SARATOGA SPRINGS

Life's just better here

1. 2020-1-21 Cc Agenda

   Documents:

   2020-1-21 CC AGENDA.PDF

2. 2020-1-21 Cc Packet

   Documents:

   2020-1-21 CC PACKET.PDF

AGENDA – City Council Meeting

Mayor Jim Miller
Mayor Pro Tem Stephen Willden
Council Member Christopher Carn
Council Member Michael McOmber
Council Member Ryan Poduska
Council Member Chris Porter

CITY OF SARATOGA SPRINGS
Tuesday, January 21, 2020, 6:00 pm
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

POLICY MEETING

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 for subject matter not listed on this agenda.
6. Presentation: Utah Transit Authority (UTA), Trustee Kent Millington.

REPORTS:

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Quarterly Reports: Economic Development/Events, Library, Recreation.

BUSINESS ITEMS:

1. Road Rename, City-Initiated, 2780 South Indian Rock Drive; Resolution R20-2 (1-21-20).

BUSINESS ITEMS:

1. West Lake Estates Plat F Rezone and Concept Plan, Reed Barlow Applicant, 951 West Evans Lane; Ordinance 20-2 (1-21-20).
2. Central Utah Water Conservancy District (CUWCD) Grant Agreement; Resolution R20-3 (1-21-20).
3. Purchase of Property from Waldo Company for South Zone 2 Pond Land; Resolution R20-4 (1-21-20).
4. Award of Contract for Pond #3 Algae Treatment; Resolution R20-5 (1-21-20).
5. CMT Contract Amendment for Gravity Sewer Project; Resolution R20-6 (1-21-20).
6. Utah County Officer Involved Critical Incident Protocol Agreement; Resolution R20-7 (1-21-20).

MINUTES:

1. December 17, 2019.
2. January 7, 2020.

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

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

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.
The order of the agenda items are subject to change by the Mayor. Citizens may address the Council during Public Input which has been set aside to express ideas, concerns, and comments on issues not listed on the agenda as a Public Hearing. All comments must be recognized by the Mayor and addressed through the microphone. Final action may be taken concerning any topic listed on the agenda.

Decorum - The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others.

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CITY OF SARATOGA SPRINGS

Communications & Economic Development Department

Communications & Economic Development Department

Economic Development

RECENT

- Costco Signage and moving dirt
- Les Schwab

UPCOMING

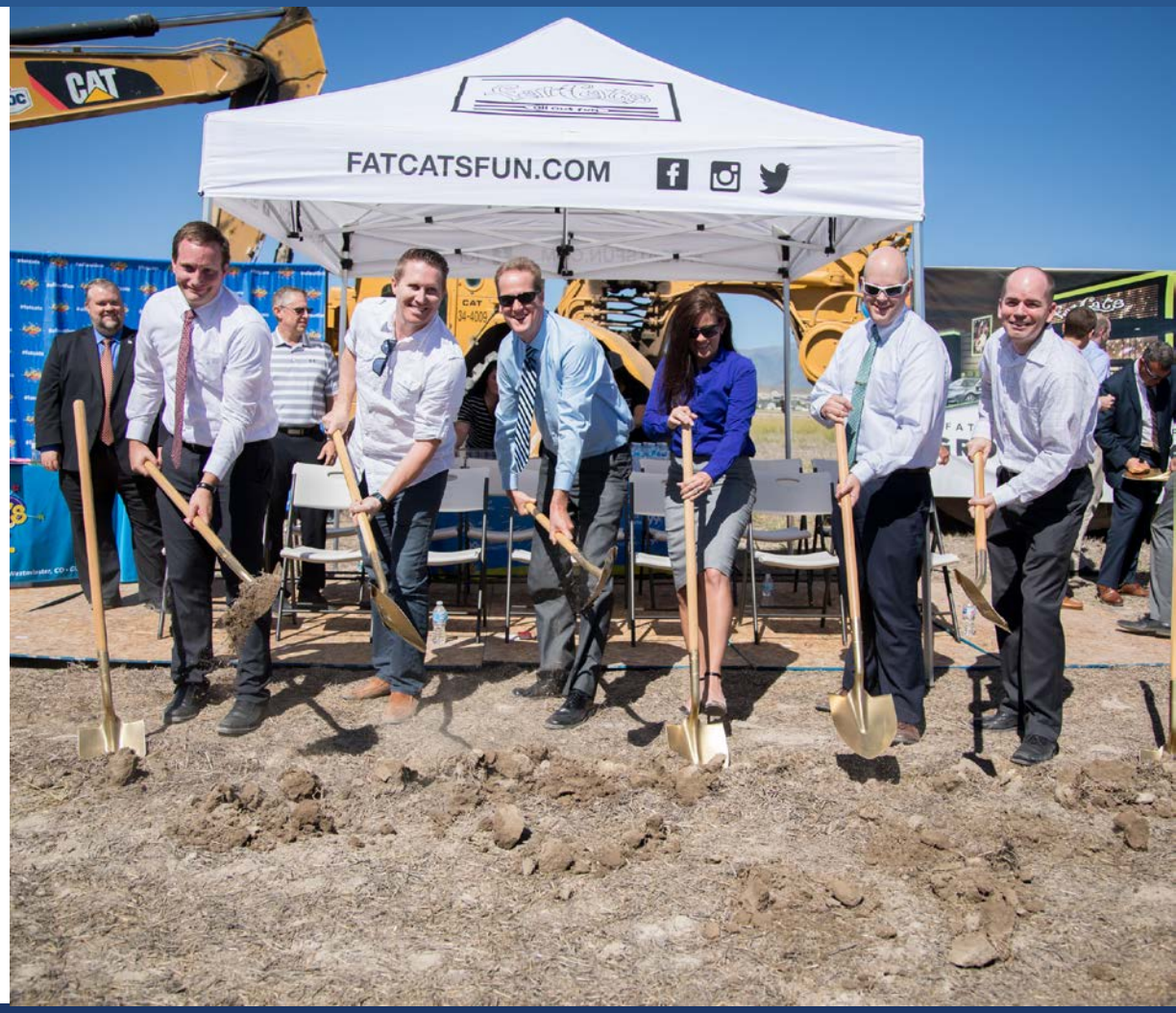
- Thrive Development
- Tenny's Pizza
- South Valley Equine
- Chan Restaurant

Communications & Economic Development Department

Economic Development

Opportunities

- DR Horton Property
- North Redwood Road Properties
- SLR Properties
- Sit-Down Restaurants
- Flex Office
- Outside RV & Boat Storage
- Multi-story office
- Hotels
- Hospitals
- Waterfront businesses
- Gun range and store



Communications & Economic Development Department

Public Relations

- Social Media Outreach
  - 504 new Facebook followers in Q2 and 8,260 total.
  - 100 new Instagram followers in Q2 and 1,626 followers.
- Website

  Responded to 78 public emails with questions since October, approximately 1.2 everyday.
- Newsletter
  - Coordinate with Departments

Communications & Economic Development Department

Public Relations

Facebook Stats

Most Views

- Bomb Threat Caution – 40K
- Temple Groundbreaking – 12.5K
- Snow Removal – 12.4 K
- City Campus Open House – 11.4K
- Customer Water Portal – 8.3K

Most Clicks

- Bomb Threat Caution – 9.5K
- City Campus Open House – 7.4K
- Temple Groundbreaking – 1.7K
- Customer Water Portal – 1.2K

Most Reactions/ Comments/ Shares

- Bomb Threat Caution – 1.3k
- Temple Groundbreaking – 1K
- City Campout Open House – 519
- Santa on Horseback – 483
- Public Safety Open house - 327

Events - Most Clicks

- Fall Festival – 63.8K
- Celebrate in Saratoga – 5.5K
- Meet the Candidate – 2.8K

Communications & Economic Development Department

Public Relations

- Media & Press Releases
  - Mayor's column: Planning ahead of growth
  - Walmart Bomb threat
- UDOT Projects
  - 2100 N Mountain View Corridor Connector – October 26th Opening!

Civic Events

City Events

- Celebrate in Saratoga
  - Christmas Tree Lighting
  - Orchestra Concert
  - Library Christmas Craft
  - Holiday Home Decorating Contest
  - Silent Santa

Volunteer Councils:

- Youth Council
- Arts Council
- Veteran's Council

Event Sponsors:

- **Q2 - $8,000**
- **YTD Total - $17,500**
  - Fat Cats
  - Pepsi
  - Oakwood Homes
  - Tilo Team
  - Rocky Mountain Power
  - Towne Storage

Special Event Permits

FY20, Q2	YTD2019	2018
Approved - 2	Approved - 30	Approved - 20
Unapproved - 0	Unapproved - 2	Unapproved - 4
Total - 1	Total - 32	Total - 24

Communications & Economic Development Department

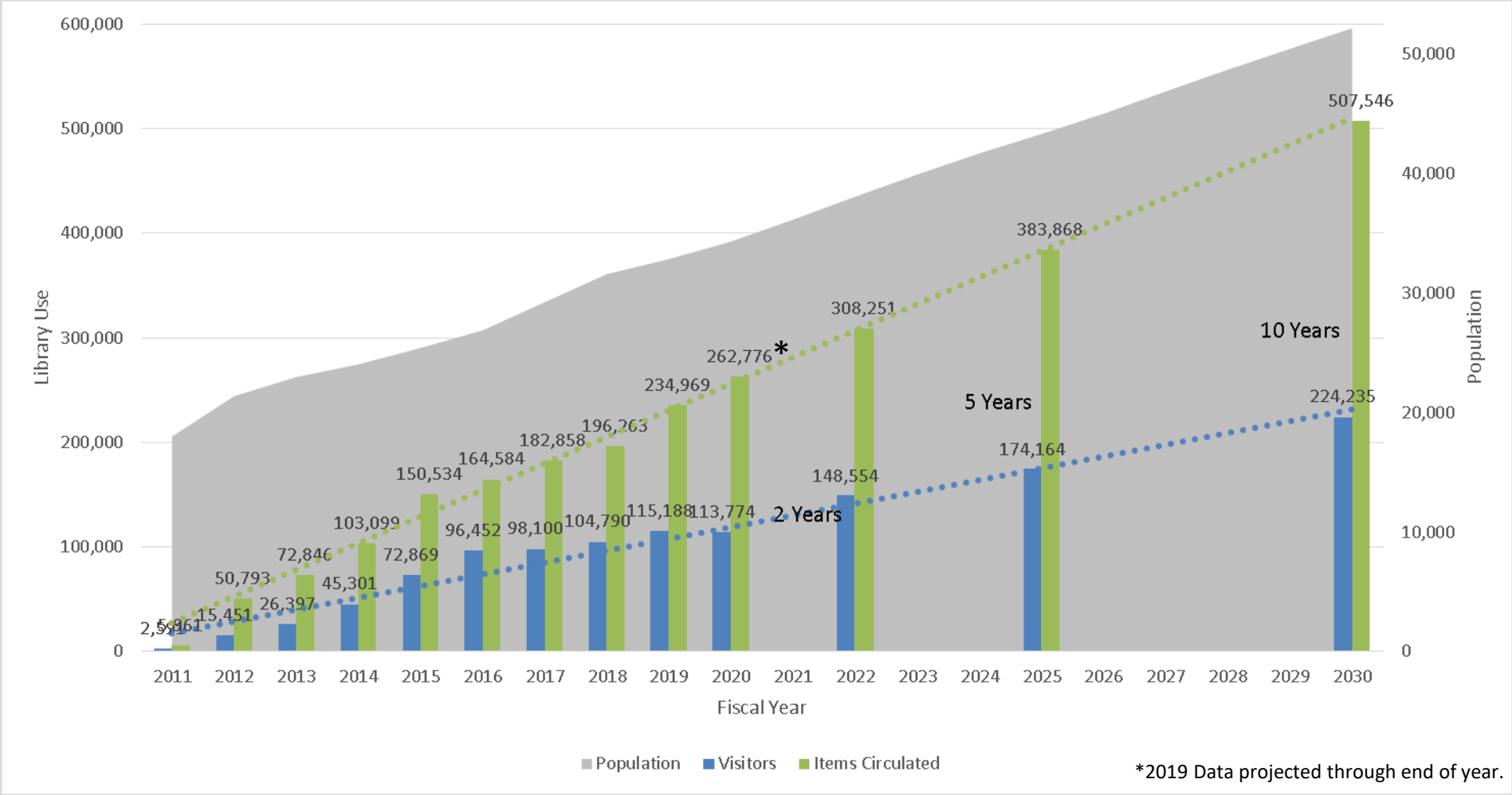
Staff

- David Johnson, ED & PR Director
  - Full-Time
  - 2 year
- AnnElise, Civic Events Coordinator
  - 25 hours average a week
  - 9 years
- Caryn Nielsen Coltrin, CTC Coordinator
  - 20 hours average a week
  - 8 years
- Jealin Dickamore – Assit. Civic Events Coordinator
  - 15 hours average a week
  - Started Dec 2019
- Rashelle Mousley – Assit. Civic Events Coordinator
  - 15 hours average a week
  - Started Dec 2019

CITY OF SARATOGA SPRINGS

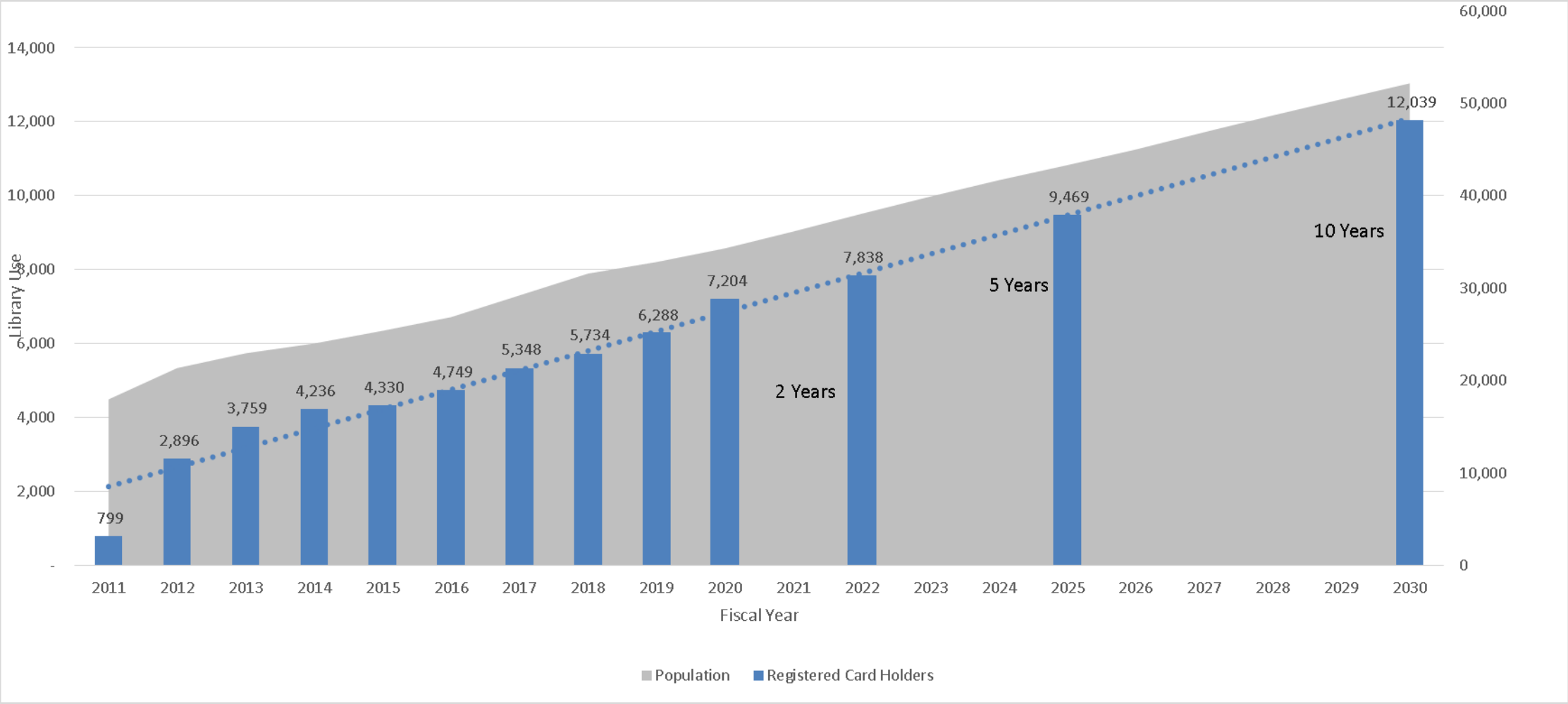
Library

Annual Visitors and Checkouts

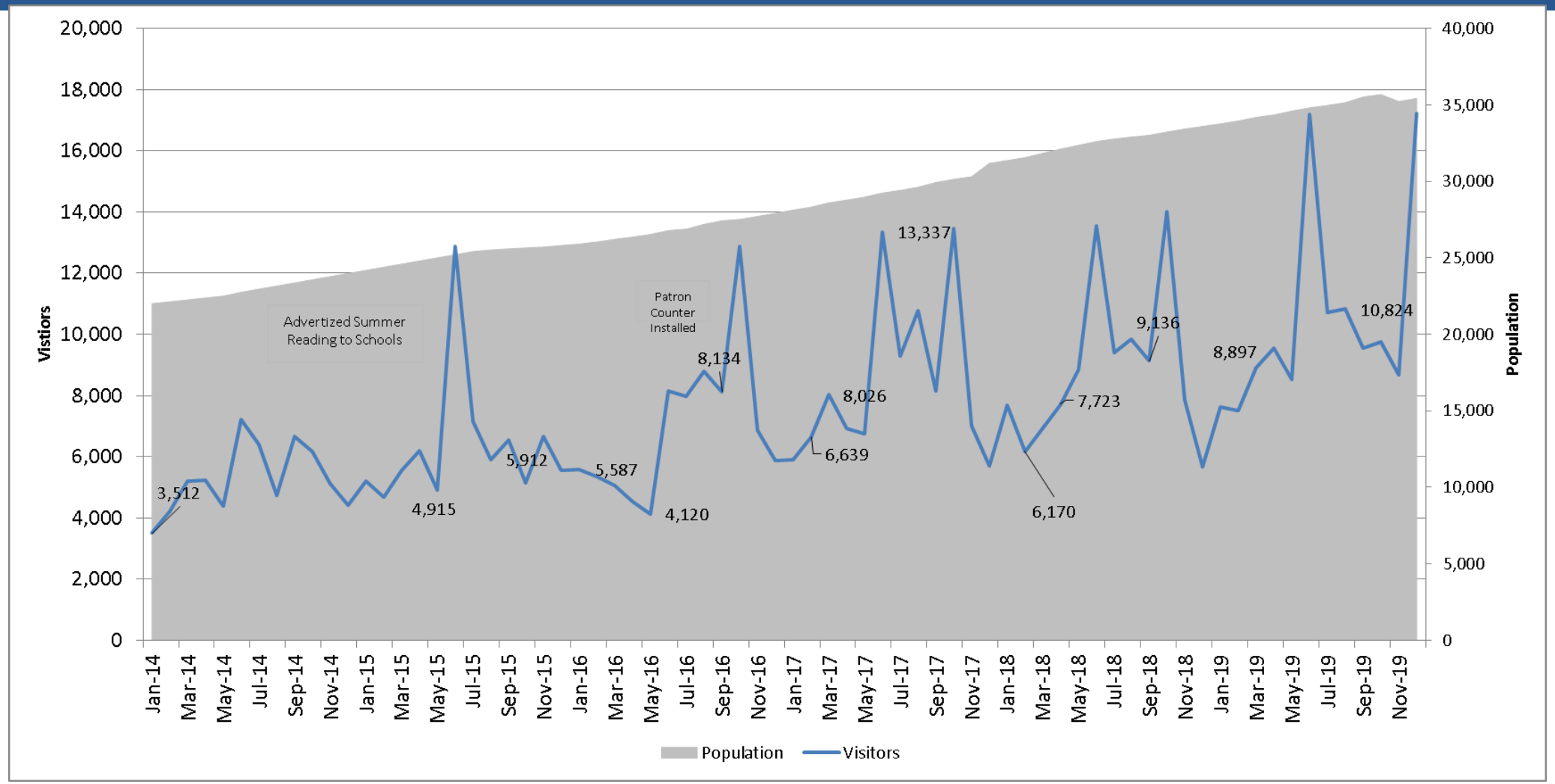


*2019 Data projected through end of year.

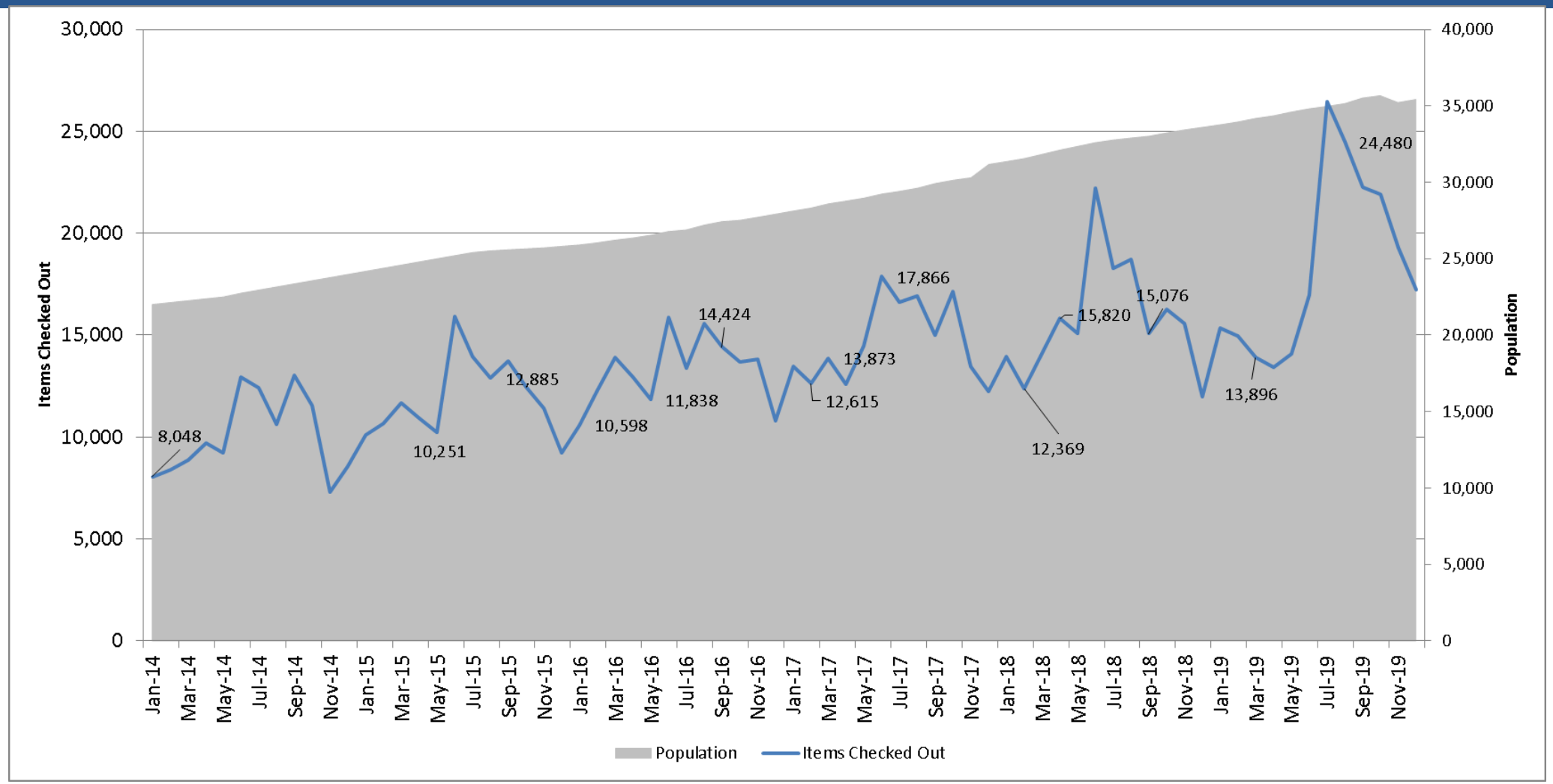
Registered Cardholders



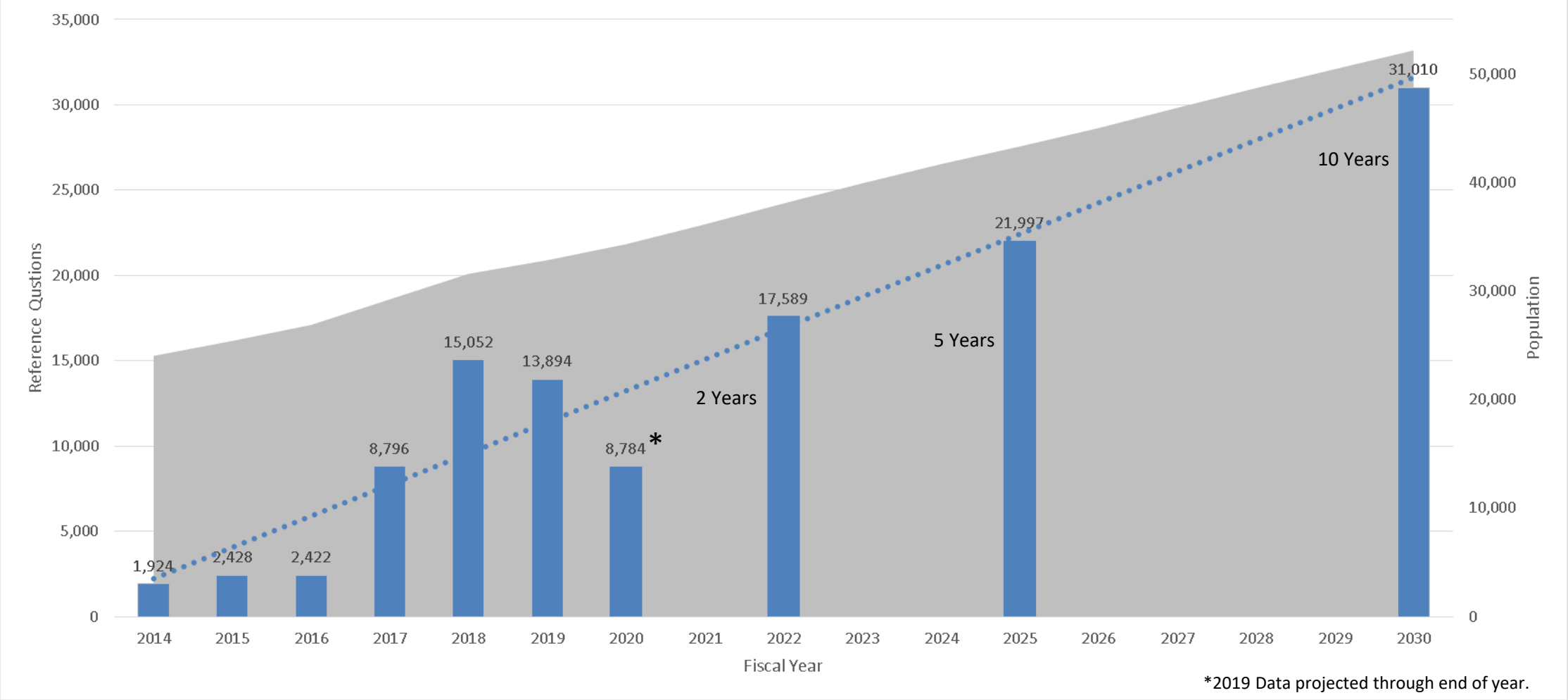
Library Visitors



Checked Out Items



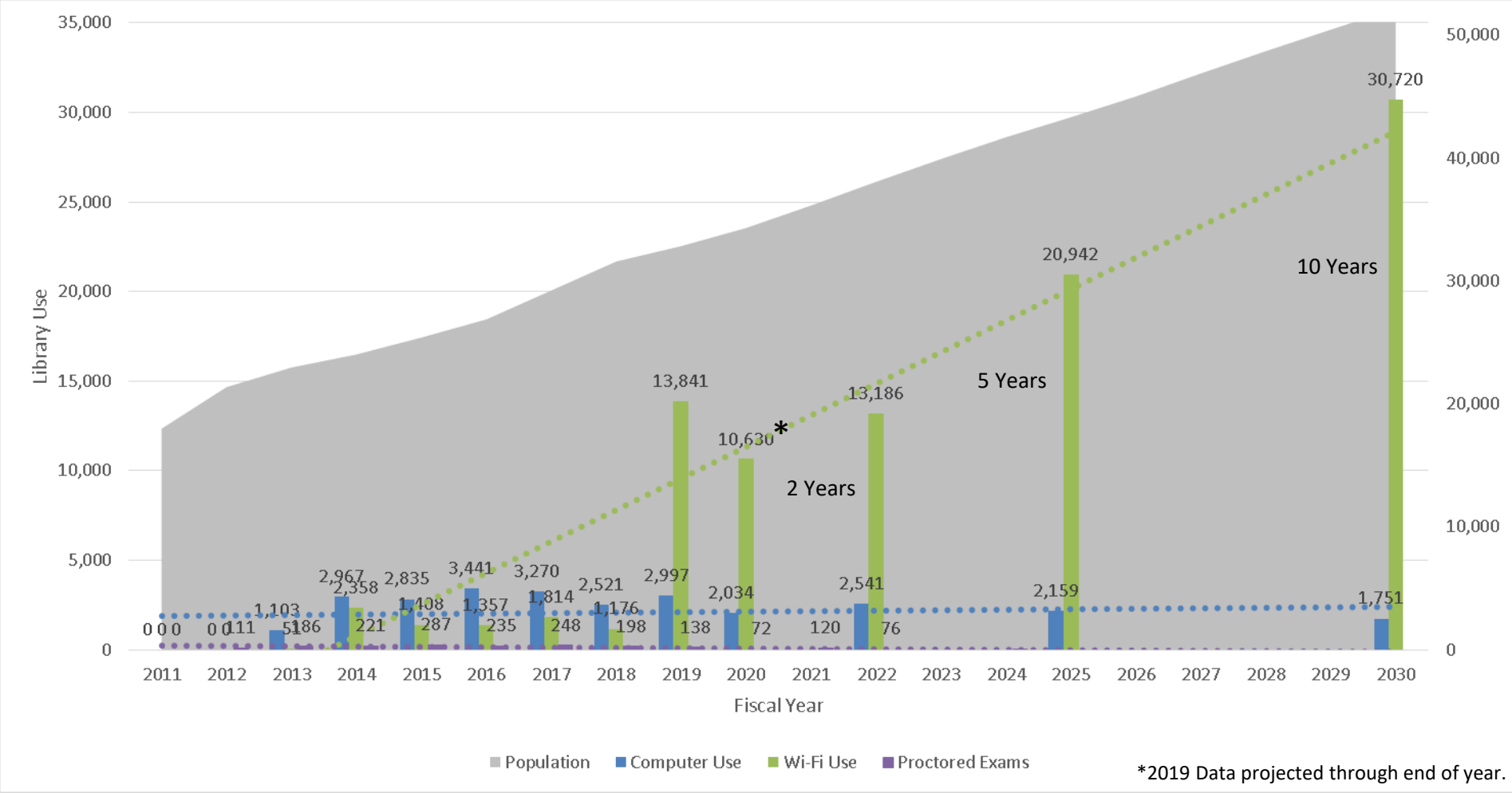
Reference Questions



Reference Questions Collection

- Counting each question that meets the definition of a reference question during our regular business becomes burdensome.
  - Staff are aware they are not counting it accurately between checkouts, questions, returns, etc.
- New Process being tested.
  - 1st Quarter of counting completed.
  - Dates for quarters 2-4 chosen.
- Mimics Orem and Provo's methodology for tracking reference.

Computer Usage



*2019 Data projected through end of year.

Updated Departmental Performance Measures

Name	2016	2017	2018	2019
Visitors	96,452	98,100	104,790	115,188
Items Circulated	164,584	182,858	196,607	234,969
Internet Terminals	34	34	33	33
Number of Internet Terminal Users	2,835	3,270	2,521	2,997
Number of Wi-Fi Users	2,816	1,814	1,176	13,841
Number of Programs	384	270	440	530
Number of Program Attendees	8,410	13,683	22,858	16,670
Number of Registered Users	7,863	9,363	5,734	6,288
Proctored Exams	235	248	198	138
Reference Transactions	4,774	8,796	15,052	13,894

State Benchmarks

Name	2019	Minimum Standard*	Difference
Visitors	115,188	107,207	7,981
Physical Items Circulated**	198,105	157,085	41,020
Electronic Items Circulated**	36,837	18,562	18,275
Internet Terminals	33	-	-
Number of Internet Terminal Users	2,997	8,864	-5,867
Number of Programs	530	344	186
Number of Program Attendees	16,670	11,002	5,668
Total Staff FTE	5.39	9.1	-3.71
Total Reported Operating Expenditures Includes grants and matching costs	$441,387	$491,301	($49,914)
Actual Operating Expenditures	$363,465		
Collections Budget	8.93%	7.67%	1.26%
Turnover of Electronic Materials	0.3616	0.0236	0.338
Turnover of Physical Materials	8.2636	0.8023	7.4613
Wi-Fi Use	13,841	-	-

* Projected: State won’t publish 2019 Data until Spring 2020.

CITY OF SARATOGA SPRINGS

Recreation

Recreation

Quarterly Report January 2020

- Fall Programs
- Fall Program Participation
- Fall Volunteer Numbers
- Upcoming Programs

Recreation

Fall Programs	#'s 2018	#'s 2019	Volunteers	Volunteer Hours
Fall Basketball	270	280	31	496
Flag Football	351	354	30	480
Fall Soccer	1225	1533	140	2240
Cross Country	41	33		
Pickleball League	-	36		
Pickleball Tournament	-	52		
Jr. Jazz Instructional League	451	528	56	448
Adult Coed Softball	-	168		
Adult Men’s Softball	-	210		
Men’s Basketball	53	52		
Women’s Volleyball	55	66		
Girl’s Lacrosse Camp	-	72		
Lacrosse Camp	-	47		
	2446	**3431**	**257**	**3664**

Recreation

Upcoming Programs 2020

Youth Volleyball
Girl's Fast Pitch Softball
Youth Baseball
Adult Coed Softball
Adult Men's Softball
Spring Soccer
Pickleball Clinics
Track & Field
Urban Fishing

SARATOGA SPRINGS
PLANNING

TO: Mayor and City Council
DATE: January 14, 2020
FROM: David Stroud, Planning Director

RE: Road renaming request

Mayor and Council,

A resident recently contacted the Planning Department and inquired about the possibility of renaming a road. The road is question is Indian Rock Drive in Catalina Bay Plat B. A total of ten lots are adjacent to this road. The resident is concerned with the use of "Indian" in the name and would like to request the City change the name. No supplemental names where given but staff has provided some suggestions listed below. Contact was made with the developer of the subdivision and no suggestions have been provided at this time but there may be options provided by the developer prior to the City Council meeting.

Potential names

- Bannock, Shoshone, Ute, Goshute, Paiute, or Navajo Drive (traditional Native American inhabitants of Utah)
- Rock Drive
- Crane Drive (the Sandhill Crane is the symbol of Saratoga Springs)
- Bow Drive (Arrow Court accessed from Indian Rock Drive)
- Kara Way (in honor or Kara Knighton, Senior Planner, who passed away)

19.27.02

3. Changing Existing Street Names. To change an existing street name, the City Council shall hold a public hearing on the proposed name change. City Staff shall provide 10 days' advance written notice by U.S. Mail of the public hearing on the proposed change to all owners of property on the street affected and shall post public notice at the entrance of the road where the majority of the traffic accesses the street. A change of street name is a legislative decision and shall be affirmed by a court of competent jurisdiction if it is reasonably debatable that the change could promote the general welfare. Any person who petitions for a change in the name of a street or alley shall pay an application fee, the cost of the public notice, and the cost of making and installing new street signs required by the name change.

Notices were sent of all property along the existing street and the property was posted with a public notice sign.

Exhibit 1 – Indian Rock Drive Location

Recommendation and Alternatives:

Staff recommends the City Council conduct a public meeting, take public input, discuss the request and choose from the following options.

Staff Recommendation: Approve

"I move to **approve** the change of Indian Rock Drive to _____with the findings and conditions in the staff report dated January 14, 2020:

Findings

1. The renaming will not result in a decrease in public health, safety, and welfare.
2. The renaming is consistent with Section 19.27.03 of the Code,

Conditions:

1. Any conditions or changes as articulated by the City Council: _____."

Option 1 – Continuance

The City Council may also choose to continue the item.

"I move to **continue** the road renaming of Indian Rock Drive to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____"

Option 2 – Denial

The City Council may also choose to deny the item.

"I move to **deny** the application regarding the renaming of Indian Rock Drive with the findings below:

1. The Indian Rock Drive renaming request is not consistent with Section 19.27.03 of the Code, as articulated by the City Council: _____.
2. And_____."

Exhibit 1 – Location Map

RESOLUTION NO. R20-2 (1-21-20)

A RESOLUTION CHANGING THE NAME OF "INDIAN ROCK DRIVE," A PUBLIC STREET LOCATED IN THE CITY OF SARATOGA SPRINGS, UTAH TO "_____"

WHEREAS, pursuant to Section 10-8-32 of the Utah Code and Section 19.27.02.03 of the Saratoga Springs Land Development Code, the City Council may change the name of a street when it appears to be to the best interests of the City and the inhabitants thereof; and

WHEREAS, Indian Rock Drive ("Road") was originally platted in Catalina Bay Subdivision Plat B in 2018; and

WHEREAS, a resident of the City requested the Road name be changed to eliminate the use of the word "Indian"; and

WHEREAS, the City sent notice to property owners adjacent to the Road of the proposed name change, posted the intersection of Indian Rock Drive and Catamaran Way, and held a public hearing on January 21, 2020, regarding the name change; and

WHEREAS, after full consideration of the public comments presented during the public hearing, the City Council has determined that changing the name of the Road to "_____" is in the best interests of the citizens of Saratoga Springs because the name change will eliminate a word in a street name that may be viewed as culturally insensitive to Saratoga Springs residents.

NOW THEREFORE, be it resolved by the City Council of the City of Saratoga Springs, Utah, that Indian Rock Drive, as shown on Exhibit A attached hereto, be renamed to _____. This resolution shall take effective immediately upon passage.

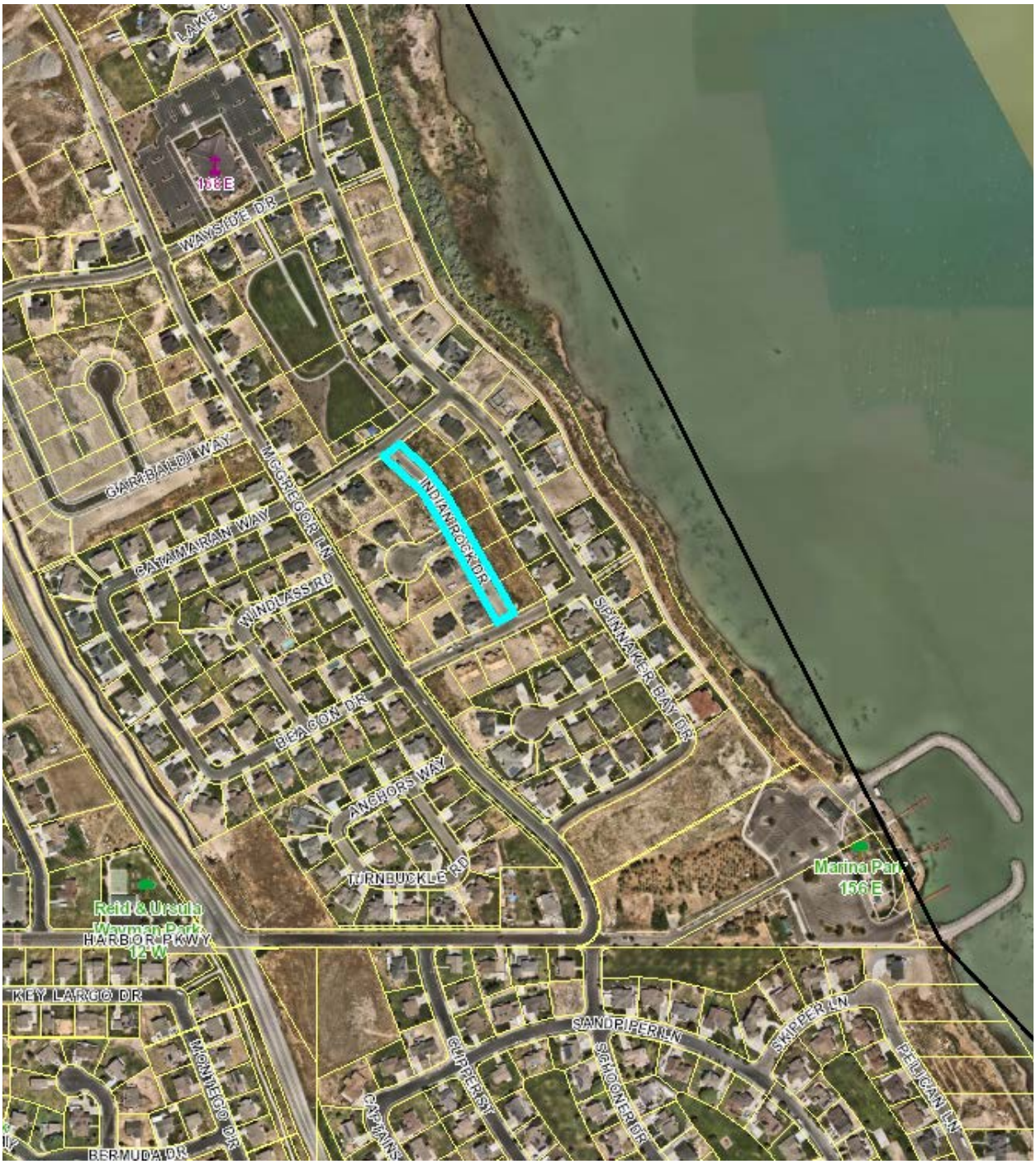
PASSED this 21st day of January, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A


WAYSIDE DR
GARIBALDI WAY
MCGREGOR LN
CATAMARAN WAY
WINDLASS RD
INDIAN ROCK DR
SPINNAKER BAY DR
BEACON DR
ANCHORS WAY
TURNBUCKLE RD
Marina Park
156 E
Reid & Ursula
Wayman Park
HARBOR PKWY
12 W
KEY LARGO DR
MONTEGO DR
BERMUDA DR
SANDPIPER LN
GULPERSY
SCHOONER DR
SKIPPER LN
PELICAN LN

SARATOGA SPRINGS
Life's just better here

City Council Staff Report

West View Estates Plat E, Lot 2, Rezone & Concept Plan
January 21, 2020
Public Meeting

Report Date:	January 14, 2020
Applicant:	Reed Barlow
Owner:	Reed Barlow
Location:	951 West Evans Lane
Major Street Access:	Evans Lane
Parcel Number(s) & Size:	55:668:0002, 5.58 acres
Land Use Designation:	Low Density Residential
Parcel Zoning:	Agriculture
Adjacent Zoning:	A, RA-5
Current Use of Parcels:	Undeveloped
Adjacent Uses:	Low Density Residential, Agriculture
Previous Meetings:	PC PH Rezone and Concept Plan 1.9.20
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	Rachel Day, Planner I

A. Executive Summary:

The applicant requests that the City rezone property from Agriculture (A) to R1-10 at 951 West Evans Lane as shown on Exhibit 1. The applicant also requests non-binding feedback on the proposed West Lake Estates 17-lot concept subdivision plat. This request affects approximately 5.58 acres.

Recommendation:

Planning Commission recommends the City Council conduct a public meeting on the proposed rezone, take public comment, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without modification, denial, or continuation.

Rachel Day, Planner I
rday@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x 161 • 801-766-9794 fax

B. **Background:** The subject property is platted as Lot 2 of West Lake Estates Plat E which was approved in 2006 while under the jurisdiction of Utah County. The subject property is undeveloped and is nearby other low density residential lots. The applicant is proposing to rezone the property in order to develop a single-family residential subdivision in the R1-10 zone.

C. **Specific Requests:**

- Rezone: The land use designation is Low Density Residential (LDR) with a current zone of Agriculture (A). The applicant requests the zone be changed from A to R1-10, in compliance with the current General Plan land use designation. R1-10 is a recommended zone in the LDR land use designation.

- Concept: The applicant is also requesting informal feedback on the proposed West Lake Estates concept subdivision (Exhibit 3) which has been submitted in conformance with the potential R1-10 zone. At a concept level, the proposed subdivision meets all applicable planning development standards of the requested zone. The applicant is proposing no open space and would request the payment in lieu option.

D. **Process:**

- Rezone: The table in Section 19.13.04 outlines the process requirements for a rezone. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council shall then either approve, continue, or deny the request.

- Concept Plan: Section 19.17.02 states "Petitions for changes to the City's Zoning Map for all land use zones shall be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code." Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only, no public hearing is required and no recommendation or action made.

E. **Community Review:** This item was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. As of the date of this report, one neighboring property owner came to the Planning Commission opposing the rezone. The notice has also been posted in the City building, www.saratogspringscity.com, and www.utah.gov/pmn/index.html.

F. **General Plan:** The land use designation of the parcel is LDR. The applicant's request to change the zone from A to R1-10 is consistent with the intent of the land use designation of LDR which is defined as:

> *Single-family neighborhoods built on a highly connected street pattern and interspersed with schools, public facilities, walkable neighborhood amenities, parks and trails. The Low Density Residential designation is expected to be the City's most prevalent land-use designation.*

Staff conclusion: *Complies*. *R1-10 is an appropriate zone in the LDR land use designation and is in line with nearby zoning from this property. Stub roads are preferred to facilitate connections to any future subdivisions to the west.*

G. Code Criteria:

Rezones are legislative decisions. Therefore, the City Council has significant discretion when making a decision on such requests. Because of this legislative discretion, the Code criteria below are guidelines and are not binding.

Rezone:

Section 19.13.04 requires the Planning Commission to hold a public hearing and make a recommendation to the City Council regarding rezones.

Staff finding: complies. *A Planning Commission public hearing was held on January 9, 2020. Minutes of this meeting are included as Exhibit 6. The Planning Commission forwards a positive recommendation to the City Council.*

19.17.03. Planning Commission and City Council Review.

1. The Planning Commission reviews the petition for a rezone and makes a recommendation to the City Council within 30 days of the receipt of the petition. **Staff finding: consistent.**

Petition also included a concept plan that required a review process within the 30 days.

2. The Planning Commission shall recommend adoption of proposed amendments only when it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title. **Staff finding: consistent.**

The Land Use Plan identifies desired land uses for all areas within the City of Saratoga Springs and provides a framework to guide future planning for the community—where people live, work, play, and shop. It supports a variety of land uses that can continue to make Saratoga Springs an attractive place to live and work, while preserving Saratoga Springs' small-town charm. Stable and peaceful single-family neighborhoods are the "building block" of the community, with a mix of smaller and denser residential units in appropriate locations to help diversify the housing stock. Employment areas accommodate a diverse array of businesses and support well-paying jobs.

3. The Planning Commission 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 regarding a public hearing. **Staff finding: consistent.**

All required notices in compliance with State and local laws were sent or posted informing the public of the Planning Commission public hearing.

19.17.04. Gradual Transition of Uses and Density.

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

1. Residential lots, parcels, plats, or developments should not increase by more than 20% of density as compared to adjacent lots, zones, parcels, plats, or developments to enable a gradual change of density and uses. To appropriately transition, new lots should be equal to or larger than immediately adjacent existing platted lots.

2. Exceptions

    a. The City should avoid allowing high intensity uses (e.g., commercial, industrial, multi-family structures, etc.) adjacent to lower intensity uses (e.g., single family, low density residential, etc.), however may allow these uses to be located adjacent to each other if appropriate transitions and buffers are in place. Appropriate buffers and transitions include a combination of roadways, landscaping, building orientation and facades, increased setbacks, open spaces, parks, and trails.

3. Despite these guidelines, the City Council recognizes that it will become necessary to allow high intensity next to low intensity uses in order to allow for the implementation of multiple zones in the City. The City Council should use their best efforts to limit inconsistent uses and zones being located on adjacent parcels and to mitigate inconsistent uses and zones through transitions and buffers.

Staff finding: consistent. *The proposed subdivision is low density residential and is similar in density to adjacent approved residential subdivisions. No high intensity uses are proposed.*

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

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan. **Staff finding: consistent, if approved.**

    The changes proposed are compatible with the surrounding land uses.

2. The proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public. **Staff finding: complies.**

    No adverse consequences are anticipated by the changing of the land use designations and zones.

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City. **Staff finding: complies.**

> *The purpose of Title 19 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. The proposed development complies with Title 19 "By aligning the use of the property with the General Use Master Plan."*

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. **Staff finding: complies.**

> *The property has been identified on the land use map as LDR and the surrounding density is "low" in nature so the proposed LDR designation is in the interest of the public, "The opportunity to provide multiple single-family building lots to the community."*; and

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

Concept Plan Review

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

Per Chapter 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The reviews shall be for comment only, no public hearing is required and no recommendation or action made. The following is a review of the general standards required of the R1-10 zone.

19.04.010 Requirements		**R1-10**	
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Maximum Units per Acre	3 unit/acre	**Does Not Comply.**	*Total acreage of property allows for 16.74 units total. 17 are proposed.*
Lot Size, Residential (Minimum)	10,000 sq. ft.	**Complies.**	*Minimum lot size is 10,000 sq. ft.*
Front Setback (Minimum)	25', 20' for enclosed entry or porch	**Complies.**	*TBD at preliminary plat.*
Street Side Setback (minimum)	20'	**Complies.**	*Setback detail matches code.*
Interior Side Setback, (Maximum)	8'/20'(min/combined)	**Complies.**	*Setback detail matches code.*
Rear* Setback, (Maximum)	25'	**Complies.**	*Setback detail matches code.*
Lot Width (Minimum)	70'	**Complies.**	*All lot widths are more than 70'*
Lot Frontage (Minimum)	35'	**Complies.**	*All lot frontages are more than 35'*
Open Space Frontage (Minimum)	35'	**N/A.**	*Setback does not apply to Open Space proposed as a trail.*

19.05, Supplemental Regulations: **complies.**
19.06, Landscaping and Fencing: **complies.** Details of fencing and landscaping to be determined at preliminary plat stage.
19.11, Lighting: **complies**. TBD at preliminary plat stage.
19.12, Subdivisions: **complies**. Concept plat meets proposed R1-10 standards.
19.13, Process: **complies**. Consistent with General Plan if proposed changes are approved. City code outlines preliminary and final plat requirements.
19.19, Open Space: **can comply**. No Open Space proposed. Will need to pay in lieu.

H. Recommendation and Alternatives:

Planning Commission recommends the City Council conduct a public meeting, take public input, discuss the application, provide feedback on the concept plan and choose from the following options.

Planning Commission Recommendation: Positive

"I move to **approve** the West Lake Estates rezone at 951 West Evans Lane as outlined in Exhibit 1 with the findings and conditions in the staff report dated January 14, 2020:

Findings

1. The Rezone will not result in a decrease in public health, safety, and welfare as outlined in the findings for approval in Section G of this report, which section is hereby incorporated by reference herein.
2. The Rezone is consistent with Chapter 19.17 of the Code, as articulated in the findings for approval in Section G of this report, which section is incorporated by reference herein.

Conditions:

1. The West Lake Estates rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All conditions of the City Engineer, if applicable, shall be met.
3. All other Code requirements shall be met.
4. Any other conditions or changes as articulated by the City Council: _____."

Alternative 1 – Continuance

The City Council may also choose to continue the item.
"I move to **continue** the West Lake Estates rezone 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 – Negative Recommendation

The City Council may also choose to deny the item.
"I move to deny the application regarding the West Lake Estates rezone with the findings below:

1. The West Lake Estates rezone is not consistent with the General Plan, as articulated by the City Council:
   _____, and/or,
2. The West Lake Estates rezone is not consistent with Section [XX] of the Code, as articulated by the City Council:
   _____."

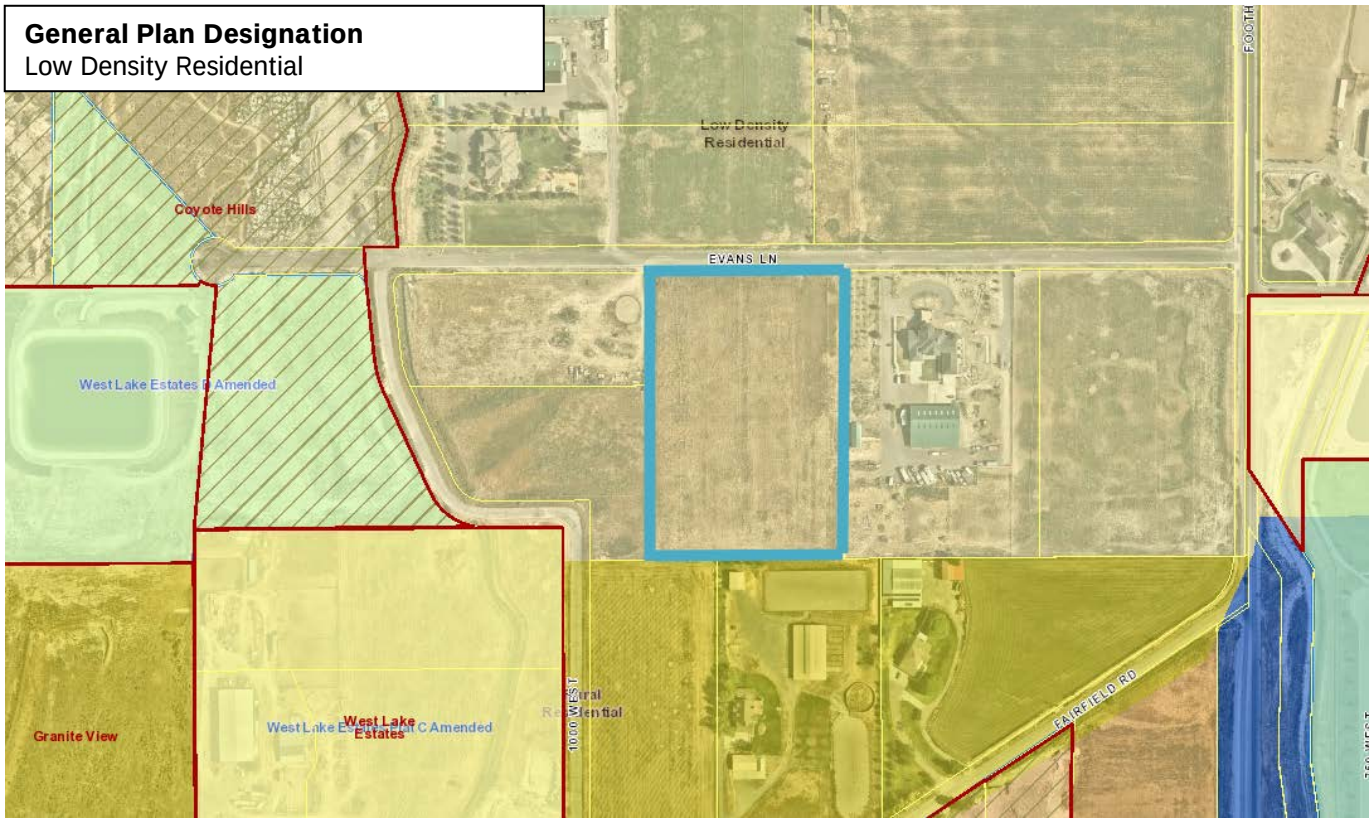
Comments on Concept Plan:

1. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
2. Additional items will require further review at the subdivision review level.
3. The plans shall comply with all Code requirements.
4. Any comments from the Planning Commission:
   a. Would prefer no lots fronting Evans Lane but is permitted on a local road.
5. Any comments from the City Council:

J. Exhibits:

1. General Plan and Proposed Zoning maps
2. Aerial imagery
3. Concept subdivision
4. Planning review checklist
5. City Engineer's staff report
6. Planning Commission Draft Minutes 1/9/20

Exhibit 1


General Plan Designation
Low Density Residential
Low Density Residential
Coyote Hills
EVANS LN
West Lake Estates B Amended
Granite View
West Lake Estates
West Lake Estates C Amended
1000 WEST
FAIRFIELD RD

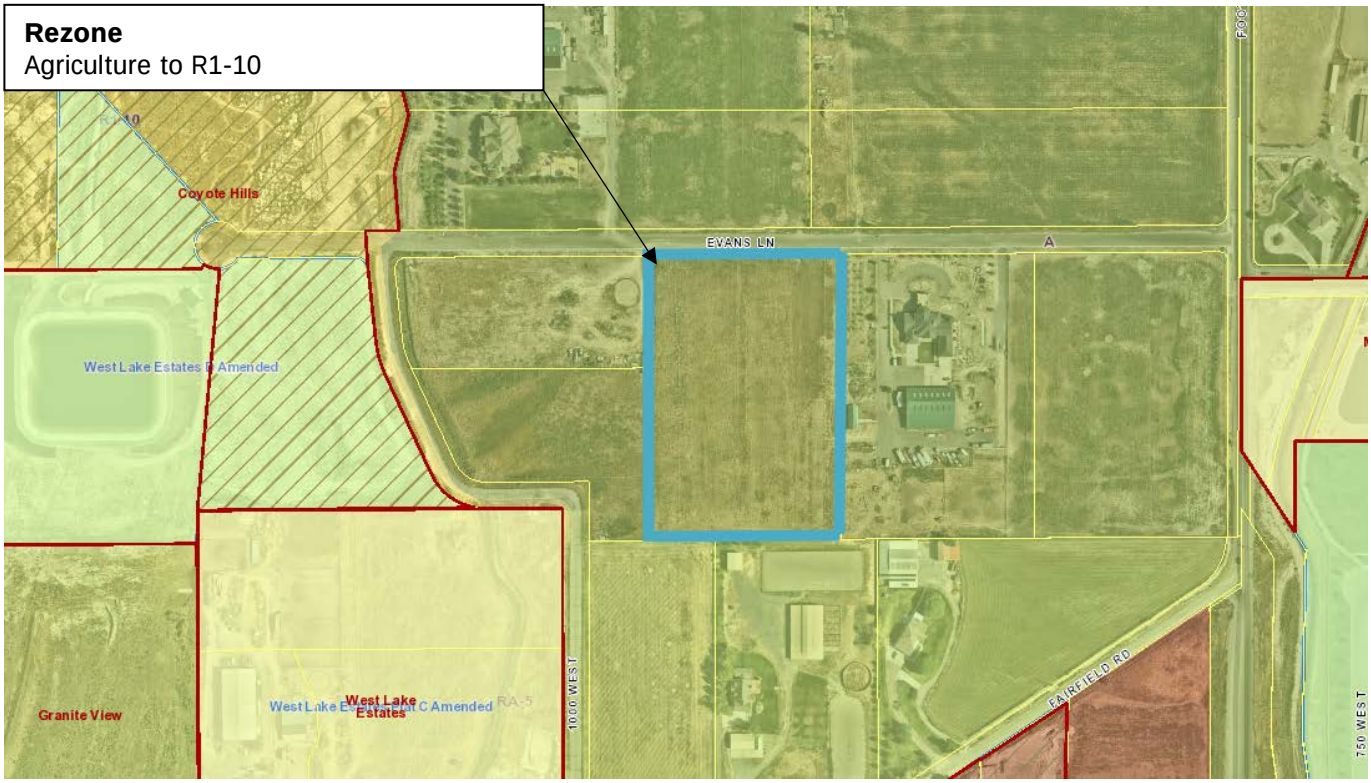

Rezone
Agriculture to R1-10
Coyote Hills
EVANS LN
West Lake Estates B Amended
Granite View
West Lake Estates
West Lake Estates C Amended
RA-5
1000 WEST
FAIRFIELD RD
750 WEST

Exhibit 2

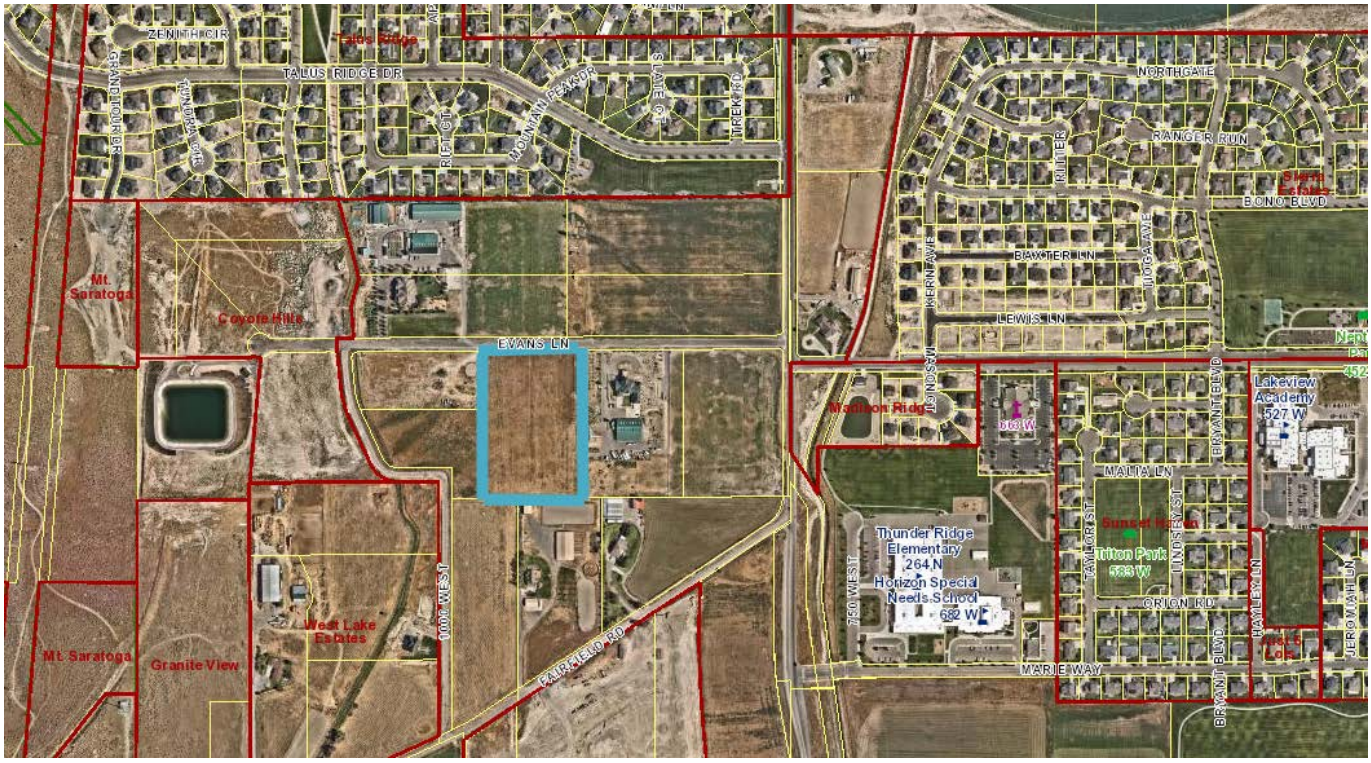

ZENITH CIR
TALUS RIDGE DR
GRAND TOUR DR
MOUNTAIN PEAK DR
STATE CT
TREK RD
NORTHGATE
RANGER RUN
BONO BLVD
BAXTER LN
LEWIS LN
EVANS LN
Mt. Saratoga
Coyote Hills
Madison Ridge
Lakeview Academy
527 W
MALTA LN
Thunder Ridge Elementary
264 N
Horizon Special Needs School
682 W
750 WEST
100 W WEST
FAIRFIELD RD
West Lake Estates
Granite View
Mt. Saratoga
ORION RD
MARIE WAY
BRYANT BLVD
LINDSEY ST
TAYLOR ST
KERN AVE
MOGAVE
RUTLER

Exhibit 3

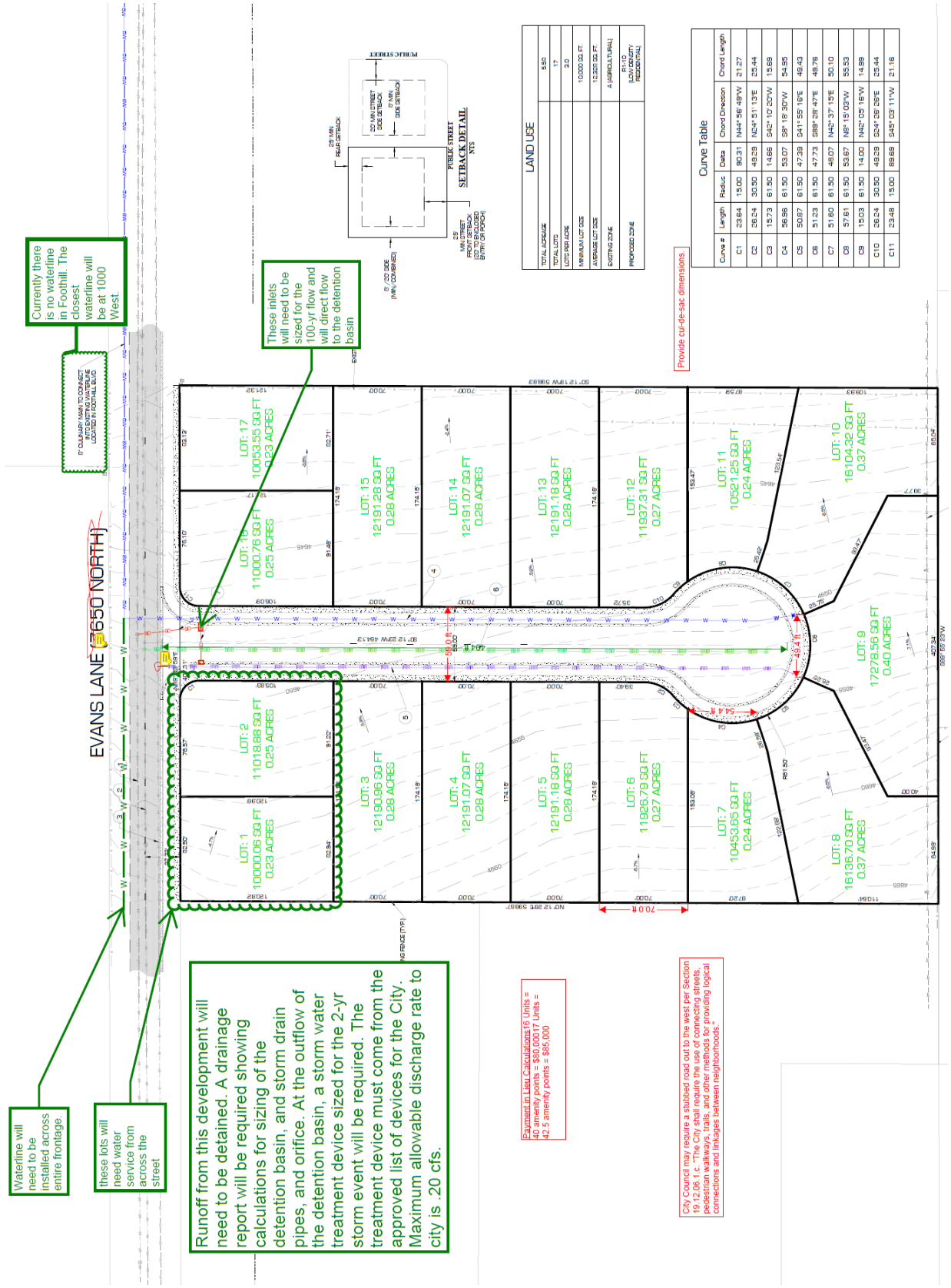

Currently there is no waterline in Foothill. The closest waterline will be at 1000 West.
These inlets will need to be sized for the 100-yr flow and will direct flow to the detention basin
Provide cul-de-sac dimensions.
EVANS LANE (2650 NORTH)
LAND USE
TOTAL ACREAGE 8.58
TOTAL LOTS 17
LOTS PER ACRE 2.0
MINIMUM LOT SIZE 10,000.00 SQ FT
AVERAGE LOT SIZE 12,200.00 SQ FT
EXISTING ZONE A (AGRICULTURAL)
PROPOSED ZONE R-1-10 (LOW DENSITY RESIDENTIAL)
SETBACK DETAIL
NTS
PUBLIC STREET
Curve Table
Curve # Length Radius Delta Chord Direction Chord Length
C1 23.64 15.00 90.31 N44° 56' 49"W 21.27
C2 28.24 30.50 49.29 N24° 51' 13"E 25.44
C3 15.73 61.50 14.66 S42° 10' 20"W 15.69
C4 56.96 61.50 53.07 S8° 18' 30"W 54.95
C5 50.87 61.50 47.39 S41° 55' 16"E 49.43
C6 51.23 61.50 47.73 S88° 28' 47"E 49.76
C7 51.80 61.50 48.07 N42° 37' 15"E 50.10
C8 57.61 61.50 53.67 N8° 15' 03"W 55.53
C9 15.03 61.50 14.00 N42° 05' 16"W 14.99
C10 28.24 30.50 49.29 S24° 56' 26"E 25.44
C11 23.48 15.00 89.69 S45° 03' 11"W 21.16
LOT: 1 10000.06 SQ FT 0.23 ACRES
LOT: 2 11018.88 SQ FT 0.25 ACRES
LOT: 3 12190.96 SQ FT 0.28 ACRES
LOT: 4 12191.07 SQ FT 0.28 ACRES
LOT: 5 12191.18 SQ FT 0.28 ACRES
LOT: 6 11926.79 SQ FT 0.27 ACRES
LOT: 7 10453.63 SQ FT 0.24 ACRES
LOT: 8 16136.70 SQ FT 0.37 ACRES
LOT: 9 17278.56 SQ FT 0.40 ACRES
LOT: 10 16104.32 SQ FT 0.37 ACRES
LOT: 11 10521.25 SQ FT 0.24 ACRES
LOT: 12 11937.31 SQ FT 0.27 ACRES
LOT: 13 12191.18 SQ FT 0.28 ACRES
LOT: 14 12191.07 SQ FT 0.28 ACRES
LOT: 15 12191.28 SQ FT 0.28 ACRES
LOT: 16 11000.76 SQ FT 0.25 ACRES
LOT: 17 10053.55 SQ FT 0.23 ACRES
Waterline will need to be installed across entire frontage.
these lots will need water service from across the Street
Runoff from this development will need to be detained. A drainage report will be required showing calculations for sizing of the detention basin, and storm drain pipes, and orifice. At the outflow of the detention basin, a storm water treatment device sized for the 2-yr storm event will be required. The treatment device must come from the approved list of devices for the City. Maximum allowable discharge rate to city is .20 cfs.
Payment in Lieu Calculations16 Units = 40 amenity points = $60,00017 Units = 42.5 amenity points = $85,000
City Council may require a stubbed road out to the west per Section 19.12.06.1.c. "The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods."

Exhibit 4

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	12/2/2019
Date of Review:	12/10/2019
Project Name:	West Lake Estates F
Project Request / Type:	Rezone/ Concept Plan
Meeting Type:	PC public hearing and CC public meeting
Applicant:	Reed Barlow
Owner:	Reed Barlow
Location:	951 West Evans Lane
Major Street Access:	Evans Lane
Parcel Number(s) and size:	55:668:0002/ 5.58 acres
Land Use Designation:	Low Density Residential
Parcel Zoning:	Agriculture
Adjacent Zoning:	Agriculture, RA-5
Current Use:	Undeveloped
Adjacent Uses:	Low Density Residential, Agriculture
Previous Approvals:	West Lake Estates Plat E by the County in 2006
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Rachel Day, Planner I

Section 19.13 – Application Submittal

- Application Complete: **Yes.**
- Rezone Required: **Yes.**
    - Zone: A to R1-10
- General Plan Amendment required: **No.**
- Additional Related Application(s) required: **No.**

Section 19.13.04 – Process

- DRC: 12/9/19
    - Best to stub street to the west.
- PC: 1/9/2020
- CC: TBD

General Review

Building Department

- Setback detail
- Lot numbering – per phase (i.e. Phase 1: 100, 101, 102. Phase 2: 200, 201, 202, etc.)
- True buildable space on lots (provide footprint layout for odd shaped lots)
- Lot slope and need for cuts and fills

Fire Department

- Residential:
  - Fire flows shall be met for this development and future development in the area.
  - Hydrants shall not exceed 500' spacing in R3-6 and lower areas.
  - Higher than R3-6, hydrants shall not exceed 300' spacing.
  - All three story structures above grade shall be fire sprinkled and meet NFPA 13 requirements where required.
  - All access roads shall support 26' of un-obstructed drive isle with parking on the streets.
  - The 59' road cross-section shall be used if applicable. If the streets are not able to support such movement, fire lane signage shall be posted by the developer.
  - All cul-de-sacs shall meet our current standard and shall have hydrants in them. All cul-de-sacs shall be a minimum of 96' in diameter from curb face to curb face and have a hydrant located within the cul-de-sac.
  - Third party review required for sprinkler systems
  - Dimension street and cul-de-sac widths on plat
  - Turnarounds on cul-de-sacs and dead-ends more than 150' in length

GIS / Addressing

- Addressing to be assigned at plat review stage.

Code Review

- 19.04, Land Use Zones
  - Zone: Proposed zone is R1-10 and current zone is A
    - Proposed zone of R1-10 is consistent with the General Plan designation of LDR and consistent with adjacent residential properties (developed and vacant).
  - Use: Single Family Lots

19.04.010 Requirements			R1-10
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Maximum Units per Acre	3 unit/acre	**Does Not Comply.**	*Total acreage of property allows for 16.74 units total. 17 are proposed.*
Lot Size, Residential (Minimum)	10,000 sq. ft.	**Complies.**	*Meets requirement.*
Lot Coverage (Maximum)	50%	**N/A.**	*TBD*
Structure Height (Minimum)	35'	**N/A.**	*TBD*
Dwelling Size (Minimum)	1,250 sq. ft.	**N/A.**	*TBD*
Lot Width (Minimum)	70'	**Complies.**	*Meets requirement.*
Lot Frontage*** (Minimum)	35'	**Complies.**	*Meets requirement.*
Open Space Frontage (Minimum)	35'	**N/A.**	*None proposed.*
Front Setback* (Minimum)	25', 20' for enclosed entry or porch	**N/A.**	*TBD*
Street Side Setback (Minimum)	20'	**N/A.**	*TBD*
Interior Side Setback, Residential(Minimum)	8'/20'(min/combined)	**N/A.**	*TBD*
Rear* Setback, Residential(Minimum)	25'	**N/A.**	*TBD*

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: Buildings intended for human occupancy shall be constructed at least one foot above the base flood elevation.	**Complies.**	*Not on a flood plain.*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	*Connections provided.*
Transportation Master Plan: Lots shall not interfere with the Transportation Master Plan.	**Complies.**	*Does not interfere.*
Property Access - All lots shall abut a dedicated public or private road.	**Complies.**	*Meets requirement.*

19.06 Landscaping and Fencing
Landscaping
Landscaping to be discussed at the preliminary plat stage.

19.11 Lighting
Street light locations to be discussed at the preliminary plat stage. Standard City-approved lights to be used.

19.12 Subdivision		
Subdivision Layout		
Regulation	**Compliance**	**Regulation**
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	**Complies.**	*The Concept Plan follows these requirements.*
Block Length: The maximum length of blocks shall be 1,000 feet. In blocks over 800 feet in length, a dedicated public walkway through the block at approximately the center of the block will be required.	**Complies.**	*The block length is under 800 feet.*
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	**Can Comply.**	*Possible connection to west may be required.*
Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.	**Complies.**	*The subdivision doesn't intersect an arterial road.*
Two separate means of vehicular access onto a collector or arterial road shall be required when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed fifty.	**Complies.**	*There are only 17 lots in the proposed subdivision.*
Lot Design		
Regulation	**Compliance**	**Regulation**
All subdivisions shall result in the creation of lots that are developable and capable of being built upon.	**Complies.**	*All lots are buildable.*
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	**Complies.**	*All lots have frontage on a public road.*
Corner lots for residential use shall be ten percent larger than the required minimum lot.	**Complies.**	*All corner lots are a minimum of 11,000 sq. ft.*
No lot shall be created that is divided by a municipal or county boundary line.	**Complies.**	*The plans meet this requirement.*

Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the City Council.	**Complies.**	*There are no remnant parcels.*
Double access lots are not permitted with the exception of corner lots.	**Complies.**	*No double access lots are proposed.*
Driveways for residential lots or parcels shall not be allowed to have access on major arterials.	**Complies.**	*There are no major arterials by the proposed subdivision.*

Concept Plan Map		
Regulation	**Compliance**	**Findings**
Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use.	**Complies.**	*West Lake Estates Plat F.*
Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known.	**Complies.**	*West Lake Estates Plat F.*
Locations and widths of existing and proposed streets and right-of-ways.	**Can Comply.**	*59'. Possible connection required.*
Road centerline date including bearing, distance, and curve radius.	**Complies.**	*Provided.*
Configuration of proposed lots with minimum and average lot sizes.	**Complies.**	*All over 10,000 SF and corner lots over 11,000 SF.*
Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities.	**Complies.**	*None proposed. General Note 3.*
Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space.	**Complies.**	*None on site.*
Total acreage of the entire tract proposed for subdivision.	**Complies.**	*5.58 acres.*
General topography shown with 1'or 2' contours and slope arrows with labels.	**Complies.**	*Provided.*
North arrow, scale, and date of drawing.	**Complies.**	*Provided.*
Property boundary with dimensions.	**Complies.**	*Provided.*
Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre.	**Complies.**	*Provided.*
Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities.	**Complies.**	*Provided.*
Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project.	**Complies.**	*Provided.*
A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area.	**Complies.**	*Provided. Transportation Corridor.*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting.	*N/A*
Notice / Land Use Authority.	*Yes / City Council*
Master Development Agreement	*TBD*
Payment of Lieu of Open Space.	*Required*

19.17		
19.17.02 Petition for Change		
Regulation	**Compliance**	**Findings**
Fee, explanation, concept plan	**Complies.**	*Provided*
19.17.05 Consideration of General Plan, Ordinance, or Zoning Map Amendment		
The proposed change will conform to the Land Use Element and other provisions of the General Plan;	**Complies.**	*R-10 zoning fits into the Low Density Residential category.*
The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;	**Complies.**	*Meets requirements.*
The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and	**Complies.**	*"By aligning the use of the property with the General Use Master Plan."*
In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.	**Complies.**	*"The opportunity to provide multiple single-family building lots to the community."*
Other		
Include a statement addressing how the proposed amendment is consistent with the Saratoga Springs Land Use Element of the General Plan and how changed conditions make the proposed amendment necessary to fulfill the purposes of Title 19.	**Complies.**	*Provided. Owner's Statement.*
A statement addressing each of the criteria listed in Section 19.17.05.	**Complies.**	*Provided. Owner's Statement.*

19.19 Open Space		
Minimum Required Open Space		
Regulation	**Compliance**	**Findings**
Open Space Required: A minimum of one Equivalent Acre of park space is required for every 40 residential units in a development, or fraction thereof.	**Complies.**	*0.40 acres required for 16 units and 0.43 acres required for 17 units.*
Minimum Percentage by Development: In addition to the minimum Equivalent Acres, to ensure a livable community, in no case shall the percentage of total open space acreage provided in the following types of development be less than the listed percentage: a. Single family developments: 10% of overall development acreage	**Complies.**	*0.56 acres required for 5.58 acres.*
Minimum Required Amenities		
Minimum Points: Minimum required points are based on the number of required Equivalent Acres provided in a contiguous park and are outlined in the table in 19.19.05(2).	**Can Comply.**	*0-2.49 required 100 per Equivalent Acre. So 40 or 42.5 points required.*
Payment in Lieu of Open Space		
Applicability: the City's Payment in Lieu of Open Space Program may be utilized for all or a portion of the requirement for developments that meet one or more of the following criteria: i. any single-family development where a minimum of 75 percent of the lots are 10,000 square feet or larger, or ii. any single-family development with a park requirement of less than one acre, or iii. any development in the MW zone where such fee will aid in the creation of large clustered open spaces near the waterfront, or iv. that portion of a development that is located within ¼ mile of an existing improved regional public park.	**Complies.**	*Meets the first two requirements.*
Total Cost:	**Can Comply.**	*Required to pay for 40 or 42.5 points. ($80,000 or $85,000)*

1. The City shall maintain an annually updated list of land values for the cost of a non-sensitive developable acre, and apply the land value to the required Equivalent Acres for which the applicant desires to pay a fee in lieu. 2. The City shall calculate the minimum required points per this chapter, and multiply the points by $2,000 to determine the cost of the minimum required open space improvements, including landscaping, parks, trails, and other amenities.		

Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*No.*
What is the anticipated cost to the City?	*Maintenance of the road.*
When will City maintenance begin?	*Upon completion.*

Exhibit 5

Staff Report

Author: Gordon Miner, City Engineer

Subject: West Lake Estates – Concept Plan

Date: January 9, 2020

Type of Item: Concept Plan Review

Description:

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

B. Background:

Applicant:	*Reed Barlow*
Request:	*Concept Plan*
Location:	*951 West Evans Lane*
Acreage:	*5.58 acres - 17 lot*

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

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

Exhibit 6

Planning Commission Draft Minutes 1/9/20

8. Public Hearing: West Lake Estates plat F Rezone from Agriculture to R1-10 and Concept Plan, located at 951 W. Evans Ln. Reed Barlow, applicant.

Planner I Rachel Day presented the item. The applicant requests that the City rezone property from Agriculture to R1-10 in compliance with the current General Plan. The applicant also requests non-binding feedback on the proposed West Lake Estates 17-lot concept subdivision plat. This request affects approximately 5.58 acres. The applicant is proposing no open space and would request the payment in lieu option. Reed Barlow was present as applicant. Their intent is to build some nice homes. There could be possible connection to the west.

Public Hearing Open by Chairman Bryan Chapman

Darrell Wendel is south of this proposed project. They have gone to a lot of trouble to keep their property zoned agriculture. He feels his property is getting closed in and is not happy with the encroachment on his working agricultural property. He thought perhaps the density could be brought up to half acre lots. He noted that even with fences neighboring children and dogs make their way into his farmland.

Melissa Nelson noted she has found people that want a community like this with custom homes closer to the City. She feels this will fit in to what is going in the area.

Public Hearing Closed by Chairman Bryan Chapman

Staff responded to some questions from public comment. Planning Director Dave Stroud advised that any single family development comes in above the percentages for types of housing. This concept meets the max units per acre. This would not be a collector route, but will be a local road. They can do payment in Lieu of

open space if they meet the criteria. Reed Barlow felt that payment in lieu was better to be used at nearby parks than in anything tiny they would be able to have. He noted they had looked at half acre lots, R1-10 would allow for some really nice lots.

Commissioner Ryan

- Asked how the stub to the west might be envisioned. Reed Barlow noted that right now that parcel is not interested in developing but they want to leave the options open.
- Appreciated the forethought of looking toward another development possibly coming in.

Commissioner Wagstaff

- Expressed concern about homes facing Evans Ln. If the other subdivision goes in to the west the road would become more of a main road and be more dangerous for driveways and kids.

Commissioner Anderson

- Shared concern about proximity to Mountain View Corridor.
- Noted that the due process is being done and public can also bring their concerns to City Council.

Commissioner Kilgore

- Received clarification on maximum units per acre. Planning Director Dave Stroud advised the standard R1-10 lot is 10,000 sq. ft.

Commissioner Cunningham

- Received clarification from Planning Director Dave Stroud that a note on the plat for nearby agricultural is our standard procedure.
- He felt lot 9 was troublesome with the narrow lot frontage. Reed Barlow noted that when they refine the plans they would look at the home designs to make sure they complimented the lots.

Commissioner Barton

- Received clarification from Planning Director Dave Stroud that the payment in lieu money went into a City open space fund to be used for amenities or acreage or other improvements in other locations.

Motion made by Commissioner Anderson to forward to the City Council a positive recommendation regarding the West Lake Estates rezone at 951 West Evans Lane as outlined in Exhibit 1 with the findings and conditions in the staff report dated January 2, 2020. Seconded by Commissioner Wagstaff. Aye: Bryce Anderson, Audrey Barton Bryan Chapman, Troy Cunningham, Ken Kilgore, Reed, Ryan, Josh Wagstaff. Motion passed 7 - 0.

ORDINANCE NO. 20-2 (1-21-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE LAND USE MAP OF THE GENERAL PLAN AND ZONING MAP FOR CERTAIN REAL PROPERTY TOTALING 5.58+/- ACRES LOCATED AT APPROXIMATELY ~951 West Evans Lane; INSTRUCTING THE CITY STAFF TO AMEND THE ZONING MAP; 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; 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 January 9, 2020, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendment to the City-wide zoning map and forwarded a positive recommendation with conditions; and

WHEREAS, on January 21, 2020, the City Council held a public meeting after proper notice and publication to consider the proposed amendments; and

WHEREAS, the City Council voted on the zoning map amendment at the January 21, 2020 meeting; and

WHEREAS, after due consideration, and after proper 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 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 A to R1-10 on the City's Zoning Map. City Staff is hereby instructed to amend the official City Zoning Map 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 21st day of January, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

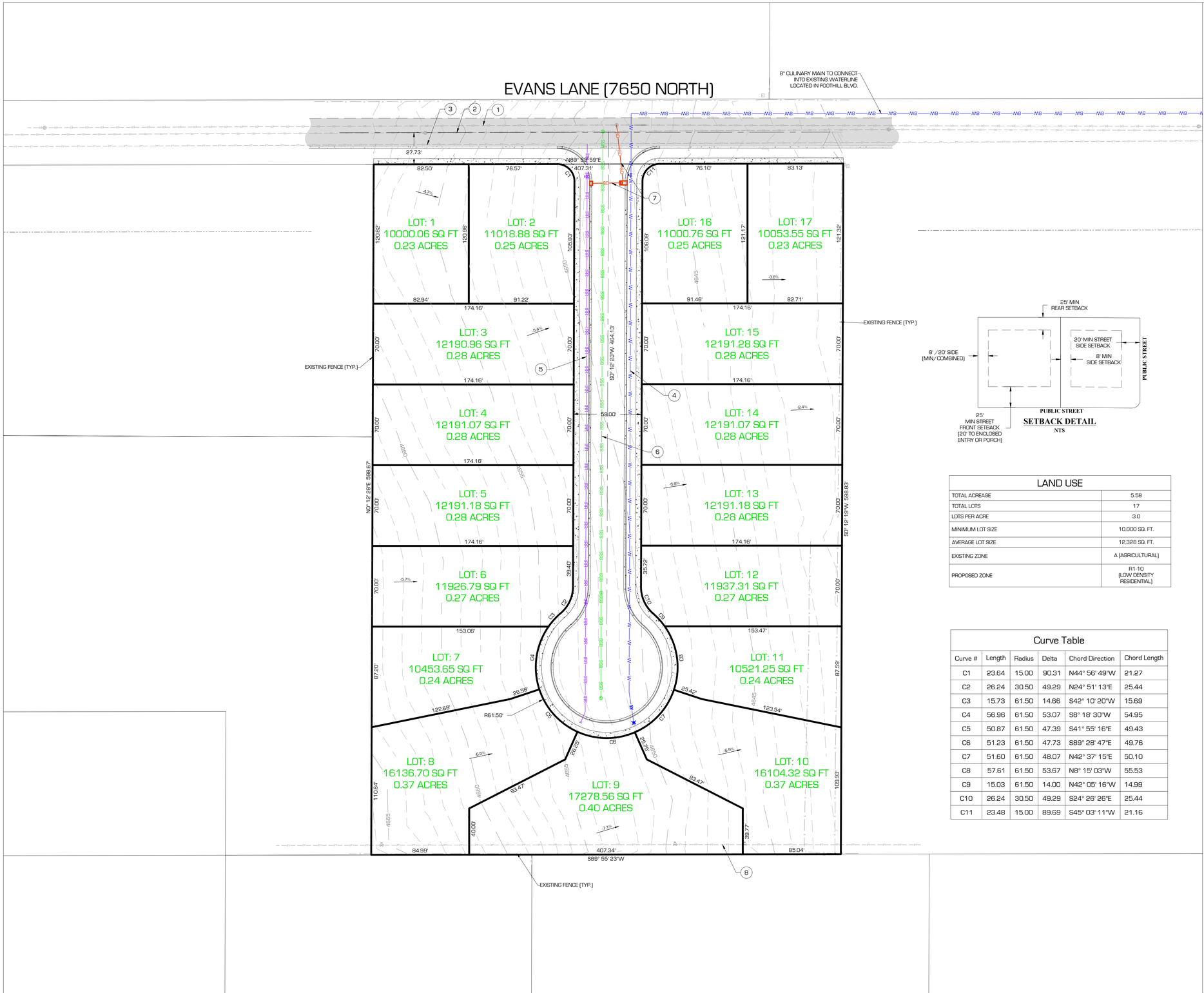
	VOTE
Chris Carn	_____
Michael McOmber	_____
Ryan Poduska	_____
Chris Porter	_____
Stephen Willden	_____

LEGAL DESCRIPTION
PREPARED FOR
SARATOGA SPRINGS
PROPERTY OF: REED I. BARLOW

PROJECT DESCRIPTION

All of Lot 2, Plat "E", WEST LAKE ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder.

Contains: 5.58+/- acres



SETBACK DETAIL
NTS

LAND USE

TOTAL ACREAGE	5.58
TOTAL LOTS	17
LOTS PER ACRE	3.0
MINIMUM LOT SIZE	10,000 SQ. FT.
AVERAGE LOT SIZE	12,328 SQ. FT.
EXISTING ZONE	A (AGRICULTURAL)
PROPOSED ZONE	R1-10 (LOW DENSITY RESIDENTIAL)

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.64	15.00	90.31	N44° 56' 49"W	21.27
C2	26.24	30.50	49.29	N24° 51' 13"E	25.44
C3	15.73	61.50	14.66	S42° 10' 20"W	15.69
C4	56.96	61.50	53.07	S8° 18' 30"W	54.95
C5	50.87	61.50	47.39	S41° 55' 16"E	49.43
C6	51.23	61.50	47.73	S89° 28' 47"E	49.76
C7	51.60	61.50	48.07	N42° 37' 15"E	50.10
C8	57.61	61.50	53.67	N8° 15' 03"W	55.53
C9	15.03	61.50	14.00	N42° 05' 16"W	14.99
C10	26.24	30.50	49.29	S24° 26' 26"E	25.44
C11	23.48	15.00	89.69	S45° 03' 11"W	21.16

GENERAL NOTES:

1. ALL EXISTING FEATURES NOT CALLED OUT FOR REMOVAL ARE TO REMAIN.
2. THERE ARE NO EXISTING OR PROPOSED IRRIGATION FEATURES OR OTHER WATERWAYS WITHIN THE TRACT OR WITHIN THE SURROUNDING 100 FEET.
3. THERE ARE NO PROPOSED PARKS IN THE DEVELOPMENT.
4. CONTRACTOR TO FIELD VERIFY LOCATION AND SIZE OF EXISTING WATER AND SEWER STUBS.
5. INTERNATIONAL BUILDING CODE TYPE: VB CONSTRUCTION

(1) SHEET NOTES:

PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. EXISTING 24" STORM DRAIN
2. EXISTING 12" SEWER
3. EXISTING 30" PRESSURIZED IRRIGATION
4. 8" CULINARY WATERLINE
5. 6" SECONDARY WATERLINE
6. 8" SEWER LINE
7. 15" STORM DRAIN LINE
8. EXISTING 2" IRRIGATION LINE

N

0 40' 80'

CONCEPT FOR REVIEW ONLY

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC, AN SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED AS SUCH.

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

WEST LAKES ESTATES PLAT F

951 WEST EVANS LANE
SARATOGA SPRINGS, UTAH 84045

MARK	DATE	DESCRIPTION

PROJECT #:	19-205
DRAWN BY:	A. OCHSENBEIN
PROJECT MANAGER:	W. SOUTHWICK
ISSUED:	11.26.19

CONCEPT PLAN

C-101

City Council
Staff Report

Author: Jeremy Lapin, Public Works Director
Subject: Central Utah Water Conservancy District (CUWCD) Grant
Date: January 21, 2019
Type of Item: Approval of Grant Agreement

Description:

A. Topic:

This item is for a resolution approving the CUWCD Advanced Metering Infrastructure (AMI) Grant.

B. Background:

The City of Saratoga Springs completed its Fixed Network Meter Read system in 2019 with the help of a Grant from CUWCD. The City has also recently launched a customer Portal allowing residents to access their water usage data in real-time. The City applied for and received additional funding from CUWCD to launch a campaign to encourage customers to use the platform. The City intends to hire a public relations firm, develop proactive messaging, leverage social media and mobile technology, and/or find other creative ways to engage customers and get the full value out of its AMI investment.

C. Analysis:

The City intends to use these funds to maximize the use of the customer portal and to further promote water conservation.

D. Fiscal Impact:

This grant has a 50% match requirement. This will be funded out of money already appropriated with the budget in fund 51.

E. Recommendation:

Staff recommends the City Council approve Resolution R20-3 (1-21-20) approving the Grant agreement with CUWCD.

RESOLUTION NO. R20-3 (1-21-20)

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CENTRAL UTAH WATER CONSERVANCY DISTRICT AND THE CITY OF SARATOGA SPRINGS

WHEREAS, the City of Saratoga Springs applied for and was awarded grant funds from the Central Utah Conservancy District in the amount of $25,000 to complete an Advanced Metering Infrastructure (AMI) Customer Engagement Project (Project); and

WHEREAS, the City is willing to accept that grant of financial assistance in accordance with the terms and conditions of the Memorandum of Agreement; and

WHEREAS, the City Council has determined that accepting this grant in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Saratoga Springs, Utah, that the City hereby approves the Memorandum of Agreement Attached as Exhibit A.

This resolution shall take effect immediately upon passage.

PASSED on the 21st day of January, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A

MEMORANDUM OF AGREEMENT
BETWEEN THE
CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND
THE CITY OF SARATOGA SPRINGS

This Agreement, is made and entered into this 21st day of December 2020, by and between the **City of Saratoga Springs** (Saratoga Springs), a Utah municipality, with a principal office located at 1307 N. Commerce Dr. Ste. 200, Saratoga Springs, Utah 84045, and the **Central Utah Water Conservancy District** (District), a Utah water conservancy district, with a principal office located at 1426 E. 750 N. Ste 400, Orem, Utah 84097, Saratoga Springs and the District may be individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the District has been formed, among other things, for the purpose of constructing, together with the United States Bureau of Reclamation, the Bonneville Unit of the Central Utah Project (CUP), a participating project of the Colorado River Storage Project, for the purpose of developing a water supply for irrigation, municipal, industrial and other purposes;

WHEREAS, Saratoga Springs is continually seeking new ways to improve water conservation within its municipal boundaries and in furtherance of that goal has, in recent years, installed smart meters, towers, and other AMI hardware for 90% of its endpoints and now seeks to complete the remaining upgrades and to increase customer usage of the online water user engagement platform;

WHEREAS, the District is able and interested in providing Saratoga Springs with grant funds to complete an Advanced Metering Infrastructure (AMI) Customer Engagement Project (Project).

WHEREAS, Saratoga Springs intends to undertake the Project work during the period of **December 1, 2019, to December 31, 2020**;

WHEREAS, a goal of the Project is to achieve Saratoga Spring's specific water conservation goals as stated in "Drinking Water AMI and Customer Engagement" (Attachment A);

WHEREAS, the City is willing to accept that grant of financial assistance in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

A. THE DISTRICT AGREES TO THE FOLLOWING:

1. The District shall provide funding assistance to Saratoga Springs, in the form of a grant in an amount not to exceed **$25,000,** for the purposes of completing the Project and specifically for the Scope of Work entitled Drinking Water AMI and Customer Engagement (Attachment A). The District shall have no liability or obligation to contribute or otherwise provide any funds to Saratoga Springs in excess of the $25,000 grant identified herein.

2. The District will obligate and pay the funds on a monthly basis, as invoices are approved by the District and deemed commensurate with actual costs incurred by Saratoga Springs. The form of the invoice shall be approved by the District and shall contain itemized costs and describe in detail the services performed (including, for example, all Materials, Salaries, Travel, or Supplies) and a copy of any direct expenses incurred by Saratoga Springs through the Project. Any expenses incurred by Saratoga Springs prior to June 30 must be invoiced to the District no later than July 15 of the same calendar year.

3. Within thirty (30) days of receipt of an invoice, the District shall review the invoice and if the costs are approved, remit the invoiced amounts to Saratoga Springs, until the District has paid its total Grant commitment of $25,000. All costs incurred by the City for this project in excess of the committed $25,000 Grant funds shall not be reimbursable and shall be paid by Saratoga Springs.

4. Dispute of Invoices: In the event the District determines that all or part of an invoice includes costs that are not reimbursable, the District shall notify Saratoga Springs in writing of the disputed invoice and Saratoga Springs shall have ten (10) days from receipt of that notice in which to submit a revised invoice. The Parties agree to work cooperatively to resolve any disputes regarding invoices.

5. Failure to Reimburse: In the event the District fails to timely remit a reimbursement on a valid invoice, Saratoga Springs shall notify the District in writing of the delinquent reimbursement and the District shall have ten (10) days from receipt of that notice in which to remit the reimbursement. The Parties agree to work cooperatively to resolve any disputes regarding reimbursement.

6. The District will review all reports required by this Agreement prepared and submitted to the District by Saratoga Springs and will collect all relevant AMI data and monitor Saratoga Springs' progress in meeting water conservation and cost savings goals as stated in Attachment A, including, but not limited to;

    a. Sending a "Notice to File Report" if a report required by this Agreement is not received by the District within 30 days of submission deadline.

b. Commence actions to seek re-payment of District grant funding if said Report is not filed within 90 days of Notice to File Report.

7. Contact for this Agreement, and the person designated to represent the District for the purposes of this Agreement, is:

   Rick Maloy, Water Conservation Manager
   Central Utah Water Conservancy District
   1426 E. 750 N., STE 400
   Orem, Utah 84097

B. <u>SARATOGA SPRINGS AGREES TO THE FOLLOWING:</u>

1. Saratoga Springs shall complete the Project in accordance with the schedule outlined in Attachment A.

2. Administration of the project, and the chief contact for Saratoga Springs, is:

   Jeremy D. Lapin, Public Works Director
   City of Saratoga Springs
   1307 N. Commerce Dr., STE 200
   Saratoga Springs, UT 84045

3. Saratoga Springs shall timely prepare and submit invoices and reports to the District as further described herein.

   a. The District's total grant to Saratoga Springs for the Project shall not exceed Twenty-Five Thousand Dollars ($25,000.00).

   b. Saratoga Springs shall initially pay each invoice as received from its vendors in full. Saratoga Springs will then invoice the District, no more than once a month, for reimbursement of services paid by Saratoga Springs. The District shall reimburse Saratoga Springs for the amounts invoiced up to a maximum grant commitment of $25,000. All costs incurred by Saratoga Springs for this Project in excess of the committed $25,000 grant funds shall be paid by Saratoga Springs.

   c. Under no circumstances shall the District be a party to any contract between Saratoga Springs and its vendor(s) and the District shall have no direct or indirect liability or responsibility for payment of Saratoga Springs' agreement(s) with its vendor(s).

   d. Saratoga Springs shall timely pay its share of the costs of the Project.

e. Invoices to the District shall be sufficiently detailed to allow for review and approval by the District and shall at a minimum include the following: a cover letter including the billing period; detailed breakdown of the cost submitted for reimbursement, including man hours and billing rates; documentation supporting the invoices such as supplies, consulting services, etc.; and an accounting of the amount(s) previously invoiced with respect to the total funding amount provided under this Agreement.

4. Saratoga Springs will communicate with the District informally as to work progress and provide brief updates on the progress of the Project.

5. Saratoga Springs shall prepare and deliver to the District an annual report detailing the progress of the Project. This annual report will be combined with the prior required report for the agreement for "AMI Project, Phase 1" (see the Parties' previous agreement in Attachment B) so that there will only be one "Combined Annual Report" provided to the District. The combined Annual Report is intended to assist the District in detailing the findings of implementing the AMI system and the relationship between the AMI system and the water conservation. The combined Annual Report must also include the relationship between the marketing efforts and end user engagement with the online AMI tools. The requirements of the annual report are further described herein:

    a. Beginning in 2020, Saratoga Springs shall deliver a Combined Annual Report including the following information:

        i. Culinary and irrigation water use data including estimated per capita and total water use from 2015 to the present reporting date.
        ii. The culinary and irrigation water rate structure(s) in effect for that season and any changes made since 2015.
        iii. Peak day use and average day culinary and irrigation use for the current season and since 2015.
        iv. Current adoption rate of the AMI customer portal and efforts used to gain current use.
        v. Future projections and goals for water conservation tied to the AMI and customer engagement projects.
        vi. Total cost for the project and ongoing costs related to the AMI and customer engagement projects.

    b. The Combined Annual Report shall be submitted to the District by December 1st of each year, with the final report submitted on December 1, 2026.

c. Any reports and associated documents submitted to the District shall become the property of the District upon delivery.

6. Saratoga Springs shall ensure that the District is provided with reasonable access, upon request, to culinary and irrigation meter and water use data, excluding sensitive personal data.

C. THE DISTRICT AND SARATOGA SPRINGS AGREE:

1. The Parties agree that the terms of this Agreement can be renegotiated at the request of either Party; provided that no amendment to this Agreement shall be valid unless agreed upon in writing by both Parties

2. Either Party may terminate this Agreement by giving ninety (90) days written notice to the other Party. Any costs incurred prior to the date of termination shall be paid on a 50-50% basis by District and Saratoga Springs; provided that the amount attributable to the District shall not exceed the $25,000 of the grant funds described herein.

8. All notices, requests, demands, and other communications required or allowed by this Agreement shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the Parties may designate in writing:

   If to District, to:

   Central Utah Water Conservancy District
   Attn: General Manager
   1426 E 750 N Ste. 400
   Orem, Utah 84097

   If to Saratoga Springs, to:

   Saratoga Springs
   Attn; City Manager
   1307 N. Commerce Dr. Ste. 200
   Saratoga Springs, Utah 84045

9. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors and mutually permitted assigns of the Parties.

10. This Agreement, including all attachments, constitutes the entire Agreement of the Parties and supersedes all prior understandings, representations, or agreements of the Parties regarding the subject matter in this Agreement.

11. The District and Saratoga Springs each represent and warrant that it has the authority to enter into this Agreement. In addition, each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

SARATOGA SPRINGS

By: _____ Date: _____
Jeremy D. Lapin
Title: Public Works Director

By: _____ Date: _____
Mark Christensen
Title: City Manager

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____ Date: _____
Gene Shawcroft, P.E.
Title: General Manager/CEO

By: _____ Date: _____
Rick Maloy
Title: Water Conservation Manager

ATTACHMENT A

Saratoga Springs
Drinking Water AMI and Customer Engagement

Project Overview

The City of Saratoga Springs (the City) continues to establish Advanced Metering Infrastructure (AMI) for its drinking water system. In recent years the City has installed smart meters, towers, and other AMI hardware for 90% of its endpoints and now seeks to complete the remaining upgrades and put the data to work in the hands of its customers.

The City would like funding to equip the remaining customers and launch a campaign to encourage all customers to use an online engagement platform that provides feedback on their water use. (The City is using a custom-built website similar to what WBWCD has implemented.) Such feedback can shrink the discrepancies between perceived and actual water usage and prompt customers to use less. However, even when such a platform is offered as part of the drinking water service, few customers—perhaps 5%—actually use it, which limits the benefits of AMI for water conservation.

The City is seeking funding to launch a campaign to encourage customers to use the platform. The City intends to hire a public relations firm, develop proactive messaging, leverage social media and mobile technology, and/or find other creative ways to engage customers and get the full value out of its AMI investment.

Project Cost

The City aims to spend $100,000 on this effort and is seeking $50,000 from CUWCD, which the City will match.

The City has already spent some $10,000 developing the portal and expects another $40,000 to equip the remaining 1,500 customer endpoints. Another $50,000 would be dedicated to promoting customer engagement.

Potential Impact on Water Use

One study found that water-use feedback technology was associated with 2.5%–28.6% reductions (average 12.2%) in water use.[1] Another study showed that households that accessed the customer portal were less likely to have a leak, and when a leak did occur, they repaired it more quickly.[2] These benefits are only realized, however, for customers that see the data, hence the need to market the platform to all drinking water users.

---

[1] Anders L. Sønderlund, Joanne R. Smith, Christopher J. Hutton, and Zoran Kapelan, "Effectiveness of Smart Meter-Based Consumption Feedback in Curbing Household Water Use: Knowns and Unknowns" (*Journal of Water Resources Planning and Management*, December 2016).
[2] Wesley Schultz, Shahram Javey, and Alla Sorokina, "Smart Water Meters and Data Analytics Decrease Wasted Water Due to Leaks" (*Journal AWWA*, November 2018)

Other Benefits to End User and Utility

The main advantage of a customer engagement platform is the end-use water savings, but wider-scale implementation can also benefit water utilities on the supply side:

- More accurate water rates based on actual usage
- Greater ease of identifying and dealing with leaks
- Better adaptability of water and information systems to keep up with growth
- Improved customer experience and customer service

In addition to benefitting the City, the project could also inform efforts elsewhere to engage customers in similar programs.

Project Timeline

The City is preparing to launch the website at the end of October 2019 and would continue customer engagement through the end of 2020.

ATTACHMENT B

MEMORANDUM OF AGREEMENT
BETWEEN THE
CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND
SARATOGA SPRINGS

This Agreement, made and entered into this 3rd day of October, 2017 between the City of Saratoga Springs ("Saratoga Springs"), 1307 N. Commerce Dr. Ste. 200, Saratoga Springs, Utah 84045, and the Central Utah Water Conservancy District, 355 West University Parkway, Orem, Utah 84058, hereinafter referred to as the "***DISTRICT***".

WHEREAS, the District is interested in providing grant funds to Saratoga Springs to complete an Advanced Metering Infrastructure ("AMI") project ("the AMI Project").

WHEREAS, a goal of the AMI Project is to achieve Saratoga Spring's specific water conservation and cost savings goals as stated in "AMI Project, Phase 1" (Attachment A).

WHEREAS, a goal of the AMI Project is to collect data to assess the efficacy of AMI projects for potential future District projects.

A. THE DISTRICT AGREES TO THE FOLLOWING:

1. To provide funding assistance in the form of a grant, not to exceed **$50,000,** to Saratoga Springs for the Scope of Work entitled "**AMI Project, Phase 1"** (Attachment A).

2. The funds will be obligated and billed on a quarterly basis, as they are approved by the District and commensurate with actual costs incurred by Saratoga Springs. The invoice form shall be approved by the District and contain itemized costs and describe in detail the services performed (Materials, Salaries, Training, Travel, or Supplies) and a copy of any Direct Expenses incurred through the project. Any expenses incurred prior to June 30 must be invoiced to the District prior to July 15 of the same calendar year.

3. The project work will be conducted during the period of **August 15, 2017, to June 30, 2018.**

4. To communicate with Saratoga Springs informally as to work progress and brief project updates.

5. Review Reports required by this agreement prepared and submitted by Saratoga Springs to the District to collect relevant AMI data and monitor Saratoga Springs' progress in meeting water conservation and cost savings goals as stated in Attachment A, including;

a. Sending a Notice to File Report if a report required by this Agreement is not received by the District within 30 days of submission deadline.

b. Commence actions to seek re-payment of District grant funding if the Report is not filed within 90 days of Notice to File Report.

6. Contact for this agreement, and the person designated to represent the District for the purposes of this agreement, is:

Rick Maloy, Water Conservation Manager
Central Utah Water Conservancy District
355 W. University Parkway
Orem, Utah 84058

B. <u>SARATOGA SPRINGS AGREES TO THE FOLLOWING:</u>

1. To complete the project in accordance with the schedule outlined in Attachment A.

2. Administration of the project, and the chief contact for Saratoga Springs, is:

Jeremy D. Lapin, Public Works Director
City of Saratoga Springs
1307 N. Commerce Dr. STE. 200
Saratoga Springs, UT 84045

3. To timely prepare and submit invoices and reports to the District as further described herein.

a. The District's total grant to Saratoga Springs shall not exceed Fifty Thousand Dollars ($50,000.00).

b. Saratoga Springs shall initially pay each invoice as received from its vendors in full. Saratoga Springs will then bill the District, once a calendar quarter, for reimbursement of 50% of each invoice paid by Saratoga Springs, until the District has paid its total grant commitment of $50,000. All costs incurred by Saratoga Springs for this project in excess of the committed $50,000 grant funds will be paid by Saratoga Springs.

c. The District shall not be a party to any contract between Saratoga Springs and its vendor(s) and shall have no direct or indirect liability or responsibility for payment of Saratoga Springs' agreement(s) with its vendor(s).

d. Saratoga Springs shall timely pay its share of the costs of the project.

e. Invoices shall be sufficiently detailed to allow for review and approval by the District and shall include the following: a cover letter including the billing period; detailed breakdown of the cost submitted for reimbursement, including man hours and billing rates; documentation supporting the invoices such as supplies, consulting services, etc.; and an accounting of the amount(s) previously invoiced with respect to the total funding amount provided under this agreement.

4. To communicate with the District informally as to work progress and provide brief project updates.

5. Saratoga Springs shall prepare and deliver to the District an annual report to assist the District in detailing the findings of implementing the AMI system and the relationship between the AMI system and the water conservation and operational cost savingsThe requirements of the annual report are further described herein:

   a. For the first five (5) years of the project, beginning with the 2018 Irrigation season, an Annual Report detailing;

      i. Irrigation Water use data including estimated per capita and total water use;
      ii. The Irrigation Water rate structure(s) in effect for that season.
      iii. Peak day use and average day Irrigation use for the season

   b. The Annual Report shall be submitted to the District within 60 days of the end of each irrigation season.

   c. All reports and associated documents shall become the property of the District upon delivery.

6. Provide the District with reasonable access upon request to Irrigation meter and Irrigation water use data excluding sensitive personal data such as names and addresses on specific accounts.

C. **<u>THE DISTRICT AND SARATOGA SPRINGS AGREE:</u>**

1. That the terms of this Agreement can be renegotiated at the request of either party.

2. That either party may terminate this Agreement by giving ninety (90) days written notice to the other party. Any costs incurred prior to the date of termination shall be paid on a 50-50% basis by District and Saratoga Springs notwithstanding the Districts obligation shall not exceed the $50,000 of the grant funds.

7. All notices, requests, demands, and other communications required or allowed by this agreement shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

   If to District, to:

   Central Utah Water Conservancy District
   Attn: General Manager
   355 W University Parkway
   Orem, Utah 84058

   If to Saratoga Springs, to:

   Saratoga Springs
   Attn: City Manager
   1307 N. Commerce Dr. Ste. 200
   Saratoga Springs, Utah 84045

8. All of the grants, covenants, terms, provisions, and conditions in this agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

9. This agreement, including all attachments, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

10. The District and Saratoga Springs each represent and warrant that it has the authority to enter into this agreement. In addition, each individual executing this agreement does hereby represent and warrant that he or she has been duly authorized to sign this agreement in the capacity and for the entities shown.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

SARATOGA SPRINGS

By: _____ Date: 10/4/2017
Jeremy D. Lapin
Title: Public Works Director

By: _____ Date: 10/4/2017
Mark Christensen
Title: City Manager

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____ Date: 19 Oct '17

Gene Shawcroft, P.E.

Title: General Manager/CEO

City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director
Subject: South Zone 2 Pond Land Acquisition
Date: January 21, 2020
Type of Item: Approval of Purchase Contract
Description: Purchase of Property from Waldo Company

A. Topic:

This item is for a resolution authorizing the City Manager to enter into a purchase contract with Waldo Company to purchase property for the south zone 2 reservoir.

B. Background:

The City's Secondary Water Capital Facilities Plan identifies the need for a zone 2 secondary water storage facility in the south end of the City. City Staff have worked with Hansen, Allen, and Luce to identify the best location for this facility and have concluded that the ideal location lies above the Lake Mountain Estates Subdivision straddling the Waldo Co and Coon properties.

C. Analysis:

The proposed purchase price of $261,625 includes the purchase of approximately 3 acres for the pond property as well as an additional 0.3 acres of temporary construction easement areas. The City will need to acquire an additional 2.5 acres from the Lamar and Shirley Coon trust which is currently in negotiations.

D. Fiscal Impact:

The City's current budget includes $2,107,868 in GL# 57-4000-808 for this project.

E. Recommendation

Staff recommends that the City Council approve Resolution R20-4 (1-21-20) authorizing the City Manager to enter into a purchase contract with Waldo Company to purchase property for the south zone 2 reservoir.

Saratoga Springs Corporation
Right of Way Contract
Fee Simple Acquisition

Parcel No.(s):59:023:0001; 59:023:0001: TCE's

County of Property: Utah
Property Address: 800 East Harbor Parkway, Saratoga Springs

Phone: 801-367-3664 Jim Davis
Owner / Grantor (s): Waldo Company
Grantee: Saratoga Springs Corporation/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:
The Grantor hereby agrees to convey and sell a parcel(s) of land known as parcel number(s) 59:023:006 for secondary water reservoir purposes. This contract is to be returned to: Brandi Davenport (Consultant/Realtor), Right of Way Agent c/o Saratoga Springs Corporation, 3107 North St #200, Saratoga Springs, UT 84045.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
7. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
8. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the Saratoga Springs City project.

Additional Terms:

Total Selling Price $ 261,625.00

SARATOGA SPRINGS CITY
STATEMENT OF JUST COMPENSATION

Waldo Company
Parcel No.(s): 59:023:0001
800 East Harbor Parkway, Saratoga Spring, Utah 84045
Jim Davis 801-367-3664
bjcabo94@gmail.com

The following information is the basis for the amount estimated by Saratoga Springs City to be just compensation.

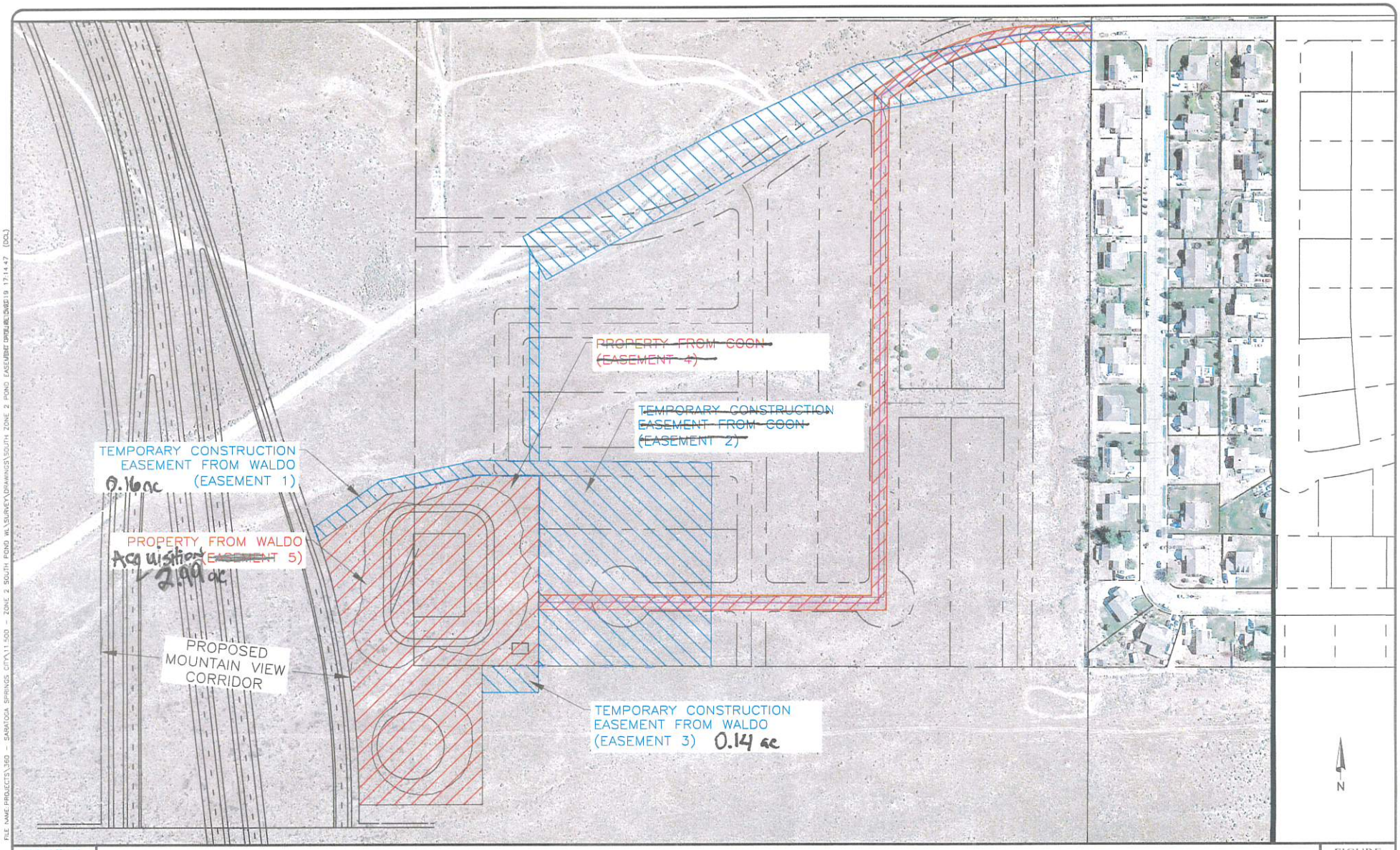
Parcel No.	Type of Interest Acquired	Size	Price per Unit	%	Property Use	County
59:023:0001	Warranty Deed	2.99 acres	$87,500/acre	100	Agricultural	Utah

VALUE OF THE ACQUISITION						Factor	
59:023:0001	→	2.99	acres	$87,500	100% x	1 =	$261,625
59:023:0001:TCE'S	→ .16 acres + .14 acres	0.30	acres	Included in above offer (no additional compensation)			
TOTAL COMPENSATION							**$261,625**

Saratoga Springs City declares that this offer is the amount that has been established by the City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the fronting improvements to the existing roadway.

*Date:*_____ *By:*_____
Saratoga Springs City Representative

Acquisition 2.99 & 2 TCE's $87,500 Includes TCE's close w/ title $261,625 -



HANSEN ALLEN & LUCE ENGINEERS

CITY OF SARATOGA SPRINGS
ZONE 2 SOUTH – PI STORAGE POND AND DW STORAGE TANK EASEMENTS

FIGURE 1

FILE NAME PROJECTS\360 – SARATOGA SPRINGS CITY\11 500 – ZONE 2 SOUTH POND WL\SURVEY\DRAWINGS\SOUTH ZONE 2 POND EASEMENT OPTIONS.DWG 19 17:14:47 (DCL)

Waldo Company

RESOLUTION NO. R20-4 (1-21-20)

A RESOLUTION AWARDING APPROVING A PURCHASE AGREEMENT WITH WALDO COMPANY FOR PROPERTY FOR THE SOUTH ZONE 2 RESERVOIR PROJECT

WHEREAS, the Secondary Water Capital Facilities Plan for the City of Saratoga Springs identifies the need for a zone 2 secondary water storage facility "Project" in the south end of the City; and

WHEREAS, the Project property acquisition from Waldo Co.; and

WHEREAS, the City Council has determined that approving the purchase of property from Waldo Co. for the Project is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Saratoga Springs, Utah, that the Purchase Agreement with Waldo Co. attached as Exhibit A in the amount of $261,625 is approved. This resolution shall take effect immediately upon passage.

PASSED on the 21st day of January, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A

Saratoga Springs Corporation
Right of Way Contract
Fee Simple Acquisition

Parcel No.(s):59:023:0001; 59:023:0001: TCE's

County of Property: Utah
Property Address: 800 East Harbor Parkway, Saratoga Springs

Phone: 801-367-3664 Jim Davis
Owner / Grantor (s): Waldo Company
Grantee: Saratoga Springs Corporation/The City

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:
The Grantor hereby agrees to convey and sell a parcel(s) of land known as parcel number(s) 59:023:006 for secondary water reservoir purposes. This contract is to be returned to: Brandi Davenport (Consultant/Realtor), Right of Way Agent c/o Saratoga Springs Corporation, 3107 North St #200, Saratoga Springs, UT 84045.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
7. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
8. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the Saratoga Springs City project.

Additional Terms:

Total Selling Price $ 261,625.00

SARATOGA SPRINGS CITY
STATEMENT OF JUST COMPENSATION

Waldo Company
Parcel No.(s): 59:023:0001
800 East Harbor Parkway, Saratoga Spring, Utah 84045
Jim Davis 801-367-3664
bjcabo94@gmail.com

The following information is the basis for the amount estimated by Saratoga Springs City to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Price per Unit	%	Property Use	County
59:023:0001	Warranty Deed	2.99 acres	$87,500/acre	100	Agricultural	Utah

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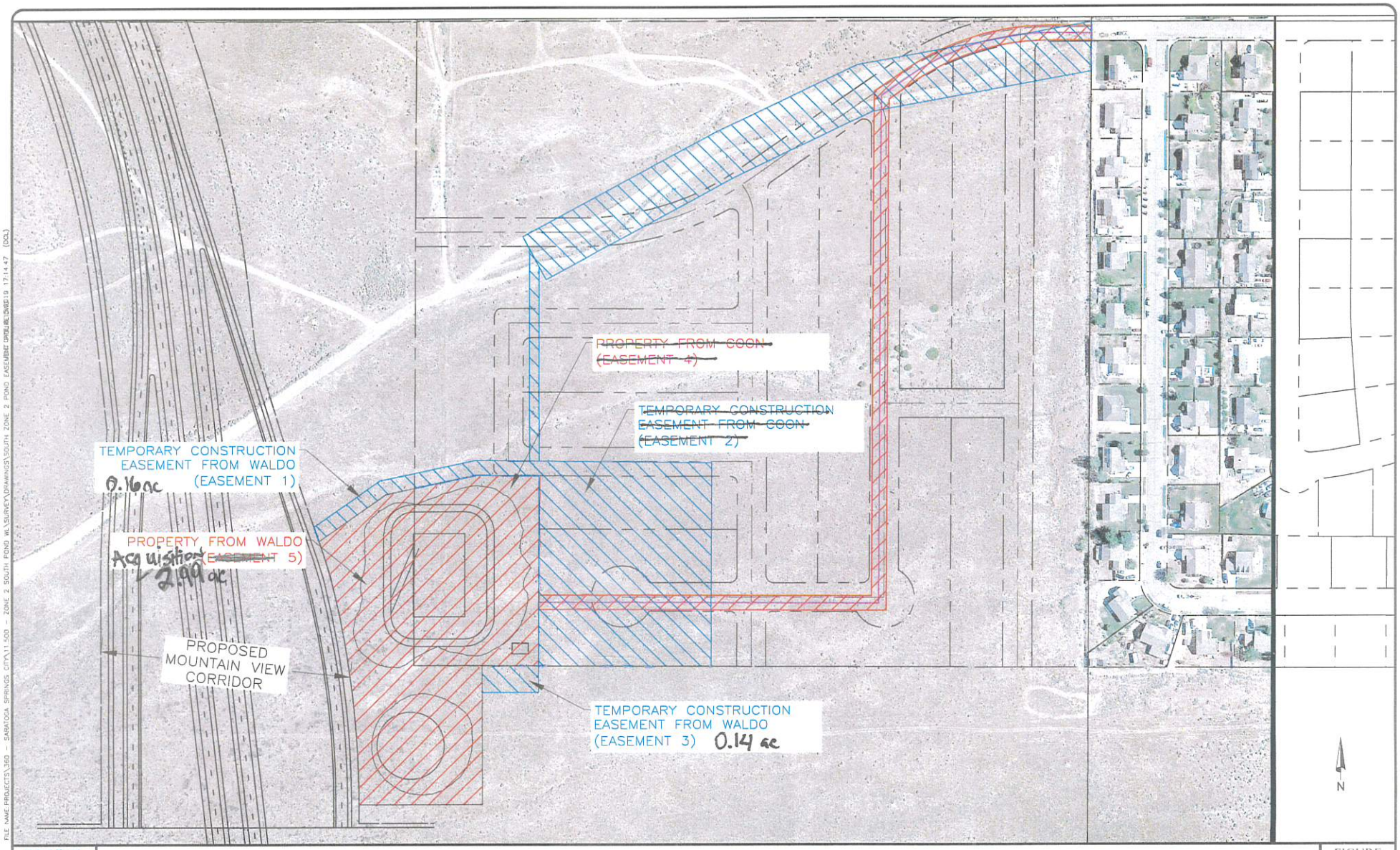
59:023:0001:TCE'S	→ .16 acres + .14 acres	0.30	acres	Included in above offer (no additional compensation)			
TOTAL COMPENSATION							**$261,625**

Saratoga Springs City declares that this offer is the amount that has been established by the City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the fronting improvements to the existing roadway.

*Date:*_____ *By:*_____
Saratoga Springs City Representative

Acquisition 2.99 & 2 TCE's $87,500 Includes TCE's close w/ title $261,625 -



HANSEN ALLEN & LUCE ENGINEERS

CITY OF SARATOGA SPRINGS
ZONE 2 SOUTH – PI STORAGE POND AND DW STORAGE TANK EASEMENTS

FIGURE 1

FILE NAME PROJECTS\360 – SARATOGA SPRINGS CITY\11 500 – ZONE 2 SOUTH POND WL\SURVEY\DRAWINGS\SOUTH ZONE 2 POND EASEMENT OPTIONS.DWG 19 17:14:47 (DCL)

Waldo Company

City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director
Subject: Award of Contract
Date: 01/21/2020
Type of Item: Approval of Contract
Description: Award of Contract for Pond #3 Algae Project

A. Topic:

This item is for the approval of a contract for the installation of Pond #3 Algae Treatment System.

B. Background:

Pond #3 has an algae growth problem every summer, the algae plugs the inlet /outlet structure. Staff is currently adding chemical to the pond by hand on a daily basis. This project would automate the process to inject the chemical. The City's engineering consultant, Hansen, Allen, and Luce (HAL) prepared construction drawings and project specifications for this project and bids were opened on December 17, 2019 and 5 bids were received.

C. Analysis:

The following summary shows the 5 bids received with the lowest bids received from FX Construction. A complete bid summary is attached in The Recommendation to award from HAL.

- Cop Construction $99,950.00
- Corrio Construction $79,753.00
- ***FX Construction*** ***$67,300.00***
- Van Con $115,700.00
- Whitaker Construction $ 89,580.00

D. Fiscal Impact:

The funding for this project will be from fund 51, the drinking water operations fund under GL 51-5105-601. Secondary Water Capitol Projects.

E. Recommendation

Staff recommends the City Council award the contract to FX Construction in the amount of $67,300 for the Pond #3 Algae Treatment System and adoption of Resolution R20-5 (1-21-20).

Saratoga Springs City

Pond #3 Algae Treatment System Bid Summary

Schedule A		Unit	Qty	Engineers Estimate Total Bid	COP Construction Total Bid	Corrio Construction Total Bid	FX Construction Total Bid	VanCon Total Bid	Whitaker Construction Total Bid	Average Total Bid
A-1	Mobilization/Demobilization/Surveying	LS	1	$ 2,750.00	$ 21,000.00	$ 3,988.00	$ 3,000.00	$ 27,700.00	$ 12,700.00	$ 13,677.60
A-2	Independent Testing Agency Services	LS	1	$ 1,000.00	$ 2,300.00	$ 816.00	$ 1,000.00	$ 5,000.00	$ 4,210.00	$ 2,665.20
A-3	Chemical Injection System	LS	1	$ 7,436.00	$ 51,000.00	$ 59,380.00	$ 39,500.00	$ 47,000.00	$ 51,600.00	$ 49,696.00
A-4	Injection Manhole Modifications	LS	1	$ 15,039.08	$ 13,650.00	$ 9,004.00	$ 8,500.00	$ 26,000.00	$ 7,170.00	$ 12,864.80
A-5	Electrical Systems	LS	1	$ 11,000.00	$ 12,000.00	$ 6,565.00	$ 15,300.00	$ 10,000.00	$ 13,900.00	$ 11,553.00
	Total Bid Schedule A			$ 37,225.08	$ 99,950.00	$ 79,753.00	$ 67,300.00	$ 115,700.00	$ 89,580.00	$ 90,456.60

RESOLUTION NO. R20-5 (1/21/20)

A RESOLUTION APPROVING A CONTRACT WITH FX CONSTRUCTION FOR THE INSTALLATION OF POND #3 ALGEA TREATMENT

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the Pond #3 Algae Treatment Project; and

WHEREAS, the City solicited bids from several contractor for the Pond #3 Algae Treatment Project in order to acquire services from qualified contractors; and

WHEREAS, the City's engineering consultant, Hansen, Allen, and Luce, provided an analysis of all quotations to determine the lowest responsible contractor, which was determined to be FX Construction for a contract amount of $67,300.00; and

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

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Saratoga Springs, Utah, that the Pond #3 Algae Treatment is awarded to in the amount of $67,300.00 and the City Manager is authorized to enter into the contract with FX Construction. This resolution shall take effect immediately upon passage.

PASSED on the 21st of January, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

Saratoga Springs City

Pond #3 Algae Treatment System Bid Summary

Schedule A		Unit	Qty	Engineers Estimate Total Bid	COP Construction Total Bid	Corrio Construction Total Bid	FX Construction Total Bid	VanCon Total Bid	Whitaker Construction Total Bid	Average Total Bid
A-1	Mobilization/Demobilization/Surveying	LS	1	$ 2,750.00	$ 21,000.00	$ 3,988.00	$ 3,000.00	$ 27,700.00	$ 12,700.00	$ 13,677.60
A-2	Independent Testing Agency Services	LS	1	$ 1,000.00	$ 2,300.00	$ 816.00	$ 1,000.00	$ 5,000.00	$ 4,210.00	$ 2,665.20
A-3	Chemical Injection System	LS	1	$ 7,436.00	$ 51,000.00	$ 59,380.00	$ 39,500.00	$ 47,000.00	$ 51,600.00	$ 49,696.00
A-4	Injection Manhole Modifications	LS	1	$ 15,039.08	$ 13,650.00	$ 9,004.00	$ 8,500.00	$ 26,000.00	$ 7,170.00	$ 12,864.80
A-5	Electrical Systems	LS	1	$ 11,000.00	$ 12,000.00	$ 6,565.00	$ 15,300.00	$ 10,000.00	$ 13,900.00	$ 11,553.00
	Total Bid Schedule A			$ 37,225.08	$ 99,950.00	$ 79,753.00	$ 67,300.00	$ 115,700.00	$ 89,580.00	$ 90,456.60

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., Public Works Director
Subject: Saratoga 2019 Gravity Sewer Improvements Project
Date: January 21, 2020
Type of Item: Contract Amendment

Description:

A. Topic:

This item is for the approval of contract amendments with PEPG Consulting for inspection and construction management services on the 2019 Saratoga Gravity Sewer Improvements Project.

B. Background:

In 2017 the City awarded a contract to PEPG Consulting for the 2019 Saratoga Gravity Sewer Improvements Project.

The original oversight contract called for construction to be completed approximately August 15, 2019, with substantial completion approximately September 15, 2019. Subsequent additions to the Construction Contract (Grandview Crossing, Fairway Townhomes Sewer, Oakwood Sewer) and delay due to acquisition of the wetlands permit has extended the schedule beyond the original expected contract date. The current construction schedule has the Construction Contract working constantly through February, 2020, with an additional 2 to 4 weeks of work in April/May to address landscaping. The proposed contract modification addresses the additional estimated 20 weeks of construction that has arisen.

C. Analysis:

The proposed contract modification addresses the additional estimated 20 weeks of construction that has arisen.

D. Fiscal Impact:

The funding for this project has been appropriated by the City Council with the approval of FY2019 budget within fund 53. Amendments related to phases 1B and 2 will be reimbursed by Suburban Land Reserve (SLR) through a reimbursement agreement including and contract modifications to those phases.

E. Recommendation:

Staff recommends the City Council approve Resolution R20-6 (1-21-20) approving Contract Amendment #4 in the amount of $83,200 with PEPG Consulting for the Saratoga 2019 Sewer Gravity Outfall Project.

PEPG CONSULTING L.L.C.

Change Order Request

To: Saratoga Springs
Cc:
From: PEPG Consulting, LLC
Date: November 19, 2019
Project: 2019 Gravity Sewer Improvements Construction Management
Subject: Change Order Request 4 – Extension of Construction Time

PEPG Consulting respectfully submits the following change order request (CO#4) for the Saratoga Springs 2019 Gravity Sewer Improvements Construction Management project. The following paragraphs describe our scope changes and associated fee.

Extension of Construction Contract Time $83,200.00
The original oversight contract called for construction to be completed approximately August 15, 2019, with substantial completion approximately September 15, 2019. Subsequent additions to the Construction Contract (Grandview Crossing, Townhomes Sewer, Oakwood Sewer) and delay due to acquisition of the wetlands permit has extended the schedule beyond the original expected contract date. Original Current construction schedule has the Construction Contract working constantly through February, 2020, with an additional 2 to 4 weeks of work in April/May to address landscaping.

- Estimated Time Extension (November 1, 2019 through February 28, 2020; April 15, 2020, to May 15, 2020): **20 Weeks**
- Weekly Commitment: ..... Lead Inspector (Mike VanMilligen) – 40 Hours
  ..... Engineer (Tim Biel) – 8 Hours
- Cost:
  Inspector: 20 Weeks * 40 Hrs * $75.00/hr = $60,000.00
  Engineer: 20 Weeks * 8 Hrs * $145.00/hr = $23,200.00

This cost is a Not to Exceed addition to the contract. Actual billing will be based on actual hours worked.

Please let me know if you have any questions or concerns.

Sincerely,

Timothy Biel, MS, PE
Principal Engineer/Project Manager
PEPG Consulting, LLC

RESOLUTION NO. R20-6 (1-21-20)

A RESOLUTION APPROVING A CONTRACT MODIFICATION WITH PEPG CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES

WHEREAS, in 2017 the City awarded a design contract to PEPG Consulting for construction management on all phases of the 2019 Saratoga Gravity Sewer Improvements Project (Project); and

WHEREAS, the City Council of the City of Saratoga Spring has found it necessary for PEPG Consulting to provide additional contract administration, construction inspection and construction management services for the duration of the construction of the Projects; and

WHEREAS, the City of Saratoga Springs requested and was provided a cost for services as itemized in the scope and fee modifications #4 in the amount of $83,200; and

WHEREAS, a City committee reviewed the modified scope of work and costs for services submitted for the Saratoga Gravity Sewer Improvements Project by PEPG Consulting; and

WHEREAS, the City Council has determined that the proposed project is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

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

The City of Saratoga Springs does hereby approve the modified scope of work and costs for additional construction inspection and construction management services submitted for the 2019 Saratoga Gravity Sewer Improvements Project by PEPG Consulting in the amount of $83,200 for Contract Amendments #4.

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

APPROVED AND ADOPTED this 21st day of January, 2020.

_____

Mayor Jim Miller

ATTEST:

_____

Cindy LoPiccolo, City Recorder

PEPG CONSULTING L.L.C.

Change Order Request

To: Saratoga Springs
Cc:
From: PEPG Consulting, LLC
Date: November 19, 2019
Project: 2019 Gravity Sewer Improvements Construction Management
Subject: Change Order Request 4 – Extension of Construction Time

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  Inspector: 20 Weeks * 40 Hrs * $75.00/hr = $60,000.00
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This cost is a Not to Exceed addition to the contract. Actual billing will be based on actual hours worked.

Please let me know if you have any questions or concerns.

Sincerely,

Timothy Biel, MS, PE
Principal Engineer/Project Manager
PEPG Consulting, LLC

City Council
Staff Report

Author: Andrew Burton, Chief of Police

Subject: Utah County Officer Involved Critical Incident Protocol Agreement

Date: December 18, 2019

Type of Item: Resolution

Summary Recommendations: Staff recommends approval of the attached resolution authorizing the Mayor or Manager to sign the Utah County Officer Involved Critical Incident Protocol Agreement.

Description:

A. Topic: Officer Involved Critical Incident Investigation Protocol In Utah County.

B. Background: Utah Code Annotated 76-2-408 (the "OICI Statute") became effective May 12, 2015. This law sets forth requirements for the investigation of officer involved critical incidents as delineated in the statute. The chiefs of law enforcement agencies in Utah County have determined that the current protocol was inadequate and that a new protocol needed to be adopted. Research was conducted and draft versions of the protocol were reviewed by the various city attorneys within Utah County, to include our own city attorney, Kevin Thurman. The attached document is the protocol agreement. UCA 11-13-202.5 requires that the governing body of the jurisdiction involved authorize the agreement by resolution. Other methods of accomplishing the requirements of UCA 76-2-408 do not seem to be tenable.

C. City Department Review: City Police Chief and City Attorney.

Alternatives:

A. Deny the Resolution: We will not meet the statute and be in violation of UCA 76-2-408 as of February 1, 2020.

B. Continue the Item: We could be in violation of UCA 76-2-408 as of February 1, 2020.

C. Do Nothing: We will not meet the statute and be in violation of UCA 76-2-408 as of February 1, 2020.

Recommendation: Staff recommends approval of the resolution.

RESOLUTION NO. R20-7 (1-21-20)

RESOLUTION TO ENTER INTO THE UTAH COUNTY OFFICER INVOLVED CRITICAL (OICI) INCIDENT PROTOCOL AGREEMENT

WHEREAS, Utah Code Annotated 76-2-408, the "Officer Involved Critical Incident (OICI) Statute" became effective May 12, 2015, and

WHEREAS, this statute requires every law enforcement agency to adopt and post (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially, and

WHEREAS, the Saratoga Springs Police Department has participated to this point in the Utah County OICI Protocol, and the Utah County Police Chiefs have created a new updated OICI protocol, and,

WHEREAS, the various city attorneys have reviewed the new protocol and determined that the new protocol will best meet the requirements of the statute, and,

WHEREAS, the Governing Body has reviewed the submitted Staff Report,

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

1. The Mayor or Manager be authorized to sign the attached agreement of the Utah County OICI Protocol for the purposes of investigating Officer Involved Critical Incidents.

2. This resolution shall take effect immediately upon passage.

PASSED on the 21st day of January, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

Utah County Law Enforcement Executives

Contractual Agreement for

Officer Involved Critical Incident Protocol

Revised December 2019

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43. Callout Flow Chart 22

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL COOPERATION AGREEMENT ("Agreement") is entered into this _____ day of _____ 2019, by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity),Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the "Parties" or individually as a "Party."

R E C I T A L S:

A. UTAH CODE ANN. §76-2-408 (the"OICI Statute") sets forth requirements for the Investigation of Officer Involved Critical incidents ("OICI") delineated in the statute.

B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.

C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as "Utah County Task Force" or "OICI Task Force") that will serve as the investigating agency for OICI's that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI's.

E. The utilization of a Utah County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI's.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **General Purpose.** The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.

2. **Definitions.**
   a. Actor. Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
   b. Administrative Investigators. Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
   c. Advisory Board**.** The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney's from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
   d. Case Officer. The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
   e. Crime Scene Supervisor. The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
   f. Criminal Investigators. Those investigators assigned by the County Attorney's Office and the Venue Agency, to conduct a criminal investigation of the incident.
   g. Employee. Unless otherwise indicated the word "employee" as used herein refers to the following employees of those agencies participating in this OICI Protocol:
      i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
      ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
      iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
      iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol. For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.

h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.
i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.
j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.
k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.
l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.
m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:
    1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
    2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
    3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
    4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and
    5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless f the Venue Agency Chief or the County Attorney request an investigation, none will be performed.
n. OICI Protocol: the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
o. Protocol Member Agency**.** Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
p. Task Force Command. Advisory Board and designated Task Force Manager/Commander.
q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This person is nominated and voted on by the Advisory Board. There may be up to three OICI Task Force Manager/Commanders.
r. Venue Agency. The agency or agencies within whose geographical jurisdiction the incident occurs.

3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

7. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

8. **Captions, Recitals.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.

9. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

12. **Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH

CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. **Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

14. **Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

15. **Responsibility for OICI Task Force members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.

16. **Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

17. **Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

18. **Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

19. **Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

20. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

21. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

22. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

23. **Modification.** This Agreement may be modified only by a writing signed by all parties hereto.

24. **Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.

25. **Invocation of the OICI Protocol.**

This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
iii. The Venue Agency is required to immediately contact the Task Force Manger/Commander indicating the OICI Protocol has been invoked.

iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
    1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and
    2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.
vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

26. **Investigative Agencies, Formats and Responsibilities.** To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

27. **Criminal Investigation.**
    a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
    b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
    c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.
    d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The

Incident Manager shall not be from the Employer Agency. One Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

28. **Venue Determination.**
    a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.
    b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
        i. The Employer Agency if the Actor is employed by either boundary agency;
        ii. Both boundary agencies if Actors are employed by both; or
        iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
        iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
    c. Custodial deaths:
        i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
        ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
        iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
        iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

29. **Scene Security.**
    a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.

i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:

1) The scene shall be controlled to prevent further injury or criminal activity.
2) Emergency life saving measures have first priority.
3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
   (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
   (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
   (c) Maintain custody of the injured person if that person has been arrested.
   (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
   (e) Coordinate and communicate as necessary with investigators at the scene.
   (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
   (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
   (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
   (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at the time it was received, the condition of the item and an indication of how it was

used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
   (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
   (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
   (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
   (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.
7) Other evidence and the identity of all witnesses shall be preserved.

30. **Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:
   a. Intra-department officers as required by the agency's procedures;
   b. The Employer Agency, if applicable and if not yet aware;
   c. The Task Force Manager and the County Attorney or designee; and

d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

31. **Appointment of Investigators by Protocol Member Agency.**
    a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
    b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
    c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
        i. Experience in homicide investigations as well as other crimes against persons.
        ii. The ability to effectively interview people of various backgrounds including police officers.
        iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.
        iv. Good knowledge of police operational procedures and the criminal justice system.
        v. Excellent report writing and communication skills.
        vi. Good organizational and supervisory skills.
        vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
        viii. Ability to both participate in and direct a complicated investigation.

32. **Transporting, Sequestering, and Interviewing Officers in an OICI.**
    a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.
    b. If circumstances prohibit removal of all witnessing and officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.

c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
d. Generally speaking involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

33. **Video Evidence.**
    a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:
        i. Video Advisory:

> "You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event.
>
> The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.
>
> Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded."

34. **Reports.** Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident. The Case Officer will assemble all individual reports and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

35. **Equipment.** Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.

36. **Autopsy.**
    a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
    b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.

37. **County Attorney's Office.**
    a. The County Attorney's Office has the following roles in Incident Investigations:
        i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
        ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
        iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.
        iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
        v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
        vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
        vii. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

38. **Employer Agency Administrative Investigation.**
    a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:
        i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
        ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.

iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.

b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.
d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

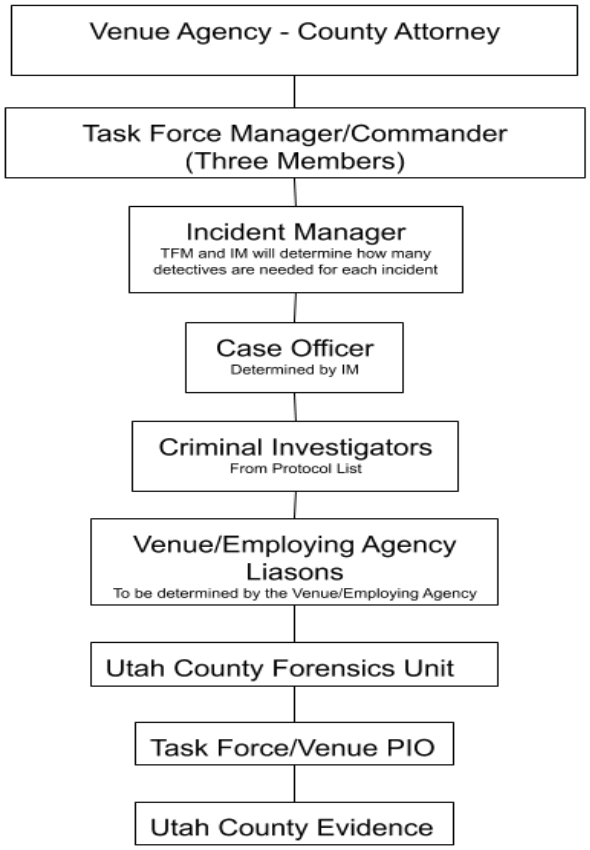
39. **Report Writing.**

a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All OICI Task Force investigators shall coordinate with the Task Force Manger/Commander to write a final report which documents their participation in the investigation.
b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

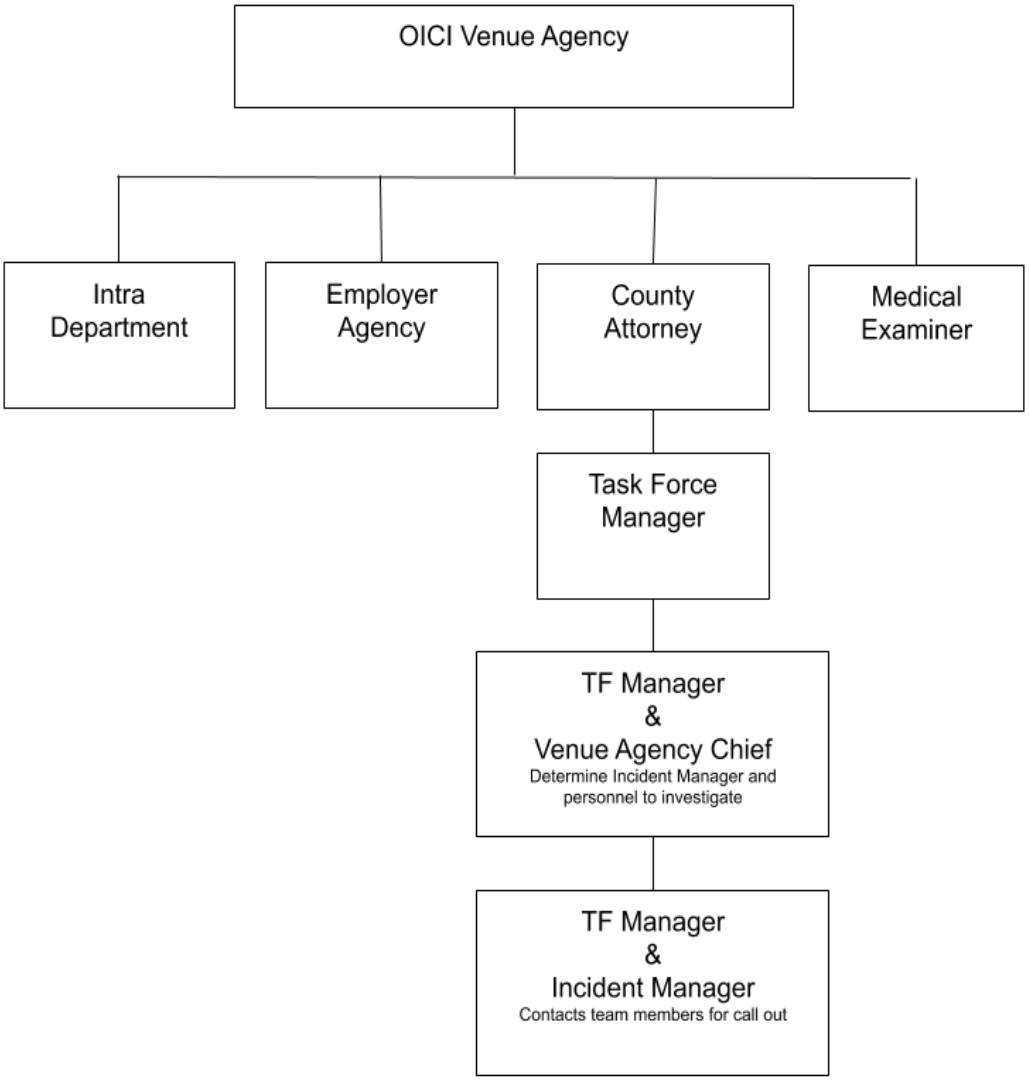
40. **News Media Relations.**
    a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
    b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
        i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
        ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
        iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its comments to information which has been cleared for release by the Venue Agency.

41. **Reporting to Board and Training.**
    a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, trainings held and to be held for team members, personnel issues and other needs.
    b. The Task Force Manager/Commander(s) will hold quarterly trainings for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
    c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

42. OICI Protocol Organizational Flow Chart



43. Callout Flow Chart


OICI Venue Agency
Intra Department
Employer Agency
County Attorney
Medical Examiner
Task Force Manager
TF Manager & Venue Agency Chief
Determine Incident Manager and personnel to investigate
TF Manager & Incident Manager
Contacts team members for call out

44.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County,Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Alpine

By_____

Its_____

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American

Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of American Fork

By_____

Its_____

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Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University,Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Brigham Young University

By_____

Its_____

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Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Highland

By_____

Its_____

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City of Lehi

By_____

Its_____

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City of Lindon

By_____

Its_____

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City of Mapleton

By_____

Its_____

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City of Orem

By_____

Its_____

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City of Payson

By_____

Its_____

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City of Pleasant Grove

By_____

Its_____

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City of Provo

By_____

Its_____

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City of Salem

By_____

Its_____

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City of Santaquin

By_____

Its_____

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City of Spanish Fork

By_____

Its_____

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City of Saratoga Springs

By_____

Its_____

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City of Springville

By_____

Its_____

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Utah County

By_____

Its_____

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Utah Highway Patrol

By_____

Its_____

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Utah Transit Authority

By_____

Its_____

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Utah Valley University

By_____

Its_____

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Utah Department of Corrections/Adult Probation and Parole

By_____

Its_____

MINUTES – CITY COUNCIL

Tuesday, December 17, 2019
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Policy Meeting

Call to Order: Mayor Jim Miller called the Meeting to order at 7:28 p.m.

Roll Call:

Present: Mayor Jim Miller, Council Members Chris Porter, Shellie Baertsch, Michael McOmber, Stephen Willden, and Ryan Poduska.

Staff Present: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Economic Development and Public Relations Director David Johnson, City Engineer Gordon Miner, Public Works Director Jeremy Lapin, Police Chief Andrew Burton, Planning Director David Stroud, Senior Planner Sarah Carroll, Planner Tippe Morlan, Deputy City Recorder Nicolette Fike, and Deputy City Recorder Kayla Moss.

Invocation by Council Member McOmber
Pledge of Allegiance by Council Member Baertsch

PUBLIC INPUT: None

REPORTS: Council Member Baertsch advised that she went to the Legislative Policy Meeting. They went through the tax reform that was just passed. She also attended the lake commission meeting. Mayor Brad Frost was elected as the chair. All of the reservoirs are at 85-90% capacity currently so it is looking good so far.

BUSINESS ITEMS:

1) **Recognition of Outgoing Planning Commissioners**. Council Member McOmber recognized Chris Carn for his service on the Planning Commission.

Council Member Baertsch recognized Sandra Steele for her service on the Planning Commission.

Mayor Miller recognized Kirk Wilkins for his service on the Planning Commission.

2) **Planning Commission Appointments; Resolution R19-69 (12-17-19).**
The new planning commissioners recommended for appointment are Reed Ryan, Audrey Barton, and Josh Wagstaff.

Motion by Council Member Willden to approve the Planning Commission Appointments; Resolution R19-69 (12-17-19) was seconded by Council Member McOmber.
Vote: Council Members Poduska, McOmber, Baertsch, Willden and Porter – Aye.
Motion carried unanimously.

3) **Justice Court Judge Nomination and Appointment; Resolution R19-70 (12-17-19).**
Ann Boyle was recommended as the new Justice Court Judge.

Motion by Council Member Baertsch to approve the Justice Court Judge Nomination and Appointment to Ann Boyle; Resolution R19-70 (12-17-19) was seconded by Council Member Poduska.
Vote: Council Members Poduska, McOmber, Baertsch, Willden and Porter – Aye.
Motion carried unanimously.

4) Pony Express Extension, Utah County Interlocal Cooperation Agreement; Resolution R19-71 (12-17-19).

Public Works Director Jeremy Lapin advised that this agreement is with Utah County to extend Pony Express. The money doesn't become available until October 2020 but this allows the City to start spending on the project now and be reimbursed when the funding is available.

Motion by Council Member Porter to approve the Pony Express Extension, Utah County Interlocal Cooperation Agreement; Resolution R19-71 (12-17-19), was seconded by Council Member Baertsch.
Vote: Council Members Poduska, McOmber, Baertsch, Willden and Porter – Aye.
Motion carried unanimously.

5) Wildflower Amended and Restated Master Development Agreement, DAI Nate Shipp Applicant, Harvest Hills Boulevard and Mountain View Corridor; Ordinance 19-40 (12-17-19).

Tippe Morlan advised that the applicant requests an Amended and Restated Master Development Agreement (ARMDA) consistent with a corresponding updated Community Plan (CP) to incorporate The Springs development into the existing Wildflower development. The new proposed Wildflower Community consists of approximately 1,202 acres and 3,238 Equivalent Residential Units (ERUs) entirely within the PC zone. Approval of the ARMDA shall be contingent upon approval of the CP to be reviewed at the January 7, 2020 City Council meeting. They are requesting to transfer 63 units at the cemetery site plus a bonus of 14 extra units to try and make up the money lost on those 20 acres.

Council Member Porter thinks that the 14 units is a fair ask to have the 100 acres of open space in a place that is uninhabitable and a 20 acre cemetery.

Council Member McOmber is also okay with the 14 units as part of negotiations.

Council Member Baertsch has more reservations about this then the other council members. She feels this is more than just 14 units. It is changing the lot size to much smaller than originally expected. This draft was only given to her one hour before the meeting and she hasn't been able to go over it fully enough to make a decision on it. She appreciates the concept of moving the homes away from the camp because they shouldn't be built there anyway.

Council Member Willden noted that he was able to look through the MDA document. He did not read through all of the pages but he did go through it. He relies on the City Staff to make recommendations on documents like this because they are so large and it's not always possible to catch every detail. He is comfortable with approving the additional 14 units for a total of 77 units.

Council Member Poduska appreciates the work that was done with Camp Williams to create an agreement. He doesn't like getting documents right before the meeting. Having said that he reads through the packets but also consults with the staff.

Council Member McOmber advised that he read the master development agreement. He agrees that this could have been given to them earlier but he has read it. The City does have the right to get out of the agreement if deemed necessary. He realizes that the lots will be smaller but there will be more single family lots instead of more multi-family lots, which he likes.

Amended Motion by Council Member Porter to approve the Wildflower Amended and Restated Master Development Agreement, DAI Nate Shipp Applicant, Harvest Hills Boulevard and Mountain View Corridor;

Ordinance 19-40 (12-17-19) removing exhibits B, C, and F to be replaced later with conditions matching the community plan including all staff findings and conditions except for item 3 and to make any non-substantial changes as necessary was seconded by Council Member McOmber.
Vote: Council Members Poduska, McOmber, Willden and Porter – Aye Baertsch - Nay.
Motion carried 4-1.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 7:37 p.m.

_____
Jim Miller, Mayor

Attest:

_____
Cindy LoPiccolo, City Recorder

Approved:

MINUTES – CITY COUNCIL

Tuesday, January 7, 2020
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Public Reception and City Council Oath of Office

Following a public reception, elected Council Members Chris Porter, Ryan Poduska, and Christopher Carn took the Oath of Office.

City Council Policy Meeting

Call to Order: Mayor Jim Miller called the Policy Meeting to order at 5:50 p.m.

Roll Call:

Present: Mayor Jim Miller, Council Members Stephen Willden, Michael McOmber, Chris Porter, Ryan Poduska, and Christopher Carn.

Staff Present: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, City Engineer Gordon Miner, Planning Director David Stroud, Public Works Director Jeremy Lapin, Police Chief Andrew Burton, Civic Events Coordinator AnnElise Harrison, and City Recorder Cindy LoPiccolo.

Invocation by Council Member McOmber.
Pledge of Allegiance led by Council Member Carn.

Public Input: Shellie Baertsch commented requesting inclusion of the trail as shown in the current Master Trails Plan into the 2250 North Redwood Road site plan, and into the Master Trails Plan currently being updated. Planning Director Stroud advised the trail requirement is also included within the Development Agreement.

SPECIAL PRESENTATION:

Timpanogos Special Service District (TSSD). District Manager Richard Mickelsen presented information and handout concerning District capital facility master plans and studies, presented water samples and reviewed current and future requirements for phosphorous levels effecting Utah Lake, TSSD water treatment, and clean water. He advised they will be recommending the Board adopt the federal clean water guidelines for recreational water, and thanked City Manager Christensen for his service on the Board.

REPORTS:

Council Member Carn reported he attended the Utah League of Cities and Towns Council training, and today's Chamber lunch for the State of the City noting David Johnson did a great job presenting City information.

City Manager Christensen gave a reminder the Council Retreat is scheduled for this upcoming weekend, January 9th, 10th, and 11th.

PUBLIC HEARING:

1) **Boundary Adjustment with the City of Lehi, Edge Homes Applicant, ~ 2582 Redwood Road; Ordinance 20-1 (1-7-20)**. Planning Director David Stroud presented the staff report and recommendation concerning the requested boundary adjustment with the City of Lehi. The applicant requests the City adjust a portion of the common boundary with Lehi City, this request affects approximately 90.15 acres, and the boundary line would run along the east side of the canal easement.

Council Member McOmber noted although this land could have been developed in the City of Saratoga Springs, discussion and analysis of infrastructure costs shows provision of services by Lehi at lower cost and a better use of tax public funds in fairness to the landowner and future homeowners.

Mayor Miller opened the public hearing and invited public comment. There being no public comment, Mayor Miller closed the public hearing.

Motion by Council Member Willden to approve the Boundary Adjustment with the City of Lehi, Ordinance 20-1 (1-7-20), including all staff findings and conditions, was seconded by Council Member Porter.
Vote: Council Members Carn, Porter, Willden, McOmber, and Poduska – Aye
Motion carried unanimously.

BUSINESS ITEMS:

1) **Award of Contract for Redwood Road Landscaping; Resolution R20-1 (1-7-20)**. Public Works Director Jeremy Lapin presented the staff report and recommendation to award contract to the low bidder Brightview Land Development. Council Member McOmber clarified the options and staff recommendation; Director Lapin confirmed Brightview was the low bidder for both bid options.

Motion by Council Member Poduska to approve the award of contract to Brightview Land Development for the Redwood Road Landscaping Restoration Project in the total amount of $630,432 for Base Bid and Alternate No. 1, Resolution R20-1 (1-7-20), was seconded by Council Member McOmber.
Vote: Council Members Poduska, Carn, Mcomber, Porter, and Willden – Aye.
Motion carried unanimously.

2) **Wildflower Special Assessment Area Developer Request**. City Manager Mark Christensen reported the developer of Wildflower has asked the City to create a Special Assessment Area (SAA) and issue bonds for infrastructure projects benefitting the project area. He advised Staff needs direction from the Council if a there is willingness to participate in a special assessment area for Wildflower development, and what is the highest amount Council will consider. If there is decision to proceed Staff will bring back a parameters resolution. He advised the Wildflower SAA would be set up comparable with the recent SAA for Mt. Saratoga (2016 for approximately $5,000,000) which was used to build infrastructure for that project and has been paid in full. Wildflower is requesting the City create a SAA for approximately $14 million for capital facilities using the property as collateral to secure the bonds. The terms would be comparable to Mt. Saratoga which would require the bonds to be retired prior to a subdivision being recorded and would further require if a default in payment occurs the City would begin foreclosure on behalf of the lender and sign over the property to the

lender to fully satisfy the outstanding bonds. Under these terms the City has limited the liability and risk exposure.

Applicant representative Nate Shipp, DAI Utah, commented the principal mission of the request is to fund infrastructure that is listed on the City's Capital Facilities Plan. He noted construction costs are increasing, the assessment would be well secured by their property at three times the worth, and they are comfortable with the City's requirements to protect the City.

Council Member Willden clarified this will not impact the City's bond rating, that it be conditioned incremental costs will be born by the applicant, and that this is not secured by any City revenue stream so if there is default there is no moral obligation from the City. From a risk standpoint he is comfortable moving forward. He noted there should be a condition the community plan and master development agreement (MDA) are approved first before moving forward, and look to staff what amount is reasonable based on the infrastructure cost. He further noted he is giving this consideration as creation of the assessment district would provide greater benefit to current and future residents especially if tied to the community plan in view of water and sewer infrastructure, open space coming into the City, possible future cemetery or other.

Council Member McOmber noted Council Member Willden's expertise and agreed with the specified conditions, however, pointed out concern the assessment amount looks to be substantially higher than what the City has done in the past and he would not want this to preclude similar assistance to smaller developers. City Manager Christensen noted the Wildflower development is unique in that the water and sewer infrastructure will additionally assist and provide economic benefit to the rest of the City's residents and commercial areas. He advised staff will review the applicant's numbers again noting an amount over 10 million would not be bank qualified, however, looking into the future there are more large projects that would require going out of the bank qualified range, and there is not a technical reason the City would not want to go out of the bank qualified range. The City wants to make sure what is approved is on the Capital Facility Plan and beneficial for the City as a whole.

Council Member Porter clarified there will be further information and discussion during Retreat, with incremental costs the developer would know what they would be on the hook for, with Foothill Boulevard could be approximately $16 million. He is willing to participate as this benefits the greater City outside the development. Applicant Attorney Bruce Baird commented this is the start and they are recommending starting at $14 million, are asking only for system improvement funds not project improvements. Council Member Carn concurred. City Manager Christensen advised staff will return with a parameters resolution that has an upper amount not to exceed, can go less, however, cannot do more, and can do the planning and once complete the City can work with them.

Council Member Poduska clarified process for future developers. City Manager Christensen advised there would be cost benefit analysis, some projects are valuable to the greater community. Mr. Baird commented the development cost savings to the developer would fundamentally be passed to the homebuyer. City Manager Christensen advised when Staff returns there will be a better specific answer how those funds will be used and justification.

<u>Motion by Council Member McOmber to give direction to Staff on the Wildflower Special Assessment Area discussion to bring back potential parameters resolution not to exceed $14 million, and not to bring back any kind of resolution until after Council has its retreat and any other discussion that might come from that retreat if we do not come to a final decision on some of our chief projects so that the developer is aware what kind of</u>

added costs might arise because of the City being held harmless from the negotiations, was seconded by Council Member Carn
Vote: Council Members Poduska, Porter, Willden, Carn, and McOmber
Motion carried unanimously.

MINUTES:

1. December 3, 2019.

Motion by Council Member Porter to approve the Minutes of December 3, 2019, was seconded by Council Member Poduska
Motion carried unanimously.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 6:50 p.m.

_____
Jim Miller, Mayor

Attest:

_____
Cindy LoPiccolo, City Recorder

Approved: