting the budget by August 17. This year there is no property tax increased proposed as part of the City Managers recommended budget.

The City begins the budget process in January with the City Council identifying goals and objectives for the next year. Each department director is responsible for preparing budget requests for each program, under the assumption that basic services will be maintained at current levels and adequately funded. Council objectives are addressed either in the current level budget or as additional options for enhanced, increased, or decreased service levels proposed by the departments. The City Manager reviews budget requests, including budget options, with each department director and develops a proposed budget balanced within the limits of the current available resources or with a proposed increase in fees and/or tax revenues. Between the second City Council meeting in March and the first meeting in June, the Council has the opportunity to review the proposed budget, consider public comment, and finally, adopt a balanced budget. The operating budget is adopted on an annual basis. Capital construction normally takes place over more than one fiscal year; therefore, capital budgets are adopted on a project length basis.

Budgetary Control

Budgetary control of each fund is maintained at the department level. Department directors play an active and important role in controlling the budget. Expenditures may not exceed appropriations at the department level. The City Council may amend the budget by motion during the fiscal year; however, increases in overall fund budgets (governmental funds) require a public hearing. However, enterprise fund budgets may be increased by the City Council without a public hearing.

Considerations for Funding

Requests for increased funding or levels of service should be considered at one time rather than in isolation or on a "piecemeal" basis. This policy does not preclude budget adjustments pursuant to state laws, but encourages that budget decisions, where possible, be part of the comprehensive process.

Departments are given specific instructions during the budget process that all budget requests must meet certain criteria prior to being considered by the City Council. Generally, the criteria is as follows: (1) budget requests are directly tied to the established Council goals,

(2) the department can demonstrate through quantifiable means that there is an outstanding need, or (3) the request is offset by a new revenue source, or (4) the request is directly tied to an expense reduction in the department's existing operating budget. Consideration must be given that new requests might require a budget reduction in future budget cycles to offset the request. This stringent process assists the City in acting fiscally responsible and clearly communicates expectations for budget requests. In addition to the above-mentioned criteria, all requests should meet at least one of the following criteria:

1. Requests should be offset with equal or greater reductions within a department's budget.
2. New personnel requests must be discussed with the City Manager prior to submitting the request.
3. Requests are offset with budget reductions in the same budget category. For example, a new personnel request should be offset with existing personnel funding, materials should offset materials, etc. Personnel requests offsetting existing funds other than personnel are discouraged and will be subjected to a heightened review.
4. Request demonstrates an exceptional need that could not have been anticipated during the budget process.
5. Request is specific for a Council program or goal.
6. Request generates new revenues.
7. Request fulfills federal, state, or local mandates.

Budget Calendar

December

- Budget calendar and instructions presented to departments. Department mid-year performance measures due. Pay plan updated.

January

- Legislative body identifies community goals and objectives. Tentative capital improvement plan released.
- Departments submit budget options and tentative performance measures. Departments meet with City Manager and Finance Manager to discuss options and performance measures. Begin rate and fee analysis.

February – March

- Compilation of tentative budget

April

- Tentative budget presented to Council. Staff presents introduction, executive summary, and budget policies.

April - May

- The Council holds public hearings on the proposed tentative budget. Staff presents operating and capital budgets, tentative rate, and fee schedule. Council adopts tentative budget.

June

- The Council holds public hearings on the proposed tentative budget; Council adopts final budget, certified tax rate and fee schedule (adopted prior to June 22nd state deadline if no property tax increase

July - August

- The Council notices and holds Truth-in-Taxation Public Hearing (ad run twice in the two weeks preceding the hearing). Council adopts final budget and certified tax rate.

Additional Budget Dates and Deadlines

- July 17 – Budget due to State Auditor's Office (no property tax increase)
- August 30 - Budget published and available on-line
- September 17 - Budget due to State Auditor's Office (property tax increase)
- September 17- Submit Budget Document to Government Finance Officers Association for their Budget Presentation Award
- September 30 – Final Budget Document made available

On or before the last day of the fiscal period in which a final budget has been adopted, budget amendments may become necessary to increase estimated revenues and appropriation budgets in certain funds. The Council, prior to approving budget amendments, must hold a public hearing to solicit public input.

Budget Award

It is the intent of the City Manager to present this budget document to The Government Finance Officers Association of the United States and Canada (GFOA) for the Distinguished Budget Presentation. To receive this award, the City must publish the document that meets program criteria as a policy document, operations guide, financial plan, and communication device. The award is significant because it demonstrates adherence to budget policies and positive planning efforts. The award is an external measure of the proactive budgeting practices the City is employing and is valid for a period of one year. We believe this budget conforms to GFOA requirements and we will submit the budget when we apply for this prestigious award.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Saratoga Springs

Utah

For the Fiscal Year Beginning

July 1, 2015

Executive Director

FINANCIAL SUMMARY

This section is a discussion about the revenues, expenditures, debt service, capital projects, and the effect of those capital projects for each major fund. These terms are defined as the following:

- Fund Balance/Fund Equity– Difference between assets, liabilities, deferred outflows of resources, and deferred inflows of resources.
- Revenues: Income
- Expenditures – decreases in net financial resources not properly classified as other financing uses.
- Debt Service Fund: Governmental fund type used to account for accumulations of resources that are restricted, committed, or assigned to expenditure for principal and interest.
- Capital Projects Fund: Fund type used to account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets (excluding capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments).
- Effect of Capital Projects: The extent to which significant nonrecurring capital expenditures will affect the City's current and future operating budget and the services that the City provides.

Fund Balance

Fund balance is a crucial measure for understanding the financial health of any organization. Each fund starts the year with the previous year's ending fund balance. After revenues are added and expenditures are subtracted, the fund is left with an ending fund balance that is then used for the beginning fund balance next year. Fund balance is tracked for each individual fund and as a sum of the funds of the whole city. Below is a table that shows the ending fund balance as of FY 2015. Following that table is another that shows the ending fund balance changes from the previous year to next year.

FINANCIAL SUMMARY

Ending Fund Balance Available for Appropriation						
	FY2015	FY2014	FY2013	FY2012	FY2011	FY2010
General (10)	2,989,076	2,068,425	2,508,347	2,478,911	1,782,816	1,601,996
Street Lighting (22)	312,302	263,404	217,842	248,903	202,031	134,285
SSD Street Lighting (23)	18,639	71,372	65,266	56,822	47,422	35,306
Zone 2 SID (24)	4,377,687	3,838,405	4,249,350	3,848,755	2,816,663	3,232,154
Storm Drain Capital (31)	800,194	1,164,195	1,174,415	926,714	967,267	2,236
Parks Capital (32)	2,384,835	2,188,161	1,873,455	1,257,409	2,003,254	30,576
Roads Capital (33)	4,806,871	5,052,920	4,849,350	4,390,342	2,642,930	(1,019,470)
Public Safety (34)	1,364,610	1,050,193	774,905	388,248	(19,515)	(20,833)
General Capital Proj (35)	4,494,275	2,191,284	3,487,928	1,391,991	1,814,917	190,618
Water (51)	2,439,563	1,555,300	603,382	(105,967)	829,955	709,853
Sewer (52)	3,000,071	2,496,735	1,968,418	2,048,873	1,653,172	1,323,462
Wastewater Capital (53)	167,594	197,722	764,350	725,624	450,659	(2,335)
Storm Drain (54)	247,132	327,822	263,163	164,687	99,468	63,523
Garbage (55)	221,341	111,297	349,737	272,577	220,132	126,608
Water Capital Proj (56)	(359,254)	560,607	72,576	1,772,269	1,422,018	(9,000)
Secondary Capital Proj (57)	601,720	116,356	(84,510)	220,996	250,514	1,800
Ending Fund Balance	**27,866,658**	**23,254,198**	**23,137,974**	**20,087,153**	**17,183,704**	**6,400,779**
This includes Cash, Current Liabilities, and Current Receivables						

Table 11 - Ending Fund Balance History

Percent Change in Ending Fund Balance from Previous Fiscal Year						
Fund	**FY 2015**	**FY 2014**	**FY 2013**	**FY 2012**	**FY 2011**	**FY 2010**
General (10)	45%	-18%	1%	39%	20%	45%
Street Lighting (22)	19%	21%	-12%	23%	88%	19%
SSD Street Lighting (23)	-74%	9%	15%	20%	50%	-74%
Zone 2 SID (24)	14%	-10%	10%	37%	80%	14%
Storm Drain Capital (31)	-31%	-1%	27%	-4%	242%	-31%
Parks Capital (32)	9%	17%	49%	-37%	53%	9%
Roads Capital (33)	-5%	4%	10%	66%	89%	-5%
Public Safety (34)	30%	36%	100%	-2090%	0%	30%
General Capital Proj (35)	105%	-37%	151%	-23%		105%
Water (51)	57%	158%	-669%	-113%	12%	57%
Sewer (52)	20%	27%	-4%	24%	85%	20%
Wastewater Capital (53)	-15%	-74%	5%	61%	270%	-15%
Storm Drain (54)	-25%	25%	60%	66%		-25%
Garbage (55)	99%	-68%	28%	24%	134%	99%
Water Capital Proj (56)	-164%	672%	-96%	25%	121%	-164%
Secondary Capital Proj (57)	417%	-238%	-138%	-12%	19%	417%
Total Ending Fund Balance	20%	1%	15%	17%	77%	20%

Table 12 - Percent Change in Ending Fund Balance from Previous Fiscal Year

FINANCIAL SUMMARY

The General (10), Street Lighting (22), SSD Street Lighting (23), Parks Capital (32), Public Safety (34), General Capital Projects (35), Sewer (52), and Secondary Capital Projects (57) funds all increased by 10% or greater over the previous year. The increase in fund balance is due to an increase in revenues over that which was estimated using the revenue projection model. Below is a table showing the beginning fund balance for each fund.

Beginning Fund Balance Available for Appropriation						
	FY2015	**FY2014**	**FY2013**	**FY2012**	**FY2011**	**FY2010**
General (10)	2,068,425	2,508,347	2,478,911	1,782,816	1,601,996	905,031
Street Lighting (22)	263,404	217,842	248,903	202,031	134,285	76,617
SSD Street Lighting (23)	71,372	65,266	56,822	47,422	35,306	24,167
Zone 2 SID (24)	3,838,405	4,249,350	3,848,755	2,816,663	3,232,154	(521,443)
Storm Drain Capital (31)	1,164,195	1,174,415	926,714	967,267	2,236	398,368
Parks Capital (32)	2,188,161	1,873,455	1,257,409	2,003,254	30,576	3,741,074
Roads Capital (33)	5,052,920	4,849,350	4,390,342	2,642,930	(1,019,470)	4,102,054
Public Safety (34)	1,050,193	774,905	388,248	(19,515)	(20,833)	1,093,882
General Capital Proj (35)	2,191,284	3,487,928	1,391,991	1,814,917	190,618	-
Water (51)	1,555,300	603,382	(105,967)	829,955	709,853	961,234
Sewer (52)	2,496,735	1,968,418	2,048,873	1,653,172	1,323,462	387,356
Wastewater Capital (53)	197,722	764,350	725,624	450,659	(2,335)	167,781
Storm Drain (54)	327,822	263,163	164,687	99,468	63,523	-
Garbage (55)	111,297	349,737	272,577	220,132	126,608	70,019
Water Capital Proj (56)	560,607	72,576	1,772,269	1,422,018	(9,000)	1,178,697
Secondary Capital Proj (57)	116,356	(84,510)	220,996	250,514	1,800	1,329,878
Beginning Fund Balance	**23,254,198**	**23,137,974**	**20,087,153**	**17,183,704**	**6,400,779**	**13,914,715**
This includes Cash, Current Liabilities, and Current Receivables						

Table 13 - Beginning Fund Balance History

Revenues

Revenues represent the various sources of income for an organization. The tables below show the increase or decrease in revenues by fund, category, and by category percentage.

Government-Wide: Revenues by Fund								
Fund		**2015 Actual**	**2016 Adj Budget**	**2017 Plan**	**2018 Plan**	**2019 Plan**	**2020 Plan**	**2021 Plan**
10	General Fund	13,511,941	13,070,261	14,073,754	14,670,775	15,252,640	15,891,844	16,597,855
22, 23	Street Lighting Funds	185,554	192,483	206,975	206,975	206,975	206,975	206,975
31	Storm Drain Capital Projects Fund	237,854	255,000	255,000	255,000	255,000	255,000	255,000
32	Parks Capital Projects Fund	633,543	550,000	550,000	577,500	606,375	636,694	668,528
33	Roads Capital Projects Fund	958,701	800,000	800,000	808,000	816,080	824,241	832,483
34	Public Safety Capital Projects Fund	314,417	300,000	3,000,000	303,000	306,030	309,090	312,181
35	Capital Projects Fund	3,399,801	1,697,046	2,372,046	1,372,046	1,372,046	1,372,046	1,372,046
40	Debt Service Fund	291,800	293,300	293,500	293,500	293,550	293,055	293,723
51	Water Utility Fund	4,042,077	3,440,500	3,958,000	4,245,900	4,557,195	4,893,955	5,258,442
52	Sewer Utility Fund	2,758,310	2,336,500	2,636,500	2,689,230	2,743,015	2,797,875	2,853,832
53	Wastewater Impact Fee Fund	302,025	300,000	325,000	16,328,250	331,533	334,848	338,196
54	Storm Drain Utility Fund	408,618	400,000	410,000	2,914,100	418,241	422,423	426,648
55	Garbage Utility Fund	914,775	880,000	900,000	909,000	918,090	927,271	936,544
56	Culinary Water Impact Fee Fund	852,010	750,000	950,000	952,000	954,020	956,060	958,121
57	Secondary Water Impact Fee Fund	612,329	2,719,000	1,000,000	5,367,000	1,000,000	1,000,000	1,000,000
Total Revenues by Fund		**$ 29,423,755**	**$ 27,984,090**	**$ 31,730,775**	**$ 51,892,276**	**$ 30,030,789**	**$ 31,121,377**	**$ 32,310,575**

Table 14 - Government - Wide Revenues by Fund

FINANCIAL SUMMARY

Government-Wide: Revenues by Major Object							
Major Object	**2015 Actual**	**2016 Adj Budget**	**2017 Plan**	**2018 Plan**	**2019 Plan**	**2020 Plan**	**2021 Plan**
Tax Revenue	6,692,615	6,448,518	6,776,769	7,058,223	7,352,206	7,659,298	7,980,109
% Change from Prior Year	6%	-4%	5%	4%	4%	4%	4%
Licenses and Permits	749,910	632,100	789,900	866,070	949,775	1,041,766	1,142,870
% Change from Prior Year	29%	-16%	25%	10%	10%	10%	10%
Intergovernmental Revenue	764,283	782,202	707,952	720,672	734,485	748,575	762,946
% Change from Prior Year	-2%	2%	-9%	2%	2%	2%	2%
Charges for Services	9,802,867	8,520,317	10,000,073	13,079,162	11,146,997	11,777,159	12,479,961
% Change from Prior Year	20%	-13%	17%	31%	-15%	6%	6%
Other Revenue	6,426,777	6,338,792	5,665,900	26,077,970	5,757,096	2,805,494	5,854,286
% Change from Prior Year	93%	-1%	-11%	360%	-78%	-51%	109%
Contributions and Transfers	3,261,029	3,420,633	5,297,139	4,080,076	4,080,045	4,089,735	4,572,197
% Change from Prior Year	-13%	5%	55%	-23%	0%	0%	12%
Total	**$ 27,697,482**	**$ 26,142,562**	**$ 29,237,734**	**$ 51,882,176**	**$ 30,020,604**	**$ 28,122,027**	**$ 32,792,371**
% Change from Previous Year	21%	-6%	12%	77%	-42%	-6%	17%

Table 15 - Government - Wide Revenues by Major Object

Government-Wide: Revenues by Major Object as a Percentage							
Major Object	**2015 Actual**	**2016 Adj Budget**	**2017 Plan**	**2018 Plan**	**2019 Plan**	**2020 Plan**	**2021 Plan**
Tax Revenue	24%	25%	23%	14%	24%	27%	24%
Licenses and Permits	3%	2%	3%	2%	3%	4%	3%
Intergovernmental Revenue	3%	3%	2%	1%	2%	3%	2%
Charges for Services	35%	33%	34%	25%	37%	42%	38%
Other Revenue	23%	24%	19%	50%	19%	10%	18%
Contributions and Transfers	12%	13%	18%	8%	14%	15%	14%
Total	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Table 16 - Government - Wide Revenues by Major Object as Percentage

Government - Wide: Percent Increase in Revenues by Fund						
Fund	**2015 Actual**	**2016 Adj Budget**	**2017 Plan**	**2018 Plan**	**2019 Plan**	**2020 Plan**
General Fund (10)	16%	-3%	8%	4%	4%	4%
Street Lighting Funds (22 & 23)	6%	4%	8%	0%	0%	0%
Storm Drain Capital Projects Fund (31)	34%	7%	0%	0%	0%	0%
Parks Capital Projects Fund (32)	-13%	-13%	0%	5%	5%	5%
Roads Capital Projects Fund (33)	4%	-17%	0%	1%	1%	1%
Public Safety Capital Projects Fund (34)	12%	-5%	900%	-90%	1%	1%
Capital Projects Fund (35)	-28%	-50%	40%	-42%	0%	0%
Debt Service Fund (40)	0%	1%	0%	0%	0%	0%
Water Utility Fund (51)	25%	-15%	15%	7%	7%	7%
Sewer Utility Fund (52)	20%	-15%	13%	2%	2%	2%
Wastewater Impact Fee Fund (53)	-30%	-1%	8%	4924%	-98%	1%
Storm Drain Utility Fund (54)	0%	-2%	3%	611%	-86%	1%

Garbage Utility Fund (55)	2%	-4%	2%	1%	1%	1%
Culinary Water Impact Fee Fund (56)	-10%	-12%	27%	0%	0%	0%
Secondary Water Impact Fee Fund (57)	-15%	344%	-63%	437%	-81%	0%
Total	5%	-5%	13%	64%	-42%	4%

Table 17 - Government - Wide Percent Increase in Revenues by Fund

Revenues increased by over 10% in the General (10), Storm Drain Capital Projects (31), Public Safety Capital Projects (34), Water Utility Fund (51), and the Sewer Utility (52) funds. This increase is due to an increase in one-time revenues above the projected amounts, which were projected using the conservative revenue projection model.

Revenue comes from a variety of sources. Each source will be discussed in the individual fund sections. Below is an overview of the various sources of revenue and their percentages.

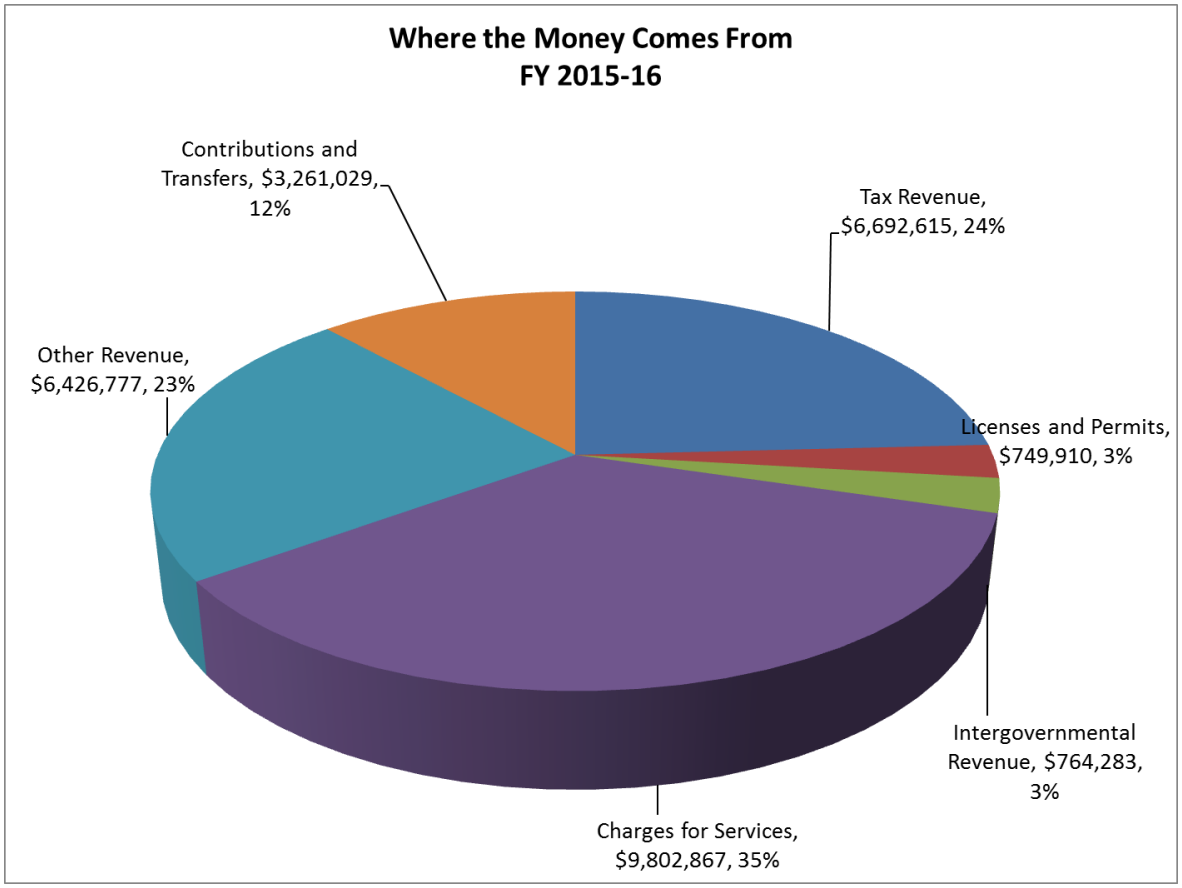


Figure 1 - Revenue by Source

Revenue Forecasting

FINANCIAL SUMMARY

The City has endorsed the recommended practices issued by the *National Advisory Council on State and Local Budgeting* addressing budgeting and financial planning, specifically the six revenue forecasting practices.

- Multi-year revenue/resource projections
- Maintaining an in-depth understanding of revenues/resources
- Assessing the effects of potential changes to revenue source rates and bases
- Periodically estimating the impact and potential foregone revenue/resources as a result of policies that exempt from payment, provide discounts and credits, or otherwise favor a particular category of taxpayers or service users
- Developing a process for achieving consensus on the forecast of revenues used to estimate available resources for a budget
- Preparing and maintaining a revenue manual that documents revenue sources and factors relevant to present and projected future levels of those revenues

Methodology

The City uses *qualitative* and *quantitative* approaches to forecasting revenues that include, but are not limited to:

- Trend Analysis
- Economic Reviews and Publications
- Departmental Surveys
- National, State, and Local Policy Changes
- Comparing Revenue Collections against Projections
- Consensus, Expert, and Judgmental Forecasting

Both forecasting methods include global, national, state, and local analysis that may affect revenues and financial planning.

Expenditures

Expenditures represent the cost of providing services. Like revenues, each fund has its own set of expenditures. Below are tables that sum the total expenditures by fund, by category, and by percentage of category. The final table represents the percent change in expenditures from each prior year.

Government-Wide: Expenditures by Fund

Fund		2015 Actual	2016 Adj Budget	2017 Plan	2018 Plan	2019 Plan	2020 Plan	2021 Plan
10	General Fund	12,534,523	13,504,457	14,489,739	14,674,530	15,260,336	15,903,679	16,609,999
22, 23	Street Lignting Funds	182,763	201,975	206,975	206,975	206,975	206,975	206,975
31	Storm Drain Impact Capital Projects Fund	601,854	1,063,048	-	-	-	-	-
32	Parks Impact Capital Projects Fund	436,869	2,923,528	-	-	-	-	-
33	Roads Impact Capital Projects Fund	-	4,710,831	1,050,000	445,000	-	-	-
34	Public Safety Capital Projects Fund	-	824,737	3,000,000	-	-	-	5,000,000
35	Capital Projects Fund	2,355,170	5,171,724	2,372,046	1,372,046	1,372,046	1,372,046	1,372,046
40	Debt Service Fund	292,883	293,300	293,500	293,500	293,550	293,055	293,723
51	Water Utility Fund	5,471,413	3,975,629	3,957,900	4,245,900	4,557,195	4,893,954	4,290,013
52	Sewer Utility Fund	2,246,736	2,657,744	2,636,500	2,689,230	2,743,015	2,797,875	2,853,833
53	Wastewater Impact Fee Fund	332,153	1,486,303	-	16,214,267	-	-	-
54	Storm Drain Utility Fund	540,372	647,072	516,685	2,914,100	625,956	521,520	1,273,194
55	Garbage Utility Fund	908,199	880,000	900,000	909,000	918,090	927,271	936,544
56	Culinary Water Impact Fee Fund	1,240,664	951,876	950,000	952,000	954,020	956,060	958,121
57	Secondary Water Impact Fee Fund	260,114	3,199,027	1,000,000	5,367,000	1,000,000	1,000,000	1,000,000
Total Revenues by Fund		**$ 27,403,713**	**$ 42,491,250**	**$ 31,373,345**	**$ 50,283,549**	**$ 27,931,183**	**$ 28,872,435**	**$ 34,794,448**

FINANCIAL SUMMARY

Table 18 - Government - Wide Expenditures by Fund

Government-Wide: Expenditures by Major Object							
Major Object	2015 Actual	2016 Adj Budget	2017 Plan	2018 Plan	2019 Plan	2020 Plan	2021 Plan
Personnel	7,983,148	9,692,568	11,050,569	11,585,424	12,130,153	12,701,369	13,296,359
% Change from Prior Year	12%	21%	14%	5%	5%	5%	5%
Materials, Supplies, and Services	15,023,337	14,232,215	14,250,186	16,616,132	14,777,568	15,261,291	15,742,150
% Change from Prior Year	178%	-5%	0%	17%	-11%	3%	3%
Debt Service	449,835	557,544	1,253,744	1,251,669	1,248,069	1,248,774	1,250,442
% Change from Prior Year	-11%	24%	125%	0%	0%	0%	0%
Capital	53,660	22,375,851	9,808,046	25,962,796	5,641,084	5,687,979	10,916,574
% Change from Prior Year	38%	41599%	-56%	165%	-78%	1%	92%
Transfers	1,344,074	412,860	412,860	412,994	413,087	413,141	413,211
% Change from Prior Year	-42%	-69%	0%	0%	0%	0%	0%
Ending Balance	11,532,573	14,567,505	14,911,839	14,929,529	15,515,336	16,158,680	18,325,627
% Change from Prior Year	-7%	26%	2%	0%	4%	4%	13%
Total	**$ 36,386,628**	**$ 61,838,542**	**$ 51,687,244**	**$ 70,758,545**	**$ 49,725,297**	**$ 51,471,234**	**$ 59,944,364**
% Change from Previous Year	31%	70%	-16%	37%	-30%	4%	16%

Table 19 - Government - Wide Expenditures by Object

Government-Wide: Expenditures by Major Object as a Percentage							
Major Object	2015 Actual	2016 Adj Budget	2017 Plan	2018 Plan	2019 Plan	2020 Plan	2021 Plan
Personnel	22%	16%	21%	16%	24%	25%	22%
Materials, Supplies, and Services	41%	23%	28%	23%	30%	30%	26%
Debt Service	1%	1%	2%	2%	3%	2%	2%
Capital	0%	36%	19%	37%	11%	11%	18%
Transfers	4%	1%	1%	1%	1%	1%	1%
Ending Balance	32%	24%	29%	21%	31%	31%	31%
Total	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Table 20 - Government - Wide Expenditures by Major Object as Percentage

Government - Wide: Percent Change in Expenditures by Fund						
Fund	**2015 Actual**	**2016 Adj Budget**	**2017 Plan**	**2018 Plan**	**2019 Plan**	**2020 Plan**
General Fund (10)	1%	8%	7%	1%	4%	4%
Street Lighting Funds (22 & 23)	40%	11%	2%	0%	0%	0%
Storm Drain Capital Projects Fund (31)	220%	77%	-100%	-	-	-
Parks Capital Projects Fund (32)	5%	569%	-100%	-	-	-
Roads Capital Projects Fund (33)	-100%	-	-78%	-58%	-100%	-
Public Safety Capital Projects Fund (34)	-100%	-	264%	-100%	-	-
Capital Projects Fund (35)	-44%	120%	-54%	-42%	0%	0%
Debt Service Fund (40)	0%	0%	0%	0%	0%	0%
Water Utility Fund (51)	56%	-27%	0%	7%	7%	7%
Sewer Utility Fund (52)	14%	18%	-1%	2%	2%	2%
Wastewater Impact Fee Fund (53)	-68%	347%	-100%	-	-100%	-
Storm Drain Utility Fund (54)	92%	20%	-20%	464%	-79%	-17%

Garbage Utility Fund (55)	-11%	-3%	2%	1%	1%	1%
Culinary Water Impact Fee Fund (56)	96%	-23%	0%	0%	0%	0%
Secondary Water Impact Fee Fund (57)	-50%	1130%	-69%	437%	-81%	0%
Total	0%	55%	-26%	60%	-44%	3%

Table 21 - Government - Wide: Percent Increase in Expenditures by Fund

Expenditures increased by 10% or more in the Street Lighting (22 & 23), Storm Drain Capital Projects (31), Water Utility (51), Sewer Utility (52), Storm Drain Utility (54), and Culinary Water Impact Fee (56) funds. These increases are due to new capital projects. Any significant decreases are due to the lack of budgeted capital projects compared with the previous year.

There are several categories of expenditures. The figure below shows the percentage of each type/category of expenditure.

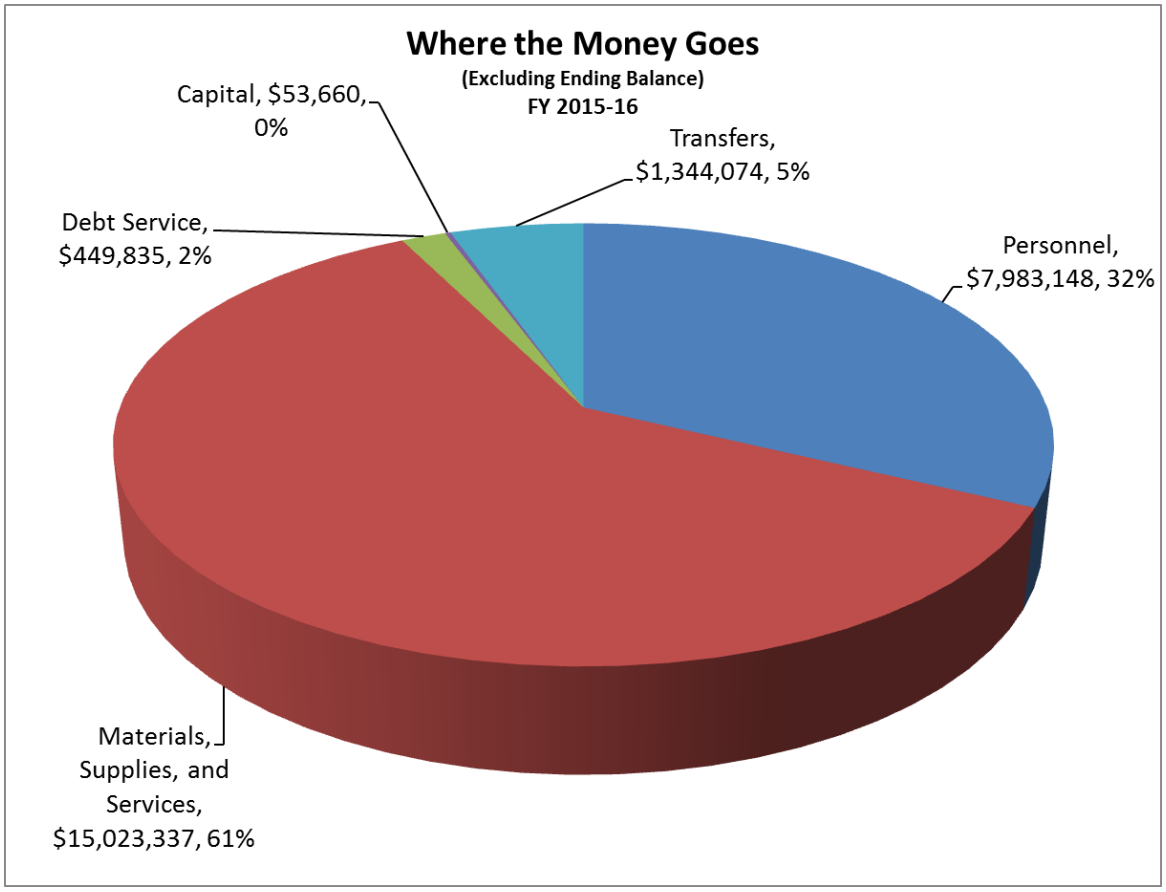


Figure 2 - Expenditures by Category

FINANCIAL SUMMARY

Debt Service

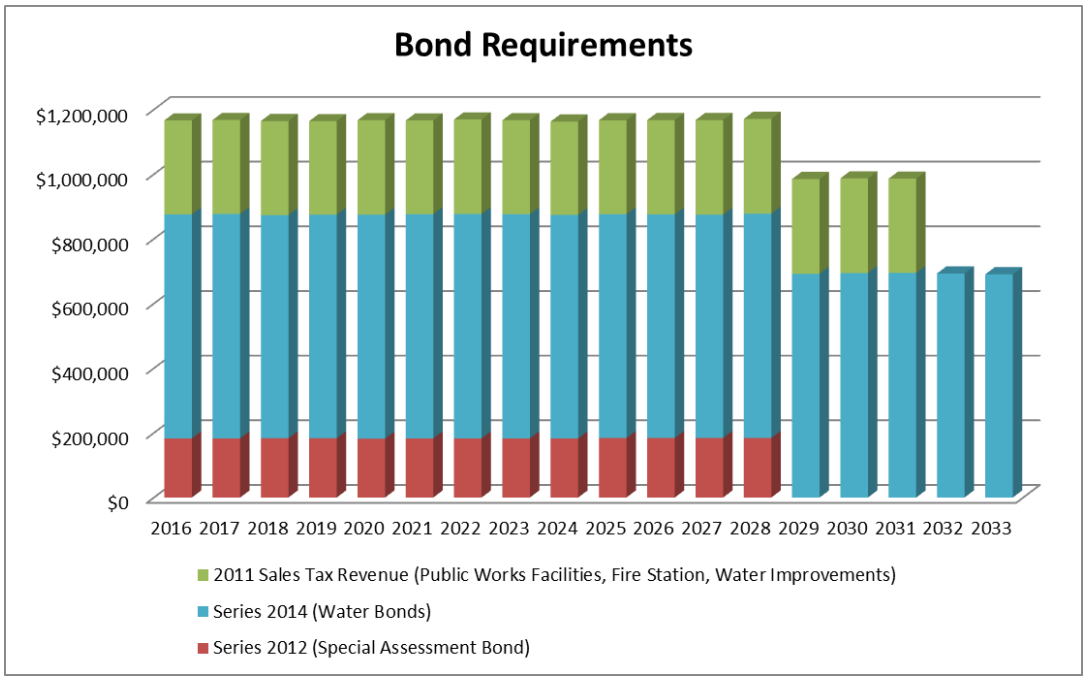
The City of Saratoga Springs issues debt on a conservative basis to fund capital projects. Under Utah State law, the City's outstanding general obligation debt should not exceed 4 percent of total assessed property value. Resources set aside for the repayment of the principal that are externally restricted may offset the general obligation debt subject to the limitation. Below is a table showing the legal debt limit for the City:

City of Saratoga Springs Legal Debt Margin						
	2011	**2012**	**2013**	**2014**	**2015**	**2016**
Debt Limit	$30,289,451	$31,081,555	$33,277,196	$38,786,244	$39,000,890	$44,565,431
Total Net Debt Applicable to Limit	-	-	-	-	-	-
Legal Debt Margin	$30,289,451	$31,081,555	$33,277,196	$38,786,244	$39,000,890	$44,565,431

Table 22 - Saratoga Springs Legal Debt Margin

Bond Requirements

The City currently has three bonds in repayment: a 2011 Sales Tax Revenue bond, a 2014 Water bond (refinance of 2005, 2006, and 2009 Water bonds), and a 2012 Special Assessment Bond. Below is a graph that shows the total bond requirements:



Graph 1 - Bond Requirements

FINANCIAL SUMMARY

Bond Rating

On May 5, 2011, the City of Saratoga Springs received its first bond rating. The City received an AA rating and a stable outlook from Standard and Poor's ratings agency. This rating is higher than expected based upon the population of the City. An AA rating from Standard and Poor's indicates that the City has a "very strong capacity to meet its financial commitments." Standard and Poor's identified several factors that lead to this high rating including:

- Positive population trends, which will likely lead to continued revenue growth
- Very strong income levels and access to employment opportunities throughout the broad Salt Lake metro area economy
- Very strong coverage (5.5 times coverage)
- The City's median household effective buying income in 2010 was very strong at 136 % of the national level.

The stable outlook reflects Standard and Poor's expectation of continued very strong debt service coverage. By receiving the AA rating, it is estimated that the City saved 0.10 % to 0.15 %, which equates to $50,000 over the life of the bonds compared with an "AA-" rating.

Capital Projects

Overall, the amount of capital investment in this fiscal year has decreased from last year to this year and is projected to increase for FY 2017 over FY 2016. Many of the projects that are included in this budget will be ongoing for several years and some of the projects from prior years are represented in this budget because the project is not finished. Capital projects will be discussed in their various individual funds.

FUND SUMMARY – GENERAL FUND (10)

In this section, each fund's revenues, expenditures, debt service, capital projects, and the effect of those capital projects on future operating budgets will be discussed.

Fund 10: General Fund

General Fund 10: Revenues & Expenditures						
Revenues	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Proposed**	**Plan**	**Plan**	**Plan**
Tax	6,692,615	6,448,518	6,776,769	7,058,223	7,352,206	7,659,298
Licenses & Permits	749,910	632,100	789,900	866,070	949,775	1,041,766
Intergovernmental	764,283	782,202	707,952	720,672	734,485	748,575
Charges for Services	1,959,298	1,654,817	1,923,073	2,148,432	2,337,957	2,563,135
Other Revenue	1,377,792	1,471,500	1,485,900	1,487,220	1,488,058	1,488,910
Contributions and Transfers	1,968,044	2,081,124	2,390,159	2,390,159	2,390,159	2,390,159
Fund Operating Revenues	**13,511,941**	**13,070,261**	**14,073,754**	**14,670,775**	**15,252,640**	**15,891,844**
% Change From Prior Period	**16%**	**-3%**	**8%**	**4%**	**4%**	**4%**

Table 23 - General Fund (10) Revenues

Expenditures						
Legislative	105,547	119,271	128,514	132,730	137,157	141,806
Administrative	511,927	636,298	643,870	674,283	706,172	739,610
Utility Billing	111,219	143,429	174,550	181,199	188,180	195,510
Treasurer	158,281	156,005	162,413	170,246	178,466	187,092
Recorder	89,475	150,284	152,648	169,505	166,704	184,264
Attorney	266,619	283,279	322,239	336,079	349,106	362,784
Justice Court	234,792	255,518	285,448	293,402	301,753	310,521
Non-Departmental	455,688	519,733	609,233	579,233	579,233	579,233
General Gov't Buildings & Grounds	190,911	440,328	191,164	192,025	192,912	193,825
Planning and Zoning	335,889	399,929	511,614	471,094	492,685	515,355
Communications & Economic Developmen	110,027	128,504	143,532	149,264	155,282	161,601
Police	3,473,696	3,766,494	4,000,991	4,161,994	4,331,048	4,508,555
Fire	1,679,914	1,818,594	1,956,849	1,949,974	2,029,380	2,112,756
Building	442,142	571,969	789,128	795,444	832,525	871,460
Highways	550,012	701,903	705,413	625,198	644,487	664,740
Engineering	404,071	466,565	561,190	586,392	612,854	640,640
Public Improvements	476,642	458,261	474,912	528,730	545,836	563,798
Public Works	473,192	502,873	492,123	516,304	541,694	568,354
Parks & Open Space	706,461	960,193	978,421	967,997	1,007,562	1,019,067
Recreation	125,558	185,896	304,491	312,409	320,723	329,453
Library Services	175,106	277,296	299,354	315,729	342,616	370,049
Civic Events	113,282	119,765	199,675	157,656	160,298	163,071
Miscellaneous Expenses	-	-	-	-	-	-
Total Fund Operating Expenditures	**11,190,449**	**13,062,387**	**14,087,774**	**14,266,887**	**14,816,672**	**15,383,543**
Transfers and Other Uses	1,344,074	442,070	414,342	417,348	453,854	530,836
Total Fund Expenditures	**12,534,523**	**13,504,457**	**14,502,116**	**14,684,235**	**15,270,526**	**15,914,379**
% Change From Prior Period	**1%**	**8%**	**7%**	**1%**	**4%**	**4%**

Table 24 - General Fund (10) Expenditures

FUND SUMMARY – GENERAL FUND (10)

Revenue

There are several sources of revenue for general funds:

- Property Tax – tax on property owned in the municipality
- Sales, Franchise, and Energy Tax – taxes on purchases, telecommunications, and utilities
- Charges for services – fees charged to users for goods or services
- Intergovernmental Revenue – revenue received from other government entities such as state or federal governments.
- Licenses and Permits – fees for building permits, business licenses, and liquor licenses
- Other Revenue – Interest earned, late fees and penalties, law enforcement fines and citations, miscellaneous receipts, Police contract with Bluffdale City.

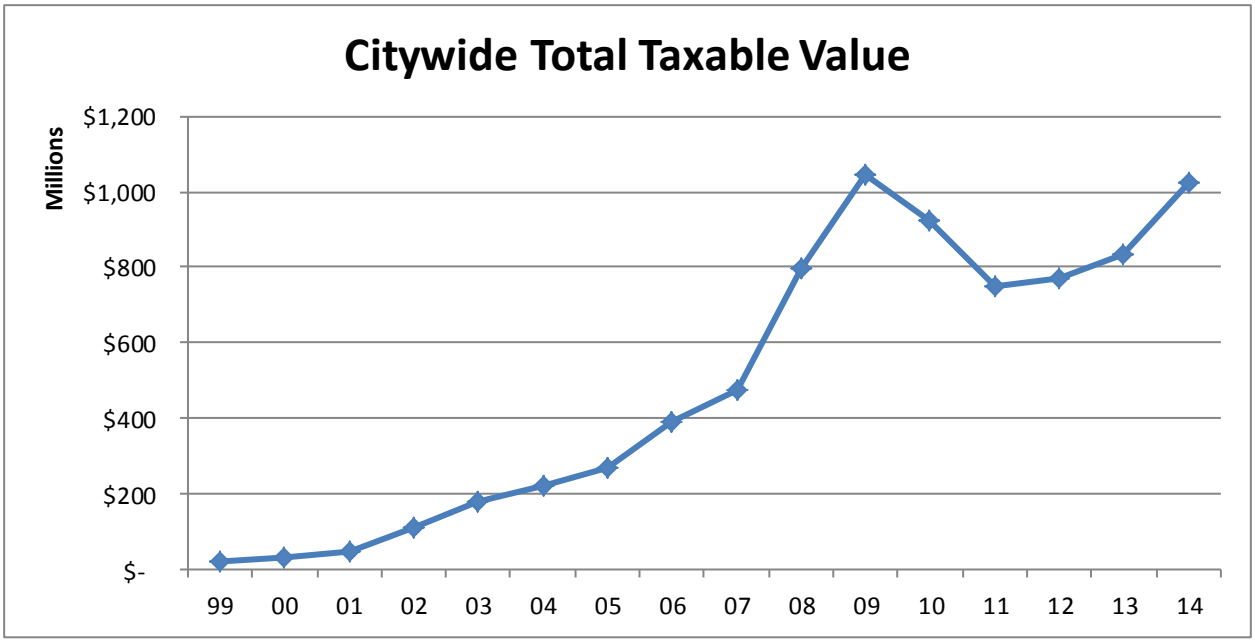
Property Tax

Saratoga Springs Property Tax			
Type	**2015 Actual**	**2016 Budget**	**2017 Proposed**
Property Taxes	2,154,385	2,297,558	2,343,509
Property Tax Redemptions	185,972	140,000	145,600
Total	2,340,357	2,437,558	2,489,109

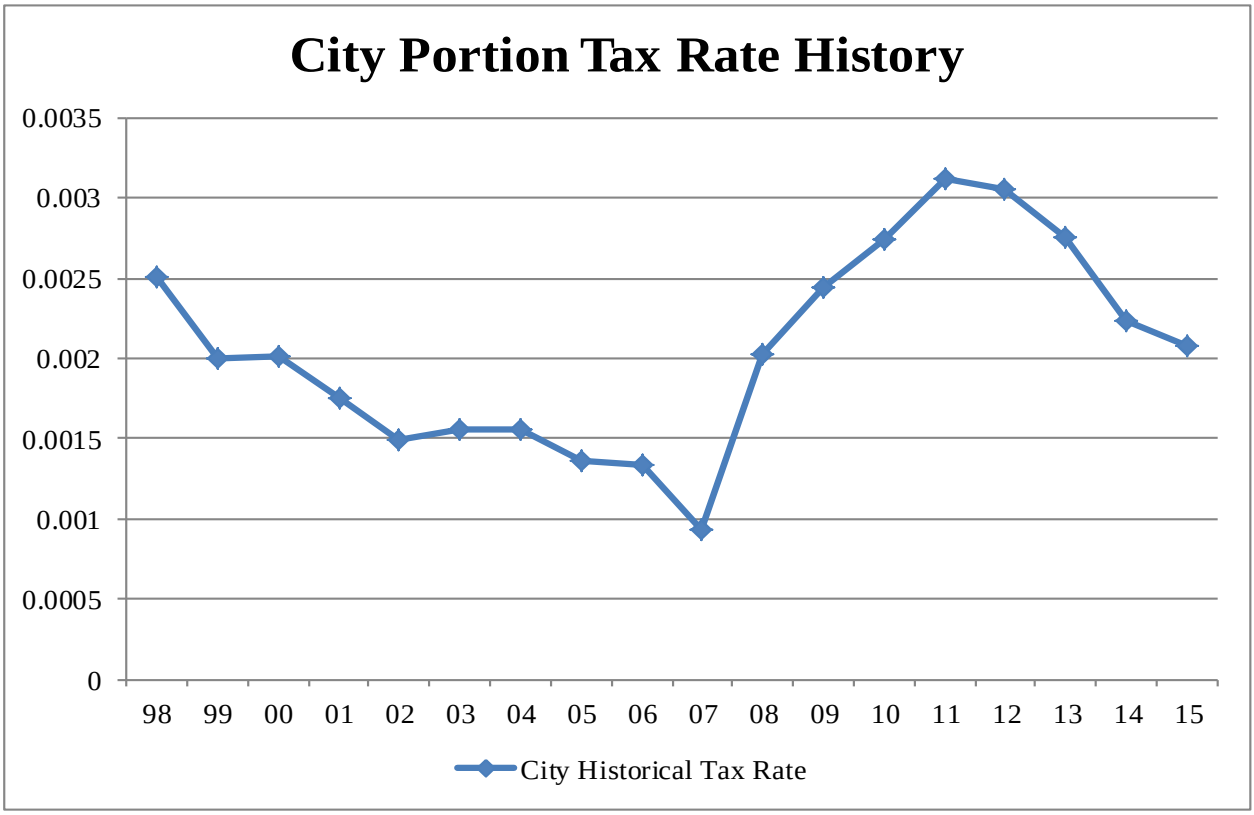
Table 25 - Property Tax

The Property Tax Act, Title 59, Chapter 2, Utah Code Annotated 1953, as amended, provides that all taxable property must be assessed and taxed at a uniform and equal rate based on its "fair market value" by January 1 of each year. "Fair market value" is defined as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Commencing January 1, 1991, "fair market value" considers the current zoning laws for each property. Section 2 of Article XIII of the Utah Constitution provides that the Utah State Legislature may exempt from taxation up to 45 % of the fair market value of primary residential property as shown in the table below.

During the 1995 legislative session, the exemption for primary residential property was increased from 32 % to the constitutional maximum of 45 %. The local effect of this action was to shift the burden of supporting education, public safety, and general government from primary residents to other classes of property, principally commercial property and vacation or second homes. The Utah Supreme Court held this practice to be constitutional in subsequent tests.



Graph 2 - Citywide Total Taxable Value

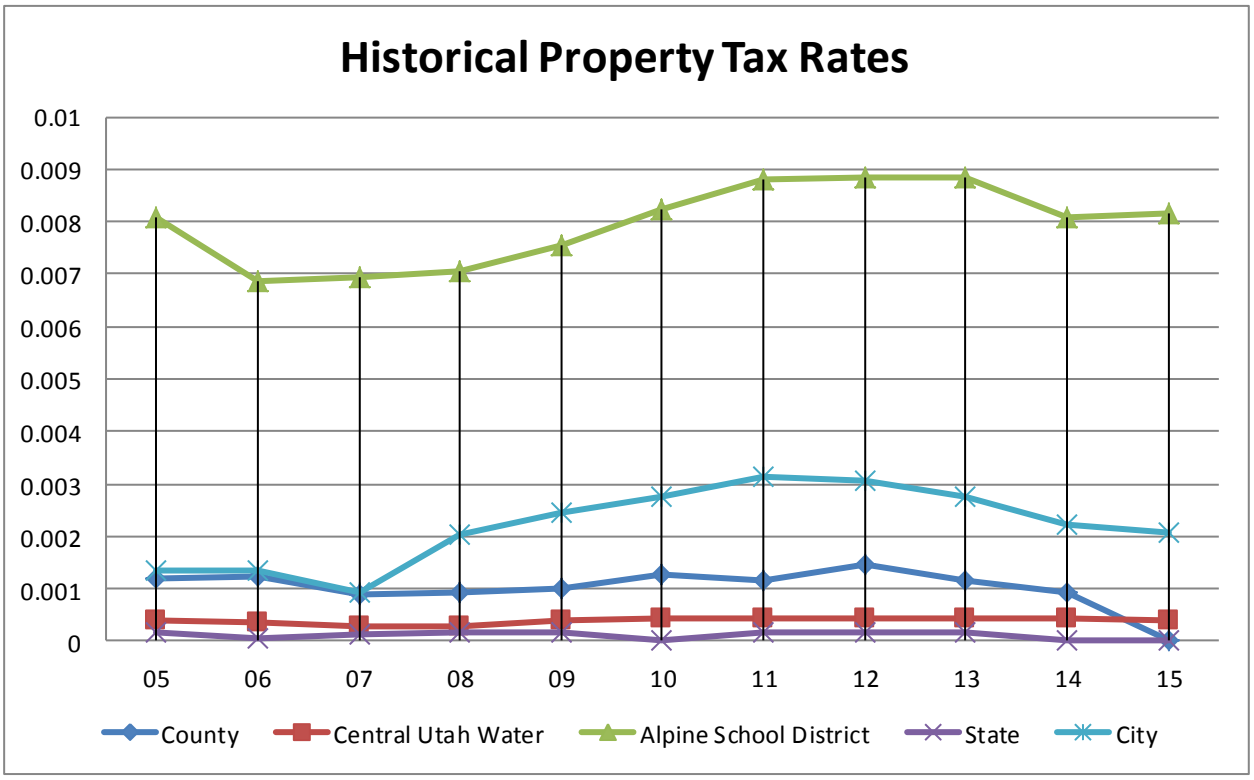


Graph 3 - City Portion Tax Rate History

Property Tax Levies and Collections: Utah County levies, collects, and distributes property taxes for the City of Saratoga Springs and all other taxing entities within the County. Utah law prescribes how taxes are levied and collected. Generally, the law provides

as follows: the County Assessor determines property values as of January 1 of each year and is required to have the assessment roll completed by May 15. The County Auditor mails notice of valuations and tax changes by July 22.

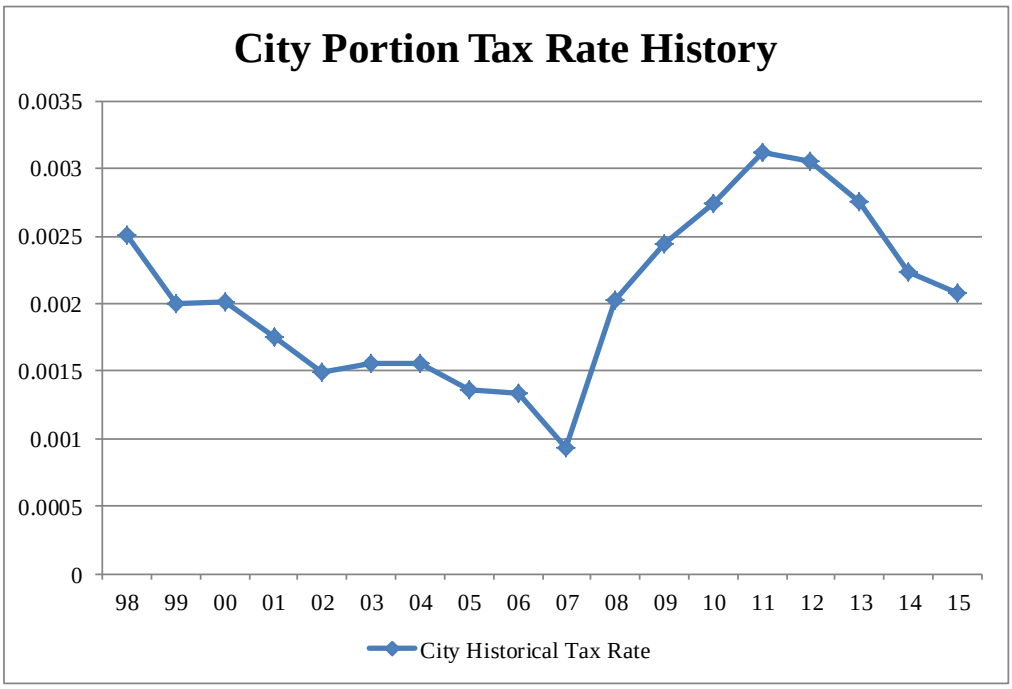
State statutes require that each year a certified tax rate be calculated. The certified tax rate is the rate that will provide the same amount of property tax revenue as was charged in the previous year, excluding the revenue generated by new growth. If market values decrease across the board, then property tax rates will be adjusted to enable the City to receive the same amount of revenue. The City's rate may in fact rise so that the City will not see a dip in revenues from property taxes due to the depressed market value of homes. The same is true if market values increase. The rate would decrease so that the City still receives the same amount of revenue. Any new growth in the City for that year will increase the total amount of property tax collected compared with the previous year. If a taxing entity determines that it needs greater revenues than what the certified tax rate will generate, State statutes require that the entity must go through a process referred to as Truth-in-Taxation. The Truth-in-Taxation process is a series of steps that include notification and advertisement of the proposed tax increase and holding a public hearing to receive public input before the final rate is adopted.



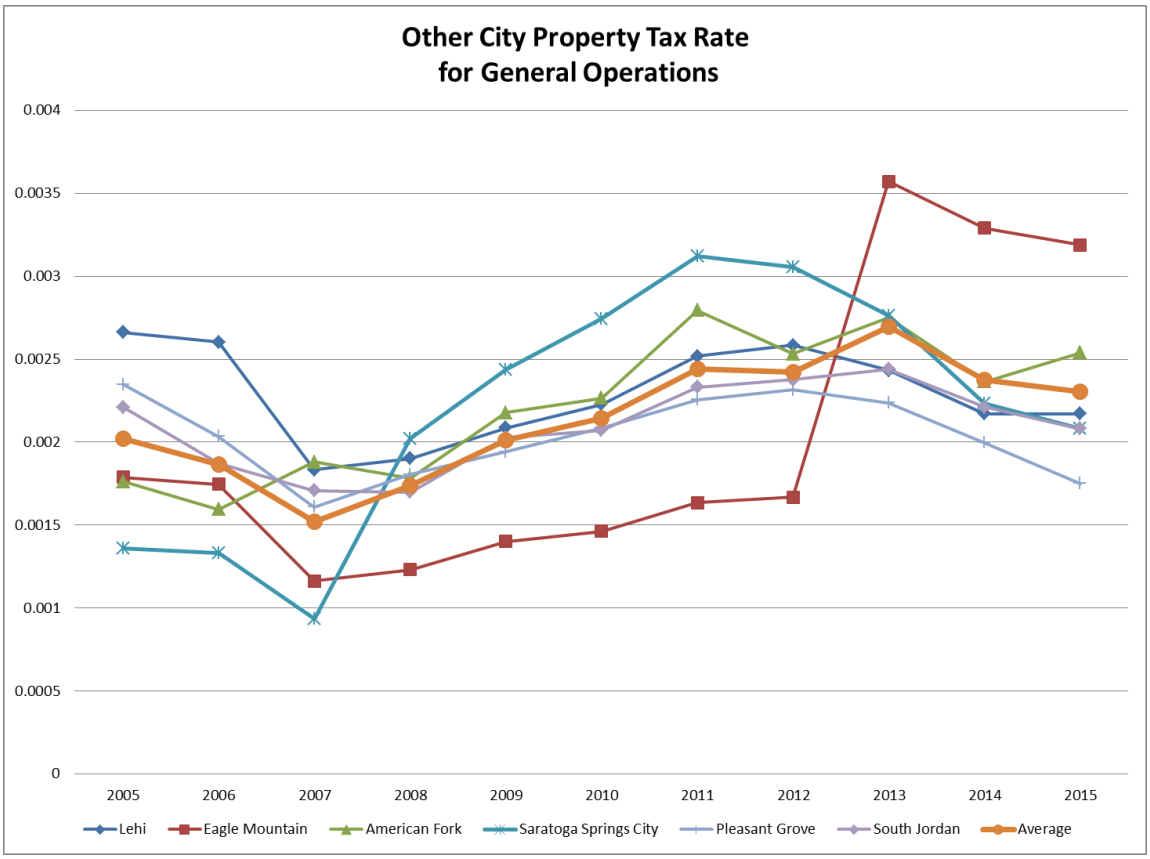
Graph 4 - Historical Property Tax Rates

Tax notices are mailed November 1 and are due November 30. Delinquent taxes are subject to a penalty of 2 % of the amount of such taxes due or a $10 minimum penalty, this penalty is assessed by Utah County. The delinquent taxes and penalties are charged interest at the federal discount rate plus 6 % from the first day of January until paid. If after four and one-half years (May of the fifth year) delinquent taxes have not been paid, the County advertises and sells the property at a tax sale.

The maximum rate of levy applicable to the City for general fund operations authorized by State law is 0.007000 per dollar of taxable value per taxable property within the City. The City may levy an unlimited tax levy to pay the principal of and interest on legally issued General Obligation Bonds.



Graph 5 - City Portion Tax Rate History



Graph 6 - Property Tax Rate Comparison Group

Sales, Franchise, and Energy Use Tax

Saratoga Springs Sales, Franchise, and Energy Tax			
Type	**2015 Actual**	**2016 Budget**	**2017 Proposed**
Sales and Use	2,939,653	2,800,000	3,000,000
Franchise Tax	207,142	200,000	200,000
Energy Tax	877,695	750,000	862,500
Fee in Lieu of Taxes	319,797	200,000	204,000
Penalties & Interest - Taxes	7,970	21,160	21,160
Total	4,352,257	3,971,160	4,287,660

Table 26- Sales, Franchise, and Energy Tax

The combined sales and use tax rates includes: state, local option, mass transit, mass transit fixed guideway, county airport, highway, public transit, and county option taxes. Other tax rates and fees in addition to the combined rate include transient room taxes, tourism short-term leasing taxes, tourism restaurant tax, E911 emergency telephone fee, telecommunications fees, and the municipal energy tax.

Current Sales Tax Rates	
Tax	**Rate**
State Sales & Use Tax	4.70%
Local Sales & Use Tax	1.00%
Mass Transit Tax	0.25%
Mass Transit Fixed Guideway	0.30%
County Airport, Highway, Public Transit	0.25%
County Option Sales Tax	0.25%
Total Sales Tax	**6.75%**

Table 27 - Sales Tax Rates for Saratoga Springs, Effective January 1, 2009

Sales tax rates remained unchanged at 6.00% from January 1, 2000, through April 1, 2007, when the rate increased to 6.25% when the city opted to participate in with UTA and implement the Mass Transit Tax. Various other state tax rate changes were introduced in subsequent years. Sales tax rates for the City have remained constant since April 2009.

Franchise Tax receipts for cable services are collected at 3% of gross sales and telecommunications taxes are collected at 3.5% of gross sales. **Energy Taxes** for power and gas services are collected at 6%.

Charges for Services

Saratoga Springs Charges for Services			
Type	**2015 Actual**	**2016 Budget**	**2017 Proposed**
Zoning & Development Fees	84,661	102,010	103,030
Concept Review Fees	11,925	20,000	20,000
Preliminary Review Fees	127,235	60,000	121,200
Final Review Fees	65,264	50,000	60,000
Public Noticing Fees	675	1,000	2,050
Plan Checking Fees	481,519	425,000	450,000
Recorder's Fees, Copies, Maps	208	607	637
Engineer's Inspection Fees	416,662	300,000	375,000
Protective Inspection Fees	142,622	160,000	160,000
1% State Surcharge	1,229	4,200	4,200
Basement Permit Fees	29,400	35,000	35,000
Marina Launch Fees	18,736	32,000	20,000
Park Reservation Fees	3,312	3,000	3,000
Recreation Program Fees	118,152	150,000	
Basket Ball			89,990
Soccer			84,375

Volleyball			12,700
Baseball			19,700
Track & Field			5,200
Urban Fishing			800
Flag Football			15,000
Camps/Clinics/Tournaments			7,700
Golf			2,156
Tennis			11,835
Civic Events Revenue	24,667		7,500
Fire Department Incident Revenue	4,758	7,000	7,000
Ambulance Service Revenue	302,430	220,000	220,000
Wildland Revenue	125,844	85,000	85,000
Total	1,959,297	1,654,817	1,923,073

Table 28 - Charges for Service

Fees charged to users for goods or services are expected to have an increase in FY 2017. Between 2016 and 2019, charges for services are expected to increase at an average annual rate of 2% as the city expects some increase in construction, recreation programming fees, and ambulance fees.

Intergovernmental Revenue

Intergovernmental Revenue includes Class 'C' Road Funds, which are disbursed by the State as a means of providing assistance to municipalities for the improvement of roads and streets. The State legislature assigns a formula appropriating Class 'C' monies as follows: 50% based on population and 50% based on weighted road miles. The City has reported 89.6 miles of eligible paved road. Class 'C' road monies are collected in the General Fund and are restricted for road related improvements and maintenance. Intergovernmental revenue also includes grant revenue.

Saratoga Springs Intergovernmental Revenues			
Type	**2015 Actual**	**2016 Budget**	**2017 Proposed**
Grants	126,730	200,000	50,000
Class "C" Road Fund Allotment	593,375	551,250	594,000
State Liquor Fund Allotment	19,419	18,952	18,952
Police DUI Program Revenue	8,217	3,000	6,000
Overtime Reimbursement - Police	16,981	9,000	24,000
Total	764,283	782,202	692,952

Table 29 - Intergovernmental Revenues

Licenses and Permits

Saratoga Springs Licenses and Permits			
Type	**2015 Actual**	**2016 Budget**	**2017 Proposed**
Business License	49,957	31,200	39,000
Liquor License	600	900	900
Escrow Fees	500		
Building Permits	698,852	600,000	630,000
Total	749,910	632,100	669,900

Table 30 - Licenses and Permits

Licenses and permits are collected in accordance with the City's fee schedule established by the local legislative body. Licenses and permits include building permits, business licenses, and liquor licenses.

Other Revenue

Saratoga Springs Other Revenue			
Type	**2015 Actual**	**2016 Budgeted**	**2017 Proposed**
Interest Earnings	31,472	20,800	26,000
Sale of Assets	15,798		
Rental Revenue	6,000	4,000	6,000
Law Enforcement Fines/Citations	366,551	375,000	375,000
Traffics School Revenue	4,269	2,000	3,500
Court State Revenue Disbursed	6,083		
Ace Court Citations/Fees	6,241	12,500	10,000
Special Police Services	21,295	20,000	21,000
Special Police Services – Bluffdale	1,524		
Police Service Contract – Bluffdale	884,535	1,001,000	1,001,000
Alarm Monitoring Service	245		
Police Program Donations	250		
Donations – Library	2,951	1,200	2,400
Donations – Cert Program	165		
Misc. Sales – Library	1,963	2,000	2,000
Fines – Library	10,016	3,000	9,000
Miscellaneous Revenue	43,773	30,000	30,000
Total Other Revenue	1,403,130	1,471,500	1,485,900

Table 31 - Other Revenue

Other revenue includes, but is not limited to, interest earned, late fees and penalties, law enforcement fines and citations, the Police contract with Bluffdale City, and other miscellaneous receipts.

Expenditures

There are several transfers out from the general fund to the debt service fund. These transfers cover the costs of the interest and principal for the sales tax bond. The expenditures for the various departments in the general fund will be explained in the departmental sections. In general, the expenditures include personnel, materials, supplies, services, and capital outlay.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

Various capital projects whose funds come from other enterprise or impact fee funds will have an effect on the General fund operations and expenditures.

Effect of Capital Projects on General Fund Operating Budgets				
Capital Project	**Years in Construction**	**Effect**	**Estimated Yearly Cost**	**Fund Impacted**
Shay Park	From 2016	The parks department will need additional personnel to handle the increase in park maintenance. Materials and supplies for cleaning and maintaining the park facilities will increase. The parks department will need to increase the capital outlay budget in order to purchase small machines such as mowers, leaf blowers, and trimmers.	12.3 acres @ $3500 per acre for a total of $43,050 annual costs. Additional equipment costs will total in one-time costs.	General Fund (10)
Police Facility	From 2017	The police facility will incur additional costs in	Additional cost is estimated at	General Fund (10

		maintenance, utility bills, and custodial services.	$90,000 per year for maintenance.	
Baseball Park	From 2017	The parks department will need additional personnel to handle the increase in park maintenance. Materials, supplies for cleaning and maintaining the park facilities will increase. The recreation department will most likely increase personnel budgets for sports programs (e.g., referees, coordinators, etc.)	25 acres @ 3500 per acre = $87,500 additional cost annually.	General Fund (10)
400 W to Aspen Hills Blvd	From 2017	The additional 1000 feet will be included in the annual sweeping schedule. It will also be placed on a schedule for re-surfacing and replacement. No new personnel will be needed.	Additional cost is estimated at $5000 per year.	General Fund (10
Foothill Blvd Alignment Study	From 2017	No impact of operating budgets. The actual realignment will have an effect on operating budgets once it becomes part of the approved budget in later years.	No additional cost.	General Fund (10
400 E Crossroads Signal	From 2018	There will be an increase to the Public Works maintenance budget. No new personnel will be needed.	Additional cost is estimated at $500 per year.	General Fund (10)

Table 32 - Effect of Capital Projects on General Fund Operating Budgets

FUND SUMMARY – STREET LIGHTING SID (22 & 23)

Fund 22 & 23: Street Lighting SID

Street Lighting SID Funds 22 and 23: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Charges for Services	180,510	157,500	172,500	172,500	172,500	172,500
Other Revenue	5,044	-	-	-	-	-
Fund Operating Revenues	**185,554**	**157,500**	**172,500**	**172,500**	**172,500**	**172,500**
% Change From Prior Period	**6%**	**-15%**	**10%**	**0%**	**0%**	**0%**

Street Lighting SID Funds 22 and 23: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	-	-	-	-	-	-
Materials, Supplies, and Services	138,553	159,401	149,401	149,401	149,401	149,401
Administrative Charge	44,210	42,574	42,574	42,574	42,574	42,574
Total Fund Expenditures	**182,763**	**201,975**	**191,975**	**191,975**	**191,975**	**191,975**
% Change From Prior Period	**40%**	**11%**	**-5%**	**0%**	**0%**	**0%**

Table 33 - Street Lighting SID (22 & 23) Revenues and Expenditures

Revenues

The majority of the revenues come from charges for service, billed to all utility customers. Other revenue includes interest from fund balance.

Expenditures

Expenditures include all materials and supplies necessary for maintaining current streetlight assets and making any necessary repairs. This also includes payments for electricity usage bills from Rocky Mountain Power.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – ZONE 2 WATER IMPROVEMENT SID (24)

Fund 24: Zone 2 Water Improvement SID

Zone 2 Water Improvement SID Fund 24: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Other Revenue	249,353	400,000	400,000	400,000	400,000	400,000
Fund Operating Revenues	**249,353**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**
% Change from Prior Period	**-27%**	**60%**	**0%**	**0%**	**0%**	**0%**
Zone 2 Water Improvement SID Fund 24: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Debt Service	212,326	242,583	242,396	244,396	246,396	248,396
Materials, Supplies, and Services	10,310	25,000	25,000	25,000	25,000	25,000
Total Fund Expenditures	**222,636**	**267,583**	**267,396**	**269,396**	**271,396**	**273,396**
% Change from Prior Period	**-73%**	**20%**	**0%**	**1%**	**1%**	**1%**

Table 34 - Zone 2 Water Improvement SID Revenues & Expenditures

Revenues

The majority of the revenues come from SID (special improvement district) fees charged to developers who are developing property within the SID. The remaining revenues come from interest on fund balance.

Expenditures

The expenditures are all related to the payment of the 2012 special assessment bonds. The materials, supplies, and services cover the agent fee responsible for billing and maintaining the bond.

Debt Service

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

2012 Special Assessment Bonds			
Year Ending June 30	**Principal**	**Interest**	**Total Debt Service**
2015	121,000	62,008	183,008
2016	122,000	60,761	182,761

2017	124,000	59,114	183,114
2018	126,000	57,242	183,242
2019	127,000	55,037	357,321
2020-2024	683,000	230,321	789,882
2025-2029	807,000	106,882	1,438,365
Total	2,110,000	631,365	3,317,693

Table 35 - 2012 Special Assessment Bonds

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – STORM DRAIN CAPITAL PROJECTS (31)

Fund 31: Storm Drain Capital Projects

Storm Drain Capital Projects Fund 31: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fees	233,103	250,000	250,000	250,000	250,000	250,000
Interest Revenue	4,751	5,000	5,000	5,000	5,000	5,000
Vehicle Equipment Rent	-	-	-	-	-	-
Total Revenues	**237,854**	**255,000**	**255,000**	**255,000**	**255,000**	**255,000**
% Change From Prior Period	**34%**	**7%**	**0%**	**0%**	**0%**	**0%**
Storm Drain Capital Projects Fund 31: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	601,854	1,063,048	-	-	-	-
Total Fund Expenditures	**601,854**	**1,063,048**	**-**	**-**	**-**	**-**
% Change From Prior Period	**220%**	**77%**	**-100%**	**0%**	**0%**	**0%**

Table 36 - Storm Drain Capital Projects Fund (31) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

All expenditures are related to capital outlay.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – PARKS CAPITAL PROJECTS (32)

Fund 32: Parks Capital Projects

Parks Capital Projects Fund 32: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fees	622,800	550,000	550,000	577,500	606,375	636,694
Intergovernmental	-	-	-	-	-	-
Interest Revenue	10,743	-	-	-	-	-
Donations	-	-	-	-	-	-
Total Revenues	**633,543**	**550,000**	**550,000**	**577,500**	**606,375**	**636,694**
% Change From Prior Period	**-13%**	**-13%**	**0%**	**5%**	**5%**	**5%**

Parks Capital Projects Fund 32: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	436,869	2,923,528	-	-	-	-
Total Fund Expenditures	**436,869**	**2,923,528**	**-**	**-**	**-**	**-**
% Change From Prior Period	**5%**	**569%**	**0%**	**0%**	**0%**	**0%**

Table 37 - Parks Capital Projects (32) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

All of the expenditures are related to capital outlay. The expenditures in the current budget year are related to the construction of Shay Park, improvements to several existing parks in the city, and the contract to design the proposed sports complex.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – ROADS CAPITAL PROJECTS (34)

Fund 33: Roads Capital Projects

Roads Capital Projects Fund 33: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fees	935,084	800,000	800,000	808,000	816,080	824,241
Intergovernmental	-	-	-	-	-	-
Other Financing Sources	-	-	-	-	-	-
Interest Revenue	23,617	-	-	-	-	-
Total Revenues	**958,701**	**800,000**	**800,000**	**808,000**	**816,080**	**824,241**
% Change From Prior Period	**4%**	**-17%**	**0%**	**1%**	**1%**	**1%**
Roads Capital Projects Fund 33: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	1,204,750	4,710,831	1,050,000	445,000	-	-
Total Fund Expenditures	**1,204,750**	**4,710,831**	**1,050,000**	**445,000**	**-**	**-**
% Change From Prior Period	**68%**	**291%**	**-78%**	**-58%**	**0%**	**0%**

Table 38 - Roads Capital Projects (33) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

All expenditures come from capital outlay. Capital projects are discussed below.

Debt Service

None

Capital Projects

Roads Capital Projects			
Capital Project	**Years in Construction**	**Description**	**Total Cost**
400 W to Aspen Hills Blvd	From 2016	400 W will be extended to Aspen Hills Blvd. The total road length will be approximately 1000 ft.	$1,000,000
Foothill Blvd Alignment Study	From May 2016 – July 2016	A study that produces a conceptual alignment of Foothill Drive from Pony Express to undetermined points in the south.	$50,000
400 E Crossroads Signal	From 2018	New traffic signal at the intersection of 400 E and Crossroads Blvd.	$300,000

FUND SUMMARY – ROADS CAPITAL PROJECTS (34)

Table 39- Roads Capital Projects

Effect of Capital Projects on Operating Budgets

The ongoing costs that are a result of these capital projects will have financial impact in the General Fund (10), not the Roads Capital Projects fund (33).

Effect of Capital Projects on Operating Budgets			
Capital Project	**Effect**	**Estimated Costs**	**Fund Impacted**
400 W to Aspen Hills Blvd	The additional 1000 feet will be included in the annual sweeping schedule. It will also be placed on a schedule for re-surfacing and replacement. No new personnel will be needed.	Estimated costs are $5,000 annually.	General Fund (10)
Foothill Blvd Alignment Study	No impact of operating budgets. The actual realignment will have an effect on operating budgets once it becomes part of the approved budget in later years.		
400 E Crossroads Signal	There will be an increase to the Public Works maintenance budget. No new personnel will be needed.	Estimated costs are $1,000 annually.	General Fund (10)

FUND SUMMARY – PUBLIC SAFETY CAPITAL PROJECTS (34)

Fund 34: Public Safety Capital Projects

Public Safety Capital Projects Fund 34: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fees	308,719	300,000	300,000	303,000	306,030	309,090
Interest Revenue	5,699	-	-	-	-	-
Total Revenues	**314,417**	**300,000**	**300,000**	**303,000**	**306,030**	**309,090**
% Change From Prior Period	**12%**	**-5%**	**0%**	**1%**	**1%**	**1%**
Public Safety Capital Projects Fund 34: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	-	824,737	3,000,000	-	-	-
Total Fund Expenditures	**-**	**824,737**	**3,000,000**	**-**	**-**	**-**
% Change From Prior Period	**-100%**	**0%**	**0%**	**0%**	**0%**	**0%**

Table 40 - Public Safety Capital Projects (34) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

All expenditures come from capital outlay. Capital projects are discussed below.

Debt Service

None

Capital Projects

Public Safety Capital Projects			
Capital Project	**Years in Construction**	**Description**	**Total Cost**
Police Facility	From 2017	New police facility that houses the entire police department. In addition, the Justice Court department, including the court room and offices, will be housed in this facility.	$3,000,000

Table 41 - Public Safety Capital Projects

Effect of Capital Projects on Operating Budgets

Effect of Public Safety Capital Projects of Operating Budgets			
Capital Project	**Impact**	**Estimated Costs**	**Fund Impacted**
Police Facility	The police facility will incur additional costs in maintenance, utility bills, and custodial services.	Additional cost is estimated at $90,000 per year	General Fund (10)

Table 42 - Effect of Public Safety Capital Projects on Operating Budgets

FUND SUMMARY – CAPITAL PROJECTS (GENERAL) (35)

Fund 35: Capital Projects (General)

Capital Projects (General) Fund 35: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Transfers In	1,303,434	1,372,046	2,372,046	1,372,046	1,372,046	1,372,046
Other Revenue	2,096,367	325,000	-	-	-	-
Total Revenues	**3,399,801**	**1,697,046**	**2,372,046**	**1,372,046**	**1,372,046**	**1,372,046**
% Change From Prior Period	**-28%**	**-50%**	**40%**	**-42%**	**0%**	**0%**
Capital Projects (General) Fund 35: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	2,355,170	5,171,724	2,137,986	1,209,071	1,209,071	1,209,071
Total Fund Expenditures	**2,355,170**	**5,171,724**	**2,137,986**	**1,209,071**	**1,209,071**	**1,209,071**
% Change From Prior Period	**-44%**	**120%**	**-59%**	**-43%**	**0%**	**0%**

Table 43 - Capital Projects (General) (35) Revenues and Expenditures

Revenues

All revenues for FY 2016 - 17 and projected forward will come from transfers from the General Fund (10).

Expenditures

Various departments receive yearly amounts allocated in this fund for any used deemed appropriate by that department (see table below). Any funds not expended are rolled over to the next year.

Capital Projects (General) Fund Department Allocations	
Department	**Allocated Amount**
Parks	$50,000
Roads:	$665,940
Streetlights	$50,000
Vehicle Replacement	$320,271
Computer Replacement	$22,122
Equipment Replacement	$29,653

Table 44- Capital Projects (General) Fund Department Allocations

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – DEBT SERVICE (40)

Fund 40: Debt Service

Debt Service Fund 40: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Transfers In	291,800	291,800	291,800	292,345	292,763	293,055
% Change From Prior Period	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Debt Service Fund 40: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Debt Service	290,383	290,800	291,000	291,000	291,050	289,250
Materials, Supplies, and Service	2,500	2,500	2,500	2,500	2,500	2,500
Total Expenditures	**292,883**	**293,300**	**293,500**	**293,500**	**293,550**	**291,750**
% Change From Prior Period	**0%**	**0%**	**0%**	**0%**	**0%**	**-1%**

Table 45 - Debt Service (40) Revenues and Expenditures

Revenues

Revenues are solely transfers in from the General Fund (10), Water (51), Sewer (52), and Storm Drain Utility (54) funds for debt service payments.

Expenditures

All expenditures, excepting debt service payments, are to pay for a mortgage agent responsible for debt service billing and management.

Debt Service

2011 Sales Tax Revenue Bonds

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

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

plus accrued interest, if any, to the date of redemption. The City has pledged all sales tax revenues to pay the debt service costs through maturity in 2031.

2011 Sales Tax Revenue Bonds			
Year Ending June 30	Principal	Interest	Total Debt Service
2016	160,000	135,450	295,450
2017	165,000	130,800	295,800
2018	170,000	126,000	296,000
2019	175,000	121,050	296,050
2020	185,000	114,250	299,250
2021-2025	1,025,000	464,187	1,489,187
2026-2030	1,250,000	261,435	1,511,435
2031	280,000	34,240	341,240
Total	3,410,000	1,387,412	4,797,412

Table 46- 2011 Sales Tax Revenue Bonds

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – WATER UTILITY (51)

Fund 51: Water Utility

Water Utility Fund 51: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Charges for Services	3,894,528	3,385,500	3,878,000	4,161,900	4,468,995	4,801,345
Transfers in	-	-	-	-	-	-
Other Revenue	148,690	55,000	80,000	84,000	88,200	92,610
Grant Revenue	53,000	-	-	-	-	-
Fund Operating Revenues	**4,096,219**	**3,440,500**	**3,958,000**	**4,245,900**	**4,557,195**	**4,893,955**
% Change From Prior Period	**19%**	**-16%**	**15%**	**7%**	**7%**	**7%**
Water Utility Fund 51: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	387,642	538,382	760,057	788,295	817,945	849,077
Materials, Supplies, and Services	920,995	989,704	1,018,104	1,016,104	1,016,104	1,016,104
Capital Outlay	2,792,209	512,220	231,832	139,000	115,000	115,000
Debt Service	158,291	692,425	694,000	693,925	690,275	691,475
Depreciation	-	-	-	-	-	-
Transfers	30,848	30,848	30,848	30,848	30,848	30,848
Administrative Charge	1,181,429	1,212,050	1,212,050	1,212,050	1,212,050	1,212,050
Total Fund Expenditures	**5,471,413**	**3,975,629**	**3,946,891**	**3,880,222**	**3,882,222**	**3,914,554**
% Change From Prior Period	**114%**	**-27%**	**-1%**	**-2%**	**0%**	**1%**

Table 47 - Water Utility (51) Revenues and Expenditures

Revenues

The majority of the revenues in this fund come from utility payments to the residents for both culinary and secondary water usage. Another source of revenue is transfers in from the Culinary Water Impact Fee Fund (56) and the Secondary Water Impact Fee Fund (57). These transfers are to help pay for the 2014 water revenue bonds issued to consolidate three bonds originally paid from the aforementioned funds. The remaining revenues are from service installations or miscellaneous charges.

Expenditures

The increase in personnel expenditures is due to one additional utility maintenance employee and changes in salaries implemented with the new pay plan.

Debt Service

2014 Water Revenue Bonds

On October 22, 2014 the City issued $9,995,000 in Series 2014 Water Revenue Bonds with a maturity date of December 1, 2033 with an average coupon rate of 3.051%. The bonds were issued to (1) finance the costs associated with acquiring, constructing, and equipping portions of the City's culinary water system, (2) refund the Series 2005, 2006, and 2009

Water Revenue Bonds, and (3) finance the cost of issuance of the Series 2014 Bonds. Each principal payment is subject to prepayment and redemption at any time, in whole or in part, in inverse order, at the election of the City. The redemption price is equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption. The City has pledged all water utility net revenues to pay the debt service costs through maturity in 2034.

2014 Water Revenue Bonds			
Year Ending June 30	Principal	Interest	Total Debt Service
2016	420,000	272,425	692,425
2017	430,000	263,925	693,925
2018	435,000	255,275	690,275
2019	445,000	246,475	691,475
2020	455,000	237,475	692,475
2021-2025	2,430,000	1,033,001	3,463,001
2026-2030	2,795,000	667,250	3,463,001
2031-2034	2,585,000	184,714	2,769,714
Total	9,995,000	3,160,540	13,155,540

Table 48 - 2014 Water Revenue Bonds

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – SEWER UTILITY (52)

Fund 52: Sewer Utility

Sewer Utility Fund 52: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Charges for Services	2,758,310	2,336,500	2,636,500	2,689,230	2,743,015	2,797,875
Other Revenue	-	-	-	-	-	-
Fund Operating Revenues	**2,758,310**	**2,336,500**	**2,636,500**	**2,689,230**	**2,743,015**	**2,797,875**
% Change From Prior Period	**20%**	**-15%**	**13%**	**2%**	**2%**	**2%**
Sewer Utility Fund 52: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	92,746	140,728	152,969	160,188	167,769	175,728
Materials, Supplies, and Services	1,444,944	1,646,585	1,646,585	1,646,585	1,646,585	1,646,585
Capital Outlay	118,132	253,905	138,000	-	-	-
Depreciation	-	-	-	-	-	-
Transfers and Other Uses	6,539	6,539	6,539	6,539	6,539	6,539
Administrative Charge	584,375	609,987	609,987	609,987	609,987	609,987
Total Fund Expenditures	**2,246,736**	**2,657,744**	**2,554,080**	**2,423,299**	**2,430,880**	**2,438,839**
% Change From Prior Period	**14%**	**18%**	**-4%**	**-5%**	**0%**	**0%**

Table 49 - Sewer Utility (52) Revenues and Expenditures

Revenues

All of the projected revenues come from charges for service. All utility customers pay a sewer fee for usage, and this is the main source of revenue for this fund. Any increase is due to an increase in the number of utility customers as the city grows.

Expenditures

The increase in the personnel expenditures is due to increase from the pay plan analysis. Materials, supplies, and services cover all materials necessary to maintain the entire current sewer infrastructure. The administrative charge covers the cost of the time spent by the administrative and public works department in administering the Sewer department.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – GARBAGE UTILITY (55)

Fund 55: Garbage Utility

Garbage Utility Fund 55: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Charges for Services	914,775	880,000	900,000	909,000	918,090	927,271
Fund Operating Revenues	**914,775**	**880,000**	**900,000**	**909,000**	**918,090**	**927,271**
% Change From Prior Period	**2%**	**-4%**	**2%**	**1%**	**1%**	**1%**
Garbage Utility Fund 55: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	-	-	-	-	-	-
Materials, Supplies, and Services	857,906	747,371	761,789	776,497	791,501	806,806
Administrative Charge	50,293	50,293	50,293	51,299	52,325	53,371
Total Fund Expenditures	**908,199**	**797,664**	**812,082**	**827,796**	**843,825**	**860,177**
% Change From Prior Period	**-11%**	**-12%**	**2%**	**2%**	**2%**	**2%**

Table 50 - Garbage Utility (55) Revenues and Expenditures

Revenues

All of the projected revenues come from charges for service. Those residents that sign up for garbage services pay a fee for usage, and this is the main source of revenue for this fund. Any increase is due to an increase in the number of garbage customers as the city grows.

Expenditures

Since garbage services are contracted out, the materials, supplies, and services line item covers all charges from the garbage contract including fees from the landfill, management fees, and any other contracted fee amounts. The administrative charge is charged from the General fund to pay for the cost of administering the operations of the fund.

Debt Service

None

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – STORM DRAIN UTILITY (54)

Fund 54: Storm Drain Utility

Storm Drain Utility Fund 54: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Charges for Services	407,434	400,000	410,000	414,100	418,241	422,423
Other Revenue	1,184	-	-	2,500,000	-	-
Fund Operating Revenues	**408,618**	**400,000**	**410,000**	**2,914,100**	**418,241**	**422,423**
% Change From Prior Period	**0%**	**-2%**	**3%**	**611%**	**-86%**	**1%**
Storm Drain Fund 54: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	50,143	83,791	76,443	80,182	84,108	88,230
Materials, Supplies, and Services	47,786	44,397	47,017	47,143	47,275	47,414
Capital Outlay	32,751	73,007	15,000	15,000	15,000	15,000
Depreciation	-	-	-	-	-	-
Transfers	75,000	122,713	47,713	47,713	47,713	47,713
Administrative Charge	334,692	323,164	323,164	323,164	323,164	323,164
Total Fund Expenditures	**540,372**	**647,072**	**509,337**	**513,201**	**517,259**	**521,520**
% Change From Prior Period	**92%**	**20%**	**-21%**	**1%**	**1%**	**1%**

Table 51 - Storm Drain Utility (54) Revenues and Expenditures

Revenues

All of the projected revenues come from charges for service and bond proceeds. All utility customers pay a storm drain fee for usage, and this is the main source of revenue for this fund. The bond proceeds in FY 2016 - 17 are for storm drain capital projects.

Expenditures

Personnel expenditures are estimated to increase given the increases in salaries from the pay plan analysis. Materials, supplies, and services contain all materials necessary to maintain the current storm drain infrastructure. The administrative charge is charged from the General fund (10) to pay for the cost of administering the fund operations.

Debt Service

None

FUND SUMMARY – STORM DRAIN UTILITY (54)

Capital Projects

Storm Drain Projects			
Capital Project	**Years in Construction**	**Description**	**Total Cost**
Harvest Moon Drive 2	From 2018	Correcting deficiency in storm drain capacities. The storm drain was undersized.	$148,900
Harvest Moon Drive 3	From 2019	Correcting deficiency in storm drain capacities. The storm drain was undersized.	$108,697

Effect of Capital Projects on Operating Budgets

Effect of Storm Drain Capital Projects on Operating Budgets			
Capital Project	**Impact**	**Estimated Costs**	**Fund Impacted**
Harvest Moon Drive 2	Additional costs for jetting as frequent as once per year.	Estimated costs are $500 annually.	General Fund (10)
Harvest Moon Drive 3	Additional costs for jetting as frequent as once per year.	Estimated costs are $500 annually.	General Fund (10)

FUND SUMMARY – WASTEWATER IMPACT FEE (53)

Fund 53: Wastewater Impact Fee

Wastewater Impact Fee Fund 53: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fee Revenue	302,025	300,000	325,000	328,250	331,533	334,848
Other Revenue	867	-	-	-	-	-
Transfers	-	-	-	-	-	-
Fund Operating Revenues	**302,892**	**300,000**	**325,000**	**328,250**	**331,533**	**334,848**
% Change From Prior Period	**-30%**	**-1%**	**8%**	**1%**	**1%**	**1%**
Wastewater Impact Fee Fund 53: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	178,886	1,486,303	-	16,214,267	-	-
Developer Reimbursements	153,266	-	-	-	-	-
Depreciation	-	-	-	-	-	-
Total Fund Expenditures	**332,153**	**1,486,303**	**-**	**16,214,267**	**-**	**-**
% Change From Prior Period	**-68%**	**347%**	**0%**	**0%**	**0%**	**0%**

Table 52 - Wastewater Impact Fee (53) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

The capital outlay line item contains the cost of the North Sewer Outfall Phase II capital project. Developer reimbursements are payments due to specific developers based on development agreements entered into by the City and the developer.

Debt Service

The below-mentioned capital projects may be funded by issuing debt. However, this is up to the discretion of the City Council and has yet to be determined.

Capital Projects

Though no projects are set to begin from this fund in FY 2016 - 17, the City will have ongoing projects in FY 2016 - 17 and may begin work on several capital projects during FY 2017 - 18.

FUND SUMMARY – WASTEWATER IMPACT FEE (53)

Wastewater Impact Fee Fund Capital Projects			
Capital Project	**Years in Construction**	**Description**	**Total Cost**
North Sewer Outfall Phase II	From 2016	Part of master plan to transition everything west of Redwood Road to a gravity system. This phase builds a gravity sewer line on west side of Redwood Road near Pioneer Crossing.	800,000
Inlet Park Lift Station Upgrade	From 2018	Increase the size of the capacity of the wet wells and increasing pumping capabilities. This would equate to larger pumps.	$300,000
Inlet Park Outfall Upsize Phase I	From 2018	Adding alternate sewer line through Legacy Farms to accommodate flow capacity not available down Old Saratoga Rd.	$1,399,000
Inlet Park Outfall Upsize Phase II	From 2018	Adding alternate sewer line through Legacy Farms to accommodate flow capacity not available down Old Saratoga Rd.	$1,445,782
River Crossing Trunk Phase II	From 2018	Part of North Sewer Outfall Phase II.	$1,060,285
River Crossing Trunk Phase III	From 2018	Part of North Sewer Outfall Phase II.	$3,376,145
North Trunk	From 2018	Sewer system from Market St. to TSSD collection point in Old Saratoga Rd. Includes River Crossing, North Sewer phases.	$8,633,055

FUND SUMMARY – WASTEWATER IMPACT FEE (53)

Effect of Capital Projects on Operating Budgets

Effect of Storm Drain Capital Projects on Operating Budgets			
Capital Project	**Impact**	**Estimated Costs**	**Fund Impacted**
North Sewer Outfall Phase II	Must be flushed and TV'd at least once per year.	Estimated costs are $5,000 annually.	Sewer Facility (52)
Inlet Park Lift Station Upgrade	Must be cleaned at least twice per year	Estimated costs are $1,000 annually.	Sewer Facility (52)
Inlet Park Outfall Upsize Phase I	Must be cleaned at least twice per year	Estimated costs are $1,000 annually.	Sewer Facility (52)
Inlet Park Outfall Upsize Phase II	Must be cleaned at least twice per year	Estimated costs are $1,000 annually.	Sewer Facility (52)
River Crossing Trunk Phase II	Must be flushed and TV'd at least once per year.	Estimated costs are $5,000 annually.	Sewer Facility (52)
River Crossing Trunk Phase III	Must be flushed and TV'd at least once per year.	Estimated costs are $5,000 annually.	Sewer Facility (52)
North Trunk	Must be flushed and TV'd at least once per year.	Estimated costs are $5,000 annually.	Sewer Facility (52)

FUND SUMMARY – CULINARY WATER IMPACT FEE (56)

Fund 56: Culinary Water Impact Fee

Culinary Water Impact Fee Fund 56: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fee Revenue	849,650	750,000	950,000	952,000	954,020	956,060
Other Revenue	2,360	-	-	-	-	-
Transfers	-	-	-	-	-	-
Fund Operating Revenues	**852,010**	**750,000**	**950,000**	**952,000**	**954,020**	**956,060**
% Change From Prior Period	**-10%**	**-12%**	**27%**	**0%**	**0%**	**0%**
Culinary Water Impact Fee Fund 56: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	1,120,533	71,241	-	-	-	-
Developer Reimbursements	-	500,000	500,000	500,000	500,000	500,000
Transfers Out	-	380,635	380,635	380,635	-	-
Debt Service	115,032	-	-	-	-	-
Depreciation	-	-	-	-	-	-
Total Fund Expenditures	**1,235,564**	**951,876**	**880,635**	**880,635**	**500,000**	**500,000**
% Change From Prior Period	**96%**	**-23%**	**-7%**	**0%**	**-43%**	**0%**

Table 53 - Culinary Water Impact Fee (56) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

The transfers line item is for transfers to the Water Utility Fund (51) to pay for debt service payments. Developer reimbursements are payments due to specific developers based on development agreements entered into by the City and the developer.

Debt Service

Though in FY 2014 - 15 the fund incurred debt service costs, the 2014 Water Bond consolidated the debt from this fund and is no paid for from the Water Utility Fund (51).

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

FUND SUMMARY – SECONDARY WATER IMPACT FEE (56)

Fund 57: Secondary Water Impact Fee

Secondary Water Impact Fee Fund 57: Revenues						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Impact Fee Revenue	610,607	200,000	1,000,000	1,000,000	1,000,000	1,000,000
Other Revenue	1,723	-	-	-	-	-
Transfers	-	-	-	-	-	-
Fund Operating Revenues	**612,329**	**200,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**
% Change From Prior Period	**80%**	**-67%**	**400%**	**0%**	**0%**	**0%**
Secondary Water Impact Fee Fund 57: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Capital Outlay	223,345	3,151,027	-	-	-	-
Debt Service	36,769	-	-	-	-	-
Transfers	-	48,000	48,000	48,000	48,000	48,000
Depreciation	-	-	-	-	-	-
Total Fund Expenditures	**260,114**	**3,199,027**	**48,000**	**48,000**	**48,000**	**48,000**
% Change From Prior Period	**-50%**	**1130%**	**-98%**	**0%**	**0%**	**0%**

Table 54 - Secondary Water Impact Fee (57) Revenues and Expenditures

Revenues

The majority of revenues come from impact fees charged to developers who are developing residential or commercial areas within the city limits.

Expenditures

The transfers line item is for transfers to the Water Utility Fund (51) to pay for debt service payments.

Debt Service

Though in FY 2014 - 15 the fund incurred debt service costs, the 2014 Water Bond consolidated the debt from this fund and is no paid for from the Water Utility Fund (51).

Capital Projects

None

Effect of Capital Projects on Operating Budgets

None

SPECIAL NOTE: PERSONNEL

Personnel

Recruiting and retaining high quality employees is a primary goal of Human Resources as the City progresses and fills vacancies. There continues to be an increasingly competitive market for municipal employees. Unemployment rates in Utah have decreased from 7.5 % (July 2010) to 3.4 % (February 2016). Utah is still below the national average of 5.0 % (March 2016).

Compensation

The proposed pay plan has been outlined in the short-term and upcoming issues section of this document. In summary, each position has an established pay range with a minimum, midpoint, and maximum base wage. Each employee will be eligible for an annual merit-based increase as determined by their performance evaluation and annual review. Each employee, depending on where there current base wage falls on their range, will receive one of three annual merit increases (see table below)

Wage Placement	Annual Merit Increase
Minimum up to Midpoint	Amount awarded shall be added to the employee's base pay
Midpoint up to Maximum	Amount awarded shall be divided between the employee's base pay and a bonus
At Maximum	Amount awarded will be in the form of a bonus

City-Provided Benefits

Health Insurance

The City contracts with PEHP to provide both traditional and high deductible health insurance plans. The City pays 90% of the premiums. Any employee who opts out of health insurance receives a monthly 401(k) contribution of $250.

Dental Insurance

The City contracts with EMI Health to provide dental insurance. The city pays 90% of the premiums. If an employee opts out of health insurance but elects to have dental insurance, the cost of the premium is deducted from the 401(k) contribution.

Retirement

The City offers pension retirement benefits through Utah Retirement Systems (URS). Three retirement programs are offered including the Public Employees' Noncontributory Plan,

Public Safety Retirement Plan (sworn police personnel), and the Firefighter Retirement Plan. Employer paid retirement contributions are governed by Utah State law and are subject to change annually. Current rates can be found in the table below. In 2008, the City opted out of Social Security. In lieu of Social Security payroll taxes, the City contributes the 6.2 % into a 401(k) plan for the employee.

Budgeted Retirement Plans	Contribution Rate (%)
Public Employees – Noncontributory	18.47
Public Safety	32.20
Firefighters	23.37

Table 55 - Saratoga Springs Retirement Contribution Rates

Life/Long-Term Disability

The City pays for a life insurance plan for each employee regardless of participation in health or dental insurance. The basic coverage is $50,000 with $5,000 for the spouse and up to $2500 for each child. As part of the employee's life insurance policy, there is an AD&D rider for up to $50,000. The City also pays for long-term disability insurance to provide up to 66% of an employee's salary if they are separated due to disability.

Holiday and Leave Time

The City provides 100 hours of holiday leave during a calendar year. In addition, the City provides tiered paid leave based on position and longevity.

Optional Employee-Funded Benefits

Vision Insurance

The City has contracted with EyeMed to provide vision insurance options for employees. Employees pay the full premium.

Flexible Spending Account (FSA)

The City offers Flexible Spending Accounts for employees to place pre-tax monies for medical or dependent care expenses.

Health Savings Account (HSA)

The City provides Health Savings Accounts to employees who have elected a high-deductible health insurance plan. The City contributes the difference between the traditional and the high-deductible plan premiums into those accounts.

401(k)/457/Traditional IRA/ROTH IRA

SPECIAL NOTE: PERSONNEL

The City participates in URS and has an employer contract with ICMA. Through these contracts, employees can elect to contribute to any of the following: 401(k), 457, Traditional IRA, or ROTH IRA account.

Personnel Counts by Department

Saratoga Springs Personnel Counts (FTEs)			
Department	**FY 2014 -15**	**FY 2016-17 w/Approved**	**FY 2017-18 Approved**
Administration	5.75	5.75	5.75
Attorney	2.44	2.94	2.94
Recorder	1.75	1.75	1.75
Utility Billing	1.75	1.75	2.5
Public Relations/Economic Development	1	1	1
Justice Court	2.29	2.29	3.025
Building	6	6.6	8.6
Engineering/GIS	4	5	5
Planning & Zoning	3.5	4.63	4.63
Police – Saratoga Springs	30.9	33.15	33.15
Police – Bluffdale	8.8	8.8	8.8
Fire	17.5	17.5	17.5
Public Works	5.5	5.5	5.5
Water	7.75	7.75	8.75
Sewer	2.75	2.75	2.75
Storm Drain	1	1	1
Streets	6	6	7
Public Improvements	5	5	5
Parks	13.6	13.6	13.6
Recreation	2.93	2.93	2.93
Civic Event/Communities That Care	1.125	1.125	1.125
Library	3.83	3.83	5.03
Total	**135.23**	**140.71**	**147.28**

Table 56 - Personnel Counts

Saratoga Springs FY 2017 Additional Personnel		
Department	**Position**	**FTEs**
Utility Billing	Utility Billing Clerk/Receptionist	.75
Legal	Legal Assistant	.5
Justice Court	ACE Court Clerk (Additional Hours)	.125
Building	Plans Examiner	1
Building	Building Inspector II	1
Water	Utility Maintenance I	1
Streets	Streets Supervisor	1
Library	Library Clerk (hours)	1.2
Total		6.575

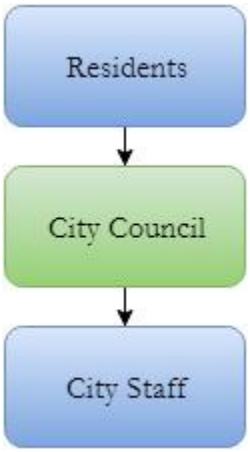
DEPARTMENTAL INFORMATION

DEPARTMENTAL INFORMATION

This section contains goals, performance measures, and financial information for each of the major departments in the City.

Mayor and City Council

The Mayor and City Council are responsible for the legislative duties of the City.



General Fund 10: Mayor and City Council						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	71,289	75,086	84,329	88,545	92,972	97,621
Materials, Supplies, & Services	34,258	44,185	44,185	44,185	44,185	44,185
Total Expenditures	**105,547**	**119,271**	**128,514**	**132,730**	**137,157**	**141,806**
% Change from Prior Period	**4%**	**13%**	**8%**	**3%**	**3%**	**3%**

Table 57 - Mayor and City Council Expenditures

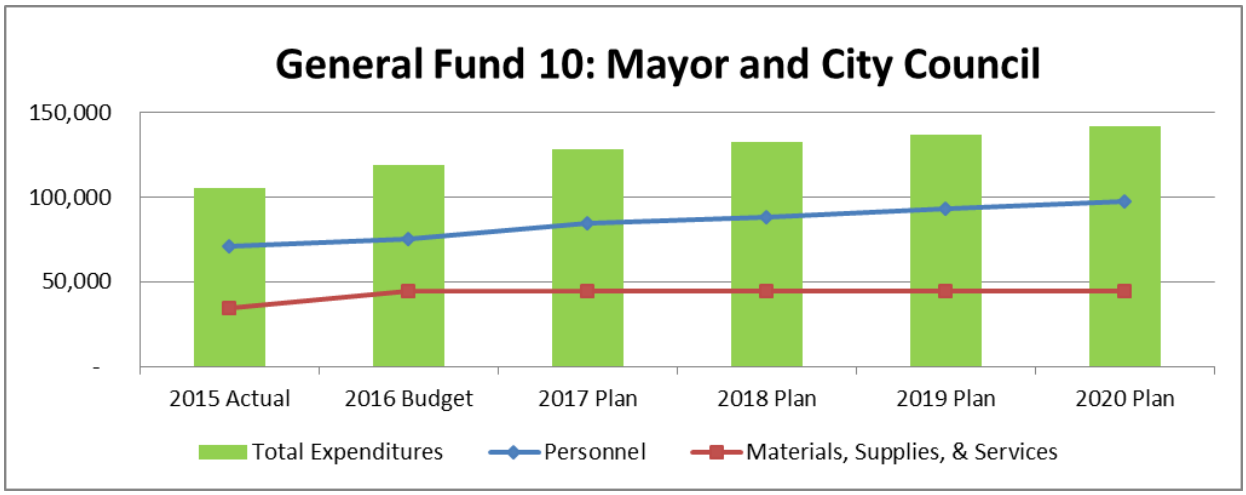
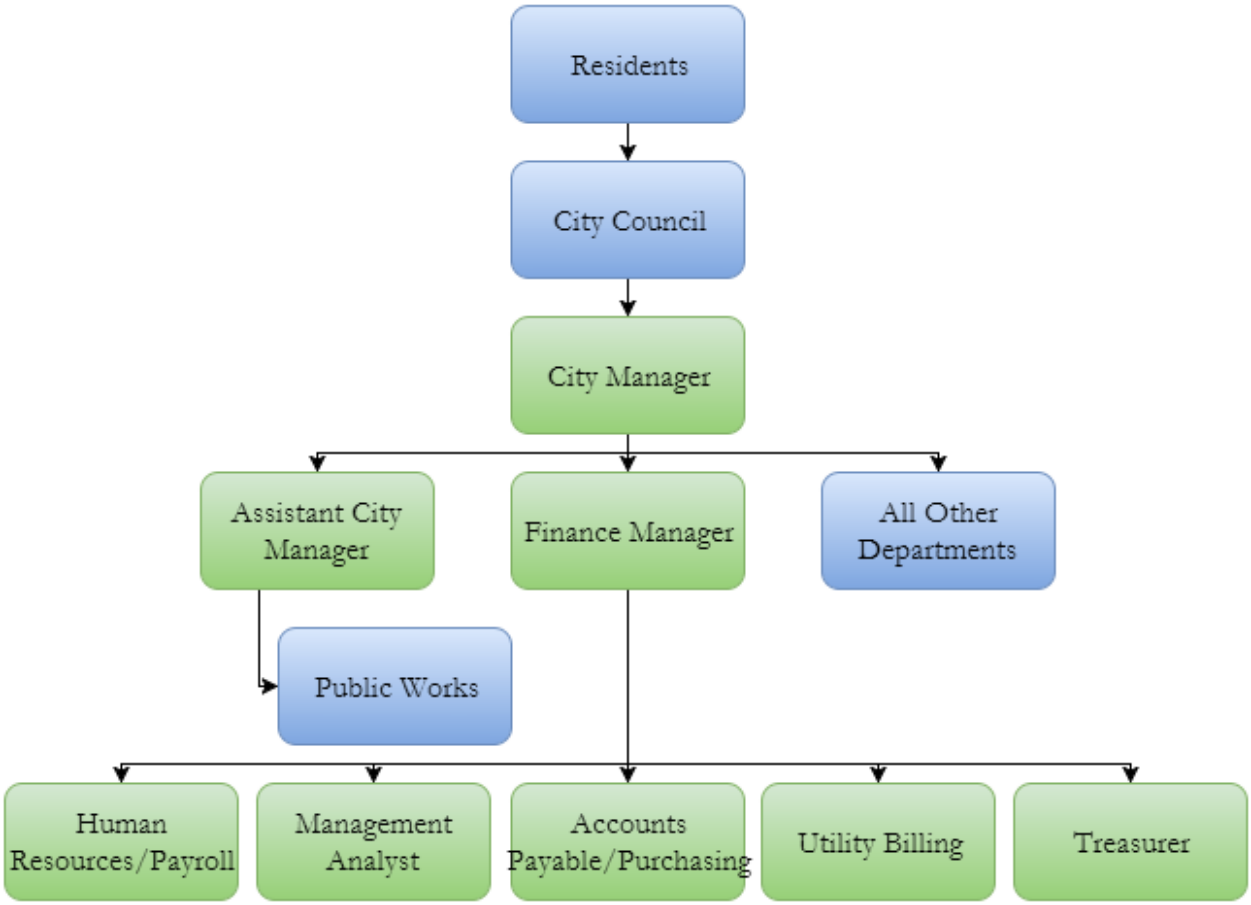


Chart 1 - Mayor and City Council Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

Administrative



The administrative department encompasses both administrative and financial functions. The city manager administers the day-to-day functions of the city and makes executive-level decisions regarding operations. The finance staff is responsible for preparing financial reports, analyzing performance, financial, and economic data, and maintaining vital organizational processes such as purchasing or payroll.

<u>Highlights</u>

- Budget Document Update and Refresh
- Treasurer became Certified Public Funds Investment Manager
- Received TAP Award from the Utah Trust
- Audited all Multi-Family and HOA Utility Accounts
- Developed cash-handling procedure adopted in new budget

Administrative Department Goals
Complete the audio by October 15th
Earn GFOA Distinguished Budget Award
Earn GFOA Excellence in Financial Reporting Award

Administrative Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
# of months month-end report completed by 15th	12	12
# of months financial reports presented to council by 10th of month	12	12

General Fund 10: Administrative Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	449,067	584,587	591,259	620,772	651,761	684,299
Materials, Supplies, & Services	62,860	51,711	52,611	53,511	54,411	55,311
Total Expenditures	**511,927**	**636,298**	**643,870**	**674,283**	**706,172**	**739,610**
% Change from Prior Period	**-8%**	**24%**	**1%**	**5%**	**5%**	**5%**

Table 58 - Administrative Expenditures

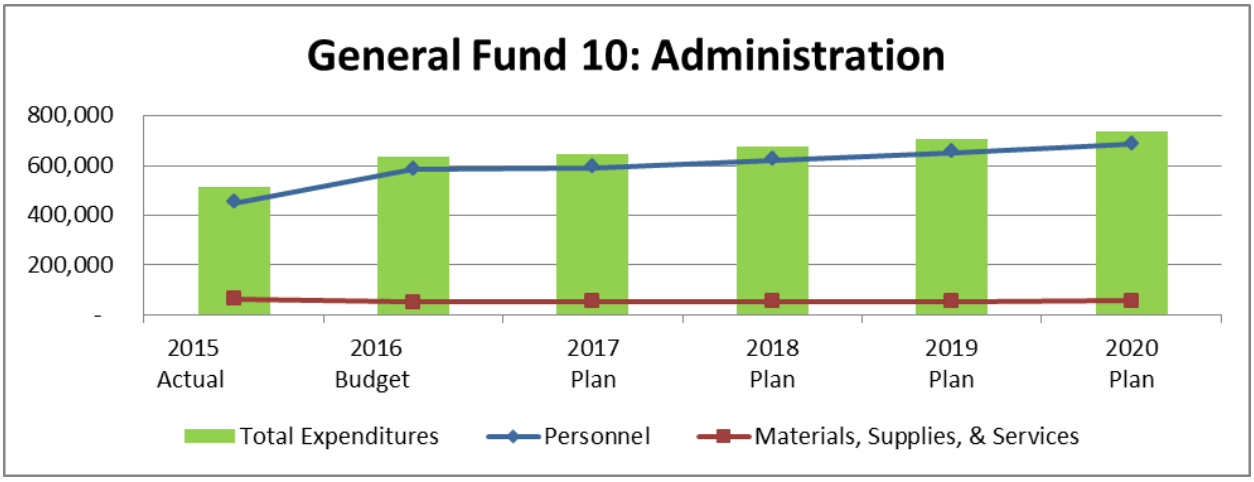


Chart 2 - Administrative Expenditures

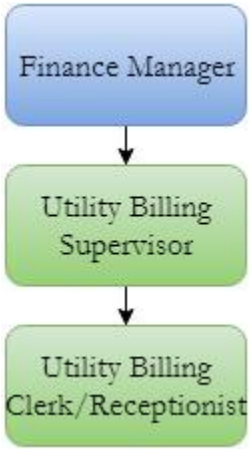
The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan. The increase in materials, supplies, and services is due to a $900/year increase to the financial auditor contract amount, an amount that is stipulated in contract.

Administrative Department Personnel FY 2015-16	
Position	**FTE**
City Manager	1

Finance Manager	1
Human Resource Specialist	1
Payroll Specialist	.75
Accounts Payable Manager	1
Management Analyst	1
Total	5.75

Table 59 - Administrative Department Personnel

Utility Billing



The utility billing department is responsible for all utility payments (e.g., water, sewer, and trash bills), utility maintenance management, and front desk reception and customer service.

Highlights

1. Implemented cash handling policy
2. Add contractor name and information to service requests which helps in the field
3. Scanning in all documents and attaching them to the resident files
4. Audited all HOA accounts

Utility Billing Department Goals
Write notes on accounts for everything done on account
Improve shut-off process
Change notification of shut-off to 30 days instead of 60 days

Measures	FY 2016 Target	FY 2016 Actual
% of billing concerns resolved within 24 hours	80	90
% of utility payments taken by receptionist	50	78

General Fund 10: Utility Billing Department						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	75,417	101,848	132,969	139,618	146,599	153,929
Materials, Supplies, & Services	35,802	41,581	41,581	41,581	41,581	41,581
Total Expenditures	**111,219**	**143,429**	**174,550**	**181,199**	**188,180**	**195,510**
% Change from Prior Period	**56%**	**29%**	**22%**	**4%**	**4%**	**4%**

Table 60 - Utility Billing Expenditures

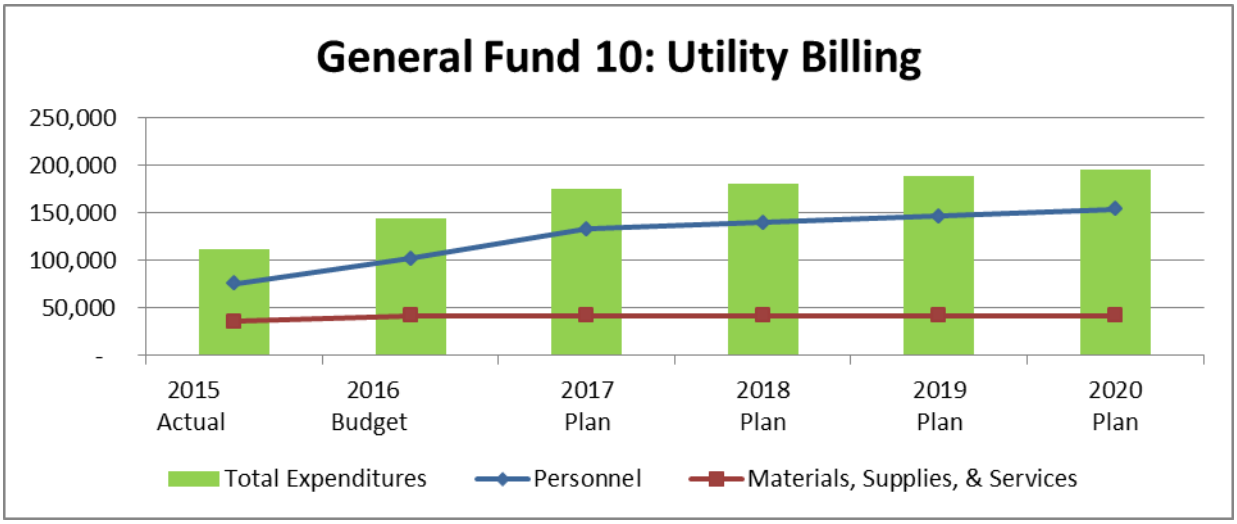


Chart 3- Utility Billing Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and an additional part-time utility billing clerk that was approved in FY 2016 - 17.

Utility Billing Department Personnel FY 2015-16	
Position	**FTE**
Utility Billing Supervisor	1
Utility Billing Clerk/Receptionist	.75
Total	1.75

Table 61 - Utility Billing Department Personnel

Treasurer

The treasurer department is responsible for maintaining the City's funds including day-to-day accounting functions, investments, and all receivables.

Highlights

The Treasurer certified with the National Association of Public Treasurers in US & Canada as a Certified Public Funds Investment Manager.

Treasurer Department Goals
Reduce Collection Fees – Lower rate from collection agency
Increase interest payments on investments to 1%

Treasurer Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Investment Return (%)	.99 %	.8 %

General Fund 10: Treasurer Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	75,961	84,703	87,830	92,221	96,832	101,674
Materials, Supplies, & Services	82,320	71,302	74,584	78,025	81,634	85,419
Total Expenditures	**158,281**	**156,005**	**162,413**	**170,246**	**178,466**	**187,092**
% Change from Prior Period	**15%**	**-1%**	**4%**	**5%**	**5%**	**5%**

Table 62 - Treasurer Expenditures

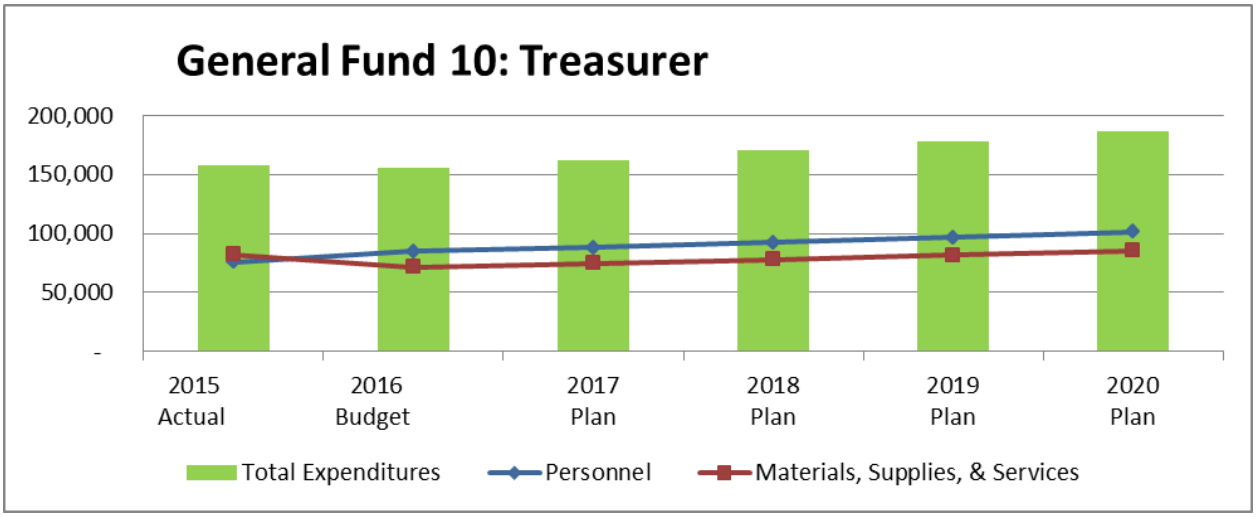


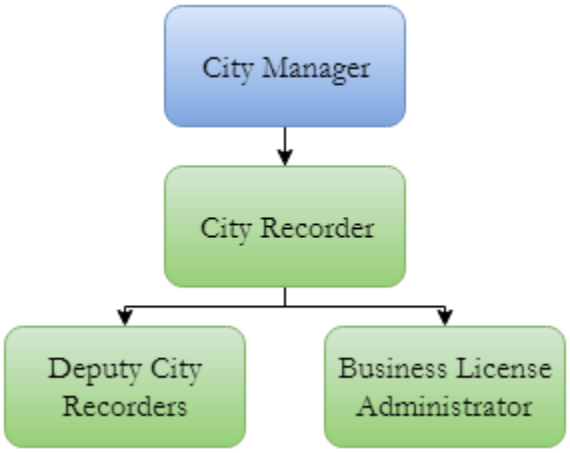
Chart 4 - Treasurer Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan. The increase in materials, supplies, and services is due to projected increases in credit card fees as more and more people pay their utility bills with credit cards

Treasurer Department Personnel FY 2015-16	
Position	**FTE**
City Treasurer	1
Total	1

Table 63 - Treasurer Department Personnel

Recorder



The City Recorder is responsible for documenting and maintaining the official records and actions of the Saratoga Springs City Council and Commissions. The Recorder maintains all Ordinances, Resolutions, agreements, and other official documents of the City. The City

DEPARTMENTAL INFORMATION

Recorder serves as the Election Official responsible for coordinating and conducting municipal elections for Saratoga Springs. The functions of the Recorder's office include administration of the business license program, records information/GRAMA, publication of official notices, and codification of ordinances into the municipal code.

Highlights

City Recorder Cindy LoPiccolo was appointed by the City Council on March 1, 2016. In addition, city contracts and agreements have been scanned into electronic format accessible to City employees.

Recorder Department Goals
Establish an electronic, alpha-numeric records management system for all Recorder files.

Recorder Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Council agendas posted 5 days prior to meetings	100%	100%
Council minutes completed for consideration of approval by the next regular meeting	100%	100%

General Fund 10: Recorder Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	80,442	129,409	141,373	148,230	155,429	162,989
Materials, Supplies, & Services	9,033	11,275	11,275	11,275	11,275	11,275
Total Expenditures	**89,475**	**140,684**	**152,648**	**159,505**	**166,704**	**174,264**
% Change from Prior Period	**-5%**	**57%**	**9%**	**4%**	**5%**	**5%**

Table 64 - Recorder Expenditures

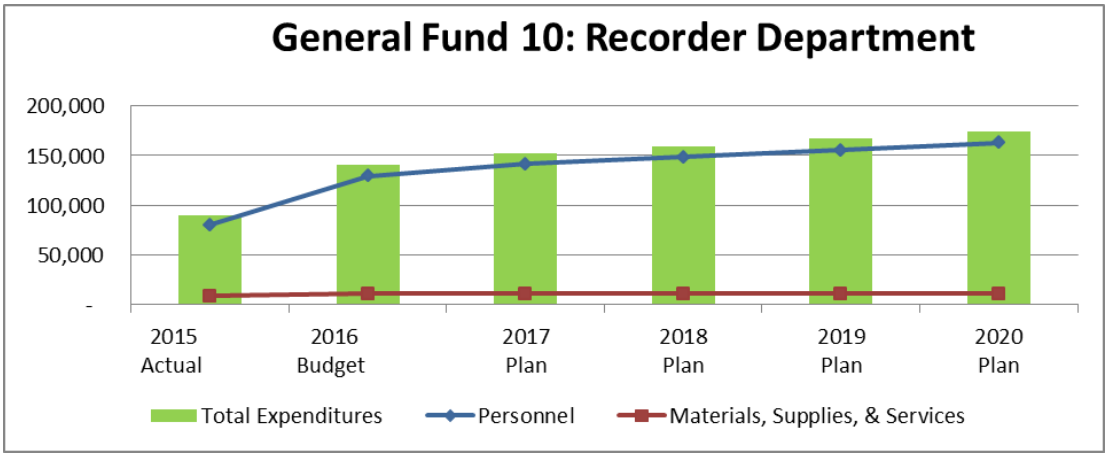


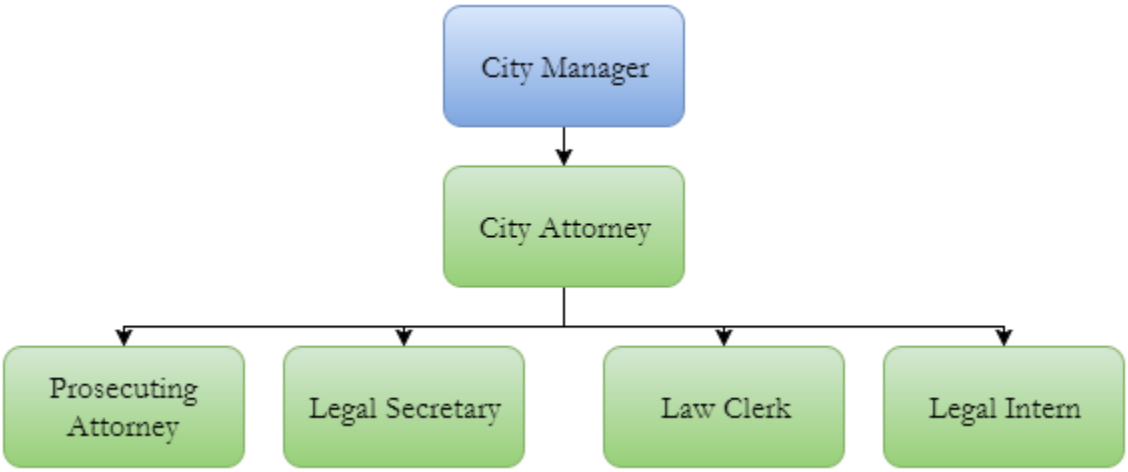
Chart 5 - Recorder Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

Recorder Personnel FY 2015-16	
Position	**FTE**
City Recorder	1
Deputy City Recorder	.75
Total	1.75

Table 65 - Recorder Department Personnel

Legal



The mission of the Saratoga Springs City Attorney's Office is to provide timely and accurate legal advice to the City and its elected officials, officers, and employees, vigorously and

effectively defend the City's legal rights, operations, and interests, and vigorously, justly, and effectively prosecute those who violate public policy, trust, or criminal law.

Highlights

-Dump Fire

-Hadco/JD V

-Correction of ownership of parcels

-Contract tracking in CityWorks

-Account for current job functions and prove increase in workload to show need for additional staffing to meet current workload and the foreseen increase in future workload.

-Create Plea in Abeyance document to be used in court.

-Attend VIP and Thinking Errors Class.

-Renew LEOJ Certification

Legal Department Goals
Complete paper to electronic file conversion by the end of the calendar year.
Assign duties, and prepare and carry out training procedure for/with new staff. Train legal staff in appropriate areas to perform or cover any necessary job function.
Create a system/database for organizing, scheduling, and maintaining functionality/training/testing of the CJIS database users in this jurisdiction and have it fully functioning by May of 2017.
Create and file information on all cases with e-warrants still in our jurisdiction by the end of July 2016.
Finish comprehensive traffic code for Saratoga Springs City.
Complete bi-annual training of SSPD
Meet as a legal staff at least once monthly to discuss caseload, legal issues, and complete cross-training.
Create and incorporate a system to record and file conversations with defense that will be readily accessible and easily understood by any who handle the cases.
Code Legal Amendments: Round 1- target date of August 2016, Round 2- target date of March 2017
Contracts tracking system in CityWorks - target date of October 2016
Correct ownership issues of HOA and public parcels - target date of September 2016
Implement a new case management system - target date of January

Legal Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Percent of calls handled within 24 hours	100%	90%

General Fund 10: Attorney						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	230,476	237,824	276,784	290,624	303,651	317,329
Materials, Supplies, & Services	36,143	45,455	45,455	45,455	45,455	45,455
Total Expenditures	**266,619**	**283,279**	**322,239**	**336,079**	**349,106**	**362,784**
% Change from Prior Period	**5%**	**6%**	**14%**	**4%**	**4%**	**4%**

Table 66 - Attorney Expenditures

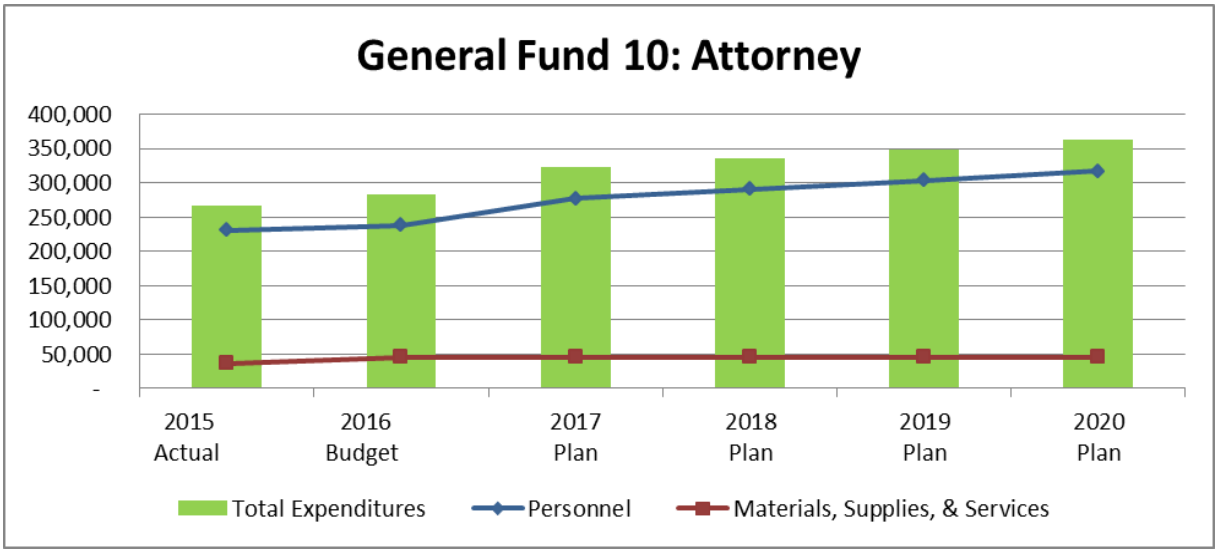


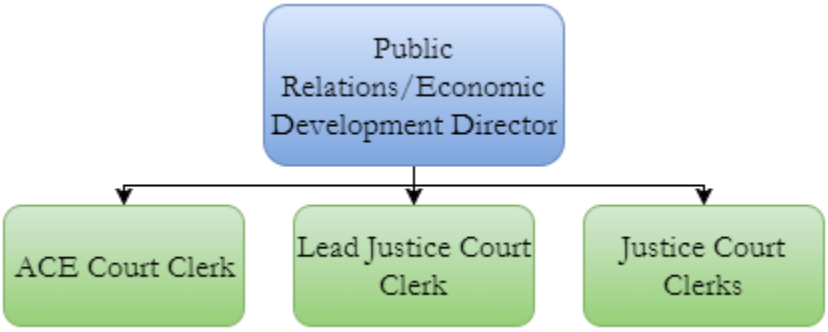
Chart 6 - Attorney Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and an additional part-time legal assistant that was approved in FY 2016 - 17.

Legal Personnel FY 2015-16	
Position	**FTE**
City Attorney	1
Prosecuting Attorney	.56
Law Clerk	.375
Legal Secretary	.5
Total	2.435

Table 67 - Legal Department Personnel

Justice Court



The Justice Court is responsible for the administration of Class B and C misdemeanors, violations of ordinances—also known as ACE Court—,small claims, and infractions committed within the jurisdictional territory of Saratoga Springs City.

Highlights

The clerks were able to dispose of all backlogged cases that were taking up storage space in the office.

Justice Court Department Goals
Scan all existing cases in continuing the process of being paperless
Increase the percentage of disposed cases on our statewide monthly Justice Court Performance Reports

Justice Court Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
# of weeks bail notices mailed out	52	49
# of weeks delinquent notices mailed	52	49
# of months warrants on citations issued	12	12
% of time bench warrants on criminal FTA issued within one week of court date	100%	100%
# of months case summary report submitted to State by the 10th of each month	12	12
# of annual warrant audits complete	1	1

General Fund 10: Justice Court						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	114,117	131,138	161,068	169,022	177,373	186,141
Materials, Supplies, & Services	120,675	124,380	124,380	124,380	124,380	124,380
Total Expenditures	**234,792**	**255,518**	**285,448**	**293,402**	**301,753**	**310,521**
% Change from Prior Period	**-2%**	**9%**	**12%**	**3%**	**3%**	**3%**

Table 68 - Justice Court Expenditures

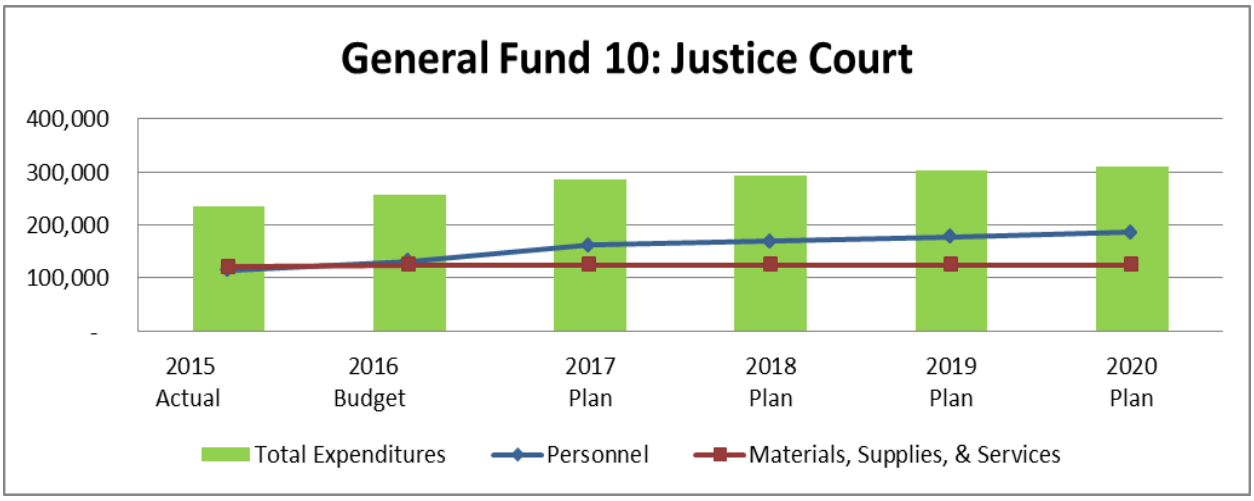


Chart 7 - Justice Court Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and the additional hours for an ACE Court Clerk that was approved in FY 2016 - 17.

Justice Court Personnel FY 2015-16	
Position	**FTE**
Lead Court Clerk	1
Court Clerk	1
Justice Court Judge	.29
Total	2.29

Table 69 - Justice Court Department Personnel

Non-Departmental

The Non-Departmental section contains insurance premiums, on-going software maintenance costs, consulting services, and city enhancements.

General Fund 10: Non-Departmental and Transfers						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	1,853	-	-	-	-	-
Materials, Supplies, & Services	453,835	519,733	609,233	579,233	579,233	579,233
Interfund Transfers	1,344,074	442,070	414,342	417,348	453,854	530,836
Total Expenditures	**1,799,764**	**961,806**	**1,023,579**	**996,586**	**1,033,093**	**1,110,076**
% Change from Prior Period	**-32%**	**-47%**	**6%**	**-3%**	**4%**	**7%**

Table 70- Non-Departmental Expenditures

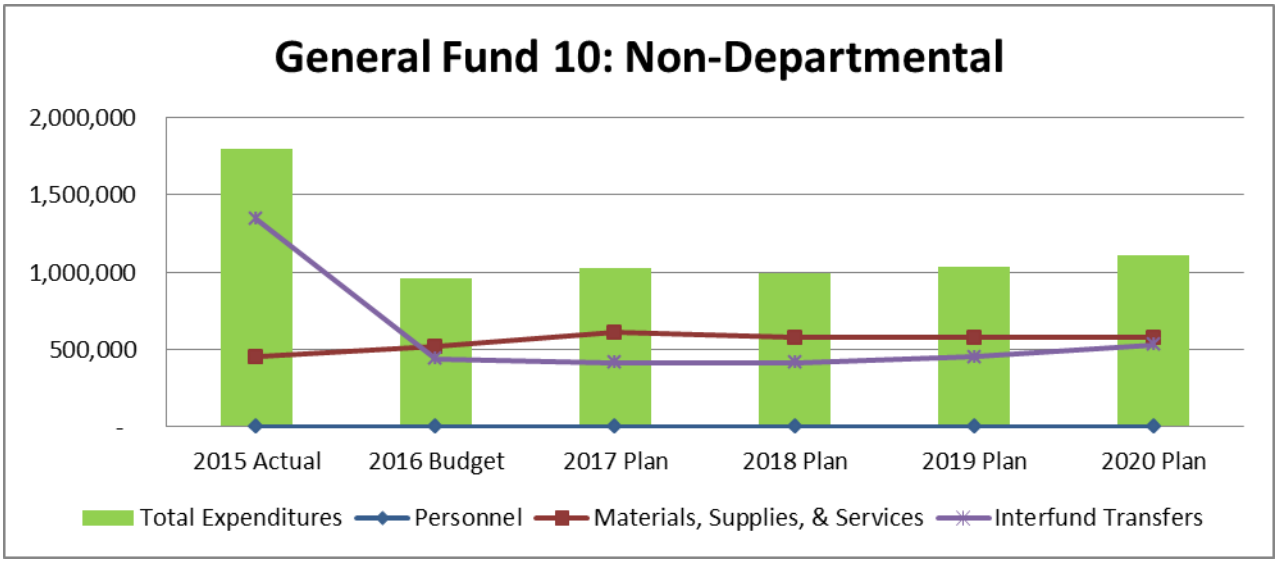


Chart 8 - Non-Departmental Expenditures

The increase in materials, supplies, and services is due to the approved website redesign and increased insurance premiums.

General Government Buildings and Grounds

The General Government Buildings and Grounds section contains expenditures for maintaining current facilities and their grounds including City Hall, the Public Works Building, and the North and South Fire stations.

General Fund 10: Buildings and Grounds						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Materials, Supplies, & Services	440,328	191,164	192,025	192,912	193,825	194,766
% Change from Prior Period	**142%**	**-57%**	**0%**	**0%**	**0%**	**0%**

Table 71 - Buildings and Grounds Expenditures

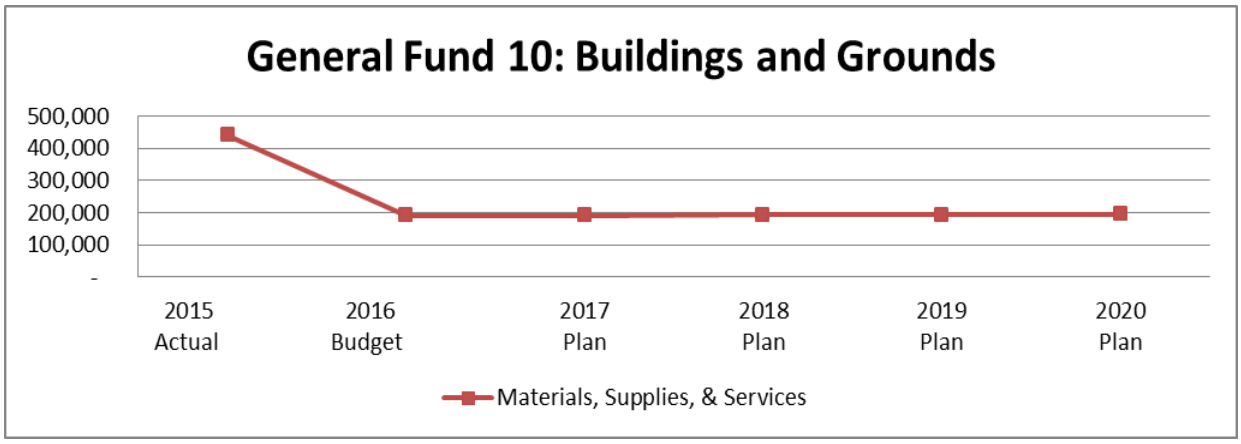
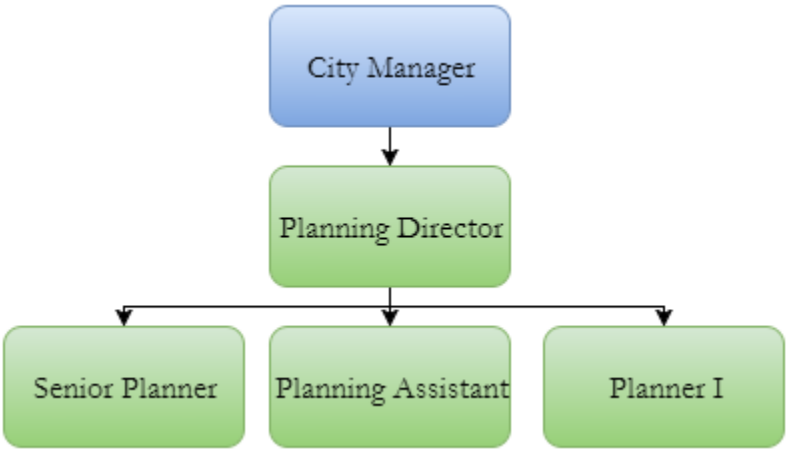


Chart 9 - Buildings and Grounds Expenditures

The increase in materials, supplies, and services is due to incremental expense increases for utility bills, custodial services, and general building maintenance.

Planning & Zoning



The planning and zoning department is responsible for reviewing current development applications against the requirements of Land Development Code, updating the Code and other guiding documents, and preparing long range plans such as the General Plan.

<u>Highlights</u>

-Major revisions and code cleanups (landscaping, sign code, and more)

-Consistently meeting 2-week review timeline

-Long Range Planning efforts: Bike/Ped study nearly complete, ongoing coordination with UDOT, and beginning of General Plan Update

-Improved project turnarounds and workload due to delegation of approvals to Planning Staff

-Hired and trained two new planners that are managing a large workload and doing a fantastic job!

-Hired consultant for General Plan update.

Planning Department Goals
Improve Cityworks usage in order to have adequate data to calculate typical time spent per application.
Obtain presentation training and improve public presentations.
Finish the General Plan overhaul and update, and begin related Code amendments.
Transfer old digital Planning files to Laser Fiche.
Continue to ensure timely project review, provide ongoing training, and meet other benchmark goals.
Each Planner attend 1 conference or training. Ongoing training for Planners to maintain skills and stay up on industry changes. Maintain APA memberships and attend conferences as appropriate.
Track total number of projects, hearings, and meetings to ensure reasonable workload.

Planning & Zoning Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Quarterly Code Amendments	4/year	4/year
Redlines completed within 2 weeks	95%	95%
Percent implementation and use of Cityworks	100%	95%
Percent of all projects with checklist	100%	90%

General Fund 10: Planning and Zoning Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	329,135	390,294	405,979	440,459	462,050	484,720
Materials, Supplies, & Services	6,754	9,635	105,635	30,635	30,635	30,635
Total Expenditures	**335,889**	**399,929**	**511,614**	**471,094**	**492,685**	**515,355**
% Change from Prior Period	**11%**	**19%**	**28%**	**-8%**	**5%**	**5%**

Table 72 - Planning and Zoning Expenditures

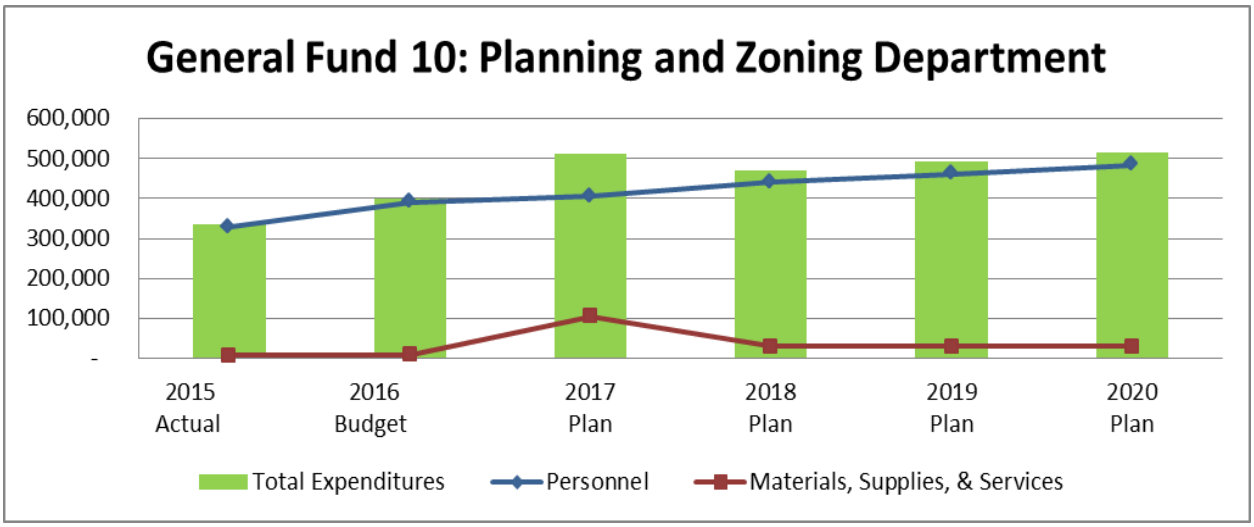


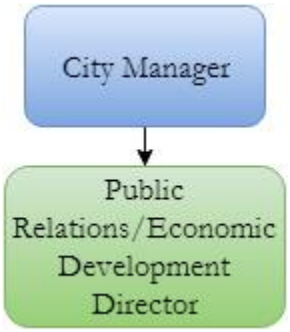
Chart 10 - Planning and Zoning Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and the additional hours for a planning only Administrative Assistant in FY 2017 - 18. The increase in materials, supplies, and services is due to the approved general plan update, consulting, and education/training/memberships for the additional planner.

Planning and Zoning Personnel FY 2015-16	
Position	**FTE**
Planning Director	1
Senior Planner	1
Planner I	2
Planning Assistant	.625
Total	4.625

Table 73 - Planning and Zoning Personnel

Communications & Economic Development



The communication and economic development department is responsible for the promotion and implementation of the strategic communications for Saratoga Springs and

for business recruitment, business retention and promotion of the City to the business and development community.

Highlights

-Helped coordinate communications between City staff, contractors and residents during the secondary water meter project.

-Worked with land owners and developers to attract new retail and commercial tenants

-Attended ICSC conference to help recruit new retail tenants to Saratoga Springs.

-90% publication rate for press releases/media pitches

-City Booth at Splash discussing future water infrastructure projects

-Increased presence on social media

-CitySourced app made available for public use

-Youth Council attended 2016 Day at the Legislature and participated in the mock debate

Communications & Economic Development Department Goals
Citizen Survey
Economic Development Strategic Plan
Develop & Implement style guide for City communications
Website redesign
City Council Cottage Meetings
Mayor's Economic Development Summit

Communications & Economic Development Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
Update City's social media platforms 4-5 times per week Goal	90%	80%
Add/remove new or outdated website information within 24 hours Goal	90%	85%
Respond to development requests/questions within 24 hours Goal	90%	90%
Respond to citizen requests/questions within 24 hours Goal	95%	85%
Respond to media requests/questions within 24 hours Goal	100%	100%
Post events to City's event calendar within 24 hours Goal	95%	85%

General Fund 10: Communications and Economic Development						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	94,186	99,604	114,632	120,364	126,382	132,701
Materials, Supplies, & Services	15,841	28,900	28,900	28,900	28,900	28,900
Total Expenditures	**110,027**	**128,504**	**143,532**	**149,264**	**155,282**	**161,601**
% Change from Prior Period	**-3%**	**17%**	**12%**	**4%**	**4%**	**4%**

Table 74- Communications and Economic Development Expenditures

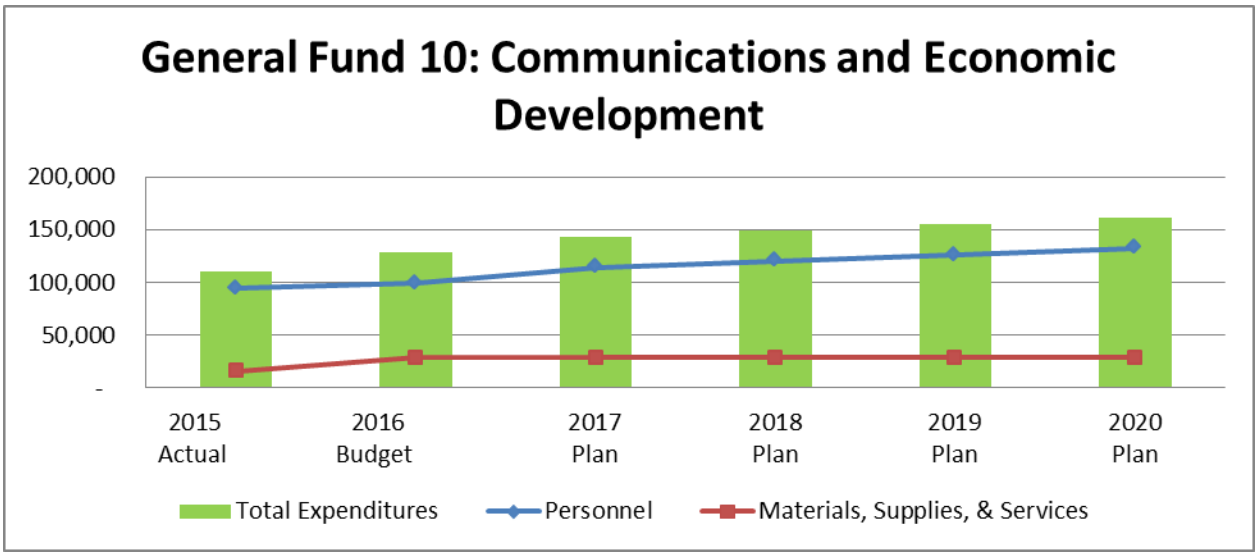


Chart 11 - Communications and Economic Development Expenditures

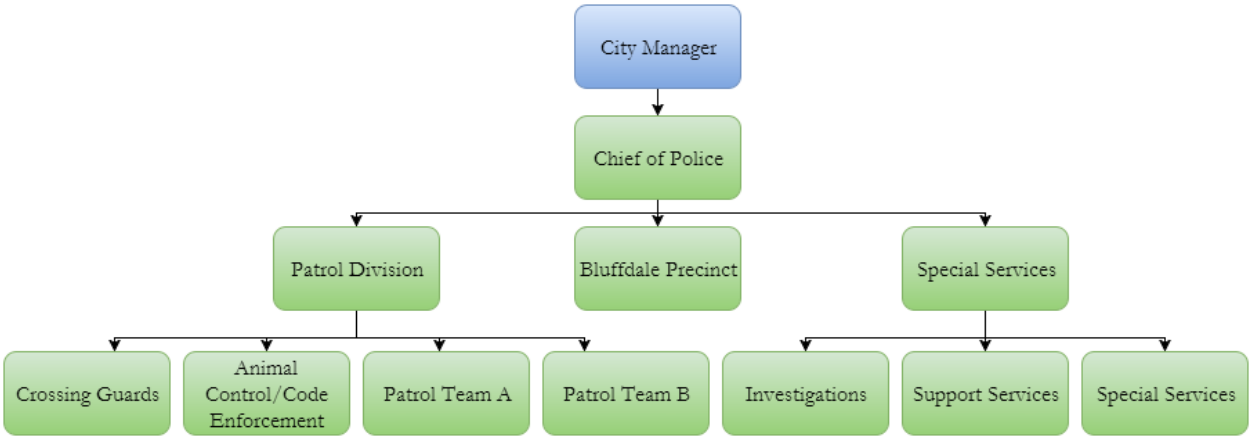
The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

Communication and Economic Development Personnel FY 2015-16	
Position	**FTE**
Public Relations Director/Economic Development Director	1
Total	**1**

Table 75 - Communication and Economic Development Personnel

DEPARTMENTAL INFORMATION

Police (including Bluffdale)



The Saratoga Springs Police Department provides law enforcement services for the cities of Saratoga Springs and Bluffdale in order to protect life and property, support the highest level of public safety, and to help maintain the quality of life.

<u>Highlights</u>

1. The police department conducted patrol operations 7 days a week, 24 hours per day in both cities, and animal control/code enforcement patrol six days per week in Saratoga Springs. This included 24/7 supervision and minimum manning of two officers on duty in Saratoga Springs and one officer on duty in Bluffdale on a 24/7 basis. One new position was added in patrol during FY2015-16 in Saratoga Springs. Response time to Priority One calls was 8 minutes and 49 seconds, which is more than one minute above the target/goal response time of 7 minutes. The total number of calls for service was just under 16,000. Of those calls for service, 9,180 of them required a report or multiple reports. This represented a 20% increase in the number of calls for service over the previous year, and a 30% increase in the number of cases requiring reports. The patrol bicycles were utilized for selected special events. Vacation checks as requested by citizens were completed as officers and/or volunteers were available. School crossing guard services at the city's elementary schools were provided at roughly 5.5 hours per day at each elementary school.

2. The police department maintained the highest quality of investigations to include the use of state of the art investigative equipment such as the Cellebrite Smart Phone Data Analysis System, an upgraded modern pole surveillance camera system, interview recording equipment, and a computerized Total Traffic Station system. The department recently purchased a SAFRAN electronic fingerprint system that

interfaces directly with Utah BCI. The department maintained a Violence Against Women initiative and participates on a Violence Against Women Task Force. In March 2016, the department added one half-time School Resource Officer to work in the middle school. About 90% of cases were cleared or closed within six months of receipt in the Investigations Unit. The Victim Services Coordinator provided services to 100% of victims requesting assistance and exceeded all expectations as set forth in the State of Utah grant that supports victim services. A new part time grant funded victim advocate position has been approved for 2016-17. A detective was assigned as a Liaison to the Utah State Information Analysis Center. One detective attended the prestigious Force Science School for Investigations. All detectives attended specialized training. The department obtained a cargo trailer that has been outfitted as a crime scene and major accident scene trailer. This trailer carries specialized investigative equipment.

3. The hands-on and task focused training program was continued and included use of force training, specialized firearms training and imaginative skill oriented training. This included the use of the new state of the art firearms simulation system at the UPD Range as well as active shooter scenarios at various schools and at Camp Williams. Several officers attended specialized training events and schools. Police department officers each averaged almost 100 hours of training.

4. New enhanced electronic rifles sites were obtained for all sworn personnel. This is additive to the iron sites. All pistols were replaced, with the department moving to issue a 9mm Glock pistol instead of the .40 caliber Glock previously issued. This decision is based on law enforcement and FBI studies that say many officers are more accurate with the 9mm versus the .40 caliber pistol, which equates to greater public safety.

5. The department's tactical team equipment and training continued to improve, with specialized training conducted on a regular basis as well as in several schools and at several venues throughout both cities as well as at Camp Williams. The team also conducted training on several occasions with the Unified Police Department SWAT Team.

6. The department provided specialized law enforcement capabilities such as commercial truck inspections/enforcement, a police service dog, bicycle patrol, police motorcycle (Bluffdale Precinct), and special weapons and tactics team (SWAT).

7. The department obtained a new speed trailer, doubling the department's capacity. The new speed trailer, in addition to measuring and displaying the speeds, also conducts specialized counting and data collection for traffic/speed analysis.

8. A new unit was created with existing personnel. This unit will be supervised by a sergeant whose position is a newly authorized allocation. The "Special Services Unit" will include the CVSA (truck inspections), animal control/code enforcement, training management, and court security/bailiffs. The sergeant who leads this unit will also serve as the department Public Information Officer and assist the chief of police with research for policy management.

9. Most officers were issued a body camera. Uniform patrol officers are required to utilize the body camera while on duty. Dash mounted camera systems within patrol cars were increased and enhanced. Additional safety vests, automatic external defibrillators (AEDs) and other first aide equipment were obtained. Every officer carries (in his/her vehicle) the new style rescue tourniquet, a first aid kit, a rescue rope, and a personal flotation device.

10. A law enforcement curriculum was taught to high school students at Westlake High School where the department provides a full time School Resource Officer. Additionally, a school program entitled Drug Awareness and Resistance Education (DARE) was taught within the Saratoga Springs and Bluffdale elementary schools to approximately 1550 students (1550 within Saratoga Springs and 200 within Bluffdale). The department added a half time School Resource Officer at Vista Heights Middle School. This program has proven to be very popular and effective in dealing with youth at that venue. The department K-9 officer also gave several presentations in schools.

11. The department conducted a citizen's academy. One new volunteer was recruited to participate in the Volunteers In Police Service (VIPS) program. The VIPS volunteers provided approximately 1448 hours of volunteer service to the department during 2015-16. The Explorer Scout Post grew from 8 Explorer Scouts to 16. Advisors consisted of one civilian advisor and two police officers. The Explorer Post provided over 132 hours of volunteer service time. The Post also conducted over 50 hours of training.

12. The department conducted a special event in support of the National Night Out Against Crime, with hundreds of citizens visiting the displays and speaking with officers.

13. The department's Neighborhood Outreach program conducted 85 meetings and/or training events in support of neighborhood watch and other police safety programs.

14. The department supported numerous community oriented events including The National Guard Governor's Day celebration at Camp Williams, Torch Run events in support of Special Olympics, Saratoga Springs "Splash" town days, and the Bluffdale Old West Days and Rodeo.

15. The department conducted professionally managed, competitive, and fair recruitment and promotional processes, using similar methods as those employed by large agencies with merit systems.

16. A contract was awarded by the city for an architect to conduct a needs assessment and basic floorplan design of a new police facility. The police department is currently housed in a facility of just less than 4,000 square feet, when at this time it should occupy a facility of about 9-10,000 square feet.

Police Department Goals
Add three Patrol Officers and one full time detective Corporal to improve efficiency and officer safety.
Implement the new HR systems for merit increases and other actions.
Improve retention by creating opportunity for career enhancing assignments such as K-9, motors.
Improve budget management.
Increase use of bike patrols.
Use Spillman mapping capabilities to enable better analysis of crime trends.
Increase community interaction through greater use of Volunteers In Police Service, Neighborhood Outreach, Explorers, and other programs.

Police Department Performance Measurers		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Response times for priority calls	7 minutes	8:49 minutes
All assigned cases cleared within 6 months	100%	90%
Elementary students in DARE program	600	1550
Explorer hours of service	150	132
Hours of training per officer per year	80	99.5
% of time with 24/7 supervision and minimum of 2 officers	100%	100%
Hours of bike patrol per week in the summer	4	0
% of vacation checks completed	100%	90%

General Fund 10: Police Department - Saratoga Springs						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	2,260,587	2,436,940	2,641,653	2,768,027	2,900,720	3,040,047
Materials, Supplies, & Services	489,421	404,068	423,413	423,413	423,413	423,413
Capital	25,449	-	-	-	-	-
Total Expenditures	**2,775,457**	**2,841,008**	**3,065,066**	**3,191,440**	**3,324,133**	**3,463,460**
% Change from Prior Period	**9%**	**2%**	**8%**	**4%**	**4%**	**4%**

Table 76 - Police (Saratoga Springs) Expenditures

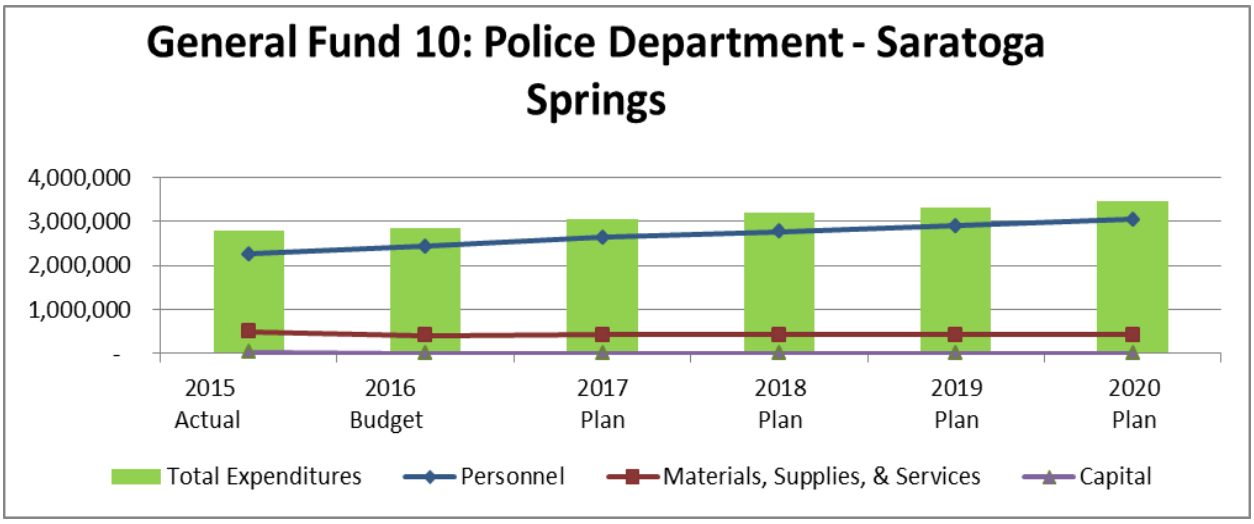


Chart 12- Police (Saratoga Springs) Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and the following approved personnel: one Sergeant, one Police Officer III, and a part-time detective. The increase in materials, supplies, and services is due to an increase in dispatch fees.

General Fund 10: Police Department - Bluffdale						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	557,013	732,111	742,550	777,179	813,540	851,719
Materials, Supplies, & Services	129,755	174,125	174,125	174,125	174,125	174,125
Capital	-	-	-	-	-	-
Total Expenditures	**686,768**	**906,236**	**916,675**	**951,304**	**987,665**	**1,025,844**
% Change from Prior Period	**-3%**	**32%**	**1%**	**4%**	**4%**	**4%**

Table 77 - Police (Bluffdale) Expenditures

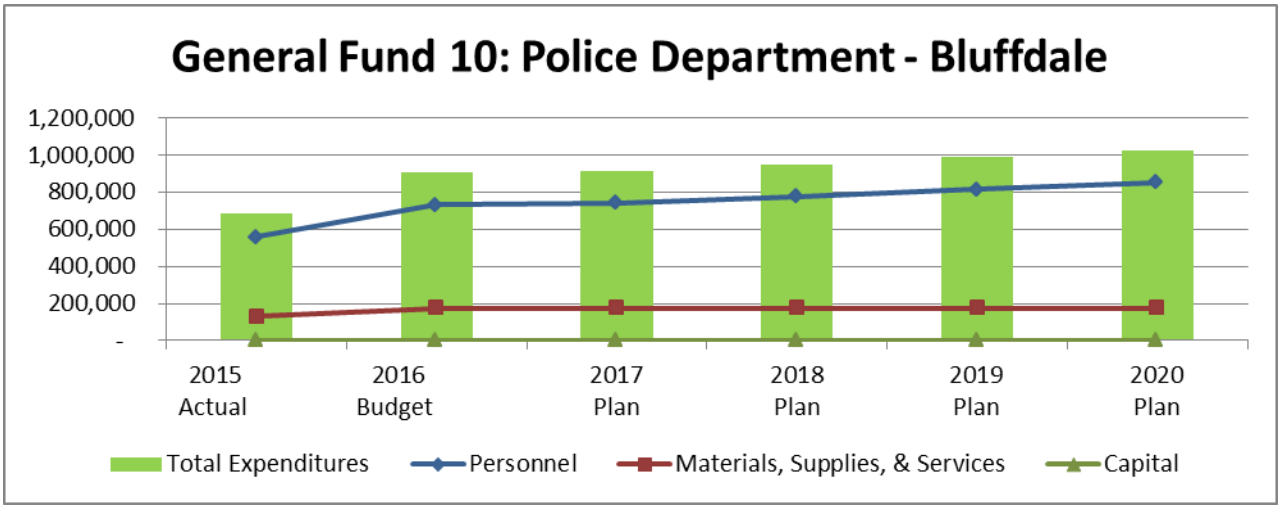


Chart 13 - Police (Bluffdale) Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

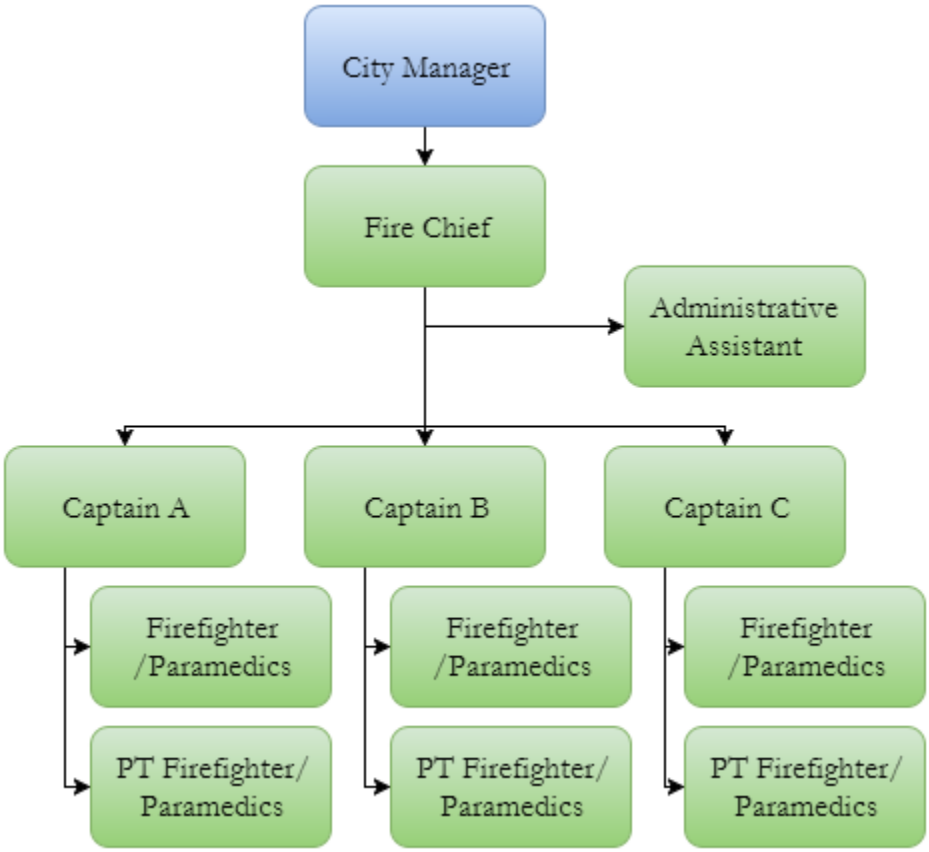
Police Personnel FY 2015-16	
Position	**FTE**
Police Chief	1
Corporal	4
Patrol Sergeant	4
Police Officer III	5
Police Officer II	3
Police Officer I	4
Reserve Officer/Detective	1.5
Code Enforcement	2
Administrative Assistant	1
Records Clerk	2.5
Bailiff	.3
Crossing Guard Supervisor	.5
Crossing Guard	3.1
Neighborhood Watch	.5
Victim Advocate	.75
Total	**33.15**

Table 78 - Police Personnel

Bluffdale Police Personnel FY 2015-16	
Position	**FTE**
Patrol Sergeant	1
Police Officer III	2

Police Officer II	2
Police Officer I	3
Reserve Officer/Detective	.3
Records Clerk	.5
Total	**8.8**

Fire



Saratoga Springs Fire & Rescue provides structural and wildland firefighting as well as an EMT-Paramedic EMS ambulance service. Saratoga Springs Fire & Rescue is one of the highest trained and specially equipped agencies in the region with respect to water, ice, and back country rescues.

Measures to be added for FY2017	FY 2017 Target
Develop and implement regional leadership training offering	1
Develop and implement department leadership and mentoring process and opportunities	3
Develop and implement live fire training opportunities	10

Fire Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
% of required annual business inspections completed	80	100
% of annual performance evaluations completed	90	98
% of emergency calls for EMS responded to under 7:40	90	85
% of emergency fire calls responded to under 8:30	90	82
% of requisite training being conducted and maintained	90	95
% of vehicles inspected and maintained daily	100	80

General Fund 10: Fire Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	1,301,138	1,523,101	1,598,726	1,678,132	1,761,508	1,849,053
Materials, Supplies, & Services	299,248	299,248	299,248	299,248	299,248	299,248
Total Expenditures	**1,600,386**	**1,822,349**	**1,897,974**	**1,977,380**	**2,060,756**	**2,148,301**
% Change from Prior Period	6%	14%	4%	4%	4%	4%

Table 79 - Fire Expenditures

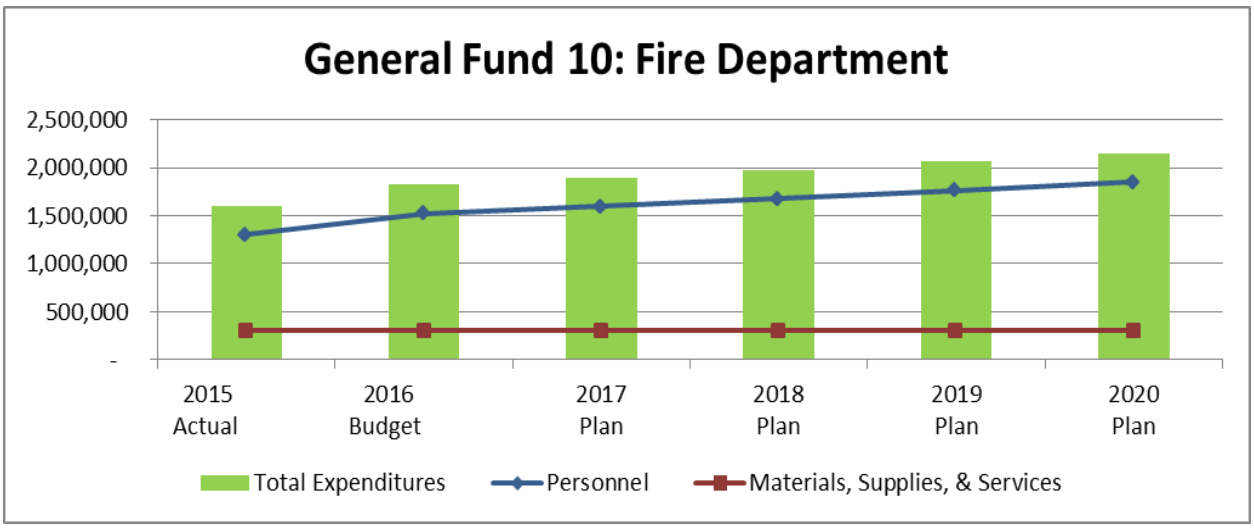


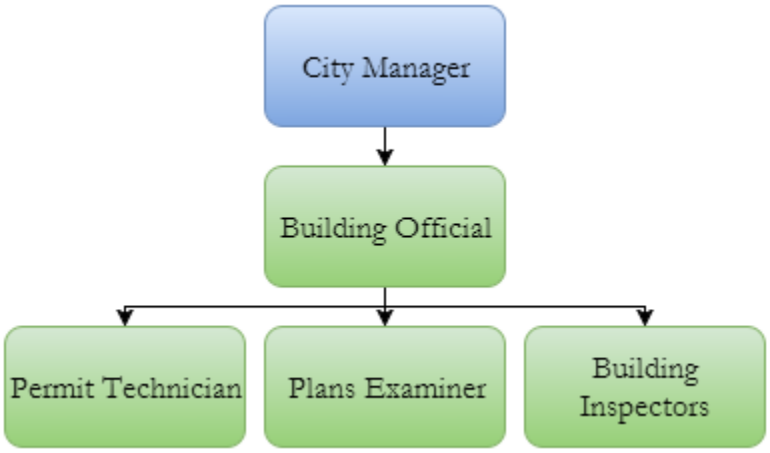
Chart 14 - Fire Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and the three Firefighter/Paramedics that were approved.

Fire Personnel FY 2015-16	
Position	FTE
Fire Chief	1
Fire Captain	3
Firefighter/Paramedics	6
Administrative Assistant	.7
PT Firefighters	10.3
Total	**21**

Table 80 - Fire Personnel

Building



The Building Department is responsible for plan reviews, issuing building permits, and completing all required building inspections on commercial buildings, residential projects, additions, remodels, and basement finishes.

Highlights

The building department has issued record breaking amounts of building permits.

Building Department Goals
Maintain appropriate levels of service with exponential growth by hiring additional staff.
Hire one Plans Examiner to maintain permit turnaround time and reduce workload of Building Official.

Building Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
Average turnaround time for plan reviews	10 working days for residential, 3 weeks commercial	1.87 working days residential, 3 weeks commercial
Percent of inspections performed next day if called in before 5 p.m.	100%	100%

General Fund 10: Building Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	395,106	520,149	708,308	743,624	780,705	819,640
Materials, Supplies, & Services	47,037	51,820	80,820	51,820	51,820	51,820
Total Expenditures	**442,142**	**571,969**	**789,128**	**795,444**	**832,525**	**871,460**
% Change from Prior Period	**8%**	**29%**	**38%**	**1%**	**5%**	**5%**

Table 81- Building Expenditures

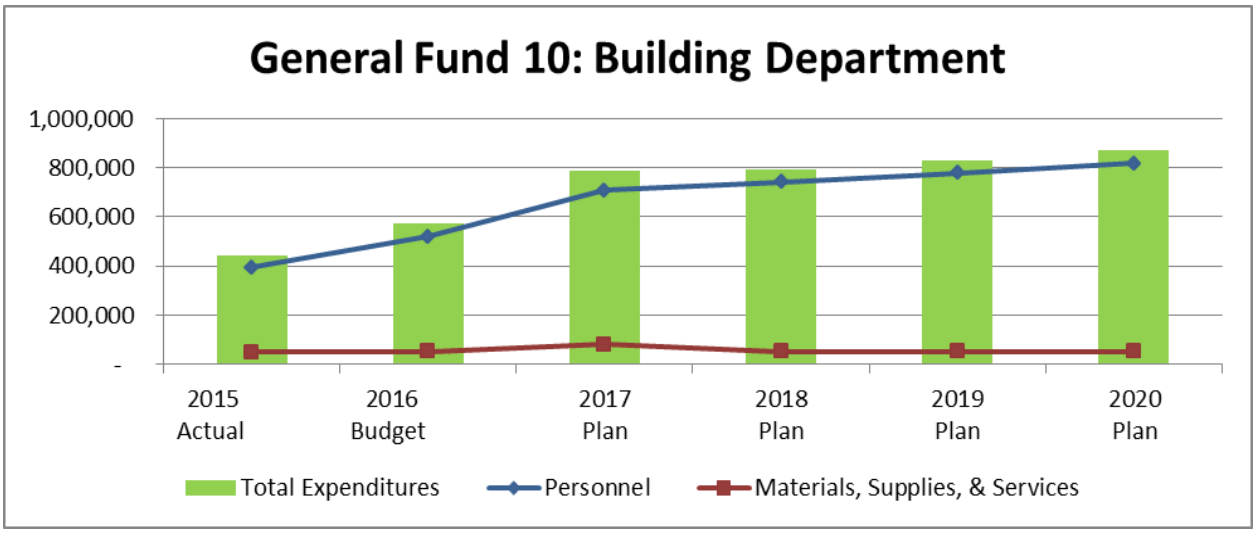


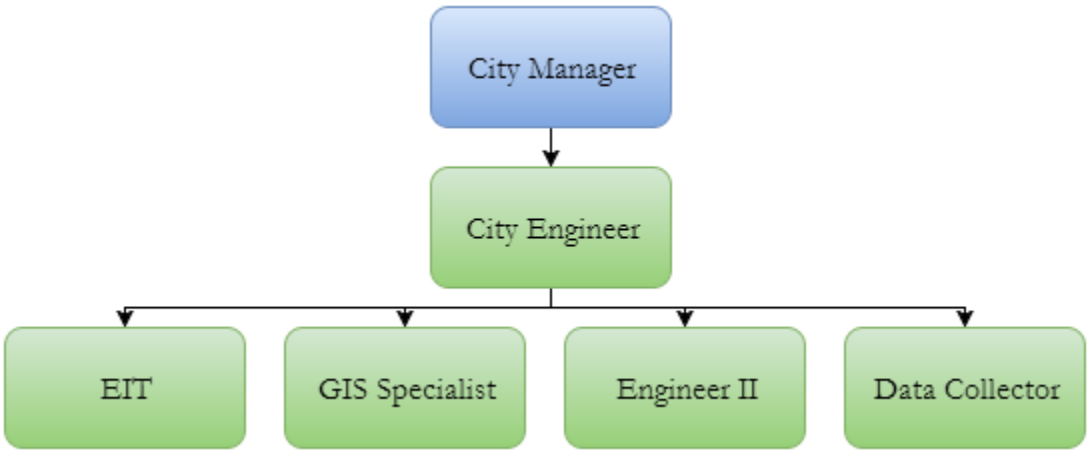
Chart 15 - Building Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and the following approved personnel: Plans Examiner and Building Inspector II. The increase in materials, supplies, and services is due to the purchase of a vehicle for the additional building inspector.

Building Personnel FY 2015-16	
Position	**FTE**
Building Official	1
Inspector	4
Permit Technician	1.6
Total	**6.6**

Table 82 - Building Department Personnel

Engineering



The Engineering Department coordinates the City's capital improvement projects, traffic systems, construction permits, utility inspections, and assists in development reviews to ensure adherence to appropriate design and construction standards and specifications. In addition, the department is responsible for collecting all utility asset data, maintaining the geographic information system (GIS), and analyzing the GIS data.

Highlights

During the past year (July 2015 to July 2016), the Engineering Department worked to support the City's continued growth through the completion of critical capital projects, ongoing master planning of infrastructure, and the pursuit of funding through the State Transportation Improvement Program (TIP), administered through the Mountainland Association of Governments (MAG).

One of the City's goals is to reduce the City's dependence on pumping in the sanitary sewer system. In order to achieve that goal, large-diameter sewer trunk lines must be installed in strategic locations. Segments of those trunk lines were installed in this last year in Redwood Road and near Tractor Supply.

Master planning is a major priority, especially with the pressurized irrigation (PI) system. The City experienced shortages in the PI system during this last year. So, several PI system projects have been identified to be designed and constructed during the next year. The three most-critical of those projects include: (1) a pump station in the City Marina, (2) a canal turnout and pump station at 400 South and 800 West, and (3) a storage reservoir in the vicinity of Talus Ridge.

The City was able to secure $1,400,000 in funding from MAG for the completion of the Lakeshore Trail where two segments were incomplete.

Engineering Department Goals
Revise the Standard Technical Specifications and Drawings

Building Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
% of comments on submittals returned within 14 calendar days (not counting holidays)	100%	95%

General Fund 10: Engineering Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	317,503	409,415	504,040	529,242	555,704	583,490
Materials, Supplies, & Services	86,568	57,150	57,150	57,150	57,150	57,150
Total Expenditures	**404,071**	**466,565**	**561,190**	**586,392**	**612,854**	**640,640**
% Change from Prior Period	**-42%**	**15%**	**20%**	**4%**	**5%**	**5%**

Table 83 - Engineering Expenditures

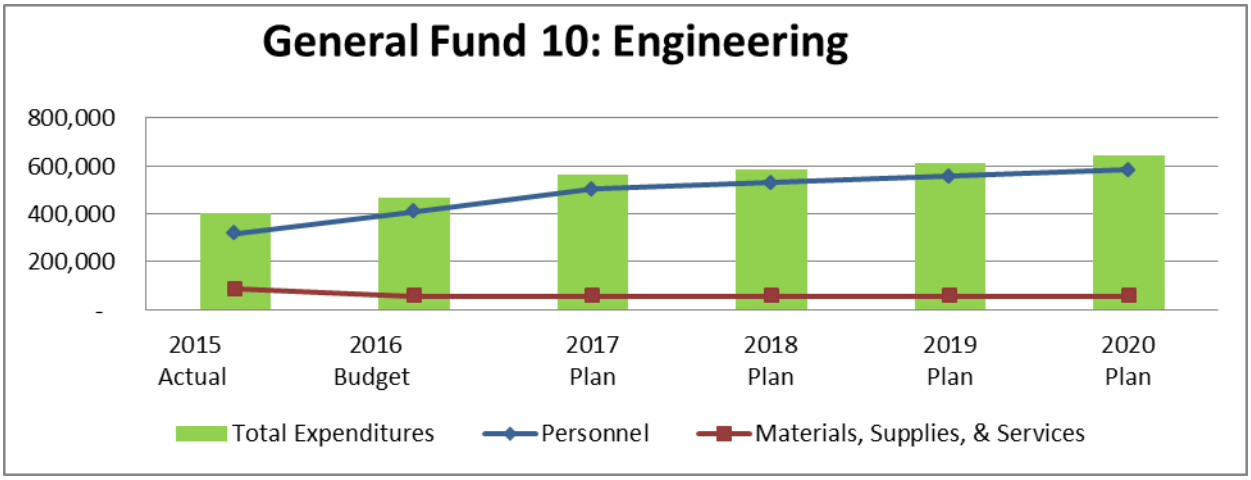


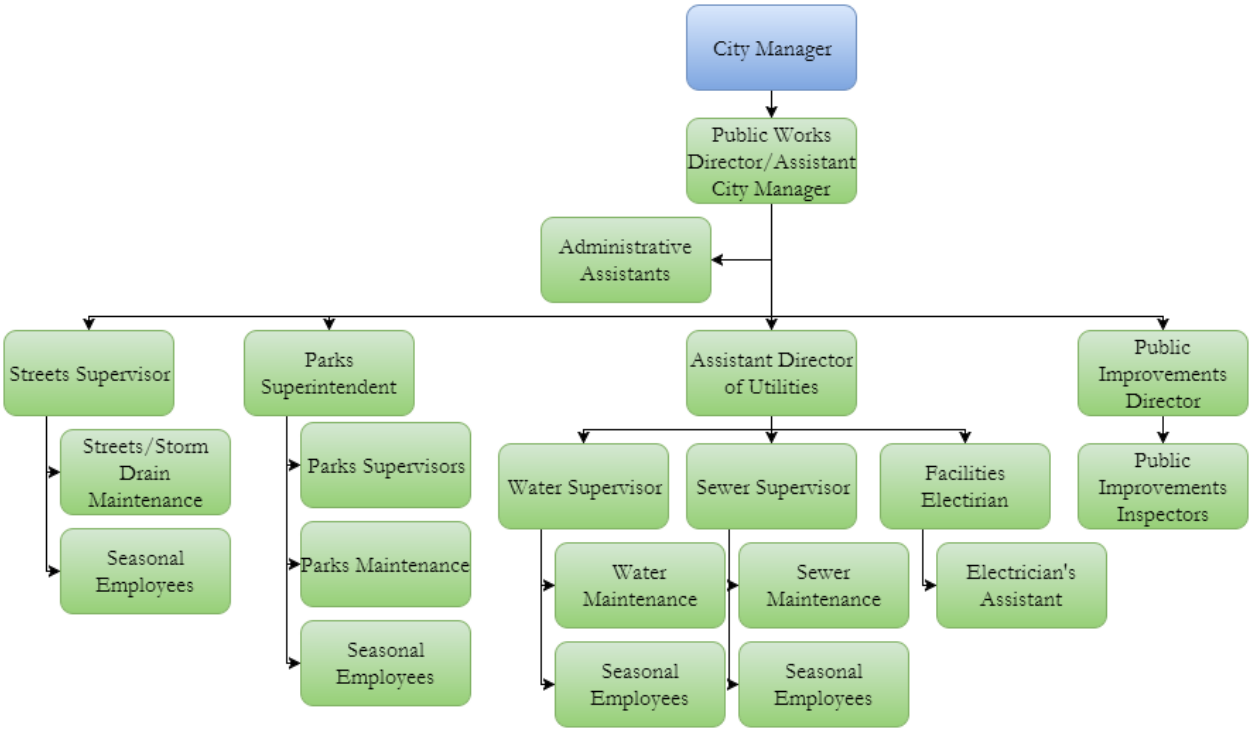
Chart 16 - Engineering Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and an Engineer II that was approved.

Engineering Personnel FY 2015-16	
Position	**FTE**
City Engineer	1
Engineer I	1
EIT	1
GIS Specialist	1
Data Collector	1
Total	**5**

Table 84 - Engineering Department Personnel

Public Works



The Public Works Department is responsible for the municipal services that provide culinary water supply and distribution, secondary water supply and distribution, storm water control, street maintenance, collection of sewer effluent, snow removal, and street lighting. In addition, the public improvements division is responsible for reviewing the plans for and inspecting new infrastructure built in the city. Finally, the parks division is responsible for the maintenance of all city-owned parks and open space including playgrounds, trails, and fields.

DEPARTMENTAL INFORMATION

Highlights

1. 10 upgrades on Redwood Rd street lighting.
2. Installed flow meters at lift stations 4 and 5.

Goals

See departmental goals

Public Works Department Performance Measures		
Measures	FY 2016 Target	FY2016 Actual
# of calls for service		1036
% of employees w/ traffic signal certification	100%	100%
# of traffic signal failures	0	1
% of street lights operational	100%	100%

General Fund 10: Public Works Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	472,373	469,038	486,123	510,304	535,694	562,354
Materials, Supplies, & Services	819	33,835	6,000	6,000	6,000	6,000
Total Expenditures	473,192	502,873	492,123	516,304	541,694	568,354
% Change from Prior Period	**59%**	**6%**	**-2%**	**5%**	**5%**	**5%**

Table 85 - Public Works Expenditures

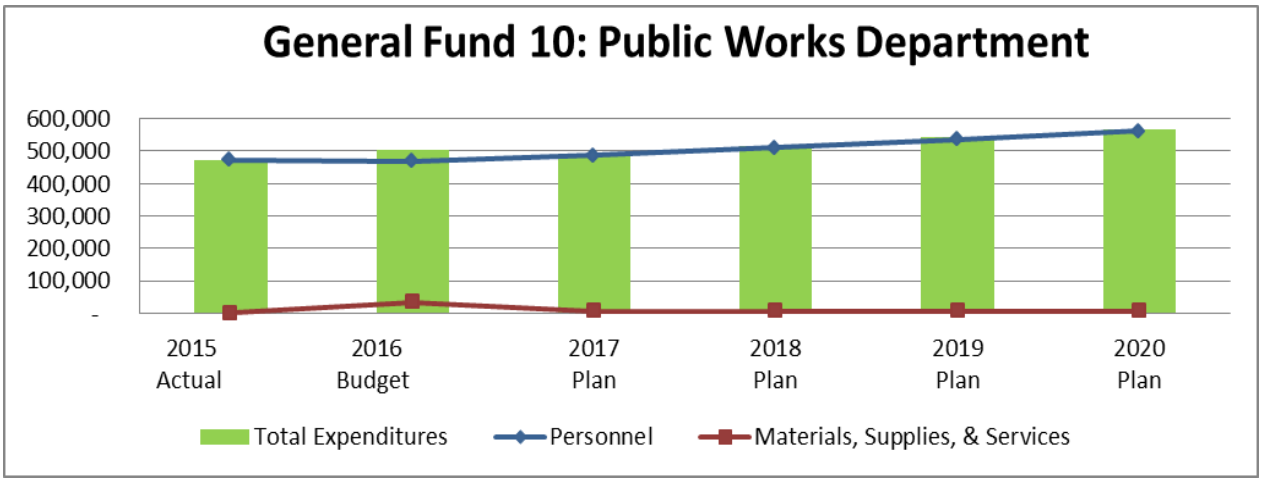


Chart 17 - Public Works Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

Public Works Personnel FY 2015-16	
Position	**FTE**
Assistant City Manager	1
Assistant Public Works Director	1
Electrician	1
Utility Maintenance I – Electrical	1
Administrative Assistant	1.4
Total	**5.4**

Table 86 - Public Works Department Personnel

Public Works - Water

Highlights

1. Major repair on culinary well # 3
2. Lowered well #1 40 ft.
3. New motor and pump in culinary well #2.
4. Put a new stainless steel pump in secondary well #2

Water Department Goals
Install New electrical drives for Culinary well #4 and secondary well #4
We are going to install 8 new PLC's (programmable logic controls) in both culinary and secondary wells.
We plan to pull 2 secondary well pumps and 1 culinary pump, to do preventative maintenance.

Public Works – Water Department Performance Measures		
Measures	**FY 2016 Target**	**FY2016 Actual**
# of calls for service	41 Hours	1036
% of employees w/ water system certification	100%	100%
% of hydrants operational	1,000	97%
# of mainline breaks	7,500	4

Most Water expenditures are found in the Water Utility (51) Fund.

Water Utility Fund 51: Expenditures						
Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	387,642	538,382	760,057	788,295	817,945	849,077
Materials, Supplies, and Services	920,995	989,704	1,018,104	1,016,104	1,016,104	1,016,104
Capital Outlay	2,792,209	512,220	231,832	139,000	115,000	115,000
Debt Service	158,291	692,425	694,000	693,925	690,275	691,475
Depreciation	-	-	-	-	-	-
Transfers	30,848	30,848	30,848	30,848	30,848	30,848
Administrative Charge	1,181,429	1,212,050	1,212,050	1,212,050	1,212,050	1,212,050
Total Fund Expenditures	**5,471,413**	**3,975,629**	**3,946,891**	**3,880,222**	**3,882,222**	**3,914,554**
% Change From Prior Period	**114%**	**-27%**	**-1%**	**-2%**	**0%**	**1%**

Table 87 - Water Expenditures

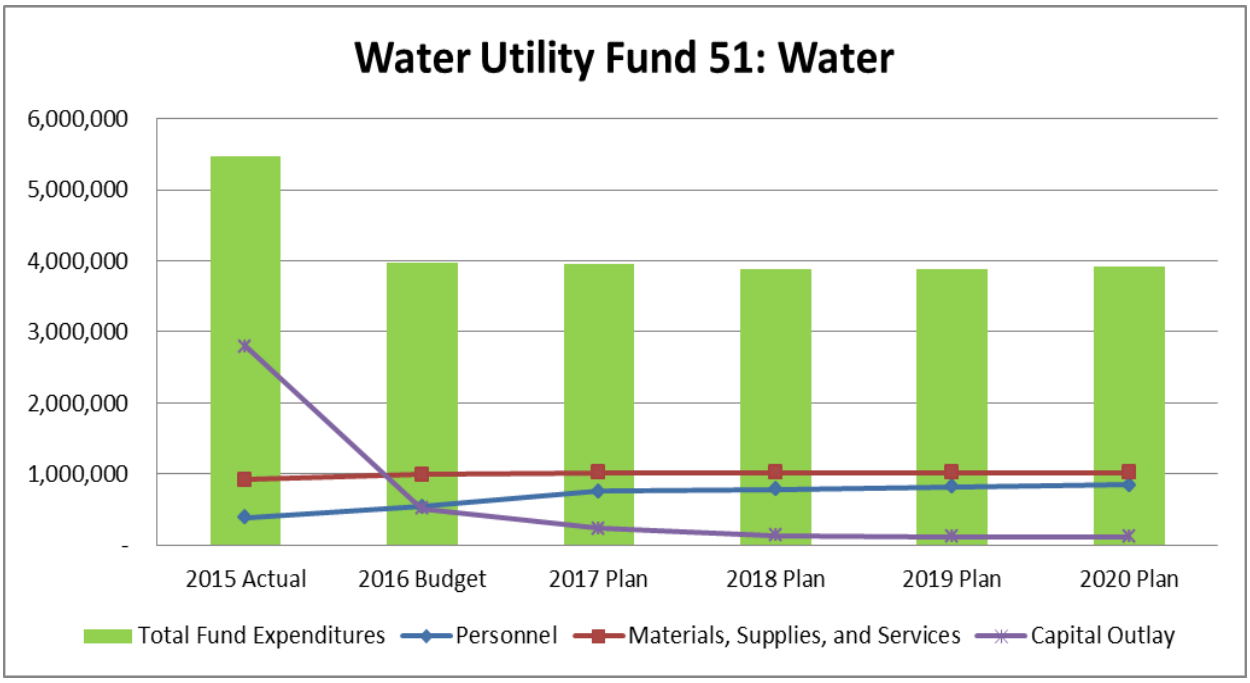


Chart 18 - Water Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and an additional Utility Maintenance I that was approved. The increase in materials, supplies, and services is due to approved expenses for fuel, vehicle maintenance, and BlueReview (new software).

Water Personnel FY 2015-16	
Position	**FTE**
Utility Maintenance IV	1
Utility Maintenance II	2
Utility Maintenance I	4
Seasonal Employees	.75
Total	**7.75**

Table 88 - Water Personnel

Public Works - Sewer

Highlights

1. Upgraded the pumps at sewer lift station #4
2. Upgraded the pumps at lift station #5
3. Upgraded the grinder at lift station #6

Sewer Department Goals
We are going to install a new electrical drive at lift station# 3.
We are also installing 4 new PLC's at sewer lift stations.
We are going to upgrade the grinder at lift station# 2.

Public Works – Sewer Department Performance Measures		
Measures	**FY 2016 Target**	**FY2016 Actual**
Calls for service		303
% of employees w/ water system certification	100%	100%
# of sewer back-ups	0	0

Sewer Utility Fund 52: Expenditures						
Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	92,746	140,728	152,969	160,188	167,769	175,728
Materials, Supplies, and Services	1,444,944	1,646,585	1,646,585	1,646,585	1,646,585	1,646,585
Capital Outlay	118,132	253,905	138,000	-	-	-
Depreciation	-	-	-	-	-	-
Transfers and Other Uses	6,539	6,539	6,539	6,539	6,539	6,539
Administrative Charge	584,375	609,987	609,987	609,987	609,987	609,987
Total Fund Expenditures	**2,246,736**	**2,657,744**	**2,554,080**	**2,423,299**	**2,430,880**	**2,438,839**
% Change From Prior Period	**14%**	**18%**	**-4%**	**-5%**	**0%**	**0%**

Table 89 - Sewer Expenditures

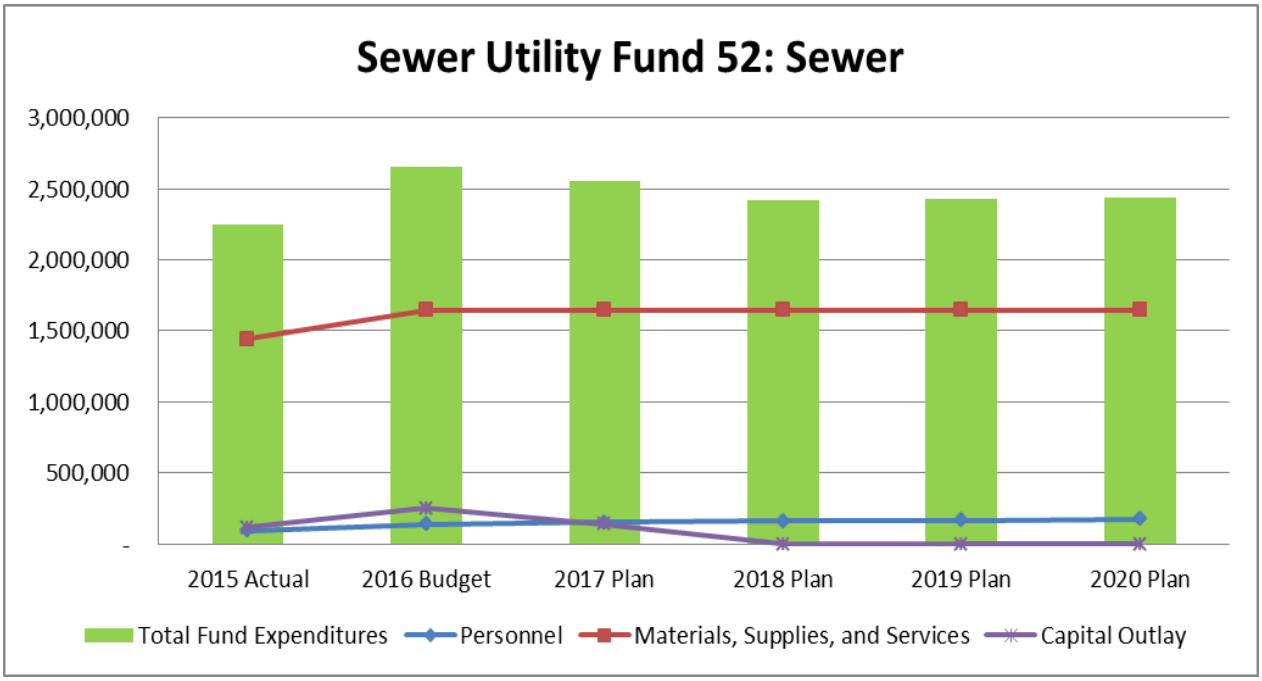


Chart 19 - Sewer Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan.

Sewer Personnel FY 2015-16	
Position	**FTE**
Utility Maintenance II	1
Utility Maintenance I	1
Seasonal Employees	.75
Total	2.75

Table 90 - Sewer Personnel

Public Works - Streets

Highlights

- NO LOST TIME INJURIES, vehicle damage
- Maintained all certifications
- All personnel are Registered Storm Water Inspectors

- Managing 97 NOI Storm Water Permits
- Sidewalk Trip Hazard Mitigation ongoing
- ROW Weed Management Program ongoing
- Roadway and parking lot marking ongoing
- Performing larger asphalt patches for water line leaks, emergency repairs and small improvements
- Fully implemented City Works work order, ongoing
- Yearly Street Sign Inventory and Reflectivity Replacement Program, also being electronically tracked via cell phones into City Works, ongoing
- Streets Department providing funding for Sterling and Chance for Signal Timing and programming training
- Ongoing search for FTE Storm Water Inspector
- Informal SWMP inspection of the Public Works Site in May was performed by the State, No negative issues found
- Public Works site improvements for salter hangers and expanded evaporative pond almost complete
- Trained Building Department Inspectors on SWPPP
- Rebuilt 30 concrete manhole rings

Streets Department Goals
No lost time accidents
Continue to keep up with all new and existing maintenance programs within Budget constraints
Citation free State Audit on the City's SWMP
Design and install new traffic signal at PEP and 8th West

Public Works – Streets/Storm Drain Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
# Vehicle Accidents (preventable)	<1	0
# Back Injuries	<1	1
# Reported injuries (Non-Lost Time)	<1	1
# Reported Lost Time Injuries	0	0
Work Order Resolution Time (Average in days)	11.23	11.23
Time (hours) to replace damaged regulatory sign after complaint). Work day/after hours	2 Hours	2 Hours
Time (Days) to replace damaged street sign after complaint. Work day/after hours	2 days	2 days
% of Employee's certifications maintained	100	100
# Times/year Flooding Incidents w/ property damage	0	0
Work Order Resolution Time (Average in days)	8.19	8.19
% streets swept once per year	100	100
Hazardous spills response times under 1 hour (work day)	100	100
Post Construction Detention basins/ structures Inspected yearly	100	100
Post Construction Detention basins/ structures cleaned as needed yearly	100	100
% of Employee's Certifications Maintained	100	100
Reported Complaints during snow plow events (yearly)	<10	44

General Fund 10: Streets Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	144,097	269,781	372,555	390,926	410,214	430,468
Materials, Supplies, & Services	405,915	231,322	305,357	234,272	234,272	234,272
Total Expenditures	**550,012**	**501,103**	**677,913**	**625,198**	**644,487**	**664,740**
% Change from Prior Period	**7%**	**-9%**	**35%**	**-8%**	**3%**	**3%**

Table 91- Streets Expenditures

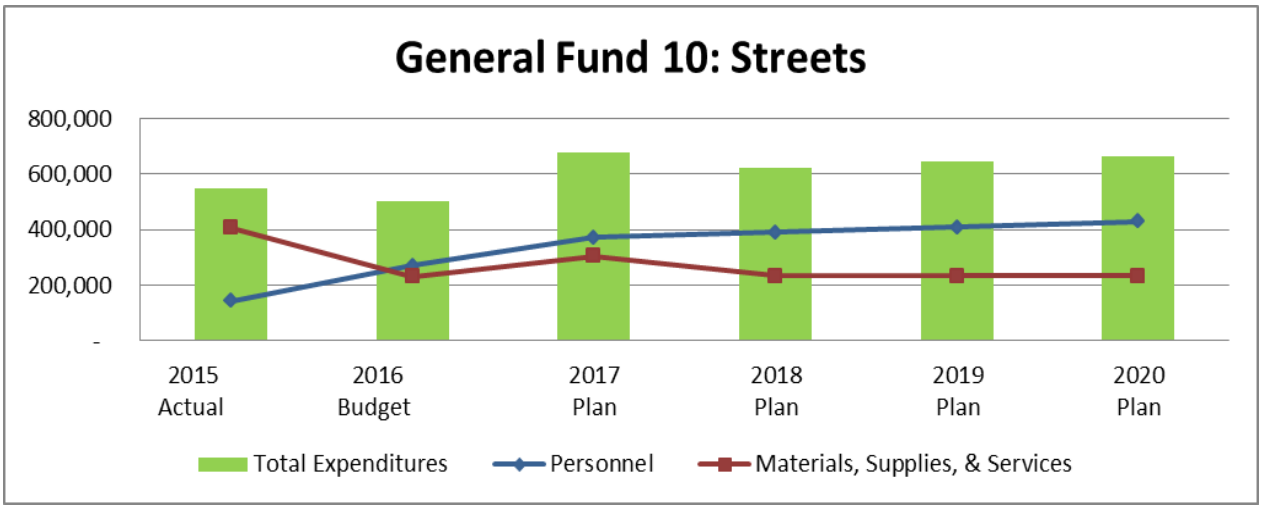


Chart 20- Streets Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and a Streets Supervisor that was approved. The increase in materials, supplies, and services is due to additional funds for traffic signal maintenance and the ELGIN sweeper maintenance.

Streets Personnel FY 2015-16	
Position	**FTE**
Storm Water/Streets Supervisor	1
Utility Maintenance I	3
Seasonal - Streets	3
Total	7

Table 92 - Streets Department Personnel

Public Works - Parks

Highlights

- Water II certification: Rick, Nick and Haven
- QWEL (Qualified Water Efficient Landscaper) Certification: Jacob Motter and Cody Faught.
- Hired Payden Davis as a full time employee.
- Obtained 2 new parks and incorporated them in the maintenance schedule
- Backstop installation
- Arbor Day and Tree City Award
- Self-Pay station at the Marina

Parks Department Goals
Parks Capital Projects: Drainage system at Parkside, block partitions at Sunrise park, 2 wire irrigation control system install at Sunrise Park
Train on the WeatherTrak irrigation software system.
Renew the CPSI certification. (Certified Playground Safety Inspector)
Tree replacements in September (Grandview Filter Station, Marina, Harvest Park)
Seed/Sod damaged areas on the soccer fields at Neptune.

Parks Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
% of park equipment safe and operational	100	90
% of park maintenance equipment operational	100	90

General Fund 10: Parks & Open Space Department						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	406,634	628,134	630,650	640,271	650,373	660,980
Materials, Supplies, & Services	299,827	332,059	347,771	327,726	357,189	358,087
Total Expenditures	**706,461**	**960,193**	**978,421**	**967,997**	**1,007,562**	**1,019,067**
% Change from Prior Period	**22%**	**36%**	**2%**	**-1%**	**4%**	**1%**

Table 93 - Parks Expenditures

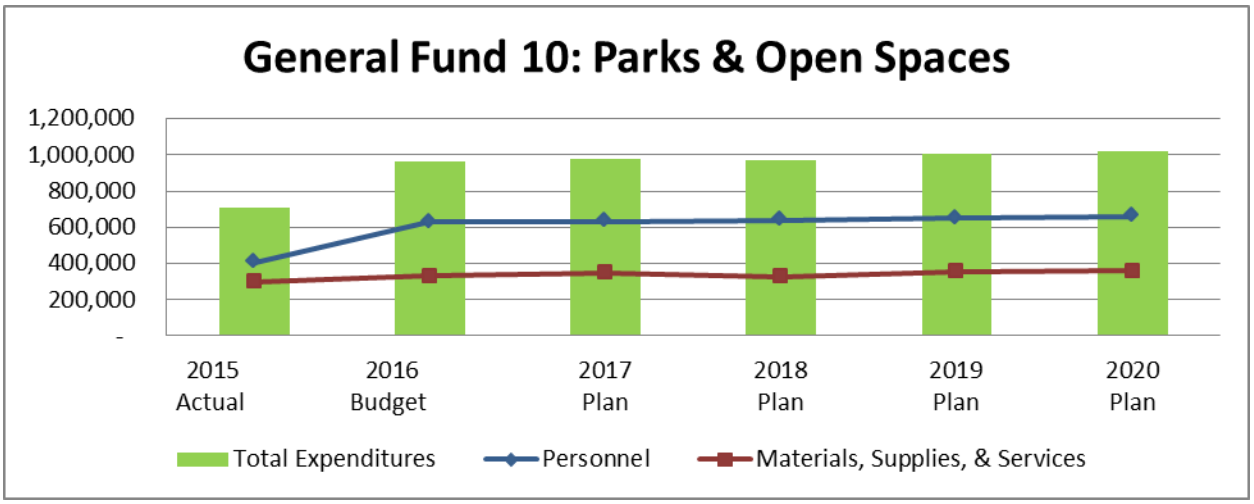


Chart 21 - Parks Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan. The increase in materials, supplies, and services is due to increased budgets for several parks and additional mowers and equipment.

Parks Personnel FY 2015-16	
Position	**FTE**
Parks Superintendent	1
Parks Maintenance III	2
Parks Maintenance I	3
Parks Seasonal	7.6
Total	13.6

Public Works - Public Improvements

Highlights

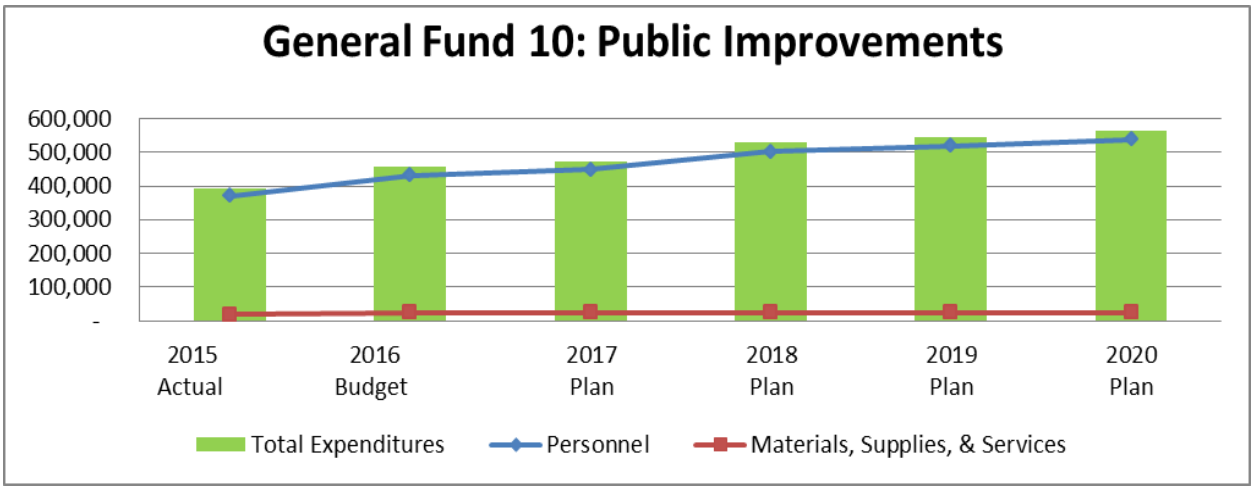
- NO LOST TIME INJURIES
- Assisting Storm Water Management Program (SWMP) inspections
- All personnel are Registered Storm Water Inspectors
- Performing inspections on 87 active construction projects/phases
- 32 Development projects under warranty
- ROW Encroachment Permits for fiber optic, power, gas, etc.
- Two new inspectors, Chuck Whitman and Chris Johnson assimilating well
- Fully Implemented City Works tracking for all inspector activities
- PI Staff providing constructability reviews on all proposed construction drawings
- Managed 3-way traffic signal set up on Exchange and Crossroads, programming through Horrocks Engineering.
- Pony Express project completion

Public Improvements Department Goals
No lost time accidents
City Works tracking for all Capital Project Management activities
Sports Complex design and start of construction
Continued strategy to target road maintenance and asphalt preservation projects while staying within budgets constraints
Secondary water projects design and construction before spring 2017

Public Improvements Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
% Calls Responded to (call/visit) within 1 business day	100	95
Bond Reduction/Release Activity Lapse Time (working days)	7	4

General Fund 10: Public Improvements						
Expenditures by Major Object	2015	2016	2017	2018	2019	2020
	Actual	Budget	Plan	Plan	Plan	Plan
Personnel	371,989	432,937	449,588	503,406	520,512	538,474
Materials, Supplies, & Services	20,008	25,324	25,324	25,324	25,324	25,324
Total Expenditures	**391,997**	**458,261**	**474,912**	**528,730**	**545,836**	**563,798**
% Change from Prior Period		**17%**	**4%**	**11%**	**3%**	**3%**

Table 94 - Public Improvements Expenditures

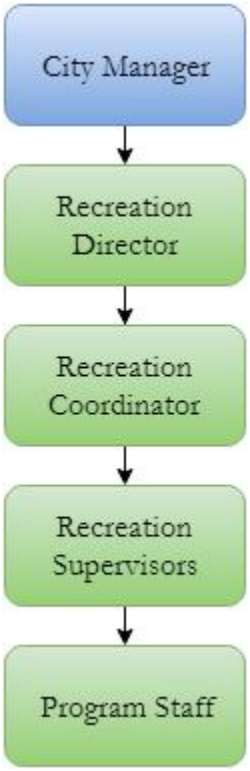


The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and a part-time Administrative Assistant recommended in FY 2018.

Public Improvements Personnel FY 2015-16	
Position	**FTE**
Assistant Public Works Director	1
Public Improvements Lead Inspector	1
Public Improvements Inspector	3
Total	5

Table 95 - Public Improvements Personnel

Recreation



The Recreation department is responsible for providing recreational opportunities including youth and adult sports, programs, classes, and other recreational pursuits.

Highlights

Increase Quality of Existing Programs

93% Satisfied Customer Rating

No data on programs prior to this year

Add Quality Programming

Successfully added 11 new programs so far this year

- Boys' Basketball Camp
- Dance Camp
- Girls' Basketball Camp
- Machine Pitch Baseball
- Soccer Camp
- Soccer
    - 7th/9th Grade Team
- Splash Days Volleyball
- Tennis Lessons
- Track & Field
- Urban Fishing
- Volleyball Camp
- Youth Volleyball

Build Relationships to Better Serve the Community

Added 4 summer camps run by Westlake Teachers/Coaches

Lakeview Academy is now willing to rent space for us for future use

Cover all Expenses with Revenue

Came close this year but due to start-up costs for new programs and existing program fees not being set properly to cover expenses/overhead, revenue did not quite cover expenses

Not all numbers are reported

2015-16 Revenue - $247,263.00

2015-16 Expenses - $266,774.72

2015-16 Net – ($19,511.72)

Increased Participation by 1872 participants over previous year.

Recreation Department Performance Measures		
Measures	FY 2016 Target	FY 2016 Actual
% of programs that get surveyed after the season is complete	100%	100%
% of Satisfied Participants	90%	93%
Recreation Revenue Covers Recreation Expenses	100%	93%

General Fund 10: Recreation						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	50,732	110,785	158,864	166,782	175,096	183,826
Materials, Supplies, & Services	74,826	75,111	145,627	145,627	145,627	145,627
Total Expenditures	**125,558**	**185,896**	**304,491**	**312,409**	**320,723**	**329,453**
% Change from Prior Period	**-43%**	**32%**	**39%**	**3%**	**3%**	**3%**

Table 96 - Parks Expenditures

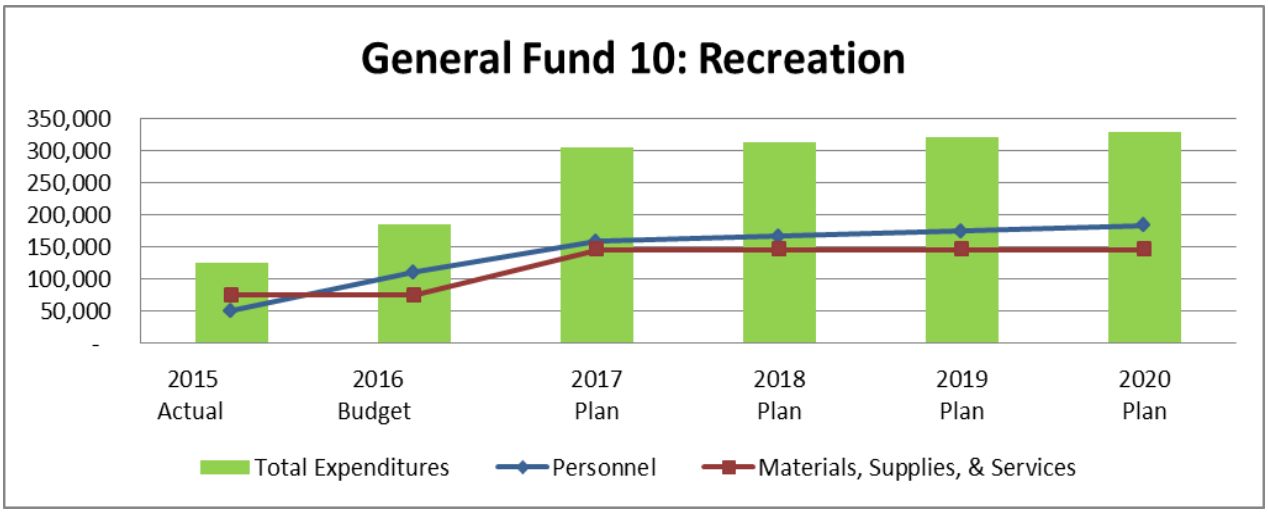


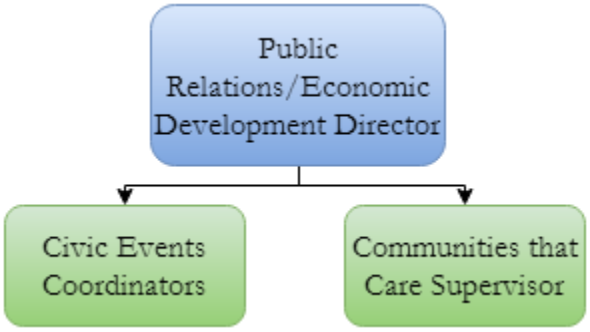
Chart 22 - Recreation Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan. The increase in the materials, supplies, and services are due to increased program expenses. The City Council has directed that recreation programs be self-sufficient. Consequently, we are increasing budgets on revenue and expenditure side to accommodate for the growth in programs.

Recreation Personnel FY 2015-16	
Position	**FTE**
Recreation Director	1
Assistant Recreation Coordinator	.5
Site Coordinator	.75
Sports Official	.7
Total	2.95

Table 97 - Recreation Personnel

Civic Events and Communities that Care



The Saratoga Springs Civic Events programs strive to provide educational and recreational activities that unite citizens and families. The Communities that Care organization provides classes for drug avoidance and parenting.

Highlights

-Carnival at Splash.

-Largest numbers of people ever at Splash.

-Growth in numbers of Orchestra participants.

-Increase in social media followers.

Civic Events Department Goals
Add two new events to event line-up for the year
Plan and implement the 20 Year Celebration
Add another performance and some visual arts programs

Civic Events Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Arts Council Visual Arts performances	2	4
Respond to resident phone calls/emails within 24 hours	100%	95%
Splash Followers	2000	1750

Communities that Care Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
Attend prevention training/conference	1	1

General Fund 10: Civic Events, and Communities That Care						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	33,361	48,567	53,449	52,830	55,472	58,245
Materials, Supplies, & Services	79,921	71,198	146,226	104,826	104,826	104,826
Total Expenditures	**113,282**	**119,765**	**199,675**	**157,656**	**160,298**	**163,071**
% Change from Prior Period	**100%**	**5%**	**40%**	**-27%**	**2%**	**2%**

Table 98 - Civic Events and Communities that Care Expenditures

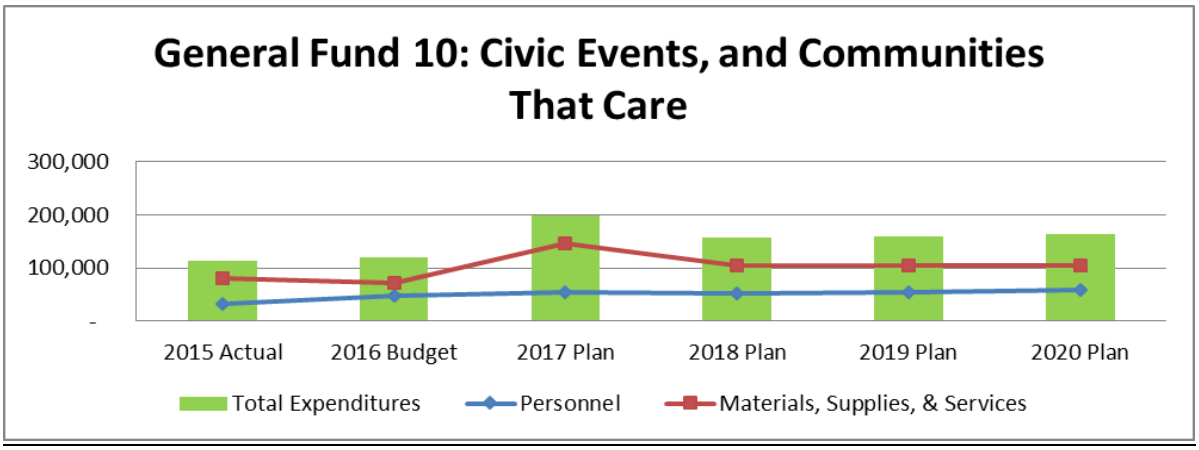


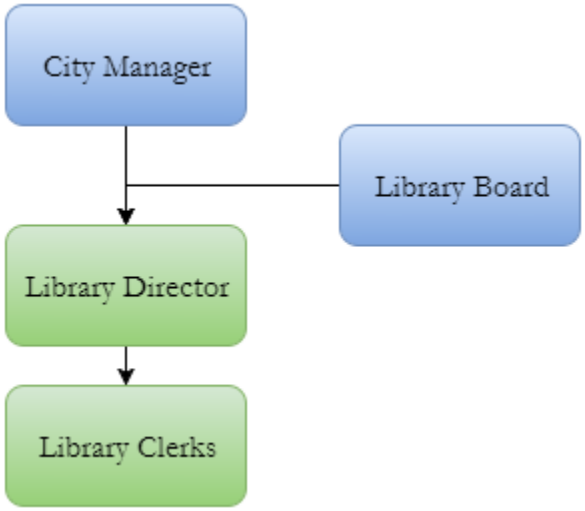
Chart 23 - Civic Events and Communities that Care Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and increases based on county grants. The increase in the materials, supplies, and services are due to additional civic events including the 20 Year Celebration, City Float, and Splash Concert.

Civic Events and Communities that Care Personnel FY 2015-16	
Position	**FTE**
Civic Events Coordinator	.375
Assistant Civic Events Coordinator	.25
Communities that Care Coordinator	.5
Total	1.125

Table 99 - Civic Events and Communities that Care Personnel

Library



The Saratoga Springs Library provides vital services to the citizens of the community. In addition to providing materials for check out, we also provide literacy center services, computers for public use and a Wi-Fi connection. Our open hours are Monday-Friday from 10:00 AM to 7:00 PM and Saturday from 10:00 AM-5:00 PM.

Highlights

Library Highlights:

Hours will be increasing from 41 service hours each week to 52 hours for the 2016-2017 budget year. As the population of Saratoga Springs has continued to grow, the need for library services has increased. The number of checkouts each year has increased from 50,793 checkouts in 2012 to 150,534 items in 2015.

In 2014, we received certification from the Utah State Library. We've used that certification to do the following:

1. Obtain partial membership of the North Utah County Library Cooperative. Full membership requires a collection of 2.5 items for each resident living in Saratoga Springs.

Partial membership will allow our card holders to purchase non-resident cards at member libraries for half of their nonresident fee.

2. We received $81,610.00 in grant funding for the 2015-2016 budget year. These funds were used to implement self-checkout, improve literacy center curriculum, and to add materials to the library's collection.

The majority of our programs are currently organized, planned, and executed by volunteers. In the spring of 2015, we partnered with the USU Extension Office and 4-H have been wonderful partners providing cooking, gardening, parenting, relationship and maker space camps at the library throughout the year.

The library is operating the Literacy Center for 5 sessions a year, with each session running for six weeks.

Library Department Goals
Expansion of Library Public hours from 41 service hours each week to 52 service hours.
Implement educational opportunities for the Library Board by focusing on one program, need, or policy at each meeting.
Improve the number of library visits and the accuracy of visitor counting

Library Department Performance Measures		
Measures	**FY 2016 Target**	**FY 2016 Actual**
# of hours open to the public per week	41 Hours	41 hours
Average Circulation per month	11,000	12,595
New Patrons	1,000	1,332
Total Patrons	7,500	7,863
Average use of computers per month	250	236
Items in Collection	24,000	26,000
Special program attendance	10,000	12,274

General Fund 10: Library Services						
Expenditures by Major Object	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
	Actual	**Budget**	**Plan**	**Plan**	**Plan**	**Plan**
Personnel	113,420	146,504	235,094	260,349	286,116	312,422
Materials, Supplies, & Services	61,680	95,381	64,260	55,380	56,500	57,627
Capital	-	9,801	-	-	-	-
Total Expenditures	**175,100**	**251,686**	**299,354**	**315,729**	**342,616**	**370,049**
% Change from Prior Period	**29%**	**44%**	**19%**	**5%**	**9%**	**8%**

Table 100 - Library Expenditures

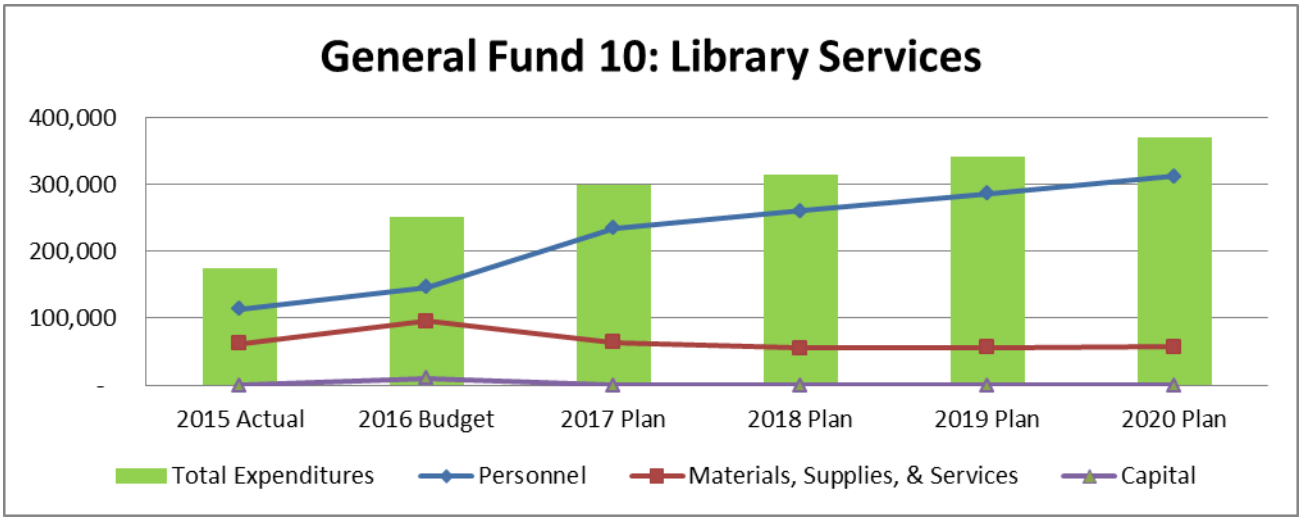


Chart 24 - Library Expenditures

The increase in personnel costs is due to the increases in salary due to the changes in the proposed pay plan and additional part time library clerk staffing. The increase in materials, supplies, and services is due to additional costs of building maintenance, software maintenance, and fee collection costs.

Library Personnel FY 2015-16	
Position	**FTE**
Library Director	1
Library Clerks	2.83
Total	3.83

Table 101 - Library Personnel

POLICIES AND OBJECTIVES

This section of the Budget outlines the City's Policies and Objectives as they relate to the municipal budget. The City of Saratoga Springs recognizes its duty to its citizens and other interested parties to account for public funds and resources. The Policies and Objectives hereinafter are set forth to establish guidelines for fiscal accountability, full disclosure, and planning. These financial management policies provide a basic framework for the overall fiscal management of the City. These policies represent a foundation to address changing circumstances and conditions, and to assist in the decision making process. In addition, these policies represent guidelines for evaluating both current and future activities.

The financial policies represent long-standing principles and practices that have enabled the City to maintain financial stability. The policies are reviewed annually to represent current public policy decisions. These policies are adopted annually by the Council as part of the budget process.

BUDGET ORGANIZATION

A. Through its financial plan (Budget), the City is committed do the following:
   1. Identify citizens' needs for essential services.
   2. Organize programs to provide essential services.
   3. Establish program policies and goals that define the type and level of program services required.
   4. List suitable activities for delivering program services.
   5. Propose objectives for improving the delivery of program services.
   6. Identify available resources and appropriate the resources needed to conduct program activities and accomplish program objectives.
   7. Set standards to measure and evaluate the following:
      i) Set standards to measure and evaluate the following:
      ii) The output of program activities
      iii) The expenditure of program appropriations
B. All requests for increased funding or enhanced levels of service should be considered together during the budget process, rather than in isolation.
C. The City Council will review and amend appropriations, if necessary, during the fiscal year.
D. The City will use a multi-year format (five years for operations and capital improvement plan) to give a longer-range focus to its financial planning.
   1. The emphasis of the budget process in the first year is on establishing expected levels of services, within designated funding levels, projected over a five-year period, with the focus on the budget

2. The emphasis in the second year are reviewing necessary changes in the previous fiscal plan and developing long term goals and objectives to be used during the next three-year budget process. The focus is on the financial plan. In the second year, operational budgets will be adjusted to reflect unexpended balances from the first year and create the subsequent year's budget plan.

E. The emphasis in the second year are reviewing necessary changes in the previous fiscal plan and developing long term goals and objectives to be used during the next three-year budget process. The focus is on the financial plan. In the second year, operational budgets will be adjusted to reflect unexpended balances from the first year and create the subsequent year's budget plan.

F. Through its financial plan, the City will strive to maintain structural balance; ensuring basic service levels are predictable and cost effective. A balance should be maintained between the services provided and the local economy's ability to pay.

G. The City will work to improve their program service levels and expenditures by insuring:
   1. New/growth related service levels: The provision of new/growth related services should be offset with new or growth related revenues or a corresponding reduction in service costs in other areas.
   2. Fee dependent services: If fees do not cover the services provided, Council should consider which of the following actions to take: 1) reduce services, 2) increase fees, or 3) determine the appropriate subsidy level of the general fund.
   3. Consider all requests at once: Council should consider requests for service level enhancements or increases as part of the budget process, rather than in isolation.
   4. Consider ongoing costs associated with one-time purchases/expenditures: Significant ongoing costs, such as insurance, taxes, utilities, and maintenance should be determined before an initial purchase is made or a capital project is constructed. Capital and program decisions should not be made unless staff has provided a five-year analysis of ongoing maintenance and operational costs where applicable.
   5. Re-evaluate decisions: Political, economic, and legal changes necessitate reevaluation to ensure Council goals are being met. Staff and Council should use the budget process to review programs.
   6. New service implementation: Prior to implementing a new service, the City Council should consider a full assessment of staffing and funding requirements.
   7. Benchmarking and performance measurement: The City will strive to measure its output and performance.

H. The City will strive to improve productivity, though not by the single-minded pursuit of cost savings. The concept of productivity should emphasize the importance of ***quality*** and ***quantity*** of output as well as ***quantity*** of resource input.

GENERAL REVENUE MANAGEMENT

I. The City will seek to maintain a diversified and stable revenue base to protect it from short-term fluctuations in any one-revenue source.
J. The City will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.
K. One-time revenue sources will not be used for ongoing expenses unless specifically approved by the City Council.

USER FEE COST RECOVERY GOALS

L. **User Fee Cost Recovery Levels.** In establishing user fees and cost recovery levels, the following factors will be considered:
   1. **Community-Wide versus Special Benefit.** The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general purpose revenues is appropriate for community-wide services, while user fees are appropriate for special benefit purposes to easily identified individuals or groups.
   2. **Service Recipient versus Service Driver.** After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
   3. **Effect of Pricing on the Demand for Services.** The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly stimulated by artificially low prices. Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced and works against public policy, if the services are specifically targeted to low income groups.
   4. **Feasibility of Collection and Recovery**. Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.
   5. **Factors Favoring Low Cost Recovery Levels**. Low cost recovery levels are appropriate under the follow circumstances:

i) There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.

ii) Collecting fees is not cost-effective or will significantly affect the efficient delivery of the service.

iii) There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as public safety (police and fire) emergency response services. Historically, access to neighborhood and community parks would also fit into this category

iv) The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.

v) Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category

6. **Factors Favoring High Cost Recovery Levels.** The use of service charges as a major source of funding service levels is especially appropriate under the following circumstances:
   i) The service is similar to services provided through the private sector. An example of this is the City's water and sewer fund.
   ii) Other private or public sector alternatives could or do exist for the delivery of the service.
   iii) For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.
   iv) The use of the service is specifically discouraged. Police responses to disturbances or false alarms might fall into this category.
   v) The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.
7. **General Concepts Regarding the Use of Service Charges.** The following general concepts will be used in developing and implementing service charges:

i) Revenues should not exceed the reasonable cost of providing the service. When setting service charges, consideration will be given for the reserves necessary to shield the service during an economic downturn or extraordinary events.
ii) Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, vehicle maintenance, and insurance.
iii) The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
iv) Rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
v) A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

8. **Low Cost-Recovery Services.** Based on the criteria discussed above, the following types of services should have very low cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them. However, the primary source of funding for the operation as a whole should be general purpose revenues, not user fees.
   i) Delivering public safety emergency response services such as police and fire services.
   ii) Maintaining and developing public facilities that are provided on a uniform, communitywide basis such as streets, parks, and general purpose buildings.
   iii) Providing social service programs and economic development activities.
9. **Recreation Programs**. The following cost recovery policies apply to the City's recreation programs:
   i) Cost recovery for activities directed to adults should be relatively high.
   ii) Cost recovery for activities directed to youth and seniors should be relatively low. In those circumstances where services are similar to those provided in the private sector, cost recovery levels should be higher. Although ability to pay may not be a concern for all youth and senior participants, these are desired program activities, and the cost of determining need may be greater than the cost of providing a uniform service fee structure to all participants. Further, there is a community-wide benefit in encouraging high-levels of participation in youth and senior recreation activities regardless of financial status.
   iii) Cost recovery goals for recreation activities guidelines are set as follows:

(1) All recreation activities will contribute to 100% cost recovery for all program expenditures including salaries, materials and supplies, and overhead.

iv) For cost recovery activities of less than 100%, there should be a differential in rates between residents and non-residents when administratively feasible.

v) Charges will be assessed for use of ball fields, special-use areas, and recreation equipment for activities not sponsored or co-sponsored by the City. Such charges will generally conform to the fee guidelines described above.

vi) A vendor charge of at least 10 % of gross income will be assessed from individuals or organizations using City facilities for money-making activities.

vii) The Recreation Department will consider waiving fees only when the City Manager determines in writing that an undue hardship exists.

10. **Development Review Programs**. The following cost recovery policies apply to the development review programs:

i) Services provided under this category include:

(1) Planning (planned development permits, tentative tract and parcel maps, rezoning, general plan amendments, variances, use permits)

(2) Building and safety (building permits, structural plan checks, inspections).

(3) Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments).

(4) Fire plan check.

ii) Cost recovery for these services should generally be very high. The City's cost recovery goal shall be 100%.

iii) However, in charging high cost recovery levels, the City shall clearly establish and articulate standards for its performance in reviewing developer applications to ensure that there is "value for cost".

11. **Comparability with Other Communities.** In setting user fees, the City should consider fees charged by other agencies in accordance with the following criteria:

i) Surveying the comparability of the City's fees to other communities provides useful background information in setting fees for several reasons:

(1) They reflect the "market" for these fees and can assist in assessing the reasonableness of the City's fees.

(2) If prudently analyzed, they can serve as a benchmark for how cost-effectively the City provides its services.

ii) However, fee surveys should never be the sole or primary criteria in setting City fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:

(1) What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?

(2) What costs have been considered in computing the fees?
(3) When was the last time that their fees were comprehensively evaluated?
(4) What level of service do they provide compared with our service or performance standards?
(5) Is their rate structure significantly different than ours and what is it intended to achieve?
    (a) These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of our fees to other communities should be one factor among many that is considered in setting City fees.

ENTERPRISE FUND FEES AND RATES

M. **Fees and Rates.** The City will set fees and rates at levels that fully cover the total direct and indirect costs—including operations, capital outlay, and debt service of the following enterprise programs: water, sewer, refuse, and storm drain. Adequate reserves will also be considered when setting fees and rates.

N. **Franchise and In-Lieu Fees.** The City will treat the enterprise funds in the same manner as if they were privately owned and operated. In addition to setting rates at levels necessary to fully cover the cost of providing water and sewer service, charging reasonable franchise and property tax in-lieu fees will be considered. Franchise fees will be considered for water, sewer, garbage, and storm drain.

O. **Ongoing Rate Review.** The City will review and update fees and rate structures at least annually to ensure that they remain appropriate and equitable based on factors such as the impacts of inflation, other cost increases, the adequacy of coverage of costs, and current competitive rates.

VENTURE FUND

P. The City Council may authorize a sum of money to encourage innovation and to realize opportunities not anticipated in the regular program budgets. The current budget does not include any funding currently for this purpose. When funds are authorized, the City Manager is to administer the money awarding it to programs or projects within the municipal structure (the money is not to be made available to outside groups or agencies). Generally, employees are to propose expenditures that could save the City money or improve the delivery of services. The City Manager will evaluate the proposal based on the likelihood of a positive return on the "investment," the availability of matching money from the department, and the advantage of immediate action.

Employees may receive up to 10 % or up to $500 of the savings or revenue brought in from the proposal on a one-time basis.

BALANCED BUDGET POLICY

Q. Per state law, the City is required to pass a balanced budget annually. The City considers a budget balanced when beginning fund balance (revenues on hand at the beginning of the year) and revenues received during the year are equal to the expenditures for the year and the ending fund balance (or the revenues on hand at the end of the year).

CAPITAL FINANCING AND DEBT MANAGEMENT

Capital Financing

R. The City will consider the use of debt financing only for one-time, capital improvement projects and only under the following circumstances:
   1. When the project's useful life will exceed the term of the financing.
   2. When project revenues or specific resources will be sufficient to service the long term debt.

S. Debt financing will not be considered appropriate for any recurring purpose such as current operating and maintenance expenditures. The issuance of short-term instruments such as revenue, tax, or bond anticipation notes is excluded from this limitation.

T. Capital improvements will be financed primarily through user fees, service charges, assessments, special taxes, impact fees, or developer agreements when benefits can be specifically attributed to users of the facility.

U. The City will use the following criteria to evaluate pay-as-you-go versus long-term financing for capital improvement funding:

Factors That Favor Pay-As-You-Go

1. When current revenues and adequate fund balances are available or when project phasing can be accomplished.
2. When debt levels adversely affect the City's credit rating.
3. When market conditions are unstable or present difficulties in marketing.

Factors That Favor Long-Term Financing

4. When revenues available for debt service are deemed to be sufficient and reliable so that long-term financing can be marketed with investment grade credit ratings.
5. When the project securing the financing is of the type that will support an investment grade credit rating.

6. When market conditions present favorable interest rates and demand for City financing.
7. When a project is mandated by state or federal requirements and current revenues and available fund balances are insufficient.
8. When the project is immediately required to meet or relieve capacity needs.
9. When the life of the project or asset financed is 10 years or longer.
10. Spread the cost of the asset to those who benefit from it now and in the future
11. Acquire assets as needed rather than wait until sufficient cash has built up.

Factors That Favor Short-Term Financing

12. To meet interim financing needs of construction projects if the full cost of the project is not yet known.

13. Borrow short-term and refinance with long-term debt once a project is completed. Used when issuer believes that market conditions favor delaying issuance of long-term bonds is more advantageous, i.e. falling long-term rates.

Debt Management

V. The City will not obligate the General Fund to secure long-term financing except when marketability can be significantly enhanced and/or interest rates can be decreased.
W. Direct debt will not exceed 4 % of assessed valuation.
X. An internal feasibility analysis will be prepared for each long-term financing activity that analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service.
Y. The City will generally conduct financing on a competitive basis. However, negotiated financing may be used due to market volatility or the use of an unusual or complex financing or security structure.
Z. The City will seek an investment grade rating (Baa/BBB or greater) on any direct debt and credit enhancements, such as letters of credit or insurance, when necessary for marketing purposes, availability, and cost-effectiveness.
AA. The City will annually monitor all forms of debt, coinciding with the City's budget preparation and review process, and report concerns and remedies, if needed, to the Council.
BB. The City will diligently monitor its compliance with bond covenants and ensure its adherence to federal arbitrage regulations.
CC. The City will maintain good communications with bond rating agencies regarding its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus:

POLICIES AND OBJECTIVES

1. Purposes for which debt will be issued
2. Types of debt that may be issue
3. Limitations on indebtedness
4. Debt maturity schedule or other structural features
5. Method of sale
6. Method of selecting consultants and professionals
7. Refunding policies
8. Disclosure practices

Purpose of this debt policy is to integrate the issuance of debt and other financing sources with the City's long-term planning and objectives and provide guidance on acceptable levels of indebtedness.

Policies flexible to permit City to take advantage of market opportunities or to respond to changing conditions without jeopardizing essential public services.

FUND BALANCE AND RESERVES

DD. **General Fund.** Section 10-6-116 of the Utah Code limits the accumulated balance or reserves that may be retained in the General Fund. The use of the balance is restricted as well. General Fund balance retained cannot exceed 25 % of estimated total ensuing year's budgeted fund revenues and may be used for the following purposes only:

1. To provide working capital to finance expenditures from the beginning of the budget year until other revenue sources are collected;

2. To provide resources to meet emergency expenditures in the event of fire, flood, earthquake, etc.; and

3. To cover a pending year-end excess of expenditures over revenues from unavoidable shortfalls in revenues.

Utah Code further limits the minimum General Fund balance to be maintained at 5 % of the total, estimated, ensuing years budgeted revenues. No appropriations may be made against the 5 % mandated minimum.

The General Fund balance reserve is an important factor in the City's ability to respond to unforeseen and unavoidable emergencies and revenue shortfalls. Alternative uses of excess fund balance must be carefully weighed. Over the next two years, the City will strive to maintain the General Fund Balance at the legal maximum of 25 %. The City Council may appropriate fund balance as needed to balance the budget for the current fiscal year as in compliance with State Law. Provision will be made to transfer any remaining General Fund

balance to the City's Capital Improvement Projects Fund to be designated for projects included in the City's Capital Facilities Plan.

In the General Fund, any fund balance in excess of projected balance at year end will be appropriated to the current year budget as necessary. The money will be allocated to building the reserve for capital expenditures, including funding equipment replacement reserves and other capital projects determined to be in the best long-term interest of the City.

Capital Improvement Funds

EE. The City may, in any budget year, appropriate from estimated revenues or fund balances to a reserve for capital improvements, for the purpose of financing future specific capital improvements under a formal long-range capital plan adopted by the governing body.

1. The City will establish and maintain an equipment replacement program to provide for timely replacement of vehicles and equipment. The amount added to this fund, by annual appropriation, will be the amount required to maintain the fund at the approved level after credit for the sale of surplus equipment and interest earned by the replacement program.

2. The City will establish and maintain a computer replacement program to provide for timely replacement of computer equipment. The amount added to this fund, by annual appropriation will be the amount required to maintain the fund at the approved level after credit for the sale of surplus equipment and interest earned by the replacement program.

3. The City may accumulate funds, as it deems appropriate for capital and equipment replacement costs.

4. The City will, prior to making capital project appropriations, consider any and all operational and maintenance costs associated with said project to determine fiscal impacts on current and future budgets.

Enterprise Funds

FF. The City will maintain a balance in the Enterprise Funds equal to at least the minimum debt ratio requirements identified in its bond obligations.

1. This level is considered the minimum level necessary to maintain the City's credit worthiness and to adequately provide for the following:

i) Economic uncertainties, local disasters, and other financial hardships or downturns in the local or national economy

ii) Contingencies for unseen operating or capital needs

iii) Cash flow requirements

GG. In addition to the designations noted above, fund balance levels will be sufficient to meet the following:

1. Funding requirements for projects approved in prior years that are carried forward into the new year;

2. Debt service reserve requirements;

3. Reserves for encumbrances; and

4. Other reserves or designations required by contractual obligations or generally accepted accounting principles.

RECESSION / REVENUE SHORTFALL PLAN

HH. The City intends to establish a plan, including definitions, policies, and procedures to address financial conditions that could result in a net shortfall of revenues and resources as compared to requirements. The Plan is divided into the following three components:

1. **Indicators -** Serve as warnings that potential budgetary impacts are increasing in probability. The City will monitor major revenue sources such as sales and franchise tax, property tax, and building permits, as well as inflation factors and national and state trends. A set of standard indicators will be developed.
2. **Phases -** Serve to classify and communicate the severity of the situation, as well as identify the actions to be taken at the given phase.
3. **Actions -** Preplanned steps to be taken in order to prudently address and counteract the anticipated shortfall.

II. The recession plan and classification of the severity of the economic downturn will be used in conjunction with the City's policy regarding the importance of maintaining reserves to address economic uncertainties. As any recessionary impact reduces the City's reserves, corrective action will increase proportionately. Following is a summary of the phase classifications and the corresponding actions that may be taken.

1. **ALERT: A reduction in total budgeted revenues of 2%.** The actions associated with this phase would best be described as delaying expenditures where reasonably possible, while maintaining the "Same Level" of service. Each department will be

responsible for monitoring its individual budgets to ensure only essential expenditures are made.

2. **MINOR: A reduction in total budgeted revenues of 3%.** The objective at this level is still to maintain "Same Level" of service where possible. Actions associated with this level would be as follows:
   i) Implementing the previously determined "Same Level" Budget.
   ii) Intensifying the review process for large items such as contract services, consulting services, and capital expenditures, including capital improvements.
   iii) Closely scrutinizing hiring for vacant positions, delaying the recruitment process, and using temporary help to fill in where possible.
3. **MODERATE: A reduction in total budgeted revenues of 4 to 5%.** Initiating cuts of service levels by doing the following:
   i) Requiring greater justification for large expenditures.
   ii) Deferring capital expenditures.
   iii) Reducing CIP appropriations from the affected fund.
   iv) Hiring to fill vacant positions only with special justification and authorization.
   v) Closely monitoring and reducing operating and capital expenditures.
4. **MAJOR: A reduction in total budgeted revenues of 6% or more.** Implementation of major service cuts:
   i) Instituting a hiring freeze.
   ii) Reducing the temporary work force.
   iii) Deferring wage increases.
   iv) Further reducing operating and capital expenditures.
   v) Preparing a strategy for reduction in force.
5. **CRISIS: Reserves must be used to cover operating expenses**
   i) Implementing reduction in force or other personnel cost-reduction strategies.
   ii) Eliminate programs/services.
   iii) Eliminate/defer capital improvements.

JJ. If an economic uncertainty is expected to last for consecutive years, the cumulative effect of the projected reduction in reserves will be used for determining the appropriate phase and corresponding actions.

KK. Fiscal First Aid - The Government Finance Officers Association (GFOA) in 2010 released fiscal first aid techniques that governments can implement when responding to financial distress. GFOA states that fiscal first aid techniques can be used as an immediate short-term aid to stop perpetuating financial distresses. While the development of permanent treatments may be necessary, in less severe cases of financial distress, fiscal first aid alone may be sufficient. The four categories of fiscal first aid are as follows:

1. **Primary Treatments –** are those that are recommended as the first line of defense and should be considered as a first option. In many cases, the go-to treatments not only provide immediate help but also improve the long-term prognosis.
2. **Treatments to Use with Caution** - may be called for if the go-to techniques are not sufficient. However, the side effects of these treatments could potentially worsen the financial condition if used improperly.
3. **Treatments to Use with Extreme Caution** - might help the near term financial situation, but could ultimately work against financial sustainability. For example, a treatment might damage the government's reputation, thereby reducing public support through local taxes
4. **Treatments Not Advised** - are ones that can cause long term negative effects.

The first step in implementing fiscal first aid is to diagnose the main causes of the problem. Accurate diagnosis is essential for selecting the right treatment and getting support for the treatment regimen. GFOA states that when diagnosing the problem, it is advisable to emphasize factors internal to the organization such as structure, culture, and communications. While external causes, such as a poor economy or state/federal mandates, may be at least partially to blame for fiscal distress, fixating on these largely uncontrollable items saps confidence that a good solution can be found.

The City has evaluated its own management practices against the four fiscal first aid treatments identified above. The subsequent table compares the actions the City has employed in its current management practices against each treatment. As demonstrated in the following table, the City has implemented strong fiscal management practices that offer proactive techniques utilized as a short and long-term aid to achieve the highest level of fiscal management. The City has implemented its "Recession/Net Revenue Shortfall Plan" (refer to the "Policies and Objectives" section) and is closely monitoring the potential budgetary impacts and strategies.

GFOA Best Practices – Fiscal First Aid Techniques
Primary Treatments
Revenue
Explore fees for services
Propose taxes with a strong nexus
Conduct a tax lien sale
Manage perceptions
Be willing to spend money to save money
Network with peer agencies and individuals
Human Resources and Benefits
Evaluate overtime use

Address healthcare costs & workers compensation claims/patterns
Assess organization structure
Integrate human resources and financial systems
Investigate risk management
Management Practices
Make managers manage
Enhance purchasing practices
Revisit control system
Centralize financial management and human resources activities
Establish a culture of frugality
Capital and Debt
Start comprehensive capital project planning
Restructure debt
Financial planning and Analysis
Inventory programs and ascertain their costs
Seek state, federal, and/or regional assistance
Treatments to Use with Caution
Capital and Debt
Use short-term debt to pay for vehicles
Defer and/or cancel capital projects
Financial Planning and Analysis
Use fund balance to soften the landing
Human Resources and Benefits
Increase part-time labor
Institute hiring/wage freezes
Reduce hours worked and pay
Management Practices
Close facilities or reduce hours of operation
Treatments to Use with Extreme Caution
Revenue
Levy a broad tax increase
Human Resources and Benefits
Make across-the-board wage cuts

Table 102 - Fiscal First Aid Techniques, Comparing City Practices to Techniques

CAPITAL IMPROVEMENT MANAGEMENT

LL.The public Capital Improvement Plan (CIP) will include the following:

1. Public improvement projects that cost more than $10,000.
2. Capital purchases of new vehicles or equipment (other than the replacement of existing vehicles or equipment) that cost more than $10,000.

3. Capital replacement of vehicles or equipment that individually cost more than $50,000.
4. Any project that is to be funded from building-related impact fees.
5. Alteration, ordinary repair, or maintenance necessary to preserve a public improvement (other than vehicles or equipment) that cost more than $25,000.

The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness, as well as conformance with established policies. The CIP is a five year plan, reflecting a balance between capital replacement projects that repair, replace, or enhance existing facilities, equipment or infrastructure and capital facility projects that significantly expand or add to the City's existing fixed assets or infra-structure.

The Impact Fees Act requires that a city or district serving a population of 5,000 or greater have a Capital Facilities Plan prepared in coordination and compliance with its General Plan that identifies the demands that will be placed upon the existing and future facilities by new development and the means that the City will use to accommodate the additional demand. A Capital Facilities Plan, completed in compliance with Utah State legislation, has been prepared and will be adopted in conjunction with the Impact Fee Ordinance and Impact Fee Analysis.

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, as described below, and clearly detail all cost components and the methodology used to calculate each impact fee.

The Impact Fees Act requires that the written analysis include a Proportionate Share Analysis that is intended to equitably divide the capacity and costs of each facility identified in the Capital Facilities Plan between future and existing users relative to the benefit each group will receive from the improvement.

Fees are collected to pay for capital facilities owned and operated by the City (including land and water rights) and to address impacts of new development on the following service areas: water, streets, public safety, recreation, and open space/parks. The fees are not used for general operation or maintenance. The fees are established following a systematic assessment of the capital facilities required to serve new development. The city will account for these fees to ensure that they are spent within six years, and only for eligible capital facilities. In general, the fees first collected will be the first spent. During the budget review process, adjustments to impact fee related projects may need to be made. Any changes made to these

projects should be updated in the impact fee analysis and included in future impact fee studies.

HUMAN RESOURCE MANAGEMENT

MM. The City will manage the growth of the regular employee work force without reducing levels of service or augmenting ongoing regular programs with temporary employees, except as provided in sections OO and PP below.

NN. The budget will fully appropriate the resources needed for authorized regular staffing and limit programs to the regular staffing authorized.

OO. Staffing and contract service cost ceilings will limit total expenditures for regular employees, temporary employees, and independent private contractors hired to provide operating and maintenance services.

PP. Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by City employees, rather than independent contractors. The City will strive to provide competitive compensation and benefit schedules for its authorized regular work force. Each regular employee will do the following:

1. Fill an authorized regular position.
2. Receive salary and benefits consistent with the compensation plan, state compensation laws and federal laws.

QQ. To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:

1. The City Council will authorize all regular positions.
2. The Human Resources Department will coordinate the hiring of all regular and temporary employees. The City Manager will approve the hiring of the final candidate.
3. All requests for additional regular positions will include evaluations of the following:
   i) The necessity, term, and expected results of the proposed activity.
   ii) Staffing and materials costs including salary, benefits, equipment, uniforms, clerical support, and facilities.
   iii) The ability of private industry to provide the proposed service.
   iv) Additional revenues or cost savings that may be realized.

v) Periodically, and prior to any request for additional regular positions, programs will be evaluated to determine if they can be accomplished with fewer regular employees.

RR. Temporary employees will include all employees other than regular employees, elected officials, appointed officials and volunteers. Temporary employees will augment regular City staffing only as extra-help employees, seasonal employees, and work-study assistants. The City will encourage the use of temporary employees to meet peak workload requirements, fill interim vacancies, and accomplish tasks where less than regular, year-round staffing is required.

SS. Contract employees will have written contracts and do not receive regular City employee benefits. Contract employees will occasionally be used to staff programs with unusual operational characteristics or certification requirements, such as recreation programs. The services of contract employees will be discontinued upon completion of the assigned project, program, or activity.

TT. The hiring of temporary employees will not be used as an incremental method for expanding the City's regular work force.

UU. Independent contractors will not be considered City employees. Independent contractors may be used in the following two situations:

1. Short-term, peak workload assignments to be accomplished through the use of personnel contracted through an outside temporary employment agency (OEA). In this situation, it is anticipated that City staff will closely monitor the work of OEA employees and minimal training will be required; however, they will always be considered the employees of the OEA, and not the City. All placements through an OEA will be coordinated through the Human Resources Department and subject to the approval of the City Manager.

2. Construction of public works projects and the provision of operating, maintenance, or specialized professional services not routinely performed by City employees. Such services will be provided without close supervision by City staff, and the required methods, skills, and equipment will generally be determined and provided by the contractor.

VV. Department Heads will be responsible to:

1. Ensure that work is not performed by an independent contractor until:

i) A written contract between the City and the contractor has been entered into and signed by both parties.

ii) The City Recorder has received the contract.

iii) The signed written contract has been co-signed by the City Manager.

iv) Funds have been budgeted for the project.

2. Each contract with an independent contractor should contain indemnity/hold harmless clauses, which provide that:

   i) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.

   ii) All independent contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.

   iii) The City and its officials, employees, agents and volunteers must be named as "additional insured" on the liability insurance policy.

3. Each contract with an independent contractor should contain provisions that ensure the contractor is carrying workers' compensation insurance coverage. The City shall require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors.

CONTRACTING AND PURCHASING POLICY

Purpose. These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

WW. **Authority of City Manager or Designee.** The City Manager or designate shall be responsible for the following:

1. Ensure all purchases for services comply with these rules;
2. Review and approve all purchases of the City;

3. Establish and amend procedures for the efficient and economical management of the contracting and purchasing functions authorized by these rules. Such procedures shall be in writing and on file in the office of the manager as a public record;
4. Maintain accurate and sufficient records concerning all City purchases and contracts for services;
5. Maintain a list of contractors for public improvements and personal services who have made themselves known to the City and are interested in soliciting City business;
6. Make recommendations to the City Council concerning amendments to these rules.

XX. **General Policies.** All City purchases for goods and services and contracts for goods and services shall be subject to the following:

1. No contract or purchase shall be so arranged, fragmented, or divided with the purpose or intent to circumvent these rules.
2. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the year for which funds have been appropriated.
3. All purchases of capital assets and services in excess of $25,000 must be awarded through a formal sealed bidding process.
4. When it is advantageous to the City, annual contracts for services and supplies regularly purchased should be initiated.
5. All purchases and contracts in excess of $5,000 must be approved by the City Manager. Amounts to be paid by the City of less than $5,000, may be approved and authorized by the respective department heads consistent with other city procurement policies and procedures.
6. The City Attorney prior to entering into any such contract shall review all contracts for services.
7. The following items require City Council approval unless otherwise exempted in these following rules:
   i) All contracts (as defined) over $25,000.
   ii) All contracts and purchases awarded through the formal bidding process.
   iii) Accumulated "change orders" which would overall increase a previously approved contract by:
      (1) The lesser of 20% or $25,000 for contracts of $250,000 or less;
      (2) More than 10% for contracts over $250,000.
8. Acquisition for undertaking building improvement or public works projects may require public requests for bids (UCA 11-39-103).
   i) All contracts for *building improvements* over the amount specified by state code, specifically:

(1) For each year after 2003 ($40,000 for the year 2003), the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3 % or the actual % change in the CPI during the previous calendar year.

ii) All contracts for *public works projects* over the amount specified by state code, specifically:

(1) For each year after 2003 ($125,000 for the year 2003), the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3 % or the actual % change in the CPI during the previous calendar year.

iii) Contracts for grading, clearing, demolition or construction undertaken by the Community Redevelopment Agency shall adhere to the procedures prescribed by State law.

9. Amounts to be paid by the City of less than $5,000 that are budgeted, may be approved and authorized by the respective department heads. Purchases under this policy must be allocated in the specific budget.

YY. **Exceptions.** Certain contracts for goods and services shall be exempt from bidding provisions. The manager shall determine whether or not a particular contract or purchase is exempt as set forth herein.

1. Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract that would have normally required their approval as soon as reasonably possible. The City Council shall ratify any emergency contract at the earliest possible time.
2. Purchases made from grant funds must comply with all provisions of the grant.

General Rules

ZZ. Purchases of Materials, Supplies and Services are those items regularly purchased and consumed by the City. These items include, but are not limited to, office supplies, janitorial supplies, and maintenance contracts for repairs to equipment, asphalt, printing services, postage, fertilizers, pipes, fittings, and uniforms. These items are normally budgeted within the operating budgets. Purchases of this type do not require "formal" competitive quotations or bids.

AAA. **Purchases of Capital Assets** are "equipment type" items that would be included in a fixed asset accounting system having a material life of one year or more and costing in excess of $5,000. These items are normally budgeted within the normal operating budgets. Purchases of this type do not require "formal" bids. Attempt shall be made to obtain at least three written quotations on all purchases of this type.

BBB. **Contracts for Professional Services** are usually contracts for services performed by an independent contractor in a professional capacity that produces a service predominately of an intangible nature. These include, but are not limited to, the services of an attorney, physician, engineer, accountant, architectural consultant, technical analyst, dentist, artist, appraiser or photographer.

Professional service contracts are exempt from competitive bidding. The selection of professional service contracts shall be based on an evaluation of the services needed the abilities of the contractors, the uniqueness of the service and the general performance of the contractor. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are professional service contracts and may bid professional services as approved. Major professional service contracts ($25,000 and over) must be approved by the City Council.

CCC. **Conflicts of Interest.** All contracts or transactions for goods or services, in which the contracting or transaction party is an employee or related to an employee of the City, must be competitively bid.

DDD. **Contracts for Public Improvements** are usually those contracts for the construction or major repair of roads, highways, parks, water lines and systems (i.e. Public Works Projects); and buildings and building additions (i.e. Building Improvements). Where a question arises as to whether or not a contract is for public improvement, the manager shall make the determination.

EEE. **Minor public improvements (less than the amount specified by state code).** The department shall make an attempt to obtain at least three written competitive quotations. A written record of the source and the amount of the quotations must be kept. The manager may require formal bidding if it is deemed to be in the best interest of the City.

FFF. **Major public improvements (greater than or equal to the amount specified by state code).** Unless otherwise exempted, all contracts of this type require competitive bidding.

Bidding Provisions

GGG. **Bid Specifications.** Specifications for public contracts shall not expressly or implicitly require any product by any brand name or make, nor the product of any particular manufacturer or seller, unless the product is exempt by these regulations or the City Council.

HHH. Advertising Requirements. An advertisement for bids is to be published at least once in a newspaper of general circulation and in as many additional issues, publications, and locations as the manager may determine, at least five days prior to the opening of bids. Advertising for bids relating to Class B and C road improvement projects shall be published in a newspaper of general circulation in the county at least once a week for three consecutive weeks. All advertisements for bids shall state the following:

1. The date and time after which bids will not be accepted;
2. The date that pre-qualification applications must be filed, and the class or classes of work for which bidders must be pre-qualified if pre-qualification is a requirement;
3. The character of the work to be done or the materials or things to be purchased;
4. The office where the specifications for the work, material or things may be seen;
5. The name and title of the person designated for receipt of bids;
6. The type and amount of bid security if required;
7. The date, time, and place that the bids will be publicly opened.
8. The City retains the right to accept/reject/modify all or a portion of all bids.
9. The City will not reimburse bidders for bid related expenses.
10. The City reserves the right to accept or reject all or a portion of any bid as the City determines to be in its best interest.

III. **Requirements for Bids.** All bids made to the city shall comply with the following requirements:

1. In writing;

2. Filed with the manager or his designee;
3. Opened publicly by the manager or designee at the time designated in the advertisement and filed for public inspection;
4. Have the appropriate bid security attached, if required.
5. "Sealed" bids does not preclude acceptance of electronically sealed and submitted bids or proposals in addition to bids or proposals manually sealed and submitted.

JJJ. Award of Contract. After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder or the bid as stipulated in the published RFP.

KKK. The successful bidder shall promptly execute a formal contract and, if required, deliver a bond, cashier's check, or certified check to the Treasurer in a sum equal to the contract price, together with proof of appropriate insurance. Upon execution of the contract, bond, and insurance, the bid security shall be returned. Contractors have no more than seven (7) business days to execute a formal contract with the City. Failure to execute the contract, bond, or insurance shall result in forfeit of the bid security.

LLL. **Rejection of Bids.** The manager or the City Council may reject any bid not in compliance with all prescribed requirements. The City also reserves the right to reject all or a portion of any and all bids if it is determined to be in the best interest of the City.

MMM. **Disqualification of Bidders.** The manager, upon investigation, may disqualify a bidder if he or she does not comply with any of the following:

1. The bidder does not have sufficient financial ability to perform the contract;
2. The bidder does not have equipment available to perform the contract;
3. The bidder does not have key personnel available, of sufficient experience, to perform the contract;
4. The person has repeatedly breached contractual obligations with public and private agencies;
5. The bidder fails to comply with the requests of an investigation by the manager.
6. The bidder has performed unsatisfactory work previously within the City.

NNN. **Pre-qualification of Bidders**. The City may require pre-qualification of bidders. Upon establishment of the applicant's qualifications, the manager shall issue a qualification statement. The statement shall inform the applicant of the project for which the qualification is valid, as well as any other conditions that may be imposed on the qualification. It shall advise the applicant to notify the manager promptly if there has been any substantial change of conditions or circumstances, which would make any statement contained in the pre-qualification application no longer applicable or untrue.

If the manager does not qualify an applicant, written notice to the applicant is required, stating the reasons the pre-qualification was denied, and informing the applicant of his right to appeal the decision within five business days after receipt of the notice. Appeals shall be made to the City Council. The manager may, upon discovering that a pre-qualified person is no longer qualified, revoke pre-qualification by sending notification to the person. The notice shall state the reason for revocation and inform the person that revocation will be effective immediately.

OOO. **Pre-Qualification Process.** When the City determines it is in its best interest to pre-qualify bidders for a project the City shall:

1. Identify the information required for prequalification as part of the bid announcement including submission time, date, and information that must be submitted for pre-qualification.

2. Identify in the bid documents a reasonable time whereby a prospective bidder shall be informed of their pre-qualification status. The Manager shall investigate information provided by prospective bidders in a timely manner. In most cases 2 weeks prior to bid opening.

3. Information requested from bidders shall be used to determine the qualifications and abilities of the prospective bidder. Information requested might include but not be limited to any information that may be necessary to determine the ability of a prospective bidder to complete the project. Examples of information that may be requested are demonstrated below.

   i) Demonstrated financial ability to complete contract.

   ii) Information on prior and pending litigation.

      (1) List of all lawsuits and arbitration to which the bidder has been a party in the 5 years preceding the bid opening date.

      (2) Name or Title of the litigation

(3) Civil Number

(4) Status and or result of the case

(5) County in which the litigation was filed

(6) Amount in question

iii) Equipment and materials available to complete project.

iv) Qualifications, work history, and references for critical personnel assigned to project.

v) Referrals from past clients (5 years).

vi) Work History for projects with comparable scope and financial implications.

vii) History of change order requests from prospective bidder.

viii) Demonstrated history of successfully completing governmental projects

ix) These examples are not intended to be an exhaustive list. The City reserves the right to identify any pre-qualification items that it may find useful in its bid processes.

4. Failure to provide or producing inaccurate information may lead to the rejection of a bidder and termination of contact with associated penalties on the part of the neglect bidder. Prospective bidders have the ability to appeal their rejected pre-qualification to the Council as outlined in the appeals section of this policy.

5. **Appeals Procedure.** Any supplier, vendor, or contractor who determines that the City, in violation of these regulations, has made a decision adversely to them, may appeal that decision to the City Council.

   The complainant contractor shall promptly file a written appeal letter with the manager, within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought. Upon receipt of the notice of appeal, the manager shall forward the appeal notice, his investigation of the matter, and any other relevant information to the City Council. The City Council may conduct a hearing on the matter. A written decision shall be sent to the complainant at the conclusion of the hearing.

INVESTMENTS

PPP. **Scope.** This policy establishes an effective delineation of responsibilities and internal controls for the safekeeping and investment of the City of Saratoga Springs monies.

1. **Prudence:** In accordance with the Prudent Person Rule which states: Investments shall be made with the exercise of that judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
2. **Conflicts of Interest and Ethics:** All officers of the City that engage in financial transactions shall act in accordance with the highest ideals of honor, integrity, and ethics. Employees shall act in strict accordance with State laws and City ordinances governing ethics and conflicts of interest with the City's investment program and requires the disclosure of any financial interests employees and officials may have in the financial institutions the City is working with or instruments the City is investing in.

QQQ. **Objectives.** All funds will be invested in accordance with most recent revision of the Utah Money Management Act. The primary objectives of investment activities in order of priority shall be safety, liquidity, and yield:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
3. Yield: Return on investment is of secondary importance compared to safety and liquidity objectives described above.

RRR. **Standards of Care.** The standard to be used by investment personnel will be the 'prudent person' rule, 51-7-14(1) of the Utah Money Management Act. This concept will be applied in the context of managing the overall portfolio where the 'prudent person' is reasonable, well informed and not a professional investor "prudent expert." The "prudent person" concept implies that the primary concern is to preserve capital and provide required liquidity.

SSS. **Ethics.** Officers and employees involved in the investment process shall refrain from engaging in personal business activities affected by their duties and responsibilities as investors of public funds, that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial

institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the entity.

TTT. **Controls.**

1. **Allowable Investments.** The following list constitutes current legal investments under the Utah Money Management Act. Credit Ratings for the purchase of any security must have a minimum of single A- or its equivalent or better by two or more public rating agencies at the time of purchase. Short term credit ratings for commercial paper must be top tier A1/P1/F1 by two of the three credit rating agencies at the time of purchase.
2. Diversification. The City will diversify its investments in order to avoid risks in specific instruments, individual financial institutions or maturities. The current diversification is as follows:

Investment Instrument	Maximum in Any Single Issuer**
T-bills	100%
T-Notes	100%
Corporate Bonds	5%
U.S. Government Agency Securities	100%
Federal Farm Credit bank (FFCB)	50%
Federal Home Loan Bank (FHLB)	50%
Federal Home Loan Mortgage Corporation (FHLMC)	50%
Federal National Mortgage Association (FNMA)	50%
Other Obligations (revenue bonds of any county, city, or any taxing district of the State of Utah)	5%
Certificates of Deposit in Utah State Depositories	FDIC limit
Commercial Paper	5%

** No single issuer or guarantor (other than the United States Treasury and Federal Agencies) may represent more than the percentage listed in this table at the time of purchase of the total value of holdings of each cash manager's portfolio.

3. **Guidelines for Deposits with Financial Institutions.** The maximum unsecured deposits invested with any one Utah Bank shall be limited to 5% of that bank's capital and deposit base.
4. **Maturity Schedule**. Investment maturities for operating funds (short term funds) will be scheduled to coincide with cash flow needs, taking into account routine expenditures as well as anticipated revenue. Maximum Maturity for any single issuer

will follow the Utah Money Management Act guidelines. For U.S. Government Treasuries and Agencies, the maximum allowed maturity is 5 years.

5. **Performance Evaluation.** The investment portfolio will be managed in accordance with the parameters specified within this policy. The Utah Public Treasurers Investment Fund (PTIF) Rate shall be the benchmark against which the investment portfolio performance shall be compared on a regular basis.
6. **Reporting**. The Treasurer shall prepare an investment report annually that will include the following:
   i) Listing of individual securities held at the end of the reporting period.
   ii) Weighted average yield to maturity for the investment portfolio
   iii) Listing of investments by maturity date.
   iv) Percentage of total portfolio that each type of investment represents.

   Investment Advisors will prepare and submit monthly reports to the City Treasurer or other finance staff that will include monthly performance, current credit mix, maturity distribution and compliance to the Utah Money Management Act and the Investment Policy.

   Additionally, the Investment Advisor should be prepared to meet quarterly with the City Treasurer to discuss investments reports, recent interest rate conditions, economic developments, and anticipated cash needs of the City.

TTT. **Selection of Investment Advisor and/or Broker** The credibility of investment advisors, brokers, dealers and banks will be checked and analyzed. Criteria for selection will include classification on the Utah Money Management Council's Certified Dealer List or Certified Investment Advisor List. The Treasurer will invest with those financial institutions that meet the above criteria.

UUU. **Safekeeping.** All investments must be held in custody/safe keep by a bank or trust company with minimum credit ratings mentioned above for corporate bonds.

VVV. **Evaluation.** The City Treasurer reserves the right to amend any of the previous internal guidelines.

WWW. **Effective Date of Policy**. This policy is effective on March 1, 2015

NSF CHECKS

Purpose. To define procedures for processing nonsufficient funds checks.

XXX. **Procedures.** When a check is returned for nonsufficient funds (NSF), an NSF check fee will be assessed. The amount of the fee will be based on the City's current fee schedule. Utility billing payments will be reversed off the customer's utility billing account, and court payments will be charged back on the defendant's case. No checks

will be accepted from a customer after 2 returned checks within a one-year period. This restriction will last for one year beginning with the date of the second nonsufficient check. After sufficient collection efforts, checks that are not paid within 120 days are written off to the general ledger department/fund that originally received the check. The City Treasurer will approve checks to be written off. At the Treasurer's discretion, NSF checks may be sent to the City's collection agency. If a recovery is made (either through the City or the collection agency), the revenue will be credited to the department/fund the write-off was charged to.

JOURNAL ENTRIES

Purpose. To define procedures for implementing accounting changes to the City's general ledger through the journal entry process.

YYY. **Responsibilities.** Employees are authorized to perform journal entries through the City Manager or Assistant City Manager. Proper journal entry backup is required for all journal entries. Journal entries must also comply with any applicable City policies and procedures.

ZZZ. **Approval.** The finance department will prepare a journal entry report for the City Manager or Assistant City Manager monthly. This report will show the effective date of the journal entry, journal entry number, general ledger account numbers, description, and debit/credit amount. The journal entry report must be in sequential journal entry number. Any sequence gaps should be noted and explained in the report. Any journal entry with debits in excess of $50,000 (excluding account reclassifications) must first be approved by the City Manager or Assistant City Manager before entry.

FIXED ASSET AND INVENTORY POLICY

AAAA. **Criteria for Fixed Asset Capitalization and Control.** The City will maintain fixed asset lists for financial reporting and physical control purposes. Individual fixed assets with useful lives in excess of one year and valued or costing at or above $5,000 will be maintained on the fixed asset list for financial reporting purposes. Individual fixed assets with useful lives in excess of one year and valued or costing at below $5,000 will be maintained on fixed asset lists for physical control purposes. These lists will be the responsibility of each department to maintain.

BBBB. **Inventory**. Inventory consists of many items with nominal costs that are used as needed by departments. Inventory counts are not a control feature for the safeguard of the items but merely a summarization for the financial statements. Due to the relatively small amounts invested in the inventory and the modest changes in value from year-to-year, the City will eliminate reporting inventory on the financial statements but will

continue to track and monitor inventory for internal purposes only. The total dollar amount of inventory will be reviewed annually to ensure that it should not be reported on the financial statements.

CCCC. **Criteria for Fixed Asset Depreciation.** Assets appearing on the financial reporting fixed asset list are subject to depreciation. The City employs the straight-line depreciation method on all depreciable fixed assets unless the finance department and the appropriate department head deem another depreciation method more appropriate and accurate for a particular asset class. If an alternate method is chosen, this will be disclosed in the City's financial statement notes. The City utilizes reasonable estimated useful lives established by the finance department and the appropriate department head with consultation from other professionals and outside publications.

SALVAGE POLICY

This policy establishes specific procedures and instructions for the disposition of surplus property, not to include the sale/disposal of real property. The sale of real property will strictly follow the specific procedures and instructions as governed by Utah Code Ann. Sec. 10-8-2.

Personal Property of the City is a fixed asset. It is important that accounting of fixed assets is accurate and timely. Personal property, as defined by this policy will include, but not limited to rolling stock, machinery and equipment, furniture and fixtures, tools, and electronics. This property has been purchased with public money. It is important that the funds derived from the sale be accounted for and disposed properly.

DDDD. **Responsibility for Property Inventory Control.** It is the responsibility of each department to maintain an inventory of *all* department property. The departments shall be responsible for submitting to the finance department an updated inventory log of all changes to assets costing greater than $5,000 at least annually. The finance department will assist in the disposition of all personal property.

EEEE. **Disposition of an Asset.** Department heads shall identify surplus property within the possession of their departments and report such property to the finance department for disposition consideration. The department head shall clearly identify age, value, comprehensive description, condition, and location. Other departments in the City will be given first consideration for the items. For property valued at $5,000 or greater, the finance department shall present to the City Council a listing of property to be disposed of. The city shall comply with current state law relative to the disposition of surplus property. The City shall conduct a public hearing relative to the disposition of this property.

FFFF. The finance department shall, after approval by the City Council, dispose of the assets. The City Manager has final authority on the method of disposition, with or without advertisement or bids. The finance department shall, after the disposal of surplus property, notify the City's insurance liability carrier to ensure that all items disposed of are removed from the City's liability coverage (if applicable).

GGGG. **Conveyance for Value.** Conveyance of property shall be based upon the highest and best economic return to the City. City-owned surplus property may be offered preferentially to units of government and non-profit. The highest and best economic return to the city shall be estimated by one or more of the following methods:

1. Public auction
2. Sealed competitive bids
3. Evaluation by qualified and disinterested consultant
4. Professional publications and valuation services
5. Informal market survey by the Finance Manager in case of items of personal property possessing readily, discernable market value.

Sales of City personal property shall be based, whenever possible, upon competitive sealed bids. The City Manager has final authority on the method used. In all cases, the City retains the right to accept, reject, or modify all or a portion of all bids.

HHHH. **Revenues.** All monies derived from the sale of personal property shall be credited to the general fund of the City, unless the property was purchased with money derived from an enterprise fund, special revenue fund, or internal service fund. In this case, the money shall be deposited in the fund of the enterprise, special revenue, or internal service fund that made the original purchase. Any fees associated with selling the property (such as auction fees) will be netted against the proceeds received.

IIII. **Advertised Sealed Bids.** A notice of such public auction or invitation for sealed bids shall be published in a newspaper of general circulation or the City newsletter at least 14 days before the opportunity for public comment. The notice shall be posted at the public information bulletin board at City Hall. The notice shall describe the property to be sold, the terms of the sale, and the place and time of the auction or bid opening.

Employee Participation: City employees and their direct family members are not eligible to participate in the disposal of surplus property unless:

1. Property is offered at public auction or public sealed bids;
2. If sealed bids are required and no bids are received from general public, a re-bidding may occur with employee participation.

JJJJ. **Compliance.** Failure to comply with any part of this policy may result in disciplinary action.

BENCHMARKING

KKKK. **Philosophy.** The city has been participating in the Utah Benchmarking Project. The philosophy behind benchmarking, as defined by the group, is to enable comparisons between and among organization processes in an attempt to discover best practices that, once imported, will improve all operations for the city. Benchmarking with Utah's participating communities will help in the efforts to provide the most appropriate level of service to the citizens of Saratoga Springs at the lowest possible cost while achieving the best possible efficiencies of effort.

LLLL. **Purpose.** The purpose of benchmarking for the city emulates the projects goal, which is to provide the city with a service delivery management tool that supports the cities decision-making processes in strategic planning and accountability. Through benchmarking, the city can better determine where success is coming from in other cities, and find ways to make city services better and more cost effective. Through this process, the city can focus on its goals for city improvement, partnering to share information, and adapting to the needs of the citizens.

MMMM. **Selection**. For comparison purposes, the city will continue to use the same "benchmark" group that was previously predetermined by the City Council for the wage analysis study. These cities were chosen based on a variety of factors such as geography, demographics, population size, and finances.

For the purposes of benchmarking, the following cities were chosen:

1. Centerville
2. Clinton
3. Draper
4. Farmington
5. Lehi
6. North Ogden
7. Pleasant Grove
8. Riverton
9. South Jordan
10. South Ogden
11. South Salt Lake City
12. Washington

SPECIAL EVENT SERVICES

NNNN. For special events and other services that have been or will be developed for the City, the City may be required to provide:

1. Park Services (Field maintenance, ground maintenance, trash pick-up)
2. Parking Services (Parking enforcement)
3. Special Events and Facilities Services

In many cases, these services can be provided without incremental cost or loss of revenues. In the event special event services do have an impact on departmental budgets, the procedures for amending departmental budgets is in line with the City-wide procedures for amending departmental budgets.

OOOO. **Events Managed Under Multi-Year Contracts.** The procedure for this type of special contract is as follows: the department will request budget adjustments during the first budget opening following the agreement signing. These budget adjustments will be based upon the level of services outlined in the special event contract and will remain in the budget for the term of the contract.

PPPP. **Year-to-Year or One Time Events.** For those events for which long term agreements do not exist the costs for providing services shall be estimated and included within Council's or the City Manager's review of the proposal.

QQQQ. **Special Event Funding.** Special events may be funded in the following manners: vendor fees, corporate donations, directly through the general fund or a transfer, and special event participant fees.

RRRR. **Vendor Fees.** Any vendor wishing to sell products or provide services at any special event must pay a vendor fee. Vendor fees will be set based upon type of event, number of expected vendors and any cost incurred by the City associated with hosting vendors.

SSSS. **Corporate Donations.** The City will solicit corporate donations from businesses when appropriate. Any corporate donation will directly pay for any cost incurred by the City for the special event.

TTTT. **General Fund Transfer.** If necessary and appropriate, a general fund transfer may occur provided that during the budget process for the current fiscal year the City Council

approves such a transfer. The transfer may vary from year to year-based on Council's decisions regarding the budget.

UUUU. **Special Event Participant Fees.** Any special event may have programs that require a participant fee. The participant fees will directly pay for any incurred costs associated with the special event program. The fee will vary from program to program depending on total cost of the program.

LIBRARY

VVVV. **Fiscal Policy.** It is the policy of the City for the library to be primarily funded through donations and miscellaneous revenues (such as the sale of library cards). The City, at its discretion, may appropriate additional funds for one-time and ongoing costs. The library's expenditures will not be allowed to exceed current revenue (donations, miscellaneous revenue, and City contributions) plus beginning fund balance (if any). Monthly revenue and expense reports will be provided to the Library Board for their review.

WWWW. **Purchasing Policy.** The library is to follow the City's purchasing policies. All approved expenditures will be paid through the City's accounts payable department.

XXXX. **Revenue Policy.** The library must follow any applicable state and local revenue collection policies and procedures.

REPLACEMENT POLICY FOR VEHICLES AND EQUIPMENT

YYYY. With significant growth, the City's fleet has expanded to include over 100 vehicles and pieces of rolling stock. In anticipation of future growth and in order to increase accountability, streamline approval processes and save taxpayer dollars a fleet replacement schedule has been created.

This schedule will give stakeholders the ability to prioritize vehicle replacement and approach fleet management from a strategic perspective. Data used in the analysis includes an inventory of all equipment, the estimated useful life and projected replacement date, corrective and preventative maintenance schedule and costs, depreciating value and replacement cost.

The vehicle and equipment replacement schedule captures both objective and subjective factors related to a vehicles condition and value. Objectively, the replacement schedule tracks: total mileage/hours; previous year mileage, parts expense; labor expense; preventative maintenance; corrective maintenance; estimated live expectance; and

depreciating value. Subjectively, the replacement schedule captures feedback from the Department Head or their designees related to the condition and quality of the vehicle or piece of equipment. While objective criteria will be applied to every vehicle and piece of rolling equipment, subjective analysis will be weight more heavily for specialized equipment such as fire engines, modified police vehicles and specialty trucks.

Once a vehicle or piece of equipment satisfies this objective and subjective criteria, it is flagged for consideration to be replaced and submitted to the City Manager. The City Manager has signatory authority to approve replacement vehicles and equipment. After a vehicle meets objective and subjective requirements for replacement, the City Manager or designee can determine whether or not a new replacement vehicle should be purchased. This decision requires the City Manager to balance the benefits of replacing a vehicle against budgetary priorities and constraints. This encourages lean management of the City's operations, streamlines the previous approval process and allows Council to retain ultimate approval authority for vehicle replacements during the budget process.

This new approval process does not apply to vehicles and equipment that are being added to the existing fleet. When a vehicle or piece of equipment is being added to, rather than replacing, it will require get specific approval by the City Council.

REPLACEMENT POLICY FOR COMPUTER EQUIPMENT

This policy pertains to the replacement of computer equipment based on a specific set of criteria.

ZZZZ. The following is the criteria used:

1. User Needs – a replacement computer should not be based on technological cycles but on the needs of each user.
2. Warranty Expiration – considers the time spent by staff in maintenance, troubleshooting, and repair downtime.
3. Necessary Upgrades – considers cost of a new system as opposed to on-going support of older software/hardware.
4. Minimum Computer Configuration Standards – staff may determine what this standard is. For example, considering whether the computer performs adequately when running a standard operating system, web browser, word processor, spreadsheet, desktop database, and Oracle simultaneously.
5. Refresh Rate – cost of replacement and upgrading parts and the cost of replacement compared with maintenance.

Laptops that are more than three years old and desktops that are more than five years old will be eligible to be considered under the factors above.

POLICIES AND OBJECTIVES

The Computer replacement schedule tracks: Staff downtime; maintenance time; troubleshooting time; repair downtime; and the cost of on-going support of older software/hardware. This schedule also captures descriptive feedback from the Department Head or their designees explaining the end users' needs and whether the current computer system is affecting productivity. Subjective criteria is especially valuable in this analysis because the end user's needs are varied, this variance will be captured in the replacement schedule.

Once a computer satisfies the objective and subjective criteria, it is flagged for review by the City Manager. At this point, the City Manager or designee can determine whether or not a new replacement computer should be purchased. This decision requires the City Manager to balance the benefits of replacing a vehicle against budgetary priorities and constraints. When a computer is replaced, the older unit is cascaded to an employee that does not require a newer machine in order to maintain productivity. Alternatively, a cascaded computer can be assigned as a back-up unit in a specific area or department.

This new approval process does not apply to computers that are being added to the current allotment of computers.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the government entity. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DUE DILIGENCE: Such a measure of prudence, activity, assiduity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent person under the particular circumstances; not measured by any absolute standard, but depending on the relative facts of the special case.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-through" is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price upon which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states, the trustee may invest in a security if it is one that would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and

commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

APPENDIX A: BUDGET REQUESTS

Departmental Budget Requests for FY2017 & FY2018							
Fund	**Department**	**Request**	**FY 2016 Adj. Budget**	**FY 2017 Dept. Request**	**FY2018 Dept. Request**	**City Manager Recom.**	**Ongoing/One Time**
General	All	Pay Plan		$317,000		Y	On Going
General	Administration	PT Front Desk/Utility Billing Clerk (0 impact on the GF, allocated to utility funds)		$25,920		Y	On Going
General	Public Works Admin	Third PT Administrative Assistant		$34,126		N	On Going
General	Building	FT Plans Examiner		$89,652		Y	On Going
General	Building	Building Inspector II		$100,340		Y	On Going and One Time
General	Legal	PT Legal Assistant		$26,400		Y	On Going
	Legal	Convert Assistant City Attorney into FT position		$66,972		N	On Going
General	Planning	General Plan Update	$25,000	$75,000		Y	One Time
General	Planning	Education/Training/Memberships for 4th Planner		$1,000		Y	On Going
General	Planning	Planning Only Admin Assistant		$13,918		N	On Going
General	Planning	Planning Intern		$15,433		N	On Going
General	Planning	Planning Consulting		$20,000		Y	On Going
General	Non Departmental	Website Redesign		$34,500		Y	One Time
General	Civic Events	Civic Events Overall Budget		$26,089		Y	On Going
General	Civic Events	20 Year Celebration		$21,400		Y	One Time
General	Civic Events	City Float		$20,000		Y	One Time
General	Civic Events	Splash Concert		$8,000		Y	On Going
General	Civic Events	Splash Water Party		$700		N	On Going
General	Civic Events	Music Rights		$1,000		Y	On Going
General	Court	ACE Court		$8,400		Y	On Going

		Clerk - PT					
General	Library	PT Library Clerk Staffing		$30,000		Y	On Going
General	Library	Building Maintenance, Janitorial & Carpet Cleaning	$1,250	$2,500		Y	On Going
General	Library	Collection		$10,000		Y	On Going
General	Library	Annual Software Maintenance		$3,000		Y	On Going
General	Library	Office Supplies, Misc.		$6,000		Y	One Time
General	Police	Police Officer x3/1 Already Approved		$421,010		N	On Going
General	Police	Police Sergeant		$138,220		N	On Going
General	Police	Crossing Guard		$10,000		Y	On Going
General	Police	Crossing Guard increase in pay		$8,300		N	On Going
General	Police	Dispatch Fees - Contract Services		$21,000		Y	On Going
General	Police	Police Detective (Part Time)		$38,608		N	On Going
General	Police	FY2016 Approval Partial Year (1 Sergeant, 1 POIII, 1/2 detective)	$90,058	$270,174		Y	On Going
General	Fire	2nd PT Admin Assistant		$15,788		N	On Going
General	Fire	3 FT positions - FF/Medics (offset by part-time salaries and wages)		$102,077		N	On Going
General	Fire	New Ambulance		$82,500		Y	One Time
General	Fire	FY2016 Approval Partial Year (3 FT FF, offset by PT FF salaries and wages)	$51,034	$102,077		Y	On Going
General	Streets	FT Streets Supervisor		$112,778		Y	On Going and One Time
General	Streets	Traffic Signal		$24,085		Y	One Time

		maintenance training and parts inventory					
General	Streets	ELGIN Sweeper Maintenance		$22,000		Y	One Time
General	Streets	Salter Replacement		$25,000		Y	One Time
General	Streets	Curb Gutter and Sidewalk		$15,000		N	On Going
General	Engineering	Engineer II	$47,062	$94,124		Y	On Going
General	Parks	Increase in budget for Riverside Islands		$1,425		Y	On Going
General	Parks	Increase in budget for Talus B		$12,072		Y	On Going
General	Parks	62" Zero turn Mower		$12,000		Y	One Time
General	Parks	62" Zero turn Mower replacement		$12,000		N	One Time
General	Parks	Z spray ride on fertilizer and sprayer		$13,000		Y	One Time
General	Parks	Seasonal Personnel Increase		$36,960		N	On Going
General	Parks	Trencher with Trailer		$9,832		N	One Time
General	Parks	Weed Mower for Loader		$25,000		Y	One Time
General	Parks	Self-pay credit card machine for Marina		$7,500		N	One Time
General	Recreation	Training		$1,100		Y	On Going
General	Recreation	Expense Increase		$70,559		Y	On Going
		Total General Fund Requests		**$2,661,539**	**$0**		
		Total City Manager Recommended Requests		**$1,698,695**	**$0**		
		Already Approved through budget amendments		**$468,875**	**$0**		

Roads Impact Fund	Capital Projects	400 West to Aspen Hills Blvd - Design and Constructions		$1,000,000		Y	One Time
Roads Impact Fund	Capital Projects	400 East Crossroads Signal (Approved for FY2018)			$300,000	Y	One Time
Roads Impact Fund	Capital Projects	Foothill Blvd Alignment Study		$50,000		Y	One Time
		Total Road Impact Fund Requests		**$1,050,000**	**$300,000**		
Public Safety Impact Fund	Capital Projects	Police Facility		$3,000,000		Y	One Time
		Total Public Safety Impact Fund		**$3,000,000**	**$0**		
General Capital Fund	Capital Projects	Road Projects		$665,940		Y	On Going
General Capital Fund	Capital Projects	Street Light Projects		$50,000		Y	On Going
General Capital Fund	Capital Projects	Parks Capital Projects		$50,000		Y	On Going
General Capital Fund	Capital Projects	Vehicle Replacement		$320,271		Y	On Going
General Capital Fund	Capital Projects	Equipment Replacement		$29,653		Y	On Going
General Capital Fund	Capital Projects	Computer Replacement		$22,122		Y	On Going
General Capital Fund	Capital Projects	5 year CIP (1st floor public safety purchase)		$1,000,000		Y	One Time
		Total General Capital Fund		**$2,137,986**	**$0**		

Water Fund	Culinary Operations	Chlorine		$16,000		Y	On Going
Water Fund	Culinary Operations	Fuel		$4,400		Y	On Going
Water Fund	Culinary Operations	Vehicle Maintenance		$500		Y	On Going
Water Fund	Culinary Operations	Bluereview (blue staking software)		$7,000		Y	On Going
Water Fund	Culinary Operations	Full Time water Employee (meter sets and repairs)		$71,230		Y	On Going
Water Fund	Culinary Capital	Mini Excavator		$51,000		Y	One Time
Water Fund	Culinary Capital	F-350 Dump Truck		$54,000		Y	One Time
Water Fund	Culinary Capital	New Drive for Culinary Well 4		$12,000		Y	One Time
Water Fund	Culinary Capital	PLC's		$32,000	$24,000	Y	One Time
Water Fund	Culinary Capital	Trencher with trailer		$9,832		Y	One Time
Water Fund	Secondary Operations	Fuel		$500		Y	On Going
Water Fund	Secondary Capital	Weed Mower		$25,000		Y	One Time
Water Fund	Secondary Capital	VFD Drive for secondary well 4		$16,000		Y	One Time
Water Fund	Secondary Capital	PLC's		$32,000	$24,000	Y	One Time
		Total Water Fund		**$331,462**	**$48,000**		
Sewer Fund	Sewer Capital	GIS GPS Sewer Reading Equipment (building dept.)		$30,000		Y	One Time
Sewer Fund	Sewer Capital	Jetting Easement Machine		$17,000		Y	One Time
Sewer Fund	Sewer Capital	Lift Station 3 drive		$19,000		Y	One Time
Sewer Fund	Sewer Capital	PLC's		$72,000		Y	One Time
		Total Sewer Fund		**$138,000**	**$0**		
Storm	Storm Drain	Training		$1,500		Y	On Going

Drain Fund	Oper						
		Total Storm Drain Fund		**$1,500**			
Secondary Water Impact	Capital Projects	SW5 (Dependent on Bonding)			$1,481,000		One Time
Secondary Water Impact	Capital Projects	SW4 (Dependent on Bonding)			$2,886,000		One Time
		Total Storm Drain Fund		**$0**	**$4,367,000**		
		Grand Total of Requests		**$9,318,987**	**$4,715,000**		

APPENDIX B: FINANCIAL HEALTH INDICATORS

Introduction

As part of an ongoing effort to enhance transparency and to provide timely analytical tools for decision making, the City has added this Financial Health Indicators Section to the budget document. This section includes a series of health indicators and trend analyses that the City should continue to monitor as the community grows. The charts, graphs, and accompanying analysis can be used in the decision making process to help insure the fiscal sustainability of the City. Some of the indicators are drawn from expert financial wisdom and others are pulled from the ICMA (The International City and County Management Association). These measures are longitudinal in nature. Due to the increased availability of data and technology, the City is incorporating these measures and an additional tool for communicating fiscal health and monitoring trends.

Each indicator has a description, a reason the indicator is important, an example of a negative and a critical trend, and the current trend in the City.

Unrestricted Net Assets/Position of Governmental Type Activities

Description

This indicator identifies when an entity has negative unrestricted net assets/position.

Why is it important?

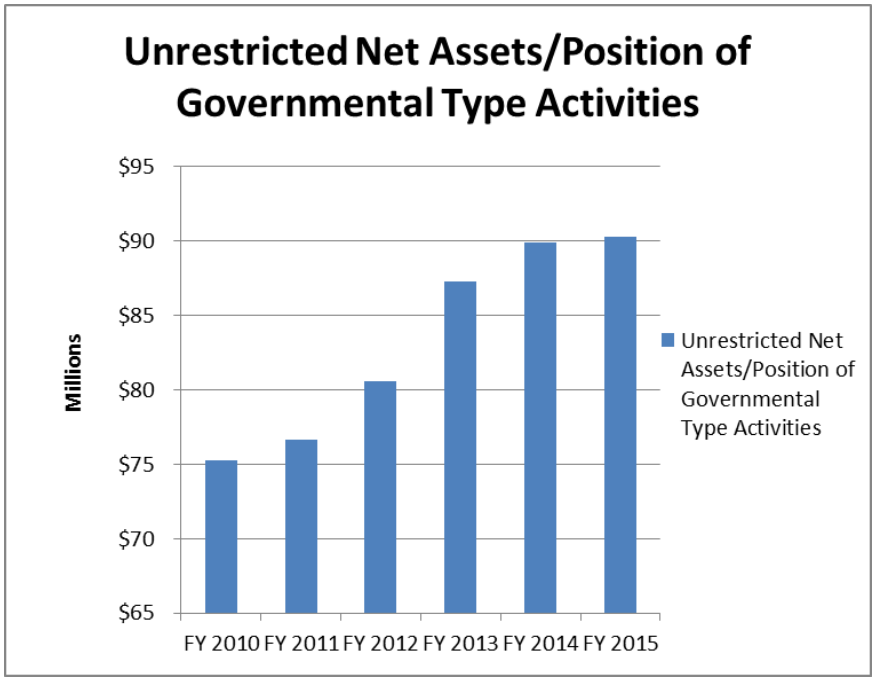
This indicator identifies if net assets/position is available for unrestricted purposes. Although unrestricted net assets/position may not be in liquid form, it is important to have net assets/position available and unrestricted as to use. If an entity's unrestricted net assets/position is declining or is negative, it leaves little or no room for unexpected expenses; and therefore, is a sign of fiscal stress.

Negative and Critical Trend Example

Critical Indicator – Declining trend over a multi-year period

Negative Indicator – Negative amounts

Current City Trend



The graph indicates an increasing net assets/position of the governmental type activities. There are no critical or negative indicators present at this time. The City will continue to monitor the graph for any change in the indicators.

Unassigned Fund Balance of the General Fund

Description

This indicator identifies when an entity has negative unassigned fund balance.

Why is it important?

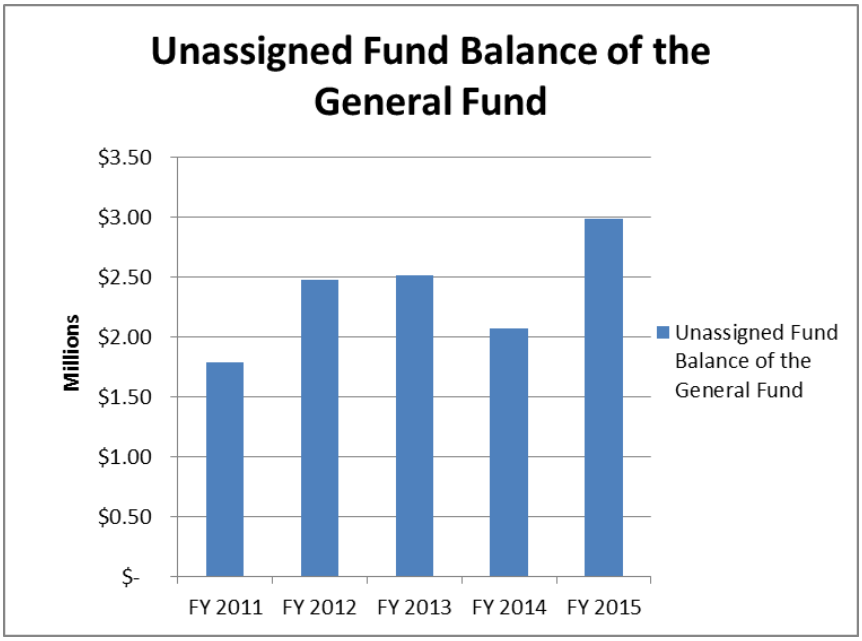
This indicator identifies if fund balance is available for unrestricted purposes. Although unassigned fund balance may not be in liquid form, it is important to have fund balance available without restrictions. If an entity's unassigned fund balance is declining or is negative, it leaves little or no room for unexpected expenses; and therefore, is a sign of fiscal stress.

Negative and Critical Trend Example

Critical Indicator – Negative amounts

Negative Indicator – Declining trend over a multi-year period

Current City Trend



The graph indicates an overall increase in unassigned fund balance in the General Fund (10). There are no critical or negative indicators present at this time. The City will continue to monitor the graph for any change in the indicators.

Decline in General Fund Tax Revenue

Description

This indicator reflects the percentage change from year to year for Property tax revenue for all entity types, and Sales tax revenue for counties and income tax revenue for cities.

Why is it important?

This indicator reflects declines in these revenue types and is an indication that an entity may be facing financial hardship due to declines in significant revenue sources. It will also reflect the need for additional sources of revenue to maintain stability.

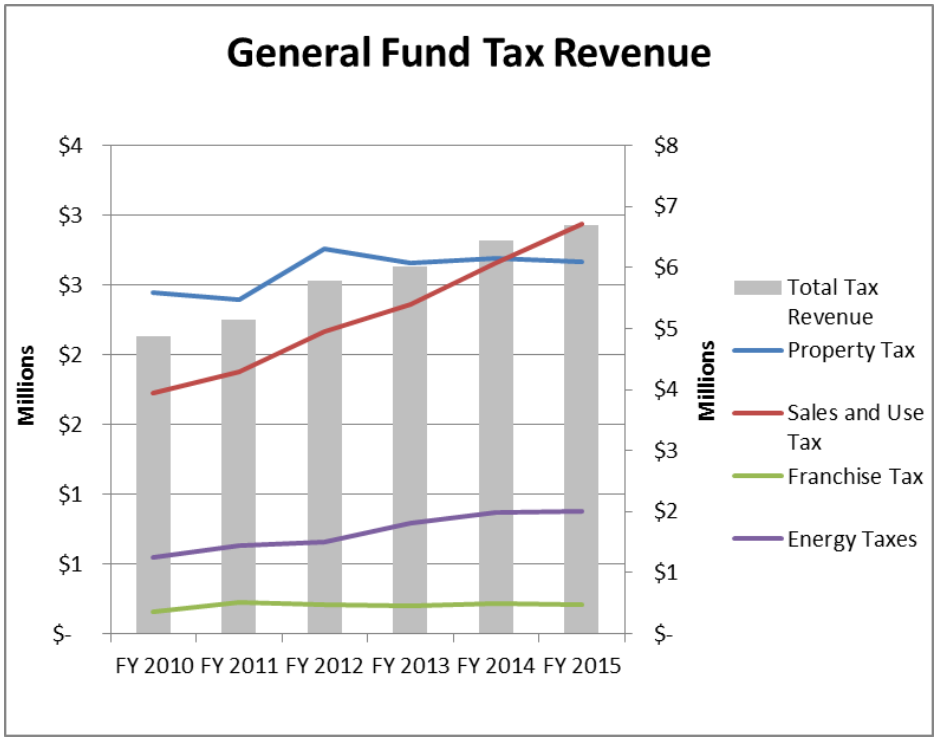
Negative and Critical Trend Example

Critical Indicator – Trend of declining tax revenue over a three year period

Negative Indicator – Decrease in tax revenue

Current City Trend

APPENDIX B: FINANCIAL HEALTH INDICATORS



The graph indicates that an overall increase in the revenues from each tax type. There is one negative indicator in FY 2015 where property tax drops slightly. This is due to an increase (not shown) of delinquent property taxes owed. Because of Utah's certified property tax rate, each municipality can expect similar revenues in property tax each year, not including new growth. As such, this drop was due to an unexpected increase in delinquencies, not an actual reduction in property tax revenues.

Revenue per Capita

Description

This indicator takes total revenues received in the General fund and divides them by the current population to determine revenues per one resident in the City.

Why is it important?

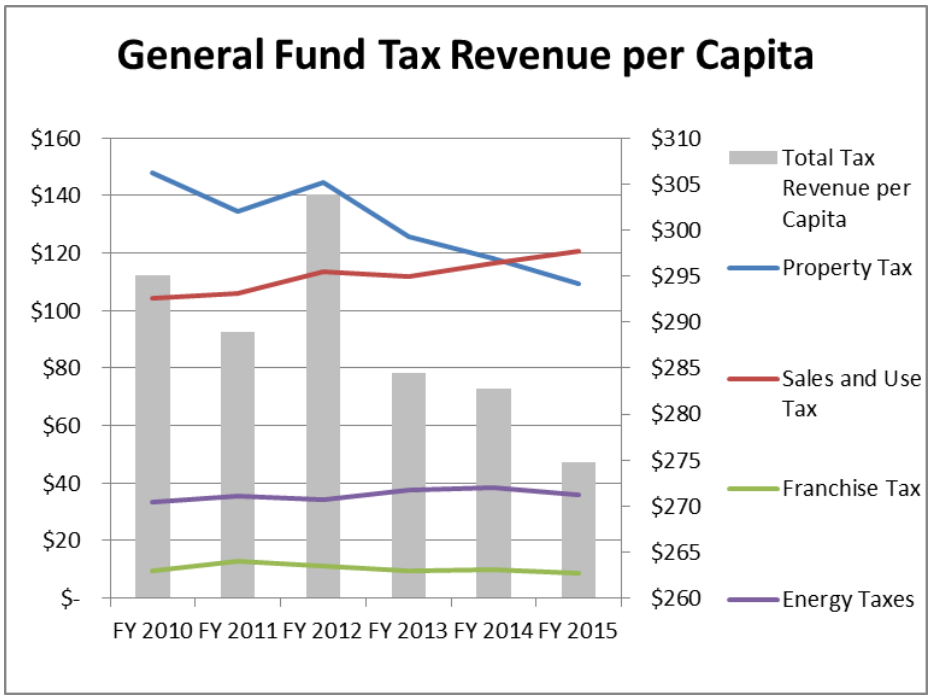
This indicator provides insight into the estimated tax burden placed on the residents of the community. An increase in revenue per capita could indicate an increase in home valuation and/or an increase in prices for goods purchased. This can indicate economic growth and prosperity for the City. A decrease could mean the opposite or that the City is reaching an appropriate equilibrium for providing adequate services at a reasonable price.

Negative and Critical Trend Example

Critical Indicator – Trend of declining revenue per capita over a multi-year period

Negative Indicator – A decrease in revenue per capita (if not reaching equilibrium)

Current City Trend



The graph indicates increases in sales and use tax and energy tax. However, it also indicates a decrease in franchise and property tax per capita. This is a critical indicator. If the trend continues, it will indicate that property tax revenue growth does not keep up with population growth, which is most likely due to receiving property a year after a new resident moves to a new home. The decrease in franchise tax is most likely due to either a reduction in the price of electricity for the residents or a decrease of electricity used on average by residents. The decrease could be a result of increased solar panel proliferation on rooftops and/or smaller homes requiring less power. The City will continue to monitor the graph to see if the downward trend continues.

Percent of Total Expenditures Not Covered by Taxes

Description

This indicator takes the total tax revenues, subtracts them from total General Fund expenditures, and divides that number by the General fund expenditures. This results in the percentage of General Fund expenditures not covered by tax revenue.

Why is it important?

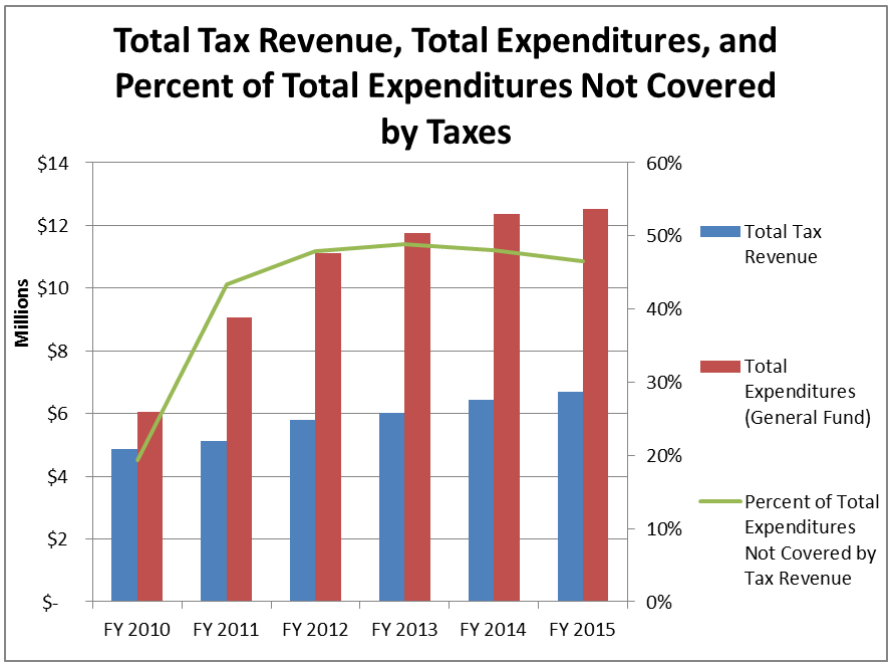
Taxes are ongoing revenues, unlike building permits or impact fees that are considered one-time revenues. As such, a fiscally sound municipality will cover most of its expenses with ongoing revenues and remove dependence on any one-time, unguaranteed revenues. Most one-time revenues are related to new growth. If growth slows or stops completely, the City will lose the majority of its one-time revenues and must rely on ongoing revenues. Consequently, a City may be forced to drastically reduce its expenditures or increase its taxes quickly in order to stave off bankruptcy.

Negative and Critical Trend Example

Critical Indicator – Increasing percentage of expenditures not covered by taxes over a multi-year period

Negative Indicator – Significant increase in percentage of expenditures not covered by taxes

Current City Trend



Note: The City has sufficient overall revenue to cover all expenses

This graph indicates a quick rise in the percentage of General Fund expenditures not covered by taxes, though in recent years that percentage has declined slightly. The City may need to evaluate current revenues for sustainability and future growth. The City will continue to monitor this graph for any changes.

Property Tax Collection Rates and Delinquent Property Tax

Description

This indicator shows the percentage and real dollar amount of property tax collected for the City that was owed.

Why is it important?

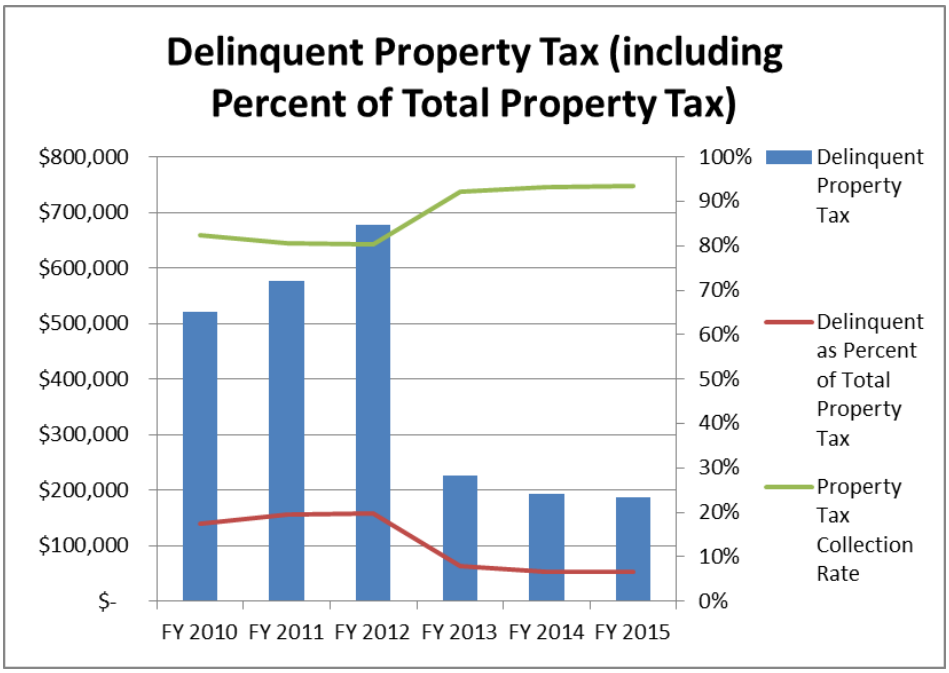
Property tax is one of the only revenue streams for local government. When residents default on paying property taxes, the City's revenue stream decreases and the services provided to the residents have fewer resources to maintain the same level of service.

Negative and Critical Trend Example

Critical Indicator – Trend of decreasing property tax collection rates over a multi-year period

Negative Indicator – A decrease in property tax collection rate

Current City Trend



The graph indicates an overall decrease in the delinquent property tax and as a percent of the total property tax collected. The property tax collection rate is increasing. As such, there are no critical or negative indicators. The City will continue to monitor the data for any changes.

Intergovernmental Revenues as Percent of General Revenues

Description

This indicator is total revenues received from other government entities (local, state, or federal) divided by total revenues received by the City.

Why is it important?

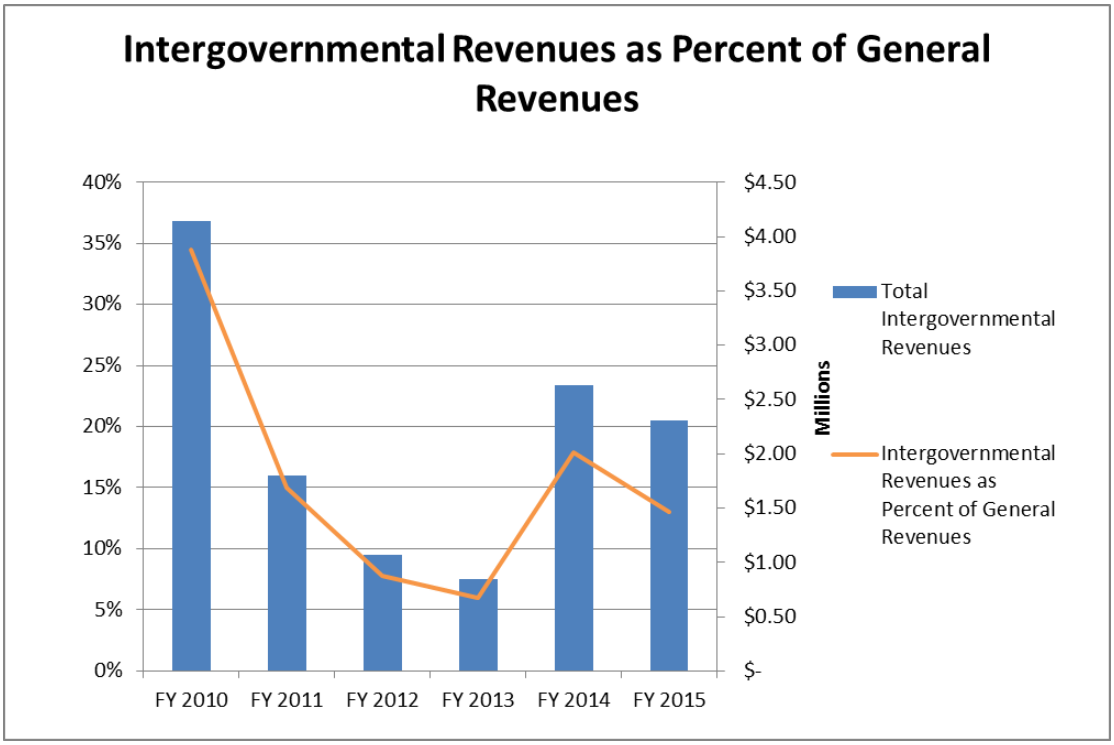
Intergovernmental funds provide added resources for municipalities to provide additional or improved services. However, if intergovernmental revenues are too high, the City would be in an increasingly unstable situation. Intergovernmental revenues cannot be guaranteed in perpetuity and sometimes have strict requirements with which the City may not be able to comply, jeopardizing the availability of those funds. When the City relies on these revenues for general operations, those basic services may be unavailable for the residents if intergovernmental revenues are reduced or even stopped.

Negative and Critical Trend Example

Critical Indicator – Trend of increasing intergovernmental revenues as percent of general revenues

Negative Indicator – An increase in intergovernmental revenues as percent of general revenues

Current City Trend



The graph indicates an increase in the percent of general revenues that are intergovernmental. This is a negative indicator. The City will continue to monitor the graph for any change in the indicators.

Expenditures per Capita (By Department) and as Percent of Total Expenditures (General Fund)

Description

This indicator is total expenditures per department divided by the total resident population and total expenditures per department divided by the total expenditures in the General Fund (10).

Why is it important?

Government services should grow in proportion to the needs of those services. One of the indicators of increased needs is an increase in population. If the services provided are tightly linked to population growth, this shows that expenditures are growing at an appropriate rate.

APPENDIX B: FINANCIAL HEALTH INDICATORS

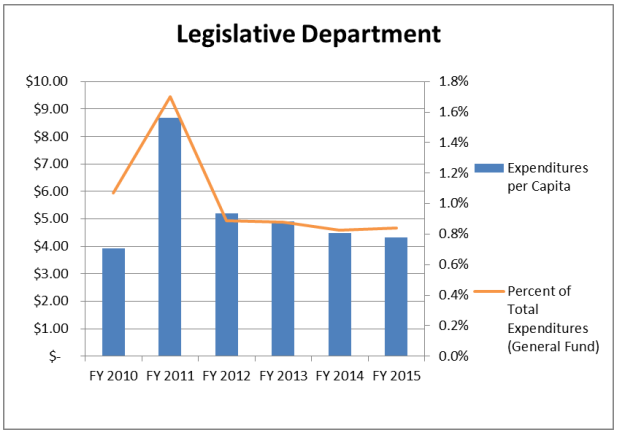
If the services provided are increasing faster than the needs of the population, the City should evaluate the increase in expenditures and if the trend is due to another indicator of increased need (e.g., crime rate, government mandate).

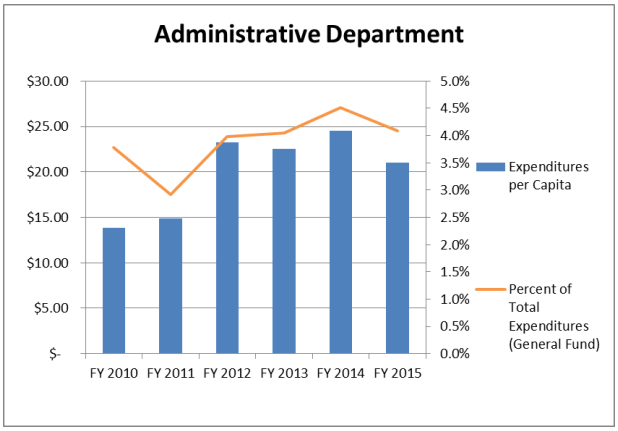
Negative and Critical Trend Example

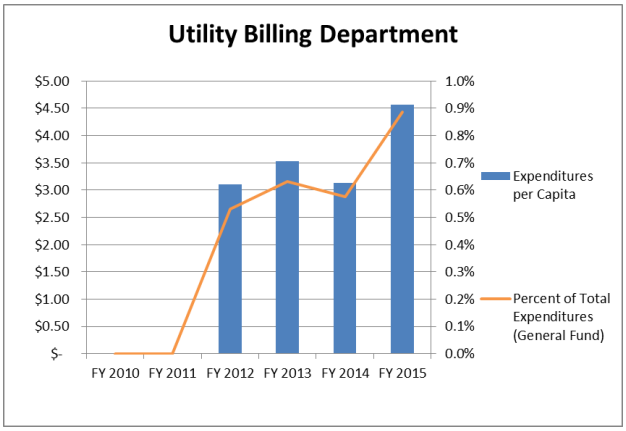
Critical Indicator – A trend of increasing expenditures per capita in one department over a multi-year period

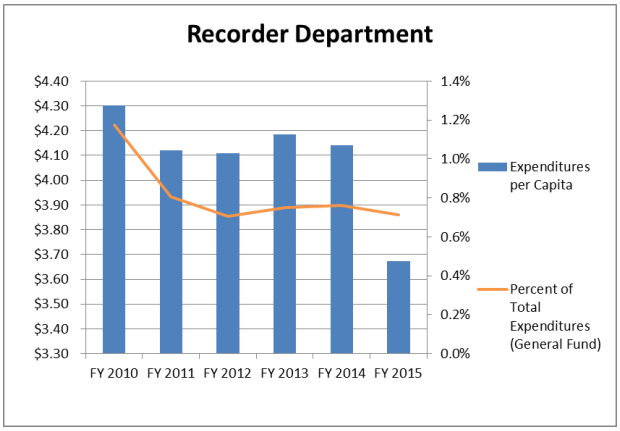
Negative Indicator – An increase in expenditures per capita in one department

Current City Trend

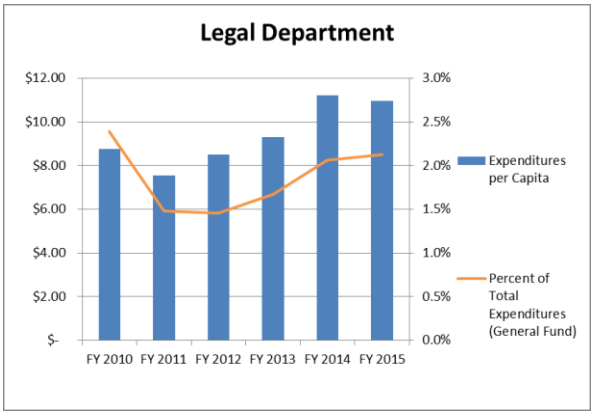


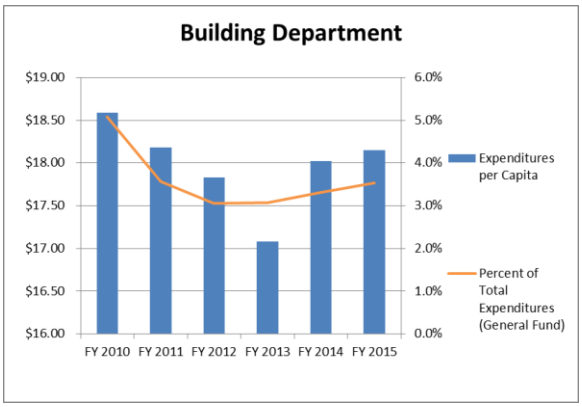


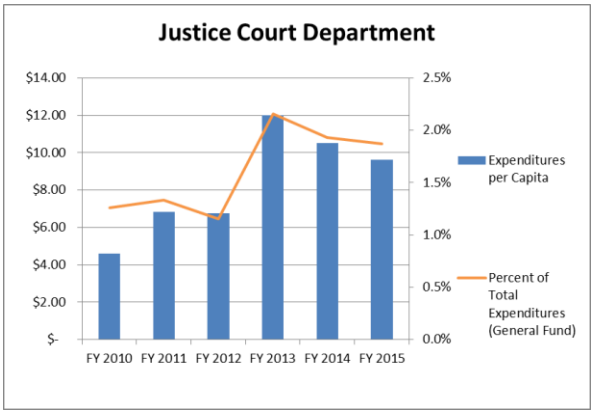


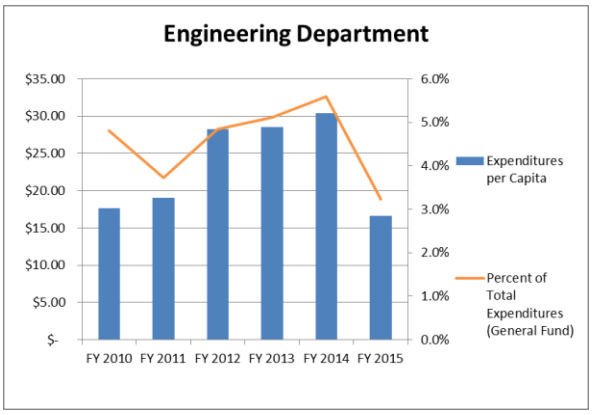


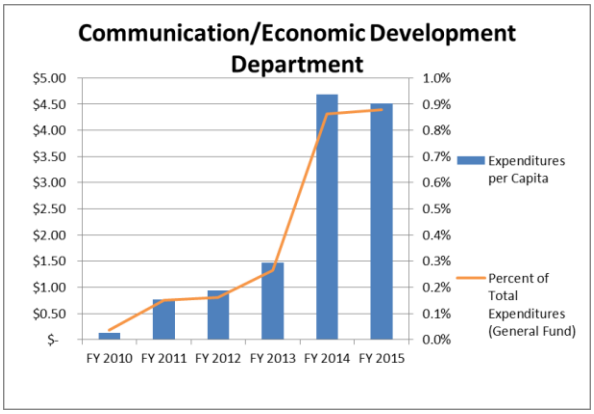
APPENDIX B: FINANCIAL HEALTH INDICATORS

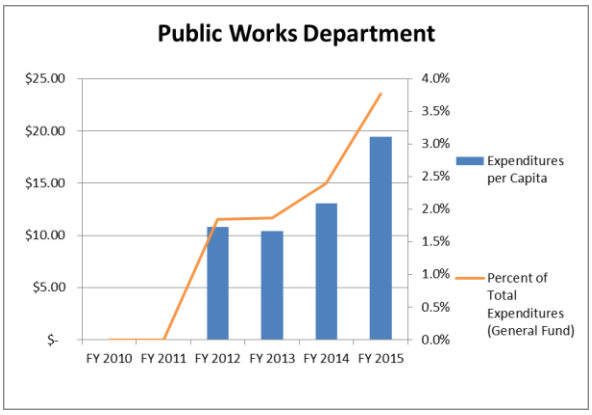


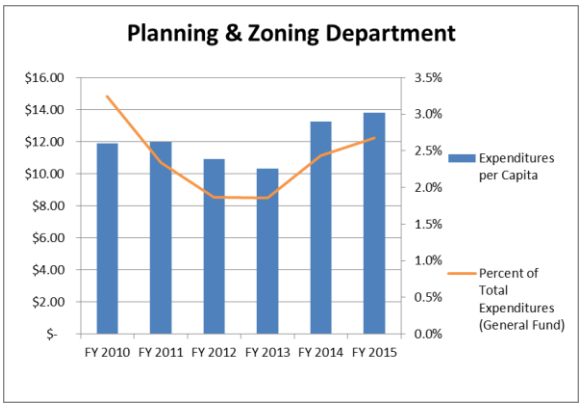


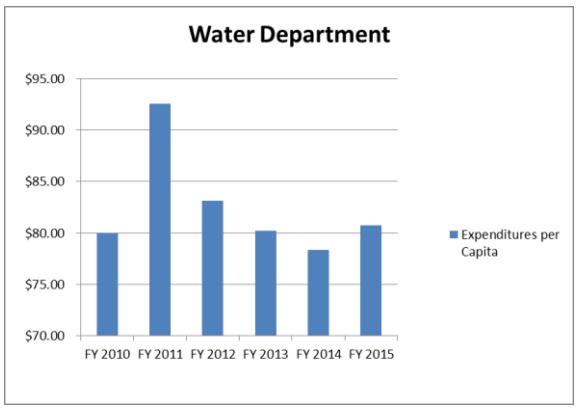




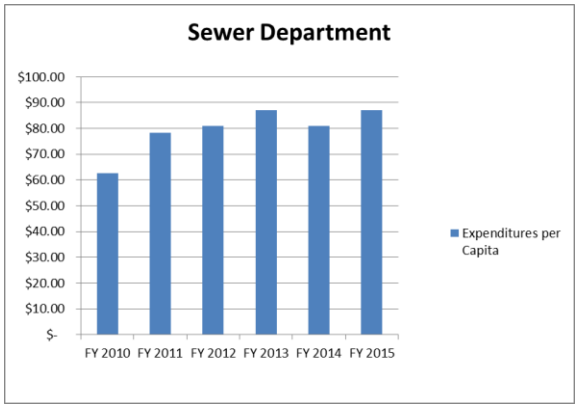


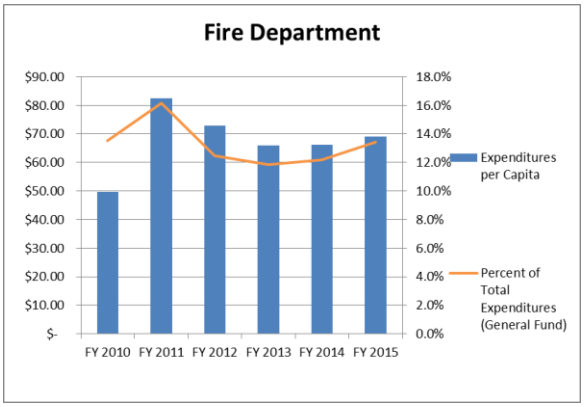


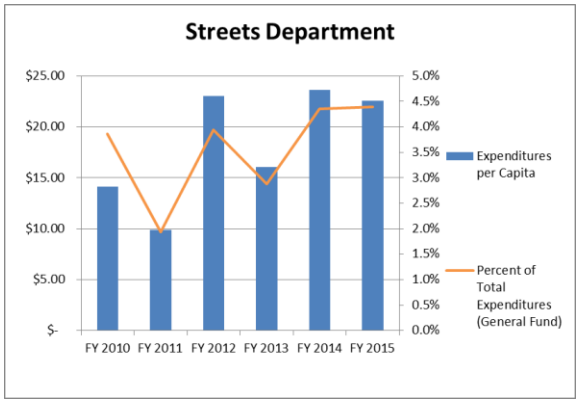


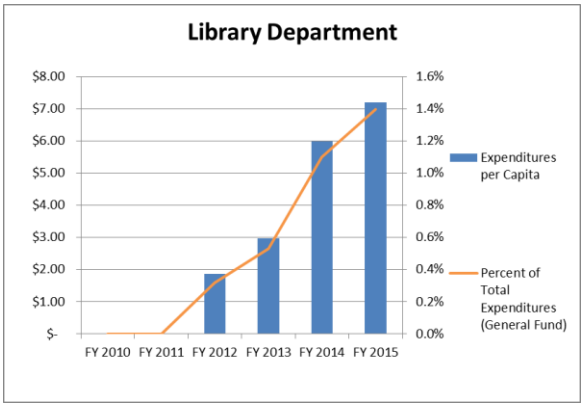


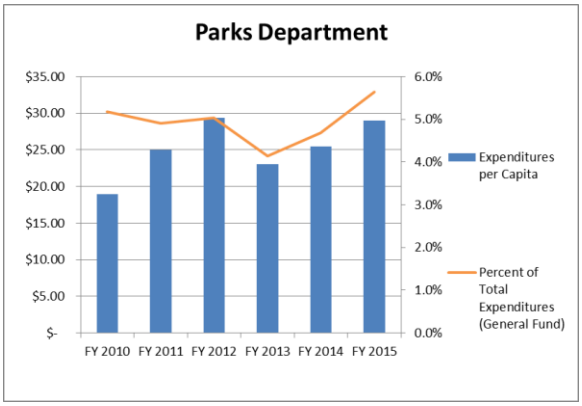
APPENDIX B: FINANCIAL HEALTH INDICATORS

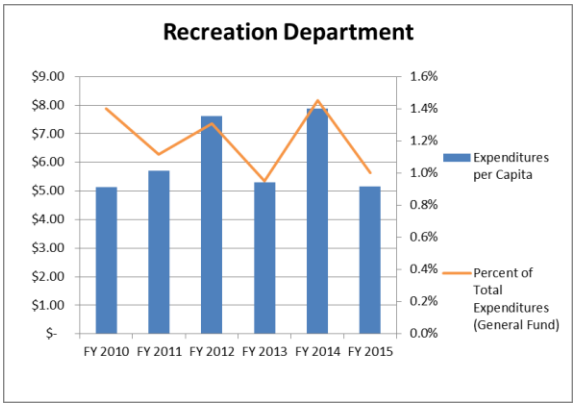


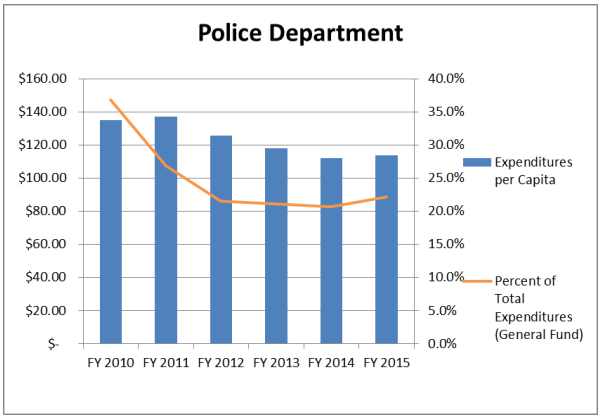


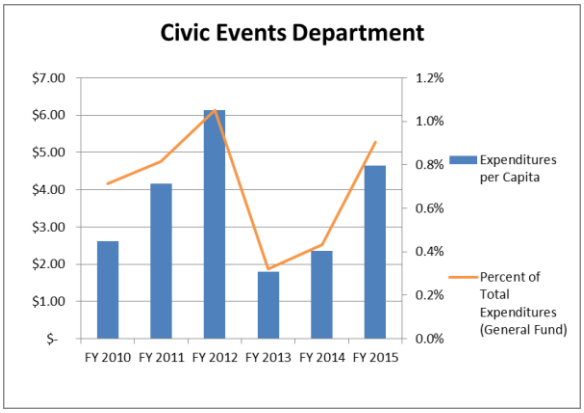












The graphs indicate that some departments are increasing in expenditures per capita and the percent of total expenditures while others are decreasing. Some other departments appear to be leveling off. Several departments, including Utility Billing, Communications/Economic Development, Public Works, Planning & Zoning, Building, Parks, Library, Police, Fire, and Civic Events have a negative indicator of increasing expenditures per capita and percent of total expenditures. However, some of these departments are new or were transitioned from a part-time staff to full-time staff. The City will continue to monitor these graphs to see if these departments showing a negative indicator will reach equilibrium. The City will continue to monitor the charts for any changes.

Debt Service Expenditures to Total Revenues

Description

This indicator is total debt service expenditures divided by total revenues (for all governmental funds). This indicator identifies the percentage of the budget used/needed for repayment of debt.

Why is it important?

Higher debt service expenditures to total revenues is unfavorable since the entity spends more of its current budget on debt repayment. An increasing trend of debt service expenditures to total revenues may mean the percentage of budget dedicated to debt payments is increasing; and therefore, less revenue will be available for asset repair/replacement or meeting current service demands.

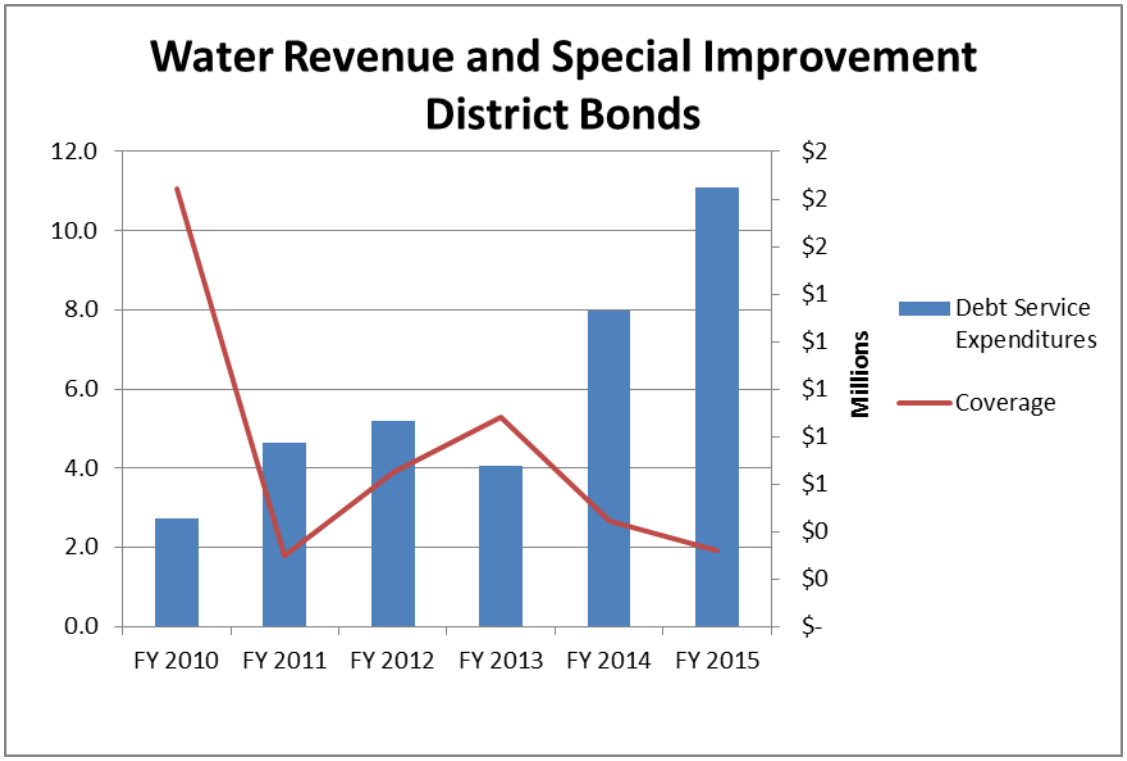
Negative and Critical Trend Example

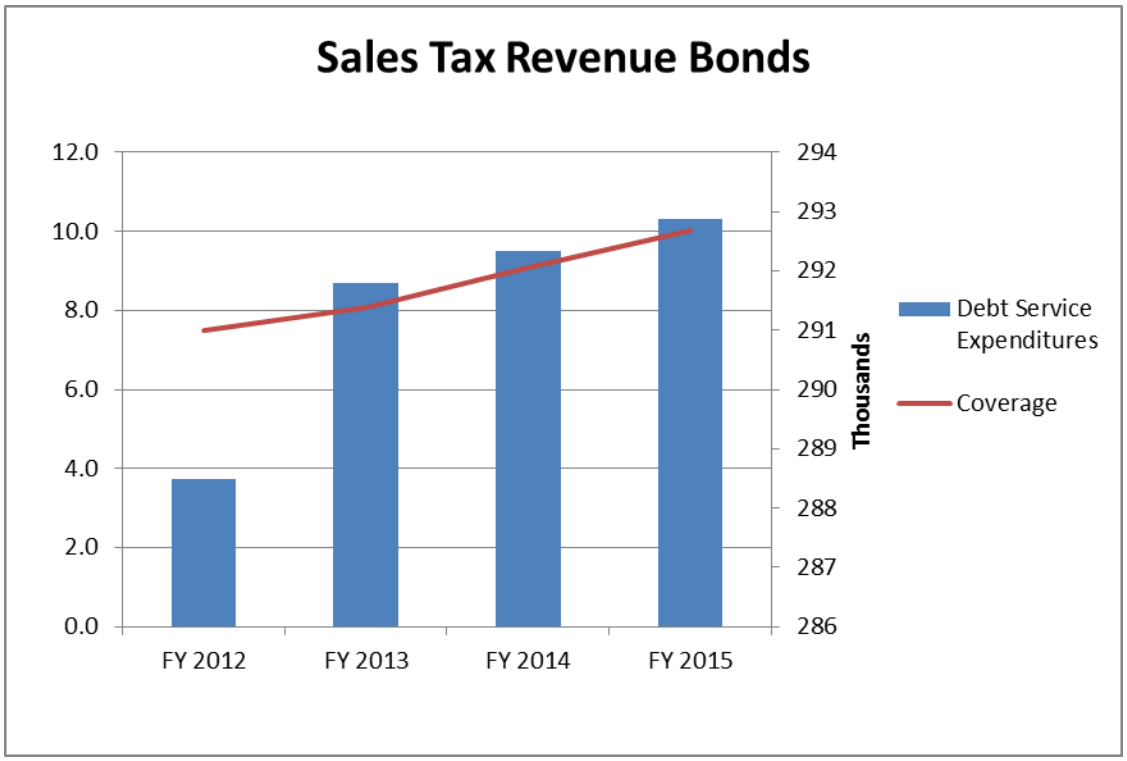
Critical Indicator – Percentage above 10%

Negative Indicator – Percentage near 10%

Current City Trend

APPENDIX B: FINANCIAL HEALTH INDICATORS





As indicated by the graphs, coverage of debt service expenditures is increasing. There are no negative or critical indicators. The City will continue to monitor these graphs for any changes.

APPENDIX C: APPROVED PAY RANGES

Approved Hourly Pay Ranges				
Department	Position	Minimum	Midpoint	Maximum
ADMINISTRATION	ACCOUNTS PAYABLE/BUYER/RISK SPECIALIST	$19.54	$23.94	$28.34
ADMINISTRATION	ASSISTANT CITY MANAGER	$40.08	$49.10	$58.12
ADMINISTRATION	CITY MANAGER	$45.49	$55.72	$65.96
ADMINISTRATION	FINANCE MANAGER	$37.07	$45.41	$53.75
ADMINISTRATION	HUMAN RESOURCE SPECIALIST	$24.34	$29.81	$35.29
ADMINISTRATION	MANAGEMENT ANALYST	$19.09	$23.38	$27.68
ADMINISTRATION	PAYROLL CLERK	$16.89	$20.69	$24.49
ATTORNEY	ASSITANT CITY ATTORNEY/CITY PROSECUTOR	$25.40	$31.11	$36.83
ATTORNEY	CITY ATTORNEY	$42.92	$52.57	$62.23
ATTORNEY	LAW CLERK	$16.99	$20.81	$24.63
ATTORNEY	LEGAL INTERN	$13.40	$16.42	$19.43
ATTORNEY	LEGAL SECRETARY	$15.47	$18.95	$22.43
BUILDING	BUILDING INSPECTOR I	$18.25	$22.35	$26.46
BUILDING	BUILDING INSPECTOR II	$20.39	$24.97	$29.56
BUILDING	BUILDING INSPECTOR III	$21.66	$26.53	$31.40
BUILDING	BUILDING OFFICIAL	$27.94	$34.22	$40.51
BUILDING	BUILDING PERMIT TECHNICIAN	$14.41	$17.65	$20.90
BUILDING	PLANS EXAMINER	$21.93	$26.86	$31.80
COMMUNICATIONS	ASSISTANT CIVIC EVENTS COORDINATOR	$14.26	$17.47	$20.68
COMMUNICATIONS	CIVIC EVENTS COORDINATOR	$19.10	$23.40	$27.70
COMMUNICATIONS	COMMUNITIES THAT CARE COODINATOR	$18.00	$18.00	$18.00
COMMUNICATIONS	ECONOMIC DEVELOPMENT/PUBLIC RELATIONS MANAGER	$31.14	$38.15	$45.15
COURT	COURT CLERK	$13.31	$16.31	$19.30
COURT	LEAD COURT CLERK	$16.75	$20.52	$24.29
ENGINEERING	CITY ENGINEER	$39.01	$47.79	$56.57
ENGINEERING	ENGINEER I	$21.17	$25.93	$30.69
ENGINEERING	ENGINEER II	$24.66	$30.21	$35.75

APPENDIX C: APPROVED PAY RANGES

ENGINEERING	GIS ADMINISTRATOR	$24.33	$29.80	$35.28
ENGINEERING	GPS TECHNICIAN	$19.36	$23.71	$28.07
FIRE	ADMINISTRATIVE ASSISTANT (FIRE)	$13.29	$16.28	$19.27
FIRE	FIRE CAPTAIN/PARAMEDIC	$20.65	$25.29	$29.94
FIRE	FIRE CHIEF	$39.03	$47.81	$56.60
FIRE	FIREFIGHTER/AEMT	$11.31	$12.73	$14.14
FIRE	FIREFIGHTER/PARAMEDIC - PART TIME	$13.50	$15.75	$18.00
FIRE	FIREFIGHTER/PARAMEDIC - FULL TIME	$16.42	$20.11	$23.80
LIBRARY	LIBRARY CLERK	$12.25	$15.01	$17.77
LIBRARY	LIBRARY DIRECTOR	$28.27	$34.63	$40.99
PLANNING	ADMINISTRATIVE ASSISTANT (PLANNING)	$13.94	$17.08	$20.22
PLANNING	PLANNER I	$18.24	$22.34	$26.44
PLANNING	PLANNING DIRECTOR	$34.36	$42.09	$49.82
PLANNING	SENIOR PLANNER	$22.72	$27.83	$32.94
POLICE	BAILIFF	$17.00	$17.00	$17.00
POLICE	CODE ENFORCEMENT/ANIMAL CONTROL	$16.39	$20.08	$23.76
POLICE	CORPORAL	$21.06	$25.80	$30.54
POLICE	CROSSING GUARD	$9.09	$9.09	$9.09
POLICE	CROSSING GUARD SUPERVISOR	$14.41	$17.65	$20.89
POLICE	NEIGBORHOOD WATCH/VOLUNTEER COORDINATOR	$13.31	$16.30	$19.30
POLICE	POLICE CHIEF	$40.46	$49.57	$58.67
POLICE	POLICE OFFICER I	$17.91	$21.94	$25.97
POLICE	POLICE OFFICER II	$19.09	$23.39	$27.68
POLICE	POLICE OFFICER III	$20.66	$25.30	$29.95
POLICE	RECORDS CLERK I	$13.50	$16.54	$19.57
POLICE	RECORDS CLERK SUPERVISOR/OFFICE MANAGER	$18.27	$22.38	$26.50
POLICE	RESERVE OFFICER	$17.00	$17.00	$17.00
POLICE	SERGEANT	$24.36	$29.84	$35.32
POLICE	VICTIM ADVOCATE	$15.08	$18.48	$21.87
PUBLIC WORKS	ADMINISTRATIVE ASSISTANT	$15.42	$18.89	$22.36

APPENDIX C: APPROVED PAY RANGES

	(PW)			
PUBLIC WORKS	ASSISTANT PUBLIC WORKS DIRECTOR	$26.84	$32.87	$38.91
PUBLIC WORKS	FACILITIES ELECTRICIAN	$22.10	$27.07	$32.04
PUBLIC WORKS	LABORER/SEASONAL	$10.00		$11.00
PUBLIC WORKS	PARKS SUPERINTENDENT	$24.69	$30.24	$35.79
PUBLIC WORKS	PUBLIC IMPROVEMENTS INSPECTOR	$19.89	$24.36	$28.84
PUBLIC WORKS	PUBLIC IMPROVEMENTS LEAD INSPECTOR	$23.55	$28.85	$34.14
PUBLIC WORKS	STORM DRAIN INSPECTION COORDINATOR	$18.74	$22.95	$27.17
PUBLIC WORKS	MAINENANCE SUPERVISOR	$19.12	$23.42	$27.72
PUBLIC WORKS	MAINTENANCE WORKER I	$14.46	$17.72	$20.97
PUBLIC WORKS	MAINTENANCE WORKER II	$15.66	$19.18	$22.70
PUBLIC WORKS	MAINTENANCE WORKER III	$17.19	$21.06	$24.92
PUBLIC WORKS	MAINTENANCE WORKER IV	$18.86	$23.10	$27.34
RECORDER	CITY RECORDER	$25.80	$31.61	$37.41
RECORDER	DEPUTY CITY RECORDER	$16.93	$20.74	$24.55
RECREATION	RECREATION COORDINATOR	$16.97	$20.79	$24.60
RECREATION	RECREATION DIRECTOR	$25.89	$31.72	$37.54
RECREATION	SITE SUPERVISOR	$12.50	$12.50	$12.50
RECREATION	SPORTS OFFICIAL	$10.00	$10.00	$10.00
TREASURER	CITY TREASURER	$22.57	$27.64	$32.72
UTILITY BILLING	RECEPTIONIST/UTILITY BILLING CLERK	$13.54	$16.59	$19.64
UTILITY BILLING	UTILITY BILLING SUPERVISOR	$19.26	$23.59	$27.93

Elected or Appointed Positions

Official	Pay
Mayor	$1,648/month
City Council	$976/month
Judge	$2,033.54/month
Planning Commissioner	$50.00/meeting

APPENDIX D: BUDGET AMENDMENTS

G/L Account	Department	Description	Current FY 2016 Budget	New Budget Amount	Increase (Decrease)	Notes
General Fund						
Expenditures						
10-4610-400	Library Services	Books	17,000	18,371	1,371	Library Donation from Friends of Library for books
10-4180-110	Planning	Salaries and Wages	247,511	339,933	92,422	2 Planner I's
10-4180-130	Planning	Employee Benefits	98,318	149,512	51,194	2 Planner I's
10-4180-110	Planning	Salaries and Wages	339,933	272,042	(67,891)	Removal of Senior Planner
10-4180-130	Planning	Employee Benefits	149,512	118,252	(31,260)	Removal of Senior Planner
New Account	Civic Events	Guiding Good Choices	-	12,237	12,237	Guiding Good Choices Interlocal Agreement (county 100% reimbursed)
10-4570-110	Civic Events - CTC	Salaries and Wages	41,733	44,520	2,787	CTC Wage increase per Interlocal Agreement (county 100% reimbursed)
10-4570-130	Civic Events - CTC	Employee Benefits	1,972	2,185	213	CTC Wage increase per Interlocal Agreement (county 100% reimbursed)
10-4570-560	Civic Events - CTC	Communities that Care	7,000	10,000	3,000	Capacity Building Communities that Care (county 100% reimbursed)
Storm Drain Enterprise Fund						
Expenditures						
54-5400-682	Capital Project Expenditures	MS4 Permitting	-	15,444	15,444	Amount to be rolled over from previous year - ongoing project
					79,517	

APPENDIX D: BUDGET AMENDMENTS

General Fund						
Expenditures						
10-4610-400	Library Services	Library Grant Expenditures	-	25,610	25,610	Library Grant - State of Utah
10-4610-210	Library Services	Computers and Maintenance	8,500	53,500	45,000	Library Grant - State of Utah
10-4610-400	Library Services	Books	17,000	22,000	5,000	Library Grant - State of Utah
10-4260-500	Grant Expenditures	Fire Department Grants	52,000	195,708	143,708	Assistance to Firefighters Grant - Wildland Equipment 10% match
10-4210-132	Police Department	Salaries - Part Time	197,865	207,865	10,000	Crossing Guard - Sage Hills Elementary
					229,318	
General Fund						
Expenditures						
new	Public Works Department	Electrical Boxes	-	27,835	27,835	Funds collected that need to be budgeted to purchase electrical boxes
new	Police	Unclaimed property expenses	-	1,655	1,655	funds collected from evidence released to be used by department
10-4410-110	Engineering	Salary & Wages	245,518	278,031	32,513	Engineer II budgeted for half the fiscal year
10-4410-130	Engineering	Employee Benefits	116,128	131,384	15,256	Engineer II budgeted for half the fiscal year
10-4610-260	Library	Building Maintenance	1,000	2,250	1,250	Increase cleanings in library due to increased use
10-4220-110	Fire Department	Salary & Wages	953,760	966,054	12,294	Cost for 1/2 yr to convert 3 PT FF to 3 FT FF (does not include equipment, will use what is currently on

						hand) will be for full yr in FY2017
10-4220-130	Fire Department	Employee Benefits	285,735	324,475	38,740	Cost for 1/2 yr to convert 3 PT FF to 3 FT FF (does not include equipment, will use what is currently on hand) will be for full yr in FY2017
Storm Drain Impact Fund				-		
Expenditures					-	
31-4000-647	Capital Projects	400 N East of Redwood	-	1,710	1,710	Part of Riverside Drive Project
31-4000-658	Capital Projects	Sunrise Meadow Outfall	44,539	-	(44,539)	Defund - project completed
Parks Impact Fund					-	
Expenditures					-	
32-4000-686	Capital Projects	Shoreline Wetland Study	69	-	(69)	Defund - project completed
32-4000-687	Capital Projects	Neptune Park Phase III	59,385	51,979	(7,406)	Defund - project completed
32-4000-688	Capital Projects	Sunset Haven Detention Basin	37,024	16,721	(20,303)	Defund - project completed
32-4000-691	Capital Projects	Harvest Hills Regional Park	-	11,305	11,305	Project completed, not budgeted
32-4000-692	Capital Projects	HH Plat A Native Park	-	426	426	Project completed, not budgeted
Roads Impact Fund					-	
Expenditures					-	
33-4000-749	Capital Projects	Pioneer Crossing Extention Betterments	-	29,370	29,370	Project complete, not budgeted
General Capital Fund						
					-	
Expenditures					-	

35-4000-660	Capital Projects	Benches 8 Park (Regal Park)	574,649	594,913	20,264	Municipal Recreation Grant Program partial grant
35-4000-650	Capital Projects	Fire Costs from State	51,280	44,282	(6,998)	State Costs were offset by monies owed to the City
35-4000-710	Capital Projects	Federal Grant Expenditures	537,252	36,972	(500,280)	Federal Project came in under budget
35-4000-755	Capital Projects	5 Year CIP	315,656	1,572,934	1,257,278	Increase for future projects, other projects defunded and excess fund balance
Sewer Impact Fund					-	
Expenditures						
53-4000-782	Sewer Impact Fund	Phase 2 North Sewer Outfall - The Crossing	-	800,000	800,000	Sewer Impact Project
53-4000-661	Sewer Impact Fund	Inlet Park Outfall Upsize Phase 1	1,538,900	-	(1,538,900)	Bond Project that has been delayed
53-4000-662	Sewer Impact Fund	Inlet Park Outfall Upsize Phase II	1,445,782	-	(1,445,782)	Bond Project that has been delayed
53-4000-663	Sewer Impact Fund	Inlet Park Outfall Phase 2	144,560	-	(144,560)	Bond Project that has been delayed
53-4000-781	Sewer Impact Fund	Inlet Park Lift Station Upgrade	300,000	-	(300,000)	Bond Project that has been delayed
Culinary Water Impact Fund				-		
Expenditures						
56-4000-680	Culinary Water Impact Fund	Crossroads Blvd 18 Inch Water	625,928	61,522	(564,406)	Defund, no longer a priority
56-4000-710	Culinary Water Impact Fund	Culinary Water Capital Projects	2,950	-	(2,950)	Defund, Projects Complete
56-4000-719	Culinary Water Impact Fund	Culinary Waterline 18" in RR	318,327	-	(318,327)	On hold, no longer a priority
56-4000-721	Culinary Water Impact Fund	CUWCD Connection	206,000	-	(206,000)	Defund, complete

					-	
Secondary Water Impact Fund				-		
Expenditures						
57-4000-600	Secondary Water Impact Fund	Secondary Water Master Plans	-	1,027	1,027	Increase cost for Master Plan
57-4000-694	Secondary Water Impact Fund	South Secondary Well	1,636,401	-	(1,636,401)	Defund, On hold
57-4000-793	Secondary Water Impact Fund	Zone 1 N Source and Storage	2,886,000	-	(2,886,000)	Defund, On hold
57-4000-794	Secondary Water Impact Fund	Zone 1 N Transmission Line	1,481,000	-	(1,481,000) 1,500,000	Defund, On hold
new	Secondary Water Impact Fund	North Zone 2 Canal Turnout and Booster	-	1,500,000		2014 Water Bond Proceeds
new	Secondary Water Impact Fund	South Zone 2 Resevoir	-	1,650,000	1,650,000	2015 Water Bond Proceeds, Impact Fund balance
					(5,702,999)	
General Fund						
Expenditures						
10-4220-202	Fire Department	Wild Land Expenses	-	105,623	105,623	Expenses offset by Wild Land Revenue of $169K
10-4450-500	Engineering Department	Software	9,050	17,760	8,710	GIS Software
10-4210-110	Police Department	Salaries and Wages	1,313,970	1,361,691	47,721	Police Adjustment
10-4210-130	Police Department	Employee Benefits	834,935	864,012	29,077	Police Adjustment
10-4210-132	Police Department	Salaries - Part Time	207,865	221,125	13,260	Police Adjustment
					204,391	
General Fund						
Revenues						
10-3701-954	Administrative Charges	Admin Charge - Storm Drain	323,164	80,791	242,373	Adjust Admin Charge from Storm Drain until rate study is complete
10-4180-314	Planning Department	Prof & Technical Services	-	25,000	25,000	General Plan update, remainder

						budgeted for in FY2017
10-4170-600	Elections Department	Misc. Expense - Elections	9,600	15,096	5,496	Quote on Contract with County was for only 10 machines
10-4260-500	Grant Expenditures	Fire Department Grants	195,708	243,708	48,000	Grant for EKG Monitor and Auto pulse - offset by $23K in grant revenue
General Capital Projects						
Expenditures						
35-4000-210	Capital Projects	Computer Hardware and Equip	15,136	-	(15,136)	transfer to replacement general ledger line
35-4000-798	Capital Projects	Computer replacement fund	32,583	47,718	15,136	transfer to replacement general ledger line
35-4000-670	Capital Projects	Loch Lomond Crosswalk	18,000	11,095	(6,905)	project complete - defund balance
Debt Service Fund						
Revenues						
40-3701-951	Debt Service Fund	Admin Fee From Water	118,559	121,600	(3,041)	Increase fee from water for 2011 Sales Tax Debt - balance of debt used for secondary water meters
Water Fund						
Expenditures						
51-5105-233	Water Operations	Admin Fee to Debt Service	118,559	121,600	3,041	Increase fee from water for 2011 Sales Tax Debt - balance of debt used for secondary water meters
51-5105-936	Water Operations	Secondary Residential Meters	-	97,316	97,316	Secondary Water Meters - Phase III
Storm Drain						
Expenditures						
54-5400-667	Storm Drain Operations	Harvest Moon Drive	54,480	146,500	92,020	Budget for approved

		1				contract amount
54-5400-910	Storm Drain Operations	Admin Charge - General Fund	323,164	80,791	(242,373)	Adjust Admin Charge from Storm Drain until rate study is complete
Garbage Utility Fund						
Expenditures						
New Code	Garbage Operations	Garbage/Recycle Cans	-	75,000	75,000	Purchase of recycle cans (fund balance)
Culinary Impact Fund						
Expenditures						
56-4000-719	Culinary Impact	Culinary Waterline 18" in RR	-	46,137	46,137	Last Payment of Contract for Project
Secondary Impact Fund						
Expenditures						
57-4000-794	Secondary Impact	Zone 1 North Transmission Line	1,481,000	-	(1,481,000)	Defund - Not a priority
					(1,098,936)	
General Fund						
Revenues						
10-4610-400	Library Services	Book Purchases	23,371	29,371	6,000	State of Utah library grant - Check for amount has been received
10-4560500	Recreation Department	Recreation Program Expenses	4,856	18,011	13,155	Recreation funds for grant
General Capital Projects						
Expenditures						
35-4000-744	General Capital Projects	Road Projects	737,208	912,208	175,000	UDOT Jurisdictional Transfer - Check for amount has been received
Roads Impact Fund						

Expenditures						
new code	Roads Impact	400 W to Aspen Hills Blvd - Design and Const.	-	1,000,000	1,000,000	Roads Impact project
new code	Roads Impact	Foothill Blvd Alignment Study	-	50,000	50,000	Roads Impact project
Water Operations Fund						
Revenues						
51-3716-100	Water Operations	Servicing Installations	157,500	317,500	(160,000)	Estimated Revenue to be received to offset purchase of meters
51-5100-402	Water Operations	Water Meter Expenses	338,985	498,985	160,000	Purchase of water meters
					1,244,155	
General Fund						
Expenditures						
10-4610-400	Library Services	Books	29,371	30,137	766	Donation from Friends of the Library for Battle of the Books
10-4811-935	Transfers	Transfer Out - Capital Projects	334,659	3,334,659	3,000,000	Transfer to Capital Projects excess of 25%
10-4560-500	Recreation	Recreation Program Expenses	18,011	68,011	50,000	Revenue offset for current expenditures
Revenue						
10-3491-100	Charges for Services	Recreation Program Revenues	150,000	210,000	(60,000)	Increase in Recreation revenue due to new programs
Parks Impact Fund						
Expenditures						
32-4000-685	Parks Impact Fund	Park Master Plan Study	16,201	-	(16,201)	Unfund Study - complete
					-	
Roads Impact Fund						
Expenditures						
33-4000-753	Roads Impact	Pony		28,440		UDOT Phase I

	Fund	Express Trail Phase I	-		28,440	Pony Express Trail
33-4000-737	Roads Impact Fund	High School Light	11,451	10,919	(532)	Unfund - project complete
33-4000-706	Roads Impact Fund	Roads Reimbursement	171,000	198,742	27,742	American First Credit Union Reimbursement
Capital Projects Fund						
Revenues						
35-3810-910	Transfers from Other Sources	Transfer In - General Fund	1,000,000	3,000,000	(2,000,000)	Transfer to Capital Projects excess of 25%
Garbage Utility Fund						
Revenues						
55-3710-100	Garbage Operations	Garbage Collection Charges	880,000	962,000	(82,000)	Increase in revenue
Expenditures						
55-4010-300	Garbage Operations	Contract Services - Sanitation	718,352	898,352	180,000	Match Expense to Contract and new growth - revenue offsets
Culinary Water Impact Fund						
Expenditures						
56-4000-831	Culinary Water Impact	Fox Hollow Developer Reimbursement	-	89,441	89,441	Per Fox Hollow Agreement signed February 16th 2016
Secondary Water Impact Fund						
Expenditures						
57-4000-803	Secondary Water Impact Fund	DR Horton Secondary Water Reimbursement	-	316,000	316,000	DR Horton VP1 Secondary Water
57-4000-694	Secondary Water Impact Fund	South Secondary Well	-	111,711	111,711	Project defunded in January before final costs were attributed

APPENDIX D: BUDGET AMENDMENTS

57-4000-804	Secondary Water Impact Fund	Fox Hollow Developer Reimbursement	-	88,005	88,005	Per Fox Hollow Agreement signed February 16th 2016
					1,733,372	

City Council
Staff Report

Fence Variations
Harvest Hills Quad Lots
Tuesday, August 16, 2016
Public Meeting

Report Date:	Tuesday, August 9, 2016
Applicant:	Aaron Crosby (resident at 484 Bountiful Way)
Owners:	Harvest Hills Quad Lot Residents
Location:	Bountiful Way
Major Street Access:	Harvest Hills Boulevard
Parcel Number(s) & Size:	See Harvest Hills Plat I
Land Use Map Designation:	Low Density Residential
Parcel Zoning:	R-3 PUD, Low Density Residential Planned Unit Development
Adjacent Zoning:	R-3 PUD, Low Density Residential Planned Unit Development
Current Use of Parcel:	Developed recorded lots with single family homes
Adjacent Uses:	Single-family lots
Previous Approvals:	Plat I recorded July 23, 2003
Land Use Authority:	City Council
Type of Action:	Administrative
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:
This is a request for variations to fencing requirements in Harvest Hills Plat I which is in a PUD.

Recommendation:
Staff recommends that the City Council conduct a public meeting, take public comment at their discretion, and choose from the options in Section "H" of this report. Options include approval, continuation, or denial.

B. Background: One of the residents in Harvest Hills Plat I has requested fence variations to the fencing requirements because their home is behind another home. The lot layout in this development creates a unique situation where front yards abut back yards. The applicant would like 6' fencing in the front yard and is requesting a variation. The Council may want to approve this for all of the lots in Plat I with this layout.

C. Specific Request: This is a request for variations to the restriction on fence height in the front yard. The applicant would like to install six foot tall fencing in the front yard area because his home is behind another home and creates a situation where there is already six foot fencing in the front yard because this is also a rear property line.

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

D. **Process:** Chapter 19.07 allows the City Council to consider variations within a PUD. This is reviewed further in Section "F" of this report.

E. **Community Review:** Newspaper and mailed notices are not required for this request.

F. **Code Criteria:**

Variations Requested:
The applicant is requesting a variation to Section 19.06.09(1) which states "Fences exceeding three feet in height shall not be erected in any front yard space of any residential lot."

Conditions for Variations:
Section 19.07.07 states Subject to 19.07.06(3), the City Council may, in the process of approving preliminary or final PUD plans, approve variations from applicable development standards in the underlying zone only if it finds that all of the following conditions are met:

1. that the granting of the variation will not adversely affect the rights of adjacent landowners or residents;
2. that the variation desired will not adversely affect the public health, safety, or general welfare; and
3. that the granting of the variation will not be opposed to the general spirit and intent of this Chapter or the Land Use Element of the General Plan."

Overall Staff finding: complies. *The requested variations do not include variations related to uses allowed within the zone. Granting a variation to allow six foot tall fences in the front yard will not adversely affect the rights of adjacent landowners because this will allow them to fence their rear yards. The variations will not adversely affect the public health, safety, or general welfare because this will only apply to the lots that are fronting the back of another lot. The granting of the variation will not be opposed to the general spirit and intent of this Chapter or the Land use Element of the General Plan because the PUD section allows for variations to be considered and this request will allow more yard area to be fenced in a development that has a unique lot layout.*

Criteria for Variations:
Section 19.07.06(3) outlines the criteria for approval of variations as reviewed below.

1. In a vested PUD Overlay Zone, variations from the development standards of the underlying zone may be permitted by the City Council provided the variations meet the requirements of this Chapter and are specifically adopted by the City Council as part of the approved PUD plans. Variations, however, shall not include changes in the uses allowed by the zone with which the PUD has been combined.

   Staff finding: can comply. *The requested variations are not use variations. The City Council is the approval authority for the requested variations.*

2. The City Council may, in the process of approving preliminary or final PUD plans, approve variations from the minimum standards of the underlying zone, including minimum densities, lot sizes, setbacks, and open space requirements where there is sufficient evidence that the variations will not adversely affect neighboring property and where the standards of this Chapter are met.

   Staff finding: complies. *The request for six foot tall fencing in front yards for those lots that face a back yard does not adversely affect neighboring property as it allows abutting side yards to be landscaped.*

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3. Variations to the underlying zone requirements may not be greater than 25% except for density bonuses, which are established in each zone under Chapter 19.04. For instance, a required 20 foot front setback may not be reduced to less than 15 feet.

   Staff finding: does not apply. *The fencing requirement is in Chapter 19.06. The underlying zone requirements are in Chapter 19.04.*

G. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed request for a variation to front yard fencing height limits and select from the options below.

Recommended Motion:

"I move that the City Council approve the variations to front yard fencing in Harvest Hills Plat I, based on the findings and conditions listed below:

Findings:

1. The proposed variation is meets or can conditionally meet all the relevant requirements in the Land Development Code as explained in the findings in Section "G" of this report, which findings are incorporated herein by this reference.

Conditions:

1. Six foot tall fencing is allowed in the front yard area of lots 1540-1549 in Harvest Hills Plat I.
2. Any other conditions as articulated by the City Council: _____
   _____.

Alternative Motions:

Alternative 1 - Continuance

The City Council may also choose to continue the item. "I move to **continue** the request for a variation to another meeting on [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____

Alternative 2 – Denial

The City Council may also choose to deny the request. "I move to deny the request for variations to the front yard fencing with the Findings below:

1. The variation is not consistent with Section [_____] of the Code, as articulated by the City Council: _____.

H. Exhibits:

A. Aerial Image
B. Recorded Plat

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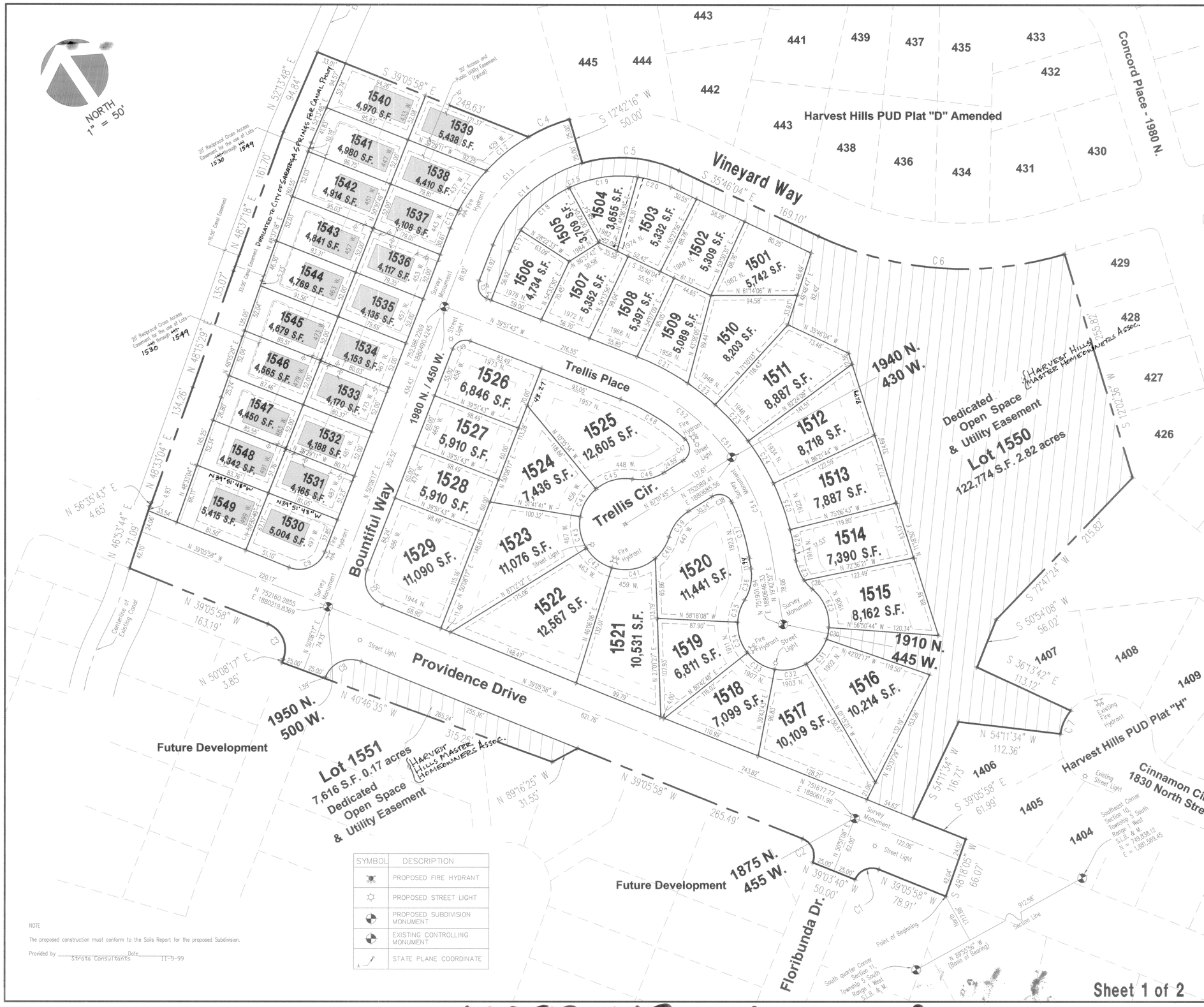
AERIAL OF QUAD LOTS



SYMBOL	DESCRIPTION
	PROPOSED FIRE HYDRANT
	PROPOSED STREET LIGHT
	PROPOSED SUBDIVISION MONUMENT
	EXISTING CONTROLLING MONUMENT
	STATE PLANE COORDINATE

NOTE

The proposed construction must conform to the Soils Report for the proposed Subdivision.

Provided by Strata Consultants Date 11-9-99

SURVEYOR'S CERTIFICATE

I, Roger D.Dudley, do hereby certify that I am a registered Land Surveyor, and that I hold certificate No. 147089 as prescribed under the Laws of the State of Utah. I further certify by authority of the owners, I have made a Survey of the tract of land shown on this Plat and described below, and have subdivided said tract of land into lots, blocks, streets, and easements and the same has been correctly surveyed and staked on the ground as shown on this plat and that this plat is true and correct.

BOUNDARY DESCRIPTION

COMMENCING N 89°55'56" W along the Section Line 912.58 Feet and North 1717.88 Feet From the Southeast corner of Section 10

TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

BEARING	DISTANCE	REMARKS
N 39°05'58" W	78.91'	
Arc Length	31.43'	chord bears N 84°07'25" W 28.30', Radius 20.00'
N 39°03'40" W	50.00'	
Arc Length	31.40'	chord bears N 05°52'35" E 28.27', Radius 20.00'
N 39°05'58" W	265.49'	
N 89°16'25" W	31.55'	
N 40°46'35" W	315.25'	
N 50°08'17" E	3.85'	
Arc Length	46.72'	chord bears N 05°31'09" E 42.14', Radius 30.00'
N 39°05'58" W	163.19'	
N 46°53'44" E	71.09'	
N 56°35'43" E	4.65'	along the centerline of an existing canal
N 48°33'04" E	134.26'	along the centerline of an existing canal
N 48°15'29" E	135.07'	along the centerline of an existing canal
N 48°37'18" E	161.70'	along the centerline of an existing canal
N 52°12'48" E	94.84'	along the centerline of an existing canal
S 39°05'58" E	248.63'	
Arc Length	49.27'	chord bears S 84°21'10" E 49.14', Radius 200.00'
S 12°42'16" W	50.00'	
Arc Length	108.72'	chord bears S 56°31'54" E 106.36', Radius 150.00'
S 35°46'04" E	169.10'	
Arc Length	276.13'	chord bears S 56°51'44" E 269.93', Radius 375.00'
S 12°02'36" W	255.82'	
S 72°47'24" W	215.82'	
S 50°54'08" W	56.02'	
S 36°13'42" E	113.12'	
Arc Length	28.42'	chord bears S 52°40'23" W 28.05', Radius 50.83
N 54°11'34" W	112.36'	
S 54°11'34" W	116.73'	
S 39°05'58" E	61.99'	
S 48°18'05" W	66.07'	to the point of beginning.
		Area 602,879 S.F. 13.84 acres
		Total Number of Lots = 51

BASIS OF BEARING = N 89°55'56" E along the Section Line

MAY 30, 2003
DATE

SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

Know all men by these presents that we, all of the undersigned owners of all of the property described in the Surveyor's Certificate hereon and shown on this map and subject to any conditions and restrictions stated hereon, have caused this map, and subject to any conditions and restrictions stated hereon, have caused the same to be subdivided in lots, blocks, streets, and easements and do hereby dedicate the streets and other public areas as indicated hereon.

In witness hereof we have hereunto set our hands this 30 day of MAY A.D. 2003

WINDSOR DEVELOPMENT, LLC BY: PAUL S. JOHNSON - MANAGER

OWNER'S DEDICATION ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

The foregoing Owners Dedication was acknowledged before me this 30 day of MAY 2003, by PAUL S. JOHNSON as MANAGER of WINDSOR DEVELOPMENT, LLC the owner of the property covered by this Plat.

My Commission expires 2/4/2004 Notary Public
Residing at OREM, UTAH

ACCEPTANCE OF LEGISLATIVE BODY

The Mayor of the City of Saratoga Springs, County of Utah, approves this Subdivision and hereby accepts the dedication of all streets, easements, and other Parcels of land intended for public purposes for the perpetual use of the public this 15th day of July A.D. 03

Mayor

Attest City Recorder
(See Seal Below)

SARATOGA SPRINGS ATTORNEY

Approved this 15th day of July A.D. 2003

City Attorney

SARATOGA SPRINGS ENGINEER APPROVAL

Approved this 15th day of July A.D. 2003 by the City of Saratoga Springs Civil Engineer.

City of Saratoga Springs Civil Engineer.

FIRE CHIEF

Approved subject to the following conditions: N/A

Saratoga Springs Fire Chief

PLANNING COMMISSION APPROVAL

Approved this 3rd day of JUN A.D. 2003 by the City of Saratoga Springs Planning Commission.

Chairman, Planning Commission

ENT 113045:2003 Bk 1 1404
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jul 23 8:42 am FEE 111.00 BY SBS
RECORDED FOR SARATOGA SPRINGS CITY

PLAT "I"

HARVEST HILLS

PLANNED UNIT DEVELOPMENT PLAT "I"

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

SUBDIVISION

SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

REGISTERED LAND SURVEYOR No. 147089 Roger D. Dudley STATE OF UTAH

NOTARY PUBLIC SEAL: ROGER D. DUDLEY 350 East 1200 South OREM, UTAH 84058 COMM. EXP. 2-4-2004

CITY COUNTY ENGINEER SEAL: LICENSED PROFESSIONAL ENGINEER No. 323853 JUSTIN D. JONES STATE OF UTAH

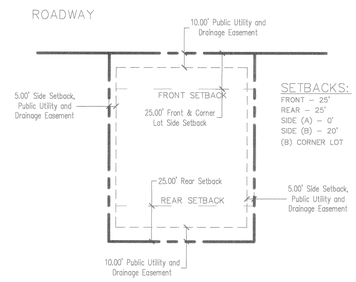
CLERK-RECORDER SEAL: CITY OF SARATOGA SPRINGS CORPORATE SEAL STATE OF UTAH

SEC. 10, T5S, R1W, SLB&M TU-039 JT

Sheet 1 of 2

10089-113 sheet 1 of 2

CURVE TABLE						
CURVE	RADIUS	CURVE	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.43'	20.02'	28.30'	N 84°07'25" W	90°02'53"
C2	20.00'	31.40'	19.98'	28.27'	N 05°52'35" E	89°57'07"
C3	30.00'	46.72'	29.60'	42.14'	N 05°31'09" E	89°14'15"
C4	200.00'	49.27'	24.76'	49.14'	N 84°21'10" W	14°06'52"
C5	150.00'	108.72'	56.87'	106.36'	N 56°31'54" W	41°31'40"
C6	375.00'	276.13'	144.66'	269.93'	S 56°51'44" E	42°11'20"
C7	30.83'	28.42'	14.59'	28.05'	S 52°40'23" W	32°02'09"
C8	30.00'	47.52'	30.40'	42.71'	N 84°28'51" W	90°45'45"
C9	30.00'	47.52'	30.40'	42.71'	S 84°28'51" E	90°45'45"
C10	200.00'	21.43'	10.72'	21.42'	S 53°12'27" W	6°08'20"
C11	200.00'	53.63'	26.97'	53.47'	S 63°57'30" W	15°21'46"
C12	200.00'	59.17'	29.80'	58.95'	S 80°06'54" W	16°57'02"
C13	175.00'	160.56'	86.43'	154.98'	S 76°25'17" W	52°34'00"
C14	150.00'	137.62'	74.08'	132.84'	S 76°25'17" W	52°34'00"
C15	130.00'	213.49'	139.64'	190.30'	N 82°48'53" W	94°05'40"
C16	15.00'	23.56'	15.00'	21.21'	S 05°08'17" W	90°00'00"
C17	130.00'	26.06'	13.07'	26.02'	S 55°52'52" W	11°29'10"
C18	130.00'	71.93'	36.91'	71.02'	S 77°28'33" W	31°42'12"
C19	130.00'	77.08'	39.71'	75.95'	N 69°41'13" W	33°58'16"
C20	130.00'	38.42'	19.35'	38.28'	N 44°14'04" W	16°56'02"
C21	275.00'	62.95'	31.61'	62.81'	N 33°18'16" W	13°06'55"
C22	275.00'	37.99'	19.02'	37.96'	N 22°47'23" W	7°54'51"
C23	275.00'	53.92'	27.05'	53.84'	N 13°12'54" W	11°14'07"
C24	275.00'	53.92'	27.05'	53.84'	N 01°58'47" W	11°14'07"
C25	275.00'	54.00'	27.09'	53.91'	N 09°15'46" E	11°15'01"
C26	275.00'	23.16'	11.59'	23.16'	N 17°18'04" E	4°49'35"
C27	50.05'	23.48'	11.96'	23.27'	S 06°43'31" W	26°53'03"
C28	50.00'	13.06'	6.57'	13.03'	S 14°12'38" E	14°58'11"
C29	50.00'	47.87'	25.95'	46.06'	N 05°43'46" E	54°50'59"
C30	50.00'	12.92'	6.50'	12.89'	N 40°33'29" E	14°48'27"
C31	50.00'	35.59'	18.59'	34.84'	N 68°21'11" E	40°46'56"
C32	50.00'	35.77'	18.69'	35.01'	S 70°45'49" E	40°59'04"
C33	50.00'	35.77'	18.69'	35.01'	S 29°46'44" E	40°59'04"
C34	50.00'	35.77'	18.69'	35.01'	S 11°12'20" W	40°59'04"
C35	50.00'	25.68'	13.13'	25.40'	S 46°24'39" W	29°25'34"
C36	50.00'	36.14'	18.90'	35.36'	N 40°25'09" E	41°24'35"
C37	225.00'	64.10'	32.27'	63.88'	N 11°33'10" E	16°19'23"
C38	15.00'	25.23'	16.77'	22.36'	N 44°47'23" W	96°21'44"
C39	50.00'	36.43'	19.06'	35.63'	S 66°09'32" W	41°44'25"
C40	50.00'	28.19'	14.48'	27.82'	N 61°26'26" E	32°18'13"
C41	50.00'	51.06'	28.01'	48.87'	S 73°09'11" E	58°30'33"
C42	50.00'	35.87'	18.74'	35.10'	S 03°20'51" E	41°06'07"
C43	50.00'	35.87'	18.74'	35.10'	S 17°45'16" W	41°06'07"
C44	50.00'	35.87'	18.74'	35.10'	S 58°51'22" W	41°06'07"
C45	50.00'	42.50'	22.63'	41.23'	N 76°14'37" W	48°41'56"
C46	50.00'	35.85'	18.73'	35.08'	S 72°25'57" E	41°04'36"
C47	15.00'	27.67'	19.79'	23.91'	N 34°11'34" E	105°40'21"
C48	225.00'	83.33'	42.15'	82.85'	N 29°15'10" W	21°13'07"
C49	15.00'	23.56'	15.00'	21.21'	N 84°51'43" W	90°00'00"
C50	30.00'	46.72'	29.60'	42.14'	S 05°31'09" W	89°14'15"
C51	250.00'	259.95'	143.11'	248.40'	N 10°04'26" W	59°34'35"
C52	230.00'	144.61'	74.39'	142.60'	N 23°17'27" W	33°08'32"
C54	250.00'	115.34'	58.72'	114.32'	N 06°29'50" E	26°26'03"



TYPICAL LOT

NOTES:

1) The installation of all improvements shall conform to the City of Saratoga Springs, Ordinances, requirements, construction standards, policies and any other rules pertaining to the development of this property.

~~2) Without limiting the foregoing, the developer is required to comply with Saratoga Springs City's Landscape Water Conservation Ordinance, including but not limited to, the 2003 Xeriscape.~~

3) Specific fencing is required along the canal right of way as set out in the Harvest Hills Master Home Owners Association Design Guidelines.

4) Prior to any building permits being issued, soil testing may be required on each lot as per the soil study required by the City of Saratoga Springs, building official.

5) Drainage Easements are to remain unobstructed to allow the drainage flow to run as dictated by natural topography of the plat.

Typical 27.00 X 45.00'
Building Envelope

SEC 10, T5S, R1W, SLB&M TU-039

ENT 113045:2003 Map 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jul 23 8:42 am FEE 111.00 BY SFS
RECORDED FOR SARATOGA SPRINGS CITY

PLAT "I"

HARVEST HILLS

PLANNED UNIT DEVELOPMENT PLAT "I"

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

SUBDIVISION

SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

10089-113 sheet 2 of 2

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Subdivision Exception
Madison Meadows, Lot Split Exception
Tuesday, August 16, 2016
Discussion and Possible Action

Report Date:	Tuesday, August 9, 2016
Applicant:	City of Saratoga Springs
Owner:	Sudweeks Construction LLC
Location:	400 North and 800 West
Major Street Access:	800 West
Parcel Number(s) & Size:	34:504:0002, 6.29 acres
Parcel Zoning:	A (R-4 pending)
Adjacent Zoning:	R-3, Agricultural
Current Use of Parcel:	Vacant
Adjacent Uses:	Residential, Vacant
Previous Meetings:	Madison Meadows (Mountainview II) Rezone and Concept
Previous Approvals:	Rezone to R-4
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	None
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicants, Saratoga Springs and Brian Sudweeks, are requesting approval of a lot split to create two parcels in preparation for a future preliminary subdivision plat for a residential development.

Recommendation:

Staff recommends that the Council review the application and vote to approve the exception with the Findings and Conditions in Section G of this report.

B. Background: The Mountain View II concept plan and rezone (renamed to Madison Meadows) were presented to the City Council on June 21, 2016; the rezone was approved, and the applicant is currently going through the preliminary plat process. As part of the subdivision plat, Parcel B is intended for a City pond. The preliminary plat has been scheduled for the Planning Commission and will come to the City Council at a future date, however recordation of the Final Plat will likely not be possible for several months. To enable the City to move forward with construction the pond in the meantime, and to bring it online in a timely manner, a subdivision exception has been requested. The exception will create the pond parcel through a deed, which will then be formalized as Parcel B as part of the final plat at a later date.

Kimber Gabryszak, AICP, Planning Director
kgabryszak@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

C. **Specific Request:** The applicant is requesting approval of the creation of the pond parcel from the 6.29 acre Sudweeks Construction LLC property, which parcel will match Parcel B in Exhibit A. The legal description will be created at a later date and added to the Notice of Approval and Owners' Consent attached as Exhibit 4.

D. **Process and Code Criteria:** There is no process called out in the City Code, however Section 10-9a-103 of the State Code includes an exception to the subdivision definition, and states that subdivisions do not include

> (v) a bona fide division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels;"

The requested division of land is in anticipation of further land use approvals consisting of subdivision plats to officially create residential lots as well as the pond and MVC parcels.

E. **Community Review:** This item has been placed on the agenda for potential action, but no public hearing is required.

F. **General Plan:**
This property is designated as Low Density Residential on the Future Land Use Map.

Staff conclusion: consistent, as the residential development has been reviewed and found consistent with the General Plan, and public utilities are anticipated within all zones, including residential neighborhoods.

G. **Recommendation and Alternatives:**
Staff recommends that the City Council discuss the application, and choose from the following options.

Option 1 – Staff Recommendation, Approval

Potential motion: "I move to **approve** the Madison Meadows Lot Split Exception as outlined in exhibit 2 with the Findings and Conditions in the Staff Report dated August 9, 2016:"

Findings

1. Utah Code § 10-9a-103(52)(c)(v) excludes from the definition of a "subdivision" the "division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels."
2. The exception reflects the planned layout of Parcel B of the Madison Meadows preliminary plat.
3. The exception reflects anticipated further land use approvals consisting of subdivision plat(s) and related approvals and permits such as Conditional Use Permits, as necessary.

Conditions:

1. A Notice of Approval of Exchange of Title, in substantially the same form as the attached document and approved by the City Attorney, shall be recorded concurrently with the recordation of deeds creating the proposed parcels.

2. An owner's covenant, in substantially the same form as the attached document and approved by the City Attorney, shall be recorded concurrently with the recordation of deeds creating the proposed parcels.
3. All required site plan and conditional use approvals shall be obtained prior to issuance of building permits on the pond parcel.
4. All required subdivision approvals shall be obtained prior to issuance of building permits on the remaining parcels.
5. Any other conditions as articulated by the Council. _____
_____

Alternative 1 - Continuance
The Council may also choose to continue the item. "I move to **continue** the Madison Meadows Lot Split Exception as outlined in Exhibit 2 to another meeting on [**DATE**], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____

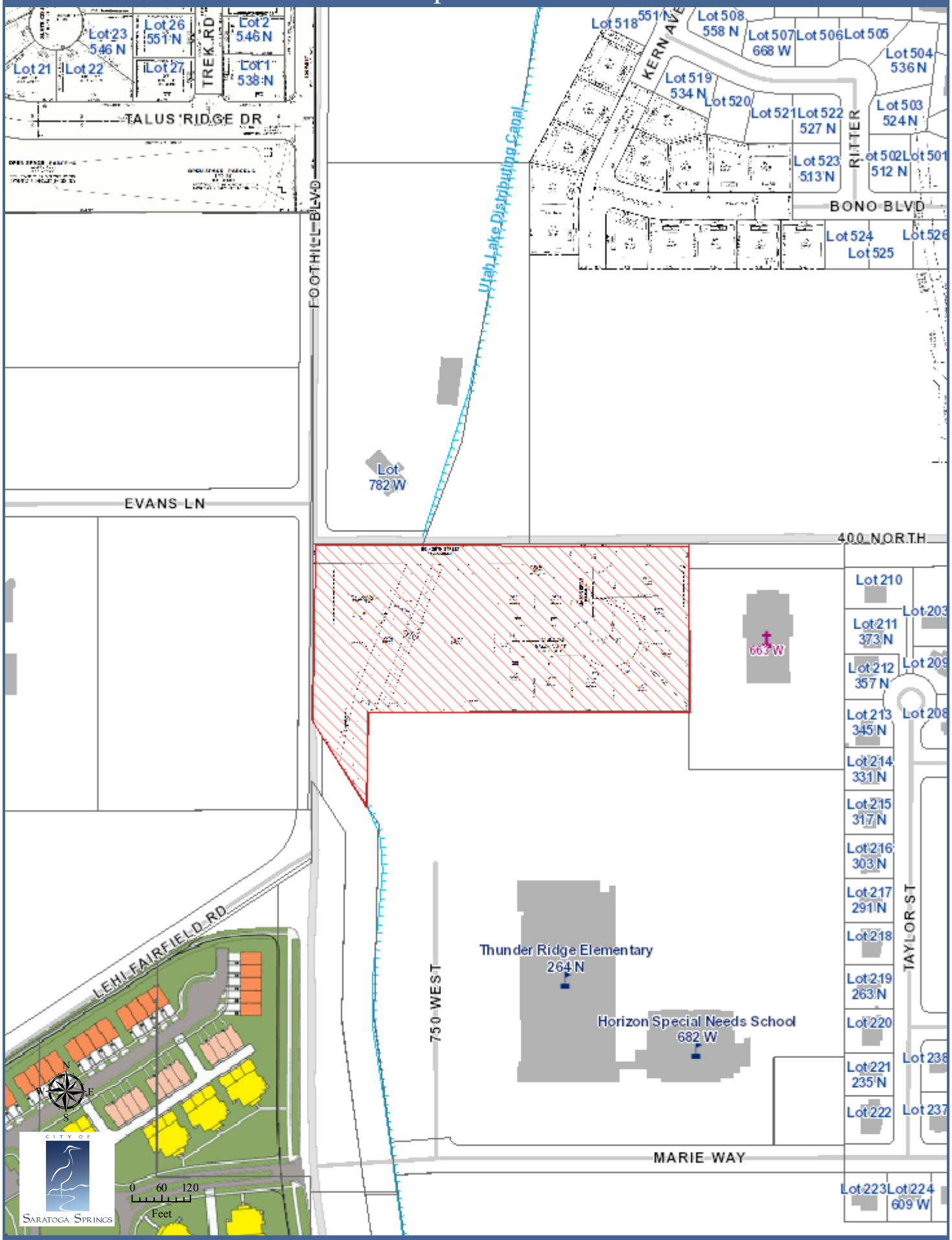
Alternative 2 – Denial
The City Council may also choose to **deny** the application. "I move to **deny** the Madison Meadows Lot Split Exception as outlined in Exhibit 2 with the Findings below:

1. The application is not consistent with the General Plan, as articulated by the Council: _____, and/or,
2. Development of the property is not reasonably imminent, and articulated by the Council: _____.

H. Attachments:

1. Location & Zone Map - Page 4
2. Madison Meadows Preliminary Plat, draft - Page 5
3. Notice of Approval, draft - Pages 6-8
4. Owners' Consent, draft - Pages 9-11

Madison Meadows Location Map

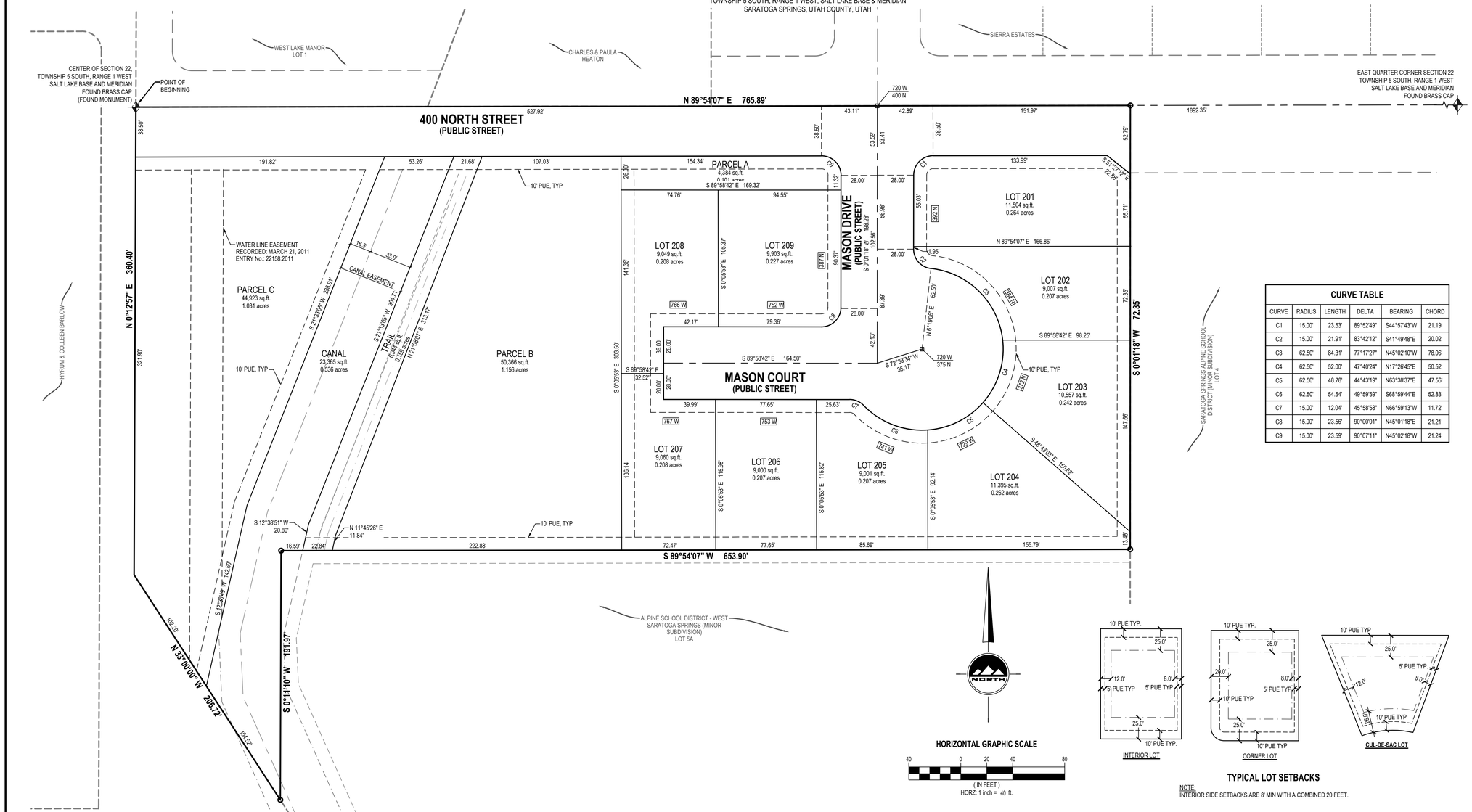


4 August 2016

MADISON MEADOWS SUBDIVISION

AMENDING A PORTION OF LOT 5B OF ALPINE SCHOOL DISTRICT - WEST SARATOGA SPRINGS (MINOR SUBDIVISION)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.53'	89°52'49"	S44°57'43"W	21.19'
C2	15.00'	21.91'	83°42'12"	S41°49'48"E	20.02'
C3	62.50'	84.31'	77°11'27"	N45°02'10"W	78.06'
C4	62.50'	52.00'	47°40'24"	N17°26'45"E	50.52'
C5	62.50'	48.78'	44°43'19"	N63°38'37"E	47.56'
C6	62.50'	54.54'	49°59'59"	S68°59'44"E	52.83'
C7	15.00'	12.04'	45°58'58"	N66°59'13"W	11.72'
C8	15.00'	23.56'	90°00'01"	N45°01'18"E	21.21'
C9	15.00'	23.59'	90°07'11"	N45°02'18"W	21.24'

SURVEYOR'S CERTIFICATE

I, Karen F. White, do hereby certify that I am a registered Land Surveyor, and that I hold a license, Certificate No. 191326, 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. I also certify that I have filed, or will file within 90 days of recordation of this plat, a map of survey I have completed with the Utah County Surveyor.

DATE

KAREN F. WHITE
P.L.S. 191326

BOUNDARY DESCRIPTION

All of Lot 5B of the Alpine School District - West Saratoga Springs (Minor Subdivision), more particularly described as follows:

A parcel of land situated in the Southeast Quarter of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the Center of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°54'07" East 765.89 feet along the section line;
thence South 00°01'18" West 342.00 feet;
thence South 89°54'07" West 653.90 feet;
thence South 00°11'10" West 191.97 feet;
thence North 33°00'00" West 206.72 feet;
thence North 00°12'57" East 360.40 feet to the point of beginning.

Contains 274,031 Square Feet or 6.291 Acres

OWNER'S DEDICATION

Know all men by these presents that _____, the_____ undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

MADISON MEADOWS SUBDIVISION

AMENDING A PORTION OF LOT 5B OF ALPINE SCHOOL DISTRICT - WEST SARATOGA SPRINGS (MINOR SUBDIVISION)

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 the City harmless 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 have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows with in the subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof _____ have hereunto set _____ this_____ day of_____A.D., 20_____.

_____.
BY:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of _____

On the _____ day of _____A.D., 20_____, _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the_____, of _____, a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:_____.

_____ RESIDING IN_____ COUNTY.
NOTARY PUBLIC

APPROVAL BY LEGISLATIVE BODY

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

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

CITY MAYOR

ATTEST: _____
CITY RECORDER
(SEE SEAL BELOW)

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80
(IN FEET)
HORZ: 1 inch = 40 ft.

TYPICAL LOT SETBACKS

NOTE:
INTERIOR SIDE SETBACKS ARE 8' MIN WITH A COMBINED 20 FEET.

QUESTAR GAS COMPANY
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OF ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-6532

APPROVED THIS _____ DAY OF _____ 20_____
QUESTAR GAS COMPANY

BY_____

TITLE_____

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 WITH IN THE SUBDIVISION "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

LAND USE TABLE

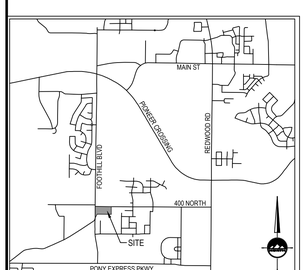
LOT AREA	=	93,607 SF	2.149 AC	45.64%
PUBLIC ROADWAY	=	60,763 SF	1.396 AC	29.63%
PUMP STATION PARCEL	=	45,626 SF	1.047 AC	22.24%
OPEN SPACE/TRAIL	=	14,577 SF	0.335 AC	11.60%
TOTAL AREA	=	205,108 SF	4.709 AC	100.00%

MINIMUM LOTS SIZE = 9,187 SQ. FT.
AVERAGE LOT SIZE = 10,400 SQ.FT.
TOTAL NUMBER OF LOTS = 9
DENSITY = 4.3 UNITS / ACRE OPEN SPACE/TRAIL = 11,60%

PLAT NOTE
1. SOIL WITHIN THE SUBDIVISION MAY POTENTIALLY CONTAIN EXPANDING SOILS AS NOTED IN THE GEOTECHNICAL REPORT.

SARATOGA SPRINGS PLAT NOTES
1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE 14TH DAY OF FEBRUARY, 2014.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF SARATOGA SPRINGS ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
3. PRIOR TO ANY BUILDING PERMITS BEING ISSUED, SOIL TESTING OR LOT SOIL STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED AND REQUIRED BY THE CITY OF SARATOGA SPRINGS BUILDING OFFICIAL.
4. PLAT MAY BE SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, SITE PLAN AGREEMENT, AND ANY OTHER AGREEMENT WITH THE CITY PERTAINING TO THE DEVELOPMENT OF THE PROPERTY.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND A PERFORMANCE AND WARRANTY BOND ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
6. ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER, OWNER, OR CONTRACTOR AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
7. THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
8. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIES OTHERWISE ON EACH IMPROVEMENT.
9. ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
10. LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&RS.

DEVELOPER
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070



VICINITY MAP
NOT TO SCALE

SHEET 1 OF 1

PROJECT NUMBER : 6842
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 7/11/16

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

QUESTAR GAS COMPANY
APPROVED THIS _____ DAY OF_____. A.D. _____ .
QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF_____. A.D. _____ .
ROCKY MOUNTAIN POWER

COMCAST CABLE TELEVISION
APPROVED THIS _____ DAY OF_____. A.D. _____ .
COMCAST CABLE TELEVISION

QWEST
APPROVED THIS _____ DAY OF_____. A.D. _____ .
QWEST

FIRE CHIEF APPROVAL
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. _____ .
CITY FIRE CHIEF

SARATOGA SPRINGS ENGINEER APPROVAL
APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____ A.D. _____ .
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
APPROVED BY SARATOGA SPRINGS CITY ATTORNEY THIS _____ DAY OF _____ A.D. _____ .
SARATOGA SPRINGS ATTORNEY

SURVEYOR'S SEAL — LICENSED PROFESSIONAL LAND SURVEYOR No. 191326 KAREN F. WHITE State of Utah
NOTARY PUBLIC SEAL
CIVIL ENGINEER'S SEAL
CLERK-RECORDER SEAL

MADISON MEADOWS SUBDIVISION

AMENDING A PORTION OF LOT 5B OF ALPINE SCHOOL DISTRICT - WEST SARATOGA SPRINGS (MINOR SUBDIVISION)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH

OWNER'S COVENANT

Recorded at the request of, and
After recording please return to:

Sudweeks Construction, LLC
13998 S. Point View Ct.
Draper, UT 84020

OWNER'S COVENANT

Sudweeks Construction, LLC, a Utah limited liability company ("Owner") and its successor and assigns, hereby covenants as follows:

Owner acknowledges that the parcel described in **Exhibit "A"** (the "Parcel") has been created with the approval of the City of Saratoga Springs in connection with Utah Code 10-9a-103(52)(c)(v), which excludes from the definition of a "subdivision" the division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels, thus relieving an owner of the requirement of recording a plat to subdivide land upon the condition of further land use approvals will be made. Accordingly, Owner acknowledges and agrees that prior to erecting any buildings on the Parcel, Owner will be required to obtain further land use approvals from the City of Saratoga Springs, as required by the ordinances of the City of Saratoga Springs and applicable law. Upon obtaining any such land use approvals (including the recording of a subdivision plat or similar document) this covenant shall be of no further force or effect.

Owner is signing this Covenant as of the date set forth below.

SUDWEEKS CONSTRUCTION, LLC,
A Utah limited liability company

By:_____
Name: Brian Sudweeks
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the ____ day of _____, 2016, personally appeared before me, Brian Sudweeks, who being by me duly sworn, did say that he is the Manager of **SUDWEEKS CONSTRUCTION, LLC,** a Utah limited liability company, and duly acknowledged to me that he is authorized to sign the foregoing instrument on behalf of said company, and duly acknowledged to me that said limited liability company executed the same.

_____
Notary Public

Commission expires:
Residing at:

Exhibit "A"

The following described tract of land in Utah County, State of Utah, to wit:

INSERT LEGAL DESCRIPTION

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Real Estate Purchase Agreement with Sudweeks Construction**
Date: **August 16, 2016**
Type of Item: **Legislative, Policy Decision**

Summary: Real Estate Purchase Agreement with Sudweeks Construction for the pond property

Description:

A. **Topic:** Real Estate Purchase Agreement ("REPC") that will allow the City to purchase property to construct the secondary pond on 400 North.

B. **Background:** We have been negotiating the purchase of 1.156 acres of property since Sudweeks Construction, LLC ("Sudweeks") purchased the parent parcel from Alpine School District in late 2015. The City would like to construct a secondary pond and pump station on this property. This location is strategic because we will be able to draw water from the canal that is adjacent to the property. We believe we have negotiated terms that are fair to the City and Sudweeks.

C. **Analysis:** The REPC provides that the City will pay $69,094.25 ($59,770.11 per acre) for the purchase of 1.156 acres of property. This price is below fair market and is representative of the price per acre that Sudweeks paid Alpine School District for the parent parcel. Other pertinent provisions include: we will reimburse Sudweeks in amount equal to 25% of the verifiable costs of the 400 N. road improvements—this is the percentage of property we own as compared to the parent parcel; we will reimburse Sudweeks the cost of installing wrought iron on the east side of the property since we would have installed wrought iron anyway and he would like to upgrade to precast concrete; and the parties will execute a meets and bounds deed, pursuant to a permissible subdivision exception, if the plat cannot be timely recorded.

D. **Financial Impact:** Other than the $69,094.25 we will pay for the property purchase, we will be responsible for 25% of the cost of the road improvements. The other costs will be part of the pond property construction costs. Sudweeks is putting together the costs of the road improvements, and we will update this report as soon as possible. The funds will be acquired from the secondary water funds GL account 57-400-801, with a remaining budget of $1,496,892 for the North Zone 2 canal turnout project.

E. **Conclusion:** The attached REPC will benefit the City by providing for the purchase of property that will allow us to construct necessary secondary water capital improvements.

Recommendation: Approval of the attached REPC.

WHEN RECORDED MAIL TO:

City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

NOTICE OF APPROVAL OF SUBDIVISION EXCEPTION
Conveyance from Sudweeks Construction, LLC to City of Saratoga Springs, Utah

_____ ____, *2016*

Sudweeks Construction, LLC, a Utah limited liability company ("Sudweeks") and City of Saratoga Springs, a Utah political subdivision ("City") have agreed to the purchase by the City of certain real property located in Utah County, Utah owned by Sudweeks. Pursuant to Utah Code 10-9a-101(53)(c)(v), the City Council, as the land use authority for the City hereby approves the purchase of property described below and certifies that the subdivision of property will not result in a violation of any land use ordinance so long as the attached Owner's Covenant (Exhibit "A") is recorded with the Utah County Recorder's office and all conditions of the Owner's Covenant and this Notice are met.

[INSERT LEGAL DESCRIPTION]

IN WITNESS WHEREOF the City of Council for the City of Saratoga Springs, Utah, has approved the subdivision exception as specified above as of the date first written above.

ATTEST:	CITY COUNCIL OF SARATOGA SPRINGS
By:_____	By:_____
_____, City Recorder	_____, City Mayor

Exhibit "A"
Owner's Covenant

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016, by and between the City of Saratoga Springs, hereinafter referred to as the "Buyer" or "City," and Sudweeks Construction, LLC, hereinafter referred to as "Seller." The Buyer and Seller are collectively referred to herein as the "Parties."

RECITALS:

A. Seller is the owner of Parcel B of the proposed Madison Meadows Subdivision Plat (the "Subdivision"), formerly known as Mountain View Estates II Plat, located in the City of Saratoga Springs, Utah County, State of Utah (the "Property") consisting of 1.156 acres of property, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. A copy of the current version of the proposed plat for the Subdivision is attached hereto as Exhibit "B.".173

B. Buyer agrees to purchase the Property from Seller and Seller agrees to convey to Buyer the Property subject to the terms and conditions of this Real Estate Purchase Agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase of Property.**

a. Purchase. Buyer shall pay to Seller at settlement the amount of $69,094.25 in lawful money of the United States for the acquisition of the Property (which is $59,770.11 per acre) on the date of the Closing as specified herein. Buyer shall also reimburse Buyer for a portion of the "400 N. Improvements," as detailed and defined in Paragraph 1(c) below. Seller shall convey to Buyer the Property by executing and delivering a Special Warranty Deed.

b. Included Items in Purchase: The purchase of the Property shall include all improvements, appurtenances, fixtures, easements, entitlements, and utility rights/connections. No water rights are being conveyed to the Buyer pursuant to this Agreement.

c. Construction of 400 North Improvements. Subject to "Final Approval" (as defined in Para. 1(d) below) of the Proposed Plat and the satisfaction of the conditions precedent otherwise stated in this Agreement, Seller shall construct the road, sidewalk, waterlines, and gutter street improvements, and the installation of underground power lines, on the south side of 400 North Street starting from the eastern-most line of the Proposed Plat along 400 North and continuing west to the intersection of 800 West ("400 N. Improvements"). The 400 N. Improvements are required for the Mountain View Estates II Plat per City's Engineering Standard Technical Specifications and Drawings Manual ("City Standards"). Buyer shall reimburse Seller in an amount equal

to 25% of the total costs of the 400 North Improvements ("Buyer's Share"), including labor and materials, following completion and acceptance in writing by City that the 400 N. Improvements meet current City Standards. Prior to reimbursement, Seller shall submit reasonable evidence of Seller's cost of the 400 N. Improvements, including material tickets and invoices showing the actual quantities and measurements of work performed in the installation of the 400 N. Improvements. In no case shall the Buyer be obligated to reimburse Seller for an item until sufficient evidence is provided as to the actual quantities and prices of the 400 N. Improvements. Buyer shall pay Buyer's Share to Seller at the time of Closing, if the 400 N. Improvements have been completed and accepted by the City by that date, or no later than ten (10) days after satisfaction of the conditions for payment stated in this subparagraph if the 400 N. Improvements have not been completed and accepted by the City by the Closing date. The Parties' obligations under this subparagraph shall survive and be enforceable after the Closing.

d. Subdivision Approval as Condition Precedent. Seller's obligation to sell and convey the Property is specifically contingent upon Seller obtaining all required approvals and consents from the City for the recording of the final plat for the Subdivision, excepting only the bonding for or completion of construction of subdivision improvements that are required by the City (referred to as "Final Approval").

e. Post-Closing Obligations of Buyer. Buyer has advised Seller that Buyer intends to use the Property as a settlement pond and/or temporary water reservoir in connection with Buyer's municipal secondary irrigation system. Buyer agrees that it shall build a three foot berm on the property line on the east side of the Property and install a 6-foot wrought iron fence thereon. Seller consents to fill dirt for the berm to be sloped onto Seller's property so as to ensure the stability of the berm. To visually shield the Property from the balance of the subdivision property located to the east of the Property, Seller shall have the option to install a solid precast fence meeting City standards. If Seller exercises this option, Buyer shall pay Seller's additional cost for a solid precast fence meeting City's standards versus Seller's cost in installing a wrought-iron fence meeting City standards. Prior to reimbursement, Seller shall install the solid precast fence, submit verifiable estimates and costs to Buyer, and receive written approval from City that the solid precast fence meets City standards. The provisions of this subparagraph shall survive and be enforceable after the Closing. Seller shall install the precast fence within 2 weeks of receiving notice from Buyer to proceed with installation.

f. Landscaping and Open Space. Seller shall install landscaping and open space in accordance with the plans attached as Exhibit C. Seller shall install such landscaping and open space in accordance with Title 19 of the City's Land Development Code ("Title 19"). The sprinkler system for such landscaping and open space shall meet reasonable commercial standards but is not required to meet the City's Standards and Specifications manual for the installation of City-owned landscaping and open space.

g. Payment in Lieu of Open Space. Notwithstanding the landscaping and open space in Exhibit C, Seller will be deficient by 6,514 square feet per the

requirements of Title 19. As a result, Seller agrees to pay Buyer the amount of $33,741.01 as a payment in lieu of open space at plat recordation in accordance with Title 19.

2. **Closing and Conveyance.** The following provisions shall govern the closing of this transaction.

a. Date and Place of Closing. The purchase of the Property shall be closed at the offices of Integrated Title Services (escrow officer: Scott Halvorsen, ph. 801-307-2003, email: halvy@itstitle.com) ("Closing Agent") on or before the Settlement Deadline in paragraph 23. The Parties may extend the Settlement Deadline by mutual agreement.

b. Parties' Obligations at Settlement. On or before the Settlement Deadline, Seller shall deliver to the Closing Agent a statutory special warranty deed meeting the requirements of Utah Code § 57-1-12.5 describing the Property, duly executed and acknowledged in recordable form conveying the Property, together with any other document required by the Closing Agent. In addition, the Buyer shall deliver or cause to be delivered to the Closing Agent the funds due from the Buyer to Seller to close the sale in the amount the Buyer is obligated to pay on the Settlement Deadline pursuant to the terms of this Agreement, together with any other document required by the Closing Agent.

c. Escrow Fees and Other Costs. Where not otherwise provided by law, all escrow fees and other costs of the Closing Agent shall be paid by the Buyer.

d. Closing Agent Obligations. The closing agent is instructed as follows:

i. Prepare closing statements for execution by the Parties in accordance with the terms of this Agreement.

ii. Collect all funds to be received from the Parties at closing and disburse and pay the same to the Parties in accordance with the terms of this Agreement and as approved on the closing statements.

iii. Collect various instruments, documents, and information to be provided by the Parties as set forth herein and record documents where necessary in proper sequence and deliver the same to the respective Parties as required to close this transaction in accordance with the terms of this Agreement.

iv. Collect and pay property taxes then due and prorate taxes for the year of Closing, and collect and pay liens and assessments at or prior to closing.

e. Delivery of Property. Seller shall deliver physical possession of the Property to Buyer at Closing.

3. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four

days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

Buyer: City of Saratoga Springs
Attn: Mark Christensen, City Manager
1307 North Commerce Dr. #200
Saratoga Springs, UT 84043

Seller: Sudweeks Construction, LLC
Attn: Brian Sudweeks
13998 S. Point View Ct.
Draper, UT 84020

4. **No New Liens.** Seller shall not, after full execution of this Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements, or any other matters to encumber title to the Property, except for the final plat of the subdivision.

5. **Title and Title Insurance.**

a. Title. Seller represents that Seller has and will convey marketable title to the Property to Buyer at closing by special warranty deed. Buyer agrees to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 6, and as reviewed and approved by Buyer under Section 7. Buyer also agrees to accept title to the Property subject to any existing leases, rental, and property management agreements affecting the Property not expiring prior to closing which were provided to Buyer pursuant to Section 6(e).

b. Title Insurance. At Settlement, Buyer agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of the *ALTA Owner's Policy of Title Insurance*.

6. **Seller Disclosures.** No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

a. a written Seller property condition disclosure for the Property, completed, signed, and dated by Seller;

b. a Commitment for Title Insurance;

c. a copy of any restrictive covenants (CC&R's), rules, and regulations affecting the Property;

d. a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

e. a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to closing; and

f. written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations.

7. **Buyer's Conditions of Purchase.**

a. Due Diligence Condition. Buyer's obligation to purchase the Property is conditioned on Buyer's Due Diligence as defined herein. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 6, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues, or geologic conditions; the square footage or acreage of the land and/or improvements; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; and any other matters deemed material to Buyer, in Buyer's sole discretion, in making a decision to purchase the Property. All of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence Period.

b. Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 23, cancel this Agreement by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 23, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

c. Failure to Cancel or Resolve Objections. If Buyer fails to cancel this Agreement or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence on or before the Due Diligence Deadline, Buyer shall be deemed to have waived the Due Diligence Condition.

8. **Condition of Property.**

a. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (i) Buyer is purchasing the Property in its "As−Is" condition without expressed or implied warranties of any kind; (ii) Buyer shall have, during Buyer's Due Diligence as referenced in Section 7, opportunities to completely inspect and evaluate the condition of the Property; and (iii) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate, and inspect the Property.

b. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (i) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent buyer; (ii) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as

stated in section 6; and (iii) deliver the Property to Buyer in substantially the same general condition as it was on the date of execution of this Agreement, ordinary wear and tear excepted.

9. **Inspections.** Upon reasonable notice and at a reasonable time, Buyer may conduct as many on-site inspections as deemed necessary, in Buyer's sole discretion, of the Property to determine the physical condition and value of the Property.

10. **Right-of-Entry.** Seller does hereby grant and give freely and without coercion to Buyer its agencies, contractors, and subcontractors thereof, the right of access and entry to said property for the purpose of on-site geotechnical sampling and utility investigation work. The Right of Entry shall be granted immediately upon execution of this document.

11. **Taxes, Assessments, and Liens.** Seller shall be responsible for the payment of taxes, including rollback taxes, assessments, and liens, accrued against the property prior to the Closing Date. Proof of payment of such will be required at closing, and Seller's pro rata share of such taxes, assessments, and liens up to the day of closing will be due at closing.

12. **Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing Buyer shall pay for all fees charged by the escrow/closing office for its services in the settlement/closing process. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, and warrants.

13. **Changes During Transaction.** Seller agrees that from the date this Agreement is signed by the Parties until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made

14. **Insurance and Risk of Loss.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel this Agreement by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

15. **Default.** If either party fails to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure. If the default is not cured within a reasonable time, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder. In the case of a default, the non-defaulting party shall be entitled to retain the earnest money.

16. **Time of the Essence.** It is agreed that time is of the essence of this Agreement. Due to the ongoing needs of the City to provide secondary water service to the residents of the City of Saratoga Springs, the Parties agree that at any time after Final Approval has been obtained but the final plat of the Subdivision has not yet been recorded, at the City's election, the Property shall be deeded through a metes and bounds description in accordance with Utah Code Section 10-9a-103(53)(c)(v). In the event of such an election by the City, the City shall pay any additional costs of obtaining a survey of the Property and any planning application fees. All other provisions of this Agreement shall survive Closing.

17. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. **Entire Agreement/Modifications.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the Parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing signed by the Parties hereto.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

21. **Incorporation of Recitals.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

22. **Termination.** Should the Parties fail to close by the Closing Date, unless the Closing Date is mutually extended by the Parties in writing, this Agreement shall terminate and be of no effect.

23. **Contract Deadlines.** Buyer and Seller agree that the following deadlines shall apply to this Agreement:

a. Seller Disclosure Deadline: _____, 2016.

b. Due Diligence Deadline: _____, 2016.

c. Settlement Deadline: _____, 201_

24. **Confidentiality.** The content and the fact of execution of this Agreement shall be kept strictly confidential. Seller shall strictly maintain the confidentiality of this Agreement and shall not disclose to any third party (other than Seller's legal counsel and accountants) the content or the fact of execution of this Agreement, except as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"BUYER"
THE CITY OF SARATOGA SPRINGS

ATTEST:

By:_____
Mark Christensen, City Manager

_____
City Recorder

"SELLER"

SUDWEEKS CONSTRUCTION, LLC

_____
Print name: Brian T. Sudweeks
Title: Manager

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____ day of _____, 2016, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, that (s)he executed the same, and that (s)he is the _____ of _____. and is authorized to execute the same.

My Commission Expires: _____

_____
Notary Public

Residing In:_____

EXHIBIT "A"

Property Description

RESOLUTION NO. R16-46 (8-16-15)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS IN SUPPORT OF THE BIANNUAL UTAH FALLEN HEROES DAY

WHEREAS, the Patriot Guard Riders of Utah and the Blue Star Moms of Utah are partnering with Survivor Outreach Services Support to sponsor the Utah Fallen Heroes Day ("Fallen Heroes Day") on September 10, 2016; and

WHEREAS, the Fallen Heroes Day is to honor members of the military and law enforcement who have lost their lives in service to our country and communities and to honor the families of those who have lost their lives in service to our country.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Saratoga Springs to affirm its support of the Utah Fallen Heroes Day.

Passed this 16th day of August, 2016.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Settlement and Development Agreements with Hadco (JD V, etc.)**
Date: **August 16, 2016**
Type of Item: **Legislative, Policy Decision**

Summary: Settlement Agreement and Development Agreement

Description:

A. **Topic:** Settlement Agreement and Development Agreement to resolve two lawsuits against the City.

B. **Background:** The City was sued in 2014 over the use of 800 West by heavy construction traffic by Hadco and its affiliates. The City was also sued in 2015 over the annexation of the Western States property, which annexation included several parcel owned by Hadco or its affiliates (collectively "Hadco"). These agreements will resolve those lawsuits. The Settlement Agreement has been negotiated over the last year by and through meetings with Staff, City Council members, and City Council direction to City Staff.

C. **Analysis:** The Settlement Agreements provides that Hadco will provide a bypass road for their heavy construction vehicles instead of continuing to use 800 West. This will be constructed at Hadco's sole expense. In the event Hadco cannot acquire the necessary easements and rights to do so, the City will allow Hadco to continue to use 800 West, subject to lawful and reasonable restrictions (note that Hadco is requesting no limitations on the future use of 800 West). The settlement agreement also provides that the City will rezone the annexed property to Industrial (from Agricultural) and approve the attached development agreement.

   The development agreement follows the City's standard form for development agreements except as noted in the redlined draft. Hadco will be making a request for these modifications during the City Council meeting.

   I have attached two versions of each agreement. As noted at the beginning of each agreement, one is the version recommended by City Staff and the other version recommended by Hadco.

D. **Financial Impact:** These agreements will have a positive financial impact on the City, but the exact impact is difficult at best to quantify. Resolving the lawsuit will prevent the possibility of paying future legal costs and attorney fees. Although attorney fees are difficult to recover against cities, it is possible the City will have to pay attorney fees at $250 to $350 per hour if the City loses. Also, although in house counsel is currently being used by the City, it could happen that outside counsel will have to be retained at $250 to $350 per hour. As a result, the agreements could potentially save the City tens of thousands.

E. **Conclusion:** The attached Settlement Agreement and Development Agreement will resolve two pending lawsuits involving Hadco and its affiliates.

Recommendation: Approval of the attached Settlement Agreement and Development Agreement.

ORDINANCE NO. 16-18 (8-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING THE DEVELOPMENT AGREEMENT AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS AND JD V, LLC; JD VI, LLC; TM CRUSHING, LLC; AND HADCO CONSTRUCTION, LLC.

WHEREAS, JD V, LLC; JD VI, LLC; TM Crushing, LLC; and Hadco Construction, LLC, (collectively "Developer") have sued the City over the use of 800 West, and over the annexation of the Western States property, and is the owner or developer of approximately 40 acres of land located in Saratoga Springs, Utah ("Property");

WHEREAS, pursuant to Utah Code § 10-9a-102, the City Council is authorized to enter into development agreements it considers necessary or appropriate for the use and development of land within the municipality; the City and Developer desire to enter into the Development Agreement, attached as Exhibit A, concerning the use and development of the Property;

WHEREAS, the City Council finds that it is in the best interests of the residents of the City of Saratoga Springs that the Settlement Agreement with Developer, attached as Exhibit B, be approved, as it will resolve the lawsuit and prevent future legal costs and attorney fees, and will provide a bypass road for heavy construction vehicles instead of the continuous use of 800 West;

WHEREAS, pursuant to Saratoga Springs City Code 19.13.01, et seq., this ordinance and agreements are contingent upon review, recommendation, and public hearing with the Planning Commission, and a public hearing with City Council.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The Development Agreement, attached hereto as Exhibit A, and Settlement Agreement, attached hereto as Exhibit B, for the Property, incorporated herein by this reference, are hereby approved. The Mayor is hereby authorized to execute these agreements.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    ii. post a complete copy of this ordinance in 3 public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___th day of August, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	_____
Bud Poduska	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____

EXHIBIT A

Development Agreement

EXHIBIT B

Settlement Agreement

***** CITY STAFF VERSION *****

AGREEMENT OF SETTLEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT OF SETTLEMENT AND RELEASE OF CLAIMS ("Agreement") is entered into this _____ day of August, 2016, by and between the following "Parties":

a) CITY OF SARATOGA SPRINGS, a Utah municipal corporation;

b) JD V, LLC, a Utah limited liability company;

c) JD VI, LLC, a Utah limited liability company;

d) TM CRUSHING, LLC, a Utah limited company;

e) HADCO CONSTRUCTION, LLC, a Utah limited company; and

f) GRANITE CONSTRUCTION COMPANY, a California corporation.

RECITALS

A. JD V, LLC claims primary beneficial interest in and to real property located in Utah County, State of Utah, more particularly described on **Exhibit 1** to this Agreement.

B. JD VI, LLC claims primary beneficial interest in and to real property located in Utah County, State of Utah, more particularly described on **Exhibit 2** to this Agreement.

C. The properties described in Exhibits 1 and 2 form part of a larger parcel (which includes portions of Utah County Parcel Numbers 58-033-0386; 58-033-0377; and 58-033-0378) which Plaintiffs allege that for more than 50 years prior to said properties' acquisition by JD V and JD VI, LLC, had been operated as a gravel pit and clay pit extraction ("Subject Property"). A full description of the Subject Property is attached as **Exhibit 3**.

D. In 2012, Hadco Construction, LLC (which owns a controlling interest in JD V and JC VI, LLC) constructed an asphalt batch plant on the Subject Property.

E. Pursuant to a Sublease Agreement dated August 7, 2012 between TM Crushing and Granite Construction Company, Granite Construction Company operates the asphalt plant.

F. For the entire period of the operation of gravel and clay extraction operations on the Subject Property, operators had partially accessed the Subject Property via a roadway extending from the Subject Property along what Plaintiffs allege to be an existing road called "Old Military Road" on Utah County plat maps, and connecting the Subject Property to State Road 73 ("Current Access Road").

G. A map illustrating the location of the Subject Property and the Current Access Road is attached as **Exhibit 4** to this Agreement.

H. A portion of the Current Access Road runs along what is currently known as 800 West Street in the City of Saratoga Springs ("Saratoga Springs").

I. On April 26, 2005, Saratoga Springs enacted Municipal Ordinance 13.01.01 ("Road Ordinance") which prohibits vehicular traffic by trucks and large vehicles (as defined in the Ordinance) on any roads within Saratoga Springs' municipal boundaries with the sole exception of State Road 73 and Redwood Road, with specific exceptions for deliveries and construction vehicles.

J. By reason of knowledge of the Road Ordinance, a dispute arose between JD V, LLC, JD VI, LLC, Granite Construction Company, and Saratoga Springs concerning the historic use of the Current Access Road to and from the Subject Property, resulting in the filing of litigation by JD V, LLC, JD VI, LLC, and Granite Construction Company before the Fourth Judicial District Court for Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; and Granite Construction Company, a California corporation, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant,* Civil No. 140400814 ("Access Road Litigation").

K. In the Access Road Litigation, the named Plaintiffs sought an order of the court (a) declaring that (i) the named Plaintiffs had the right to use the current road to access the Subject Property; (ii) the Road Ordinance was applied in an arbitrary and capricious manner to the named Plaintiffs' use of the Current Access Road to access the Subject Property; (iii) the named Plaintiffs were entitled to permanent use of the Current Access Road pursuant to the doctrine of easement by estoppel; and (iv) the named Plaintiffs were entitled to injunctive relief prohibiting Saratoga Springs City from impeding or sanctioning the use of the Current Access Road; and (b) of inverse condemnation compelling Saratoga Springs to acquire all rights impacted by the Road Ordinance under its power of eminent domain. Saratoga Springs contests Plaintiffs' allegations.

L. On or about April 21, 2015, approximately 40 acres of land within the Subject Property theretofore located in Utah County were annexed into Saratoga Springs, and rezoned agricultural with nonconforming, grandfathered rights. Prior to the annexation and rezone, the 40 acres was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

M. A dispute thereafter arose between JD V, LLC, JD VI, LLC, TM Crushing, LLC, Hadco Construction, LLC, and Saratoga Springs concerning the annexation and zoning of the Subject Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant,* Civil No. 150400729 ("Zoning Litigation").

N. By the Zoning Litigation, the named Plaintiffs sought an order of the court (i) vacating the annexation and rezoning of the 40 acres within the Subject Property; (ii) declaring that Saratoga Springs was estopped to rezone the 40 acres within the Subject Property agricultural; and (iii) declaring that Saratoga Springs' actions resulted in a taking of the 40 acres within the Subject Property and awarding Plaintiffs just compensation. Saratoga Springs contests the named Plaintiffs' allegations.

O. The Parties to this Agreement seek to resolve all disputes asserted in the Road Access Litigation and the Zoning Litigation, and all other disputes existing between them, on the terms and conditions set out herein.

AGREEMENT

1. Promptly after execution of this Agreement, Saratoga Springs will rezone the Subject Property from agricultural to industrial pursuant to the terms of the Development Agreement attached as **Exhibit 5** to this Agreement ("Development Agreement").

2. Upon execution of this Agreement, JD V, LLC, JD VI, LLC, and Hadco Construction, LLC will commence negotiations with Rocky Mountain Power and Collins Brothers Land Development, LLC to acquire, over and across properties owned by said entities, a thirty-foot (30') easement and right of way for the construction of a new access road between the Subject Property and SR 73, along the alignment shown on **Exhibit 6** to this Agreement ("New Access Road").

3. Saratoga Springs agrees to cooperate in good faith with JD V, LLC, JD VI, LLC, and Hadco Construction, LLC in the acquisition of the easement rights for the New Access Road but shall not be financially responsible for the acquisition of the easement or construction costs of the New Access Road.

4. Promptly after execution of this Agreement, JD V, LLC, JD VI, LLC, and Hadco Construction, LLC will make application with any and all necessary state or local agencies to secure a traffic light at the intersection of the New Access Road and SR 73 with an alignment with Summit View Drive in Saratoga Springs. Saratoga Springs will cooperate in good faith with JD V, LLC, JD VI, LLC, and Hadco Construction, LLC in said application but is not responsible for any costs associated with the application.

5. In the event that JD V, LLC, JD VI, LLC, and Hadco Construction, LLC are successful in (i) obtaining access road easements from Rocky Mountain Power and Collins Brothers Land Development, LLC for construction of the New Access Road, and (2) obtaining necessary permission from state or local regulatory agencies for the construction of a traffic light at the intersection of the New Access Road and SR 73 with an alignment with Summit View Drive, Hadco Construction, LLC will build, at its sole cost, the New Access Road between SR 73 and the Subject Property. The New Access Road will be improved, but not paved, and will consist of a 30-foot right-of-way with 12 inches of sub-base and 6 inches of gravel road base.

6. Hadco Construction, LLC agrees that thereafter it will, at its sole cost, maintain and repair the New Access Road.

7. Pending acquisition of road easements rights, traffic signaling, and construction of the New Access Road as described above, JD V, LLC, JD VI, LLC, TM Crushing, LLC, Granite Construction Company, and Hadco Construction, LLC shall have the right to continue utilization of the Current Access Road. In the event that JD V, LLC, JD VI, LLC, and/or Hadco Construction, LLC is unable, despite their best efforts, to (1) obtain road easement rights from Rocky Mountain Power and/or Collins Brothers Land Development, LLC for construction of the New Access Road, and/or (2) obtain permission for the construction of a traffic light at the intersection of the New Access Road and SR 73, within three (3) years from the date of this Agreement, JD V, LLC, JD VI, LLC, TM Crushing, LLC, Granite Construction Company, and Hadco Construction, LLC shall all have rights to access the Subject Property via the Current Access Road in perpetuity subject to the City's statutory and common law authority to place reasonable restrictions on the use of the Current Access Road. In addition, the parties acknowledge that third parties may have claims that portions of Old Military Road in the incorporated limits of Saratoga Springs are not part of a public road and that there is only private ownership of such portions. Saratoga Springs shall not be responsible for resolving such disputes pursuant to this Agreement and shall be released from the provisions of this Agreement for such portions.

8. Upon final approval by Saratoga Springs of the rezone of the 40 acres of land within the Subject Property to industrial zoning and of the Development Agreement and the expiration of the deadline to file in district court an appeal of the final approvals by Saratoga Springs or final resolution of an appeal of the final approvals by Saratoga Springs, pursuant to Utah Code Ann. § 10-9a-801 (elec. 2016), whichever occurs soonest, the Parties shall execute and file with the Fourth Judicial District Court for Utah County, State of Utah stipulations, joint motions and approved forms of orders, in forms acceptable to all Parties, dismissing the Road Access Litigation and the Zoning Litigation with prejudice and on the merits, the Parties to bear their respective costs and attorney fees.

9. Upon entry of final orders entered by the district court dismissing with prejudice the Road Access Litigation and Zoning Litigation, as part of this Agreement, the Parties, for and on behalf of themselves and their respective owners, officers, employees, agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge each other, together with their officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way connected with the Road Access Litigation and/or the Zoning Litigation.

10. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and integrates all prior conversations, discussions, or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the Parties.

11. This document may be executed in one or more counterparts, which together constitutes one and the same document.

12. This Agreement may not be modified except by an instrument in writing signed by the Parties.

13. Time is the essence of this Agreement and every provision hereof.

14. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

15. The Parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

16. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified, and that the entity being bound has duly authorized execution of this Agreement according to law and its charter documents.

17. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

18. Nothing contained in this Agreement is intended to benefit any person or entity other than the Parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

SARATOGA SPRINGS CITY

By _____
Printed Name _____
Its _____

JD V, LLC

By _____
Printed Name _____
Its _____

JD VI, LLC

By _____
Printed Name _____
Its _____

TM CRUSHING, LLC

By _____
Printed Name _____
Its _____

HADCO CONSTRUCTION, LLC

By _____
Printed Name _____
Its _____

GRANITE CONSTRUCTION COMPANY

By _____
Printed Name _____
Its _____

Exhibit 1
to Agreement of Settlement and Release of Claims
(JD V, LLC property)

Exhibit 2
to Agreement of Settlement and Release of Claims
(JD VI, LLC property)

Exhibit 3
to Agreement of Settlement and Release of Claims

(Subject Property)

Exhibit 4
to Agreement of Settlement and Release of Claims
(Current Access Road)

Exhibit 5
to Agreement of Settlement and Release of Claims
(Development Agreement)

Exhibit 6
to Agreement of Settlement and Release of Claims
(New Access Road)

***** HADCO, JD V, ETC. RECOMMENDED CHANGES *****

AGREEMENT OF SETTLEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT OF SETTLEMENT AND RELEASE OF CLAIMS ("Agreement") is entered into this _____ day of August, 2016, by and between the following "Parties":

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b) JD V, LLC, a Utah limited liability company;

c) JD VI, LLC, a Utah limited liability company;

d) TM CRUSHING, LLC, a Utah limited company;

e) HADCO CONSTRUCTION, LLC, a Utah limited company; and

f) GRANITE CONSTRUCTION COMPANY, a California corporation.

RECITALS

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B. JD VI, LLC claims primary beneficial interest in and to real property located in Utah County, State of Utah, more particularly described on **Exhibit 2** to this Agreement.

C. The properties described in Exhibits 1 and 2 form part of a larger parcel (which includes portions of Utah County Parcel Numbers 58-033-0386; 58-033-0377; and 58-033-0378) which Plaintiffs allege that for more than 50 years prior to said properties' acquisition by JD V and JD VI, LLC, had been operated as a gravel pit and clay pit extraction ("Subject Property"). A full description of the Subject Property is attached as **Exhibit 3**.

D. In 2012, Hadco Construction, LLC (which owns a controlling interest in JD V and JC VI, LLC) constructed an asphalt batch plant on the Subject Property.

E. Pursuant to a Sublease Agreement dated August 7, 2012 between TM Crushing and Granite Construction Company, Granite Construction Company operates the asphalt plant.

F. For the entire period of the operation of gravel and clay extraction operations on the Subject Property, operators had partially accessed the Subject Property via a roadway extending from the Subject Property along what Plaintiffs allege to be an existing road called "Old Military Road" on Utah County plat maps, and connecting the Subject Property to State Road 73 ("Current Access Road").

G. A map illustrating the location of the Subject Property and the Current Access Road is attached as **Exhibit 4** to this Agreement.

H. A portion of the Current Access Road runs along what is currently known as 800 West Street in the City of Saratoga Springs ("Saratoga Springs").

I. On April 26, 2005, Saratoga Springs enacted Municipal Ordinance 13.01.01 ("Road Ordinance") which prohibits vehicular traffic by trucks and large vehicles (as defined in the Ordinance) on any roads within Saratoga Springs' municipal boundaries with the sole exception of State Road 73 and Redwood Road, with specific exceptions for deliveries and construction vehicles not applicable to JD V's or JD VI's historic use of the Current Access Road.

J. By reason of knowledge of the Road Ordinance, a dispute arose between JD V, LLC, JD VI, LLC, Granite Construction Company, and Saratoga Springs concerning the historic use of the Current Access Road to and from the Subject Property, resulting in the filing of litigation by JD V, LLC, JD VI, LLC, and Granite Construction Company before the Fourth Judicial District Court for Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; and Granite Construction Company, a California corporation, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant,* Civil No. 140400814 ("Access Road Litigation").

K. In the Access Road Litigation, the named Plaintiffs sought an order of the court (a) declaring that (i) the named Plaintiffs had the right to use the current road to access the Subject Property; (ii) the Road Ordinance was applied in an arbitrary and capricious manner to the named Plaintiffs' use of the Current Access Road to access the Subject Property; (iii) the named Plaintiffs were entitled to permanent use of the Current Access Road pursuant to the doctrine of easement by estoppel; and (iv) the named Plaintiffs were entitled to injunctive relief prohibiting Saratoga Springs City from impeding or sanctioning the use of the Current Access Road; and (b) of inverse condemnation compelling Saratoga Springs to acquire all rights impacted by the Road Ordinance under its power of eminent domain. Saratoga Springs contests Plaintiffs' allegations.

L. On or about April 21, 2015, approximately 40 acres of land within the Subject Property theretofore located in Utah County were annexed into Saratoga Springs, and rezoned agricultural with nonconforming, vested and grandfathered, prior exiting rights. Prior to the annexation and rezone, the 40 acres was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

M. A dispute thereafter arose between JD V, LLC, JD VI, LLC, TM Crushing, LLC, Hadco Construction, LLC, and Saratoga Springs concerning the annexation and zoning of the Subject Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant,* Civil No. 150400729 ("Zoning Litigation").

N. By the Zoning Litigation, the named Plaintiffs sought an order of the court (i) vacating the annexation and rezoning of the 40 acres within the Subject Property; (ii) declaring that Saratoga Springs was estopped to rezone the 40 acres within the Subject Property agricultural; and (iii) declaring that Saratoga Springs' actions resulted in a taking of the 40 acres within the Subject Property and awarding Plaintiffs just compensation. Saratoga Springs contests the named Plaintiffs' allegations.

O. The Parties to this Agreement seek to resolve all disputes asserted in the Road Access Litigation and the Zoning Litigation, and all other disputes existing between them, on the terms and conditions set out herein.

AGREEMENT

1. Promptly after execution of this Agreement, Saratoga Springs will rezone the Subject Property from agricultural to industrial pursuant to the terms of the Development Agreement attached as **Exhibit 5** to this Agreement ("Development Agreement").

2. Upon execution of this Agreement, JD V, LLC, JD VI, LLC, and Hadco Construction, LLC will commence negotiations with Rocky Mountain Power and Collins Brothers Land Development, LLC to acquire, over and across properties owned by said entities, a thirty-foot (30') easement and right of way for the construction of a new access road between the Subject Property and SR 73, along the alignment shown on **Exhibit 6** to this Agreement ("New Access Road").

3. Saratoga Springs agrees to cooperate in good faith with JD V, LLC, JD VI, LLC, and Hadco Construction, LLC in the acquisition of the easement rights for the New Access Road but shall not be financially responsible for the acquisition of the easement or construction costs of the New Access Road.

4. Promptly after execution of this Agreement, JD V, LLC, JD VI, LLC, and Hadco Construction, LLC will make application with any and all necessary state or local agencies to secure a traffic light at the intersection of the New Access Road and SR 73 with an alignment with Summit View Drive in Saratoga Springs. Saratoga Springs will cooperate in good faith with JD V, LLC, JD VI, LLC, and Hadco Construction, LLC in said application but is not responsible for any costs associated with the application.

5. In the event that JD V, LLC, JD VI, LLC, and Hadco Construction, LLC are successful in (i) obtaining access road easements from Rocky Mountain Power and Collins Brothers Land Development, LLC for construction of the New Access Road, and (2) obtaining necessary permission from state or local regulatory agencies for the construction of a traffic light at the intersection of the New Access Road and SR 73 with an alignment with Summit View Drive, Hadco Construction, LLC will build, at its sole cost, the New Access Road between SR 73 and the Subject Property. The New Access Road will be improved, but not paved, and will consist of a 30-foot right-of-way with 12 inches of sub-base and 6 inches of gravel road base.

6. Hadco Construction, LLC agrees that thereafter it will, at its sole cost, maintain and repair the New Access Road.

7. Pending acquisition of road easements rights, traffic signaling, and construction of the New Access Road as described above, JD V, LLC, JD VI, LLC, TM Crushing, LLC, Granite Construction Company, and Hadco Construction, LLC shall have the right to continue utilization of the Current Access Road. In the event that JD V, LLC, JD VI, LLC, and/or Hadco Construction, LLC is unable, despite their best efforts, to (1) obtain road easement rights from Rocky Mountain Power and/or Collins Brothers Land Development, LLC for construction of the New Access Road, and/or (2) obtain permission for the construction of a traffic light at the intersection of the New Access Road and SR 73, within three (3) years from the date of this Agreement, JD V, LLC, JD VI, LLC, TM Crushing, LLC, Granite Construction Company, and Hadco Construction, LLC shall all have rights to access the Subject Property via the Current Access Road in perpetuity~~ subject to the City's statutory and common law authority to place reasonable restrictions on the use of the Current Access Road. In addition, the parties acknowledge that third parties may have claims that portions of Old Military Road in the incorporated limits of Saratoga Springs are not part of a public road and that there is only private ownership of such portions. Saratoga Springs shall not be responsible for resolving such disputes pursuant to this Agreement and shall be released from the provisions of this Agreement for such portions~~.

8. Upon final approval by Saratoga Springs of the rezone of the 40 acres of land within the Subject Property to industrial zoning and of the Development Agreement and the expiration of the deadline to file in district court an appeal of the final approvals by Saratoga Springs or final resolution of an appeal of the final approvals by Saratoga Springs, pursuant to Utah Code Ann. § 10-9a-801 (elec. 2016), whichever occurs soonest, the Parties shall execute and file with the Fourth Judicial District Court for Utah County, State of Utah stipulations, joint motions and approved forms of orders, in forms acceptable to all Parties, dismissing the Road Access Litigation and the Zoning Litigation with prejudice and on the merits, the Parties to bear their respective costs and attorney fees.

9. Upon entry of final orders entered by the district court dismissing with prejudice the Road Access Litigation and Zoning Litigation, as part of this Agreement, the Parties, for and on behalf of themselves and their respective owners, officers, employees, agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge each other, together with their officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way connected with the Road Access Litigation and/or the Zoning Litigation.

10. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and integrates all prior conversations, discussions, or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the Parties.

11. This document may be executed in one or more counterparts, which together constitutes one and the same document.

12. This Agreement may not be modified except by an instrument in writing signed by the Parties.

13. Time is the essence of this Agreement and every provision hereof.

14. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

15. The Parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

16. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified, and that the entity being bound has duly authorized execution of this Agreement according to law and its charter documents.

17. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

18. Nothing contained in this Agreement is intended to benefit any person or entity other than the Parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

SARATOGA SPRINGS CITY

By _____
Printed Name _____
Its _____

JD V, LLC

By _____
Printed Name _____
Its _____

JD VI, LLC

By _____
Printed Name _____
Its _____

TM CRUSHING, LLC

By _____
Printed Name _____
Its _____

HADCO CONSTRUCTION, LLC

By _____
Printed Name _____
Its _____

GRANITE CONSTRUCTION COMPANY

By _____
Printed Name _____
Its _____

Exhibit 1
to Agreement of Settlement and Release of Claims
(JD V, LLC property)

Exhibit 2
to Agreement of Settlement and Release of Claims
(JD VI, LLC property)

Exhibit 3
to Agreement of Settlement and Release of Claims

(Subject Property)

Exhibit 4
to Agreement of Settlement and Release of Claims
(Current Access Road)

Exhibit 5
to Agreement of Settlement and Release of Claims
(Development Agreement)

Exhibit 6
to Agreement of Settlement and Release of Claims
(New Access Road)

***** CITY STAFF RECOMMENDED VERSION *****

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined below), by and between the **City of Saratoga Springs**, Utah, a Utah municipal corporation ("**City**)" on the one hand, and **JD V, LLC**, a Utah limited liability company; **JD VI, LLC**, a Utah limited liability company; **TM Crushing, LLC**, a Utah limited liability company; and **Hadco Construction, LLC**, a Utah limited liability company, on the other hand (collectively "**Developer**").

RECITALS:

A. Developer is the owner and developer of approximately 40 acres of land located in Saratoga Springs, Utah ("**Property**"), and is more particularly described in **Exhibit 1** to this Agreement.

B. The Property is part of a larger parcel that, according to Developer, for more than 50 years, has been operated as a gravel pit and clay pit.

C. On or about April 21, 2015, the Property theretofore located in Utah County was annexed into the City and rezoned agricultural. Prior to the annexation and rezone, the Property was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

D. A dispute thereafter arose between Developer and the City concerning the annexation and zoning of the Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant, Civil No. 150400729* ("**Zoning Litigation**").

E. By the Zoning Litigation, the Developer sought an order of the court (i) vacating the annexation and rezoning of the Property; (ii) declaring that the City was estopped to rezone the Property agricultural; and (iii) declaring that the City's actions allegedly resulted in a taking of the Property and awarding Developer just compensation.

F. Large Mine Permit #M0490029, issued by the Utah Division of Oil, Gas & Mining, covers the Property. Developer asserts that before and since the issuance of this mine permit, clay mineral deposits have been and continue to be mined within the Property.

G. The Property is currently zoned agricultural.

H. Developer plans to develop a project consisting of completing mining activities and operations on the Property and, once mining is completed on the Property, developing industrial and commercial improvements and uses within the Property ("**Project**"). Currently, the Project does not meet the agriculture zone and only nonconforming, vested and grandfathered uses would be allowed to continue. Therefore, in order to develop the Project, Developer wishes to place the Property in the industrial zone, as provided in Title 19 of the City Code, as amended ("**Zoning Request**") and wishes to be bound voluntarily by this Agreement in order to be able to develop the Project.

I. To resolve the Zoning Litigation and assist the City in its review of the Zoning Request and to ensure development of the Property, Developer and City desire to enter voluntarily into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property.

J. The City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property and the Project.

K. After holding a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request and this Agreement and forwarded a positive recommendation to the City Council for approval of the Zoning Request and this Agreement.

L. After holding a duly noticed public hearing, the Saratoga Springs City Council ("**City Council**"), approved Developer's Zoning Request and this Agreement.

M. To allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to the applicable ordinances, regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein.

N. Pursuant to its legislative authority under Utah Code § 10-9a-101, *et seq*., and after all required public notice and hearings, in exercising its authority, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, "**Public Purposes**"). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development of the Property and Project thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above, incorporated herein, and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement is effective upon approval by the City Council ("**Effective Date**"). Upon the Effective Date, this Agreement shall be recorded against the Property in the Utah County Recorder's Office, with the Developer to pay all recording fees.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as **Exhibit** 1. In the event of a conflict between the legal description and the property ownership map, the legal description controls. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Vested Rights and City Regulations. Subject to the terms of this Agreement, the future development of the Property (including, but not limited to, the Project) shall be subject to the provisions of the industrial zone as they exist in the version of Title 19 of the Land Development Code of the City in effect on the Effective date and in accordance with this Agreement with respect to zoning; density; and permitted and conditional uses including the matters set forth in **Exhibit 2** to the Agreement (hereinafter "Vested Rights"). Except for requirements that conflict with or restrict the Vested Rights, Developer shall be required to follow requirements of the industrial zone in the City Land Development Code in effect on the date that a completed preliminary plat or site plan application is filed with the City and all application fees are paid (hereinafter "City regulations"). City regulations may include any amendment by the City that is beneficial to Developer, the Vested Rights, or the development and use of the Property and the Project.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer has Vested Rights specified in Section 3 hereof. Developer's vested Rights are expressly conditioned upon substantial compliance with this Agreement.

5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988). Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Developer shall be entitled to prior written notice and a hearing on any such proposed change and its applicability to the

Project.

6. Installation of Improvements Prior to Building Permits. Building permits will not be issued until all applicable fees have been paid and all improvements required in this Agreement and City regulations are (a) installed in accordance with City regulations, (b) accepted by the City in writing, and (c) guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one year as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form mutually acceptable to the City and the Developer. The City may allow issuance of building permits prior to installation of all improvements in accordance with City regulations.

7. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property pursuant to the Project according to City regulations. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate promptly the water rights proposed for conveyance and may refuse to accept any right that the City reasonably determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with City regulations. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement.

c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement. City shall provide service to Developer's property and maintain the improvements upon dedication to the City and acceptance in writing by the City at

the end of the performance bond period (as specified in City regulations), so long as the improvements meet the requirements of City regulations and any applicable special service district.

9. Landscaping. Developer shall install landscaping improvements required by City regulations. Developer or a property association shall maintain the landscaping improvements in perpetuity.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with the City regulations and this Agreement. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

12. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

13. Sewer Fees. Timpanogos Special Service District ("**TSSD**") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.

14. Other Fees. The City may charge, on the same basis charged other owners of property within the City's municipal boundaries, other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement. Developer reserves its rights to challenge impact fees pursuant to the Utah Impact Fees Act, Utah Code Ann. §§ 11-36a-101 *et seq*. or any other fees imposed by the City or any other service provider.

15. Plat, Site Plan, or Development Plan Approval. Developer shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (referred to in this Section as "**Plans**") for the portion of the Property being developed.

a. In particular, the Plans shall meet the following requirements:

i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets the City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;

ii. comply with City regulations applicable to drainage, utilities, and traffic;

iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and

b. Developer shall:

i. comply with this Agreement and the Zoning Request;

ii. comply with City regulations;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if the Plans meet the standards and requirements enumerated herein and substantially conform to City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and City regulations; provided, however, that nothing herein stated shall prevent, or be deemed to limit or modify, any use of the Property by Developer which has hitherto been in practice, including (but not limited to) mining activities thereon.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement, Developer may proceed by constructing the Project all at one time or in phases as allowed in City regulations.

f. Wildland-Urban Interface Code. To the extent applicable to the Property and the Project and in accordance with City regulations, prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the version of the Wildland-Urban Interface Code in effect on the Effective Date.

16. Time of Approval. Any approval required by this Agreement may not be unreasonably withheld, conditioned or delayed and shall be made in accordance with the Agreement and City regulations.

17. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("**Transfer**") to a third party ("**Transferee**"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 17.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat is not a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer is released forever from any further obligations under this Agreement pertaining to such lot or dwelling unit.

18. Default.

a. Events of Default. Upon the happening of one or more of the following

events or conditions, Developer or City, as applicable, shall be in default ("**Default**") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement are intentionally false or misleading in any material respect when it was made;

ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 18.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, economic or market conditions, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

19. Rights of Access. After providing written notice to Developer not less than 48 hours prior to each investigation event, the City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required by City regulations.

20. Duration. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. Taking into account economic market conditions, so long as Developer is using commercially reasonable efforts to complete the mining of the Property and thereafter the development of the Project and is not in breach of any material term herein, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. The Parties may mutually agree in writing to extend the duration of this Agreement beyond the foregoing terms. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute a recordable instrument in form acceptable to both Parties confirming that this Agreement has been fully performed or terminated.

21. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements of this Agreement and City regulations.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Descriptions

Exhibit 2 2016 Code

24. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be

separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce City regulations and the terms of this Agreement by seeking an injunction to compel compliance or any other remedy at law or equity.

h. No Waiver. Failure of a party hereto to exercise any right hereunder is not a waiver of any such right and does not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit herein unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto

reimbursement for all attorney fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorney fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon actual receipt if sent by registered or certified mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer:	John D. Hadfield Hadco Construction 1850 North 1450 West Lehi, UT 84043 With a copy to: Bradley R. Cahoon Snell & Wilmer L.L.P. 15 West South Temple St., Ste 1200 Salt Lake City, UT 84101
To the City:	City Manager City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045 With a copy to: City Attorney City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed in counterparts and delivered by email, then an original shall be provided to the other party within seven days.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees,

consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any breach of this Agreement by Developer any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

o. Limitation on Damages. Any breach of this Agreement shall not give rise to monetary damages but shall be enforceable only by resort to an action for specific performance and injunctive relief. The Parties agree that any breach of this Agreement will result in irreparable harm and cannot be adequately compensated by monetary damages and on this basis, hereby consent to entry of preliminary and permanent injunctive relief to resolve any breach.

p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has substantially failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 18 hereof. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with

the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. As of the Effective Date, Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon all parties and their respective successors, successors-in-title, heirs and assigns; and (iii) touch, concern and run with the Property.

u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the Effective Date.

CITY:

ATTEST**:**

CITY OF SARATOGA SPRINGS, a political subdivision of the State of Utah

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

JD V, LLC, a Utah limited liability company

By: _____
Its: _____

JD VI, LLC, a Utah limited liability company

By: _____
Its: _____

Hadco Construction, LLC, a Utah limited liability company	TM Crushing, LLC, a Utah limited liability company
By: _____ Its: _____	By: _____ Its: _____

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **City of Saratoga Springs**, a political subdivision of the State of Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____ of the **City Recorder's Office of City of Saratoga Springs**, a political subdivision of the State of Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **JD V, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **JD VI, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **TM Crushing, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **Hadco Construction, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

Exhibit Summary

Exhibit 1	Property Ownership Map, Vicinity Map, and Legal Description
Exhibit 2	2016 Code
Exhibit 3	Declaration prohibiting sexually oriented business

Exhibit 1
to Development Agreement
(Property Ownership Map, Vicinity Map, and Legal Description)

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 1 (6 2/3 acre parcel a portion of said boundary being described as):

Beginning at a point which is North 89°46’48” East 566.11 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07’32” West 1345.39 feet to the sixteenth Section line; thence South 89°41’34” East 216.01 feet; thence South 00°07’32” East 1343.41 feet the Section line; thence South 89°46’48” West 216.01 feet to the point of beginning.

Tax Parcel No. 58-022-0114

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 2 (16 2/3 acre parcel a portion of said boundary being described as: (“The Exchange Parcel”):

Beginning at a point which is North 89°46’48” East 782.12 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07’32” West 1343.41 feet to the sixteenth Section line; thence South 89°41’34” East 541.43 feet; thence South 00°07’32” East 1338.42 feet to a found monument at the sixteenth corner; thence South 89°46’48” West 541.42 feet to the point of beginning.

Tax Parcel No. 58-022-0115

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 3 (Remainder parcel a portion of said boundary being described as: (“The Deed of Trust Parcel”):

Beginning at the Southwest corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 0°32’58” East 1364.90 feet; thence South 89°36’23” East 2634.37 feet to a found monument at the sixteenth corner; thence South 89°41’34” East 576.41 feet; thence South 0°07’32” East 1345.39 feet; South 89°46’48” West

566.11 feet to a found brass cap monument at the South Quarter corner; thence North 89°54’57” West 2660.60 feet to the point of beginning.

Tax Parcel No. 58-022-0121

Exhibit 2
to Development Agreement
(2016 Code)

19.04.24. Industrial (I).

1. **Purpose.** The purpose of the Industrial Land Use Zone is to allow for large lot industrial and manufacturing development in appropriate locations. Development under these regulations should provide for certain types of offices, commercial and industrial operations in a business park setting characterized by large buffer strips, open space and landscaping requirements, and quality site development standards.
2. **Permitted Uses.** The uses identified in 19.04.07.3 as Permitted Uses in the Industrial Zone.
3. **Conditional Uses.** The Industrial Zone allows the Conditional Uses identified in 19.04.07.3.
4. **Child Care Center Services.**
    - a As an ancillary component of the above listed Permitted and Conditional Uses, employers in this zone may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.
    - b Due to the inherent dangers of some Industrial uses and environments, the City Council reserves the right to preclude or restrict the ancillary provision of Child Care services within a building.
5. **Minimum Development Size and Lot Size.**
    - a The minimum size requirement for developments in this zone is ten acres. Lots within a ten acre development may be created based upon an approved Master Development Agreement as described herein; however, in no case shall any parcel in this zone be smaller than 20,000 square feet.
    - b All developments in this zone are required to submit a Master Development Plan as part of the Master Development Agreement that includes maps and descriptions of how the entire ten acres is anticipated to be developed. See Chapters 19.13 and 19.14 for details regarding how to process developments under these regulations.
    - c All uses, lots or parcels in this zone shall be of sufficient size to assure compliance with the City's parking, landscaping, utilities, Site Plan, and other land development regulations that may govern all or a portion of each project.
6. **Setbacks and Yard Requirements.**
    - a The yard requirements in this Subsection are intended to describe the amount of space required between buildings and property lines.
    - b All buildings in this zone are required to maintain minimum setbacks as follows:

i Front: Not less than fifty feet.

ii Sides: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process.

iii Rear: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of fifty feet.

iv Exceptions: The City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. The City Council may consider the quality of the proposed building materials, landscaping improvements, or other buffers to determine if an aesthetically pleasing public view of the site will be created.

v Other general requirements: In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

7. **Maximum Height of Structures.** No structure in this zone shall be taller than fifty feet.

8. **Lot Coverage.** Buildings shall not cover more than fifty percent of the total lot area.

9. **Development Standards.** The following development standards shall apply to this zone:

a Architectural Review. The Development Review Committee shall review the Site Plan and building elevations. The Development Review Committee shall offer recommendations for architectural design of buildings and structures to assure compatibility with adjacent development and the vision of the Land Use Element of the General Plan and with the City's policies and regulations concerning architecture and design.

b Landscaping Buffers. Required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than fifteen feet as approved through the Site Plan review process. There shall be a minimum of ten feet of landscaping between parking areas and side or rear property lines adjacent to agricultural and residential land uses. See Chapter 19.09, Off-street Parking Requirements.

c Landscaping Required. All landscaping shall be completed in accordance with the approved Site Plan and shall be installed prior to the issuance of a Certificate of

Occupancy for the building. The Building Official may approve exceptions as seasonal conditions warrant. Any proposed change to the approved landscaping plan will require an amended Site Plan approval. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved Site Plan and in compliance with the requirements of Chapter 19.06, Landscaping.

10. **Uses Within Buildings.**

    a All uses in the Industrial Zone shall be conducted entirely within a fully enclosed building except those uses deemed by the City Council to be customarily and appropriately conducted outside. Such uses include, automobile refueling stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.

    b Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the City Council deems such storage to be customarily and appropriately conducted outside.

11. **Trash Storage.** All trash or garbage storage (other than individual garbage cans) shall comply with Section 19.14.04(4), which section is incorporated herein by this reference.

12. **Buffering/Screening Requirements.**

    a A wall, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an agricultural or residential use. Such a wall, fence, or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the City Council as part of a Site Plan review. Such wall, fence, or landscaping shall be maintained in good condition with no advertising thereon.

    b All developments shall have a minimum number of both deciduous and evergreen trees and shall further comply with the requirements of Chapter 19.06, Landscaping.

13. **Landscaping Requirements**

    a A minimum of twenty percent of the gross area of land to be developed in the Industrial zone shall be devoted to use as parks, recreation areas, open space, planting or other public purposes other than rights-of-way, utility easements, and parking areas.

    b Public and private trails and any natural or man-made floodways, lakes, or storm water retention areas may be used to satisfy the requirement in Subsection a.

Ord. 16-01Ord. 14-13(Ord. 16-01, Ord. 14-13)

[Exhibit 2 to Development Agreement continues onto next page]

3. Permitted and Conditional Uses by Zone-Commercial:

The following table lists the Permitted and Conditional uses for the Nonresidential Zones in the City of Saratoga Springs. Empty boxes mean that the use is prohibited in that zone. Uses not listed are also prohibited.

P= Permitted C= Conditional

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Alcoholic Beverage, Package Agency					C				
Alcoholic Beverage, State Liquor Store					C				
Animal Hospital, Large/Large Veterinary Office	C	C	P	P					
Animal Hospital, Small/Small Veterinary Office	C	C	P	P					
Arts & Crafts Sales	C	P	P			P			
Automobile Refueling Station		C	C	C	C				
Automobile Rental & Leasing Agency			C	C	P		C[A]		
Automobile Repair, Major				C	C				
Automobile Repair, Minor			C	C	C		C[E]		
Automobile Sales			C		C				
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service			C	C	P				
Bakery, Commercial				C	C				
Bakery, Retail	P	P	P			P	C		
Bed and Breakfast		C				C			
Bookstore	P	P	P			P	P[A]C[E]		
Building Material Sales (with outdoor storage)			C	C	P				
Building Material Sales (without outdoor storage)			C	C	C				
Bus Lot									P
Car Wash (full service)			C				C[A]		
Car Wash (self service)			C	C	C				
	NC	MU	RC*	OW	I	MW	BP	IC	PSBL

Child Care Center	C	C	C			C^{A}	C^{A}		
Churches	C	C				C		P	
Commercial & industrial laundries				C	P				
Commercial Recreation		C	C	C	C	P			
Commuter/Light Rail Station			P	P	P		C	C	
Contract construction services establishments				C	P				
Contract Services Office				P	P				
Convenience Store		C	P	C			C^{E}		
Convenience Store/Fast Food Combination			C				C^{E}		
Copy Center	C	P	P	C			C^{A}		
Crematory/Embalming Facility				C	C				
Dry Cleaners	C	P	P				$C^{E/A}$		
Dwelling, Above commercial		P	C			P			
Dwelling, Multi-Family		P				P			
Dwelling, Single-Family		P				P			
Dwelling, Three-Family		P				P			
Dwelling, Two-Family		P				P			
Educational Center	C	C	C	C			C	P	
Electronic Media Rental & Sales		C	P						
Electronic Sales & Repair		C	P				C^{A}		
Equipment Sales & Services			C		P				
Financial Institution		P	P				P^{A}		
Fitness Center (5,000 sq. ft. or less)	P	P	P	P		P	P^{A}		
Fitness Center(5,001 sq. ft. or larger)	C	C	C	C			C^{A}		
Floral Sales	P	P	P			P	P^{A}		
Fueling Station									P
Fueling Station, Cardlock Facility									P
Funeral Home	C	C	C						
Grocery Store		C	P			P			
Hair Salon	P	P	P			P			
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Hardware & Home Improvement Retail		C	P						
Home Occupations	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08
Hospital			P				C	P	
Hotels			C	C	C	C	C		
Ice Cream Parlor	P	P	P			P	C[A]		
Impound Yard					C				
Kennel, Commercial			C	C	P				
Laundromat			C	C	C				
Library		P	P					P	
Light Manufacturing				C	C		C		
Marina						P			
Mining					C				
Mixed Use		P				P			
Neighborhood Grocery Store		P				P			
Motels			C	C	C	C			
Non-Depository Institutions			C						
Office, High Intensity				P	C		C		
Office, Medical and Health Care	C	C	P				P	C[A]	
Office, Professional	C	P	P	P	C	P	P		
Public Parks, playgrounds, recreation areas, or other park improvements	P	P	P	P	P	P	P	P	P
Pawn Shop				C	C				
Personal Service Establishment	C	C		C		C	C[A]		
Plant & Tree Nursery	C		C	C	P				
Postal Center	C	C	P	C			P[A]	P	
Preschool	C	C	C			C[A]	C[A]		
Printing, lithography & publishing establishments				C	C		P		
Public & private utility building or facility			C	C	C	C		C	C
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	
Reception Centers	C	C	P			P	C		

Recreation Center			C		C	C			
Recreation Rentals			P			P			
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**
Recreational Vehicle Sales			C						
Recycling Facilities					C				
Research & Development			C	C	C		P	C[A]	
Residential facilities for elderly persons		C				C			
Residential Facilities for Persons with a Disability		C				C			
Restaurant, Casual			P	C		C[E]	C[E]		
Restaurant, Deli	P	P	P			P	C[A]		
Restaurant, Sit Down	P	P	P	P		P	P[E]		
Retail Sales	P	P	P	P		P	C[A]		
Retail, Big Box			C						
Retail, Specialty	P	P	P	P		P			
Retail, Tobacco Specialty Store				C	C				
School, Public	P	P	P	P	P	P	P	P	P
School, Trade or Vocational				P	P		P	P	
~~Sexually Oriented Businesses~~					~~P~~				
Shooting Range, indoor or outdoor				C	C				
Storage, Self-Storage, or Mini Storage Units				C	C				
Storage, Outdoor					C				
Storage, Vehicle					C				
Tattoo Parlor					C				
Temporary Sales Trailer		T							
Theater			C			C			
Transit-Oriented Development (TOD)		P				P	C		
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

[A] The noted Uses shall be allowed in the listed zones as an ancillary use only.

[E] The noted Uses shall be allowed in the listed zones as an edge use only.

*As an ancillary component of the identified Permitted and Conditional Uses, employers may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.

JD V, LLC, a Utah limited liability company

By: _____
Its: _____

JD VI, LLC, a Utah limited liability company

By: _____
Its: _____

***** HADCO, JD V, ETC. RECOMMENDED VERSION *****

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined below), by and between the **City of Saratoga Springs**, Utah, a Utah municipal corporation ("**City**)" on the one hand, and **JD V, LLC**, a Utah limited liability company; **JD VI, LLC**, a Utah limited liability company; **TM Crushing, LLC**, a Utah limited liability company; and **Hadco Construction, LLC**, a Utah limited liability company, on the other hand (collectively "**Developer**").

RECITALS:

A. Developer is the owner and developer of approximately 40 acres of land located in Saratoga Springs, Utah ("**Property**"), and is more particularly described in **Exhibit 1** to this Agreement.

B. The Property is part of a larger parcel that, according to Developer, for more than 50 years, has been operated as a gravel pit and clay pit.

C. On or about April 21, 2015, the Property theretofore located in Utah County was annexed into the City and rezoned agricultural. Prior to the annexation and rezone, the Property was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

D. A dispute thereafter arose between Developer and the City concerning the annexation and zoning of the Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant, Civil No. 150400729* ("**Zoning Litigation**").

E. By the Zoning Litigation, the Developer sought an order of the court (i) vacating the annexation and rezoning of the Property; (ii) declaring that the City was estopped to rezone the Property agricultural; and (iii) declaring that the City's actions allegedly resulted in a taking of the Property and awarding Developer just compensation.

F. Large Mine Permit #M0490029, issued by the Utah Division of Oil, Gas & Mining, covers the Property. Developer asserts that before and since the issuance of this mine permit, clay mineral deposits have been and continue to be mined within the Property.

G. The Property is currently zoned agricultural.

H. Developer plans to develop a project consisting of completing mining activities and operations on the Property and, once mining is completed on the Property, developing industrial and commercial improvements and uses within the Property ("**Project**"). Currently, the Project does not meet the agriculture zone and only nonconforming, vested and grandfathered uses would be allowed to continue. Therefore, in order to develop the Project, Developer wishes to place the Property in the industrial zone, as provided in Title 19 of the City Code, as amended ("**Zoning Request**") and wishes to be bound voluntarily by this Agreement in order to be able to develop the Project.

I. To resolve the Zoning Litigation and assist the City in its review of the Zoning Request and to ensure development of the Property, Developer and City desire to enter voluntarily into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property.

J. The City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property and the Project.

K. After holding a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request and this Agreement and forwarded a positive recommendation to the City Council for approval of the Zoning Request and this Agreement.

L. After holding a duly noticed public hearing, the Saratoga Springs City Council ("**City Council**"), approved Developer's Zoning Request and this Agreement.

M. To allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to the applicable ordinances, regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein.

N. Pursuant to its legislative authority under Utah Code § 10-9a-101, *et seq*., and after all required public notice and hearings, in exercising its authority, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, "**Public Purposes**"). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development of the Property and Project thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above, incorporated herein, and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement is effective upon approval by the City Council ("**Effective Date**"). Upon the Effective Date, this Agreement shall be recorded against the Property in the Utah County Recorder's Office, with the Developer to pay all recording fees.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as **Exhibit** 1. In the event of a conflict between the legal description and the property ownership map, the legal description controls. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Vested Rights and City Regulations. Subject to the terms of this Agreement, the future development of the Property (including, but not limited to, the Project) shall be subject to the provisions of the industrial zone as they exist in the version of Title 19 of the Land Development Code of the City ~~in effect on the Effective date~~ and in accordance with this Agreement with respect to zoning; density; building square footage, massing, height, setbacks, configurations; and permitted and conditional uses including the matters set forth in **Exhibit 2** to the Agreement (hereinafter "Vested Rights"). Except for requirements that conflict with or restrict the Vested Rights, Developer shall be required to follow requirements of the industrial zone in the City Land Development Code in effect on the date that a completed preliminary plat or site plan application is filed with the City and all application fees are paid (hereinafter "City regulations"). City regulations may include any amendment by the City that is beneficial to Developer, the Vested Rights, or the development and use of the Property and the Project.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer has Vested Rights specified in Section 3 hereof. Developer's vested Rights are expressly conditioned upon substantial compliance with this Agreement.

5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988). Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Developer shall be entitled to prior written notice and a hearing on any such proposed change and its applicability to the

Project.

6. Installation of Improvements Prior to Building Permits. Building permits will not be issued until all applicable fees have been paid and all improvements required in this Agreement and City regulations are (a) installed in accordance with City regulations, (b) accepted by the City in writing, and (c) guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one year as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form mutually acceptable to the City and the Developer. The City may allow issuance of building permits prior to installation of all improvements in accordance with City regulations.

7. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property pursuant to the Project according to City regulations. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate promptly the water rights proposed for conveyance and may refuse to accept any right that the City reasonably determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with City regulations. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement.

c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement. City shall provide service to Developer's property and maintain the improvements upon dedication to the City and acceptance in writing by the City at

the end of the performance bond period (as specified in City regulations), so long as the improvements meet the requirements of City regulations and any applicable special service district.

9. Landscaping. Developer shall install landscaping improvements required by City regulations. Developer or a property association shall maintain the landscaping improvements in perpetuity.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with the City regulations and this Agreement. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

12. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

13. Sewer Fees. Timpanogos Special Service District ("**TSSD**") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.

14. Other Fees. The City may charge, on the same basis charged other owners of property within the City's municipal boundaries, other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement. Developer reserves its rights to challenge impact fees pursuant to the Utah Impact Fees Act, Utah Code Ann. §§ 11-36a-101 *et seq*. or any other fees imposed by the City or any other service provider.

15. Plat, Site Plan, or Development Plan Approval. Developer shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (referred to in this Section as "**Plans**") for the portion of the Property being developed.

a. In particular, the Plans shall meet the following requirements:

i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets the City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;

ii. comply with City regulations applicable to drainage, utilities, and traffic;

iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and

b. Developer shall:

i. comply with this Agreement and the Zoning Request;

ii. comply with City regulations;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if the Plans meet the standards and requirements enumerated herein and substantially conform to City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and City regulations; provided, however, that nothing herein stated shall prevent, or be deemed to limit or modify, any use of the Property by Developer which has hitherto been in practice, including (but not limited to) mining activities thereon.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement, Developer may proceed by constructing the Project all at one time or in phases as allowed in City regulations.

f. Wildland-Urban Interface Code. To the extent applicable to the Property and the Project and in accordance with City regulations, prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the version of the Wildland-Urban Interface Code in effect on the Effective Date.

16. Time of Approval. Any approval required by this Agreement may not be unreasonably withheld, conditioned or delayed and shall be made in accordance with the Agreement and City regulations.

17. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("**Transfer**") to a third party ("**Transferee**"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 17.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat is not a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer is released forever from any further obligations under this Agreement pertaining to such lot or dwelling unit.

18. Default.

a. Events of Default. Upon the happening of one or more of the following

events or conditions, Developer or City, as applicable, shall be in default ("**Default**") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement are intentionally false or misleading in any material respect when it was made;

ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 18.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, economic or market conditions, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

19. Rights of Access. After providing written notice to Developer not less than 48 hours prior to each investigation event, the City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required by City regulations.

20. Duration. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. Taking into account economic market conditions, so long as Developer is using commercially reasonable efforts to complete the mining of the Property and thereafter the development of the Project Agreement~~Project and is not in breach of any material term herein~~, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. The Parties may mutually agree in writing to extend the duration of this Agreement beyond the foregoing terms. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute a recordable~~a recordable~~ instrument in form acceptable to both Parties confirming that this Agreement has been fully performed or terminated.

21. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements of this Agreement and City regulations.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Descriptions

Exhibit 2 2016 Code

24. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be

separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce City regulations and the terms of this Agreement by seeking an injunction to compel compliance or any other remedy at law or equity.

h. No Waiver. Failure of a party hereto to exercise any right hereunder is not a waiver of any such right and does not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit herein unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto

reimbursement for all attorney fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorney fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon actual receipt if sent by registered or certified mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer:	John D. Hadfield Hadco Construction 1850 North 1450 West Lehi, UT 84043 With a copy to: Bradley R. Cahoon Snell & Wilmer L.L.P. 15 West South Temple St., Ste 1200 Salt Lake City, UT 84101
To the City:	City Manager City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045 With a copy to: City Attorney City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed in counterparts and delivered by email, then an original shall be provided to the other party within seven days.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees,

consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any any breach of this Agreement by Developer~~breach of this Agreement by Developer any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards~~.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

o. Limitation on Damages. Any breach of this Agreement shall not give rise to monetary damages but shall be enforceable only by resort to an action for specific performance and injunctive relief. The Parties agree that any breach of this Agreement will result in irreparable harm and cannot be adequately compensated by monetary damages and on this basis, hereby consent to entry of preliminary and permanent injunctive relief to resolve any breach.

p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has substantially failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 18 hereof. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any

threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. As of the Effective Date, Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon all parties and their respective successors, successors-in-title, heirs and assigns; and (iii) touch, concern and run with the Property.

u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the Effective Date.

CITY:

ATTEST**:**

CITY OF SARATOGA SPRINGS, a political subdivision of the State of Utah

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

JD V, LLC, a Utah limited liability company

By: _____
Its: _____

JD VI, LLC, a Utah limited liability company

By: _____
Its: _____

Hadco Construction, LLC, a Utah limited liability company

By: _____
Its: _____

TM Crushing, LLC, a Utah limited liability company

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **City of Saratoga Springs**, a political subdivision of the State of Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____ of the **City Recorder's Office of City of Saratoga Springs**, a political subdivision of the State of Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **JD V, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **JD VI, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **TM Crushing, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ _____, the _____ of **Hadco Construction, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

Exhibit Summary

Exhibit 1	Property Ownership Map, Vicinity Map, and Legal Description
Exhibit 2	2016 Code
Exhibit 3	Declaration prohibiting sexually oriented business

Exhibit 1
to Development Agreement
(Property Ownership Map, Vicinity Map, and Legal Description)

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 1 (6 2/3 acre parcel a portion of said boundary being described as):

Beginning at a point which is North 89°46’48” East 566.11 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07’32” West 1345.39 feet to the sixteenth Section line; thence South 89°41’34” East 216.01 feet; thence South 00°07’32” East 1343.41 feet the Section line; thence South 89°46’48” West 216.01 feet to the point of beginning.

Tax Parcel No. 58-022-0114

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 2 (16 2/3 acre parcel a portion of said boundary being described as: (“The Exchange Parcel”):

Beginning at a point which is North 89°46’48” East 782.12 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07’32” West 1343.41 feet to the sixteenth Section line; thence South 89°41’34” East 541.43 feet; thence South 00°07’32” East 1338.42 feet to a found monument at the sixteenth corner; thence South 89°46’48” West 541.42 feet to the point of beginning.

Tax Parcel No. 58-022-0115

Property Legal Description:

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 3 (Remainder parcel a portion of said boundary being described as: (“The Deed of Trust Parcel”):

Beginning at the Southwest corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 0°32’58” East 1364.90 feet; thence South 89°36’23” East 2634.37 feet to a found monument at the sixteenth corner; thence South 89°41’34” East 576.41 feet; thence South 0°07’32” East 1345.39 feet; South 89°46’48” West

566.11 feet to a found brass cap monument at the South Quarter corner; thence North 89°54’57” West 2660.60 feet to the point of beginning.

Tax Parcel No. 58-022-0121

Exhibit 2
to Development Agreement
(2016 Code)

19.04.24. Industrial (I).

1. **Purpose.** The purpose of the Industrial Land Use Zone is to allow for large lot industrial and manufacturing development in appropriate locations. Development under these regulations should provide for certain types of offices, commercial and industrial operations in a business park setting characterized by large buffer strips, open space and landscaping requirements, and quality site development standards.
2. **Permitted Uses.** The uses identified in 19.04.07.3 as Permitted Uses in the Industrial Zone.
3. **Conditional Uses.** The Industrial Zone allows the Conditional Uses identified in 19.04.07.3.
4. **Child Care Center Services.**
    - a As an ancillary component of the above listed Permitted and Conditional Uses, employers in this zone may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.
    - b Due to the inherent dangers of some Industrial uses and environments, the City Council reserves the right to preclude or restrict the ancillary provision of Child Care services within a building.
5. **Minimum Development Size and Lot Size.**
    - a The minimum size requirement for developments in this zone is ten acres. Lots within a ten acre development may be created based upon an approved Master Development Agreement as described herein; however, in no case shall any parcel in this zone be smaller than 20,000 square feet.
    - b All developments in this zone are required to submit a Master Development Plan as part of the Master Development Agreement that includes maps and descriptions of how the entire ten acres is anticipated to be developed. See Chapters 19.13 and 19.14 for details regarding how to process developments under these regulations.
    - c All uses, lots or parcels in this zone shall be of sufficient size to assure compliance with the City's parking, landscaping, utilities, Site Plan, and other land development regulations that may govern all or a portion of each project.
6. **Setbacks and Yard Requirements.**
    - a The yard requirements in this Subsection are intended to describe the amount of space required between buildings and property lines.
    - b All buildings in this zone are required to maintain minimum setbacks as follows:

i Front: Not less than fifty feet.

ii Sides: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process.

iii Rear: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of fifty feet.

iv Exceptions: The City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. The City Council may consider the quality of the proposed building materials, landscaping improvements, or other buffers to determine if an aesthetically pleasing public view of the site will be created.

v Other general requirements: In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

7. **Maximum Height of Structures.** No structure in this zone shall be taller than fifty feet.

8. **Lot Coverage.** Buildings shall not cover more than fifty percent of the total lot area.

9. **Development Standards.** The following development standards shall apply to this zone:

a Architectural Review. The Development Review Committee shall review the Site Plan and building elevations. The Development Review Committee shall offer recommendations for architectural design of buildings and structures to assure compatibility with adjacent development and the vision of the Land Use Element of the General Plan and with the City's policies and regulations concerning architecture and design.

b Landscaping Buffers. Required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than fifteen feet as approved through the Site Plan review process. There shall be a minimum of ten feet of landscaping between parking areas and side or rear property lines adjacent to agricultural and residential land uses. See Chapter 19.09, Off-street Parking Requirements.

c Landscaping Required. All landscaping shall be completed in accordance with the approved Site Plan and shall be installed prior to the issuance of a Certificate of

Occupancy for the building. The Building Official may approve exceptions as seasonal conditions warrant. Any proposed change to the approved landscaping plan will require an amended Site Plan approval. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved Site Plan and in compliance with the requirements of Chapter 19.06, Landscaping.

10. **Uses Within Buildings.**

    a All uses in the Industrial Zone shall be conducted entirely within a fully enclosed building except those uses deemed by the City Council to be customarily and appropriately conducted outside. Such uses include, automobile refueling stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.

    b Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the City Council deems such storage to be customarily and appropriately conducted outside.

11. **Trash Storage.** All trash or garbage storage (other than individual garbage cans) shall comply with Section 19.14.04(4), which section is incorporated herein by this reference.

12. **Buffering/Screening Requirements.**

    a A wall, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an agricultural or residential use. Such a wall, fence, or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the City Council as part of a Site Plan review. Such wall, fence, or landscaping shall be maintained in good condition with no advertising thereon.

    b All developments shall have a minimum number of both deciduous and evergreen trees and shall further comply with the requirements of Chapter 19.06, Landscaping.

13. **Landscaping Requirements**

    a A minimum of twenty percent of the gross area of land to be developed in the Industrial zone shall be devoted to use as parks, recreation areas, open space, planting or other public purposes other than rights-of-way, utility easements, and parking areas.

    b Public and private trails and any natural or man-made floodways, lakes, or storm water retention areas may be used to satisfy the requirement in Subsection a.

Ord. 16-01Ord. 14-13(Ord. 16-01, Ord. 14-13)

[Exhibit 2 to Development Agreement continues onto next page]

3. Permitted and Conditional Uses by Zone-Commercial:

The following table lists the Permitted and Conditional uses for the Nonresidential Zones in the City of Saratoga Springs. Empty boxes mean that the use is prohibited in that zone. Uses not listed are also prohibited.

P= Permitted C= Conditional

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Alcoholic Beverage, Package Agency					C				
Alcoholic Beverage, State Liquor Store					C				
Animal Hospital, Large/Large Veterinary Office	C	C	P	P					
Animal Hospital, Small/Small Veterinary Office	C	C	P	P					
Arts & Crafts Sales	C	P	P			P			
Automobile Refueling Station		C	C	C	C				
Automobile Rental & Leasing Agency			C	C	P		C^{A}		
Automobile Repair, Major				C	C				
Automobile Repair, Minor			C	C	C		C^{E}		
Automobile Sales			C		C				
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service			C	C	P				
Bakery, Commercial				C	C				
Bakery, Retail	P	P	P			P	C		
Bed and Breakfast		C				C			
Bookstore	P	P	P			P	$P^{A}C^{E}$		
Building Material Sales (with outdoor storage)			C	C	P				
Building Material Sales (without outdoor storage)			C	C	C				
Bus Lot									P
Car Wash (full service)			C				C^{A}		
Car Wash (self service)			C	C	C				
	NC	MU	RC*	OW	I	MW	BP	IC	PSBL

Child Care Center	C	C	C			C^{A}	C^{A}		
Churches	C	C				C		P	
Commercial & industrial laundries				C	P				
Commercial Recreation		C	C	C	C	P			
Commuter/Light Rail Station			P	P	P		C	C	
Contract construction services establishments				C	P				
Contract Services Office				P	P				
Convenience Store		C	P	C			C^{E}		
Convenience Store/Fast Food Combination			C				C^{E}		
Copy Center	C	P	P	C			C^{A}		
Crematory/Embalming Facility				C	C				
Dry Cleaners	C	P	P				$C^{E/A}$		
Dwelling, Above commercial		P	C			P			
Dwelling, Multi-Family		P				P			
Dwelling, Single-Family		P				P			
Dwelling, Three-Family		P				P			
Dwelling, Two-Family		P				P			
Educational Center	C	C	C	C			C	P	
Electronic Media Rental & Sales		C	P						
Electronic Sales & Repair		C	P				C^{A}		
Equipment Sales & Services			C		P				
Financial Institution		P	P				P^{A}		
Fitness Center (5,000 sq. ft. or less)	P	P	P	P		P	P^{A}		
Fitness Center(5,001 sq. ft. or larger)	C	C	C	C			C^{A}		
Floral Sales	P	P	P			P	P^{A}		
Fueling Station									P
Fueling Station, Cardlock Facility									P
Funeral Home	C	C	C						
Grocery Store		C	P			P			
Hair Salon	P	P	P			P			
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Hardware & Home Improvement Retail		C	P						
Home Occupations	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08	See §19.08
Hospital			P				C	P	
Hotels			C	C	C	C	C		
Ice Cream Parlor	P	P	P			P	C[A]		
Impound Yard					C				
Kennel, Commercial			C	C	P				
Laundromat			C	C	C				
Library		P	P					P	
Light Manufacturing				C	C		C		
Marina						P			
Mining					C				
Mixed Use		P				P			
Neighborhood Grocery Store		P				P			
Motels			C	C	C	C			
Non-Depository Institutions			C						
Office, High Intensity				P	C		C		
Office, Medical and Health Care	C	C	P				P	C[A]	
Office, Professional	C	P	P	P	C	P	P		
Public Parks, playgrounds, recreation areas, or other park improvements	P	P	P	P	P	P	P	P	P
Pawn Shop				C	C				
Personal Service Establishment	C	C		C		C	C[A]		
Plant & Tree Nursery	C		C	C	P				
Postal Center	C	C	P	C			P[A]	P	
Preschool	C	C	C			C[A]	C[A]		
Printing, lithography & publishing establishments				C	C		P		
Public & private utility building or facility			C	C	C	C		C	C
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	
Reception Centers	C	C	P			P	C		

Recreation Center			C		C	C			
Recreation Rentals			P			P			
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**
Recreational Vehicle Sales			C						
Recycling Facilities					C				
Research & Development			C	C	C		P	C[A]	
Residential facilities for elderly persons		C				C			
Residential Facilities for Persons with a Disability		C				C			
Restaurant, Casual			P	C		C[E]	C[E]		
Restaurant, Deli	P	P	P			P	C[A]		
Restaurant, Sit Down	P	P	P	P		P	P[E]		
Retail Sales	P	P	P	P		P	C[A]		
Retail, Big Box			C						
Retail, Specialty	P	P	P	P		P			
Retail, Tobacco Specialty Store				C	C				
School, Public	P	P	P	P	P	P	P	P	P
School, Trade or Vocational				P	P		P	P	
~~Sexually Oriented Businesses~~					~~P~~				
Shooting Range, indoor or outdoor				C	C				
Storage, Self-Storage, or Mini Storage Units				C	C				
Storage, Outdoor					C				
Storage, Vehicle					C				
Tattoo Parlor					C				
Temporary Sales Trailer		T							
Theater			C			C			
Transit-Oriented Development (TOD)		P				P	C		
	NC	**MU**	**RC***	**OW**	**I**	**MW**	**BP**	**IC**	**PSBL**

[A] The noted Uses shall be allowed in the listed zones as an ancillary use only.

[E] The noted Uses shall be allowed in the listed zones as an edge use only.

*As an ancillary component of the identified Permitted and Conditional Uses, employers may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.

JD V, LLC, a Utah limited liability company

By: _____
Its: _____

JD VI, LLC, a Utah limited liability company

By: _____
Its: _____

Saratoga Springs, Utah

August 16, 2016

The City Council (the "Council") of the City of Saratoga Springs, Utah (the "Issuer") met in regular session on Tuesday, August 16, 2016, at its regular meeting place in the City of Saratoga Springs, Utah, at 7:00 p.m. with the following members of the Council present:

Jim Miller	Mayor
Shellie Baertsch	Councilmember
Michael McOmber	Councilmember
Bud Poduska	Councilmember
Chris Porter	Councilmember
Stephen Willden	Councilmember

Also present:

Mark Christensen	City Manager
Cindy LoPiccolo	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 16, 2016, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. R16-47 (8-16-16)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $13,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2016, FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the "Council") of the City of Saratoga Springs, Utah (the "Issuer"), has authority to issue its Water Revenue Bonds, Series 2016 (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) (the "Series 2016 Bonds") payable from the net revenues of its water system (the "System") for the municipal purposes set forth therein; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Series 2016 Bonds to (a) finance the construction of improvements to both the secondary and culinary water facilities of the water system, and all related improvements (collectively, the "Project"), (b) fund any required deposit to a debt service reserve fund and (c) pay costs of issuance of the Series 2016 Bonds, pursuant to this Resolution, Second Supplemental Indenture (the "Second Supplemental Indenture"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds for new money purposes, an issuing entity must (i) give notice of its intent to issue such Series 2016 Bonds and (ii) hold a public hearing to receive input from the public with respect to (x) the issuance of the Series 2016 Bonds and (y) the potential economic impact that the improvement, facility or property for which the Series 2016 Bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2016 Bonds, including a notice of bonds to be issued, in compliance with the Act.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Saratoga Springs, Utah, as follows:

Section 1. The Council hereby finds and determines that it is in the best interests of the Issuer and the residents located in the Issuer, for the Issuer to issue not more than Thirteen Million Dollars ($13,000,000) aggregate principal amount of its "Water Revenue Bonds, Series 2016" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), to mature in not more than thirty-one (31) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half (5.50%) per annum, for the purpose of financing the Project, funding any required deposit to a debt service reserve fund and paying costs of issuance, all pursuant to this Resolution, a resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (herein referred to as the "Final Bond Resolution"), a General Indenture of Trust and a Supplemental Indenture of Trust to be entered into at the time of issuance of the Bonds in substantially the forms attached hereto as Exhibit B (collectively, the "Indenture"), and the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Resolution, the Indenture and the Final Bond Resolution, when adopted.

Section 2. The Issuer hereby authorizes and approves the issuance and sale of the Series 2016 Bonds pursuant to the provisions of this Resolution, the Indenture and the Final Bond Resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds and the final form of the Indenture.

Section 3. The Issuer shall hold a public hearing on September 20, 2016, to receive input from the public with respect to (a) the issuance of the Series 2016 Bonds for new improvements, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2016 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published, which publication shall be made (i) once a week for two consecutive weeks in the Daily Herald, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, no less than fourteen (14) days before the public hearing date and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) and the form of the Indenture to be kept on file in the City of Saratoga Springs offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of second publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on August 16, 2016, the City Council (the "Council") of the City of Saratoga Springs, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2016 (the "Series 2016 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

PURPOSE, TIME, AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on September 20, 2016, at the hour of 7:00 p.m. at 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2016 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2016 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2016 BONDS

The Series 2016 Bonds will be issued for the purpose of (i) financing the construction of improvements to both the secondary and culinary water facilities of the water system, and all related improvements (collectively, the "Project"), (ii) funding a debt service reserve fund, if necessary and (iii) paying costs of issuance of the Series 2016 Bonds.

PARAMETERS OF THE SERIES 2016 BONDS

The Issuer intends to issue bonds in the aggregate principal amount of not more than Thirteen Million Dollars ($13,000,000), to mature in not more than thirty-one (31) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half (5.50%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution and a General Indenture of Trust, as supplemented by a Supplemental Indenture of Trust (collectively, the "Indenture") which was before the Council at the time of the adoption of the Resolution and said Indenture shall contain such terms and provisions as shall be approved by the Issuer at the time of adoption of a final bond resolution.

PLEDGED REVENUES

The Series 2016 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer's water system

OUTSTANDING BONDS SECURED BY WATER SYSTEM REVENUES

The Issuer has $9,575,000 of Bonds currently outstanding that are secured by the Water Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: http://auditor.utah.gov/accountability/financial-reports-of-local-governments. For additional information, including any information more recent than as of the date of the Financial Report, please contact the City Finance Manager at (801) 766-9793.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity is $12,632,780.94.

A copy of the Resolution and the Indenture are on file in the office of the City of Saratoga Springs Recorder, at 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah, where they may be examined during regular business hours of the City Recorder from 7:00 a.m. to 6:00 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Friday for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause

DATED this August 16, 2016.

/s/ Cindy LoPiccolo
City Recorder

Section 4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 16, 2016.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Cindy LoPiccolo, the duly appointed and qualified City Recorder of the City of Saratoga Springs, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 16, 2016, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 16, 2016, and pursuant to the Resolution, there will be published a Notice of Public Hearing and Bonds to be Issued: (a) one time each week for two consecutive weeks in the Daily Herald, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 16, 2016.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy LoPiccolo, the undersigned City Recorder of the City of Saratoga Springs, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 16, 2016, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on August ___, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Daily Herald on August ___, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 16, 2016.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

INDENTURE

(See Transcript Document Nos. __ and __)

CITY OF SARATOGA SPRINGS
CITY COUNCIL SPECIAL MEETING MINUTES
City Council Mid-Year Retreat
Tuesday, July 12, 2016
North Fire Station (262)
995 W 1200 N, Saratoga Springs, Utah 84045

City Council Retreat

Call to Order: 3:00 p.m. by Mayor Jim Miller
Present Council Members Bud Poduska, Shellie Baertsch, Stephen Willden, Michael McOmber, and Chris Porter.

Staff City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, City Engineer Gordon Miner, Finance Manager Chelese Rawlings, Chief Building Official Mark Chesley, Library Director Melissa Grygla, Fire Chief Jess Campbell, Police Chief Andrew Burton, Recreation Director Heston Williams, Parks Manager Rick Kennington, Assistant Public Works Director of Utilities George Leatham, Capital Facilities Manager Mark Edwards, City Recorder Cindy LoPiccolo

City Manager Christensen welcomed everyone to the meeting.

Water Systems.

City Manager Christensen, City Engineer Miner, and Steven C. Jones, M.S., P.E. (telecommunication), and Principal Tavis Timothy, P.E., Hanson Allen and Luce, Inc., presented information in regard to water source, storage, transmission and conservation for the secondary and culinary water systems in the City, water capital funding, and capital projects including:

a. Secondary Water System – 400 N. Pump Station and Pond; South Zone 2 Lake Mountain Reservoir, Crossover; Marina Pump, direct diversion to Zone 2 Pond.
b. Culinary Water System – Talus at Saratoga Springs; Water line from Commerce to Harvest Hills.

Engineer Jones reviewed Water Modeling for pressure zones and capital projects, and reported the City's water rights and stock are in good shape. Engineer Timothy reported the Utah Lake Distributing Canal Pump Station project will be bid out mid-September and online for next season, and the Saratoga Springs Marina Pump Station project is projected for completion prior to April, 2017.

Council Members reviewed the specific solutions that will be taken to correct the water pressure for developments, provision for emergencies, and future expectations and planning in regard to provision of water addressing future growth, connectivity and source.

Departmental Updates.

Finance. Finance Manager Rawlings presented Finance Department accomplishments as follows:

- Budget Document Update and Re-Format
- Treasurer became a Certified Public Funds Investment Manager
- Receipt of Utah Local Governments Trust (ULCT)TAP Award
- Multi-Family and HOA Utility Accounts Audit, and
- Development and adoption of a cash-handling procedure in new budget.

Manager Rawlings reported other notable advances include the pay plan philosophy changes, utility billing accounts increase by 551 accounts, and reviewed the proposed Security System and cost.

Building. Chief Building Official Chesley presented Building Department information/statistics as follows:

- monthly permits and trends covering 2001 – 2016
- a three year comparison of building permits issued for single family dwellings
- 2016 year to date monthly building permit totals
- monthly inspections performed 2005-2016, and
- annual inspections over the period of 2008 – 2016 with projections covering 2016 – 2020.

Planning. Planning Director Gabryszak presented the Planning goals and successes in regard to:

- Code amendments, quarterly major and minor amendments
- "Improving the Developer Experience" with delegation resulting with more "Category 1 administratively handled applications, streamlining, tracking
- Application reviews consistently turned around with a 2-week timeframe
- Reached 199% of projected revenues
- Long Range Planning for Bike/Ped Study, UDOT planning and General Plan Update, and
- Workload management, staffing, morale, training trending upward.

Director Gabryszak presented a weekly application comparison and comparison of applications by complexity covering 2012 – 2016, noting an increase in Categories 1, 2 and 3 applications, with substantial staff time necessary for complex categories 4 and 5.

Engineering. City Engineer Miner presented a comparison in regard to workload and staffing covering 2012 – 2015, including total applications, GIS capital projects, approved construction drawings. City Engineer Miner reviewed the Engineering Department goals in concerning application review, reports, meetings and long-range planning.

Public Relations and Economic Development. City Manager Christensen reviewed new business prospects for the upcoming WPI and The Crossing developments, noted WPI has additional tenants in lease discussion and some Letters of Intent, The Crossing Phase 1 currently has Papa Murphy's with a signed lease, eight other tenants are in negotiation with a signed or negotiating Letter of Intent, and Phase 2 has five tenants in negotiation with signed or negotiating Letters of Intent.

City Manager Christensen reported Manager Owen Jackson is scheduled to meet with the Utah Governor's Office of Economic Development (GOED) and the Economic Development Corporation of Utah (EDCUtah) concerning recruitment of primary job providers into the City. City Manager Christensen reported streaming of City Council meetings is being set up and suggested review of the City of Kaysville as a similar example. City Manager Christensen reported public open houses will be scheduled, September will address water, the November topic is being determined, and February will be a report of the City Council retreat.

Recess: City Council recessed at 5:43 p.m. and reconvened at 6:02 p.m.

Library. Library Director Grygla reported:

- Self-C heck systems went live on June 21 and they have received positive public feedback;
- New Gate Counters are accurately tracking Library visitation counts, a counting discrepancy has been resolved;
- Expanded Library hours begin August 1, with the schedule Monday through Friday 10 a.m. to 7 p.m., and Saturday 10 a.m. to 5 p.m.

In response to Council inquiry Director Grygla affirmed the Library is meeting the State requirements for the City's population, once the population reached 25,000 the State certification process requires that the Library have at least 52 service hours a week..

Fire. Chief reviewed current actions and future Fire Department planss for a five year period as follows:

- Two part-time administrative assistants approved for FY2016-17;
- Day time Deputy Fire Marshall for FY2019
- Three full-time Fire Fighters were hired on February 1, 2016 and three in July, 2016 (SAFER will be sought);
- Promotion of three Captains (1 in each station and on each engine company) FY 2017 starting at Lieutenant FY 2016;
- Three Fire Fighters to be hired FY 2018 and FY 2019 (SAFER will be sought);
- A new Ambulance is scheduled to be purchased end of FY 2016-2017 (AFG grant funding sought);
- Fleet replacement program;
- PPE replacement schedule;
- Ambulance billing collection 2012 $149,000 2016 $398,000;
- Consideration of placement of fire station(s).

Chief Campbell reported prior problems with ambulance billing have been resolved, they will be working with a new billing company located in South Jordan and meeting with them in regard to collections, although call volume and population have increased, the number of transports to a lesser degree which appears to be due to more people not being covered by insurance and transporting in private vehicles, and thanked Council for additional Fire Fighters which has allowed for shift coverage. Chief Campbell summarized the ISO Audit in January 2016 resulted in a 5/5X rating improvement, primarily due to the City's water distribution system and training hours.

Council discussed purchase of a lifetime warranty ambulance box which could be transferred to a new truck chasis as necessary saving the City money; noted insurance rates should be checked in view of the improved ISO rating. In response to Council inquiry, Chief Campbell reported additional meetings concerning the proposed fire training facility will be scheduled and noticed, noted the first meeting had approximately 80% in support with naysayers wanting an island coming up Ring Road in trade.

Police. Chief Burton reported there has been substantial outprouring of community support following the Dallas incident. Chief Burton reviewed a six year comparison and two year projection of Calls for Service and Incidents with First Reports and Response Times Average, reviewed 2015-2016 Trends in accidents, alarms parking problem, domestic, vandalism, theft, fraud, mental subject, weapons offense, assault, follow ups, citizen assists, agency assists, and burglary, and discussed the substantial increase in domestic and mental subject incidents.

Chief Burton reviewed a nine year comparison of Part One Crimes including homicide, rape, robbery, aggrevated assault, burglary, larceny, car theft, and arson, and a five year comparison of citations, accidents, arrests and investigations and identified current and future challenges include:

- Match Police Department growth to City growth;
- Police Building and work space;
- Recruiting and Retention of Officers;
- Training Requirements; and
- Technological Costs.

Chief Burton reported the Department received $20,000 worth of pistols for $3,000, approximately $24,000 worth of free rifle sites to replace possible defects, a new electronic finger print machine is working out well, the canine program received a grant for a replacement dog and a new second dog allowing for two teams, and in regard to staffing thanked Council for additional officers to cover services, noted a school research officer has been assigned, and reported a grant has allowed hiring of one additional part time victim services staff. Chief

Burton reported officers are appreciative of the updated pay plan and ability to be competitive of other agencies; Chief Cambell noted his staff are also very appreciative of the new pay plan and view it as a modernization.

Chief Burton reported the Law Enforcement facility committee is working with the architectural firm on a fifteen and thirty year needs assessment for the facility, is also involved with review of floor plans and size modifications, and then will begin work on the exterior design. City Manager Christensen reported the initial design came in large in square footage and substantially over budget, however, the review will cut back with the opportunity to add on in the future. Council Member McOmber noted the City should address provision of adequate services for future growth, the new facility should be constructed correctly because the City would save money in the future, however, do not get extravagant; Assistant City Manager Kyle noted the size review is for service to a population of 60,000. City Manager Christensen noted in addition to the new Law Enforcement facility staff and Council are reviewing other capital projects for consideration of the extra general funds, and with Council direction resources have been allocated which has resulted in being successful with keeping up with the changes.

Recreation.
Recreation Director Williams reviewed Recreation Goals and Accomplishments as follows:

- Increase Quality of Exisitng Programs – 93% satisfied customer rating;
- Add Quality Programing – successfully added 11 new programs to date 2016, two additional are planned for this fall;
- Build Relationships to Better Serve the Community – added 4 summer camps run by Westlake Teachers/Coaches, and Lakeview Academy is now willing to rent space for future City Recreation use;
- Cover all Expenses with Revenue – came close this year, however, due to start up costs for new progrms and existing programs fees not being set properly to cover expenses/overhead, revenue did not quite cover expenses with 2015-16 Net [$19,511.72].

Director Williams reviewed new and existing Recreation Programs as follows:

- Existing Programs include Jr. Jazz Boy's and Girl's Basketball, Spring Soccer, Fall Soccer, Flag Football, Youth Baseball Coach Pitch and T-Ball;
- New Programs include Boy's and Girl's Basketball Camp, Dance Camp, Machine Pitch Baseball, Soccer Camp, Soccer 7th – 9th Grade Team, Splash Days Volleyball, Tennis Lessons, Track and Field, Urban Fishing, Volleyball Camp, Youth Volleyball;
- New Programs beginning this fall include Adult Coed Volleyball, Adult Men's Basketball, Instructional League Jr. Jazz Kindergarten Division; and
- Program Enrollment number comparison of 2015 and 2016, noting the increase in participation and further growth and involvement to come, discussed program satisfaction, and development of relationship with schools with camps being run through City Recreation.

Public Works.
Parks. Parks Manager Kennington reviewed the Parks Department 2016 accomplishments and highlights to date, as follows:

- Three staff achieved their Water II certification;
- Two staff achieved their QWEL (Qualified Water Efficient Landscaper) Certification;
- One full time employee was hired;
- Two new parks were completed and incorporated into the maintenance schedule;
- Backstop installation was completed. Council Member Baerscht requested staff investigate soccer being played at the backstops; and
- Arbor Day was a success and the City received the Tree City USA award.

Manager Kennington identified upcoming projects to include:

- Parks Capital Projects: Parkside drainage system; Sunrise Park vandalism mitigation; Sunrise Park installation of 2-wire irrigation control system.
- Marina – installation of self-pay machine.
- WeatherTrak irrigation software system training.
- Certified Playground Safety Inspector (CPSI) certification renewal.
- Tree replacement – September.
- Neptune Park – seed damaged areas on soccer fields.

Manager Kennington reported the City's healthiest tree was recently cut down at the marina in the north turf area along the shoreline, this was discovered yesterday morning and staff believes it was cut last week. City Manager Christensen requested Police review the marina camera footage.

Council discussed status of Shay Park track and recommended possible marketing for volunteers to complete that project. Council further discussed the problem and difficulties of hiring an adequate number of seasonal Parks staffing to cover the beginning of April through the end of October; Council and staff reviewed contracting options, possible sharing of staff from other seasonal work (snowplowing, streets), outsourcing, check adjacent HOA bids and service contracts to determine who they are using as they are already mobilized, raising wages, bringing on a couple of more full time employees. City Manager Christensen noted staff will address this and bring back potential solution(s).

Water, Sewer, Electrical. Assistant Public Works Director of Utilities Leatham reported on the following Water accomplishments and plans as follows:

Accomplishments

- Culinary Well 3, major repair;
- Culinary Well 1 lowered 40 feet;
- Secondary Well 2 (Sunrise Meadows), new stainless steel pump installed.

Plans

- Install new electrical drives for Culinary Well 4 and Secondary Well 4.
- We plan on installing 4 new programmable logic controllers (PLC) on culinary well sites and 4 on secondary wells.
- We are working on another water table drop study.
- We are going to pull the Jacobs Ranch well and the Sunrise Meadows well to check wear on the pumps and motors.

Director Leatham identified Sewer accomplishments and plans as follows:

Accomplishments

- Installed bigger pumps at lift station #4.
- Received and are in the process of installing bigger pumps at lift station #5.
- Upgraded the muffin monster at lift station #6.

Plans

- We are going to install a new electrical drive on lift station #3.
- We are also going to install 4 new PLC's on lift stations this year.
- We are going to install a new muffin monster on lift station #2.

Council Member McOmber noted Council's support of staying ahead in regard to service.

Director Leatham identified Electrical accomplishments and plans as follows:

Accomplishments

- 10 street light upgrade on Redwood Road.
- Pump electrical upgrades on lift station #4.

- Installed new flow meters on lift station #4.

Plans

- Finish the upgrade on Redwood Road street lighting.
- Work with the other departments on upgrades to wells and lift stations.

Council Member McOmber requested staff investigate the Legacy Farms street lights that are tilted up and glare in face, the light should be directed down.

Capital Facilities. Capital Facilities Manager Edwards passed around a sample of material found in the soil of the 100 acres proposed sports complex site, reporting that after an extensive bore was drilled throughout the site a 2' foot layer of a collapsible, water soluble material was found approximately 3 feet down throughout the entire park. Manager Edwards reported this layer is a very porous rock formation called Tufa which is comprised of ancient organisms that formed at the bottom of Lake Bonneville, these were compressed by the clays coming off the mountain and with the aid of hot springs a large amount of calcium carbonate was injected and solidified the material. Manager Edwards advised soils engineers and geologists are studying this, it has never been seen before in Utah, and noted the problem is determining if this must be excavating and removed or left under roadways and parking lots which is being studied - if it is found not structural for roads and parking lots the City may not afford to accept this donation; Council concurred cost should be negotiated as appropriate.

Manager Edwards moved forward with presenting four playing field design options, reviewed proposed features of the playfield designs noting differences in regard to acreage, number, placement, size and design of the fields, some allowing for batting cages adjacent the fields and open promenade public area; identified possible park features, and reviewed parking and access for the proposed Sports Complex. Manager Edwards pointed out the location of an existing pivot advising the church desires any undeveloped property continue to be watered, relocation of it would cost approximately $30,000, however, this is not necessary to be moved for the first phase and noted the church is not willing to sell this portion of the property for five years. Manager Edwards reported staff and the consultants have not started the 100 acre master plan, there is debate on the park appearance and believes there is a good argument for some soccer fields, noted the Sports Park is easy to expand, and the Dale Murphy Group is conceptually interested in building an indoor softball field and training facility near the park.

Council and staff discussed the proposed design for Pony Express Parkway curving to allow a second access connection to the park with concern expressed by Council Member Baertsch that it would not remain straight thoroughfare; Manager Edwards clarified this is being shown for Council consideration as a possibility that would allow use of road impact funds for construction of that portion instead of park funds, this could be done if the City is building infrastructure on the Master Transportation Plan. Council discussed parking and landscaping requirements, size of fields with possible temporary conversion to youth fields, importance of costs, the possible effect of including Murphy training facility. Following review and discussion Council Members concurred to move forward with the six-plex concept for the first phase of the Sports Complex to be the design for six fields on 30 acres which will require the purchase of an additional five acres. Manager Edwards noted this design has four ballfields with 300 foot fences and two smaller fields, allows for inclusion of batting cages, 475 parking spaces, and includes a nice center gathering area for public use.

City Manager Christensen reported he and the Mayor will be meeting with the church to discuss this information, there will be further review and decisions concerning how the City wants to fundamentally do this project.

Capital Projects Continued: City Manager Christensen noted Manager Edwards has provided a written report concerning status and completion of other public improvements and capital projects including Shay Park, Regal Park, Crossroads Waterline and Booster Station, Riverside and Market Streets, and placement of 397 storm drain markers.

City Manager Christensen reported the North Lakeshore Trail purchase is being held up by a landowner, and in regard to transportation DR Horton was given stamped plans today for 400 S who will be doing roadwork with the objective to complete High Point out to 400 S and 400 S back to Old Saratoga. In response to Council

Member McOmber, City Manager Christensen affirmed they will be filling in the canal, along with putting the road and water lines in.

City Attorney's Office. City Attorney Thurman submitted a written report outlining the office's accomplishments, goals and workload in regard to civil and criminal case work and departmental support.

Other Priority Items, Direction and Goals.

Water. Council concurred water is the priority at this time.

Aquatic and Recreation Center Feasibility Study. Council Member Poduska noted the City of Springville's success in obtaining voter approval of an eighteen million dollar obligation bond for a new aquatic and recreation center, and requested consideration of a feasibility study to determine if a similar facility could be included at the sports complex area in the future. Council Member Baertsch noted she has mixed feelings for this proposal. She does not believe the City is financially close to being able to afford a rec center and isn't sure the sports complex is the proper location. However, if the rest of the council is okay with conducting a feasibility study, then one should be done. Council concurred a study could be done later in the year keeping primary focus on water.

City Cemetery. Council Member Poduska addressed the matter of a City or private cemetery and location. Council concurred staff to discuss donation of land by Edge Homes, Jim Jacobs or other development interested in elevated open space credit.

Business. Council Member McOmber requested the Mayor and City Manager when meeting with Church representatives additionally discuss the matter of losing Business Park business commitments due to the slow review and approval process by SLR; would like to see a contract provision that establishes an agreed upon expedited process for approval if the City brings in an interested business to SLR. Noting, the City has invested three million dollars on Riverside Drive and has not received any real proactive movement.

CLOSED SESSION:

Motion by Council Member McOmber to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, was seconded by Council Member Willden
Motion carried unanimously.

The meeting moved to closed session at 7:56 pm.

Present: Mayor Miller, Council Members Porter, Willden, McOmber, Baertsch, City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, and City Recorder Cindy LoPiccolo.

Closed Session Adjourned at 8:19 p.m.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the Special Meeting at 8:19 p.m.

_____

Attest: Jim Miller, Mayor

_____

Cindy LoPiccolo, City Recorder
Approved:

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING MINUTES
Tuesday, July 19, 2016
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Work Session

Call to Order: 6:30 p.m. by Mayor Jim Miller

Present: Council Members Stephen Willden, Michael McOmber, Christ Porter, and Bud Poduska. Council Member Shellie Baertsch was excused.

Staff: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, City Engineer Gordon Miner, Finance Manager Chelese Rawlings, Senior Planner Sarah Carroll, City Planner Jamie Baron, City Recorder Cindy LoPiccolo

Street Lighting Special Improvement District (SID). Assistant City Manager Kyle reviewed the history of the Street Lighting Special Improvement District put in place approximately ten years ago to obtain fees for the operations, maintenance, and capital expenditures of the City's street lighting infrastructure. Assistant City Manager Kyle advised this has been brought as requested by the Council to discuss whether the City should continue with the SID or implement a utility fee.

Manager Kyle reviewed the problems with the current street lighting SID, the current fee implemented prior to 2003 has not kept up with inflation and general funds are currently subsidizing the maintenance and operations, an audit has found not all plats in the City have been added to the SID, and the code is unclear in regard to the SID fee for multi-family and commercial developments, so there is a question whether the City should charge one fee per unit. Manager Kyle reported staff is currently reviewing options to update the current SID or create a street light utility fee, there may be the possibility of combining all SIDs into one SID covering City limits, staff is a leaning toward adopting a utility fee and reducing the SIDs $0 which would retain the districts in the event legislation changes to not allow the utility fee, keep the same fee which should cover the costs if all residential units are individually charged.

City Attorney Thurman noted lighting is a type of utility similar to water and sewer as opposed to streets and believes legislative action slim, implementation of a utility fee could be done following determination of costs and a fee study can be done following as long as the fee is reasonable, noted cleanup of the City SIDs will be difficult and will review if combininb into a city-wide SID is feasable.

Council Member Porter commented concerning proper clarification of fee within the code, his preference would be for the utility fee, and inquired concerning non-payment; City Attorney Thurman reviewed collection process for SID and utility fees.

Council Member Poduska commented it makes sense administratively to make the City one inclusive SID, with the fee for every unit which may cover the deficit without increase; Manager Kyle noted some work and calculation would need to be done in regard to commercial.

Council Member Willden commented in favor of a utility fund, retaining the SID at $0, check into ability to combine the SIDs even if it is $0 to allow switching back without have to go through a two month indemnification process and various Resolutions for those that did not get updated during that time frame, and believe having a consistent fee for all unit types makes sense.

Council Member McOmber from a policy standpoint we should follow the code and standard – would rather stay with city-wide SID which would provide for the ability to lien property, utility collection difficult and does not see an upside, would like to see recommendation from staff for a reasonable process, can we provide for

development of the city-wide SID which allows for approval of lighting at time of final plat recording to streamline the approval. City Attorney Thurman reported the process requires initiation by a petition and passed by Council Resolution; Council action concerning the SID should be as the Board of Trustees, noted there is a lot of clean up with this and the City must follow the process.

Council Member McOmber commented implementation of a utility fee was his concern and does not want to raise issue or open up questions; Assistant City Manager Kyle clarified the name of the Street Lighting SID fee would be amended to a lighting utility fee following truth in taxation requirements. Council Member McOmber advised he is okay with a utility fee and reducing the SID to $0.

City Manager Christensen reported email from Council Member Baertsch states she likes the teeth of the SID, however, would like further staff information and discussion. Assistant City Manager Kyle advised staff can work on this, and develop and return with specific options for Council consideration, including a factor for future LED upgrade.

Future Items. City Manager Christensen reported after conferring with the Planning Director it is necessary for the City to submit an application to go through the Site plan and Conditional Use Permit (CUP) process for the City's Utah Lake Distribution Canal Pump Station on 400 N, this will be brought before the Planning Comimission and Council, and following that will move quickly with design and construction. He recommended future consideration of delegation of CUP to the Planning Commission which may assist with efficient processing of similar projects., and reported staff is working with Hansen, Allen & Luce representatives and pushing forward with all of those projects discussed during retreat.

Adjournment: The Work Session adjourned at 7:00 p.m. to the Policy Session.

<u>Policy Meeting</u>

Call to Order: Mayor Jim Miller called the Policy Session to order at 6:59 p.m.

Roll Call:

Present: Council Members Chris Porter, Stephen Willden, Michael McOmber, and Bud Poduska. Council Member Shellie Baertsch was excused.

Staff Present: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Police Chief Andrew Burton, Fire Chief Jess Campbell, Planning Director Kimber Gabryszak, Finance Manager Chelese Rawlings, City Engineer Gordon Miner, Senior Planner Sarah Carroll, City Planner Jamie Baron, City Recorder Cindy LoPiccolo

Invocation by Council Member Willden.
Pledge of Allegiance by Council Member McOmber.

Public Input: Mayor Miller invited public input – None.

POLICY ITEMS

REPORTS:

Council Member McOmber thanked staff for fulfulling his request for a joint meeting with the School District, it was well received and was pleased to hear the District would like meet on a more regular basis, as he believes it is beneficial in regard to construction for the City, School District and Church to have a close relationship.

Council Member Poduska commented the meeting today with the Alpine School District was productive and provided important information, concurred with the benefit of working together.

Mayor Miller reported North Pointe Solid Waste Special Service District is looking to purchase air space for future trash through a coalition of landfill groups and transfer stations called North Utah Regional Landfill Association (NURLA); he reported the City has requested delay until August 2 to allow review of the District's financial by the City Manager and himself to ensure this is in the City's best interest.

Council Member Willden reported he was contacted by Jacob Ranch/Ring Road residents inquiring concerning the status of the proposed Fire Training facility; and inquired if there was an update concerning City membership on Timpanoga Special Service District (TSSD). Chief Campbell reported staff is working on the permit application which will go through a Planning Commission public hearing and Council decision. Assistant City Manager Kyle reported he and City Attorney Thurman have researched that TSSD did initially operate a small facility built by the developer before being given to the City, did not operate long, and they are attempting to determine dates, however, locating documents from that time frames has been difficult. City Attorney Thurman noted he has spoken to the County Attorney responsible for advising the Commission on this and he affirmed to just give them information and could appoint, explaining the City was on a list that they are fixing. Council Member McOmber recommended staff contact Michael Dorscht the original plant operator who could testify and or attest, he was there during that transition. .

City Manager Christensen introduced his son Micah Christensen, who is attending the meeting tonight.

Council Member Willden reported he received an appointment for the day long Jordan River Commission meeting in September, would like to attend and participate and will provide the information to the Planning Director.

POLICY ITEMS:

PUBLIC HEARINGS:

1. **Annexation Policy Plan Amendment, Ordinance 16-14 (7-19-16)**.

Mayor Miller introduced the public hearing concerning the Annexation Policy Plan Amendment.

Senior Planner Carroll presented the staff report and recommendation for the proposed amendment to the Annexation Policy Plan boundary. Planner Carroll reported the purpose of this process is to add a small area to the Plan in anticipation of future applications for annexation; identified the location of the area to be approximately 400 North Saratoga Road, current zoning Agricultural, and current use undeveloped. Pursuant to Utah State Code notice was sent to all affected entities, a Public Meeting was held on June 9, 2016 with the Planning Commission to allow the effected entities to provide comment on the proposed amendment, no public comment was given at that meeting or received prior; and a Public Hearing was held with the Planning Commission on June 23, 2016, again no public comment was given at that meeting or received prior to it.

Mayor Miller opened the public hearing and invited public comment; there being none, closed the public hearing.

<u>Motion by Council Member Porter to approve the proposed amendment to the Annexation Policy Plan Expansion Area Map, as shown on Exhibit A and based on Findings in the staff report, and Ordinance 16-14 (7-19-16) , was seconded by Council Member Poduska</u>
<u>Roll Call Vote: Council Members Porter, Willden, McOmber, and Poduska - Aye.</u>
<u>Motion carried 4-0; Council Member Baertsch excused</u>.

2. **FY 2016-2017 Budget Amendments, Resolution R16-45 (7-19-16)**.

Mayor Miller introduced the public hearing for FY 2016-2017 Budget Amendments.

Finance Manager Rawlings presented the staff report and recommendation for budget amendments for fiscal year 2016-2017, identifying the amendments within the General Fund, General Capital Fund, Roads Impact, Storm Drain Impact, Sewer Impact, and Secondary Water Impact Fund amendments. City Manager Christensen provided information in regard to the Storm Drain project PN1 scheduled in tangent with the Redwood Road project.

Mayor Miller opened the public hearing and invited public comment; there being none, closed the public hearing.

Council Member Willden commented in regard to capital expenditures when the budget is increased on expenditure it would be interesting and informative to see the impact on the ending balance.

Council Member McOmber commented in appreciation of the City being proactive in scheduling necessary City projects during the same construction time frame as the Redrood Road project; recommended additionally contacting potential developments/developers to check if they can get their necessary construction work done at the same time. City Manager Christensen concurred reporting there may be new projects and betterments to add and check if this is a good time to do those, as the project is evolving staff is asking what makes sense in regard to adjacent developments.

Motion by Council Member Poduska to approve the FY 2016-2017 Budget Amendments, Resolution R16-45 (7-19-16), was seconded by Council Member McOmber
Roll Call Vote: Council Members Poduska, McOmber, Willden, and Porter - Aye.
Motion carried 4-0; Council Member Baertsch excused.

ACTION ITEMS:

1. **Discount Tire – Proposed Site Plan, Conditional Use Permit (CUP)**, Applicant Discount Tire (Scott Fournier), Owner Amsource Saratoga NWC, LLC.

City Planner Baron presented the staff report and recommendation concerning the application for the Discount Tire Site Plan and Conditional Use Permit for an Automotive Repair, Minor business on 1.325 acres located at 1413 North Exchange Drive within part of the Walmart Subdivision. Planner Baron reported the parking requirement for the site is 42 parking stalls, because of engineering limitations only 41 spaces were able to be provided, advised the City may approve a maximum of 25% parking reduction, however, noted if bay parking is counted the site will exceed the requirement. Planner Baron reported signage can comply with the condition to modify so that Secondary Signs do not to exceed 50% of the Primary Sign size, and lighting can comply with the condition to meet the City's lighting standards within code section 19.11.

Zach Johnson, Civil Engineer/Consultant, representing the Applicant, reported they are in the process of adjusting the signage for compliance, evergreens will be provided outside the electrical cabinet for landscaping and the site plan has been readjusted to meet engineering requirements; the company is looking forward to being part of the community and will sell tires and wheels only.

Council Member McOmber complimented Discount Tire stores noting the good location, he appreciates their making the necessary adjustments, requested staff meet with the representative concerning City advertising requirements, and advised he has no problem with the necessary reduction of parking stalls as there is substantial parking across the street.

Council Member Poduska concurred, noted its ideal location and he approves the bays being counted as parking stalls, clarified concerning the truck turnaround on the site, and commented he was glad the business is coming to the City.

Council Member Willden commented he had no concerns with the business or the parking.

Council Member Porter welcomed the business to the City, noted it makes sense to count the bays for parking and he looks forward to the business opening.

Motion by Council Member Willden to approve the Discount Tire Site Plan and Conditional Use Permit with all staff Findings and Conditions, was seconded by Council Member McOmber
Roll Call Vote: Council Members Porter, Poduska, McOmber and Willden - Aye.
Motion carried 4-0; Council Member Baertsch excused.

2. **Bach Homes, River Heights Plat D - Final Plat**; Applicant/Owner Bach Investments, LLC.

Senior Planner Carroll presented the staff report and recommendation concerning the application for final plat approval for River Heights Plat D, their last phase located approximately 300 East Verano Way, which consists of 19 single family lots and 0.39 acres of open space within 3.79 acres, the property is zoned R-10. Planner Carroll reported with the addition of the detention basin to Phase 4 this change results in an additional 0.154 acres of open space and the applicant would like to offer some of the townhomes the option to fence off small areas as they have requested. Senior Planner Carroll reported there are 37 townhomes in Plat B and this would allow each of them a fenced area of approximately 181 square feet, still meeting the open space requirement of 20%.

Council Member Porter commented he was glad people could have the fenced space.

Council Member Poduska noted the change is for the betterment and he had no problem with allowing the fencing.

Council Member Willden noted he was glad Council was approving single family homes.

Council Member McOmber commented he was okay with the fenced area as long it does not exceed the open space, and the official amount of open space (20%) needs to be documented with the fences in order for the City to show other developers inquiring for fencing this development met the required open space with closed fencing; otherwise no problem. Senior Planner Carroll affirmed Planning has separate documentation that shows that.

Amended motion by Council Member Porter to approve Bach Homes, River Heights Plat D, with all staff findings and conditions, with addition of a condition for official documentation showing the overall open space for the entire development is meeting, and not exceeding, the open space requirement with inclusion of the fenced in areas, was seconded by Council Member Poduska
Roll Call Vote: Council Members Porter, Willden, McOmber, and Poduska - Aye.
Motion carried 4-0; Council Member Baertsch excused.

3. **Temporary Purchase of Central Utah Water - Approval**.

Mayor Miller introduced the document for temporary purchase of CWP Water for consideration of approval.

City Manager Christensen reviewed the City's use of the Central Utah Water purchased in June to improve the City's water position; reported it is anticipated the City will exceed 200 acre feet and vastly exceed that if the canal water is taken off line, as Council will not meet again until August 19 staff is recommending additional Council authorization be given to allow continuation of the contract and use water necessary to get through the rest of the season, noting they did not want to get in a position in mid-August if something else happened.

Mayor Miller inquired if Murdoch Canal water is diverted to Salt Lake, do they pay the cost of us finding other water because that is the City's water, or do they have that legal right; City Manager Christensen responded he believes all of the Utah Lake water users and canal companies are asking those questions, does not have an answer tonight, believes there is most likely some loop hole language, however, he will look into it. Mayor Miller requested contractual language be included the next time the City contracts for a culvert to address that.

City Manager Christensen reported staff will report back in September with a reconciliation, the goal is to not exceed the use by much, however, does not want the City to get back into a tight spot.

Council Member McOmber requested the record show we have all heard conversations it goes from Deer Creek, by-passes Utah Lake to a staging poing where it is pumped, the water from Deer Creek for the Murdoch Canal. Then gets pumped up into the canal that come into Saratoga Springs so it by passes the Jordan River and Utah Lake, wants to make sure for the record that is why we can use this water and it is not being effected. City Manager Christensen noted this information comes from a phone conversation staff had with the president of the canal company on Monday afternoon.

APPROVAL OF MINUTES:

July 5, 2016.

Motion by Council Member McOmber to approve the minutes for July 5, 2016 with no changes, was seconded by Council Member Willden
Roll Call Vote: Council Members Porter, Willden, Poduska, and McOmber - Aye.
Motion carried 4-0; Council Member Baertsch excused.

CLOSED SESSION:

Motion by Council Member Baertsch to enter into closed session for the purchase, exchange, or lease of property, discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, was seconded by Council Member Porter
Roll Call Vote: Council Members Willden, Poduska, McOmber and Porter - Aye.
Motion carried 4-0; Council Member Baertsch excused.

The meeting moved to closed session at 9:35 pm.

Present: Mayor Miller, Council Members Porter, Willden, McOmber, Baertsch, City Manager Mark Christensen, City Attorney Kevin Thurman, City Recorder Cindy LoPiccolo.

Closed Session Adjourned at 10:09 p.m.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the Policy Meeting at 10:10 p.m.

_____
Jim Miller, Mayor

Attest:
_____
Cindy LoPiccolo, City Recorder

Approved: