



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

## CITY COUNCIL MEETING

Tuesday, October 4, 2016

7:00 P.M.

City of Saratoga Springs Council Chambers  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

---

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.
6. Presentation: Swearing in of Youth Council Members.

### REPORTS:

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

### PUBLIC HEARING:

1. HADCO – Rezone, Master Development Agreement (MDA); Ordinance 16-23 (10-4-16).

### BUSINESS ITEMS:

1. Secondary and Culinary Water System Project Agreements with Hansen, Allen & Luce, Inc. (Engineers), for design, engineering services, and contract management for following projects; Resolution R16-53 (10-4-16):  
Foothill North Pipeline, not to exceed \$106,300;  
Foothill South Pipeline and Pump Station, not to exceed \$197,100;  
Zone 1 North Water Line Project, not to exceed \$148,700;  
Zone 2 North Pond and Pump Station, not to exceed \$315,000;  
Zone 2 South Pond and Transmission Line, not to exceed \$271,300.
2. Marina Pump Station – Site Plan and Conditional Use Permit.

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

3. Communities That Care – Interlocal Cooperation Agreement with Utah County for Substance Abuse Prevention Services and Communities That Care Prevention Model; Resolution R16-54 (10-4-16).
4. Special Assessment Bonds, Series 2016, Mt. Saratoga Assessment Area – Consideration for Adoption of:  
A Resolution of the City Council of the City of Saratoga Springs, Utah (the “City”), Designating An Assessment Area for the Purpose of (i) Levying Assessments Against Properties Within the Assessment Area to Finance the Acquisition, Construction and Installation of Road, Storm Water, Sewer, Culinary and Secondary Water, and Related Improvements, (ii) Estimating the Amount of the Assessments To Be Levied and the Method or Methods of Assessments, and (iii) Generally Describing the Period Over Which the Assessments Are To Be Paid and the Manner In Which the City Intends to Finance Said Improvements; and Related Matters. Resolution No. R16-55 (10-4-16).

An Ordinance of the City of Saratoga Springs, Utah, Confirming the Assessment List and Levying An Assessment Against Certain Properties In the Mt. Saratoga Assessment Area (the “Assessment Area”) To Finance the Costs of Acquiring, Constructing and Installing Road, Storm Water, Sewer, Culinary Water, and Related Improvements; and Related Matters. Ordinance No. 16-24 (10-4-16).

#### **APPROVAL OF MINUTES:**

1. September 20, 2016.

#### **CLOSED SESSION:**

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

#### **ADJOURNMENT**

*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.*

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

*The order of the agenda items is subject to change by order of the Mayor.*

*Final action may be taken concerning any topic listed on the agenda.*



**HADCO Rezone and Master Development Agreement  
Tuesday, October 4, 2016  
Public Hearing**

Report Date:	Monday, September 26, 2016
Applicant:	JD V and JD VI
Owner:	JD V and JD VI
Location:	Approx. 1800 N. 1000 West (W of Harvest Hills, S of The Springs)
Major Street Access:	State Road 73, 800 West; in the future: Mountain View Corridor
Parcel Number(s) & Size:	58:022:0114, 6.66 acres 58:022:0115, 16.66 58:022:0121, 17.67 acres Total: approx. 40.99 acres
Parcel Zoning:	Agriculture
Adjacent Zoning:	A, Multiple
Current Use of Parcel:	Vacant, Mining
Adjacent Uses:	Vacant, pending Residential
Previous Meetings:	The Springs Annexation and MDA, 2014-2015 Planning Commission Public Hearing 9/22/2016
Previous Approvals:	The Springs Annexation and MDA 4/21/2015
Land Use Authority:	Council
Type of Action:	Legislative
Future Routing:	None
Author:	Kimber Gabryszak, AICP

**A. Executive Summary:**

The applicant is requesting approval of a Rezone and Master Development Agreement (MDA) for property previously annexed as part of The Springs Annexation in 2015. The applicant is requesting a rezone from Agriculture to Industrial. The Planning Commission held a public hearing on September 22, 2016, and voted to forward a positive recommendation on both requests, and the report of action from that meeting is attached.

**RECOMMENDATION:**

**Staff recommends that the City Council hold a public hearing, take public comment, review the proposal, and choose from the options in Section H of this report.** Options include approval as presented or with modifications, continuance to a future meeting, or denial.

**B. Background:**

In September 2013, the Interpace Annexation application was submitted. After initial review, it was determined that the application was incomplete and it was returned to the applicants for modification. After numerous meetings between Staff and the applicants concerning required information and revisions, a revised application was submitted on November 24, 2014.

The application was renamed “The Springs” and the annexation of 596.72 acres of property within the northwest portion of the City’s annexation declaration area was approved in April, 2015.

Of the annexed acreage, 479.112 acres became the development known as “The Springs”; ~117.6 acres contain high-voltage transmission lines and are owned by Utah Power and Light; the remaining parcels are owned by JD V and JD VI (HADCO), and the United States of America.

The current MDA and Rezone are specific to the JD V and VI properties. As part of the 2015 annexation these properties were zoned Agriculture; following this annexation, extensive discussions with the applicant occurred. The proposed MDA and Rezone to Industrial will allow the property owner to continue mining activity that was approved while still in Utah County prior to the annexation.

**C. Specific Request:**

The owners of the JDV and JDVI properties have requested the Industrial Zone to facilitate the expansion of mining activity to the annexed property, and potentially develop the property in the future when mining is completed.

**D. Process:** Section 19.13.08 of the Code outlines the process for a Master Development Agreement, which includes a public hearing and recommendation by the Planning Commission and final action by the City Council. Section 19.17 of the Code outlines the process for a rezone, which requires a public hearing and recommendation by the Planning Commission, followed by a public hearing and final decision by the City Council.

Rezoning is also required to be accompanied by a Concept Plan, and the proposed MDA satisfies this requirement.

The Planning Commission held a public hearing on September 22, 2016. Concerns discussed included potential for light pollution, the recent moratorium on mining on adjacent property in Eagle Mountain, dust, and traffic. The MDA requires new development to comply with City standards, and previous existing uses will also be subject to health and safety standards if their impacts are not already mitigated.

**E. Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public comment has been received.

**F. General Plan:**

**Land Use Designation:** The Future Land Use Map of the General Plan has identified is property as Industrial, which includes the Industrial zone and anticipates mining activities.

Staff analysis: the Rezone is consistent with the General Plan intentions for this area.

## G. Code Criteria:

**Rezones are a legislative decision; therefore, the 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

#### **19.17, General Plan, Ordinance, and Zoning Map Amendments**

- Planning Commission/City Council Review
  - The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of the Title.

***Staff Finding: Consistent.** The proposed zone is Industrial and is consistent with the General Plan Future Land Use Designation. There is currently no property zoned Industrial in the City, and the zone is contemplated for economic benefit to the City therefore the amendment is necessary to fulfill the purposes of the Title.*

- Consideration of General Plan, Ordinance, or Zoning Map Amendment
  - The Planning Commission and City Council shall consider, but are not 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 provision of the General Plan;
    2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
    3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
    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: Consistent.** The proposed zone is Industrial and is consistent with the General Plan, is the continuation of previous activities and is located away from existing residential development, is consistent with the City Code, and will eventually allow for future economic development when mining activities cease, and impacts will be mitigated through the constraints of a Master Development Agreement. The applicants also must comply with all Code requirements for health and safety impact mitigation.*

### **MDA**

The purpose of the MDA is to allow existing grandfathered uses of mining to continue, which is consistent with the General Plan and the Industrial Zone, and mitigate impacts to the City. Any

future development on the property, including new buildings, site plans, signage, subdivisions, or any other new development, will be subject to the Land Development Code and other applicable City standards in place at the time they choose to develop. Compliance with specific code criteria will be verified when detailed plans are submitted at a later date.

The Planning Commission reviewed the draft MDA and recommended that all uses in the current Industrial zone currently be included in the MDA.

**H. Recommendation and Alternatives:**

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss any public input received, and choose from the following options:

**Staff Recommendation: approvals**

The CC may choose to conditionally approve one or both of the applications: “I move to **approve** the HADCO Rezone of ~40.99 acres from Agriculture to Industrial with the Findings and Conditions in the staff report dated October 4, 2016, below:

**Findings:**

1. The Rezone is consistent with the Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
2. The Rezone is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

**Conditions:**

1. The Rezone shall not be final until the associated MDA is approved and signed.
  2. Any other conditions articulated by the City Council: \_\_\_\_\_
- 

“I also move to **approve** the HADCO MDA, in generally the form outlined in Exhibit 2 and including necessary changes, with the Findings and Conditions in the staff report dated October 4, 2016, below:”

**Findings:**

1. The MDA complies with Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
2. The MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

**Conditions:**

1. The MDA shall not be approved unless the Rezone is approved.
2. All other Code requirements shall be met.
3. The uses in the MDA shall include all conditional and permitted uses in the Industrial Zone.
4. The MDA shall be amended to replace the words “condominium” and “dwelling” with “lot or unit”.
5. The MDA shall be edited as directed by the City Council \_\_\_\_\_.
6. Any other conditions as required by the City Council \_\_\_\_\_.

**ALTERNATIVES:**

**Continuance**

The City Council may instead choose to continue both or one of the applications:

Potential motion: “Based on the analysis of the City Council and information received from the public, I move to **continue** the HADCO [Rezone / MDA] to the [October 18, 2016] meeting, with the following direction on additional information or changes needed to render a decision:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Denial**

The City Council may also choose to deny one or both of the applications:

Potential motion: “Based on the analysis of the City Council and information received from the public, I move to **deny** the HADCO [Rezone/MDA] with the following findings:

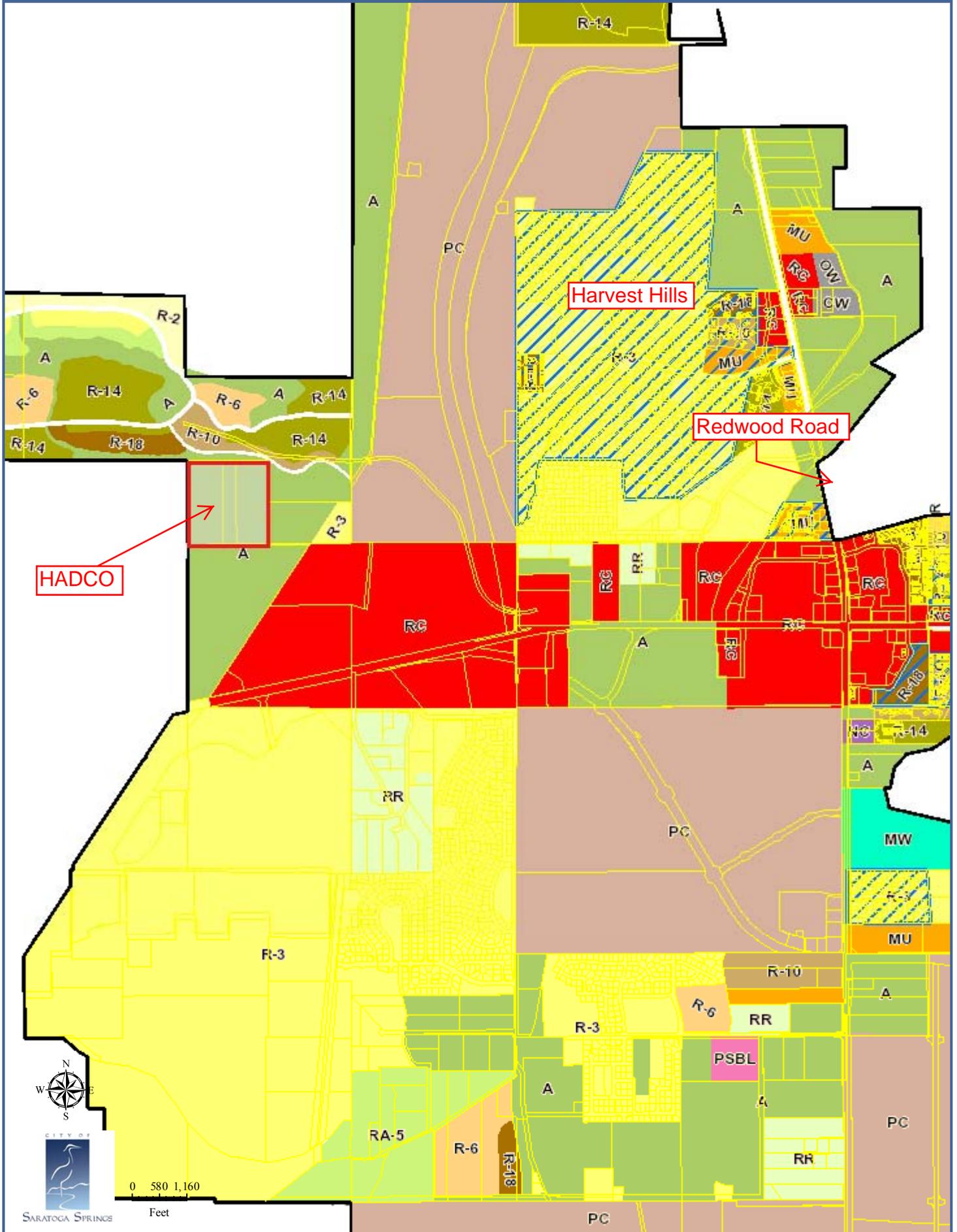
**Potential Findings:**

- 1. The [Rezone/MDA] does not comply with the Land Development Code, Section [??] as articulated by the Council: \_\_\_\_\_, or
- 2. The [Rezone/MDA] is not consistent with the General Plan, as articulated by the Council: \_\_\_\_\_.

**I. Exhibits:**

- 1. Location & Area to Be Rezoned (page 6)
- 2. HADCO Draft MDA (pages 7-32)
- 3. 9/22/2016 Planning Commission Report of Action (pages 33-35)

# HADCO Rezone Location



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between the **City of Saratoga Springs**, Utah, a Utah municipal corporation (“**City**”) on the one hand, and **JD V, LLC**, a Utah limited liability company; **JD VI, LLC**, a Utah limited liability company; **TM Crushing, LLC**, a Utah limited liability company; and **Hadco Construction, LLC**, a Utah limited liability company, on the other hand (collectively “**Developer**”).

### RECITALS:

A. Developer is the owner and developer of approximately 40 acres of land located in Saratoga Springs, Utah (“**Property**”), and is more particularly described in **Exhibit 1** to this Agreement.

B. The Property is part of a larger parcel that, according to Developer, for more than 50 years, has been operated as a gravel pit and clay pit.

C. On or about April 21, 2015, the Property theretofore located in Utah County was annexed into the City and rezoned agricultural. Prior to the annexation and rezone, the Property was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

D. A dispute thereafter arose between Developer and the City concerning the annexation and zoning of the Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant, Civil No. 150400729* (“**Zoning Litigation**”).

E. By the Zoning Litigation, the Developer sought an order of the court (i) vacating the annexation and rezoning of the Property; (ii) declaring that the City was estopped to rezone the Property agricultural; and (iii) declaring that the City’s actions allegedly resulted in a taking of the Property and awarding Developer just compensation.

F. Large Mine Permit #M0490029, issued by the Utah Division of Oil, Gas & Mining, covers the Property. Developer asserts that before and since the issuance of this mine permit, clay mineral deposits have been and continue to be mined within the Property.

G. The Property is currently zoned agricultural.

H. Developer plans to develop a project consisting of completing mining activities and operations on the Property and, once mining is completed on the Property, developing industrial and commercial improvements and uses within the Property (“**Project**”). Currently, the Project does not meet the agriculture zone and only nonconforming, vested and grandfathered uses would

be allowed to continue. Therefore, in order to develop the Project, Developer wishes to place the Property in the industrial zone, as provided in Title 19 of the City Code, as amended (“**Zoning Request**”) and wishes to be bound voluntarily by this Agreement in order to be able to develop the Project.

I. To resolve the Zoning Litigation and assist the City in its review of the Zoning Request and to ensure development of the Property, Developer and City desire to enter voluntarily into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property.

J. The City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property and the Project.

K. After holding a duly noticed public hearing, City’s Planning Commission recommended approval of Developer’s Zoning Request and this Agreement and forwarded a positive recommendation to the City Council for approval of the Zoning Request and this Agreement.

L. After holding a duly noticed public hearing, the Saratoga Springs City Council (“**City Council**”), approved Developer’s Zoning Request and this Agreement.

M. To allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to the applicable ordinances, regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein.

N. Pursuant to its legislative authority under Utah Code § 10-9a-101, *et seq.*, and after all required public notice and hearings, in exercising its authority, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City Code (collectively, “**Public Purposes**”). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development of the Property and Project thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

#### **AGREEMENT:**

Now, therefore, in consideration of the recitals above, incorporated herein, and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement is effective upon approval by the City Council (“**Effective Date**”). Upon the Effective Date, this Agreement shall be recorded against the Property in the Utah County Recorder’s Office, with the Developer to pay all recording fees.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as **Exhibit 1**. In the event of a conflict between the legal description and the property ownership map, the legal description controls. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Vested Rights and City Regulations. Subject to the terms of this Agreement, the future development of the Property (including, but not limited to, the Project) shall be subject to the provisions of the industrial zone as they exist in the version of Title 19 of the Land Development Code of the City in effect on the Effective date and in accordance with this Agreement with respect to zoning; density; and permitted and conditional uses including the matters set forth in **Exhibit 2** to the Agreement (hereinafter “**Vested Rights**”). Except for requirements that conflict with or restrict the Vested Rights, Developer shall be required to follow requirements of the industrial zone in the City Land Development Code in effect on the date that a completed preliminary plat or site plan application is filed with the City and all application fees are paid (hereinafter “**City regulations**”). City regulations may include any amendment by the City that is beneficial to Developer, the Vested Rights, or the development and use of the Property and the Project.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer has Vested Rights specified in Section 3 hereof. Developer’s vested Rights are expressly conditioned upon substantial compliance with this Agreement.

5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer’s rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988). Any such proposed change affecting Developer’s rights shall be of general applicability to all development activity in City. Developer shall be entitled to prior written notice and a hearing on any such proposed change and its applicability to the Project.

6. Installation of Improvements Prior to Building Permits. Building permits will not be issued until all applicable fees have been paid and all improvements required in this Agreement and City regulations are (a) installed in accordance with City regulations, (b) accepted by the City in writing, and (c) guaranteed by a warranty bond to guarantee that the improvements remain free

from defects and continue to meet City standards for a period of one year as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form mutually acceptable to the City and the Developer. The City may allow issuance of building permits prior to installation of all improvements in accordance with City regulations.

7. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property pursuant to the Project according to City regulations. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate promptly the water rights proposed for conveyance and may refuse to accept any right that the City reasonably determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with City regulations. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement.

c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement. City shall provide service to Developer's property and maintain the improvements upon dedication to the City and acceptance in writing by the City at the end of the performance bond period (as specified in City regulations), so long as the improvements meet the requirements of City regulations and any applicable special service district.

9. Landscaping. Developer shall install landscaping improvements required by City regulations. Developer or a property association shall maintain the landscaping improvements in perpetuity.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with the City regulations and this Agreement. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

12. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

13. Sewer Fees. Timpanogos Special Service District ("TSSD") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.

14. Other Fees. The City may charge, on the same basis charged other owners of property within the City's municipal boundaries, other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement. Developer reserves its rights to challenge impact fees pursuant to the Utah Impact

Fees Act, Utah Code Ann. §§ 11-36a-101 *et seq.* or any other fees imposed by the City or any other service provider.

15. Plat, Site Plan, or Development Plan Approval. Developer shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (referred to in this Section as “Plans”) for the portion of the Property being developed.

a. In particular, the Plans shall meet the following requirements:

- i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets the City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
- ii. comply with City regulations applicable to drainage, utilities, and traffic;
- iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and

b. Developer shall:

- i. comply with this Agreement and the Zoning Request;
- ii. comply with City regulations;
- iii. provide other information as City may reasonably request; and
- iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if the Plans meet the standards and requirements enumerated herein and substantially conform to City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and City regulations; provided, however, that nothing herein stated shall prevent, or be deemed to limit or modify, any use of the Property by Developer which has hitherto been in practice, including

(but not limited to) mining activities thereon.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement, Developer may proceed by constructing the Project all at one time or in phases as allowed in City regulations.

f. Wildland-Urban Interface Code. To the extent applicable to the Property and the Project and in accordance with City regulations, prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the version of the Wildland-Urban Interface Code in effect on the Effective Date.

16. Time of Approval. Any approval required by this Agreement may not be unreasonably withheld, conditioned or delayed and shall be made in accordance with the Agreement and City regulations.

17. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred (“**Transfer**”) to a third party (“**Transferee**”), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 17.a., a transfer by a Developer of a lot or unit located on the Property within a City approved and recorded plat is not a Transfer as set forth above so long as the Developer’s obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer is released forever from any further obligations under this Agreement pertaining to such lot or dwelling unit.

18. Default.

a. Events of Default. Upon the happening of one or more of the following

events or conditions, Developer or City, as applicable, shall be in default (“**Default**”) under this Agreement:

- i. a warranty, representation, or statement made or furnished by Developer under this Agreement are intentionally false or misleading in any material respect when it was made;
- ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or
- iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 18.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, economic or market conditions, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other

equitable relief.

19. Rights of Access. After providing written notice to Developer not less than 48 hours prior to each investigation event, the City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required by City regulations.

20. Duration. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. Taking into account economic market conditions, so long as Developer is using commercially reasonable efforts to complete the mining of the Property and thereafter the development of the Project and is not in breach of any material term herein, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. The Parties may mutually agree in writing to extend the duration of this Agreement beyond the foregoing terms. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute a recordable instrument in form acceptable to both Parties confirming that this Agreement has been fully performed or terminated.

21. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements of this Agreement and City regulations.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit 1      Property Ownership Map, Vicinity Map, and Legal Descriptions

Exhibit 2      2016 Code

24. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and

provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce City regulations and the terms of this Agreement by seeking an injunction to compel compliance or any other remedy at law or equity.

h. No Waiver. Failure of a party hereto to exercise any right hereunder is not a waiver of any such right and does not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit herein

unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorney fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorney fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon actual receipt if sent by registered or certified mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer:

John D. Hadfield  
Hadco Construction  
1850 North 1450 West  
Lehi, UT 84043

With a copy to:

Bradley R. Cahoon  
Snell & Wilmer L.L.P.  
15 West South Temple St., Ste 1200  
Salt Lake City, UT 84101

To the City:

City Manager  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, UT 84045

With a copy to:

City Attorney  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, UT 84045

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed in counterparts and delivered by email, then an original shall be provided to the other party within seven days.

n. Limitation on Damages. Any breach of this Agreement shall not give rise to monetary damages but shall be enforceable only by resort to an action for specific performance and injunctive relief. The Parties agree that any breach of this Agreement will result in irreparable harm and cannot be adequately compensated by monetary damages and on this basis, hereby consent to entry of preliminary and permanent injunctive relief to resolve any breach.

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has substantially failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 18 hereof. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

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

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. As of the Effective Date, Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

s. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon all parties and their respective successors, successors-in-title, heirs and assigns; and (iii) touch, concern and run with the Property.

t. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the Effective Date.

**CITY:**

ATTEST:

CITY OF SARATOGA SPRINGS, a  
political subdivision of the State of Utah

By: \_\_\_\_\_  
City Recorder

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

**DEVELOPER:**

JD V, LLC, a Utah limited liability company

JD VI, LLC, a Utah limited liability  
company

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

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

Hadco Construction, LLC, a Utah limited  
liability company

TM Crushing, LLC, a Utah limited liability  
company

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

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

**ACKNOWLEDGMENTS**

STATE OF UTAH                    )  
  : ss

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **City of Saratoga Springs**, a political subdivision of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ of the **City Recorder's Office of City of Saratoga Springs**, a political subdivision of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **JD V, LLC**, a Utah limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **JD VI, LLC**, a Utah limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **TM Crushing, LLC**, a Utah limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **Hadco Construction, LLC**, a Utah limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

## **Exhibit Summary**

Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Description

Exhibit 2 2016 Code

**Exhibit 1**  
**to Development Agreement**  
**(Property Ownership Map, Vicinity Map, and Legal Description)**

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 1 (6 2/3 acre parcel a portion of said boundary being described as):

Beginning at a point which is North 89°46'48" East 566.11 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07'32" West 1345.39 feet to the sixteenth Section line; thence South 89°41'34" East 216.01 feet; thence South 00°07'32" East 1343.41 feet the Section line; thence South 89°46'48" West 216.01 feet to the point of beginning.

Tax Parcel No. 58-022-0114

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 2 (16 2/3 acre parcel a portion of said boundary being described as: ("The Exchange Parcel")):

Beginning at a point which is North 89°46'48" East 782.12 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07'32" West 1343.41 feet to the sixteenth Section line; thence South 89°41'34" East 541.43 feet; thence South 00°07'32" East 1338.42 feet to a found monument at the sixteenth corner; thence South 89°46'48" West 541.42 feet to the point of beginning.

Tax Parcel No. 58-022-0115

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 3 (Remainder parcel a portion of said boundary being described as: (“The Deed of Trust Parcel”)):

Beginning at the Southwest corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North  $0^{\circ}32'58''$  East 1364.90 feet; thence South  $89^{\circ}36'23''$  East 2634.37 feet to a found monument at the sixteenth corner; thence South  $89^{\circ}41'34''$  East 576.41 feet; thence South  $0^{\circ}07'32''$  East 1345.39 feet; South  $89^{\circ}46'48''$  West 566.11 feet to a found brass cap monument at the South Quarter corner; thence North  $89^{\circ}54'57''$  West 2660.60 feet to the point of beginning.

Tax Parcel No. 58-022-0121

**Exhibit 2**  
**to Development Agreement**  
**(2016 Code)**

**19.04.24. Industrial (I).**

1. **Purpose.** The purpose of the Industrial Land Use Zone is to allow for large lot industrial and manufacturing development in appropriate locations. Development under these regulations should provide for certain types of offices, commercial and industrial operations in a business park setting characterized by large buffer strips, open space and landscaping requirements, and quality site development standards.
2. **Permitted Uses.** The uses identified in 19.04.07.3 as Permitted Uses in the Industrial Zone.
3. **Conditional Uses.** The Industrial Zone allows the Conditional Uses identified in 19.04.07.3.
4. **Child Care Center Services.**
  - a As an ancillary component of the above listed Permitted and Conditional Uses, employers in this zone may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.
  - b Due to the inherent dangers of some Industrial uses and environments, the City Council reserves the right to preclude or restrict the ancillary provision of Child Care services within a building.
5. **Minimum Development Size and Lot Size.**
  - a The minimum size requirement for developments in this zone is ten acres. Lots within a ten acre development may be created based upon an approved Master Development Agreement as described herein; however, in no case shall any parcel in this zone be smaller than 20,000 square feet.
  - b All developments in this zone are required to submit a Master Development Plan as part of the Master Development Agreement that includes maps and descriptions of how the entire ten acres is anticipated to be developed. See Chapters 19.13 and 19.14 for details regarding how to process developments under these regulations.
  - c All uses, lots or parcels in this zone shall be of sufficient size to assure compliance with the City's parking, landscaping, utilities, Site Plan, and other land development regulations that may govern all or a portion of each project.
6. **Setbacks and Yard Requirements.**
  - a The yard requirements in this Subsection are intended to describe the amount of space required between buildings and property lines.
  - b All buildings in this zone are required to maintain minimum setbacks as follows:

- i Front: Not less than fifty feet.
- ii Sides: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process.
- iii Rear: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of fifty feet.
- iv Exceptions: The City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. The City Council may consider the quality of the proposed building materials, landscaping improvements, or other buffers to determine if an aesthetically pleasing public view of the site will be created.
- v Other general requirements: In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

7. **Maximum Height of Structures.** No structure in this zone shall be taller than fifty feet.

8. **Lot Coverage.** Buildings shall not cover more than fifty percent of the total lot area.

9. **Development Standards.** The following development standards shall apply to this zone:

- a **Architectural Review.** The Development Review Committee shall review the Site Plan and building elevations. The Development Review Committee shall offer recommendations for architectural design of buildings and structures to assure compatibility with adjacent development and the vision of the Land Use Element of the General Plan and with the City's policies and regulations concerning architecture and design.
- b **Landscaping Buffers.** Required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than fifteen feet as approved through the Site Plan review process. There shall be a minimum of ten feet of landscaping between parking areas and side or rear property lines adjacent to agricultural and residential land uses. See Chapter 19.09, Off-street Parking Requirements.
- c **Landscaping Required.** All landscaping shall be completed in accordance with the approved Site Plan and shall be installed prior to the issuance of a Certificate of

Occupancy for the building. The Building Official may approve exceptions as seasonal conditions warrant. Any proposed change to the approved landscaping plan will require an amended Site Plan approval. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved Site Plan and in compliance with the requirements of Chapter 19.06, Landscaping.

**10. Uses Within Buildings.**

- a All uses in the Industrial Zone shall be conducted entirely within a fully enclosed building except those uses deemed by the City Council to be customarily and appropriately conducted outside. Such uses include, automobile refueling stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.
- b Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the City Council deems such storage to be customarily and appropriately conducted outside.

**11. Trash Storage.** All trash or garbage storage (other than individual garbage cans) shall comply with Section 19.14.04(4), which section is incorporated herein by this reference.

**12. Buffering/Screening Requirements.**

- a A wall, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an agricultural or residential use. Such a wall, fence, or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the City Council as part of a Site Plan review. Such wall, fence, or landscaping shall be maintained in good condition with no advertising thereon.
- b All developments shall have a minimum number of both deciduous and evergreen trees and shall further comply with the requirements of Chapter 19.06, Landscaping.

**13. Landscaping Requirements**

- a A minimum of twenty percent of the gross area of land to be developed in the Industrial zone shall be devoted to use as parks, recreation areas, open space, planting or other public purposes other than rights-of-way, utility easements, and parking areas.
- b Public and private trails and any natural or man-made floodways, lakes, or storm water retention areas may be used to satisfy the requirement in Subsection a.

(Ord. 16-01; Ord. 14-13)

[Exhibit 2 to Development Agreement continues onto next page]

### 3. Permitted and Conditional Uses by Zone-Commercial:

The following table lists the Permitted and Conditional uses for the Nonresidential Zones in the City of Saratoga Springs. Empty boxes mean that the use is prohibited in that zone. Uses not listed are also prohibited.

**P= Permitted C= Conditional**

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Alcoholic Beverage, Package Agency					C				
Alcoholic Beverage, State Liquor Store					C				
Animal Hospital, Large/Large Veterinary Office	C	C	P	P					
Animal Hospital, Small/Small Veterinary Office	C	C	P	P					
Arts & Crafts Sales	C	P	P			P			
Automobile Refueling Station		C	C	C	C				
Automobile Rental & Leasing Agency			C	C	P		C <sup>A</sup>		
Automobile Repair, Major				C	C				
Automobile Repair, Minor			C	C	C		C <sup>E</sup>		
Automobile Sales			C		C				
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service			C	C	P				
Bakery, Commercial				C	C				
Bakery, Retail	P	P	P			P	C		
Bed and Breakfast		C				C			
Bookstore	P	P	P			P	P <sup>A</sup> C <sup>E</sup>		
Building Material Sales (with outdoor storage)			C	C	P				
Building Material Sales (without outdoor storage)			C	C	C				
Bus Lot									P
Car Wash (full service)			C				C <sup>A</sup>		
Car Wash (self service)			C	C	C				
	NC	MU	RC*	OW	I	MW	BP	IC	PSBL

Child Care Center	C	C	C			C <sup>A</sup>	C <sup>A</sup>		
Churches	C	C				C		P	
Commercial & industrial laundries				C	P				
Commercial Recreation		C	C	C	C	P			
Commuter/Light Rail Station			P	P	P		C	C	
Contract construction services establishments				C	P				
Contract Services Office				P	P				
Convenience Store		C	P	C			C <sup>E</sup>		
Convenience Store/Fast Food Combination			C				C <sup>E</sup>		
Copy Center	C	P	P	C			C <sup>A</sup>		
Crematory/Embalming Facility				C	C				
Dry Cleaners	C	P	P				C <sup>E/A</sup>		
Dwelling, Above commercial		P	C			P			
Dwelling, Multi-Family		P				P			
Dwelling, Single-Family		P				P			
Dwelling, Three-Family		P				P			
Dwelling, Two-Family		P				P			
Educational Center	C	C	C	C			C	P	
Electronic Media Rental & Sales		C	P						
Electronic Sales & Repair		C	P				C <sup>A</sup>		
Equipment Sales & Services			C		P				
Financial Institution		P	P				P <sup>A</sup>		
Fitness Center (5,000 sq. ft. or less)	P	P	P	P		P	P <sup>A</sup>		
Fitness Center( 5,001 sq. ft. or larger)	C	C	C	C			C <sup>A</sup>		
Floral Sales	P	P	P			P	P <sup>A</sup>		
Fueling Station									P
Fueling Station, Cardlock Facility									P
Funeral Home	C	C	C						
Grocery Store		C	P			P			
Hair Salon	P	P	P			P			
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Hardware & Home Improvement Retail		C	P						
Home Occupations	See §19.08	See §19.08	See §19.08	See §19.08					
Hospital			P				C	P	
Hotels			C	C	C	C	C		
Ice Cream Parlor	P	P	P			P	C <sup>A</sup>		
Impound Yard					C				
Kennel, Commercial			C	C	P				
Laundromat			C	C	C				
Library		P	P					P	
Light Manufacturing				C	C		C		
Marina						P			
Mining					C				
Mixed Use		P				P			
Neighborhood Grocery Store		P				P			
Motels			C	C	C	C			
Non-Depository Institutions			C						
Office, High Intensity				P	C		C		
Office, Medical and Health Care	C	C	P				P	C <sup>A</sup>	
Office, Professional	C	P	P	P	C	P	P		
Public Parks, playgrounds, recreation areas, or other park improvements	P	P	P	P	P	P	P	P	P
Pawn Shop				C	C				
Personal Service Establishment	C	C		C		C	C <sup>A</sup>		
Plant & Tree Nursery	C		C	C	P				
Postal Center	C	C	P	C			P <sup>A</sup>	P	
Preschool	C	C	C			C <sup>A</sup>	C <sup>A</sup>		
Printing, lithography & publishing establishments				C	C		P		
Public & private utility building or facility			C	C	C	C		C	C
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	
Reception Centers	C	C	P			P	C		

Recreation Center			C		C	C			
Recreation Rentals			P			P			
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>
Recreational Vehicle Sales			C						
Recycling Facilities					C				
Research & Development			C	C	C		P	C <sup>A</sup>	
Residential facilities for elderly persons		C				C			
Residential Facilities for Persons with a Disability		C				C			
Restaurant, Casual			P	C		C <sup>E</sup>	C <sup>E</sup>		
Restaurant, Deli	P	P	P			P	C <sup>A</sup>		
Restaurant, Sit Down	P	P	P	P		P	P <sup>E</sup>		
Retail Sales	P	P	P	P		P	C <sup>A</sup>		
Retail, Big Box			C						
Retail, Specialty	P	P	P	P		P			
Retail, Tobacco Specialty Store				C	C				
School, Public	P	P	P	P	P	P	P	P	P
School, Trade or Vocational				P	P		P	P	
Sexually Oriented Businesses					P				
Shooting Range, indoor or outdoor				C	C				
Storage, Self-Storage, or Mini Storage Units				C	C				
Storage, Outdoor					C				
Storage, Vehicle					C				
Tattoo Parlor					C				
Temporary Sales Trailer		T							
Theater			C			C			
Transit-Oriented Development (TOD)		P				P	C		
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

<sup>A</sup> The noted Uses shall be allowed in the listed zones as an ancillary use only.

<sup>E</sup> The noted Uses shall be allowed in the listed zones as an edge use only.

\*As an ancillary component of the identified Permitted and Conditional Uses, employers may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.

**City of Saratoga Springs**  
**Planning Commission Meeting**  
**September 22, 2016**

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

---

**Minutes**

**Present:**

Commission Members: Kirk Wilkins, Sandra Steele, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Senior Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder; City Planner Kara Knighton; City Planner Jeff Attermann

Others: Nate Shipp, Mindy Dansie, Brian Flamm, Jeremy Searle, Paul Linford, Lia Gerke, Heather Laughter, Paul Sellers, Karena Kruger, Bryan McEntire, Paul Hardman, Chad Spencer, Brad Cahoon, Ballards, Dave DeLong, Anne Braithwaite, Lance Wadman, Ray Walker, Ted Warren, Jason Krull

**Excused:** Hayden Williamson

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

1. **Pledge of Allegiance** - led by Tiffany Wilkins

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

3. **Public Input**

**Public Input Open** by Chairman Kirk Wilkins

No public input was given.

**Public Input Closed** by Chairman Kirk Wilkins

4. **Public Hearing: Marina Pump Station Site Plan and Conditional Use Permit, located at 156 E. Harbor Parkway, City initiated.**

Planning Director Kimber Gabryszak presented the item. They are requesting Site Plan and CUP approval for the purpose of constructing a secondary irrigation pump station at the Marina. The pump station will use water from the Lake for irrigation purposes in the southern part of the City. Additional recommendations were made to put a trail down around to be able to see the access point to the lake. Landscaping with two proposed plans.

City Manager Mark Christensen noted how the south well had failed earlier this year and a test well in the area was not useable as a water source so this project has moved ahead to help the situation. They hope to move forward this winter. The landscaping will need to have some clean-up and restoration after this project. The next project will be to open another jetty to the north in the area and they hope to be adding more amenities.

Public Hearing Open - by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed - by Commissioner Wilkins.

Commissioner Steele asked, with the low lake level, how far out they would need to go. City Manager Mark Christensen noted the marina is the low point now. The intake will be at the interior corner of the north arm. Part of the area will be used as a temporary drying pond; once this is done they will be

finalizing the park. Commissioner Steele asked if he felt it was pretty well drought proof. City Manager Mark Christensen replied that there are a lot of complexities with it, if the lake gets shut off, at that point a whole lot of cities will be having this conversation. The few times this has happened all the water users have gotten together to keep the water going. We don't have any other options at this point in the south end of the city.

Commissioner Funk likes the plans with making it so they can get in to repair it as needed. He asked about the intake screen, concern with fish and noise from the station. City Manager Mark Christensen responded that there will be a dock over the top of the intake. The water will naturally flow into this, gravity fed, there will be no suction at the intake but will feed into a pond. Once an hour or so there will be a push back of air to help keep the screen clear. We filter the water at our pump house; it has to be filtered through the sewer system before it can return to the lake. He mentioned that generally they don't anticipate any problems with noise. They tend to be fairly sound proof with no noise impact on the neighborhoods.

Commissioner Kilgore also had the noise question. He asked about the loss in parking, if it dropped below the minimum. City Manager Mark Christensen replied typically the parking for boats is the amount of parking they are allowed to have for maximum capacity. These would be additional parking for the beach. In the future they will be adding more parking as they do additional phases. We aren't moving any boat stalls. Commissioner Kilgore asked when the landscape and irrigation plan will be finalized. Planning Director Kimber Gabryszak replied that there are just a few changes that will be finalized at the City Council meeting. Commissioner Kilgore asked how long it would take. City Manager Mark Christensen responded that it is a big project and they want to get it done quickly but should go into early spring, they are hoping to get it done by early spring. Some site restoration may need to go beyond that.

Commissioner Cunningham also had similar questions about parking and impacting fish which were answered previously.

Commissioner Wilkins asked how they would be using the water and how much capacity would they get out of it and would it be able to supply the needs. City Manager Mark Christensen said they will treat this water as they do all the other secondary water; it is filtered, not potable. It is ultimately the same source as their other secondary water. They do look at this as a long term structure. They typically equip the station with one or two pumps with room to add new capacity. The first phase will pump straight to zone 2; they hope to add a secondary pond above Lake Mountain. That will do about 10,000gpm at its peak. It will start off with closer to 2000-4000gpm.

**Motion made by Commissioner Steele to forward a recommendation of approval for the Marina Pump Station Site Plan and Conditional Use Permit located at 156 E. Harbor Parkway, with the findings and conditions in the staff report. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**5. Public Hearing: Saratoga Springs 4 Church Major site plan amendment, located at 49 W. Tanner Lane, Chad Spencer Applicant.**

City Planner Kara Knighton presented the plans. The request is for a Major Site Plan Amendment to enlarge the building by 875 sq. ft. The expansion is to the rear portion of the chapel resulting in the loss of 9 parking stalls and the adjustment of open space around the proposed building.

Chad Spencer, applicant, was present to answer any questions.

Public Hearing Open – by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed – by Commissioner Wilkins.

Commissioner Kilgore asked about the fencing that could comply. He asked what the parking stall number was that was required. City Planner Kara Knighton replied the fencing actually does comply now. She advised that they proposed 246 stalls, 7 of which are ADA, the requirement is less than that, based on 1 per every 3 seats, 242 stalls.

**Motion made by Commissioner Steele to approve the Saratoga Springs 4 Major Site Plan Amendment as outlined in exhibit 3 with the Findings and Conditions in the Staff Report dated September 13, 2016. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**6. Public Hearing: Master Development Agreement and Rezone from Agriculture to Industrial for HADCO, Parcels 58:022:0121 & 58:022:0114, and 58:022:0115 (west of Wildflower and north of SR 73) JD V and JD VI applicant.**

Planning Director Gabryszak presented the item. The owners of the JD V and JD VI properties have requested the Industrial Zone to facilitate the expansion of mining activity to the annexed property, and potentially develop the property in the future when mining is completed. They have existing rights through the County for mining and similar use on adjacent property in Eagle Mountain. There is not a related General Plan amendment because this area is already on the GP for this use.

City Attorney Kevin Thurman advised that this property is a non-conforming use, mining, that came with them when they were annexed; this isn't granting them anymore than they are currently allowed to do as far as mining is allowed. They are permitted to mine but are required to get the required permits through the City and the State.

Brad Cahoon with the law firm of Snell and Wilmer represented the applicant. They concur with the staff report and statements made tonight.

Public Hearing Open – by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed – by Commissioner Wilkins.

Commissioner Kilgore asked what happens to the litigation after approval of the Master Development Agreement. City Attorney Kevin Thurman advised that this is part of a settlement agreement, still subject to City Council legislation. We receive benefits that they will provide an alternate truck route. This will resolve the litigation. Commissioner Kilgore wanted to confirm that the additional condition will restore the original permitted uses for the industrial zone. Planning Director Kimber Gabryszak replied yes.

Commissioner Cunningham had some concerns over the impact the mining would have long term and asked how long would they be able to mine. He thought we may be able to add conditions like Eagle Mountain as to hours of operation and lighting. He noted friends in Eagle Mountain had indicated it was a source of irritation. Planning Director Kimber Gabryszak advised that it could be 10-15 years for mining, the estimate for removal of that hill, it could be longer. We do have similar standards in place; dark sky requirements, hours of operation for lighting and dust mitigation are some of those. City Attorney Kevin Thurman noted the development condition gives them the permitted uses, all other uses they will have to make the proper applications and follow code. Commissioner Cunningham noted that he had seen trucks on Aspen Hills Blvd. which is way too small for vehicles of that size. He is not in favor of removing their property rights to mine; we need to protect their rights and also the rights of those living near here in the future.

Commissioner Funk had a little concern that once the roads become city roads, what keeps the public from trespassing on their property. City Attorney Kevin Thurman replied they are just building an access road, not built to city standard. We won't be accepting this road; it will be private. They would need to work out access with adjacent property owners and they could gate it off as a private road.

Commissioner MacKay received clarification that the access road would be leading to S.R. 73. City Attorney Kevin Thurman noted they would like the connection to be across from Spring Hill Rd. for a light at the intersection. Commissioner MacKay asked if there were requirements in regards to mud and debris being tracked onto the State Road. City Attorney Kevin Thurman replied the highway authority would control that, SR 73 was a UDOT road.

Commissioner Steele asked that since this is already in our city if there has been any attempt to have them comply to the light ordinances. Planning Director Kimber Gabryszak said they have not had any incidences they are aware of; most activity is taking place adjacent in Eagle Mountain. Commissioner Steele asked what the timeline was and what happens if they don't build the road. City Attorney Kevin Thurman replied that it was within 3 years. If they aren't able to get those easements then they would go back to using Military Road. City Attorney Kevin Thurman noted the road and concerns over that are a separate agreement which has already been signed, this only concerns the zoning of the property. Commissioner Steele asked about line 17b; if we could take out the language of condominiums in the zone. City Attorney Kevin Thurman replied that they could if they felt it necessary. Brad Cahoon noted a few other spots where dwelling was mentioned. It was suggested to replace "condominium" and "dwelling" with "lot or unit."

Commissioner Wilkins summarized points of the discussion.

**Motion made by Commissioner Funk to forward a positive recommendation for approval of the HADCO Rezone of ~40.99 acres from Agriculture to Industrial with the Findings and Conditions in the staff report dated September 8, 2016.**

**I also move to forward a positive recommendation to the City Council for the HADCO MDA, in generally the form outlined in Exhibit 2 and including necessary changes, with the Findings and Conditions in the staff report dated September 8, 2016. With the additional conditions of item 4a and 4b. Seconded by Commissioner Kilgore.**

City Attorney Kevin Thurman noted the change needed on the date.

Commissioner Funk and Commissioner Kilgore approved the amendment to **correct the date to September 22, 2016.**

**Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**Additional conditions:**

**4.a. The uses in the Master Development Agreement shall include all conditional and permitted uses in the industrial zone.**

**4.b. Replace "condominium" and "dwelling" with "lot or unit" in the MDA.**

**7. Public Hearing: Wildflower Village Plan Area 1, located West & North of Harvest Hills and North of SR 73. Nathan Shipp, DAI Utah applicant.**

Planning Director Kimber Gabryszak presented the application. The applicants have requested approval of the first Village Plan, subject to the requirements of the Community Plan and Section 19.26 of the Code, which governs the Planned Community (PC) zone. Village Plan 1 consists of approximately 168 acres, and proposes allocating 571 Equivalent Residential Units (ERUs), consisting of 569 single family units and two non-residential ERUs to be applied to a church site. The applicants are asking for a higher height of entry features but only two per community, maximum text height is lower than allowed at 5'2". Also additional entry features for individual neighborhoods and additional builder directional signs.

Nate Shipp, Mindy Dansie, and Brian Flamm with DAI were present to answer questions.

Public Hearing Open – by Commissioner Wilkins.

Heather Laugter wondered when they would start selling and what expected prices would be per sq. ft. for lots and homes and how it would impact the schools. She asked about access for construction for safety.

Ray Walker was concerned with water availability. He thinks we need to make sure our water supply is shored up before we bring in more people to the city. He feels the roads in Harvest Hills are too narrow and that the main thoroughfare may be unsafe.

Kevin Ballard was concerned about the topography and what will be done with some of the hills, also the timing of the phases. He is assuming UDOT paid some compensation and they are gaining some compensation for the units, and it may be double dipping.

Lia Gerke was concerned about drainage issues and water runoff control.

Ted Warren is asking if there are roads coming in through Harvest Hills, what will be developed first and when will they be built and does the church already own the property.

Jason Krull is concerned about the speed of traffic through Harvest Hills, has there been something considered to slow traffic. He also would like to know the timing of the phases. He asked when the frontage road would be coming in.

Public Hearing Closed – by Commissioner Wilkins.

Brian Flamm responded to questions. He wanted to start with changes from the previous work session. He noted they have changed to sidewalks on both sides of the roads leading up to the park. They took out the tree species that were requested. They confirmed the surfaces for the parks that have ADA equipment will be ADA compliant. They are open to make sure they select brands of equipment that will be good for the City and community. There is a master grading plan that will address the sensitive lands. With the single family homes, he noted Candlelight Homes would be building many of them, they would expect them to start in the high 2's likely up to 4's and 5's finished homes. There are many issues to complete yet but they hope to be selling next year at some point. The church is under contract for that property but until the Village Plan is approved they cannot purchase. They are working with Alpine District, who needs to wait on timing and funding. The overall Community Plan addresses school location. They are required to comply with engineering conditions regarding water issues before final approval. They are still working on water rights.

City Engineer Gordon Miner noted the developer will have to bring the source, storage, and distribution of the water. It will probably be upsizing, not only what they need to fill the demands of this subdivision but will upsize to help make the whole system more robust than it was before.

Brian Flamm noted they were very sensitive with the drainage and are working with Camp Williams and with canals and engineers and UDOT for a pond and hopefully this will resolve all the issues that have happened over time. There was language added to the traffic portion of the plan for traffic calming. The curvilinear design is a very good traffic calming design. They hope they can make sure all the traffic concerns are addressed. The access points to this neighborhood are 3 points out of Harvest Hills and a right to build a construction access down to Redwood Road. Timing on UDOT; they can't control when they build, they are told the funding for the frontage road on the east side of the corridor has been approved and they have told them next year, but it is not under our control. Planning Director Kimber Gabryszak responded to questions about calming the Harvest Hills neighborhood, the frontage road will help alleviate the load through the Harvest Hills Neighborhoods. Brian Flamm noted there will be final grading plans to each area to make sure they are not causing problems. The fine tuning has not been done but that will come with the plats.

Planning Director Kimber Gabryszak responded to question about number of units; it was based on the R3 zone. To take into account that there was compensation City Council approved about 2/12 units per acre, not 3. It was discussed and addressed throughout the process. Brian Flamm commented that the appraisals noted the amounts were justified, it was not double dipping. At this point the timing is contingent upon UDOT for when they get more firm roads and utilities designed, at this time they cannot commit which would be the first phase; although the LDS church is very interested to get going and will likely be in the first phase. Planning Director Kimber Gabryszak addressed the comments about water; each development in the city is required to bring water with them that ends up improving the whole system. There are also different zones all over the city, even though here may have been constraints in one area of the city that is not necessarily the case in all the areas. This area is adequately supplied.

Commissioner Kilgore asked what the open space situation was. Planning Director Kimber Gabryszak replied it is required to do 30% open space. They are allowed to get ahead, some of it will be drainage and along the corridor, that reduces the amount they need in the actual developments. They will not meet the 30% fully in each phase, they will compensate the remaining requirement on the west side of the subdivision. There are quite a few native areas with trails and other amenities. There will be a data table to track and keep a running total.

Commissioner Funk asked what the 5' parkway meant in their plans. Does that mean there are sidewalks along both sides; parkway doesn't say there is a sidewalk. Nate Shipp took note of where that concern was to correct it in the plans. Commissioner Funk noted that he would redraw it and make both sides similar, if they put the 5' sidewalk in on the 12' parkstrip they may have to change more, he doesn't want to limit them and have them make changes that would then change other things. Nate Shipp noted they still then had 7' for trees. They will be able to make it work out. Commissioner Funk did have a concern about the signs.

Commissioner Steele cannot support the 30 ft. entrance structure. She feels 20 ft. is plenty. Brian Flamm clarified that on the directional signs they want to avoid bootlegging. They don't want every single builder having 20 of their own signs all over the place. They want a standard sign for the builders to leave it uncluttered. The better they do with brand sites the better they do to avoid the bootleggers. Commissioner Steele commented that common sense may dictate how many were needed so she was not prepared tonight to say a specific number. Brian Flamm noted the differences in the signs they were requesting. He noted part of the reason for the height on the entrance is the hills; the freeway will be 60 ft. below grade. They want to make sure it's visible and want a high end good looking community. They feel proportionately it is good. The other alternative is to separate it as a purely entrance feature and not a sign. Commissioner Steele would agree with an art piece at 30 feet, but sign should stay within code. Brian said they were ok with that. Commissioner Steele asked if the traffic engineer was present, Jeremy Searle came forward to answer questions. She asked what was considered phase 1 because the trip generations were listed for phase 1 Jeremy clarified that the first part for phase 1 was correct, everything on the east side of Mountain View Corridor. The below line should just say for phase 2 (west side). Commissioner Steele commented that they need to change the wording on traffic study.

Commissioner MacKay asked what the connection points to the west side would be. Brian Flamm noted 3 connections, eventually UDOT will have to replace those with bridges. Commissioner MacKay noted the church and open space and received clarification of where the pond was located near them, it was City property.

Commissioner Wilkins asked what their ability was to make decisions on height of the signs. Planning Director Kimber Gabryszak explained the Community Plan allows them to make their own standards. You want to look at public benefit, and standards throughout their plan. You have the ability to give input to Council to say you would recommend them or not. Commissioner Wilkins noted there are few times the City Council has deviated from the code. His own recommendation for the signs is to adhere close to the

current City Code. Commissioner Kilgore and Commissioner Steele indicated that if they separate the sign from the artwork then it could be counted separate and not as a sign.

Nate Shipp asked about the Engineer condition for the road dedication to 2017. Gordon noted it was mainly to remind him, they need to talk about that more fully.

**Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a positive recommendation to the City Council for the Wildflower Village Plan Area 1 with the Findings and Conditions in the Staff Report. With the addition of 3 conditions: 6.a. add sidewalk to both sides of parkway on page S11-1, with the sidewalk inserted into the 12' parkstrip. 6. b. signage shall be removed from the 30' entry feature; such signage may be replaced with the smaller monument signs. 6. c. revise phase II language on page S14-33 traffic study. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**8. Work Session: Code Amendments to Title 19.04, Mixed Waterfront and Buffer Overlay.**

Planning Director Kimber Gabryszak noted that there is repetitive language throughout the code they are trying to clean up. We are looking at the desired outcome. We realized there are design standards in every chapter. The mixed waterfront has become mixed up in this and they are bringing in other things. She discussed some changes they are looking at with new code in Open Space.

Commissioner Wilkins had a question on sensitive lands; it used to say none would be calculated, it now says 50% will. Planning Director Kimber Gabryszak responded that in other communities it has been the result of developer challenges, the compromise is that they have been allowed to have densities calculated but a much lower rate, which helps avoid other challenges.

Commissioner Steele commented that the matrix didn't work so well, it needs to be simplified. Multifamily needs to have minimum width for alleyway. In 19.04. The multifamily with units per acre, they need to put "up to" so we have a way to say it's over impacting. City Attorney Kevin Thurman noted we need to be careful that it does not become a zone change. Commissioner Steele noted instances where it may look like entitlement. Planning Director Kimber Gabryszak thought we were fine because the code currently says maximum units. Commissioner Steele commented on the ADU Overlay, how will it work because not every area will be able to have the overlay. Planning Director Kimber Gabryszak noted that is pending depending on the ADU code as well. This is a place holder for now; we don't recommend having the overlay in the higher density zones. Commissioner Steele commented on R2-6 asked if the minimum is confusing with the R2-6 and should it be R2-8. Planning Director Kimber Gabryszak noted the changes for that section. Commissioner Steele noted a place where a 0' setback as long as there is a 10' sidewalk, is that if it faces the river, also on footprints, what if someone puts in a window box that goes over the footprint. City Planner Kara Knighton noted it is street side. They could put a note that you couldn't put anything that protrudes over the footprint. Commissioner Steele noted the table on mixed waterfront is confusing. City Planner Kara Knighton commented it is the incentive table. Commissioner Steele noted we don't want to get to so complicated that we don't understand it. It would be good to have it only able to be interpreted one way.

Commissioner Kilgore asked about the open space landscaping and requirement. City Planner Kara Knighton noted it's dependent upon the other sections of the code and how they go.

**9. Approval of Minutes:**

**a. September 8, 2016**

**Motion made by Commissioner Funk to approve the minutes of September 8, 2016. Seconded by Commissioner Cunningham. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham. Motion passed 5 - 0. Abstain: Ken Kilgore.**

**10. Reports of Action.**

Planning Director Kimber Gabryszak shared the report of action for the HADCO Rezone.

**Motion made by Commissioner Steele to approve the Report of Action for the HADCO Rezone from A to I and the Master Development Agreement. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

Planning Director Kimber Gabryszak shared the Report of Action for the Wildflower Item.

**Motion made by Commissioner Steele to approve the Report of Action for the Wildflower Village Plan. seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**11. Commission Comments.**

Commissioner Steele commented on the political signs that were removed and thanked code enforcement. Commissioner Kilgore apologized for missing the last meeting. He noted he is on the steering committee for his Alumni association and they are sponsoring a lecture at The Leonardo on What Makes a Great City, promoted by the Utah American Planning Association Conference in Salt Lake City. This would be in November.

**12. Director’s Report:**

- a. **Council Actions** – approved the code amendments. Saratoga Springs rezone and Papa’s carwash.
- b. **Applications and Approvals** – in the packet
- c. **Upcoming Agendas** – continue work session on code items.
- d. **Other**

**13. Motion to enter into closed session** – No closed session.

**14. Meeting Adjourned at 9:38 p.m. by Chairman Kirk Wilkins**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Planning Commission Chair  
Kirk Wilkins

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

# City Council Staff Report

**Author:** Mark Christensen  
**Subject:** Water Bond Issuance and Water Project  
Status Update and Engineering Design Award  
**Date:** 10/4/2016  
**Type of Item:** Legislative



**Summary Recommendation:** the City Council should approve the Design, Engineering, and Contract management contracts with Hansen, Allen, and Luce for the following projects:

1. Foothill North Pipeline
2. Foothill South Pipeline and Pump Station
3. Zone 1 North Water Line Project
4. Zone 2 North Pond and Pump Station
5. Zone 2 South Pond and Transmission Line

## Description

### **A. Topic: Engineering, Design, and Construction Management Award**

**B. Background:** In July 2016, at the City Council retreat the City Council and staff had a long term discussion regarding the City's water systems and the necessary projects related to the development of the systems. Specifically the City Council was concerned about the issues our current systems have been having and as a result tasked Staff with developing a strategy to overcome the water issues that had been experiencing throughout the City. Since July staff and the engineering firm of Hansen, Allen, and Luce (HAL) have reviewed the City's master plans and developed a prioritization of projects to address the maximum number of water issues utilizing the most effective and minimum resources to provide water throughout the City's water systems.

This staff report documents the request for the City Council to approve the following engineering projects to carry out the capital plan.

All construction contracts identified in this report will be approved by the City Council before construction can begin. This report is identifying the prioritization and processes to move these project forward. Each project will be bid as soon as the engineering is complete.

**C. Analysis:** In the Council Packet the engineering design bids and project scopes and service agreements for all of the projects identified in Exhibit A are included for approval. This report will try to identify the various projects and issues with the various projects. Staff is asking that the City Council approve the HAL design bid for the following projects:

Additionally many other project bids were included in the City Council packet but were only referenced in the agenda item as: "Reference: Project Plan Scope, 0-5 Year Capital Projects for Water Systems" and are outlined in Exhibit A below for consideration for approval on October 4, 2016.

The many design bid costs are outlined in Exhibit A below as Engineering costs. The Preliminary to Final design costs Total \$754,000 with Construction Management Costs bid at \$494,800. The request for next meeting will be to award the Design and Construction Management of the remaining water projects for a total of \$1,248,800 which represents a total of 6.7% of total estimated project costs for all of the projects in Exhibit A. The two previously approved projects are not included in this total although the Pond award that was approved last Council meeting is included in this total for the sake of keeping the exhibits consistent with the exhibits provided last meeting.

### **Water Project Summary Exhibit A and B:**

#### **Culinary Water Projects**

##### **Project: Zone 1N Culinary Transmission line: \$750,000 – Engineering Contract Previously Awarded by City Council. (Not included in exhibit engineering totals)**

This project consists of installing an 18" water line from Crossroads Blvd area to the existing culinary water line near Harvest Hills Blvd in Redwood Road. The Current line of 12" is inadequate to move the amount of water from the north to south of the City. This is a critical piece of infrastructure as the water from Central Utah Project and our well fields is depended on this enlarged connection to move water in our culinary system. The City will then take the existing 12" culinary water line and repurpose that line as a secondary water line connecting the secondary system to Crossroads Blvd. This area currently is not connected as a true secondary waterline and is services by a series of cross connections that supplement culinary into our secondary system. This project although primarily funded in the in the culinary system and partially funded in the secondary will provide a tremendous benefit to the secondary water system.

##### **Project: CUWCD North Connection with 16" Pipe: \$206,000 – To be Designed and Built by Developer (Engineering not included in exhibit totals)**

This water will connect the Zone 1 Tank in the North of the City to the Central Utah Water Project. This connection will be installed by Mt. Saratoga project and Edge Homes. This is the best option for this developer to take water from this project source. This is going to be designed and built by developer.

**Delayed Projects:** The result of this analysis is that two of four culinary water projects were prioritized as an immediate need. The remaining two projects are identified in Exhibit A as "Delayed" but are not as high of priorities at this point and are not currently being pursued. These projects include equipping and connecting two wells that the City owns that are not currently in use.

### **Culinary Fiscal Impact:**

These projects are going to be built through a Reimbursement Agreements (To be approved in by the Council in the future) with a private partners. In exchange for building these projects the property owners will be asking for the Council to approve Culinary Impact Fee Credits. It is anticipated that these credits are going to be allowed after the Lake Mountain Mutual Connection Fees are paid. These projects are anticipated to cost \$750,000 and \$206,000 respectively and are necessary immediately to resolve current and future culinary needs for the City and are requirements for both developments to proceed in the future before they can develop.

This project engineering costs for Project Zone 1: 18" culinary water line were previously approved by the City Council and are in the current budget. This project is almost ready to be bid and will be bid as soon as a formal reimbursement agreement can be finalized with property owner and approved by the City Council.

### **Secondary Water Projects**

This was a much more complex water issue for staff and our consultants to prioritize. The reason is that there are many issues associated with this system and historically the culinary system has supplemented the secondary system with water and this is reflective in the low number of culinary projects necessary for the City. The secondary projects consist of the following projects and will be funded as identified in Exhibit A and represented in the Exhibit B Map.

#### **Marian Pump Station: \$4,592,200 - Design already approved in the budget and awarded to HAL. (Not included in exhibit engineering totals)**

This project is under design and is set to be bid this week. The City Council will have the opportunity to award this project at the October 18<sup>th</sup> meeting. Final bid numbers will be presented before the City Council meeting for approval. This project is critical to provide source in the south end of the City. This project replaces the well source in Fox Hollow well that that has become unusable and the test well drilled in the Reid and Ursula Wayman Park in Lake Mountain. That well source is not currently of sufficient standard to be used in the secondary system. This project has been before the City Council before and is moving forward.

#### **ULDC Pump Station: \$1,900,000 - Design already approved in the budget and awarded to HAL. (Not included in exhibit engineering totals)**

This project is currently under design and will be bid out within the next few weeks. This project is located off of 400 North and will take water out of the ULD Cannel and provide a water source for the north and middle part of the City. This project will provide a critical source for the City.

#### **Foothill North Pipeline: \$1,130,000 - To be considered for approval on October 4, 2016.**

This project will provide transmission of water from Israel Canyon to the top of the Benches Development via Grandview Blvd. This will improve water pressure swings in most of the area while providing much needed capacity for future development in the area.

**Foothill South Pipeline and Pump Station: \$1,750,000 - To be considered for approval on October 4, 2016.**

This project will provide transmission of water from the Israel Canyon Pond to Fox Hollow Zone 2 and source for Zone 3. This project includes a buster pump (inline) that will help increase the water to the south part of the City. This is necessary to allow for continued development in the south and greater transmission capacity for the south of the City.

**Zone 1 North Pond: \$3,249,850 – Approved September 22, 2016**

This is a Zone pond at the top of Evans Lane. This pond will service the north and middle portion of the City. It is the storage for the ULD Canal Turn out project that has been discussed previously. This project is being built for the build out size in the North Zone 1 area.

**Zone 1 North Water Line Project: \$1,308,950 - To be considered for approval on October 4, 2016.**

This project will connect the Zone 1 pond near Evans Lane via a new pipeline to 800 West and then to the Secondary water system at Redwood Road and Pioneer Crossing and eventually to Riverside Drive. These connections are critical to connect the system and to allow all of the downtown areas to be connected to a true secondary system and source not a series of culinary cross connections.

**Funding source for Zone 1 Pond and Water Lines:**

These projects are going to be built through a Reimbursement Agreements (to be approved in by the Council in the future) with a private partner. In exchange for building these projects the property owners will be asking for the Council to approve Secondary Impact Fee Credit.

**Zone 2 North Pond and Pump Station: \$2,362,200 - To be considered for approval on October 4, 2016.**

This project will be constructed on the Mt. Saratoga (Edge) project to add capacity to the Zone 2 area. Currently all of the Secondary capacity in the north part of the City is serviced through the Harvest Hills pond. This will provide capacity in the north part of the City and provide another storage pond to meet the future demands in the north and middle parts of the City.

**Zone 2 South Pond and Transmission Line: \$2,312,200 - To be considered for approval on October 4, 2016.**

This pond will be constructed near Lake Mountain and will serve as storage for the Marina pump project in the south part of the City. This project will help with pressure issues and

well as pressure swings due to inadequate storage. This project is complementary with the Foothill South transmission project.

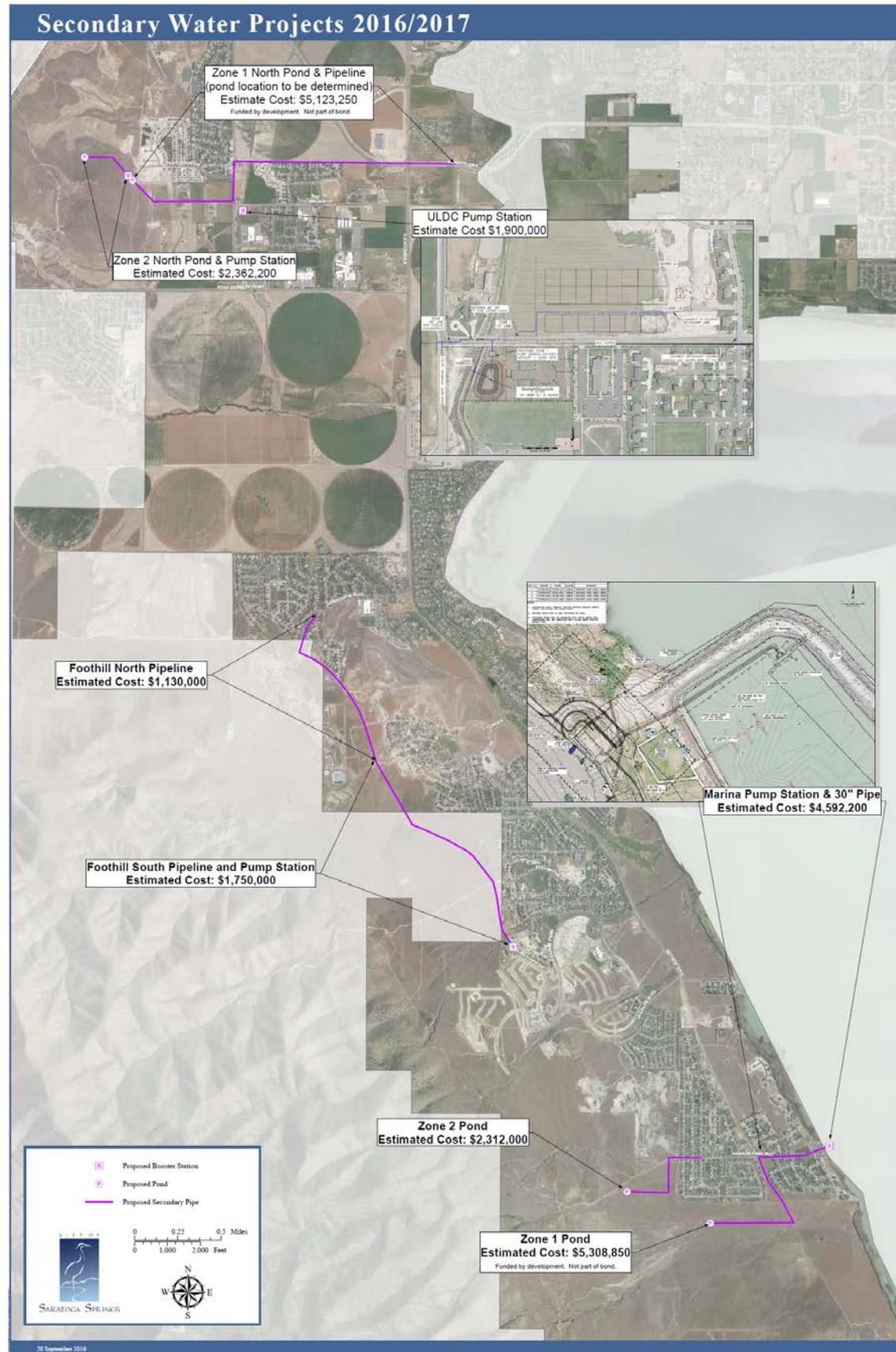
**Fiscal Impacts:** These projects will be funded through a variety of funding sources including existing funds, impact fees, and utility revenues. The utility rate increased discussed on September 22, 2016 are the anticipated fees associated with the rate increases anticipated until 2023.

**Recommendation:** Staff recommends that the City Council Consider and approve the items in the agenda for tonight's meeting.

### Exhibit A: Water Project Budgets

Saratoga Springs 0-5 Year Capital Projects for Water Systems							
Priority Secondary System Project Preliminary Cost	Estimate Total Project Costs	Proposed Funding Source	Preliminary Engineering	Dam Safety 90% Design	Final Design	Construction Management	Total
Marina Pump Station and 30" Pipeline	\$4,592,200	Cash/Bonds					
ULDC Pump Station (10" Pipeline)	\$1,900,000	Cash/Bonds					
Foothill South Pipeline and Pump Station	\$1,750,000	Cash/Bonds	\$ 42,900		\$ 67,200	\$ 87,000	\$ 197,100
Zone 2 South Pond	\$2,312,000	Cash/Bonds	\$ 74,100	\$ 53,300	\$ 42,000	\$ 101,900	\$ 271,300
Foothill North Pipeline	\$1,130,000	Cash/Bonds	\$ 35,900		\$ 27,300	\$ 43,100	\$ 106,300
Zone 2 North Pond	\$2,362,200	Cash/Bonds	\$ 57,800	\$ 51,300	\$ 82,000	\$ 123,900	\$ 315,000
Zone 1 North Pond	\$3,249,850	Developer Reimbursement	\$ 56,600	\$ 49,000	\$ 23,800	\$ 81,100	\$ 210,500
Zone 1 North 30"/20" Pipeline	\$1,308,950	Developer Reimbursement	\$ 47,700		\$ 43,100	\$ 57,900	\$ 148,700
<b>Subtotal City Funded</b>	<b>\$14,046,400</b>						
<b>Subtotal Developer Funded</b>	<b>\$4,558,800</b>						
<b>Total Secondary</b>	<b>\$18,605,200</b>		<b>\$ 315,000</b>	<b>\$ 153,600</b>	<b>\$ 285,400</b>	<b>\$ 494,900</b>	<b>\$ 1,248,900</b>
<b>Culinary System Project Preliminary Cost Estimate</b>							
Zone 1N Culinary Transmission Line	\$750,000	Developer Reimbursement	Already approved by City Council				
CUWCD North Connection with 16" Pipeline	\$206,000	Developer Paid	Edge Homes to design and build				
<b>Subtotal City Costs</b>	<b>\$ -</b>						
<b>Subtotal Developer Funded</b>	<b>\$956,000</b>						
<b>Total Culinary Project Costs</b>	<b>\$956,000</b>						
<b>Total All Water Projects (Culinary and Scodary)</b>	<b>\$19,561,200</b>						
Priority Secondary System Project Preliminary Cost	Estimate Total Project Costs	Proposed Funding Source	Preliminary Engineering	Dam Safety 90% Design	Final Design	Construction Management	Total
Zone 1 North 24" Pipeline	\$564,450	Developer					
Zone 1 South Pond (30" Pipeline - Pond South of Lake Mountain)	\$5,308,850	Developer					
<b>Total Secondary Delayed</b>	<b>\$5,873,300</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Culinary System Project Preliminary Cost Estimate	Estimate Total Project Costs	Proposed Funding Source	Preliminary Engineering	Dam Safety 90% Design	Final Design	Construction Management	Total
Equip Well 7 and Lay 1500 ft of 20" pipeline	\$659,500	Delayed					
Equip Well 8	\$400,000	Delayed					
<b>Total Culinary Project Costs Delayed</b>	<b>\$1,059,500</b>						

# Exhibit B: Secondary Water Project Map



**RESOLUTION NO. R16-53 (10-4-16)**

**A RESOLUTION AWARDING DESIGN,  
ENGINEERING, AND CONTRACT  
MANAGEMENT CONTRACTS FOR CITY  
WATER PROJECTS**

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to develop the City's water systems for the provision of culinary and secondary water;

WHEREAS, City staff and the engineering firm of Hansen, Allen, & Luce, Inc. have reviewed the City's master plans and developed a prioritization of engineering projects to address water issues and carry out the capital plan;

WHEREAS, the following projects have been identified for consideration of contract approval at this time: North Foothill Water Line Project, South Foothill Water Line & Booster Station Project, Zone 1 North Water Line Project, Zone 2 North Pond & Pump Station Project, and Zone 2 South Pond and Transmission Line Project;

WHEREAS, the City Council has determined that the proposed projects are 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:

1. The City of Saratoga Springs does hereby award contracts for the projects identified above to Hansen, Allen & Luce, Inc. in the total amount of \$1,038,400.

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

Passed on the 4<sup>th</sup> day of October, 2016.

CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION

---

Jim Miller, Mayor

Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

## **NORTH FOOTHILL WL WORK PLAN**

### **METHODOLGY AND PROCESS PROPOSED –**

The Master Plan has identified a Zone 2 transmission line, in the approximate alignment as the proposed Foothill Roadway from an existing Israel Canyon Pond outlet pipe to an existing line in Grand View Blvd (5,500 LF of 16-inch). The line will begin at a new connection on the Israel Canyon Pond’s transmission line, follow a preliminary alignment for the new Foothill roadway, where possible, and connect into an existing line in Grand View Blvd. The new Zone 2 source from Israel Canyon will assist greatly in supplying source to alleviate pressure issues in the area. The new line is likely to be placed on the east side of the future roadway ROW.

#### **Preliminary Engineering**

HAL anticipates the design of the water line to be straightforward, having assisted with the City’s Master Planning efforts that identified the need for the project. Preliminary design will include preparation of a base map with existing utility information supplied by the City, Lidar data and survey data. HAL will coordinate with the utility companies to determine locations of their existing utilities within the project areas along with City data obtained from GIS. It is understood that the alignment will be within the Foothill Roadway, as provided by Horrocks Engineering, and within Grand View Blvd. Preliminary engineering will establish design guidelines and a cost estimate. Preliminary engineering activities will also include identifying ROW and property owners to establish easements. We anticipate that HAL will only prepare easement descriptions or permit applications (one private and State DNR), but not negotiate directly with the property owners. A geotechnical investigation will also be provided for the water line by AGECE.

#### **Deliverables:**

- Easement descriptions
- Geotechnical Report
- Base Map Preparation
- 30% Design Meeting to review HAL’s preliminary design findings and to coordinate final design

#### **Water Line Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks. A geotechnical investigation will establish the soil conditions along the alignment. Based on the utility mapping and Foothill Roadway’s proposed ROW, a preliminary water line alignment will be selected. During the 30% design HAL will incorporate City preferences in the alignment and design. Upon approval of the City, a final design package will be prepared **which will include plan & profile views** for the new waterline at 1”=50’ scale on 11”x17 plan sheets with necessary detail sheets for connections. HAL has produced a number of very similar design drawings this past year and is efficient at engineering these types of projects. HAL will review the design at 60% and 90% with the City.

#### **Deliverables:**

- 60%, 90% Design Review Meetings
- Final Transmission Design Drawings

#### **Bid Package & Bidding Assistance**

HAL will prepare a single bid package for the booster station and water line improvements that includes bid documents and construction specifications. HAL has **provided a number of** recent bid packages, and are aware of City preferences and standards. City standard specifications will be used where possible. HAL will also provide bid assistance by answering contractor questions and if necessary providing addendums and

attending the pre-bid meeting. HAL anticipates that plans and specs will be provided to contractors in PDF format.

***Deliverables:***

- Final Bid Document and Specifications
- DDW Plan Approval Submission and Coordination
- Construction Cost Estimate and Schedule
- Bidding Assistance and Evaluation of Bids

**Services During Construction**

HAL, having **recently completed a number of projects** with the City, understands the City’s expectations during construction. HAL’s role during construction will include response to requests for information (RFI’s), assist with the pre-construction meeting, attend weekly construction meetings, coordinate with City Construction Manager and Inspectors, review submittals, review change orders and pay requests, and closeout the project with a final walk through. HAL will also provide Record Drawings with information provided by the City and Contractor. Construction observation by HAL is assumed to be half time for both the water line and pump station construction.

***Deliverables:***

- Attend Pre-Construction and Construction Meetings
- Submittal reviews
- Recommendations for contractor change orders and payments
- Attend a final walk through and prepare a punch list
- Prepare Record Drawings

**PROPOSED SCHEDULE**

HAL has prepared a project schedule that provides for delivery of the design and bid package within 45 days after a Notice to Proceed is provided and easements are attained. The schedule assumes that there will not be any delays associated with ROW and property acquisition. This schedule provides the projects to be bid by the end of December, which typically will produce lower costs than bids in the summer when most Contractors have existing projects to complete.

**PROJECT ASSUMPTIONS**

In preparation of our proposal, we have made a number of assumptions that support our fee estimate. These assumptions are provided below.

1. Pot holing utilities was not included in our cost proposal.
2. For easement description purposes, a single metes and bounds description will be provided. HAL will not be included in any property or easement negotiations.
3. Material testing will not be provided by HAL.

**PROPOSED FEE**

Based on the requirements of the City’s Request and HAL’s proposed work plan and associated assumptions, we propose to complete the work for a fee of \$63,200 for Design Services. In addition, as requested by the



City, we propose to provide services during construction for \$43,100. A detailed manpower and cost estimate for the fee is provided on the following page.

# HAL PROPOSAL SPREADSHEET



CLIENT: **City of Saratoga Springs**  
 PROJECT: **North Foothill WL**

Pha Task #	Task Activity	Billing Period	Hours											Total Hours	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT		
			Principal	Manging Prof.	Sr Prof II TBT/SJ	Prof III JEB	Prof II TA	GPS Survey	PEI	Sr. Designer	Design/Field Tech	Field Tech	CAD					Secretary	
<b>I Foothill North WL - Preliminary Eng</b>																			
100	Project Management, Coordination & Kickoff	2			40		4									44	\$7,513.28		2 month design (8 wkly mtgs/person)
101	Preliminary Engineering & Modeling	2	2		8		4	16	16							46	\$7,030.49		
102	Survey & Lidar	2			2		4	4								10	\$1,507.97		
103	Property & ROW Acquisition (State & 1 Private)	2		12	2			4		12						30	\$4,393.62		
104	Geotechnical Investigation	2			2											2	\$330.10	\$7,700.00	AGEC
105	30%, 60% & 90% Meetings	2			9		2	9								20	\$2,974.70		
106	Prepare Base Mapping	2			2		4	8		4						18	\$2,710.79		
107		2														0	\$0.00		
108		2														0	\$0.00		
109		2														0	\$0.00		
110		2														0	\$0.00		
111		2														0	\$0.00		
199	Quality Control (QC) / Quality Assurance (QA)	2	8													8	\$1,644.72		
SUBTOTAL HOURS/UNITS:			10	12	65	14	45	16	16	0	0	0	0	0		178			
SUBTOTAL:			\$1,720.00	\$1,770.00	\$8,898.50	\$1,633.80	\$4,950.00	\$2,080.00	\$1,433.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$28,105.65	\$7,700.00	Subconsultant Cost
<b>II Final Design</b>																			
200	60% Design WL Drawings	2			8			24		24						56	\$7,185.95		5500' of 16" (\$830,000 Est)
201	90% Design WL Drawings	2			4			16		24						44	\$5,453.91		
202	Final WL Drawings	2			4			4		8						16	\$2,079.46		
208	Prepare Bid Documents, Specs	2			4		2	24								30	\$4,159.16		
209	Make Final Revisions to Drawings and Specs	2			2		2	4		4			4			16	\$1,978.28		
210	Bidding Support, Addendum, Pre-Bid Mtg & Bid Tab	2			8		2	8					4			18	\$2,825.82		
211	Prepare Project Manuals and NOA	2						8		4						20	\$2,113.19		
212	Prepare Cost Est	2			0.5			4								4.5	\$618.44		
213		2														0	\$0.00		
214		2														0	\$0.00		
215		2														0	\$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$822.36		
SUBTOTAL HOURS/UNITS:			4	0	30.5	6	92	0	64	0	0	0	4	8		208.5			
SUBTOTAL:			\$688.00	\$0.00	\$4,175.45	\$700.20	\$10,120.00	\$0.00	\$5,734.40	\$0.00	\$0.00	\$0.00	\$311.20	\$471.20			\$27,236.57	\$0.00	Subconsultant Cost
<b>III SDC</b>																			
300	Project Management & Closeout	2			20			8								28	\$4,372.83		
301	Pre-Construction Meeting	2			4			4								8	\$1,196.12		
302	Weekly Construction Meeting (2 Months)	2			24			16								40	\$6,330.09		
303	Process & Prepare, Pay Applications	2			2			6								8	\$1,133.98		
304	Review Submittals & Contractor RFI's	2			8			8								16	\$2,392.24		
305	Construction Observation for WL (2 Months Half Time)	2												168		168	\$17,762.05		
306	Final Walk Through w/ Punchlist	2			4			4								8	\$1,196.12		
307	Record Drawings & Survey	2			2			4	10	8			8			32	\$4,168.40		
308	Engineering Office Support (2hrs/Week)	2						16								16	\$2,143.68		
309	Process and Prepare Change Orders	2						4								4	\$535.92		
310	Closeout Project and Final Contract Admin	2			2			8								10	\$1,401.94		
399	Quality Control (QC) / Quality Assurance (QA)	2	2													2	\$411.18		
SUBTOTAL HOURS/UNITS:			2	0	66	0	78	10	0	8	0	168	8	0		340			
SUBTOTAL:			\$344.00	\$0.00	\$9,035.40	\$0.00	\$8,580.00	\$1,300.00	\$0.00	\$780.80	\$0.00	\$13,070.40	\$622.40	\$0.00			\$43,044.54	\$0.00	Subconsultant Cost

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost	w/Contingency	Costs	
I	Foothill North WL - Preliminary Eng	\$22,485.90	\$1,848.00	\$28,105.65	\$7,700.00	\$35,900.00
II	Final Design	\$22,200.45	\$1,381.00	\$27,236.57	\$0.00	\$27,300.00
III	SDC	\$33,733.00	\$3,535.00	\$43,044.54	\$0.00	\$43,100.00
<b>TOTAL:</b>		\$78,419.35	\$6,764.00	\$98,386.77	\$7,700.00	\$106,300.00

Assumptions: Construction Period - 2 Months  
 Construction Observation - 1/2 Time for 2 Months  
 Construction Staking & Testing by Contractor  
 Pay Applications - 3  
 Change Orders - 2  
 Engineering Office Support During Construction - 2hrs/Week

**SARATOGA SPRINGS NORTH FOOTHILL WATER LINE PROJECT  
ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, 2016, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Hansen, Allen & Luce, Inc. ("Engineer"), 6771 South 900 East, Midvale, Utah 84047.

**PURPOSE:** The City desires to obtain consulting and engineering services from an experienced professional for the purpose of designing and engineering the **North Foothill Water Line Project**. The Engineer has submitted a Proposal, including a Fee Proposal, dated September 2016, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

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

**AGREEMENT TERMS**

**1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.**

1.1. Nature and Location of the Project. The Project shall be defined as **North Foothill Water Line Project** ("Project"). The Scope of Project Work is set forth in the Engineer's Proposal dated September 2016, as attached hereto as **Exhibits "A"**. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Travis Timothy, P.E. as Engineer's Project Manager. He or his successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Engineer will promptly correct and notify the City Representative of any defects or deficiency in the Project engineering work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with applicable professional and technical standards for engineering work of this nature at the local of the work. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

**2. BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Preliminary Design Phase. Engineer shall prepare all necessary preliminary plans and profile drawings illustrating the scale and relationship of the Project components and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2. Design Development Phase. From the approved preliminary drawings Engineer shall prepare all design development drawings and initial cost estimates necessary to fix, determine and describe the size and character of the entire Project as may be appropriate and necessary, and submit them for direction and approval, in writing, by the City.

2.3. Construction Document Phase.

2.3.1. Engineer shall prepare for approval by the City plans and specifications setting forth in detail the requirements for the construction of the Project.

2.3.2. Engineer shall promptly advise City of any adjustments to previous statements prepared by Engineer of probable construction cost.

2.3.3. Engineer shall, as directed by the City, also include in the contract documents additive and/or deductive alternates to permit adjusting construction costs to the proposed construction budget.

2.3.4. The drawings shall be computer generated in AutoCAD format. The final design drawings and the as-built drawings will be provided to the City in both hard copy and on computer disks compatible with the City's computer system.

2.4. Bidding and Construction Phase - Administration of the Construction Contract.

2.4.1. Following City's approval of the construction documents and of the latest statement of probable construction cost, Engineer shall provide a sufficient number of sets of bid documents per construction phase (plans and specifications) that may be needed, as determined by City, coordinate publishing of the bid (bid will be published by the City), attend the bid opening and make an abstract of bids.

2.4.2. The Construction Phase will commence at the date that plans are made available to the general contractors and will terminate when the final punch list is satisfactorily completed by the contractor and accepted as complete in writing by the City.

2.4.3. Engineer, as the advisor to the City during the Bidding and Construction Phase, shall advise and consult with City. All of Engineer's instructions to the contractor shall be issued

through and with authorization of the City Department overseeing the Project and the City Representative.

2.4.4. Engineer shall provide periodic observation of the work of the contractor as requested by the City as set forth in Exhibit "A" to help determine compliance with said Project plans and specifications for the work as contemplated by this agreement. Periodic observations exclude daily on-site observation also referred to Construction Observation Services as set forth in Exhibit "A". Any on-site observation services above periodic observation requested by the City may be compensated according to the compensation set forth in Exhibit "A" and the guidelines for "Additional and Special Services."

2.4.5. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall have no authorization except upon written direction of City to take any action with respect to the same.

2.4.6. Based on Engineer's observations at the site and on the contractor's applications for payment, Engineer shall advise the City of the amount owing to the contractor and City—so long as the work is authorized in advance and in writing by the City Representative—shall issue payment for the amount due. The issuance of a certificate for payment shall constitute a representation by Engineer to City, based on Engineer's observations at the site as provided in subparagraph 2.4.5 and the data comprising the application for payment, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By determining the amount for payment, Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

2.4.7. Engineer at the written direction of the City shall have authority to reject work that does not conform to the contract documents. Engineer shall inform the City of any work that does not conform to the contract documents with 24 hours of obtaining knowledge of such defect.

2.4.8. Engineer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept for the Project and for compliance with the information given in the contract documents.

2.4.9. Engineer shall prepare and City shall promptly approve or disapprove change orders.

2.4.10. Engineer shall conduct, in company with the City, field observations as reasonably needed to determine the dates of substantial completion and final completion, shall receive and review written guarantees and related documents assembled by the contractor, and, upon meeting the requirements of this Agreement and upon written approval by City, the City shall issue a final payment.

2.5 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request.

### **3. CITY'S RESPONSIBILITY.**

3.1. Information. The City will bid the work to be performed by a contractor and will provide daily on-site inspection during construction. The proposed design and engineering services during construction budget for the Project, which cannot be exceeded, is \$106,300. The construction budget for the overall project is \$ [REDACTED]. During the design of the Project, the City shall provide the following information to the Engineer, which Engineer shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- City contract provisions for the contract documents
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction -
- Any other information maintained by the City which the Engineer requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way linework in CAD format and all other documentation already gathered and prepared by the City relating to the right-of-way.

3.2. Notice to Proceed. The City will notify the Engineer in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Engineer and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Engineer's services.

3.4. Extension of Time. Should the Engineer advise the City in writing of the existence of causes over which Engineer has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect or Deficiency. If the City becomes aware of any fault, defect or deficiency in the Project, it shall give prompt written notice thereof to the Engineer.

#### **4. DESIGN STANDARDS.**

4.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of AASHTO, MUTCD, APWA and AWWA specifications and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have 7 calendar days to cure such defect.

Engineer shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

Drawings shall be computer generated in AutoCAD format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

#### **5. COMPENSATION.**

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of **\$106,300** as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Engineer as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Engineer" must be authorized in advance and in writing by the City Manager. A summary

showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing. Engineer shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the Engineers most recent fee schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

### 5.3 Inspection/Audit.

5.3.1. **Obligation to Maintain Accounts and Records.** Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. **City's Right to Inspect Work and Records.** Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 **Final Payment.** Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

**6. REPRESENTATIONS BY ENGINEER.** Engineer represents to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Engineer further represents that it will correct any identified deficiency in its work, at no additional cost to the City

## **7. PERIOD OF PERFORMANCE.**

7.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall commence work on the first phase and diligently pursue said phase to completion. Engineer shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Engineer shall provide the work and services described herein in accordance with the following schedule:

- See "Project Understanding and Work Plan" in EXHIBIT A

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Engineer shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

### 7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

7.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

7.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole

property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

**8. CITY REPRESENTATIVE.** The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Gordon Miner at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Gordon Miner specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

**9. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Tavis Timothy, P.E. Project Manager  
Hansen, Allen & Luce, Inc.  
1045 South 500 East, Suite 110  
American Fork, Utah 84003

Gordon Miner, City Engineer  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah

**10. DIRECTION OF WORK.**

10.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

10.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

**11. OWNERSHIP AND USE OF DOCUMENTS.**

11.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse

of the documents by the City should they be used for any other purpose than authorized by this Agreement..

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

**12. ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

**13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

**14. CONFIDENTIALITY.** Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

15.1. Insurance. Engineer, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Engineer shall maintain insurance as provided in attached Engineers Insurance Certification – EXHIBIT C. At a minimum insurance shall include:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. PROFESSIONAL LIABILITY: \$2,000,000 per occurrence.
3. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. PAYMENT and PERFORMANCE BONDS: Not applicable to this project.

15.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Engineer has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

### 15.2. Indemnity.

15.2.1. The Engineer shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any negligent act, error or omission of the Engineer, any of the Engineer's employees or any subcontractor or the Engineers violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance. 15.2.2. City agrees to indemnify and save harmless Engineer, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance hereunder.

15.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by Engineer, and Engineer is later found by a court of competent jurisdiction to have been

negligent as aforesaid, Engineer agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.2.4. In the event that the Engineer's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Engineer's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.3. Limitation of Liability. Both parties (Engineer and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

**16. GOVERNMENTAL IMMUNITY.** Except for the City's obligations of indemnification as set forth in paragraph 15.2.2 above, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-101 et seq, (the "Act"). All claims against the City or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**17. INTERPRETATION, COURT.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

**18. FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

**19. SEVERABILITY; WAIVER.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

**21. INDEPENDENT CONTRACTOR.** Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**22. TITLES AND CAPTIONS.** The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**SARATOGA SPRINGS**

By \_\_\_\_\_  
MARK CHRISTENSEN, CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY RECORDER

**ENGINEER**

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH)  
. ss.  
County of Salt Lake )

On the day of \_\_\_\_\_, 2016, personally appeared before me  
\_\_\_\_\_ and \_\_\_\_\_ and did say that they are the  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, and that the  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**STANDARD FEE SCHEDULE**  
September 2015 – December 2016

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional .....	\$147.50/hr
Senior Professional II .....	\$136.90/hr
Senior Professional I .....	\$128.30/hr
Professional III .....	\$116.70/hr
Professional II .....	\$105.10/hr
Professional I .....	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer .....	\$97.60/hr
Senior Field Technician .....	\$97.60/hr
Field Technician .....	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS.....	\$130.00/hr
2 Man GPS Surveying Services - PLS.....	\$145.00/hr
Expert Legal Services .....	\$275.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



## **SOUTH FOOTHILL WL AND BOOSTER STATION WORK PLAN**

### **METHODOLGY AND PROCESS PROPOSED –**

The Master Plan has identified a Zone 2 transmission line (7,600 LF of 20-inch) in the approximate alignment as the proposed Foothill Roadway. The line will begin at a new connection on the Israel Canyon Pond's transmission line, follow a preliminary alignment for the new Foothill roadway where possible and end at a new booster station. The booster station will boost pressures in the Fox Hollow area. The new Zone 2 source from Israel Canyon will assist greatly in supplying source to alleviate pressure issues in the area and allow for continued growth. The new line is likely to be placed on the east side of the future roadway ROW. The Booster Station (1,000 gpm at 30' TDH) will utilize high flow/low head pumps and will match the City's pump stations architecture.

### **Preliminary Engineering**

HAL anticipates the design of the water line and pump station to be straight forward, having assisted with the City's Master Planning efforts that identified the need for these projects. HAL will review pump scenarios utilizing a vertical turbine or split case system and complete preliminary hydraulic design for discussion and consideration by the City. Preliminary design will include preparation of a base map with existing utility information supplied by the City, LiDAR data and survey data. HAL will coordinate with the utility companies to determine locations of their existing utilities within the project areas along with City data obtained from GIS. It is understood that the alignment will be within the Foothill Roadway, as provided by Horrocks Engineering, where possible. Preliminary engineering will establish design guidelines and a cost estimate. Preliminary engineering activities will also include contacting ROW and property owners to establish easements. We anticipate that HAL will only prepare easement descriptions or permit applications, but not negotiate directly with the property owners. Working with the City, a site for the pump station will be identified that works hydraulically and is assumed to be within existing City property. A geotechnical investigation will also be provided for the pump station and water line by AGECE.

#### ***Deliverables:***

- Easement descriptions
- Geotechnical Report
- Base Map Preparation
- 30% Design Meeting to review HAL's preliminary design findings and to coordinate final design

### **Water Line Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks. A geotechnical investigation will establish the soil conditions along the alignment. Based on the utility mapping and Foothill Roadway's proposed ROW, a preliminary water line alignment will be selected. During the 30% design HAL will incorporate City preferences in the alignment and design. Upon approval of the City, a final design package will be prepared **which will include plan & profile views** for the new waterline at 1"=50' scale on 11"x17 plan sheets with necessary detail sheets for connections. HAL has produced a number of very similar design drawings this past year and is efficient at engineering these types of projects. HAL will review the design at 60% and 90% with the City.

#### ***Deliverables:***

- 60%, 90% Design Review Meetings
- Final Transmission Design Drawings

**Pump Station Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks. A geotechnical investigation will establish the soil conditions for footings and the foundation of the pump station. A site plan will be prepared that includes an entrance from the roadway, fencing, site piping, and landscaping as requested by the City. To include City comments and preferences in the design process, HAL will review the design at 60% and 90% with the City.

It is our experience that for the required flow the most cost efficient pump station construction is a three bay pump system. HAL will provide the pump station mechanical design with DIP piping. HAL understands that the City wishes the building to be masonry with a seamless metal roof. A structural engineer will design and stamp all structural drawings. It is anticipated that the building will be similar to the recently completed SR-73 pump station.

Our Electrical Engineer for the project, Keith Hegerhorst P.E., will provide the electrical design, including VFD's for the pumps if needed. Keith has worked with the City in the past and understands the City's preferences. A full electrical design package with diagrams and controls will be prepared. SCADA will not be included as the City provides necessary equipment.

***Deliverables:***

- 60%, 90% Design Review Meetings
- Preliminary Pump Station Site Plan
- Final Pump Station Design Drawings

**Bid Package & Bidding Assistance**

HAL will prepare a single bid package for the booster station and water line improvements that includes bid documents and construction specifications. HAL has **provided a number of** recent bid packages, and are aware of City preferences and standards. Separate bid schedules will be prepared for the water line project and booster station project. City standard specifications will be used where possible. HAL will also provide bid assistance by answering contractor questions and if necessary providing addendums and attending the pre-bid meeting. HAL anticipates that plans and specs will be provided to contractors in PDF format.

***Deliverables:***

- Final Bid Document and Specifications
- DDW Plan Approval Submission and Coordination
- Construction Cost Estimate and Schedule
- Bidding Assistance and Evaluation of Bids

**Services During Construction**

HAL, having **recently completed a number of projects** with the City, understands the City's expectations during construction. HAL's role during construction will include response to requests for information (RFI's), assist with the pre-construction meeting, attend weekly construction meetings, coordinate with City Construction Manager and Staff, review submittals, review and prepare change orders and pay requests, and closeout the project with a final walk through. The Electrical Engineer will also be involved during construction and has included submittal review, RFI's and a final walk through as part of his fees. HAL will also provide Record Drawings with information provided by the City and Contractor. Construction observation by HAL is assumed to be half time for both the water line and pump station construction with a total of time on site of four months (1/2 time).

**Deliverables:**

- Attend Pre-Construction and Construction Meetings
- Submittal reviews
- Recommendations for contractor change orders and payments
- Attend a final walk through and prepare a punch list
- Prepare Record Drawings

**PROPOSED SCHEDULE**

HAL has prepared a project schedule that provides for delivery of the design and bid package within 90 days after a Notice to Proceed is provided. The schedule assumes that there will not be any delays associated with ROW and property acquisition. This schedule provides the projects to be bid by the end of December, which typically will produce lower costs than bids in the summer when most Contractors have existing projects to complete. As an option the City could likely bid the water line separate from the pump station, as the design for the water line should be completed sooner. This option would increase engineering fees to assist with two separate bids and contractors. Should this option be a City preference a scope and fee modification will be provided for approval by the City.

**PROJECT ASSUMPTIONS**

In preparation of our proposal, we have made a number of assumptions that support our fee estimate. These assumptions are provided below.

1. A single bid package for the projects will be combined and construction services for both projects will take place during the same time frame. A separate bid schedule for each project will be incorporated into the bid package.
2. Pot holing utilities was not included in our cost proposal.
3. For easement description purposes, a single metes and bounds description will be provided. HAL will not be included in any property or easement negotiations.
4. Design of the projects will proceed at the same time allowing for a cost savings for the geotechnical investigation and surveying.
5. A single contractor will be selected.
6. HVAC will be simple fan and an electric heater.
7. SCADA design will be provided by the City.
8. Landscaping at the pump station will not be necessary.
9. As the pump station is an existing City Public Works site with a pond and pump station, we assumed that a Conditional Use was not necessary.
10. Material testing will not be provided by HAL.

**PROPOSED FEE**

Based on the requirements of the City’s Request and HAL’s proposed work plan and associated assumptions, we propose to complete the work for a fee of \$110,100 for Design Services. In addition, as requested by the City, we propose to provide services during construction for \$87,000. A detailed manpower and cost estimate for the fee is provided on the following page.

# HAL PROPOSAL SPREADSHEET



CLIENT: **City of Saratoga Springs**  
 PROJECT: **South Foothill WL & Booster Station**

Pha Task #	Task Activity	Billing Period	Hours											Total Hours	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT		
			Principal	Manging Prof.	Sr Prof II TBT/SJ	Prof III JEB	Prof II TA	GPS Survey	PEI	Sr. Designer	Design/Field Tech	Field Tech	CAD					Secretary	
<b>I Foothill South WL with PS - Preliminary Eng</b>																			
100	Project Management,Coordination & Weekly Mtgs	2			50		4									54	\$9,328.94	\$7,700.00	Design of 3 Months (12 Wkly Mtgs/1 person) w/ scoping of project  2 Private Property & STLA AGECE
101	Preliminary Engineering & Modeling	2	2		20	4	16									42	\$6,497.80		
102	Survey & Lidar	2			2	6	4		16							28	\$4,229.61		
103	Property & ROW Acquisition with State Lands	2		16	2		4			12						34	\$5,102.79		
104	Geotechnical Investigation	2			2											2	\$330.10		
105	30%, 60% & 90% Meetings	2			9	3	12									24	\$3,743.59		
106	Prepare Base Mapping	2			2	4	8			8						22	\$2,852.16		
107	Prepare Hydraulic Calcs	2			2	8										10	\$1,463.85		
108		2														0	\$0.00		
109		2														0	\$0.00		
110		2														0	\$0.00		
111		2														0	\$0.00		
199	Quality Control (QC) / Quality Assurance (QA)	2	8													8	\$1,644.72		
SUBTOTAL HOURS/UNITS:			10	16	89	25	48	16	20	0	0	0	0	0	0	224			
SUBTOTAL:			\$1,720.00	\$2,360.00	\$12,184.10	\$2,917.50	\$5,280.00	\$2,080.00	\$1,792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$35,193.54	\$7,700.00	Subconsultant Cost
<b>II Final Design</b>																			
200	60% Design WL Drawings	2			8		24		40							72	\$8,952.64	\$2,500.00	7500' of 20" & PS (Est \$1.6M)
201	90% Design WL Drawings	2			4		24		24							52	\$6,525.75		
202	Final WL Drawings	2			4		8		16							28	\$3,498.73		
203	Structural Engineering & Bldg Drawings	2			4	16						16				36	\$4,476.32		
204	Prepare PS Site Plan	2			8	16						16				40	\$5,136.52		
205	Prepare PS Mechanical Plan & Details	2			8	24		24				8				64	\$8,145.98		
206	Prepare Details Drawings	2			4	8		16				16				44	\$5,109.26		
207	Prepare Electrical Drawings & Specs	2														0	\$0.00		
208	Prepare Bid Documents, Spec	2			4	16	16									36	\$5,071.37		
209	Make Final Revisions to Drawings and Specs	2			2	8	4		8				4			26	\$3,270.27		
210	Bidding Support, Addendum, Pre-Bid Mtg & Bid Tab	2			8	4	8									20	\$3,034.19		
211	Project Manual and NOA	2			2	4	4		4					6		20	\$2,324.32		
212	Prepare Cost Estimate	2			1	4	2									7	\$999.88		
213		2														0	\$0.00		
214		2														0	\$0.00		
215		2														0	\$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	2	4		4											8	\$1,482.56		
SUBTOTAL HOURS/UNITS:			4	0	61	100	90	0	132	0	0	0	60	6		453			
SUBTOTAL:			\$688.00	\$0.00	\$8,350.90	\$11,670.00	\$9,900.00	\$0.00	\$11,827.20	\$0.00	\$0.00	\$0.00	\$4,668.00	\$353.40			\$58,027.78	\$9,100.00	Subconsultant Cost
<b>III SDC</b>																			
300	Project Management & Closeout	2			16	4	4									24	\$3,743.59	\$4,000.00	HPE Construction
301	Pre-Construction Meeting	2			4		4									8	\$1,233.66		
302	Weekly Construction Meeting (24 Weeks)	2			48		48									96	\$15,254.32		
303	Contract Administration, Pay Apps, CO's, Etc.	2			16		12									28	\$4,248.55		
304	Review Submittals & Contractor RFI's	2			4	16	8									28	\$3,999.53		
305	Construcion Observation for WL (2 Months Half Time)	2										168				168	\$18,062.35		
306	Construction Observation for PS (2 Months Half Time)	2										168				168	\$18,062.35		
307	Record Drawings, O&M Manuals & Survey	2			2	4	4	12	8				12			42	\$5,436.59		
308	Pump Station Startup	2			8	8										16	\$2,454.14		
309	Final Walk Thru, Punch List	2			4	6	4									14	\$2,046.43		
310	Office Engineering Support (2 hrs/week)	2			8	24	16									48	\$6,865.32		
399	Quality Control (QC) / Quality Assurance (QA)	2														0	\$0.00		
SUBTOTAL HOURS/UNITS:			0	0	110	62	100	12	0	8	0	336	12	0		640			
SUBTOTAL:			\$0.00	\$0.00	\$15,059.00	\$7,235.40	\$11,000.00	\$1,560.00	\$0.00	\$780.80	\$0.00	\$26,140.80	\$933.60	\$0.00			\$81,406.83	\$5,500.00	Subconsultant Cost

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost	w/Contingency	Costs	
I	Foothill South WL with PS - Preliminary Eng	\$28,333.60	\$2,137.00	\$35,193.54	\$7,700.00	\$42,900.00
II	Final Design	\$47,457.50	\$2,783.00	\$58,027.78	\$9,100.00	\$67,200.00
III	SDC	\$62,709.60	\$7,772.50	\$81,406.83	\$5,500.00	\$87,000.00
<b>TOTAL:</b>		\$138,500.70	\$12,692.50	\$174,628.15	\$22,300.00	\$197,100.00

Filename: C:\Users\ttimothy\Desktop\2016-17 Water Improvements\Foothill South WL and PS Costs.xlsm>Data Entry - Straight Hours

Assumptions: Construction Period - 6 Months  
Construction Observation - 1/2 Time for 4 Months  
Construction Staking & Testing by Contractor  
Pay Applications - 7  
Change Orders - 3  
Engineering Office Support During Construction - 2hrs/Week  
Single Bid Package

## SARATOGA SPRINGS SOUTH FOOTHILL WATER LINE & BOOSTER STATION PROJECT ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, 2016, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Hansen, Allen & Luce, Inc. ("Engineer"), 6771 South 900 East, Midvale, Utah 84047.

**PURPOSE:** The City desires to obtain consulting and engineering services from an experienced professional for the purpose of designing and engineering the **South Foothill WL and Booster Station Project**. The Engineer has submitted a Proposal, including a Fee Proposal, dated September 2016, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

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

### AGREEMENT TERMS

#### 1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project shall be defined as **South Foothill WL and Booster Station Project** ("Project"). The Scope of Project Work is set forth in the Engineer's Proposal dated September 2016, as attached hereto as **Exhibits "A"**. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Travis Timothy, P.E. as Engineer's Project Manager. He or his successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Engineer will promptly correct and notify the City Representative of any defects or deficiency in the Project engineering work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with applicable professional and technical standards for engineering work of this nature at the local of the work. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

**2. BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Preliminary Design Phase. Engineer shall prepare all necessary preliminary plans and profile drawings illustrating the scale and relationship of the Project components and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2. Design Development Phase. From the approved preliminary drawings Engineer shall prepare all design development drawings and initial cost estimates necessary to fix, determine and describe the size and character of the entire Project as may be appropriate and necessary, and submit them for direction and approval, in writing, by the City.

2.3. Construction Document Phase.

2.3.1. Engineer shall prepare for approval by the City plans and specifications setting forth in detail the requirements for the construction of the Project.

2.3.2. Engineer shall promptly advise City of any adjustments to previous statements prepared by Engineer of probable construction cost.

2.3.3. Engineer shall, as directed by the City, also include in the contract documents additive and/or deductive alternates to permit adjusting construction costs to the proposed construction budget.

2.3.4. The drawings shall be computer generated in AutoCAD format. The final design drawings and the as-built drawings will be provided to the City in both hard copy and on computer disks compatible with the City's computer system.

2.4. Bidding and Construction Phase - Administration of the Construction Contract.

2.4.1. Following City's approval of the construction documents and of the latest statement of probable construction cost, Engineer shall provide a sufficient number of sets of bid documents per construction phase (plans and specifications) that may be needed, as determined by City, coordinate publishing of the bid (bid will be published by the City), attend the bid opening and make an abstract of bids.

2.4.2. The Construction Phase will commence at the date that plans are made available to the general contractors and will terminate when the final punch list is satisfactorily completed by the contractor and accepted as complete in writing by the City.

2.4.3. Engineer, as the advisor to the City during the Bidding and Construction Phase, shall advise and consult with City. All of Engineer's instructions to the contractor shall be issued

through and with authorization of the City Department overseeing the Project and the City Representative.

2.4.4. Engineer shall provide periodic observation of the work of the contractor as requested by the City as set forth in Exhibit "A" to help determine compliance with said Project plans and specifications for the work as contemplated by this agreement. Periodic observations exclude daily on-site observation also referred to Construction Observation Services as set forth in Exhibit "A". Any on-site observation services above periodic observation requested by the City may be compensated according to the compensation set forth in Exhibit "A" and the guidelines for "Additional and Special Services."

2.4.5. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall have no authorization except upon written direction of City to take any action with respect to the same.

2.4.6. Based on Engineer's observations at the site and on the contractor's applications for payment, Engineer shall advise the City of the amount owing to the contractor and City—so long as the work is authorized in advance and in writing by the City Representative—shall issue payment for the amount due. The issuance of a certificate for payment shall constitute a representation by Engineer to City, based on Engineer's observations at the site as provided in subparagraph 2.4.5 and the data comprising the application for payment, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By determining the amount for payment, Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

2.4.7. Engineer at the written direction of the City shall have authority to reject work that does not conform to the contract documents. Engineer shall inform the City of any work that does not conform to the contract documents with 24 hours of obtaining knowledge of such defect.

2.4.8. Engineer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept for the Project and for compliance with the information given in the contract documents.

2.4.9. Engineer shall prepare and City shall promptly approve or disapprove change orders.

2.4.10. Engineer shall conduct, in company with the City, field observations as reasonably needed to determine the dates of substantial completion and final completion, shall receive and review written guarantees and related documents assembled by the contractor, and, upon meeting the requirements of this Agreement and upon written approval by City, the City shall issue a final payment.

2.5 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request.

### **3. CITY'S RESPONSIBILITY.**

3.1. Information. The City will bid the work to be performed by a contractor and will provide daily on-site inspection during construction. The proposed design and engineering services during construction budget for the Project, which cannot be exceeded, is **\$197,100**. The construction budget for the overall project is \$ . During the design of the Project, the City shall provide the following information to the Engineer, which Engineer shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- City contract provisions for the contract documents
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction -
- Any other information maintained by the City which the Engineer requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way linework in CAD format and all other documentation already gathered and prepared by the City relating to the right-of-way.

3.2. Notice to Proceed. The City will notify the Engineer in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Engineer and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Engineer's services.

3.4. Extension of Time. Should the Engineer advise the City in writing of the existence of causes over which Engineer has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect or Deficiency. If the City becomes aware of any fault, defect or deficiency in the Project, it shall give prompt written notice thereof to the Engineer.

#### **4. DESIGN STANDARDS.**

4.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of AASHTO, MUTCD, APWA and AWWA specifications and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have 7 calendar days to cure such defect.

Engineer shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

Drawings shall be computer generated in AutoCAD format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

#### **5. COMPENSATION.**

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of **\$197,100** as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Engineer as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Engineer" must be authorized in advance and in writing by the City Manager. A summary

showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing. Engineer shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the Engineers most recent fee schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

### 5.3 Inspection/Audit.

5.3.1. **Obligation to Maintain Accounts and Records.** Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. **City's Right to Inspect Work and Records.** Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 **Final Payment.** Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

**6. REPRESENTATIONS BY ENGINEER.** Engineer represents to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Engineer further represents that it will correct any identified deficiency in its work, at no additional cost to the City

## **7. PERIOD OF PERFORMANCE.**

7.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall commence work on the first phase and diligently pursue said phase to completion. Engineer shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Engineer shall provide the work and services described herein in accordance with the following schedule:

- See "Project Understanding and Work Plan" in EXHIBIT A

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Engineer shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

### 7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

7.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

7.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole

property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

**8. CITY REPRESENTATIVE.** The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Gordon Miner at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Gordon Miner specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

**9. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Tavis Timothy, P.E. Project Manager  
Hansen, Allen & Luce, Inc.  
1045 South 500 East, Suite 110  
American Fork, Utah 84003

Gordon Miner, City Engineer  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah

**10. DIRECTION OF WORK.**

10.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

10.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

**11. OWNERSHIP AND USE OF DOCUMENTS.**

11.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be

liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement..

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

**12. ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

**13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

**14. CONFIDENTIALITY.** Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

15.1. Insurance. Engineer, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Engineer shall maintain insurance as provided in attached Engineers Insurance Certification – EXHIBIT C. At a minimum insurance shall include:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. PROFESSIONAL LIABILITY: \$2,000,000 per occurrence.
3. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. PAYMENT and PERFORMANCE BONDS: Not applicable to this project.

15.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Engineer has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

### 15.2. Indemnity.

15.2.1. The Engineer shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any negligent act, error or omission of the Engineer, any of the Engineer's employees or any subcontractor or the Engineers violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance. 15.2.2. City agrees to indemnify and save harmless Engineer, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance hereunder.

15.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by

Engineer, and Engineer is later found by a court of competent jurisdiction to have been negligent as aforesaid, Engineer agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.2.4. In the event that the Engineer's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Engineer's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.3. Limitation of Liability. Both parties (Engineer and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

**16. GOVERNMENTAL IMMUNITY.** Except for the City's obligations of indemnification as set forth in paragraph 15.2.2 above, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-101 et seq, (the "Act"). All claims against the City or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**17. INTERPRETATION, COURT.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

**18. FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

**19. SEVERABILITY; WAIVER.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

**21. INDEPENDENT CONTRACTOR.** Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**22. TITLES AND CAPTIONS.** The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**SARATOGA SPRINGS**

By \_\_\_\_\_  
MARK CHRISTENSEN, CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY RECORDER

**ENGINEER**

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH)  
. ss.  
County of Salt Lake )

On the day of \_\_\_\_\_, 2016, personally appeared before me  
\_\_\_\_\_ and \_\_\_\_\_ and did say that they are the  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, and that the  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**STANDARD FEE SCHEDULE**  
September 2015 – December 2016

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional .....	\$147.50/hr
Senior Professional II .....	\$136.90/hr
Senior Professional I .....	\$128.30/hr
Professional III .....	\$116.70/hr
Professional II .....	\$105.10/hr
Professional I .....	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer .....	\$97.60/hr
Senior Field Technician .....	\$97.60/hr
Field Technician .....	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS.....	\$130.00/hr
2 Man GPS Surveying Services - PLS.....	\$145.00/hr
Expert Legal Services .....	\$275.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



## **ZONE 1 NORTH WL WORK PLAN**

### **METHODOLGY AND PROCESS PROPOSED –**

The Master Plan has identified a Zone 1 transmission line (8,000 LF of 30"- 20") from the Zone 1 pond on Evans Lane to Pioneer Crossing. The line will begin at the proposed North Zone 1 pond and end near Pioneer Crossing. The line will be within Evans Lane, Foothill Blvd and then proceed through undeveloped SLR property. The new Zone 1 source from the pond will assist greatly in supplying water to new developments in the area. Also included in the project is a spillway drain line (2,500 LF) in Evans Lane for the proposed Zone 1 pond.

#### **Preliminary Engineering**

HAL anticipates the design of the water line in Foothill to be difficult due to the existing utilities. HAL has previously reviewed the utilities in the road for the ULDC Pump Station project. Preliminary design will include preparation of a base map with existing utility information supplied by the City, LiDAR data and survey data. HAL will coordinate with the utility companies to determine locations of their existing utilities within the project areas along with City data obtained from GIS. It is understood that the alignment will be within City and private property. Preliminary engineering will establish design guidelines and a cost estimate. Preliminary engineering activities will also include identifying ROW and property owners (4 private and SLR) to establish easements. We anticipate that HAL will only prepare easement descriptions or permit applications, but not negotiate directly with the property owners. A geotechnical investigation will also be provided for the water line by AGEC.

HAL will coordinate with SLR's development engineer to determine the best route for the water line.

This project will also include a parallel drain line within Evans Lane for the pond's spillway. The gravity line will begin at the pond property and then discharge into the City's storm drain line found in Foothill Blvd.

The water line will cross the CWP aqueduct and two canals while the drain line will only cross the Welby Jacob Canal. HAL will assist with preparation of permit applications for these crossings.

#### ***Deliverables:***

- Easement descriptions
- Geotechnical Report
- Base Map Preparation
- 30% Design Meeting to review HAL's preliminary design findings and to coordinate final design
- Crossing applications

#### **Water Line and Drain Line Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks. A geotechnical investigation will establish the soil conditions along the alignment. Based on the utility mapping and future road ROW, a preliminary water line alignment will be selected. During the 30% design HAL will incorporate City preferences in the alignment and design. Upon approval of the City, a final design package will be prepared **which will include plan & profile views** for the new waterline at 1"=50' scale on 11"x17 plan sheets with necessary detail sheets for connections. HAL will review the design at 60% and 90% with the City.

#### ***Deliverables:***

- 60%, 90% Design Review Meetings

- Final Transmission Design Drawings
- Final Drain Line Drawings

### **Bid Package & Bidding Assistance**

HAL will prepare a single bid package for the water line improvements that includes bid documents and construction specifications. HAL has **provided a number of** recent bid packages, and are aware of City preferences and standards. Separate bid schedules will be prepared for the water line project and drain line projects. City standard specifications will be used where possible. HAL will also provide bid assistance by answering contractor questions and if necessary providing addendums and attending the pre-bid meeting. HAL anticipates that plans and specs will be provided to contractors in PDF format.

#### ***Deliverables:***

- Final Bid Document and Specifications
- DDW Plan Approval Submission and Coordination
- Construction Cost Estimate and Schedule
- Bidding Assistance and Evaluation of Bids

### **Services During Construction**

HAL, having **recently completed a number of projects** with the City, understands the City's expectations during construction. HAL's role during construction will include response to requests for information (RFI's), assist with the pre-construction meeting, attend weekly construction meetings, coordinate with City Construction Manager and Inspectors, review submittals, review change orders and pay requests, and closeout the project with a final walk through. HAL will also provide Record Drawings with information provided by the City and Contractor. Construction observation by HAL is assumed to be half time for both the water line and drain line construction with a total of time on site of three months (1/2 time).

#### ***Deliverables:***

- Attend Pre-Construction and Construction Meetings
- Submittal reviews
- Recommendations for contractor change orders and payments
- Attend a final walk through and prepare a punch list
- Prepare Record Drawings

## **PROPOSED SCHEDULE**

HAL has prepared a project schedule that provides for delivery of the design and bid package within 60 days after a Notice to Proceed is provided and easements are attained. The schedule assumes that there will not be any delays associated with SLR and their alignment determination. HAL can proceed with this project once funding is available.

## **PROJECT ASSUMPTIONS**

In preparation of our proposal, we have made a number of assumptions that support our fee estimate. These assumptions are provided below.

1. Pot holing utilities was not included in our cost proposal.
2. For easement description purposes, a single metes and bounds description will be provided. HAL will not be included in any property or easement negotiations.

3. Material testing will not be provided by HAL.

### **PROPOSED FEE**

Based on the requirements of the City's Request and HAL's proposed work plan and associated assumptions, we propose to complete the work for a fee of \$90,800 for Design Services. In addition, as requested by the City, we propose to provide services during construction for \$57,900. A detailed manpower and cost estimate for the fee is provided on the following page.

# HAL PROPOSAL SPREADSHEET



CLIENT: **City of Saratoga Springs**  
 PROJECT: **Zone 1 North WL**

Pha Task #	Task Activity	Billing Period	Hours											Total Hours	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT		
			Principal	Manging Prof.	Sr Prof II TBT/SJ	Prof III JEB	Prof II TA	GPS Survey	PEI	Sr. Designer	Design/Field Tech	Field Tech	CAD					Secretary	
<b>I Zone 1 North WL - Preliminary Eng</b>																			
100	Project Management,Coordination & Kickoff	2			50											50	\$8,793.02		3 Month Schedule (12 wkly mtgs)
101	Preliminary Engineering & Modeling	2	2		16	16										34	\$5,394.54		\$2.5M Cost Est
102	Survey & Lidar	2			2	2				20						24	\$3,830.21		
103	Property & ROW Acquisition through SLR & City ROW	2		16	8					2	16					42	\$6,388.07		
104	Geotechnical Investigation	2				2										2	\$283.44	\$8,800.00	AGEC
105	30%, 60% & 90% Meetings	2			9	9										18	\$2,911.06		
106	Prepare Base Mapping	2			2	8					4					14	\$1,905.52		
107	Canal ROW, CUWCD Permits	2			8	32					16					56	\$7,697.15		
108		2														0	\$0.00		
109		2														0	\$0.00		
110		2														0	\$0.00		
111		2														0	\$0.00		
199	Quality Control (QC) / Quality Assurance (QA)	2	8													8	\$1,644.72		
SUBTOTAL HOURS/UNITS:			10	16	95	69	0	22	36	0	0	0	0	0	0	248			
SUBTOTAL:			\$1,720.00	\$2,360.00	\$13,005.50	\$8,052.30	\$0.00	\$2,860.00	\$3,225.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$38,847.73	\$8,800.00	Subconsultant Cost
<b>II Final Design</b>																			
200	60% Design WL Drawings	2			8	32				32						72	\$9,388.76		8000' of 30"-20", 4000' in existing roads
201	90% Design WL Drawings	2			4	32				32						68	\$8,728.57		
202	Final WL Drawings	2			4	6				8						18	\$2,393.85		
203	60% Design Drain Drawings	2			4	16				16						36	\$4,694.38		
204	90% Design Drain Drawings	2			4	16				16						36	\$4,694.38		
205	Final Drain Drawings	2			4	6				4						14	\$1,952.18		
208	Prepare Bid Documents, Specs	2			4	20										24	\$3,494.57		
209	Make Final Revisions to Drawings and Specs	2			2	4				4				4		14	\$1,725.80		
210	Bidding Support, Addendum, Pre-Bid Mtg & Bid Tab	2			8	12										20	\$3,021.02		
211	Prepare Project Manuals and NOA	2				6									8	14	\$1,449.99		
212	Prepare Cost Est	2			0.5	4										4.5	\$649.40		
213		2														0	\$0.00		
214		2														0	\$0.00		
215		2														0	\$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$822.36		
SUBTOTAL HOURS/UNITS:			4	0	42.5	154	0	0	112	0	0	0	0	4	8	324.5			
SUBTOTAL:			\$688.00	\$0.00	\$5,818.25	\$17,971.80	\$0.00	\$0.00	\$10,035.20	\$0.00	\$0.00	\$0.00	\$0.00	\$311.20	\$471.20		\$43,015.26	\$0.00	Subconsultant Cost
<b>III SDC</b>																			
300	Project Management	2			16											16	\$2,640.79		
301	Pre-Construction Meeting	2			2	4									4	10	\$1,204.32		
302	Weekly Construction Meeting (3 Months)	2			16	36										52	\$8,418.33		
303	Process & Prepare, Pay Applications	2			2			8								10	\$1,401.94		
304	Review Submittals & Contractor RFI's	2			4			24								28	\$3,875.72		
305	Construction Observation for WL (3 Months Half Time)	2													260	260	\$27,867.84		
306	Engineering Office Support (2hrs/Week)	2			4	24										28	\$4,061.44		
307	Record Drawings & Survey	2			2			4	10		8			4		28	\$3,856.31		
308	Process and Prepare Change Orders	2			2			4								6	\$866.02		
309	Closeout Project and Final Contract Admin	2			2	8										10	\$1,463.85		
310	Final Walk Through w/ Punchlist	2			4	4		4								12	\$1,762.99		
399	Quality Control (QC) / Quality Assurance (QA)	2	2													2	\$411.18		
SUBTOTAL HOURS/UNITS:			2	0	54	76	44	10	0	8	0	260	4	4	462				
SUBTOTAL:			\$344.00	\$0.00	\$7,392.60	\$8,869.20	\$4,840.00	\$1,300.00	\$0.00	\$780.80	\$0.00	\$20,228.00	\$311.20	\$235.60		\$57,830.73	\$0.00	Subconsultant Cost	
<b>TOTAL HOURS BY EMPLOYEE:</b>			16	16	191.5	299	44	32	148	8	0	260	8	12					

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost	w/Contingency	Costs	
I	Zone 1 North WL - Preliminary Eng	\$31,223.40	\$2,411.00	\$38,847.73	\$8,800.00	\$47,700.00
II	Final Design	\$35,295.65	\$1,947.00	\$43,015.26	\$0.00	\$43,100.00
III	SDC	\$44,301.40	\$5,768.50	\$57,830.73	\$0.00	\$57,900.00
<b>TOTAL:</b>		\$110,820.45	\$10,126.50	\$139,693.73	\$8,800.00	\$148,700.00

Assumptions: Construction Period - 3 Months  
 Construction Observation - 1/2 Time for 2 Months  
 Construction Staking & Testing by Contractor  
 Pay Applications - 4  
 Change Orders - 2  
 Engineering Office Support During Construction - 2hrs/Week

**SARATOGA SPRINGS ZONE 1 NORTH WATER LINE PROJECT  
ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, 2016, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Hansen, Allen & Luce, Inc. ("Engineer"), 6771 South 900 East, Midvale, Utah 84047.

**PURPOSE:** The City desires to obtain consulting and engineering services from an experienced professional for the purpose of designing and engineering the **Zone 1 North Water Line Project**. The Engineer has submitted a Proposal, including a Fee Proposal, dated September 2016, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

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

**AGREEMENT TERMS**

**1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.**

1.1. Nature and Location of the Project. The Project shall be defined as **Zone 1 North Water Line Project** ("Project"). The Scope of Project Work is set forth in the Engineer's Proposal dated September 2016, as attached hereto as **Exhibits "A"**. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Travis Timothy, P.E. as Engineer's Project Manager. He or his successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Engineer will promptly correct and notify the City Representative of any defects or deficiency in the Project engineering work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with applicable professional and technical standards for engineering work of this nature at the local of the work. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

**2. BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Preliminary Design Phase. Engineer shall prepare all necessary preliminary plans and profile drawings illustrating the scale and relationship of the Project components and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2 Design Development Phase. From the approved preliminary drawings Engineer shall prepare all design development drawings and initial cost estimates necessary to fix, determine and describe the size and character of the entire Project as may be appropriate and necessary, and submit them for direction and approval, in writing, by the City.

2.3. Construction Document Phase.

2.3.1. Engineer shall prepare for approval by the City plans and specifications setting forth in detail the requirements for the construction of the Project.

2.3.2. Engineer shall promptly advise City of any adjustments to previous statements prepared by Engineer of probable construction cost.

2.3.3. Engineer shall, as directed by the City, also include in the contract documents additive and/or deductive alternates to permit adjusting construction costs to the proposed construction budget.

2.3.4. The drawings shall be computer generated in AutoCAD format. The final design drawings and the as-built drawings will be provided to the City in both hard copy and on computer disks compatible with the City's computer system.

2.4 Bidding and Construction Phase - Administration of the Construction Contract.

2.4.1. Following City's approval of the construction documents and of the latest statement of probable construction cost, Engineer shall provide a sufficient number of sets of bid documents per construction phase (plans and specifications) that may be needed, as determined by City, coordinate publishing of the bid (bid will be published by the City), attend the bid opening and make an abstract of bids.

2.4.2. The Construction Phase will commence at the date that plans are made available to the general contractors and will terminate when the final punch list is satisfactorily completed by the contractor and accepted as complete in writing by the City.

2.4.3. Engineer, as the advisor to the City during the Bidding and Construction Phase, shall advise and consult with City. All of Engineer's instructions to the contractor shall be issued

through and with authorization of the City Department overseeing the Project and the City Representative.

2.4.4. Engineer shall provide periodic observation of the work of the contractor as requested by the City as set forth in Exhibit "A" to help determine compliance with said Project plans and specifications for the work as contemplated by this agreement. Periodic observations exclude daily on-site observation also referred to Construction Observation Services as set forth in Exhibit "A". Any on-site observation services above periodic observation requested by the City may be compensated according to the compensation set forth in Exhibit "A" and the guidelines for "Additional and Special Services."

2.4.5. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall have no authorization except upon written direction of City to take any action with respect to the same.

2.4.6. Based on Engineer's observations at the site and on the contractor's applications for payment, Engineer shall advise the City of the amount owing to the contractor and City—so long as the work is authorized in advance and in writing by the City Representative—shall issue payment for the amount due. The issuance of a certificate for payment shall constitute a representation by Engineer to City, based on Engineer's observations at the site as provided in subparagraph 2.4.5 and the data comprising the application for payment, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By determining the amount for payment, Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

2.4.7. Engineer at the written direction of the City shall have authority to reject work that does not conform to the contract documents. Engineer shall inform the City of any work that does not conform to the contract documents with 24 hours of obtaining knowledge of such defect.

2.4.8. Engineer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept for the Project and for compliance with the information given in the contract documents.

2.4.9. Engineer shall prepare and City shall promptly approve or disapprove change orders.

2.4.10. Engineer shall conduct, in company with the City, field observations as reasonably needed to determine the dates of substantial completion and final completion, shall receive and review written guarantees and related documents assembled by the contractor, and, upon meeting the requirements of this Agreement and upon written approval by City, the City shall issue a final payment.

2.5 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request.

### **3. CITY'S RESPONSIBILITY.**

3.1. Information. The City will bid the work to be performed by a contractor and will provide daily on-site inspection during construction. The proposed design and engineering services during construction budget for the Project, which cannot be exceeded, is \$148,700. The construction budget for the overall project is \$ [REDACTED]. During the design of the Project, the City shall provide the following information to the Engineer, which Engineer shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- City contract provisions for the contract documents
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction -
- Any other information maintained by the City which the Engineer requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way linework in CAD format and all other documentation already gathered and prepared by the City relating to the right-of-way.

3.2. Notice to Proceed. The City will notify the Engineer in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Engineer and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Engineer's services.

3.4. Extension of Time. Should the Engineer advise the City in writing of the existence of causes over which Engineer has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect or Deficiency. If the City becomes aware of any fault, defect or deficiency in the Project, it shall give prompt written notice thereof to the Engineer.

#### **4. DESIGN STANDARDS.**

4.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of AASHTO, MUTCD, APWA and AWWA specifications and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have 7 calendar days to cure such defect.

Engineer shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

Drawings shall be computer generated in AutoCAD format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

#### **5. COMPENSATION.**

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of \$148,700 as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Engineer as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Engineer" must be authorized in advance and in writing by the City Manager. A summary

showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing. Engineer shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the Engineers most recent fee schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

### 5.3 Inspection/Audit.

5.3.1. **Obligation to Maintain Accounts and Records.** Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. **City's Right to Inspect Work and Records.** Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 **Final Payment.** Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

**6. REPRESENTATIONS BY ENGINEER.** Engineer represents to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Engineer further represents that it will correct any identified deficiency in its work, at no additional cost to the City

## **7. PERIOD OF PERFORMANCE.**

7.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall commence work on the first phase and diligently pursue said phase to completion. Engineer shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Engineer shall provide the work and services described herein in accordance with the following schedule:

- See "Project Understanding and Work Plan" in EXHIBIT A

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Engineer shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

### 7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

7.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

7.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole

property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

**8. CITY REPRESENTATIVE.** The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Gordon Miner at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Gordon Miner specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

**9. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Tavis Timothy, P.E. Project Manager  
Hansen, Allen & Luce, Inc.  
1045 South 500 East, Suite 110  
American Fork, Utah 84003

Gordon Miner, City Engineer  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah

**10. DIRECTION OF WORK.**

10.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

10.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

## **11. OWNERSHIP AND USE OF DOCUMENTS.**

11.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be

liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement..

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

**12. ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

**13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

**14. CONFIDENTIALITY.** Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

15.1. Insurance. Engineer, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Engineer shall maintain insurance as provided in attached Engineers Insurance Certification – EXHIBIT C. At a minimum insurance shall include:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. PROFESSIONAL LIABILITY: \$2,000,000 per occurrence.
3. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. PAYMENT and PERFORMANCE BONDS: Not applicable to this project.

15.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Engineer has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

### 15.2. Indemnity.

15.2.1. The Engineer shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any negligent act, error or omission of the Engineer, any of the Engineer's employees or any subcontractor or the Engineers violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance. 15.2.2. City agrees to indemnify and save harmless Engineer, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance hereunder.

15.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by

Engineer, and Engineer is later found by a court of competent jurisdiction to have been negligent as aforesaid, Engineer agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.2.4. In the event that the Engineer's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Engineer's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.3. Limitation of Liability. Both parties (Engineer and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

**16. GOVERNMENTAL IMMUNITY.** Except for the City's obligations of indemnification as set forth in paragraph 15.2.2 above, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-101 et seq, (the "Act"). All claims against the City or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**17. INTERPRETATION, COURT.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

**18. FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

**19. SEVERABILITY; WAIVER.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

**21. INDEPENDENT CONTRACTOR.** Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**22. TITLES AND CAPTIONS.** The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**SARATOGA SPRINGS**

By \_\_\_\_\_  
MARK CHRISTENSEN, CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY RECORDER

**ENGINEER**

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH)

. ss.

County of Salt Lake )

On the day of \_\_\_\_\_, 2016, personally appeared before me  
\_\_\_\_\_ and \_\_\_\_\_ and did say that they are the  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, and that the  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**STANDARD FEE SCHEDULE**  
September 2015 – December 2016

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional .....	\$147.50/hr
Senior Professional II .....	\$136.90/hr
Senior Professional I .....	\$128.30/hr
Professional III .....	\$116.70/hr
Professional II .....	\$105.10/hr
Professional I .....	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer .....	\$97.60/hr
Senior Field Technician .....	\$97.60/hr
Field Technician .....	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS.....	\$130.00/hr
2 Man GPS Surveying Services - PLS.....	\$145.00/hr
Expert Legal Services .....	\$275.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



HANSALL-01 SBARKER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>American Insurance &amp; Investment Corp.</b> 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: <b>Shauna Barker</b>
	PHONE (A/C, No, Ext): <b>(801) 364-3434 643</b> FAX (A/C, No): <b>(801) 355-5234</b> E-MAIL ADDRESS: <b>Shauna.Barker@american-ins.com</b>
INSURED  <b>Hansen, Allen, &amp; Luce, Inc.</b> Attn: Paula Roberts 6771 South 900 East Midvale, UT 84047	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Travelers Ind Co of America</b> NAIC # <b>25666</b>
	INSURER B : <b>Peerless Indemnity Ins Co</b> <b>18333</b>
	INSURER C : <b>Travelers Indemnity Company</b> <b>25658</b>
	INSURER D : <b>Trumbull Insurance Company</b> <b>27120</b>
	INSURER E : <b>ACE American Insurance Company</b> <b>22667</b>
	INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>6806549L463</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			<b>BA4840888</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			<b>CUP7813Y051</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ <b>5,000,000</b>
			<input type="checkbox"/> CLAIMS-MADE				\$
			DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				\$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>34WECBQ4019</b>	<b>03/01/2015</b>	<b>03/01/2016</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>Prof Liab Claim Made</b>			<b>G25559162</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	<b>Per Claims Limit</b> \$ <b>5,000,000</b>
<b>E</b>	<b>Retro Date 2/06/87</b>			<b>G25559162</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	<b>Aggregate Limit</b> \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Insurance Verification Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **ZONE 2 NORTH POND and PUMP STATION**

### **METHODOLGY AND PROCESS PROPOSED –**

As identified in the Master Plan the Secondary North Zone 2 requires equalization storage and source to meet summer demands that are increasing with recent large developments. The City has identified an approximate location for a large pond above Talus Cove in the foothills being developed by Edge Homes. The pond will be built in phases with an expected size for phase 1 of 12 acre-feet. The buildout capacity of the pond will be approximately 24 acre-feet. Due to the buildout size, the Utah Division of Water Rights, Dam Safety Section will likely classify the pond as High Hazard with all of the regulations associated. The pond will also require a 3,500 gpm pump station (at the Zone 1 South pond site) and 18-inch transmission line to connect into the existing Zone 1 system. The pond site will also need to include space for a future Zone 3 pump station. The City’s preference is to construct the pond with a concrete liner.

#### **Conceptual Design & Property Acquisition**

It is anticipated that HAL will assist with a siting study to locate the pond and alignment for the transmission line. HAL will define an elevation corridor for the pond and conceptually grade three pond sites selected by the City. The conceptual design will provide preliminary grading for the phase 1 and buildout ponds and also layout a future pump station site. The study will provide a boundary for the buildout pond. The City can utilize the boundary when acquiring property for the pond. HAL will also provide a legal description of the proposed pond parcel for use by the City. HAL does not anticipate being involved in negotiations to purchase the property.

Alignments for the transmission line will be generated with input from the property owner. It is anticipated that the alignments will be within future roadways. HAL will coordinate with the developer engineer to properly place the transmission line within the developer’s planned development. It is assumed that HAL will not prepare transmission line design.

After the property for the pond has been acquired, HAL will perform a design level survey and cross sections of the area and utilize LiDAR data from the state. The HAL team will also provide a geotechnical investigation of the pond site. A design review meeting with the City will be attended by HAL. It is assumed that the spillway will discharge into an adjoining drainage.

#### ***Deliverables:***

- Siting study with parcel description
- Design survey
- Cost Estimate
- Geotechnical Investigation
- Conceptual Design

#### **Dam Safety and Pond Design Services**

Based on the design survey and geotechnical investigation, drawings and calculations will be prepared for submission to State Dam Safety. A breach analysis will be performed utilizing existing DTM/DEM or City topo information. A sunny day break will be performed with the FLO2D model. Also included in this task is additional coordination time with the State and addressing red lines from dam safety. An Emergency Action Plan (EAP) and Standard Operating Procedures (SOP) for the new reservoir will be provided to the State. It is anticipated that these documents will be similar to the City’s existing Israel Canyon Reservoir plans.

A 60% and 90% review meeting will be held with the City to discuss the design and receive direction. Upon approval of the City, a final design package will be prepared **which will include cross sections**, a grading plan, concrete liner plan, piping plan, and other necessary details. The plan set will also include the spillway outlet piping to a drainage assumed to be in close proximity. Plan drawings will be prepared on 11"x17 plan sheets.

***Deliverables:***

- 60%, 90% Design Meetings
- Dam Safety High Hazard Report
- Final Design Drawings

**Pump Station Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks for Zone 1 South Pond. The geotechnical investigation for the Zone 1 Pond will establish the soil conditions for footings and the foundation of the pump station. A site plan will be prepared that includes an entrance from the roadway, fencing, site piping, and landscaping as requested by the City. To include City comments and preferences in the design process, HAL will review the design at 60% and 90% with the City.

HAL will provide the pump station mechanical design with DIP piping. HAL understands that the City wishes the building to be masonry with a seamless metal roof. A structural engineer will design and stamp all structural drawings.

Our Electrical Engineer for the project, Keith Hegerhorst P.E., will provide the electrical design, including VFD's for the pumps if needed. Keith has worked with the City in the past and understands the City's preferences. A full electrical design package with diagrams and controls will be prepared. SCADA will not be included as the City provides necessary equipment.

***Deliverables:***

- 60%, 90% Design Review Meetings
- Preliminary Pump Station Site Plan
- Final Pump Station Design Drawings

**Bid Package & Bidding Assistance**

HAL will prepare separate bid package for the pond, and pump station improvements to include bid documents and construction specifications. City standard specifications will be used where possible. HAL will also provide bid assistance by answering contractor questions and if necessary providing addendums and attending the pre-bid meeting. HAL anticipates that plans and specs will be provided to contractors in PDF format.

***Deliverables:***

- Final Bid Document and Specifications
- Construction Cost Estimate and Schedule
- Bidding Assistance and Evaluation of Bids

**Construction Management**

HAL's role during construction will include response to RFI's, assist with the pre-construction meeting, provide a site observation visit at time of construction meeting, review submittals, attend weekly progress meetings, review change orders and pay requests, and closeout the project. Construction observation by HAL is

assumed to be the following, full time for a month while the embankment is being constructed, and attendance at 20 concrete pours and half time for a month while piping and other miscellaneous construction is occurring. HAL also anticipates inspection of rebar before the concrete pours. For the pump station construction it was assumed observation would be half time over three months.

- Deliverables:**
- Attend Weekly Construction Meetings
  - Submittal reviews
  - Recommendations for contractor change orders and payments
  - Attend Final Walkthrough

**PROPOSED SCHEDULE**

HAL has prepared a project schedule that provides for delivery of the design and bid package to the City within 7 months after a Notice to Proceed has been issued and the property has been acquired. The length of design is required due to the three month State review process and the month required for the geotechnical investigation.

**PROJECT ASSUMPTIONS**

The HAL Scope of Work and Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. Volume of pond will be approximately 12 acre-feet (to be expanded in future to approximately 24 acre-feet).
2. HAL will only coordinate with the City's SCADA consultant. The City will provide SCADA design services.
3. The pond will have a concrete-lined bottom and side slopes.
4. Drawings and technical specifications will be provided in PDF format for bidding.
5. The dam break analysis is proposed with a HEC-HMS generated dam break hydrograph and FLO2D modeling. The elevations data source is assume to the publicly available 10 meter DEMs.
6. A landscaping plan is not included.
7. The spillway/overflow will discharge into an adjoining drainage and will not require improvements.
8. The water line connecting the pump station and pond will be designed and constructed by the developer.
9. HAL will not provide material testing services. We assume these will be provided by the contractor.

**PROPOSED FEE**

Based on the requirements of the City's Request and HAL's proposed work plan and associated assumptions, we propose to complete the work for a fee of \$191,100 for Design Services. In addition, as requested by the City, we propose to provide services during construction for \$123,900. A detailed manpower and cost estimate for the fee is provided on the following page.

# HAL PROPOSAL SPREADSHEET



CLIENT: City of Saratoga Springs  
 PROJECT: North Zone 2 Pond & PS

Pha #	Task Activity	Billing Period	Hours											Total Hours	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT		
			Principal	Manging Prof.	Sr Prof II TBT/SJ	Sr Prof I BDM	Prof III JEB	GPS Survey	PEI	Sr. Designer	Design/Field Tech	Field Tech	CAD					Secretary	
<b>I CONCEPTUAL DESIGN &amp; PROPERTY ACQUISITION</b>																			
100	Project management, coordination, and communication	2			60											60	\$10,026.14		Includes weekly meetings during design (16)
101	Siting Study, Conceptual Design & Modeling	2			32			24		16						72	\$10,046.20		
102	Geotechnical investigation	2			2											2	\$315.09	\$11,000.00	AGEC
103	Topo survey	2			2				16							18	\$2,785.80		Survey
104	Prepare basemap	2			2			8		12						22	\$2,662.10		
105	Prepare conceptual layout of complete pond w/ PS	2			2			2		4						8	\$1,007.24		
106	Prepare conceptual layout of pond for Phase 1 Design	2			1			4		4						9	\$1,120.25		
107	Design review meeting with City	2			4			4								8	\$1,242.96		
108	Prepare preliminary drawings - 30%	2	11.4		9.3			13.2		22.8	64.8					121.5	\$15,292.52		
109	Property acquisition and descriptions	2			2			8								10	\$1,433.14		Coordination Only
199	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$784.98		
SUBTOTAL HOURS/UNITS:			15.4	0	116.3	0	63.2	16	58.8	64.8	0	0	0	0		334.5			
SUBTOTAL:			\$2,648.80	\$0.00	\$15,921.47	\$0.00	\$7,375.44	\$2,080.00	\$5,268.48	\$6,324.48	\$0.00	\$0.00	\$0.00	\$0.00			\$46,716.42	\$11,000.00	Subconsultant Cost
<b>II DAM SAFETY &amp; PRELIMINARY DESIGN</b>																			
200	Dam Safety Application	2	4			2	24			16			5	4		55	\$6,903.41	\$1,050.00	AGEC
201	Dam breach analysis	2				26.5										26.5	\$3,923.74		
202	Meeting with Dam Safety	2	2		2											4	\$779.25		
203	Prepare drawings - 90%	2	22.8		18.6		26.4		45.6	129.6						243	\$30,585.05		
204	Participate in review meeting with City	2	4		4		4									12	\$2,027.94		
205	Prepare Design Report with Cacls for Dam Safety	2	4.5							10						14.5	\$2,025.29		
206	Prepare SOP & EAP	2	2		2					16						20	\$2,535.09		
299	Quality Control (QC) / Quality Assurance (QA)	2	4		4											8	\$1,415.17		
SUBTOTAL HOURS/UNITS:			43.3	0	30.6	28.5	54.4	0	45.6	171.6	0	0	5	4		383			
SUBTOTAL:			\$7,447.60	\$0.00	\$4,189.14	\$3,656.55	\$6,348.48	\$0.00	\$4,085.76	\$16,748.16	\$0.00	\$0.00	\$389.00	\$235.60			\$50,194.94	\$1,050.00	Subconsultant Cost
<b>III POND FINAL DESIGN &amp; BID ASSISTANCE</b>																			
301	Coord SCADA design	2			4		4									8	\$1,207.13		
302	Prepare final design drawings	2	3.8		3.1		4.4		7.6	21.6						40.5	\$5,097.51		
303	Prepare cost estimate	2			2		4			4						10	\$1,313.08		
304	Prepare specs & bidding documents	2	4		8		4			24						40	\$5,327.72		
305	Participate in final review meeting with City	2			4		4									8	\$1,242.96		
306	Prequalification Packet & Evaluation	2			4		2									6	\$936.57		
307	Bid Assistance & attend pre-bid & bid opening	2	2		8		12			12						34	\$4,718.48		
308	Project Manuals & NOA	2			1		4			6				6		13	\$1,272.17		
399	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$784.98		
SUBTOTAL HOURS/UNITS:			13.8	0	34.1	0	34.4	0	7.6	67.6	0	0	0	6		163.5			
SUBTOTAL:			\$2,373.60	\$0.00	\$4,668.29	\$0.00	\$4,014.48	\$0.00	\$680.96	\$6,597.76	\$0.00	\$0.00	\$0.00	\$353.40			\$21,900.60	\$0.00	Subconsultant Cost
<b>IV PS &amp; WL COORD &amp; BID ASSISTANCE</b>																			
400	WL Coord with Developer	2			8		8									16	\$2,414.25		
403	Structural Engineering & Bldg Drawings	2			4		24						24			52	\$6,401.12	\$2,500.00	DWA
404	Prepare PS Site Plan	2			8		16						16			40	\$5,107.66		
405	Prepare PS Mechanical Plan & Details	2			8		24		24				8			64	\$8,082.65		
406	Prepare Details Drawings	2			4		8		16				16			44	\$4,979.33		
407	Prepare Electrical Drawings & Specs	2			2		2									4	\$611.23	\$12,100.00	HPE
408	Prepare Bid Documents, Specs & Cost Est	2			4		16		24							44	\$6,245.88		
409	Make Final Revisions to Drawings and Specs	2			2		8		4	8			4			26	\$3,253.48		
410	Bidding Support, Addendum, Pre-Bid Mtg & Bid Tab	2			8		12		12							32	\$4,732.15		
411	Project Manuals & NOA	2			1		4							6		11	\$1,127.97		
412	Prepare Cost Estimate	2			2		4									6	\$856.20		
SUBTOTAL HOURS/UNITS:			8	0	51	110	56	0	48	0	0	0	68	6		347			
SUBTOTAL:			\$1,376.00	\$0.00	\$6,981.90	\$14,113.00	\$6,535.20	\$0.00	\$4,300.80	\$0.00	\$0.00	\$0.00	\$5,290.40	\$353.40			\$45,381.88	\$14,600.00	Subconsultant Cost
<b>V SDC</b>																			
500	Construction Admin	2			12		8									20	\$3,116.11		Assume 2 Separate Contractors
501	Submittal review and RFI's (Both Projects)	2			16		16			16						48	\$6,512.69	\$1,000.00	DW
502	Attend Weekly Site Mtg (Assume 24 Week Construction)	2			72		96									168	\$25,619.90	\$4,000.00	HPE
503	Construction Observation Embankment (4 Weeks)	2											160			160	\$15,534.78	\$2,000.00	AGEC
504	Construction Observation Concrete (20 Pours)	2											60			220	\$22,710.40		
505	Construction Observation Piping & Misc (4 Week 1/2 time)	2														80	\$8,143.62		
506	Constructino Observation PS (80 Hours)	2														80	\$8,286.94		
507	Construction Survey Check & As-Builts	2			4		16			16			8			44	\$5,397.07		
508	Process Pay Applications	1			6		8			8						22	\$2,801.19		
509	Process Change Orders	1			4		4			4						12	\$1,550.64		
510	Final Walk Thru & Punch lists	1			8		8			8						16	\$2,299.29		
511	Closeout Projects & Final Contract Admin	1			4		8			8						20	\$2,501.10		
512	Engineering Office Support (2hrs/week)	1			32		32			32						96	\$12,405.12		
599	Quality Control (QC) / Quality Assurance (QA)	1														0	\$0.00		
SUBTOTAL HOURS/UNITS:			0	0	158	0	196	0	0	84	60	480	8	0		986			

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost	w/Contingency	Costs	
I	CONCEPTUAL DESIGN & PROPERTY ACQUISITION	\$39,618.67	\$2,754.50	\$46,716.42	\$11,000.00	\$57,800.00
II	DAM SAFETY & PRELIMINARY DESIGN	\$43,100.29	\$2,428.00	\$50,194.94	\$1,050.00	\$51,300.00
III	POND FINAL DESIGN & BID ASSISTANCE	\$18,688.49	\$1,176.00	\$21,900.60	\$0.00	\$22,000.00
IV	PS & WL COORD & BID ASSISTANCE	\$38,950.70	\$2,212.00	\$45,381.88	\$14,600.00	\$60,000.00
V	SDC	\$96,524.20	\$10,466.00	\$116,878.83	\$7,000.00	\$123,900.00
	<b>TOTAL:</b>	\$236,882.35	\$19,036.50	\$281,072.67	\$33,650.00	\$315,000.00

Filename: C:\Users\timothy\Desktop\2016-17 Water Improvements\North Zone 2 Pond-PS Costs.xlsx>Data Entry - Straight Hours

Assumptions: Construction Period - 6 Months for Pond & 6 Months for PS  
 Construction Observation Pond- 1/2 Time for 4 Weeks on Pond, Full Time on Embankment and Concrete  
 Construction Observation PS - 80 hours or 1/2 time for 2 Months  
 Construction Staking & Testing by Contractor  
 Pay Applications - 7/Ea  
 Change Orders - 2/Ea  
 Engineering Office Support During Construction - 2hrs/Week

## SARATOGA SPRINGS ZONE 2 NORTH POND & PUMP STATION PROJECT ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, 2016, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Hansen, Allen & Luce, Inc. ("Engineer"), 6771 South 900 East, Midvale, Utah 84047.

**PURPOSE:** The City desires to obtain consulting and engineering services from an experienced professional for the purpose of designing and engineering the **Zone 2 North Pond and Pump Station Project**. The Engineer has submitted a Proposal, including a Fee Proposal, dated September 2016, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

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

### AGREEMENT TERMS

#### 1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project shall be defined as **Zone 2 North Pond and Pump Station Project** ("Project"). The Scope of Project Work is set forth in the Engineer's Proposal dated September 2016, as attached hereto as **Exhibits "A"**. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Travis Timothy, P.E. as Engineer's Project Manager. He or his successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Engineer will promptly correct and notify the City Representative of any defects or deficiency in the Project engineering work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with applicable professional and technical standards for engineering work of this nature at the local of the work. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

**2. BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Preliminary Design Phase. Engineer shall prepare all necessary preliminary plans and profile drawings illustrating the scale and relationship of the Project components and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2 Design Development Phase. From the approved preliminary drawings Engineer shall prepare all design development drawings and initial cost estimates necessary to fix, determine and describe the size and character of the entire Project as may be appropriate and necessary, and submit them for direction and approval, in writing, by the City.

2.3. Construction Document Phase.

2.3.1. Engineer shall prepare for approval by the City plans and specifications setting forth in detail the requirements for the construction of the Project.

2.3.2. Engineer shall promptly advise City of any adjustments to previous statements prepared by Engineer of probable construction cost.

2.3.3. Engineer shall, as directed by the City, also include in the contract documents additive and/or deductive alternates to permit adjusting construction costs to the proposed construction budget.

2.3.4. The drawings shall be computer generated in AutoCAD format. The final design drawings and the as-built drawings will be provided to the City in both hard copy and on computer disks compatible with the City's computer system.

2.4 Bidding and Construction Phase - Administration of the Construction Contract.

2.4.1. Following City's approval of the construction documents and of the latest statement of probable construction cost, Engineer shall provide a sufficient number of sets of bid documents per construction phase (plans and specifications) that may be needed, as determined by City, coordinate publishing of the bid (bid will be published by the City), attend the bid opening and make an abstract of bids.

2.4.2. The Construction Phase will commence at the date that plans are made available to the general contractors and will terminate when the final punch list is satisfactorily completed by the contractor and accepted as complete in writing by the City.

2.4.3. Engineer, as the advisor to the City during the Bidding and Construction Phase, shall advise and consult with City. All of Engineer's instructions to the contractor shall be issued

through and with authorization of the City Department overseeing the Project and the City Representative.

2.4.4. Engineer shall provide periodic observation of the work of the contractor as requested by the City as set forth in Exhibit "A" to help determine compliance with said Project plans and specifications for the work as contemplated by this agreement. Periodic observations exclude daily on-site observation also referred to Construction Observation Services as set forth in Exhibit "A". Any on-site observation services above periodic observation requested by the City may be compensated according to the compensation set forth in Exhibit "A" and the guidelines for "Additional and Special Services."

2.4.5. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall have no authorization except upon written direction of City to take any action with respect to the same.

2.4.6. Based on Engineer's observations at the site and on the contractor's applications for payment, Engineer shall advise the City of the amount owing to the contractor and City—so long as the work is authorized in advance and in writing by the City Representative—shall issue payment for the amount due. The issuance of a certificate for payment shall constitute a representation by Engineer to City, based on Engineer's observations at the site as provided in subparagraph 2.4.5 and the data comprising the application for payment, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By determining the amount for payment, Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

2.4.7. Engineer at the written direction of the City shall have authority to reject work that does not conform to the contract documents. Engineer shall inform the City of any work that does not conform to the contract documents with 24 hours of obtaining knowledge of such defect.

2.4.8. Engineer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept for the Project and for compliance with the information given in the contract documents.

2.4.9. Engineer shall prepare and City shall promptly approve or disapprove change orders.

2.4.10. Engineer shall conduct, in company with the City, field observations as reasonably needed to determine the dates of substantial completion and final completion, shall receive and review written guarantees and related documents assembled by the contractor, and, upon meeting the requirements of this Agreement and upon written approval by City, the City shall issue a final payment.

2.5 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request.

### **3. CITY'S RESPONSIBILITY.**

3.1. Information. The City will bid the work to be performed by a contractor and will provide daily on-site inspection during construction. The proposed design and engineering services during construction budget for the Project, which cannot be exceeded, is **\$315,000**. The construction budget for the overall project is \$ . During the design of the Project, the City shall provide the following information to the Engineer, which Engineer shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- City contract provisions for the contract documents
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction -
- Any other information maintained by the City which the Engineer requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way linework in CAD format and all other documentation already gathered and prepared by the City relating to the right-of-way.

3.2. Notice to Proceed. The City will notify the Engineer in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Engineer and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Engineer's services.

3.4. Extension of Time. Should the Engineer advise the City in writing of the existence of causes over which Engineer has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect or Deficiency. If the City becomes aware of any fault, defect or deficiency in the Project, it shall give prompt written notice thereof to the Engineer.

#### **4. DESIGN STANDARDS.**

4.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of AASHTO, MUTCD, APWA and AWWA specifications and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have 7 calendar days to cure such defect.

Engineer shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

Drawings shall be computer generated in AutoCAD format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

#### **5. COMPENSATION.**

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of **\$315,000** as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Engineer as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Engineer" must be authorized in advance and in writing by the City Manager. A summary

showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing. Engineer shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the Engineers most recent fee schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

### 5.3 Inspection/Audit.

5.3.1. Obligation to Maintain Accounts and Records. Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. City's Right to Inspect Work and Records. Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

**6. REPRESENTATIONS BY ENGINEER.** Engineer represents to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Engineer further represents that it will correct any identified deficiency in its work, at no additional cost to the City

## **7. PERIOD OF PERFORMANCE.**

7.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall commence work on the first phase and diligently pursue said phase to completion. Engineer shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Engineer shall provide the work and services described herein in accordance with the following schedule:

- See "Project Understanding and Work Plan" in EXHIBIT A

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Engineer shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

### 7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

7.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

7.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole

property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

**8. CITY REPRESENTATIVE.** The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Gordon Miner at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Gordon Miner specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

**9. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Tavis Timothy, P.E. Project Manager  
Hansen, Allen & Luce, Inc.  
1045 South 500 East, Suite 110  
American Fork, Utah 84003

Gordon Miner, City Engineer  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah

**10. DIRECTION OF WORK.**

10.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications, which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

10.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

## **11. OWNERSHIP AND USE OF DOCUMENTS.**

11.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be

liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement..

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

**12. ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

**13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

**14. CONFIDENTIALITY.** Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

15.1. Insurance. Engineer, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Engineer shall maintain insurance as provided in attached Engineers Insurance Certification – EXHIBIT C. At a minimum insurance shall include:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. PROFESSIONAL LIABILITY: \$2,000,000 per occurrence.
3. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. PAYMENT and PERFORMANCE BONDS: Not applicable to this project.

15.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Engineer has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

### 15.2. Indemnity.

15.2.1. The Engineer shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any negligent act, error or omission of the Engineer, any of the Engineer's employees or any subcontractor or the Engineers violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance. 15.2.2. City agrees to indemnify and save harmless Engineer, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance hereunder.

15.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by

Engineer, and Engineer is later found by a court of competent jurisdiction to have been negligent as aforesaid, Engineer agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.2.4. In the event that the Engineer's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Engineer's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.3. Limitation of Liability. Both parties (Engineer and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

**16. GOVERNMENTAL IMMUNITY.** Except for the City's obligations of indemnification as set forth in paragraph 15.2.2 above, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-101 et seq, (the "Act"). All claims against the City or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**17. INTERPRETATION, COURT.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

**18. FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

**19. SEVERABILITY; WAIVER.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

**21. INDEPENDENT CONTRACTOR.** Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**22. TITLES AND CAPTIONS.** The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**SARATOGA SPRINGS**

By \_\_\_\_\_  
MARK CHRISTENSEN, CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY RECORDER

**ENGINEER**

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH)  
. ss.  
County of Salt Lake )

On the day of \_\_\_\_\_, 2016, personally appeared before me  
\_\_\_\_\_ and \_\_\_\_\_ and did say that they are the  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, and that the  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**STANDARD FEE SCHEDULE**  
September 2015 – December 2016

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional .....	\$147.50/hr
Senior Professional II .....	\$136.90/hr
Senior Professional I .....	\$128.30/hr
Professional III .....	\$116.70/hr
Professional II .....	\$105.10/hr
Professional I .....	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer .....	\$97.60/hr
Senior Field Technician .....	\$97.60/hr
Field Technician .....	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS.....	\$130.00/hr
2 Man GPS Surveying Services - PLS.....	\$145.00/hr
Expert Legal Services .....	\$275.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



HANSALL-01 SBARKER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>American Insurance &amp; Investment Corp.</b> 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: <b>Shauna Barker</b>
	PHONE (A/C, No, Ext): <b>(801) 364-3434 643</b> FAX (A/C, No): <b>(801) 355-5234</b> E-MAIL ADDRESS: <b>Shauna.Barker@american-ins.com</b>
INSURED  <b>Hansen, Allen, &amp; Luce, Inc.</b> Attn: Paula Roberts 6771 South 900 East Midvale, UT 84047	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Travelers Ind Co of America</b> NAIC # <b>25666</b>
	INSURER B : <b>Peerless Indemnity Ins Co</b> <b>18333</b>
	INSURER C : <b>Travelers Indemnity Company</b> <b>25658</b>
	INSURER D : <b>Trumbull Insurance Company</b> <b>27120</b>
	INSURER E : <b>ACE American Insurance Company</b> <b>22667</b>
	INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>6806549L463</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ <b>5,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			<b>BA4840888</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			<b>CUP7813Y051</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<input type="checkbox"/> CLAIMS-MADE					\$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>34WECBQ4019</b>	<b>03/01/2015</b>	<b>03/01/2016</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>Prof Liab Claim Made</b>			<b>G25559162</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	<b>Per Claims Limit</b> \$ <b>5,000,000</b>
<b>E</b>	<b>Retro Date 2/06/87</b>			<b>G25559162</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	<b>Aggregate Limit</b> \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Insurance Verification Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **ZONE 2 SOUTH POND and TRANSMISSION LINE**

### **METHODOLGY AND PROCESS PROPOSED –**

As identified in the Master Plan the Secondary South Zone 2 requires equalization storage to meet summer demands that are increasing with recent large developments. The City has identified an approximate location for a large pond above Harbor Parkway in the foothills. The pond will be built in phases with an expected size for phase 1 of 10 acre-feet. The buildout capacity of the pond will be approximately 20 acre-feet. Due to the buildout size, the Utah Division of Water Rights, Dam Safety Section will likely classify the pond as High Hazard with all of the regulations associated. The pond will also require a 18-inch & 12-inch (3,000 LF) transmission pipeline to connect into the existing Zone 1 system. The pond site will also need to include space for a future Zone 3 pump station. The City’s preference is to construct the pond with a concrete liner.

#### **Conceptual Design & Property Acquisition**

It is anticipated that HAL will assist with a siting study to locate the pond and alignment for the transmission line. HAL will define an elevation corridor for the pond and conceptually grade three pond sites selected by the City. The conceptual design will provide preliminary grading for the phase 1 and buildout ponds and also layout a future pump station site. The study will provide a boundary for the buildout pond. The City can utilize the boundary when acquiring property for the pond. HAL will also provide a legal description of the proposed pond parcel for use by the City. HAL does not anticipate being involved in negotiations to purchase the property.

Alignments for the transmission line will be generated with input from the property owner and City. For the portion of the water line in Harbor Parkway, HAL will utilize City and Utility information. It is anticipated that the alignments will be within future roadways. HAL will coordinate with the developer engineer to properly place the transmission line in the developer’s roads. HAL will prepare easements for the water line that are required outside City ROW.

After the property for the pond has been acquired, HAL will perform a design level survey and cross sections of the area and utilize LiDAR data from the state. The HAL team will also provide a geotechnical investigation of the pond site. A design review meeting with the City will be attended by HAL. It is assumed that the spillway will discharge into an adjoining drainage.

#### ***Deliverables:***

- Siting study with parcel description
- Design survey
- Cost Estimate
- Geotechnical Investigation
- Conceptual Design

#### **Dam Safety and Pond Design Services**

Based on the design survey and geotechnical investigation, drawings and calculations will be prepared for submission to State Dam Safety. A breach analysis will be performed utilizing existing DTM/DEM or City topo information. A sunny day break will be performed with the FLO2D model. Also included in this task is additional coordination time with the State and addressing red lines from dam safety. An Emergency Action Plan (EAP) and Standard Operating Procedures (SOP) for the new reservoir will be provided to the State. It is anticipated that these documents will be similar to the City’s existing Israel Canyon Reservoir plans.

A 60% and 90% review meeting will be held with the City to discuss the design and receive direction. Upon approval of the City, a final design package will be prepared **which will include cross sections**, a grading plan, concrete liner plan, piping plan, and other necessary details. The plan set will also include the spillway outlet piping to a drainage assumed to be in close proximity. Plan drawings will be prepared on 11"x17 plan sheets.

***Deliverables:***

- 60%, 90% Design Meetings
- Dam Safety High Hazard Report
- Final Design Drawings

**Water Line Design**

As a base drawing, we will utilize the latest aerial photography and information obtained in the preliminary engineering tasks. A geotechnical investigation will establish the soil conditions along the alignment. Upon approval of the City and acquiring easements, a final design package will be prepared **which will include plan & profile views** for the new waterline at 1"=50' scale on 11"x17 plan sheets with necessary detail sheets for connections. HAL has produced a number of very similar design drawings this past year and is efficient at engineering these types of projects. HAL will review the design at 60% and 90% with the City.

***Deliverables:***

- 60%, 90% Design Review Meetings
- Final Transmission Design Drawings

**Bid Package & Bidding Assistance**

HAL will prepare two bid package for the pond, and water line improvements to include bid documents and construction specifications. Separate bid schedules will be prepared for the pond project and pump station project. City standard specifications will be used where possible. HAL will also provide bid assistance by answering contractor questions and if necessary providing addendums and attending the pre-bid meeting. HAL anticipates that plans and specs will be provided to contractors in PDF format.

***Deliverables:***

- Final Bid Document and Specifications
- Construction Cost Estimate and Schedule
- Bidding Assistance and Evaluation of Bids

**Construction Management**

HAL's role during construction will include response to RFI's, assist with the pre-construction meeting, provide a site observation visit at time of construction meeting, review submittals, attend weekly progress meetings, review change orders and pay requests, and closeout the project. Construction observation by HAL is assumed to be the following, full time for a month while the embankment is being constructed, and attendance at 18 concrete pours and half time for a month while piping and other miscellaneous construction is occurring. HAL also anticipates inspection of rebar before the concrete pours. For the water line construction it was assumed observation would be half time over two months.

***Deliverables:***

- Attend Weekly Construction Meetings

- Submittal reviews
- Recommendations for contractor change orders and payments
- Attend Final Walkthrough

## **PROPOSED SCHEDULE**

HAL has prepared a project schedule that provides for delivery of the design and bid package to the City within 7 months after a Notice to Proceed has been issued and the property has been acquired. The length of design is required due to the three month State review process and the month required for the geotechnical investigation. HAL can begin work immediately to assist with the siting study.

## **PROJECT ASSUMPTIONS**

The HAL Scope of Work and Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. Volume of pond will be approximately 10 acre-feet (to be expanded in future to approximately 20 acre-feet).
2. HAL will only coordinate with the City's SCADA consultant. The City will provide SCADA design services.
3. The pond will have a concrete lined bottom and on side slopes.
4. Drawings and technical specifications will be provided in PDF format for bidding.
5. The dam break analysis is proposed with a HEC-HMS generated dam break hydrograph and FLO2D modeling. The elevations data source is assume to the publicly available 10 meter DEMs.
6. A landscaping plan is not anticipated to be prepared by HAL.
7. The spillway/overflow will discharge into an adjoining drainage and will not require improvements.
8. A conditional use application is not required.
9. HAL will not provide material testing during construction.

## **PROPOSED FEE**

Based on the requirements of the City's Request and HAL's proposed work plan and associated assumptions, we propose to complete the work for a fee of \$169,400 for Design Services. In addition, as requested by the City, we propose to provide services during construction for \$101,900. A detailed manpower and cost estimate for the fee is provided on the following page.

# HAL PROPOSAL SPREADSHEET

CLIENT: **City of Saratoga Springs**  
 PROJECT: **South Zone 2 Pond, & Transmission**



Pha Task #	Task Activity	Billing Period	Hours											Total Hours	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT		
			Principal	Manging Prof.	Sr Prof II TBT/SJ	Sr Prof I BDM	Prof III JEB	GPS Survey	PEI	Sr. Designer	Design/Field Tech	Field Tech	CAD					Secretary	
<b>I CONCEPTUAL DESIGN &amp; PROPERTY ACQUISITION</b>																			
100	Project management, coordination, and communication	2			60											60	\$10,026.14		Includes weekly meetings during design (16)
101	Siting Study, Conceptual Design & Modeling	2			32			24		16						72	\$10,046.20		
102	Geotechnical investigation	2			2											2	\$315.09	\$25,850.00	AGEC
103	Topo survey	2			2				18							20	\$3,085.68		Survey
104	Prepare basemap	2			2			8		12						22	\$2,662.10		
105	Prepare conceptual layout of complete pond w/ PS	2			2			2		4						8	\$1,007.24		
106	Prepare conceptual layout of pond for Phase 1 Design	2			1			4		4						9	\$1,120.25		
107	Design review meeting with City	2			3			3								6	\$950.13		
108	Preliminary Drawings to 30%	2	11.4		9.3			13.2		22.8		64.8				121.5	\$15,292.52		
109		2														0	\$0.00		
110	Property acquisition and descriptions	2			8					16						24	\$2,946.76		
111		2														0	\$0.00		
112		2														0	\$0.00		
199	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$784.98		
SUBTOTAL HOURS/UNITS:			15.4	0	121.3	0	54.2	18	74.8	64.8	0	0	0	0	0	348.5			
SUBTOTAL:			\$2,648.80	\$0.00	\$16,605.97	\$0.00	\$6,325.14	\$2,340.00	\$6,702.08	\$6,324.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$48,237.10	\$25,850.00	Subconsultant Cost
<b>II DAM SAFETY &amp; PRELIMINARY DESIGN</b>																			
200	Dam Safety Application	2	4			2	24			16			5	4		55	\$6,903.41	\$1,050.00	AGEC
201	Dam breach analysis	2				26.5										26.5	\$3,923.74		
202	Meeting with Dam Safety	2	2		2											4	\$779.25		
203	Prepare drawings - 90%	2	22.8		18.6		26.4		45.6	129.6						243	\$30,585.05	\$2,500.00	DWA
204	Participate in review meeting with City	2	3		3		3									9	\$1,538.87		
205	Prepare Design Report with Cacts for Dam Safety	2	4.5							10						14.5	\$2,025.29		
206	Prepare SOP & EAP	2	2		2					16						20	\$2,535.09		
207		2														0	\$0.00		
208		2														0	\$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	2	4		4								5	4		8	\$1,415.17		
SUBTOTAL HOURS/UNITS:			42.3	0	29.6	28.5	53.4	0	45.6	171.6	0	0	5	4		380			
SUBTOTAL:			\$7,275.60	\$0.00	\$4,052.24	\$3,656.55	\$6,231.78	\$0.00	\$4,085.76	\$16,748.16	\$0.00	\$0.00	\$389.00	\$235.60			\$49,705.87	\$3,550.00	Subconsultant Cost
<b>III POND FINAL DESIGN &amp; BID ASSISTANCE</b>																			
300		2														0	\$0.00		
301	Coord SCADA design	2			4		4									8	\$1,171.30		
302	Prepare final design drawings	2	3.8		3.1		4.4		7.6	21.6						40.5	\$5,097.51		
303	Prepare cost estimate	2			2		4			4						10	\$1,313.08		
304	Prepare specs & bidding documents	2	4		8		16			24						52	\$6,951.04		
305	Participate in final review meeting with City	2			3		3									6	\$950.13		
306	Prequalification Packet & Evaluation of Qualifications	2			8		2									10	\$1,530.93		
307	Bid Assistance & attend pre-bid & bid opening	2	2		8		12			12						34	\$4,718.48		
308	Prepare Project Manuals & NOA	2					6							8		14	\$1,384.08		
309	Prepare cost estimate	2			2		4									6	\$856.20		
310		1														0	\$0.00		
399	Quality Control (QC) / Quality Assurance (QA)	2	4													4	\$784.98		
SUBTOTAL HOURS/UNITS:			13.8	0	38.1	0	55.4	0	7.6	61.6	0	0	0	8		184.5			
SUBTOTAL:			\$2,373.60	\$0.00	\$5,215.89	\$0.00	\$6,465.18	\$0.00	\$680.96	\$6,012.16	\$0.00	\$0.00	\$0.00	\$471.20			\$24,757.73	\$0.00	Subconsultant Cost
<b>IV WL FINAL DESIGN</b>																			
400	60% Design WL Drawings	2	2		8		16		20							46	\$5,925.28		Review Mtgs will be same time as Pond
401	90% Design WL Drawings	2			8		16		20							44	\$5,532.79		
402	Final WL Drawings	2			4		10		20							34	\$4,090.94		
499	Quality Control (QC) / Quality Assurance (QA)	2	8													8	\$1,569.96		
SUBTOTAL HOURS/UNITS:			10	0	20	0	42	0	60	0	0	0	0	0		132			
SUBTOTAL:			\$1,720.00	\$0.00	\$2,738.00	\$0.00	\$4,901.40	\$0.00	\$5,376.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$17,118.96	\$0.00	Subconsultant Cost
<b>V SDC</b>																			
500	Construction Management	2			8		4									12	\$1,944.81		
501	Submittal review and RFIs	2			16		8			16						40	\$5,430.47	\$1,000.00	DWA
502	Attend Weekly Site Mtg (Assume 24 Week Construction)	2			16		72									88	\$13,120.63		
503	Construction Observation Embankment (4 Weeks)	2														160	\$15,534.78	\$2,000.00	AGEC
504	Construction Observation Concrete (18 Pours @ 6hrs)	2											54			162	\$17,113.34		
505	Construction Observation Piping & Misc (1/2 of 4 Weeks)	2														80	\$8,143.62		
506	Constructino Observation WL (2 Month, 1/2 Time)	2			4		16			16						204	\$20,896.01		
507	Construction Survey Check & As-Builts	2			2		8		12	16						38	\$5,059.92		
508	Process & Prepare Pay Applications	2			3					8						11	\$1,386.39		
509	Process & Prepare Change Orders	2			2		2			4						8	\$1,042.52		
510	Final Walk Through	2			4		4									8	\$1,242.96		
511	Closeout Project & Final Contract Admin	2			2		8			8						10	\$1,397.31		
512	Engineering Office Support (2hrs/Week)	2			16		16			16						48	\$6,512.69		
SUBTOTAL HOURS/UNITS:			0	0	73	0	138	12	0	76	54	516	0	0		869			
SUBTOTAL:			\$0.00	\$0.00	\$9,993.70	\$0.00	\$16,104.60	\$1,560.00	\$0.00	\$7,417.60	\$5,270.40	\$40,144.80	\$0.00	\$0.00			\$98,825.45	\$3,000.00	Subconsultant Cost
<b>TOTAL HOURS BY EMPLOYEE:</b>			81.5	0	282	28.5	343	30	188	374	54	516	5	12					

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost	w/Contingency	Costs	
I	CONCEPTUAL DESIGN & PROPERTY ACQUISITION	\$40,946.47	\$2,806.00	\$48,237.10	\$25,850.00	\$74,100.00
II	DAM SAFETY & PRELIMINARY DESIGN	\$42,674.69	\$2,410.00	\$49,705.87	\$3,550.00	\$53,300.00
III	POND FINAL DESIGN & BID ASSISTANCE	\$21,218.99	\$1,237.00	\$24,757.73	\$0.00	\$24,800.00
IV	WL FINAL DESIGN	\$14,735.40	\$792.00	\$17,118.96	\$0.00	\$17,200.00
V	SDC	\$80,491.10	\$9,146.50	\$98,825.45	\$3,000.00	\$101,900.00
	<b>TOTAL:</b>	\$200,066.65	\$16,391.50	\$238,645.11	\$32,400.00	\$271,300.00

Filename: C:\Users\timothy\Desktop\2016-17 Water Improvements\Zone 1 Nth WL Costs.xlsm\Data Entry - Straight Hours

Assumptions: Construction Period - 6 Months  
 Construction Observation - 1/2 Time for 4 Weeks on Pond and 2 Months on WL, Full Time on Embankment and Concrete  
 Construction Staking & Testing by Contractor  
 Pay Applications - 7  
 Change Orders - 2  
 Engineering Office Support During Construction - 2hrs/Week

**SARATOGA SPRINGS ZONE 2 SOUTH POND & TRANSMISSION LINE PROJECT  
ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of September, 2016, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Hansen, Allen & Luce, Inc. ("Engineer"), 6771 South 900 East, Midvale, Utah 84047.

**PURPOSE:** The City desires to obtain consulting and engineering services from an experienced professional for the purpose of designing and engineering the **Zone 2 South Pond and Transmission Line Project**. The Engineer has submitted a Proposal, including a Fee Proposal, dated September 2016, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

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

**AGREEMENT TERMS**

**1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.**

1.1. Nature and Location of the Project. The Project shall be defined as **Zone 2 South Pond and Transmission Line Project** ("Project"). The Scope of Project Work is set forth in the Engineer's Proposal dated September 2016, as attached hereto as **Exhibits "A"**. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Travis Timothy, P.E. as Engineer's Project Manager. He or his successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Engineer will promptly correct and notify the City Representative of any defects or deficiency in the Project engineering work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with applicable professional and technical standards for engineering work of this nature at the local of the work. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

**2. BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Preliminary Design Phase. Engineer shall prepare all necessary preliminary plans and profile drawings illustrating the scale and relationship of the Project components and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2 Design Development Phase. From the approved preliminary drawings Engineer shall prepare all design development drawings and initial cost estimates necessary to fix, determine and describe the size and character of the entire Project as may be appropriate and necessary, and submit them for direction and approval, in writing, by the City.

2.3. Construction Document Phase.

2.3.1. Engineer shall prepare for approval by the City plans and specifications setting forth in detail the requirements for the construction of the Project.

2.3.2. Engineer shall promptly advise City of any adjustments to previous statements prepared by Engineer of probable construction cost.

2.3.3. Engineer shall, as directed by the City, also include in the contract documents additive and/or deductive alternates to permit adjusting construction costs to the proposed construction budget.

2.3.4. The drawings shall be computer generated in AutoCAD format. The final design drawings and the as-built drawings will be provided to the City in both hard copy and on computer disks compatible with the City's computer system.

2.4 Bidding and Construction Phase - Administration of the Construction Contract.

2.4.1. Following City's approval of the construction documents and of the latest statement of probable construction cost, Engineer shall provide a sufficient number of sets of bid documents per construction phase (plans and specifications) that may be needed, as determined by City, coordinate publishing of the bid (bid will be published by the City), attend the bid opening and make an abstract of bids.

2.4.2. The Construction Phase will commence at the date that plans are made available to the general contractors and will terminate when the final punch list is satisfactorily completed by the contractor and accepted as complete in writing by the City.

2.4.3. Engineer, as the advisor to the City during the Bidding and Construction Phase, shall

advise and consult with City. All of Engineer's instructions to the contractor shall be issued through and with authorization of the City Department overseeing the Project and the City Representative.

2.4.4. Engineer shall provide periodic observation of the work of the contractor as requested by the City as set forth in Exhibit "A" to help determine compliance with said Project plans and specifications for the work as contemplated by this agreement. Periodic observations exclude daily on-site observation also referred to Construction Observation Services as set forth in Exhibit "A". Any on-site observation services above periodic observation requested by the City may be compensated according to the compensation set forth in Exhibit "A" and the guidelines for "Additional and Special Services."

2.4.5. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall have no authorization except upon written direction of City to take any action with respect to the same.

2.4.6. Based on Engineer's observations at the site and on the contractor's applications for payment, Engineer shall advise the City of the amount owing to the contractor and City—so long as the work is authorized in advance and in writing by the City Representative—shall issue payment for the amount due. The issuance of a certificate for payment shall constitute a representation by Engineer to City, based on Engineer's observations at the site as provided in subparagraph 2.4.5 and the data comprising the application for payment, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By determining the amount for payment, Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

2.4.7. Engineer at the written direction of the City shall have authority to reject work that does not conform to the contract documents. Engineer shall inform the City of any work that does not conform to the contract documents with 24 hours of obtaining knowledge of such defect.

2.4.8. Engineer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept for the Project and for compliance with the information given in the contract documents.

2.4.9. Engineer shall prepare and City shall promptly approve or disapprove change orders.

2.4.10. Engineer shall conduct, in company with the City, field observations as reasonably needed to determine the dates of substantial completion and final completion, shall receive and review written guarantees and related documents assembled by the contractor, and, upon meeting the requirements of this Agreement and upon written approval by City, the City shall issue a final payment.

2.5 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request.

### **3. CITY'S RESPONSIBILITY.**

3.1. Information. The City will bid the work to be performed by a contractor and will provide daily on-site inspection during construction. The proposed design and engineering services during construction budget for the Project, which cannot be exceeded, is \$271,300. The construction budget for the overall project is \$ [REDACTED]. During the design of the Project, the City shall provide the following information to the Engineer, which Engineer shall have a right to rely on and does not have a duty to verify unless otherwise agreed to herein:

- City contract provisions for the contract documents
- City of Saratoga Springs Standard Specifications and Details for Municipal Construction -
- Any other information maintained by the City which the Engineer requests of the City in writing which the City has readily available and can supply without significant effort.
- Existing and acquired right-of-way linework in CAD format and all other documentation already gathered and prepared by the City relating to the right-of-way.

3.2. Notice to Proceed. The City will notify the Engineer in writing of the date from which time for completion of the Project will be counted, such notification being hereinafter referred to as "Notice to Proceed."

3.3. Examination of Documents and Rendering Decisions. The City shall promptly examine documents submitted by the Engineer and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Engineer's services.

3.4. Extension of Time. Should the Engineer advise the City in writing of the existence of causes over which Engineer has no control that may delay the work or were not reasonably foreseeable, the City, for good cause, may, subject to the City's discretion, extend the time specified for completion of the work. Any

extension shall not be valid unless received in writing.

3.5 Notification of Fault, Defect or Deficiency. If the City becomes aware of any fault, defect or deficiency in the Project, it shall give prompt written notice thereof to the Engineer.

#### **4. DESIGN STANDARDS.**

4.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of AASHTO, MUTCD, APWA and AWWA specifications and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have 7 calendar days to cure such defect.

Engineer shall submit copies of reports, plans and specifications, and prepare final drawings to the scale and in the detail specified by the City as follows:

Drawings shall be computer generated in AutoCAD format. Design drawings and record drawings will be provided to the City in both hard copy and on computer disks compatible to the City's computer system.

4.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within 30 days, all records, documentation, record drawings and materials prepared for or belonging to the City.

#### **5. COMPENSATION.**

5.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of **\$271,300** as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 5.2.2, or as otherwise agreed to in writing by the parties.

5.2. Method of Payment. The City shall pay the Engineer as follows:

5.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

5.2.2. Additional or Special Services. Payment for "Additional or Special Services of the

Engineer" must be authorized in advance and in writing by the City Manager. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing. Engineer shall submit an invoice for services performed and costs incurred for which it seeks payment. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project according to the Engineers most recent fee schedule set out on **Exhibit "B,"** attached hereto. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

### 5.3 Inspection/Audit.

5.3.1. **Obligation to Maintain Accounts and Records.** Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

5.3.2. **City's Right to Inspect Work and Records.** Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

5.4 **Final Payment.** Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

**6. REPRESENTATIONS BY ENGINEER.** Engineer represents to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Engineer further represents that it will correct any identified deficiency in its work, at no additional cost to the City

## **7. PERIOD OF PERFORMANCE.**

7.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall commence work on the first phase and diligently pursue said phase to completion. Engineer shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

7.2. Work Schedule. Except as may be changed in writing by the City, the Engineer shall provide the work and services described herein in accordance with the following schedule:

- See "Project Understanding and Work Plan" in EXHIBIT A

7.3. The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.4. Progress Schedule. Within ten (10) calendar days of the "Notice to Proceed", the Engineer shall submit to the City for review, evaluation, and approval, a progress schedule. This schedule shall be in the form of a "CPM network" or "bar chart" and shall be in sufficient detail to show the chronological relationship of all activities required to complete the design of the Project. Dates for any necessary submittals to the City and dates for reviews as specified by the Agreement shall be included. The schedule shall reflect completion of all work by the Agreement within the specified time and in accordance with the Agreement.

### 7.5. Termination, Suspension or Abandonment.

7.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

7.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

7.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination

shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

**8. CITY REPRESENTATIVE.** The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

Except as specifically provided herein (e.g., Additional or Special Services, *see* § 5.2.2.), the City's Representative shall be Gordon Miner at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Gordon Miner specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

**9. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Tavis Timothy, P.E. Project Manager  
Hansen, Allen & Luce, Inc.  
1045 South 500 East, Suite 110  
American Fork, Utah 84003

Gordon Miner, City Engineer  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah

## **10. DIRECTION OF WORK.**

10.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

10.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications,

which modifications shall be made without any additional cost to the City.

10.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 5.

#### 10.4. Disputes.

10.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

10.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

### **11. OWNERSHIP AND USE OF DOCUMENTS.**

11.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are

not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement..

11.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

11.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

11.2 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

**12. ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

**13. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

**14. CONFIDENTIALITY.** Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions

of this Agreement.

## **15. INSURANCE AND INDEMNIFICATION.**

15.1. Insurance. Engineer, at its own cost and expense, shall secure and maintain the following policies of insurance:

15.1.1. Engineer shall maintain insurance as provided in attached Engineers Insurance Certification – EXHIBIT C. At a minimum insurance shall include:

1. GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. PROFESSIONAL LIABILITY: \$2,000,000 per occurrence.
3. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. PAYMENT and PERFORMANCE BONDS: Not applicable to this project.

15.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Engineer has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

15.2. Indemnity.

15.2.1. The Engineer shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any negligent act, error or omission of the Engineer, any of the Engineer's employees or any subcontractor or the Engineers violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance. 15.2.2. City agrees to indemnify and save harmless Engineer, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance hereunder.

15.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by Engineer, and Engineer is later found by a court of competent jurisdiction to have been negligent as aforesaid, Engineer agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.2.4. In the event that the Engineer's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Engineer's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

15.3. Limitation of Liability. Both parties (Engineer and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

**16. GOVERNMENTAL IMMUNITY.** Except for the City's obligations of indemnification as set forth in paragraph 15.2.2 above, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-101 et seq. (the "Act"). All claims against the City or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

**17. INTERPRETATION, COURT.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

**18. FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

**19. SEVERABILITY; WAIVER.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party

as a waiver of any subsequent breach of the same by the other party.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

**21. INDEPENDENT CONTRACTOR.** Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**22. TITLES AND CAPTIONS.** The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**SARATOGA SPRINGS**

By \_\_\_\_\_  
MARK CHRISTENSEN, CITY MANAGER

ATTEST:  
\_\_\_\_\_  
CITY RECORDER

**ENGINEER**

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH)  
. ss.  
County of Salt Lake )

On the day of \_\_\_\_\_, 2016, personally appeared before me  
\_\_\_\_\_ and \_\_\_\_\_ and did say that they are the  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, and that the  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**STANDARD FEE SCHEDULE**  
September 2015 – December 2016

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional .....	\$147.50/hr
Senior Professional II .....	\$136.90/hr
Senior Professional I .....	\$128.30/hr
Professional III .....	\$116.70/hr
Professional II .....	\$105.10/hr
Professional I .....	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer .....	\$97.60/hr
Senior Field Technician .....	\$97.60/hr
Field Technician .....	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS.....	\$130.00/hr
2 Man GPS Surveying Services - PLS.....	\$145.00/hr
Expert Legal Services .....	\$275.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.





**Site Plan and Conditional Use Permit  
Marina Pump Station  
Tuesday, October 4, 2016  
Public Meeting**

Report Date:	Tuesday, September 27, 2016
Applicant:	City Initiated
Owner:	City of Saratoga Springs
Location:	~156 East Harbor Park Way
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	45:228:0058, 5.25 acres
Parcel Zoning:	R-3
Adjacent Zoning:	R-3, Low Density Residential
Current Use of Parcel:	Marina, undeveloped future park
Adjacent Uses:	Single family residential
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

---

**A. Executive Summary:**

The applicant is requesting Site Plan and CUP approval for the purpose of constructing a secondary irrigation pump station at the Marina. The pump station will use water from the Lake for irrigation purposes in the southern part of the City.

**Recommendation:**

**Staff recommends that the City Council conduct a public meeting, take public comment, review and discuss the proposal, and choose from the options in Section "H" of this report.** Options include approval with conditions, continuance, or denial.

**B. Background:** The City of Saratoga Springs is preparing to construct a new pump station at the Marina. The pump station will collect water from Utah Lake and pump into the existing

secondary water irrigation system. See additional details in the attached description from the applicant. The elevations are attached. The materials and colors will match the existing structures at the Marina (photo attached).

**C. Specific Request:** The applicant is requesting Site Plan and CUP approval for the Marina Pump Station prior to construction.

**D. Process:**

Section 19.13.04 indicates that site plans require a public hearing at the Planning Commission and that the City Council is the land use authority.

Section 19.15.02 states that all new Conditional Use Permits are required to be accompanied by a Site Plan application.

Section 19.15.03 indicates that new Conditional Use Permits require a public hearing at the Planning Commission and that the City Council is the land use authority.

**E. Community Review:** The application has been noticed as a public hearing in the *Daily Herald*, City website, and Utah Public Notice Website, and mailed notices have been sent to all property owners within 300 feet of the subject property at least 10 days prior to this meeting. The City has not received any public input as of the time of the completion of this report.

**F. General Plan:** The Land Use Element of the General Plan designates the subject property for Low Density Residential use. The General Plan describes states “The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City’s urban standards, single-family detached dwellings and open spaces.”

**Staff conclusion:** *Consistent. The application is for a public utility which is allowed as a Conditional Use in all land use zones.*

**G. Code Criteria:**

Compliance of the application to Title 19 is outlined below:

- **19.04, Land Use Zones – Complies.**
  - Conditional/permitted use: The site is within an existing parcel in the R-3 zone that has been dedicated as open space for the Marina Park. Public Utilities require a conditional use permit in this zone.
  - Lot size: The subject property complies with minimum lot size requirements of 10,000 square feet.
  - Setbacks: The building is set in the middle of the site and complies with building setback requirements of 25’ front, 8’/20’ sides, 25’ rear.
  - Lot Width/Lot Frontage/Height of structures/lot coverage/dwelling size: This is an existing parcel that complies with width and frontage requirements. The structure is approximately 26’ tall. The structure does not cover more than 50%

of the lot. This is not a dwelling, thus minimum dwelling size does not apply; the structure is 2,347 square feet.

- Open Space/sensitive lands: opens is not required with this application as the pump station is being constructed on a parcel dedicated for open space. Sensitive lands are not being counted towards density.
- **19.05, Supplemental Regulations – Complies.**
- **19.06, Landscaping – Can Comply.** The plans do not include a landscaping plan.
  - Staff recommends some planter beds around the building with some tall shrubs.
  - No grass or trees are recommended at this time.
  - A draft landscape plan is attached; a landscape and irrigation plan is needed.
- **19.09, Parking – Can Comply.** The parking requirements shall be determined by the Planning Commission. Staff does not recommend any parking stalls for this site as it will be accessed from the adjacent parking lot.
- **19.11, Lighting – Complies.** The proposed wall lights comply with code; they are full cutoff, 4000k lumens or less, directed downward, no taller than 16', .
- **19.12, Subdivision – Complies.** The pump house is proposed on an existing lot.
- **19.13, Process – Complies.** The process is outlined in Section D of this report.
- **19.14, Site Plan – Complies.**
  - The site plan and elevations were reviewed by the UDC on 9/12/16 and the following recommendations were made and then added to the plans:
    - There should be a sidewalk to the beach area now that there will be a building in this location.
      - A sidewalk has been added from the crosswalk to the existing sidewalk and a 36" curb cut has been noted at the low point of the access.
    - Provide a landscape plan with some xeriscaping and some trees.
      - A draft plan is attached; a final plan will be presented at the meeting.
    - It was noted that this is a tall building.
      - The height complies with the R-3 zone and is the height is needed for the equipment.
  - No screening of the building is recommended
  - Access will be from the existing parking lot
  - Interconnection is not applicable to this site plan
  - All utility lines will be underground
  - Grading and drainage shall be approved by the City Engineer
- **19.15, Conditional Use – Complies.** 19.15.05 outlines standards for additional conditions. However, no additional considerations are recommended.

#### H. Recommendation and Alternatives:

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

**Option 1 – approval**

“I move that the City Council **approve** the Marina Pump Station Site Plan and Conditional Use Permit with the findings and conditions in the staff report:”

**Findings**

1. The application is consistent with the General Plan, as articulated in Section “F” of the staff report, which section is incorporated by reference herein.
2. The application can comply with the criteria in section 19.04 of the Land Development Code, as articulated in Section “G” of the staff report, which section is incorporated by reference herein.

**Conditions:**

1. All conditions of the City Engineer shall be met.
2. A landscape and irrigation plan shall be submitted that includes planter beds around the building with tall shrubs and possibly trees and xeriscape.
3. Any other conditions or changes as articulated by the City Council:

---



---

**Option 2 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Marina Pump Station Site Plan and Conditional Use Permit to another meeting on [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

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

**Option 3 – Denial**

The City Council may also choose to deny the application. “I move to **deny** the Marina Pump Station Site Plan and Conditional Use Permit with the findings below:

1. The application is not consistent with the General Plan, as articulated by the City Council: \_\_\_\_\_, and/or,
2. The application is not consistent with Section [19.04] of the Code, as articulated by the City Council: \_\_\_\_\_.

**I. Exhibits:**

1. Engineering staff report
2. Location Map
3. Project Description
4. Elevations and Photo of colors/materials
5. Proposed Site Plan
6. Draft landscape plan
7. Lighting plan
8. PC draft minutes, 9/22/16

# Planning Commission Staff Report

**Author:** Gordon Miner, City Engineer  
**Subject:** Marina Pump Station  
**Date:** September 8, 2016  
**Type of Item:** Site Plan Approval



## Description:

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

## B. Background:

*Applicant:* City of Saratoga Springs  
*Request:* Site Plan Approval  
*Location:* Approximately 250 E Harbor Park Way (4000 S)  
*Acreage:* Approximately 1 acre

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

## D. Conditions:

- A. Meet all engineering conditions and requirements in the construction of the project.
- B. All review comments and redlines provided by the City Engineer are to be complied with and implemented with the approved construction drawings.
- C. Submit easements for all public utilities not located in the public right-of-way.
- D. Final plans shall include a Stormwater Pollution Prevention Plan (SWPPP) that complies with all City, UPDES and NPDES storm water pollution prevention requirements.
- E. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- F. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.

# Marina Pump Station Vicinity Map



Proposed Marina Pump Station

Existing Sanitary Sewer Lift Station

Existing Restroom

1000 ft



## City of Saratoga Springs Marina Pump Station

The City of Saratoga Springs (City) is preparing to construct a new pump station at the marina located at approximately 250 East Harbor Park Way. The pump station will collect water from Utah Lake and pump into the existing secondary water irrigation system. A submerged intake screen will take water from the lake through the screens and pipeline to a wet well below the building. Vertical turbine pumps located in the pump station will have column pipe extending into the wet well.

The pump station will be constructed with concrete masonry unit (CMU) blocks with a standing seam metal roof. The blocks will be natural tone colors similar to the existing restroom building at the marina. The metal roofing will also match the green roof of the restrooms. Skylights will be included above each of the pumps for installation and removal for maintenance and replacement.

The pump station will be located as close to the lake as practical without encroaching into the state owned lands. The location of the pump station will provide for better hydraulic operation of the pumps and will reduce the amount of excavation required to construct the wet well.

For normal day to day operation of the pump station all activities will be inside the building. Small trees and shrubs will be planted mainly on the north and south sides of the building. The west side of the building site will be mostly open and landscaped with decorative gravel to allow for access of cranes to install the pumps and remove them for maintenance.

Access to the pump station will be by an asphalt pavement access road to a small parking area on the east side of the building. Access will be restricted by a gate or removable bollards. Storm water runoff will be controlled by concrete curb and gutter around the access road and parking area. Traffic to the pump station will on the order of one vehicle every 4 to 8 hours during the irrigation season (April 15 to October 15). Additional traffic can be expected for start-up and shut-down of the pump station before and after the irrigation season.

The pump station will mostly be unmanned during operation. A supervisory control and data acquisition (SCADA) system will be included on the design of the pump station to allow operators to control the pump station remotely. The pump station will be operated 24 hours a day during the irrigation season. The pump station construction will include acoustical drywall, acoustical noise panels, and acoustical insulated doors to reduce the noise level outside of the building. Lighting will be provided around the building and will be downward facing fixtures similar to the existing lights on the jetty and park. The building will be locked will not have any exterior features that will be a hazard to the public. The location of the pump station adjacent to the lake is necessary to reduce construction costs to the public, will provide for more efficient operation of the pumps, and will provide for easier maintenance of the system.

The special standards and considerations governing particular uses per Section 19.15.06 do not apply to this project.

The pump station floor elevation will be approximately 6.5 feet above the 100-year flood level of Utah Lake. Therefore flooding should not be a concern for this project. There are not any geologic hazards, faults, flood plains, or landslide areas in the vicinity of the pump station. There will not be any outdoor signs or advertising for the project.

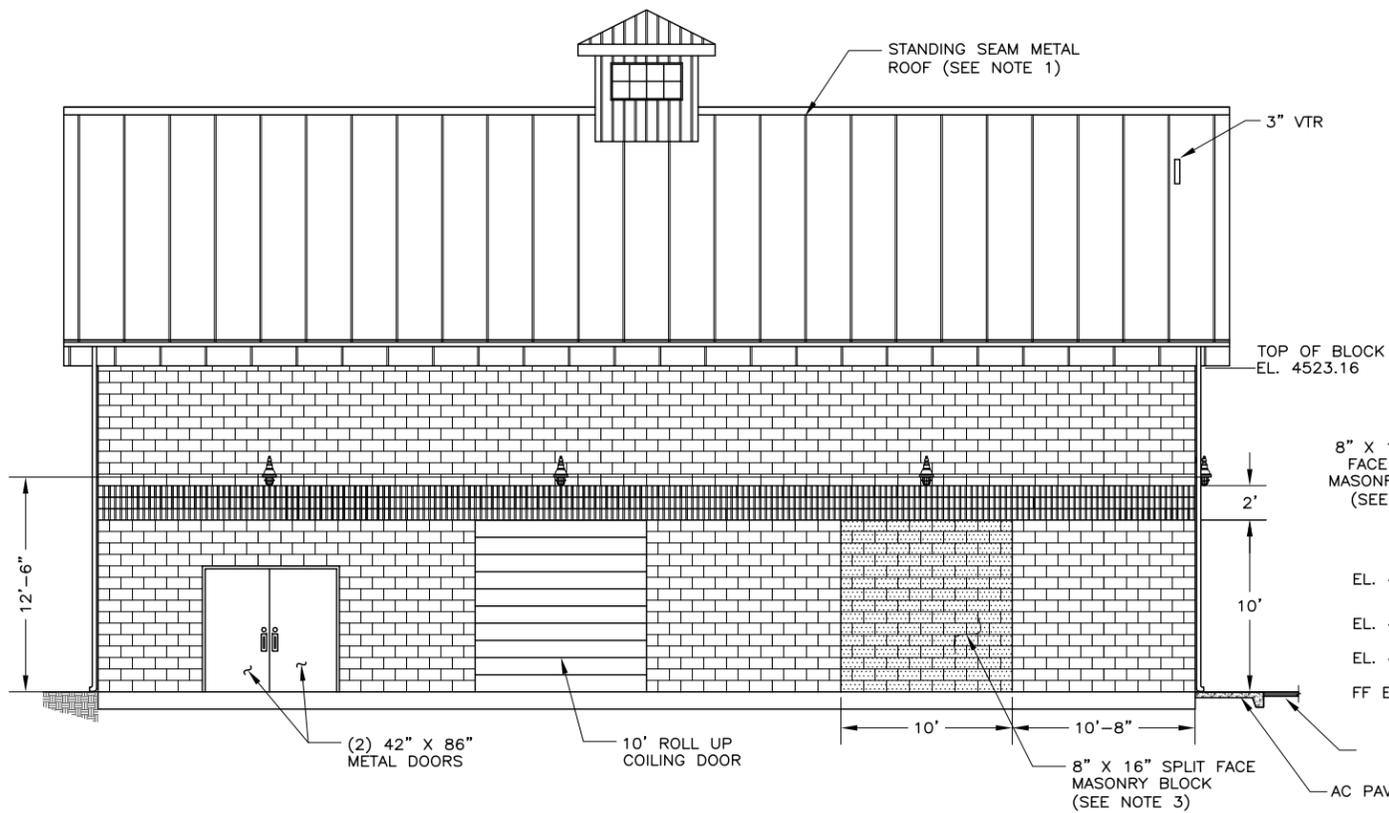
There will be limited culinary water use at the pump station for wash down and cooling systems. Wastewater will flow by gravity from the pump station to the existing lift station adjacent to the existing restrooms. One existing storm drain pipe will be relocated to allow for construction of the building. The pump station is located at the end of the storm drain system and should therefore not impact any existing users in the vicinity.

A storm detention pond is not recommended for this project. The existing site is mostly gravel with very little vegetation. Increased runoff due to the project will be minimal compared to existing conditions. Storm water from the roof will be collected in gutters and diverted to a buried collection pipe that will be connected to the existing storm drain pipe on the site. A detention pond would delay discharge and would therefore combine with upstream flows creating higher flows in the system. By not having a detention pond, flows would almost immediately be discharged into the receiving stream which is Utah Lake and would be less of a strain on the storm drain system.

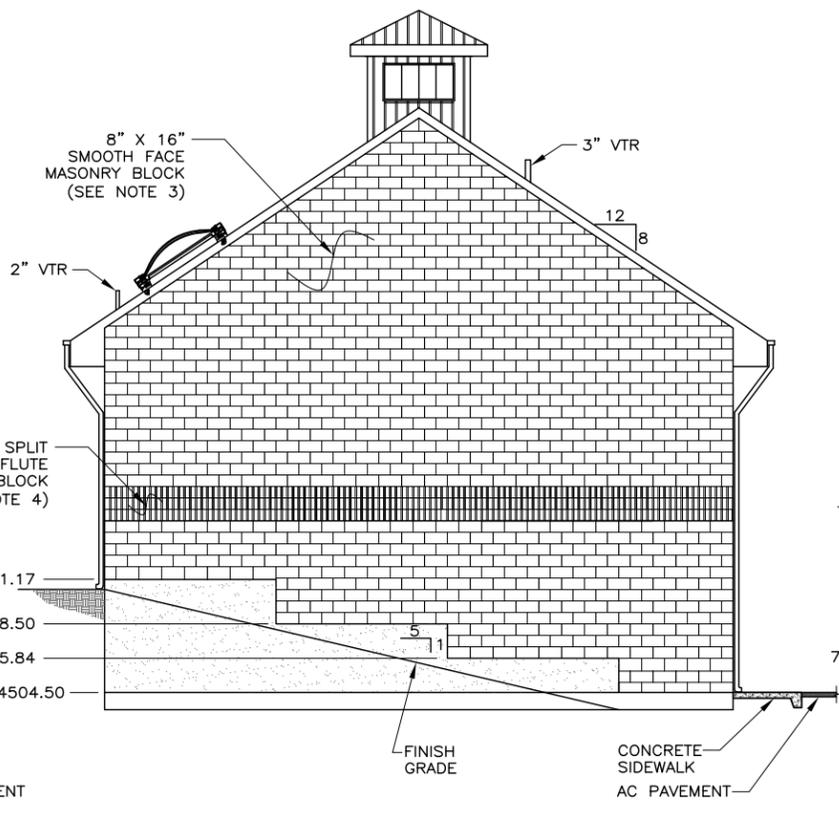
The pump station is not located in any sensitive areas and will be constructed on a site that has been previously disturbed by other construction activities. The site has about 4 to 6 feet of fill from previous construction that will need to be removed during the construction of the pump station.

There will be minimal changes to the existing contours at the site and therefore little impact to erosion. The site will be landscaped similar to the existing marina park area with trees, shrubs, and grass areas. The site will remain open without any fencing.

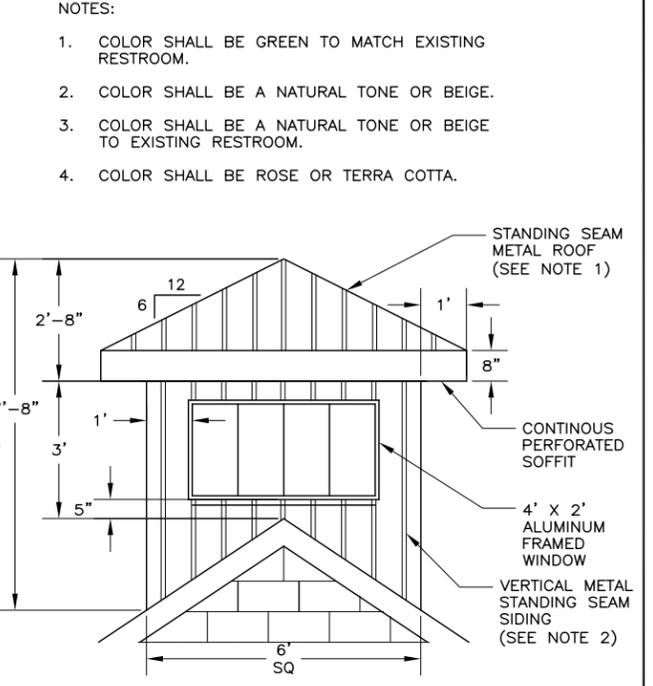
FILE NAME: PROJECTS\360 - SARATOGA SPRINGS CITY\10.100 HARBOR MARINA PUMP STATION\CAD\WORKING\A-1 ELEVATIONS.DWG  
 FILE DATE: 8.25.2016 10:10:37 (BKC)



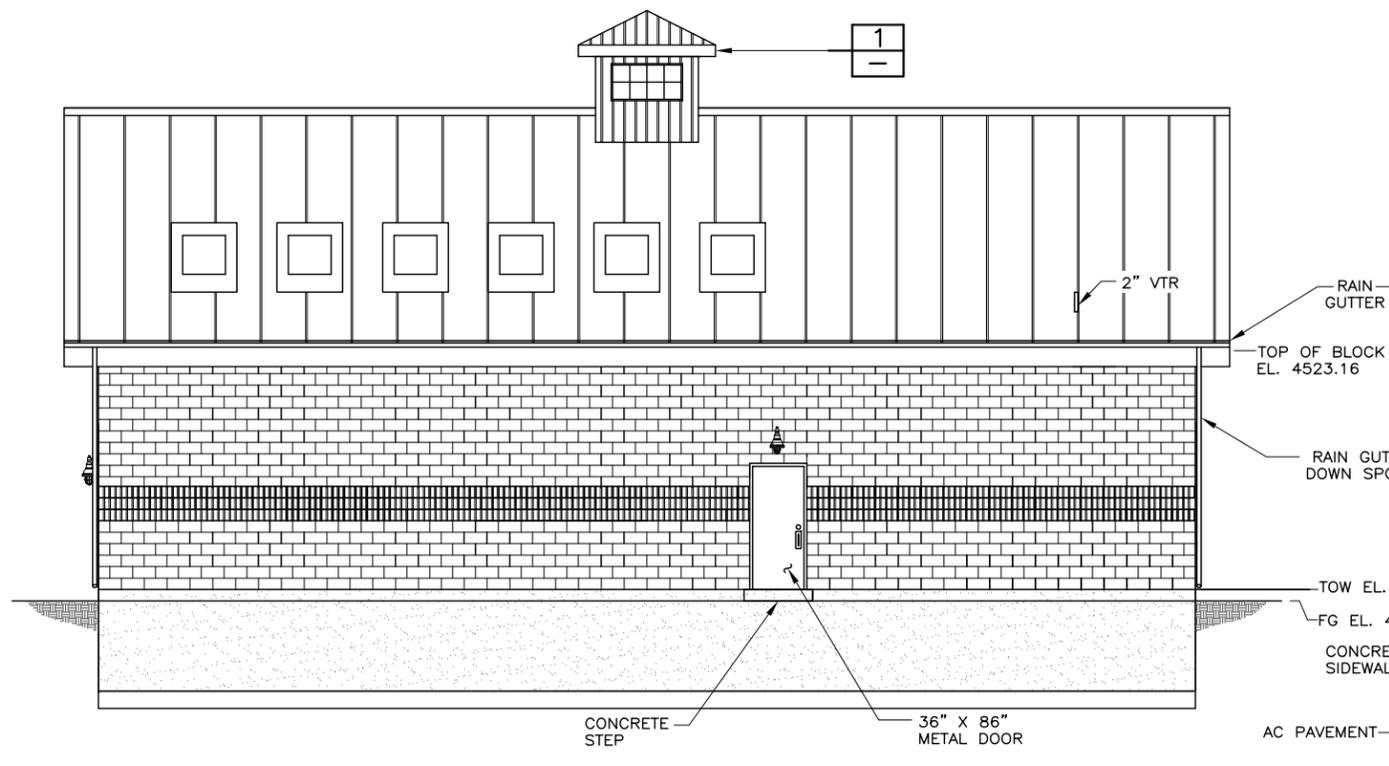
**EAST ELEVATION**



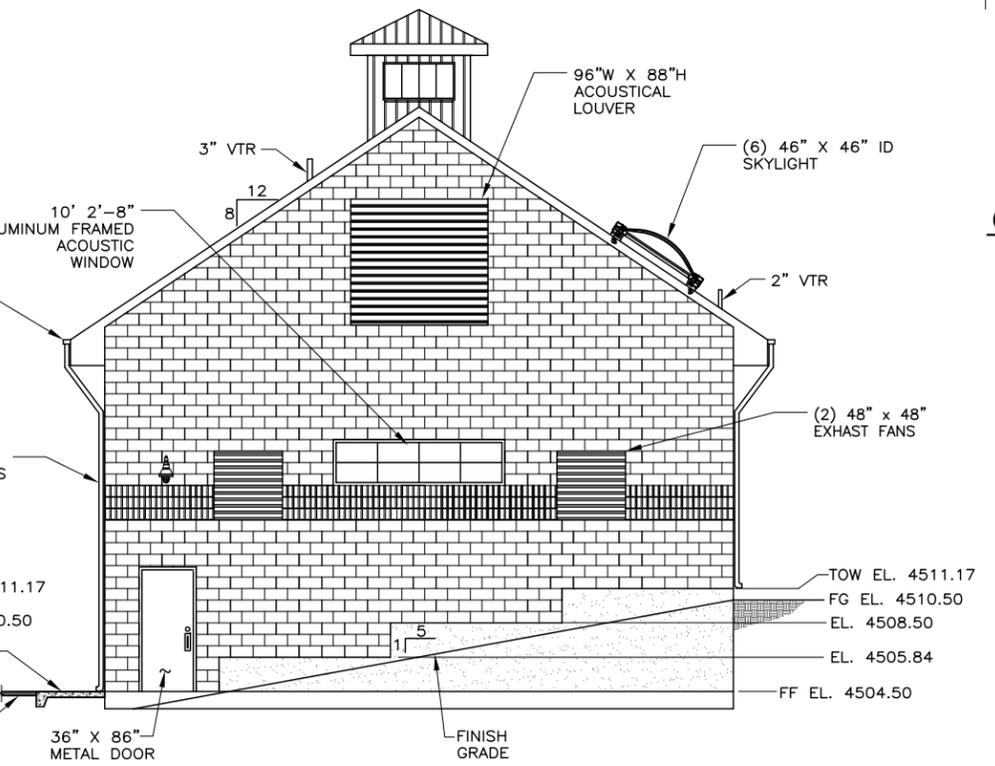
**SOUTH ELEVATION**



**CUPOLA DETAIL 1**



**WEST ELEVATION**



**NORTH ELEVATION**

- NOTES:
1. COLOR SHALL BE GREEN TO MATCH EXISTING RESTROOM.
  2. COLOR SHALL BE A NATURAL TONE OR BEIGE.
  3. COLOR SHALL BE A NATURAL TONE OR BEIGE TO EXISTING RESTROOM.
  4. COLOR SHALL BE ROSE OR TERRA COTTA.

**PROGRESS PRINT**  
 DATE: 9.02.2016  
 Not to be used for construction.  
 Hansen, Allen, & Luce, Inc.  
 Consultants/Engineers

	DESIGNED	MMC	3	REVISIONS NO. DATE	SCALE $\frac{3}{16}'' = 1'$		MARINA PUMP STATION ARCHITECTURAL ELEVATIONS	SHEET
	DRAFTED	BKC	2					BY
PROJECT ENGINEER	CHECKED	DATE	AUGUST 2016					360.10.100





COORDINATE TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	7274857.30	1536912.91	4504.50	NE BLDG CORNER
2	7274811.81	1536957.93	4504.50	SE BLDG CORNER
3	7274786.01	1536931.86	4510.50	SW BLDG CORNER
4	7274831.51	1536886.85	4510.50	NW BLDG CORNER
5	7274832.49	1536867.10	4509.78	TBC PC R=24'-6"
6	7274867.07	1536864.85	4507.98	TBC PT
7	7274870.13	1536867.54	4507.66	TBC PC R=24'-6"
8	7274871.21	1536903.37	4505.06	TBC PT
9	7274862.96	1536911.53	4504.83	TBC
10	7274815.32	1536961.48	4504.50	TBC
11	7274825.52	1536971.79	4503.97	TBC PC R=10'
12	7274839.66	1536971.86	4503.66	TBC PT
13	7274884.88	1536927.12	4503.34	TBC PC R=50'-6"
14	7274882.67	1536853.26	4507.32	TBC PT
15	7274879.63	1536850.59	4507.18	TBC PC R=24'-6"
16	7274877.42	1536815.97	4508.75	TBC PT
17	7274854.92	1536841.55	4508.91	ACCESS ROAD BEGIN CL
18	7274875.55	1536859.66	4507.42	ACCESS ROAD CL PC R=38'-8"
19	7274877.27	1536917.06	4504.07	ACCESS ROAD CL PT
20	7274825.18	1536968.60	4504.20	ACCESS ROAD CL END

**NOTES**

- DEMOLISH EXISTING 36" HDPE AND DISPOSE OF MATERIAL OFF-SITE AT AN APPROVED LANDFILL.
- SLOPE SIDEWALK 0.02 FT/FT AWAY FROM BUILDING.
- SAWCUT EXISTING 36" HDPE AND INSTALL NEW 60" DIAMETER PRECAST CONCRETE MANHOLE.
- CONNECT RAINGUTTER DOWNSPOUTS TO DRAINAGE PIPES WITH 4" SDR 35 PIPE AT 2% SLOPE.
- REMOVE AND RESTORE EXISTING LIGHT POLE AND PAVILLION.
- 4 FT WIDE BY 12 INCH DEEP BY 7 INCH HIGH CONCRETE STEP WITH SAFETY NOSING.
- CONTRACTOR SHALL COORDINATE WITH THE CITY TO DETERMINE EXIST 2-INCH PIPE LOCATION AND MATERIAL. CONNECT TO EXISTING PIPE WITH NEW TEE AND BURIED CORP STOP WITH VALVE BOX
- INSTALL 2 FT LONG 24" DIP SPOOL AND CAP END AND RESTRAIN WITH MEGA-LUG AND THRUST BLOCK.
- SURGE TANK TO BE INSTALLED WHEN PUMP STATION IS EXPANDED TO 10,000 GPM MAXIMUM CAPACITY. MINIMUM ANTICIPATED SURGE TANK SIZE IS 200 CUBIC FEET.



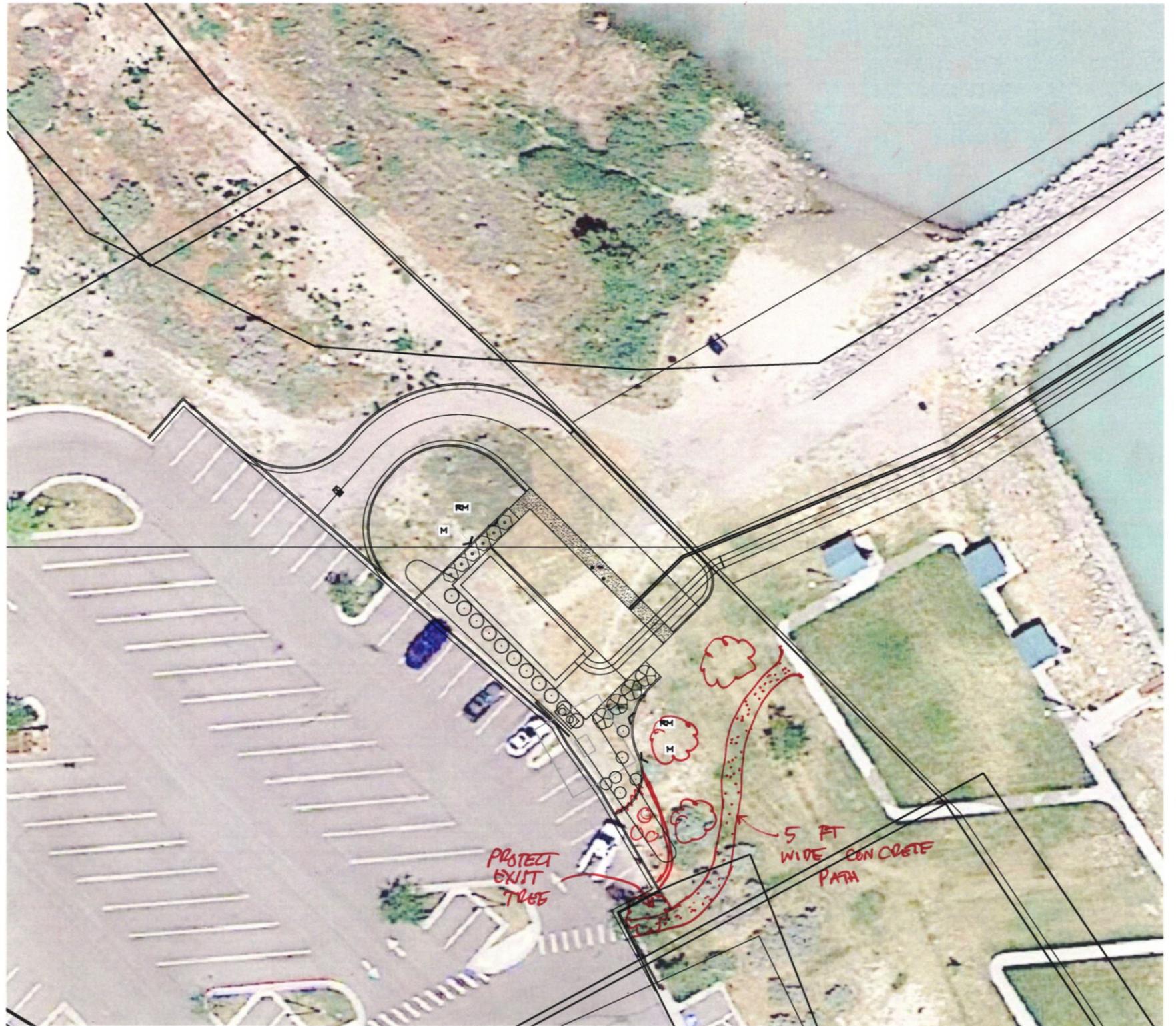
**PROGRESS PRINT**  
 9.14.2016  
 DATE  
 Not to be used for construction.  
 Hansen, Allen, & Luce, Inc.  
 Consultants/Engineers

FILE NAME: PROJECTS\360 - SARATOGA SPRINGS CITY\10:100 HARBOR MARINA PUMP STATION\CAD\WORKING\C-2\_PUMP STATION SITE PLAN.DWG  
 FILE DATE: 9/14/2016 10:02:10 (JRB)

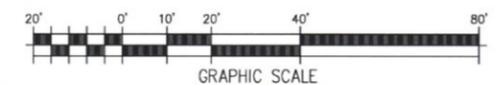
	DESIGNED MMC	3				SCALE AS SHOWN 	MARINA PUMP STATION CIVIL PUMP STATION SITE PLAN	SHEET	C-2
	DRAFTED JRB	2						360.10.100	
PROJECT ENGINEER	CHECKED TBT	1							
DATE SEPTEMBER 2016	NO.		DATE		REVISIONS	BY	APVD.		

PLANT SCHEDULE						
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	FIELD3
	6	Cornus alba 'Elegantissima'	Silveredge Dogwood	Container	5 gal	
	4	Hibiscus syriacus	Rose Of Sharon	Container	5 gal	
	6	Perovskia atrypicifolia 'Filigran'	Russian Sage	Container	2 gal	1 GPM Emittter
	11	Physocarpus opulifolius 'Coppertina'	Coppertina Ninebark	Container	5 gal	

MISC	
	6'x6' Cast-in-place Concrete Mowstrip
	Install 3" depth 3/4" - 1 1/4" washed Southtown Cobble (Utah Landscape Product) OR 3" depth 3/4" - 1 1/4" washed Nebo Cobble (Staker Parson). Install over DeWitt Pro-5 Weed Barner.
NOTES:	1. See details and specifications for additional information.



### Landscape Plan



MARINA PUMP STATION

FILE NAME:  
FILE DATE:



DESIGNED	EAL	3	
DRAFTED		2	
CHECKED	EAL	1	
PROJECT ENGINEER	DATE	SEPTEMBER 2016	NO. DATE

REVISIONS			
NO.	DATE	BY	APVD.

SCALE  
AS SHOWN

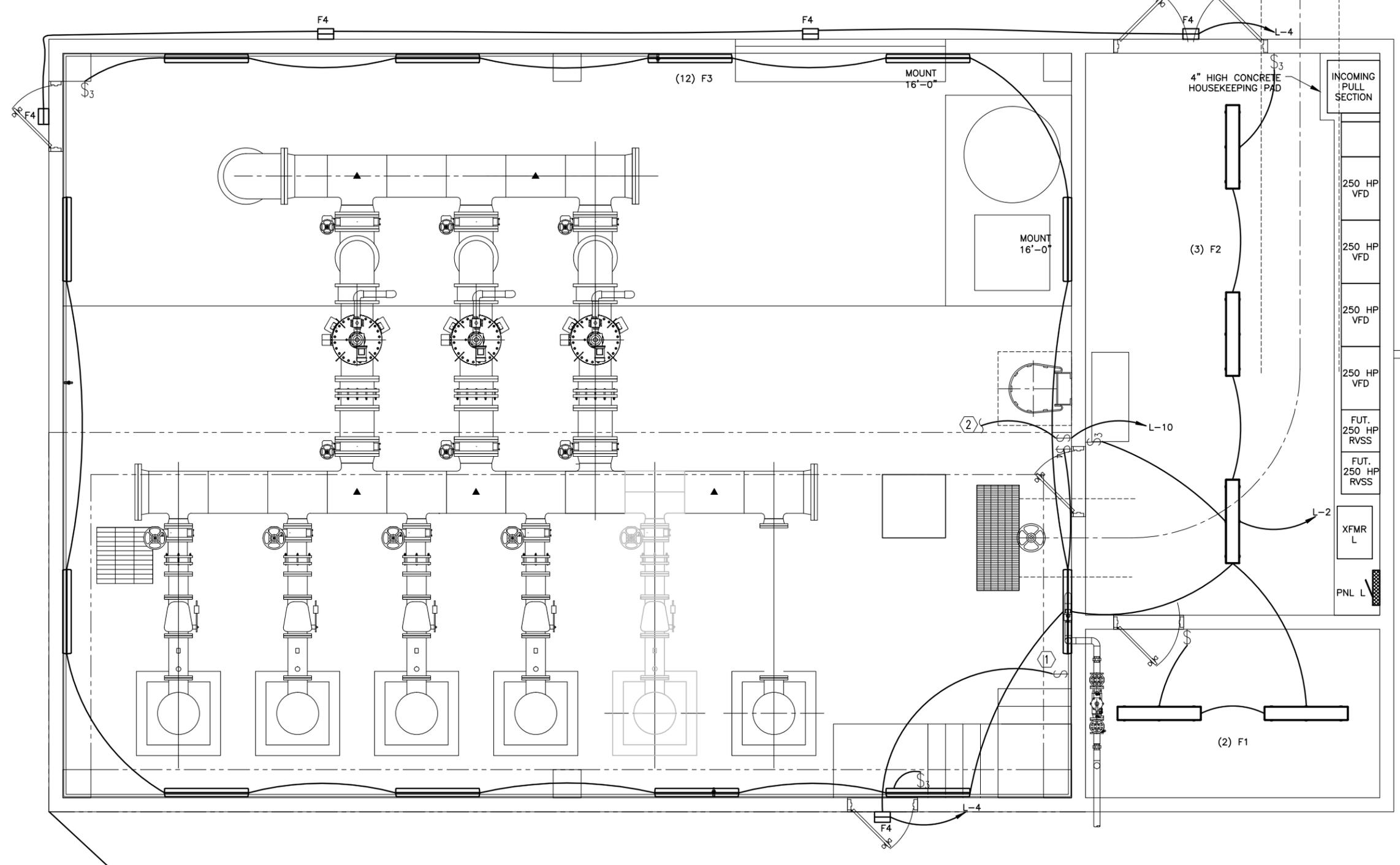
SHEET  
**L1.1**  
380.10.100

**GENERAL NOTES:**

1. REFER TO ONE-LINE/PANEL SCHEDULES AND THE CABLE/CONDUIT SCHEDULE FOR WIRE AND CONDUIT REQUIREMENTS.
2. REFER TO BUILDING EXTERIOR PLANS FOR MOUNTING HEIGHT OF OUTSIDE FIXTURES.

**SHEET KEYNOTES:**

1. PHOTOCELL IN LIGHT FIXTURE TO CONTROL ALL OUTSIDE LIGHTS DUST TO DAWN. SWITCH TO OVERRIDE PHOTOCELLS.
2. UP TO LIGHTS IN ATTIC.



**1 PUMP STATION LIGHTING PLAN**  
 3/8" = 1'-0"

FILE NAME:  
 FILE DATE:



PROJECT ENGINEER

DESIGNED	KBH	3
DRAFTED	GDS	2
CHECKED	KBH	1
DATE	AUGUST 2016	NO.

NO.	DATE	REVISIONS	BY	APVD.

SCALE  
 1 IN.



MARINA PUMP STATION  
 ELECTRICAL  
 PUMP STATION LIGHTING PLAN

SHEET  
**E6.3**  
 360.10.100

**FIXTURE SCHEDULE**

TYPE	DESCRIPTION	NAME	MANUFACTURER CATALOG NO.	FDX VA	LAMP	MOUNTING	NOTES:
F1	4' LED ENCLOSED INDUSTRIAL, FIBERGLASS HOUSING, DAMP LOCATION, MVOLT, 4,000 LUMENS	METALUX	4VT2LED-LD1-4-DR-UNV-L840-CD-1-U	38	FURNISHED	SURFACE	CHAIN HANG 10'-0" AFF
F2	4' LED ENCLOSED INDUSTRIAL, FIBERGLASS HOUSING, DAMP LOCATION, MVOLT, 6,000 LUMENS	METALUX	4VT2LED-LD1-6-DR-UNV-L840-CD-1-U	56	FURNISHED	SURFACE	CHAIN HANG 10'-0" AFF
F3	4' LED ENCLOSED INDUSTRIAL, FIBERGLASS HOUSING, DAMP LOCATION, MVOLT, 11,000 LUMENS	METALUX	4VT4LED-LD1-11-DR-UNV-L840-CD-1-U	102	FURNISHED	WALL	MOUNT 10'-0" AFF EXCEPT WHERE NOTED
F4	LED WALL MOUNTED CYLINDER CUTOFF MINI AREA WALL PACK FOR WET LOCATIONS LED WALL PACK	SPECTRUM	SPC06091LED-14W-MD-E2-F5-CBA-WM-CBA	12	INCL	WALL	
F5	LED ATTIC STRIP LIGHT	METALUX	4SLSTP4040DD-LRV	43	FURNISHED	CEILING	
F6	LED POST TOP MOUNTED DECORATIVE PEDESTRIAN FIXTURE FOR WET LOCATIONS WITH PHOTO CELL	CYCLONE LIGHTING	SS-CL52T4-44LED 6390TF-BK (FIXTURE HEAD) 14EFA-5.0-TT-3X3-AB (DECORATIVE POLE) 16" VIRG(NAME)-BK (DECORATIVE BASE)	45	FURNISHED	POST TOP	MOUNT ON 14'-0" EXTRUDED ALUM. DECORATIVE POLE & BASE

**EQUIPMENT SCHEDULE**

ITEM	DESCRIPTION	EQUIPMENT RATING						DISCONNECT					STARTER		REMARKS	
		VOLTS	PH	HP	WATTS	FLA	MCA	AMPS	VOLTS	POLES	NEMA	FUSE	CONNECTION	TYPE		NEMA SIZE
AB-01	AIR BLAST UNIT & AIR COMPRESSOR	480	3	10		11	-	-	-	-	-	-	HARD-WIRED	INCL.	-	
AC-02	FUTURE AIR COMPRESSOR	480	3	5		7.6	-	30	600	3	1	-	HARD-WIRED	INCL.	-	
G-001	GRINDER (FUTURE)	480	3	5	6311	7.6	-	SUPPLIED WITH GRINDER PANEL					HARD-WIRED	INCL.	-	
BC-01	BRIDGE CRANE	480	3	2	6393	7.7	-	30	600	3	1	-	HARD-WIRED	INCL.	-	
P-101	IRRIGATION PUMP	460	3	200		240	-	400	600	3	1	N/A	HARD-WIRED	VFD	250 HP	NOTE 1.
P-102	IRRIGATION PUMP	460	3	200		240	-	400	600	3	1	N/A	HARD-WIRED	VFD	250 HP	NOTE 1.
P-103	IRRIGATION PUMP	460	3	200		240	-	400	600	3	1	N/A	HARD-WIRED	VFD	250 HP	NOTE 1.
P-104	IRRIGATION PUMP	460	3	200		240	-	400	600	3	1	N/A	HARD-WIRED	VFD	250 HP	NOTE 1.
P-105	FUTURE IRRIGATION PUMP	460	3	250		291	-	400	600	3	1	N/A	HARD-WIRED	RVSS	250 HP	
P-106	FUTURE IRRIGATION PUMP	460	3	250		291	-	400	600	3	1	N/A	HARD-WIRED	RVSS	250 HP	
P-107	WET WELL DRAIN PUMP	460	3	7.5		11	-	30	600	3	1	-	HARD-WIRED	FVNR	1	
P-201	INTAKE STRUCTURE DEBRIS PUMP	460	3	5		7.6	-	30	600	3	3R	-	HARD-WIRED	FVNR	0	

NOTES: 1. REFER TO TYPICAL VFD CONTROL DIAGRAM ON E2.4.  
2.

**MECHANICAL EQUIPMENT SCHEDULE**

ITEM	DESCRIPTION	EQUIPMENT RATING						DISCONNECT					STARTER		REMARKS	
		VOLTS	PH	HP	WATTS	FLA	MCA	AMPS	VOLTS	POLES	NEMA	FUSE	CONNECTION	TYPE		NEMA SIZE
EF.1	EXHAUST FAN	208	3	.5	899	2.5							HARD-WIRED	FVNR	0	STARTERS BY MECH. CONTR.
UH.2	UNIT HEATER	480	3	-	10,000	12		30	240	3	1	-	HARD-WIRED	INCL.	-	
UH.1	UNIT HEATER	480	3	-	5,000	6							HARD-WIRED	INCL.	-	NOTE 1.
BBH.1	BASEBOARD HEATER	208	3	-	3,000	8.34							INCL.		-	
AH.1	AIR HANDLER	208	3	-	-	-	17	30	240	3	1	30	HARD-WIRED	INCL.	-	
AH.2	AIR HANDLER	480	3	-	-	-	22	60	600	3	1	35	HARD-WIRED	INCL.	-	
CU.1	CONDENSING UNIT	480	3	-	-	-	47	60	600	3	3R	60	HARD-WIRED	INCL.	-	

NOTES: 1. NO DISCONNECT REQUIRED AS PANELBOARD IS WITHIN SITE OF LOAD.



**COMMERCIAL / INDUSTRIAL CUSTOMER INFORMATION SHEET**

Please complete this form and return to the Estimator assigned to your job

**Business Information**

Name of Customer's Business: Saratoga Springs Marina PS Phone No: Request Number:  
Address: Fax No:  
Person responsible for advance and contract billing (if different than monthly billing customer):  
Address: Street Address City, State, Zip E-mail Address:  
Building Square Footage: Note: Please breakdown into warehouse, office and manufacturing if applicable  
Hours of Operation (include days & hours):

**Service Description**

Desired Secondary Voltage: 3 Phase 277/480 V If 'other' list here Note: Not all voltages may be available  
Panel Size (in Amps): 2,000 Number of Meters: 1 List addresses for each above  
Nearest Pole or Equipment number: Type of Service Desired: Underground  
Electrical Contractor: Phone #:

**Load List (attach additional sheets if necessary)**

Description	Phase and Voltage	New Load to be added	Load to be removed	Total Connected Load after changes	Unit
HVAC (name plate rating)	3 Phase 277/480 V	5	-	5	Tons*
Refrigeration Equipment	1 Phase 120/240 V	-	-	-	Tons*
<b>Total connected Tons</b>				<b>5 Tons</b>	
Exhaust Fans	1 Phase 120/240 V	2	-	2	HP
Gas/Fuel/Sump Pump	1 Phase 120/240 V	0.75	-	0.75	HP
Small Motors (include motor codes)	3 Phase 277/480 V	600	-	600	HP
Air Compressor	3 Phase 277/480 V	10	-	10	HP
Swimming Pool	1 Phase 120/240 V	-	-	-	HP
Largest Motor (not included above) & code	1 Phase 120/240 V	200	-	200	HP
<b>Total connected HP</b>				<b>812.75 HP</b>	
Electric Heat	3 Phase 277/480 V	20	-	20	kW
Water Heating	1 Phase 120/240 V	-	-	-	kW
Lighting	1 Phase 120/240 V	1.5	-	1.5	kW
Outlets	1 Phase 120/240 V	1.6	-	1.6	kW
Office Equipment	1 Phase 120/240 V	-	-	-	kW
Kitchen Equipment	1 Phase 120/240 V	-	-	-	kW
Computers, Magnetic Power Supplies	1 Phase 120/240 V	1.3	-	1.3	kW
Machinery	3 Phase 277/480 V	-	-	-	kW
Thermoplastic Injection Equipment	1 Phase 120/240 V	-	-	-	kW
Elevators	1 Phase 120/240 V	-	-	-	kW
Boiler	1 Phase 120/240 V	-	-	-	kW
Snow Melting	1 Phase 120/240 V	-	-	-	kW
Signs	1 Phase 120/240 V	-	-	-	kW
X-Ray Equipment	1 Phase 120/240 V	-	-	-	kW
Washer/Dryer	1 Phase 120/240 V	-	-	-	kW
Miscellaneous	3 Phase 277/480 V	15	-	15	kW
Heat Exchanger	1 Phase 120/240 V	-	-	-	kW
Humidifier	1 Phase 120/240 V	-	-	-	kW
Future	3 Phase 277/480 V	-	-	-	kW
<b>Total connected kW</b>				<b>739.4 kW</b>	

It is important to provide the most accurate information available, as it is used by the Estimator to design PacifiCorp's facilities and determine the customer's costs. Please sign and date this form before giving it to your estimator.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Note:  
• You may wish to consult a trained professional (electrician, engineer, etc.) prior to providing the information to your estimator.  
• Commercial metering can have many restrictions that should be discussed with the estimator prior to the purchase and installation of your metering.



**COMMERCIAL / INDUSTRIAL CUSTOMER INFORMATION SHEET**

Please complete this form and return to the Estimator assigned to your job

**Business Information**

Name of Customer's Business: Saratoga Springs Marina PS Phone No: Request Number:  
Address: Fax No:  
Person responsible for advance and contract billing (if different than monthly billing customer):  
Address: Street Address City, State, Zip E-mail Address:  
Building Square Footage: Note: Please breakdown into warehouse, office and manufacturing if applicable  
Hours of Operation (include days & hours):

**Service Description**

Desired Secondary Voltage: 3 Phase 277/480 V If 'other' list here Note: Not all voltages may be available  
Panel Size (in Amps): 2,000 Number of Meters: 1 List addresses for each above  
Nearest Pole or Equipment number: Type of Service Desired: Underground  
Electrical Contractor: Phone #:

**Load List (attach additional sheets if necessary)**

Description	Phase and Voltage	New Load to be added	Load to be removed	Total Connected Load after changes	Unit
HVAC (name plate rating)	3 Phase 277/480 V	5	-	5	Tons*
Refrigeration Equipment	1 Phase 120/240 V	-	-	-	Tons*
<b>Total connected Tons</b>				<b>5 Tons</b>	
Exhaust Fans	1 Phase 120/240 V	2	-	2	HP
Gas/Fuel/Sump Pump	1 Phase 120/240 V	0.75	-	0.75	HP
Small Motors (include motor codes)	3 Phase 277/480 V	1250	-	1250	HP
Air Compressor	3 Phase 277/480 V	10	-	10	HP
Swimming Pool	1 Phase 120/240 V	-	-	-	HP
Largest Motor (not included above) & code	1 Phase 120/240 V	250	-	250	HP
<b>Total connected HP</b>				<b>1512.75 HP</b>	
Electric Heat	3 Phase 277/480 V	20	-	20	kW
Water Heating	1 Phase 120/240 V	-	-	-	kW
Lighting	1 Phase 120/240 V	1.5	-	1.5	kW
Outlets	1 Phase 120/240 V	1.6	-	1.6	kW
Office Equipment	1 Phase 120/240 V	-	-	-	kW
Kitchen Equipment	1 Phase 120/240 V	-	-	-	kW
Computers, Magnetic Power Supplies	1 Phase 120/240 V	1.3	-	1.3	kW
Machinery	3 Phase 277/480 V	-	-	-	kW
Thermoplastic Injection Equipment	1 Phase 120/240 V	-	-	-	kW
Elevators	1 Phase 120/240 V	-	-	-	kW
Boiler	1 Phase 120/240 V	-	-	-	kW
Snow Melting	1 Phase 120/240 V	-	-	-	kW
Signs	1 Phase 120/240 V	-	-	-	kW
X-Ray Equipment	1 Phase 120/240 V	-	-	-	kW
Washer/Dryer	1 Phase 120/240 V	-	-	-	kW
Miscellaneous	3 Phase 277/480 V	15	-	15	kW
Heat Exchanger	1 Phase 120/240 V	-	-	-	kW
Humidifier	1 Phase 120/240 V	-	-	-	kW
Future	3 Phase 277/480 V	-	-	-	kW
<b>Total connected kW</b>				<b>739.4 kW</b>	

It is important to provide the most accurate information available, as it is used by the Estimator to design PacifiCorp's facilities and determine the customer's costs. Please sign and date this form before giving it to your estimator.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Note:  
• You may wish to consult a trained professional (electrician, engineer, etc.) prior to providing the information to your estimator.  
• Commercial metering can have many restrictions that should be discussed with the estimator prior to the purchase and installation of your metering.

FILE NAME:  
FILE DATE:



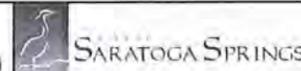
DESIGNED	KBH	3	
DRAFTED	JKH	2	
CHECKED	KBH	1	
PROJECT ENGINEER	DATE	AUGUST 2016	NO. DATE

REVISIONS

BY	APVD.
----	-------

SCALE

1 IN.



MARINA PUMP STATION  
ELECTRICAL  
ELECTRICAL SCHEDULES, SHT. 1

SHEET

E3.1

360.10.100

H.P.E. INC. ELECTRICAL ENGINEERS  
POWER SYSTEMS, CONTROL & INSTRUMENTATION SYSTEMS  
HEGERHORST POWER ENGINEERING INCORPORATED (801) 642-2051  
705 EAST 50 SOUTH AMERICAN FORK, UT 84003 FAX (801) 642-2154  
HPE PROJECT 1604B ©2016  
FOR INFORMATION ABOUT THIS JOB, PLEASE CONTACT: KEITH HEGERHORST

**GENERAL NOTES:**

1. FOR LOCATIONS OF INSTRUMENTS, PANELS, AND DEVICES REFER TO THE ELECTRICAL PLANS.

**SHEET KEYNOTES:**

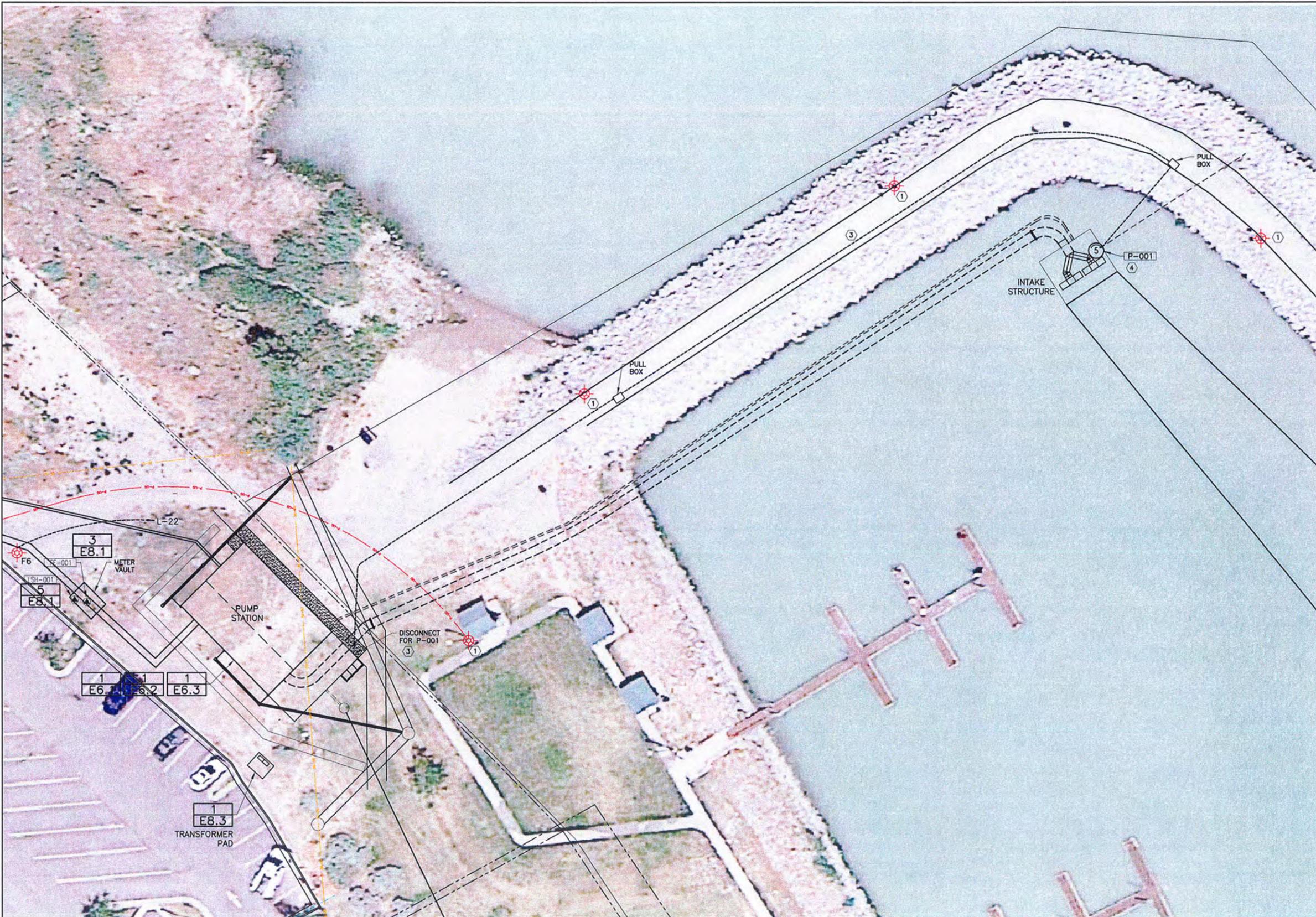
1.

**GENERAL NOTES:**

1. REFER TO ONE-LINE DRAWINGS AND CONDUIT/CONDUCTOR SCHEDULE FOR WIRE AND CONDUIT REQUIREMENTS.
2. INSTALL ALL CONDUCTORS FROM INTAKE STRUCTURE TO PUMP BUILDING WITHOUT SPLICING.

**SHEET KEYNOTES:**

1. EXISTING POLE LIGHTS TO REMAIN. MAINTAIN CIRCUIT INTEGRITY.
2. MODIFY DISCONNECT SO IT CAN BE LOCKED IN THE ON POSITION.
3. CONDUITS TO INTAKE STRUCTURE:
  - 3.1. 1-1", 3#12, 1#12G MOTOR P-001
  - 3.2. 1-1", PULL STRING (FUTURE LAKE LEVEL TRANSMITTER)
  - 3.3. 1-1", PULL STRING SPARE  
TWO FUTURE 1" CONDUITS TERMINATE IN LAST PULL BOX.
4. P-001 IS A SUBMERSIBLE PUMP. COORDINATE INSTALLATION WITH PUMP SUPPLIER AND INTAKE STRUCTURE CIVIL DRAWINGS.



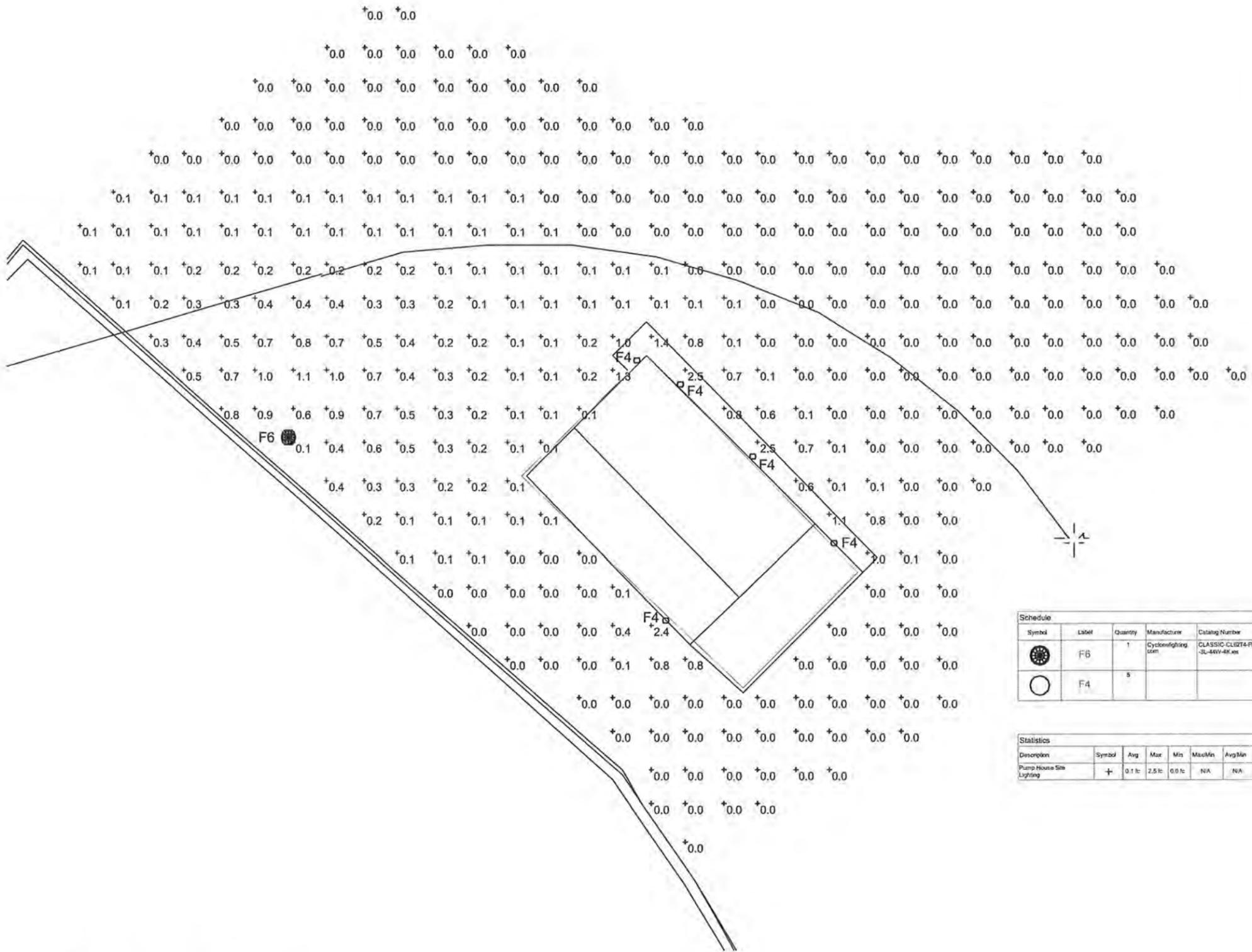
**1 OVERALL SITE PLAN**  
 0 4' 8' 16' 24'  
 1/8"=1'-0"  
 N

FILE NAME:  
FILE DATE:



DESIGNED	KBH	3					
DRAFTED	JKH	2					
CHECKED	KBH	1					
PROJECT ENGINEER	DATE	AUGUST 2016	NO.		DATE		
			REVISIONS		BY	APVD.	

SCALE  
1 IN.  
SARATOGA SPRINGS



Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	F6	1	Cyclomlighting.com	CLASSIC CL02T4-FLAP-3L-44W-4K-es	Series Post-top		1	CLASSIC-CL02T4-FLAP-3L-44W-4K-ES	3363	1	45
	F4	5			7" ADJUSTABLE PAR38 AR7500	100W PAR38 SPOT	1	SPC0609ADJ_1_00PAR38_6110.wg	1500	1	100

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Pump House Site Lighting	+	0.1 fc	2.6 fc	0.0 fc	NA	NA

**1 SITE PHOTOMETRIC ANALYSIS**  
 - NTS

FILE NAME: FILE DATE:



DESIGNED	KBH	3			
DRAFTED	JKH	2			
CHECKED	KBH	1			
DATE	AUGUST 2016	NO.	DATE	REVISIONS	BY

SCALE  
1 IN.



MARINA PUMP STATION  
 ELECTRICAL  
 SITE PHOTOMETRIC ANALYSIS

**City of Saratoga Springs**  
**Planning Commission Meeting**  
**September 22, 2016**

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

---

**Minutes**

**Present:**

Commission Members: Kirk Wilkins, Sandra Steele, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Senior Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder; City Planner Kara Knighton; City Planner Jeff Attermann

Others: Nate Shipp, Mindy Dansie, Brian Flamm, Jeremy Searle, Paul Linford, Lia Gerke, Heather Laughter, Paul Sellers, Karena Kruger, Bryan McEntire, Paul Hardman, Chad Spencer, Brad Cahoon, Ballards, Dave DeLong, Anne Braithwaite, Lance Wadman, Ray Walker, Ted Warren, Jason Krull

**Excused:** Hayden Williamson

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

1. **Pledge of Allegiance** - led by Tiffany Wilkins

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

3. **Public Input**

**Public Input Open** by Chairman Kirk Wilkins

No public input was given.

**Public Input Closed** by Chairman Kirk Wilkins

4. **Public Hearing: Marina Pump Station Site Plan and Conditional Use Permit, located at 156 E. Harbor Parkway, City initiated.**

Planning Director Kimber Gabryszak presented the item. They are requesting Site Plan and CUP approval for the purpose of constructing a secondary irrigation pump station at the Marina. The pump station will use water from the Lake for irrigation purposes in the southern part of the City. Additional recommendations were made to put a trail down around to be able to see the access point to the lake. Landscaping with two proposed plans.

City Manager Mark Christensen noted how the south well had failed earlier this year and a test well in the area was not useable as a water source so this project has moved ahead to help the situation. They hope to move forward this winter. The landscaping will need to have some clean-up and restoration after this project. The next project will be to open another jetty to the north in the area and they hope to be adding more amenities.

Public Hearing Open - by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed - by Commissioner Wilkins.

Commissioner Steele asked, with the low lake level, how far out they would need to go. City Manager Mark Christensen noted the marina is the low point now. The intake will be at the interior corner of the north arm. Part of the area will be used as a temporary drying pond; once this is done they will be

finalizing the park. Commissioner Steele asked if he felt it was pretty well drought proof. City Manager Mark Christensen replied that there are a lot of complexities with it, if the lake gets shut off, at that point a whole lot of cities will be having this conversation. The few times this has happened all the water users have gotten together to keep the water going. We don't have any other options at this point in the south end of the city.

Commissioner Funk likes the plans with making it so they can get in to repair it as needed. He asked about the intake screen, concern with fish and noise from the station. City Manager Mark Christensen responded that there will be a dock over the top of the intake. The water will naturally flow into this, gravity fed, there will be no suction at the intake but will feed into a pond. Once an hour or so there will be a push back of air to help keep the screen clear. We filter the water at our pump house; it has to be filtered through the sewer system before it can return to the lake. He mentioned that generally they don't anticipate any problems with noise. They tend to be fairly sound proof with no noise impact on the neighborhoods.

Commissioner Kilgore also had the noise question. He asked about the loss in parking, if it dropped below the minimum. City Manager Mark Christensen replied typically the parking for boats is the amount of parking they are allowed to have for maximum capacity. These would be additional parking for the beach. In the future they will be adding more parking as they do additional phases. We aren't moving any boat stalls. Commissioner Kilgore asked when the landscape and irrigation plan will be finalized. Planning Director Kimber Gabryszak replied that there are just a few changes that will be finalized at the City Council meeting. Commissioner Kilgore asked how long it would take. City Manager Mark Christensen responded that it is a big project and they want to get it done quickly but should go into early spring, they are hoping to get it done by early spring. Some site restoration may need to go beyond that.

Commissioner Cunningham also had similar questions about parking and impacting fish which were answered previously.

Commissioner Wilkins asked how they would be using the water and how much capacity would they get out of it and would it be able to supply the needs. City Manager Mark Christensen said they will treat this water as they do all the other secondary water; it is filtered, not potable. It is ultimately the same source as their other secondary water. They do look at this as a long term structure. They typically equip the station with one or two pumps with room to add new capacity. The first phase will pump straight to zone 2; they hope to add a secondary pond above Lake Mountain. That will do about 10,000gpm at its peak. It will start off with closer to 2000-4000gpm.

**Motion made by Commissioner Steele to forward a recommendation of approval for the Marina Pump Station Site Plan and Conditional Use Permit located at 156 E. Harbor Parkway, with the findings and conditions in the staff report. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**5. Public Hearing: Saratoga Springs 4 Church Major site plan amendment, located at 49 W. Tanner Lane, Chad Spencer Applicant.**

City Planner Kara Knighton presented the plans. The request is for a Major Site Plan Amendment to enlarge the building by 875 sq. ft. The expansion is to the rear portion of the chapel resulting in the loss of 9 parking stalls and the adjustment of open space around the proposed building.

Chad Spencer, applicant, was present to answer any questions.

Public Hearing Open – by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed – by Commissioner Wilkins.

Commissioner Kilgore asked about the fencing that could comply. He asked what the parking stall number was that was required. City Planner Kara Knighton replied the fencing actually does comply now. She advised that they proposed 246 stalls, 7 of which are ADA, the requirement is less than that, based on 1 per every 3 seats, 242 stalls.

**Motion made by Commissioner Steele to approve the Saratoga Springs 4 Major Site Plan Amendment as outlined in exhibit 3 with the Findings and Conditions in the Staff Report dated September 13, 2016. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**6. Public Hearing: Master Development Agreement and Rezone from Agriculture to Industrial for HADCO, Parcels 58:022:0121 & 58:022:0114, and 58:022:0115 (west of Wildflower and north of SR 73) JD V and JD VI applicant.**

Planning Director Gabryszak presented the item. The owners of the JD V and JD VI properties have requested the Industrial Zone to facilitate the expansion of mining activity to the annexed property, and potentially develop the property in the future when mining is completed. They have existing rights through the County for mining and similar use on adjacent property in Eagle Mountain. There is not a related General Plan amendment because this area is already on the GP for this use.

City Attorney Kevin Thurman advised that this property is a non-conforming use, mining, that came with them when they were annexed; this isn't granting them anymore than they are currently allowed to do as far as mining is allowed. They are permitted to mine but are required to get the required permits through the City and the State.

Brad Cahoon with the law firm of Snell and Wilmer represented the applicant. They concur with the staff report and statements made tonight.

Public Hearing Open – by Commissioner Wilkins.

There was no public comment on this item.

Public Hearing Closed – by Commissioner Wilkins.

Commissioner Kilgore asked what happens to the litigation after approval of the Master Development Agreement. City Attorney Kevin Thurman advised that this is part of a settlement agreement, still subject to City Council legislation. We receive benefits that they will provide an alternate truck route. This will resolve the litigation. Commissioner Kilgore wanted to confirm that the additional condition will restore the original permitted uses for the industrial zone. Planning Director Kimber Gabryszak replied yes.

Commissioner Cunningham had some concerns over the impact the mining would have long term and asked how long would they be able to mine. He thought we may be able to add conditions like Eagle Mountain as to hours of operation and lighting. He noted friends in Eagle Mountain had indicated it was a source of irritation. Planning Director Kimber Gabryszak advised that it could be 10-15 years for mining, the estimate for removal of that hill, it could be longer. We do have similar standards in place; dark sky requirements, hours of operation for lighting and dust mitigation are some of those. City Attorney Kevin Thurman noted the development condition gives them the permitted uses, all other uses they will have to make the proper applications and follow code. Commissioner Cunningham noted that he had seen trucks on Aspen Hills Blvd. which is way too small for vehicles of that size. He is not in favor of removing their property rights to mine; we need to protect their rights and also the rights of those living near here in the future.

Commissioner Funk had a little concern that once the roads become city roads, what keeps the public from trespassing on their property. City Attorney Kevin Thurman replied they are just building an access road, not built to city standard. We won't be accepting this road; it will be private. They would need to work out access with adjacent property owners and they could gate it off as a private road.

Commissioner MacKay received clarification that the access road would be leading to S.R. 73. City Attorney Kevin Thurman noted they would like the connection to be across from Spring Hill Rd. for a light at the intersection. Commissioner MacKay asked if there were requirements in regards to mud and debris being tracked onto the State Road. City Attorney Kevin Thurman replied the highway authority would control that, SR 73 was a UDOT road.

Commissioner Steele asked that since this is already in our city if there has been any attempt to have them comply to the light ordinances. Planning Director Kimber Gabryszak said they have not had any incidences they are aware of; most activity is taking place adjacent in Eagle Mountain. Commissioner Steele asked what the timeline was and what happens if they don't build the road. City Attorney Kevin Thurman replied that it was within 3 years. If they aren't able to get those easements then they would go back to using Military Road. City Attorney Kevin Thurman noted the road and concerns over that are a separate agreement which has already been signed, this only concerns the zoning of the property. Commissioner Steele asked about line 17b; if we could take out the language of condominiums in the zone. City Attorney Kevin Thurman replied that they could if they felt it necessary. Brad Cahoon noted a few other spots where dwelling was mentioned. It was suggested to replace "condominium" and "dwelling" with "lot or unit."

Commissioner Wilkins summarized points of the discussion.

**Motion made by Commissioner Funk to forward a positive recommendation for approval of the HADCO Rezone of ~40.99 acres from Agriculture to Industrial with the Findings and Conditions in the staff report dated September 8, 2016.**

**I also move to forward a positive recommendation to the City Council for the HADCO MDA, in generally the form outlined in Exhibit 2 and including necessary changes, with the Findings and Conditions in the staff report dated September 8, 2016. With the additional conditions of item 4a and 4b. Seconded by Commissioner Kilgore.**

City Attorney Kevin Thurman noted the change needed on the date.

Commissioner Funk and Commissioner Kilgore approved the amendment to **correct the date to September 22, 2016.**

**Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**Additional conditions:**

**4.a. The uses in the Master Development Agreement shall include all conditional and permitted uses in the industrial zone.**

**4.b. Replace "condominium" and "dwelling" with "lot or unit" in the MDA.**

**7. Public Hearing: Wildflower Village Plan Area 1, located West & North of Harvest Hills and North of SR 73. Nathan Shipp, DAI Utah applicant.**

Planning Director Kimber Gabryszak presented the application. The applicants have requested approval of the first Village Plan, subject to the requirements of the Community Plan and Section 19.26 of the Code, which governs the Planned Community (PC) zone. Village Plan 1 consists of approximately 168 acres, and proposes allocating 571 Equivalent Residential Units (ERUs), consisting of 569 single family units and two non-residential ERUs to be applied to a church site. The applicants are asking for a higher height of entry features but only two per community, maximum text height is lower than allowed at 5'2". Also additional entry features for individual neighborhoods and additional builder directional signs.

Nate Shipp, Mindy Dansie, and Brian Flamm with DAI were present to answer questions.

Public Hearing Open – by Commissioner Wilkins.

Heather Laugter wondered when they would start selling and what expected prices would be per sq. ft. for lots and homes and how it would impact the schools. She asked about access for construction for safety.

Ray Walker was concerned with water availability. He thinks we need to make sure our water supply is shored up before we bring in more people to the city. He feels the roads in Harvest Hills are too narrow and that the main thoroughfare may be unsafe.

Kevin Ballard was concerned about the topography and what will be done with some of the hills, also the timing of the phases. He is assuming UDOT paid some compensation and they are gaining some compensation for the units, and it may be double dipping.

Lia Gerke was concerned about drainage issues and water runoff control.

Ted Warren is asking if there are roads coming in through Harvest Hills, what will be developed first and when will they be built and does the church already own the property.

Jason Krull is concerned about the speed of traffic through Harvest Hills, has there been something considered to slow traffic. He also would like to know the timing of the phases. He asked when the frontage road would be coming in.

Public Hearing Closed – by Commissioner Wilkins.

Brian Flamm responded to questions. He wanted to start with changes from the previous work session. He noted they have changed to sidewalks on both sides of the roads leading up to the park. They took out the tree species that were requested. They confirmed the surfaces for the parks that have ADA equipment will be ADA compliant. They are open to make sure they select brands of equipment that will be good for the City and community. There is a master grading plan that will address the sensitive lands. With the single family homes, he noted Candlelight Homes would be building many of them, they would expect them to start in the high 2's likely up to 4's and 5's finished homes. There are many issues to complete yet but they hope to be selling next year at some point. The church is under contract for that property but until the Village Plan is approved they cannot purchase. They are working with Alpine District, who needs to wait on timing and funding. The overall Community Plan addresses school location. They are required to comply with engineering conditions regarding water issues before final approval. They are still working on water rights.

City Engineer Gordon Miner noted the developer will have to bring the source, storage, and distribution of the water. It will probably be upsizing, not only what they need to fill the demands of this subdivision but will upsize to help make the whole system more robust than it was before.

Brian Flamm noted they were very sensitive with the drainage and are working with Camp Williams and with canals and engineers and UDOT for a pond and hopefully this will resolve all the issues that have happened over time. There was language added to the traffic portion of the plan for traffic calming. The curvilinear design is a very good traffic calming design. They hope they can make sure all the traffic concerns are addressed. The access points to this neighborhood are 3 points out of Harvest Hills and a right to build a construction access down to Redwood Road. Timing on UDOT; they can't control when they build, they are told the funding for the frontage road on the east side of the corridor has been approved and they have told them next year, but it is not under our control. Planning Director Kimber Gabryszak responded to questions about calming the Harvest Hills neighborhood, the frontage road will help alleviate the load through the Harvest Hills Neighborhoods. Brian Flamm noted there will be final grading plans to each area to make sure they are not causing problems. The fine tuning has not been done but that will come with the plats.

Planning Director Kimber Gabryszak responded to question about number of units; it was based on the R3 zone. To take into account that there was compensation City Council approved about 2/12 units per acre, not 3. It was discussed and addressed throughout the process. Brian Flamm commented that the appraisals noted the amounts were justified, it was not double dipping. At this point the timing is contingent upon UDOT for when they get more firm roads and utilities designed, at this time they cannot commit which would be the first phase; although the LDS church is very interested to get going and will likely be in the first phase. Planning Director Kimber Gabryszak addressed the comments about water; each development in the city is required to bring water with them that ends up improving the whole system. There are also different zones all over the city, even though here may have been constraints in one area of the city that is not necessarily the case in all the areas. This area is adequately supplied.

Commissioner Kilgore asked what the open space situation was. Planning Director Kimber Gabryszak replied it is required to do 30% open space. They are allowed to get ahead, some of it will be drainage and along the corridor, that reduces the amount they need in the actual developments. They will not meet the 30% fully in each phase, they will compensate the remaining requirement on the west side of the subdivision. There are quite a few native areas with trails and other amenities. There will be a data table to track and keep a running total.

Commissioner Funk asked what the 5' parkway meant in their plans. Does that mean there are sidewalks along both sides; parkway doesn't say there is a sidewalk. Nate Shipp took note of where that concern was to correct it in the plans. Commissioner Funk noted that he would redraw it and make both sides similar, if they put the 5' sidewalk in on the 12' parkstrip they may have to change more, he doesn't want to limit them and have them make changes that would then change other things. Nate Shipp noted they still then had 7' for trees. They will be able to make it work out. Commissioner Funk did have a concern about the signs.

Commissioner Steele cannot support the 30 ft. entrance structure. She feels 20 ft. is plenty. Brian Flamm clarified that on the directional signs they want to avoid bootlegging. They don't want every single builder having 20 of their own signs all over the place. They want a standard sign for the builders to leave it uncluttered. The better they do with brand sites the better they do to avoid the bootleggers. Commissioner Steele commented that common sense may dictate how many were needed so she was not prepared tonight to say a specific number. Brian Flamm noted the differences in the signs they were requesting. He noted part of the reason for the height on the entrance is the hills; the freeway will be 60 ft. below grade. They want to make sure it's visible and want a high end good looking community. They feel proportionately it is good. The other alternative is to separate it as a purely entrance feature and not a sign. Commissioner Steele would agree with an art piece at 30 feet, but sign should stay within code. Brian said they were ok with that. Commissioner Steele asked if the traffic engineer was present, Jeremy Searle came forward to answer questions. She asked what was considered phase 1 because the trip generations were listed for phase 1 Jeremy clarified that the first part for phase 1 was correct, everything on the east side of Mountain View Corridor. The below line should just say for phase 2 (west side). Commissioner Steele commented that they need to change the wording on traffic study.

Commissioner MacKay asked what the connection points to the west side would be. Brian Flamm noted 3 connections, eventually UDOT will have to replace those with bridges. Commissioner MacKay noted the church and open space and received clarification of where the pond was located near them, it was City property.

Commissioner Wilkins asked what their ability was to make decisions on height of the signs. Planning Director Kimber Gabryszak explained the Community Plan allows them to make their own standards. You want to look at public benefit, and standards throughout their plan. You have the ability to give input to Council to say you would recommend them or not. Commissioner Wilkins noted there are few times the City Council has deviated from the code. His own recommendation for the signs is to adhere close to the

current City Code. Commissioner Kilgore and Commissioner Steele indicated that if they separate the sign from the artwork then it could be counted separate and not as a sign.

Nate Shipp asked about the Engineer condition for the road dedication to 2017. Gordon noted it was mainly to remind him, they need to talk about that more fully.

**Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a positive recommendation to the City Council for the Wildflower Village Plan Area 1 with the Findings and Conditions in the Staff Report. With the addition of 3 conditions: 6.a. add sidewalk to both sides of parkway on page S11-1, with the sidewalk inserted into the 12' parkstrip. 6. b. signage shall be removed from the 30' entry feature; such signage may be replaced with the smaller monument signs. 6. c. revise phase II language on page S14-33 traffic study. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**8. Work Session: Code Amendments to Title 19.04, Mixed Waterfront and Buffer Overlay.**

Planning Director Kimber Gabryszak noted that there is repetitive language throughout the code they are trying to clean up. We are looking at the desired outcome. We realized there are design standards in every chapter. The mixed waterfront has become mixed up in this and they are bringing in other things. She discussed some changes they are looking at with new code in Open Space.

Commissioner Wilkins had a question on sensitive lands; it used to say none would be calculated, it now says 50% will. Planning Director Kimber Gabryszak responded that in other communities it has been the result of developer challenges, the compromise is that they have been allowed to have densities calculated but a much lower rate, which helps avoid other challenges.

Commissioner Steele commented that the matrix didn't work so well, it needs to be simplified. Multifamily needs to have minimum width for alleyway. In 19.04. The multifamily with units per acre, they need to put "up to" so we have a way to say it's over impacting. City Attorney Kevin Thurman noted we need to be careful that it does not become a zone change. Commissioner Steele noted instances where it may look like entitlement. Planning Director Kimber Gabryszak thought we were fine because the code currently says maximum units. Commissioner Steele commented on the ADU Overlay, how will it work because not every area will be able to have the overlay. Planning Director Kimber Gabryszak noted that is pending depending on the ADU code as well. This is a place holder for now; we don't recommend having the overlay in the higher density zones. Commissioner Steele commented on R2-6 asked if the minimum is confusing with the R2-6 and should it be R2-8. Planning Director Kimber Gabryszak noted the changes for that section. Commissioner Steele noted a place where a 0' setback as long as there is a 10' sidewalk, is that if it faces the river, also on footprints, what if someone puts in a window box that goes over the footprint. City Planner Kara Knighton noted it is street side. They could put a note that you couldn't put anything that protrudes over the footprint. Commissioner Steele noted the table on mixed waterfront is confusing. City Planner Kara Knighton commented it is the incentive table. Commissioner Steele noted we don't want to get to so complicated that we don't understand it. It would be good to have it only able to be interpreted one way.

Commissioner Kilgore asked about the open space landscaping and requirement. City Planner Kara Knighton noted it's dependent upon the other sections of the code and how they go.

**9. Approval of Minutes:**

**a. September 8, 2016**

**Motion made by Commissioner Funk to approve the minutes of September 8, 2016. Seconded by Commissioner Cunningham. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham. Motion passed 5 - 0. Abstain: Ken Kilgore.**

**10. Reports of Action.**

Planning Director Kimber Gabryszak shared the report of action for the HADCO Rezone.

**Motion made by Commissioner Steele to approve the Report of Action for the HADCO Rezone from A to I and the Master Development Agreement. Seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

Planning Director Kimber Gabryszak shared the Report of Action for the Wildflower Item.

**Motion made by Commissioner Steele to approve the Report of Action for the Wildflower Village Plan. seconded by Commissioner Funk. Aye: Sandra Steele, Brandon MacKay, David Funk, Kirk Wilkins, Troy Cunningham, Ken Kilgore. Motion passed 6 - 0.**

**11. Commission Comments.**

Commissioner Steele commented on the political signs that were removed and thanked code enforcement. Commissioner Kilgore apologized for missing the last meeting. He noted he is on the steering committee for his Alumni association and they are sponsoring a lecture at The Leonardo on What Makes a Great City, promoted by the Utah American Planning Association Conference in Salt Lake City. This would be in November.

**12. Director’s Report:**

- a. **Council Actions** – approved the code amendments. Saratoga Springs rezone and Papa’s carwash.
- b. **Applications and Approvals** – in the packet
- c. **Upcoming Agendas** – continue work session on code items.
- d. **Other**

**13. Motion to enter into closed session** – No closed session.

**14. Meeting Adjourned at 9:38 p.m. by Chairman Kirk Wilkins**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Planning Commission Chair  
Kirk Wilkins

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

# City Council Staff Report

**Author:** Owen Jackson, Public Relations Manager  
**Subject:** Communities that Care 2016-2017 Interlocal Agreement  
**Date:** October 4, 2016  
**Type of Item:** Resolution



**Summary Recommendations:** The City Council should approve the interlocal agreement between Utah County and the City of Saratoga Springs for the administration of the Communities that Care program.

## **Description:**

**A. Topic:** Interlocal agreement between Utah County and the City of Saratoga Springs for the administration of the 2016-2017 Communities that Care program.

**B. Background:** The City of Saratoga Springs, Utah County and Eagle Mountain City have partnered together to provide the Communities that Care program to the communities of Saratoga Springs and Eagle Mountain. The interlocal agreement has a one-year term.

Communities that Care is a prevention system that focuses on strengthening protective factors that buffer young people from problem behaviors, and reducing risk factors that may increase the likelihood that a young person will engage in problem behaviors such as violence, delinquency, school drop-out and substance abuse.

**C. Department Review:** Civic Events, Legal Department

**Recommendation:** Staff recommends the approval of the attached Resolution.

**RESOLUTION NO. R16-54 (10-4-16)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS,  
UTAH, APPROVING THE INTERLOCAL COOPERATION  
AGREEMENT BETWEEN UTAH COUNTY AND THE CITY  
OF SARATOGA SPRINGS.**

**WHEREAS**, on January 10, 2012, Utah County and the City of Saratoga Springs entered into that Interlocal Cooperation Agreement for Substance Abuse Prevention Services and Communities that Care Prevention Model; and

**WHEREAS**, Utah County and the City of Saratoga Springs wish to continue the interlocal agreement providing for substance abuse prevention services and communities that care prevention model for Fiscal Year 2016-2017.

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

**PASSED AND APPROVED** this 4<sup>th</sup> day of October, 2016

City of Saratoga Springs

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

Attest:

\_\_\_\_\_  
Cindy LoPiccolo, City Recorder

**EXHIBIT A**

**Interlocal Agreement**

**INTERLOCAL COOPERATION AGREEMENT WITH SARATOGA SPRINGS CITY  
FOR SUBSTANCE ABUSE PREVENTION SERVICES AND COMMUNITIES THAT  
CARE PREVENTION MODEL**

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Department of Drug and Alcohol Prevention and Treatment, 151 South University Avenue, Suite 3200, Provo, Utah 84601 and the municipality of, SARATOGA SPRINGS CITY, a municipal corporation and a political subdivision of the State of Utah.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and Saratoga Springs City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective July 1, 2016 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2016 hereof until June 30, 2017. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the Saratoga Springs City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

**Section 2. Administration of Interlocal Cooperation Agreement.**

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

**Section 3. Purposes**

This Interlocal Cooperation Agreement is established for the following purposes:

- a. To coordinate with Saratoga Springs City to employ a Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community
- b. To provide funding to Saratoga Springs City to employ a CTC coordinator as

follows: Utah County will provide Saratoga Springs City with thirteen thousand dollars (\$13,000.00) for the CTC Coordinator position/costs and three thousand dollars (\$3000.00) for coalition capacity building for the period of July 1, 2016 through June 30, 2017. Saratoga Springs City will provide a yearly minimum match of five thousand dollars (\$5,000.00) if approved by the annual Saratoga Springs City Council budget process and an additional yearly minimum match of five thousand dollars (\$5,000.00) from Eagle Mountain City, but paid directly to Saratoga Springs, to meet the county match requirements.

- c. To establish and maintain the Communities that Care system within Saratoga Springs City and to work with Utah County Department of Drug and Alcohol Prevention and Treatment (UCaDDAPT) to ensure the CTC model is being implemented with fidelity through the five phases of CTC (<http://www.communitiesthatcare.net/>).
- d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

**Section 4. Manner of Financing.**

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

- 1. CTC coordinator position costs/salary.
- 2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
- 3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCaDDAPT.

## **Section 5. Coalition Capacity Building Funding**

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
  - a. CTC module trainings
  - b. State CTC trainings
  - c. Food/mileage/supplies
2. Travel/Training for coordinator and coalition members
  - a. Mileage, airfare, per diem, registration, lodging and transportation
3. Town hall/community education events
  - a. Advertising, food and recognition awards, coalition needs
4. Workgroup activities
  - a. Evaluation contract
  - b. Data collection
  - c. Meeting costs
5. Minor equipment under \$600.00

## **Section 6. Interlocal Requirements**

1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCaDDAPT and Coordinator.
3. Incorporate CTC benchmarks and phases as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct coalition. Submit monthly billings with detail of costs specified by the Interlocal by the 20<sup>th</sup> of each month. Billings and claims received by the 20<sup>th</sup> will reflect requested reimbursements for the previous month. **Final year-end billings must be submitted on or before July 10th.** Billings and claims for final payments received after **July 10, 2017** will not be considered for payment.
6. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan.

## **Section 7. Property Used in Joint and Cooperative Undertaking.**

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

**Section 8. Methods of Termination.**

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

**Section 9. Indemnification.**

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

**Section 10. Filing of Interlocal Cooperation Agreement.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Saratoga Springs City records, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 11. Adoption Requirements.**

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

**Section 12. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

**Section 13. Severability.**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 14. Governing Law.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of

Utah.

**Section 15. Committees.**

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

**Section 16. Headings.**

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

**Section 17. Entire Agreement.**

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

**Section 18. Execution by Counterparts.**

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

**Section 19. Sub-recipient Requirements.**

By virtue of terms and conditions of the federal grant that funds the services purchased through this Agreement, Saratoga Springs City becomes a sub-recipient of the federal grant

**CFDA #: 93.959**

As Saratoga Springs City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County or Department of Drug and Alcohol Prevention and Treatment (aDDAPT) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or aDDAPT, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract

services. Persons employed by the County or aDDAPT and acting under the direction of the County or aDDAPT shall not be deemed to be employees or agents of Independent Contractor.

- a) All Saratoga Springs City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives
- b) Failure of the Saratoga Springs City to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Department of Drug and Alcohol Prevention and Treatment, any pass-thru entity and/or the General Accounting Office

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2016-\_\_\_\_, authorized and passed on the \_\_\_\_ day of \_\_\_\_\_ 2016.

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation

Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2016-104, authorized and passed on the 13<sup>th</sup> day of September 2016.

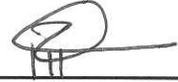
Saratoga Springs City Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

APPROVED AND ADOPTED this 13<sup>th</sup> day of September ~~July~~ 2016.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By:  9.13.16  
Larry Ellertson Chairman Date

ATTEST:  
BRYAN E. THOMPSON  
Utah County Clerk/Auditor

By:  9.13.16  
Deputy Date

SARATOGA SPRINGS CITY

By: \_\_\_\_\_  
Mayor Date

APPROVED AS TO FORM:

JEFFERY R. BUHMAN ATTEST:  
Utah County Attorney

By:  9.13.16  
Deputy County Attorney Date

By: \_\_\_\_\_  
Saratoga Springs City Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

By: \_\_\_\_\_  
Saratoga Springs City Attorney Date

Saratoga Springs, Utah

October 4, 2016

The City Council (the "Council") of the City of Saratoga Springs, met in regular session on Tuesday, October 4, 2016, at its regular meeting place in the City of Saratoga Springs, Utah, at 7:00 p.m. with the following members of the Council present:

Jim Miller	Mayor
Shellie Baertsch	Councilmember
Michael McOmber	Councilmember
Bud Poduska	Councilmember
Chris Porter	Councilmember
Stephen Willden	Councilmember

Also present:

Mark Christensen	City Manager
Cindy LoPiccolo	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 4, 2016, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to a motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City of Saratoga Springs, Utah. The resolution is as follows:

RESOLUTION NO. R16-55 (10-4-16)

A RESOLUTION OF THE CITY COUNCIL (THE “CITY COUNCIL”) OF THE CITY OF SARATOGA SPRINGS, UTAH (THE “CITY”), DESIGNATING AN ASSESSMENT AREA FOR THE PURPOSE OF (i) LEVYING ASSESSMENTS AGAINST PROPERTIES WITHIN THE ASSESSMENT AREA TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF ROAD, STORM WATER, SEWER, CULINARY AND SECONDARY WATER, AND RELATED IMPROVEMENTS, (ii) ESTIMATING THE AMOUNT OF THE ASSESSMENTS TO BE LEVIED AND THE METHOD OR METHODS OF ASSESSMENTS AND (iii) GENERALLY DESCRIBING THE PERIOD OVER WHICH THE ASSESSMENTS ARE TO BE PAID AND THE MANNER IN WHICH THE CITY INTENDS TO FINANCE SAID IMPROVEMENTS; AND RELATED MATTERS.

BE IT RESOLVED by the City Council (the “City Council”) of the City of Saratoga Springs, Utah (the “City”), as follows:

Section 1. The City Council hereby determines that it will be in the best interest of the City to designate an area to finance the costs of acquiring, constructing and installing water system improvements including culinary water distribution lines, a concrete storage tank, booster station, and secondary water lines; sanitary sewer collection lines; storm drain improvements; and road construction improvements along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The City Council hereby determines that it is in the best interest of the City to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), the owner (the “Owner”) of all properties to be assessed within the designated assessment area has voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and has consented to (a) the levy of an assessment against its property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the City through the issuance of assessment bonds, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver, and Consent attached hereto as Exhibit B. The properties to be assessed are identified by legal description and tax identification number in Exhibit C attached hereto; however, the officials of the City may, if necessary, make technical corrections to such legal description up until the time the Assessment Ordinance is recorded.

Section 3. As required by Section 11-42-205 of the Act, the City has obtained an appraisal of the property proposed to be assessed from an appraiser who is a member of the Appraisal Institute, addressed to the City and verifying that the market value of the

property to be assessed, after completion of the proposed improvements, is at least three (3) times the amount of the assessment proposed to be levied against the property.

Section 4. The City hereby designates an Assessment Area which shall be known as the “Mt. Saratoga Assessment Area” (the “Assessment Area”). A description of the Assessment Area and its boundaries are more particularly described in Exhibit D attached hereto. Technical changes may be made by officials of the City to such description of the boundaries of the Assessment Area up until the time of the recording of the Assessment Ordinance, so long as such changes do not change the boundaries from those shown on the map attached hereto as Exhibit E.

Section 5. A map showing the location of the Improvements and areas anticipated to be assessed for Improvements acquired and/or constructed is set forth in Exhibit E. The Improvements anticipated to be constructed are shown on the map and schedules attached hereto as Exhibit E, and are more particularly described as follows:

Constructing and installing water system improvements including culinary water distribution lines, a concrete storage tank, booster station, and secondary water lines; sanitary sewer collection lines; storm drain improvements; and road construction improvements along with other necessary miscellaneous improvements.

As further engineering, costs, efficiencies, or any other issues present themselves, the City hereby reserves the right to approve reasonable changes to the location and specifications of the Improvements without obtaining the consent of the property owners within the Assessment Area.

Section 6. Pursuant to the Act, the City Council has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owner has consented to such manner without reservation), [and shall be payable before a building permit is issued, as further set forth herein and in the Assessment Ordinance. The City has determined that the reasonable useful life of the Improvements is at least twenty (20) years and that it is in the City and the Owner’s best interest for certain property owner installments to be paid for up to twenty (20) years.

Section 7. The total acquisition and/or construction cost of Improvements including estimated overhead costs and a portion of the interest costs during construction, is estimated at \$8,010,440, of which is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The costs of the Improvements greater than \$8,010,440, will be paid for by the Owner. The City expects to finance \$6,500,000 to be used for the cost of the Improvements by issuing assessment bonds (the “Bonds”). It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area under an equivalent residential unit (“ERU”) method of assessment are as follows:

<u>Improvements</u>	<u>Estimated Assessment</u>	<u>Method of Assessment</u>
All Improvements	\$3,824.29	Per ERU

Section 8. The City Council intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owner of which has executed the Acknowledgment, Waiver, and Consent described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the City will not assume or pay.

As shall be further described in the Assessment Ordinance, any succeeding property owner to the Owner (whether by sale, foreclosure, or any other property transfer of title) of property for a single-family residential dwelling, must prepay the applicable assessment at the time of request for a building permit (if such assessment has not already been paid). Nevertheless, the existing planning and zoning conditions of the City shall govern the development in the Assessment Area.

The Owner has waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied according to the benefits to be derived by each property within the Assessment Area and in any case, the Owner has consented to such methodology as provided in Section 11-42-409(5). Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the City Recorder who will make such information available to all interested persons.

Section 9. The City Council will collect the Assessment by directly billing the property owner rather than inclusion on a property tax notice issued in accordance with Section 59-2-1317, Utah Code Annotated, as amended.

Section 10. A professional; Engineer has prepared a “Certificate of Project Engineer” which, among other things, identifies the Improvements to be constructed and installed attached hereto as Exhibit G. The findings and determinations set forth in this resolution are based, in part, upon said Certificate of Project Engineer.

Section 11. The City Council reasonably expects and intends to reimburse the City from proceeds of the Bonds for all expenditures paid by the City with respect to the Improvements in advance of the issuance of tax-exempt bonds. The maximum principal amount of debt expected to be issued to acquire the Improvements is \$7,400,0000. This declaration of official intent is consistent with the City’s budgetary and financial circumstances. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City Council or by any member of the same controlled group pursuant to their budget or financial policies with respect to the expenditures to be reimbursed.

Section 12. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within 15 days of the adoption of this Resolution, the City Recorder shall (i) record an original or certified copy of this designation resolution in the office of the County Recorder; and (ii) file with the County Recorder a notice of proposed assessment that:

- (A) states that the City has designated the Assessment Area; and
- (B) lists, by legal description and tax identification number, the property proposed to be assessed (technical changes may be made to such descriptions up until the time of the recording of the Assessment Ordinance).

Evidence of the recordation of this designation resolution shall be attached hereto as Exhibit F upon availability.

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

(SEAL)

By: \_\_\_\_\_  
Jim Miller, Mayor

ATTEST:

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

STATE OF UTAH )  
 : ss. )  
COUNTY OF UTAH )

CERTIFICATE OF DESIGNATION  
OF ASSESSMENT AREA

I, Cindy LoPiccolo, the duly chosen, qualified, and acting City Recorder of the City of Saratoga Springs, Utah, do hereby certify as follows:

1. That the foregoing typewritten pages constitute a full, true, and correct copy of the record of proceedings of the City Council taken at a regular meeting thereof held in said City on October 4, 2016, at the hour of 7:00 p.m., insofar as said proceedings relate to the consideration and adoption of a resolution declaring the proposal of the City Council to designate the Mt. Saratoga Assessment Area and finance Improvements therein described as the same appears of record in my office; that I personally attended said meeting, and that the proceedings were in fact held as in said minutes specified.

2. That due, legal, and timely notice of said meeting was served upon all members as required by law and the rules and ordinances of said City.

3. That the above resolution was deposited in my office on October 4, 2016, has been recorded by me, and is a part of the permanent records of the City of Saratoga Springs, Utah.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of said City this October 4, 2016.

(SEAL)

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy LoPiccolo, the undersigned City Recorder of the City of Saratoga Springs, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 4, 2016, public meeting held by the City as follows:

(a) By causing a Notice in the form attached hereto as Schedule 1, to be posted at the City's principal offices on September \_\_\_\_, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Daily Herald on September \_\_\_\_, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2016 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted on \_\_\_\_\_, at the principal office of the City Council and by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the City on \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 4, 2016.

(SEAL)

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

SCHEDULE 1  
NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

ACKNOWLEDGMENT, WAIVER, AND CONSENT

EXHIBIT C

LEGAL DESCRIPTION AND TAX ID NUMBER OF  
PROPERTIES TO BE ASSESSED

PARCEL A

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

Beginning at a point located N0°21'55"W along the Section Line 303.86 feet from the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N85°12'00"W 319.37 feet; thence N56°49'03"W 63.65 feet; thence N85°12'00"W 200.00 feet; thence N75°26'38"W 56.82 feet; thence N85°12'00"W 72.34 feet; thence N83°28'38"W 70.23 feet; thence N75°18'58"W 77.46 feet; thence N72°27'08"W 33.47 feet; thence N30°13'02"W 53.80 feet; thence S29°26'00"W 76.45 feet; thence N60°34'00"W 256.00 feet; thence S29°26'00"W 812.50 feet; thence S53°01'32"E 96.70 feet; thence southwesterly along the arc of a 572.00 foot radius non-tangent curve to the right (radius bears: N53°40'24"W) 123.56 feet through a central angle of 12°22'38" (chord: S42°30'55"W 123.32 feet); thence S48°42'14"W 70.34 feet; thence along the arc of a 15.00 foot radius curve to the right 22.42 feet through a central angle of 85°39'04" (chord: N88°28'14"W 20.39 feet); thence N45°38'43"W 152.41 feet; thence N49°28'04"W 91.14 feet; thence N45°36'37"W 150.74 feet; thence N43°49'44"W 41.77 feet; thence S40°45'14"W 141.82 feet; thence along the arc of a 108.00 foot radius non-tangent curve to the right (radius bears: N60°30'10"W) 42.44 feet through a central angle of 22°30'47" (chord: S40°45'14"W 42.16 feet); thence S52°00'37"W 35.14 feet; thence S49°13'44"W 16.21 feet; thence along the arc of a 1958.50 foot radius non-tangent curve to the right (radius bears: N43°33'10"W) 572.53 feet through a central angle of 16°44'57" (chord: S54°49'18"W 570.49 feet); thence along the arc of a 796.50 foot radius curve to the left 322.56 feet through a central angle of 23°12'13" (chord: S51°35'41"W 320.36 feet); thence S50°00'26"E 83.00 feet; thence along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: S50°00'26"E) 24.40 feet through a central angle of 93°12'03" (chord: N86°35'36"E 21.80 feet); thence S46°48'23"E 38.61 feet; thence along the arc of a 576.00 foot radius curve to the right 159.63 feet through a central angle of 15°52'42" (chord: S38°52'02"E 159.11 feet); thence N59°04'19"E 48.00 feet; thence N61°04'23"E 197.74 feet; thence N74°24'02"E 49.33 feet; thence N58°11'47"E 479.82 feet; thence N44°21'17"E 25.73 feet; thence S45°38'43"E 371.82 feet; thence S89°30'17"E 109.40 feet; thence N44°21'17"E 72.20 feet; thence S45°38'43"E 61.05 feet; thence along the arc of a 174.00 foot radius curve to the right 63.92 feet through a central angle of 21°02'57" (chord: S35°07'14"E 63.56 feet); thence along the arc of a 31.50 foot radius curve to the left 19.29 feet through a central angle of 35°04'53" (chord: S42°08'12"E 18.99 feet); thence N46°01'36"E 80.84 feet; thence S43°58'24"E 151.35 feet; thence South 91.52 feet; thence S5°47'53"E 62.30 feet; thence S67°06'26"E 106.71 feet; thence S61°19'15"E 104.89 feet; thence S53°52'03"E 103.61 feet; thence S34°11'12"W 95.86 feet; thence southeasterly along the arc of a 704.50 foot radius non-tangent curve to the right (radius bears: S34°11'12"W) 374.67 feet through a central angle of 30°28'16" (chord: S40°34'40"E 370.27 feet); thence N64°39'28"E 120.00 feet; thence

S46°34'23"E 109.23 feet; thence S45°08'11"E 92.87 feet; thence S39°59'35"E 84.64 feet; thence S89°59'56"W 882.90 feet; thence S0°00'04"E 891.46 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 35.96 feet to the west line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence along said real property the following two (2) courses: S0°25'08"W 881.29 feet; thence S89°34'01"E 842.75 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 929.06 feet to the south line of the Utah Power & Light Company property as defined by survey; thence along said south line northeasterly along the arc of a 544.00 foot radius non-tangent curve to the left (radius bears: N25°29'07"W) 8.46 feet through a central angle of 0°53'29" (chord: N64°04'08"E 8.46 feet) to the east line of that real property described in Deed Entry No. 4952:2006; thence S0°00'18"E along said real property 253.32 feet to the centerline of Fairfield Road; thence S52°38'12"W along said centerline 988.76 feet to the south line of said Section 21; thence N89°50'39"W along the Section Line 815.95 feet; thence N0°18'01"E 66.00 feet; thence N89°50'39"W 24.36 feet; thence North 36.34 feet; thence N46°27'15"W 133.07 feet; thence N36°34'11"E 103.90 feet; thence N74°28'29"E 76.45 feet; thence N51°17'58"E 110.22 feet; thence East 39.04 feet; thence North 31.27 feet; thence East 45.00 feet; thence South 39.18 feet; thence East 45.00 feet; thence S89°35'07"E 45.00 feet; thence S89°30'46"E 45.00 feet; thence North 95.25 feet; thence N3°27'08"E 56.10 feet; thence North 100.00 feet; thence East 46.59 feet; thence N45°59'47"E 129.55 feet; thence North 52.89 feet; thence N76°13'02"W 98.66 feet; thence N32°49'14"W 61.22 feet; thence N57°17'52"W 94.50 feet; thence N30°57'20"E 60.11 feet; thence N33°17'32"E 56.19 feet; thence N28°36'20"E 100.00 feet; thence N23°37'16"E 108.88 feet; thence N66°22'44"W 124.38 feet; thence N60°57'05"W 210.00 feet; thence N51°10'02"W 252.71 feet; thence N44°00'44"W 80.55 feet; thence N58°00'56"W 20.18 feet; thence N58°00'56"W 63.96 feet; thence N51°10'02"W 63.40 feet; thence N46°20'45"W 74.25 feet; thence N27°55'10"W 84.62 feet; thence N48°54'54"E 203.00 feet; thence southeasterly along the arc of a 571.00 foot radius non-tangent curve to the left (radius bears: N49°26'30"E) 79.78 feet through a central angle of 8°00'19" (chord: S44°33'39"E 79.71 feet); thence N38°49'58"E 357.60 feet; thence North 903.18 feet; thence East 574.80 feet; thence North 459.56 feet; thence West 659.17 feet; thence South 518.29 feet; thence West 160.08 feet; thence S23°39'00"E 310.85 feet; thence S53°30'58"W 103.38 feet; thence South 320.91 feet; thence S50°22'43"W 277.89 feet; thence S30°23'08"W 51.74 feet; thence S54°22'47"W 100.00 feet; thence N47°51'16"W 65.06 feet; thence N68°10'59"W 43.23 feet; thence N76°16'38"W 208.05 feet; thence N77°18'35"W 83.25 feet; thence N76°16'38"W 170.17 feet; thence S21°40'55"W 153.18 feet; thence S22°25'45"W 94.87 feet; thence S18°57'27"W 40.42 feet; thence southeasterly along the arc of a 9.00 foot radius non-tangent curve to the right (radius bears: S26°24'05"W) 13.37 feet through a central angle of 85°06'15" (chord: S21°02'48"E 12.17 feet); thence S21°30'20"W 99.04 feet; thence N68°29'40"W 18.00 feet; thence S21°30'20"W 67.00 feet; thence N68°29'40"W 22.08 feet; thence West 251.70 feet; thence South 68.50 feet; thence West 40.00 feet; thence southwesterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: West) 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"W 21.21 feet); thence West 66.70 feet; thence North 199.00 feet; thence West 169.48 feet; thence South 199.33 feet; thence N89°42'46"W 65.02 feet; thence South 135.00 feet; thence

N89°09'33"W 254.57 feet; thence N0°00'38"E 819.84 feet; thence S61°54'28"E 61.03 feet; thence S75°53'16"E 166.84 feet; thence N0°12'30"E 73.54 feet; thence N61°41'58"W 140.45 feet; thence N49°18'19"W 437.76 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 789.23 feet to the West 1/4 Corner of said Section 21; thence N0°12'36"E along the Section Line 1259.34 feet to the southerly line of that real property described in Deed Entry No. 83615:2009; thence along said real property the following two (2) courses: N33°39'41"E 1378.72 feet; thence N0°00'19"W 252.99 feet to the North Line of said Section 21; thence S89°00'57"E along the Section Line 41.52 feet to the west line of that real property described in Deed Entry No. 13804:2006; thence N0°15'47"E along said real property 73.56 feet to the northerly line of the Utah Power & Light Company easement as described in Deed Entry No. 4633:1970 and defined by survey; thence N33°57'27"E along said northerly line 2065.85 feet to the intersection with that real property described in Deed Entry No. 24119:2008; thence along said real property the following three (3) courses: N78°02'41"E 32.97 feet; thence N11°49'36"W 32.01 feet; thence N33°57'27"E 814.01 feet to the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 235.19 feet to the Quarter Section Line; thence S0°23'05"W along the Quarter Section Line 651.34 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following seventeen (17) courses: N65°39'53"E 283.43 feet; thence N88°24'59"E 355.06 feet; thence S62°03'18"E 559.95 feet; thence N54°53'34"E 305.11 feet; thence N23°32'32"W 24.36 feet; thence northwesterly along the arc of a 1050.64 foot radius non-tangent curve to the right (radius bears: N66°29'51"E) 208.68 feet through a central angle of 11°22'48" (chord: N17°48'45"W 208.33 feet); thence N12°07'21"W 544.62 feet; thence N57°07'21"W 141.74 feet to a point also being on the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 294.77 feet; thence S32°52'39"W 139.36 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 954.64 foot radius curve to the left 156.00 feet through a central angle of 9°21'45" (chord: S16°48'14"E 155.82 feet); thence N30°49'00"E 240.09 feet; thence N40°46'27"E 158.96 feet; thence N71°01'41"E 369.74 feet; thence N67°13'11"E 178.58 feet; thence S34°08'41"E 138.69 feet; thence S46°39'59"E 560.70 feet to the East Line of Section 16, T5S, R1W, SLB&M; thence S0°21'55"W along the Section Line 1820.99 feet to the point of beginning.

Contains: ±502.91 Acres

## PARCEL B

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

Beginning at a point located S0°23'19"W along the Section Line 872.14 feet from the East 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S0°23'19"W along the Section Line 451.38 feet; thence N89°30'51"W 126.94 feet; thence S38°52'48"W 335.80 feet; thence S57°12'50"W 153.95 feet to the easterly line of the Utah Power & Light Company property as defined by survey; thence N5°03'00"E along said easterly line 801.20 feet to the south line of that real property

described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence S89°34'01"E along said real property 399.68 feet to the point of beginning.

Contains: ±5.75 Acres

#### PARCEL C

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

Beginning at a point located N0°17'59"E 804.10 feet and West 655.12 feet from the South 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S78°06'45"W 88.01 feet; thence S45°58'16"W 47.01 feet; thence S72°49'07"W 112.97 feet; thence N5°23'54"W 169.91 feet; thence N1°36'28"W 80.87 feet; thence West 95.30 feet; thence S74°37'25"W 41.48 feet; thence West 88.00 feet; thence North 221.00 feet; thence N25°18'13"W 44.25 feet; thence North 88.00 feet; thence West 69.09 feet; thence South 73.00 feet; thence N89°56'59"W 40.00 feet; thence West 88.05 feet; thence N0°00'38"E 288.97 feet; thence East 470.49 feet; thence S84°36'47"E 239.67 feet; thence southwesterly along the arc of a 1459.00 foot radius non-tangent curve to the left (radius bears: S74°13'09"E) 704.56 feet through a central angle of 27°40'06" (chord: S1°56'48"W 697.73 feet) to the point of beginning.

Contains: ±8.16 Acres

#### PARCEL D

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

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

Contains: ±4.67 Acres

#### LESS AND EXCEPTING THE FOLLOWING TWO (2) PARCELS

#### PARCEL E

All of that real property described in Deed Entry No. 82157:2013 in the official records of the Utah County Recorder described as follows:

Commencing West 3743.27 feet from the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 769.12 feet; thence West 15.48 feet; thence South 74°33'16" West 60.49 feet; thence South 81°40'50" West 206.35 feet; thence North 17°22'00" West 15.18 feet; thence South 69°20'51" West 211.02 feet; thence South 51°58'34" West 62.87 feet; thence South 20°39'09" East 100

feet; thence South 69°20'51" West 302.99 feet; thence North 1114.19 feet; thence East 777.73 feet to beginning.  
 Contains: ±16.089 Acres

**PARCEL F**

A portion of that real property described in Deed Entry No. 26972:2006 in the official records of the Utah County Recorder described as follows:

A parcel of land in the South Half of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows:

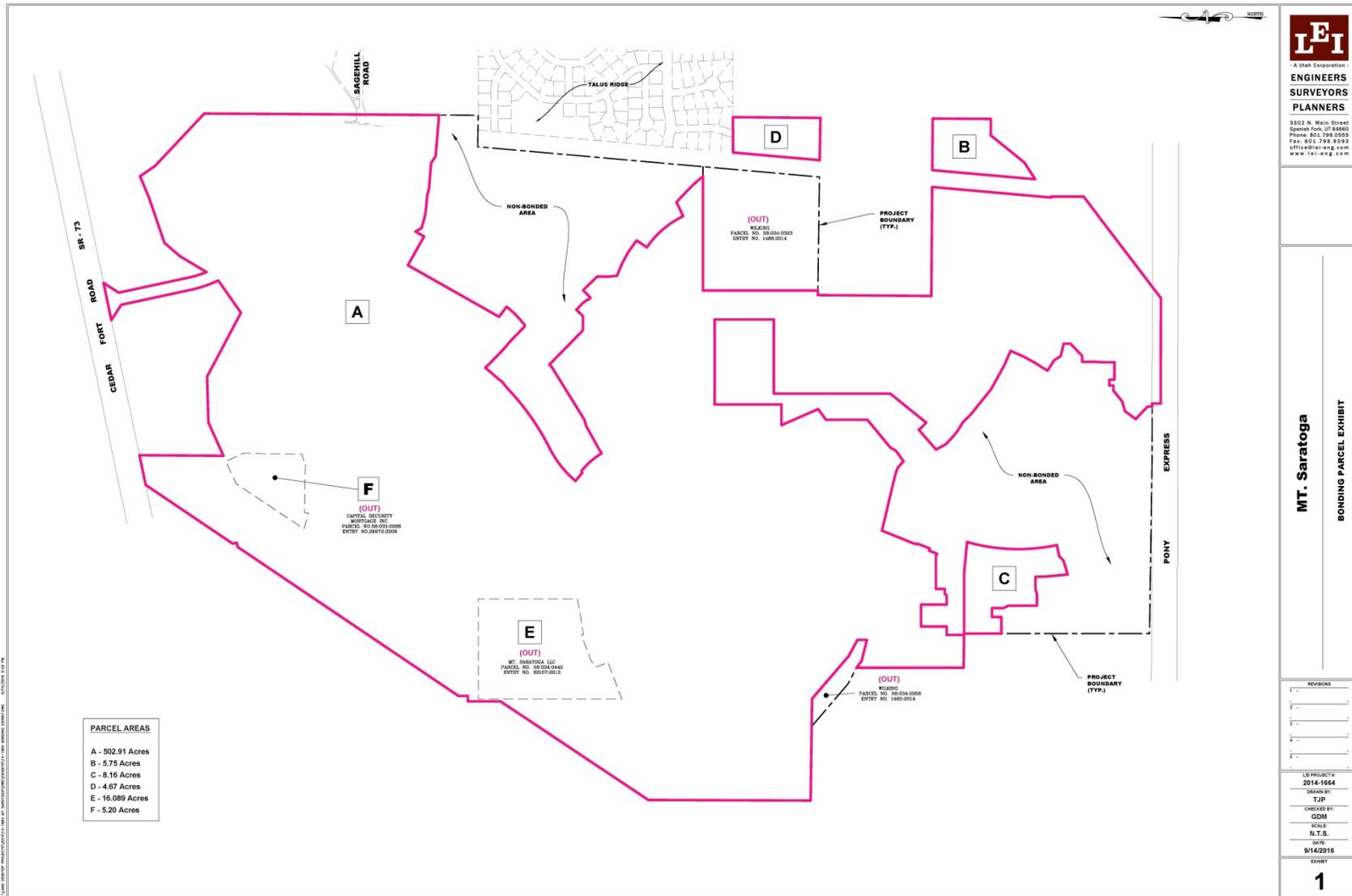
Commencing at the Southeast Corner of said Section 16, and running thence North 00°22'06" East 1958.04 feet; thence West 2691.22 feet to the true point of beginning; thence South 24°19'46" East 151.48 feet; thence South 00°59'13" West 455.35 feet to a point of intersection with a non-tangent 106.00 foot radius curve to the left; thence Southwesterly 49.59 feet along said curve having a central angle of 26°48'14", subtended by a chord that bears South 76°14'40" West 49.14 feet; thence South 00°59'13" West 11.03 feet; thence North 89°00'55" West 406.08 feet; thence South 00°59'05" West 31.00 feet; thence North 74°49'37" West 128.62 feet; thence North 33°38'08" East 634.42 feet; thence North 65°37'56" East 189.51 feet to the true point of beginning.  
 Contains: ±5.20 Acres

<b>Assessment List</b>			
<i>Parcel Number</i>	<i>ERUs</i>	<i>Est. Assessment</i>	<i>Owner</i>
58-033-0243	696	\$ 2,661,704.69	DCP Saratoga LLC
58-033-0208	84	321,240.36	DCP Saratoga LLC
58-034-0230	275	1,051,679.75	DCP Saratoga LLC
58-034-0289	8	30,594.32	DCP Saratoga LLC
58-034-0290	12	45,891.48	DCP Saratoga LLC
58-034-0312	15	57,364.35	DCP Saratoga LLC
58-034-0313	57	217,984.53	DCP Saratoga LLC
58-033-0328	68	260,051.72	DCP Saratoga LLC
58-033-0329	108	413,023.32	DCP Saratoga LLC
58-034-0333	100	382,429.00	DCP Saratoga LLC
58-034-0340	66	252,403.14	DCP Saratoga LLC
58-034-0341	11	42,067.19	DCP Saratoga LLC
58-034-0347	15	57,364.35	DCP Saratoga LLC
58-034-0355	76	290,646.04	DCP Saratoga LLC
58-034-0357	125	478,036.25	DCP Saratoga LLC
58-034-0359	31	118,552.99	DCP Saratoga LLC
58-034-0360	161	615,710.69	DCP Saratoga LLC
58-034-0372	12	45,891.48	DCP Saratoga LLC
58-034-0441	15	57,364.35	DCP Saratoga LLC
58-033-0182	0	-	DCP Saratoga LLC

58-033-0186	0	-	DCP Saratoga LLC
58-034-0353	0	-	DCP Saratoga LLC
<b>Total</b>	<b>1,935</b>	<b>\$ 7,400,000.00</b>	

# EXHIBIT D

## DESCRIPTION OF BOUNDARY OF THE ASSESSMENT AREA



# EXHIBIT E

## MAP SHOWING IMPROVEMENTS

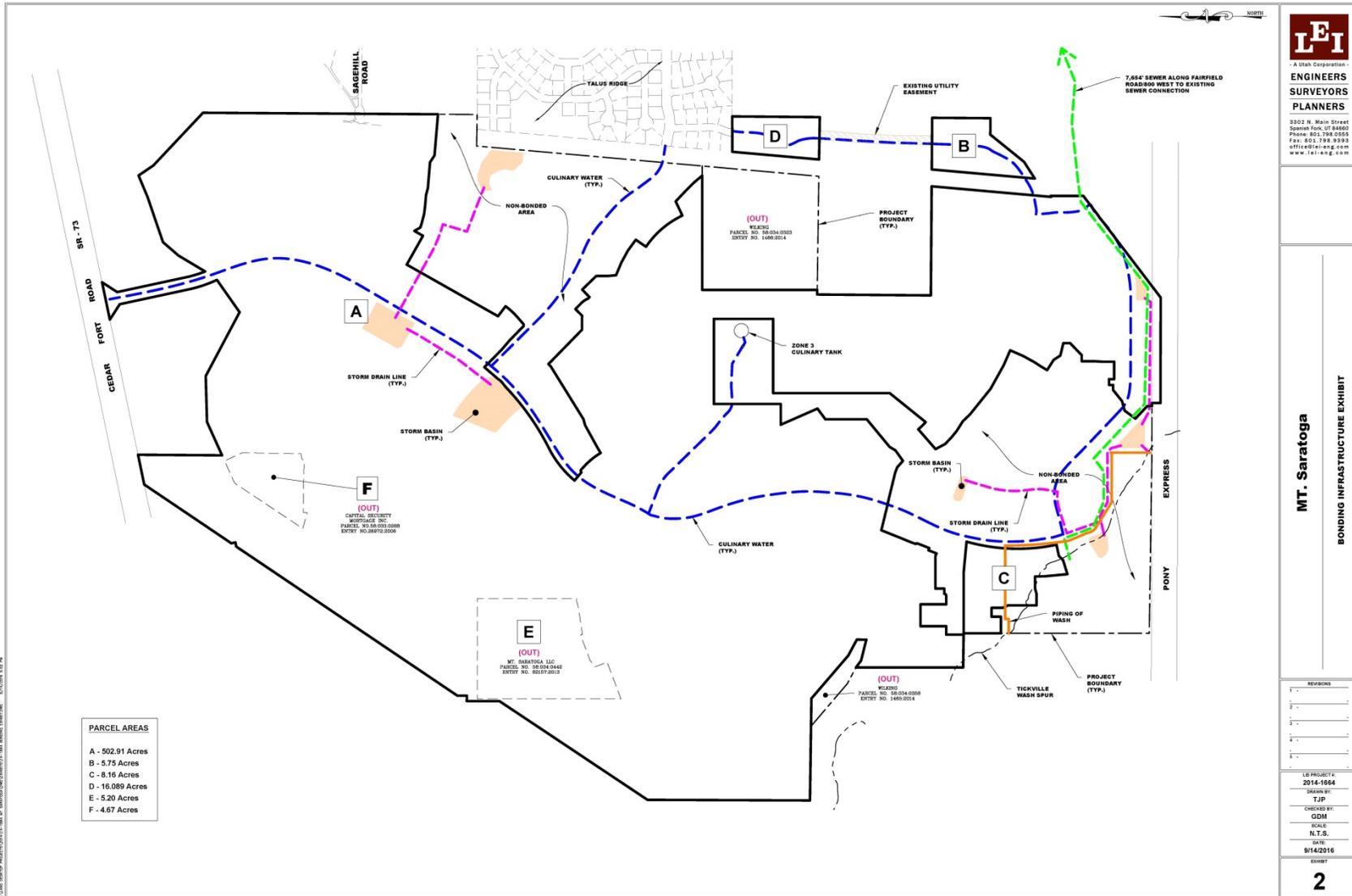


EXHIBIT F

EVIDENCE OF RECORDING RESOLUTION

EXHIBIT G

CERTIFICATE OF PROJECT ENGINEER

EXHIBIT H  
APPRAISAL

Saratoga Springs, Utah

October 4, 2016

The City Council (the “Council”) of the City of Saratoga Springs, Utah met in regular session on Tuesday, October 4, 2016, at its regular meeting place in the City of Saratoga Springs, Utah, at 7:00 p.m. with the following members of the Council present:

Jim Miller	Mayor
Shellie Baertsch	Councilmember
Michael McOmber	Councilmember
Bud Poduska	Councilmember
Chris Porter	Councilmember
Stephen Willden	Councilmember

Also present:

Mark Christensen	City Manager
Cindy LoPiccolo	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 4, 2016 meeting, a copy of which is attached hereto as Exhibit A.

The Mayor then noted that the Council is now convened in this meeting for the purpose, among other things, to adopt an ordinance levying an assessment (the “Ordinance”) for the \_\_\_\_\_ (the “Assessment Area”). The following Ordinance was then introduced in writing, was fully discussed, and pursuant to a motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, adopted by the following vote:

AYE:

NAY:

The Ordinance was then signed by the Mayor in open meeting and recorded in the official records of the City of Saratoga Springs, Utah. The Ordinance is as follows:

ORDINANCE NO. 16-24 (10-4-16)

AN ORDINANCE CONFIRMING THE ASSESSMENT LIST AND LEVYING AN ASSESSMENT AGAINST CERTAIN PROPERTIES IN THE MT. SARATOGA (THE "ASSESSMENT AREA") TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF ROAD, STORM WATER, SEWER, CULINARY AND SECONDARY WATER (COLLECTIVELY, THE "IMPROVEMENTS"); ESTABLISHING A RESERVE FUND; PROVIDING FOR CERTAIN REMEDIES UPON DEFAULT IN THE PAYMENT OF ASSESSMENTS; ESTABLISHING THE EFFECTIVE DATE OF THIS ORDINANCE; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of Saratoga Springs, Utah (the "City"), pursuant to the Assessment Area Act, Title 11 Chapter 42, Utah Code Annotated 1953, as amended (the "Act"), and pursuant to a resolution adopted on the date hereof (the "Designation Resolution"), designated the Assessment Area after having obtained from the owner of all the property to be assessed within the Assessment Area (the "Owner") an executed Acknowledgement, Waiver and Consent (the "Waiver and Consent") in the form attached to the Designation Resolution; and

WHEREAS, the Council has now determined the total estimated cost of the Improvements and desires to assess the properties within the Assessment Area, and has prepared an assessment list of the assessments to be levied to finance the cost of the Improvements (the "Assessments"); and

WHEREAS, the Council now desires to confirm the assessment list and to levy said Assessments in accordance with this assessment ordinance:

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

Section 1. Determination of Costs of the Improvements. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Designation Resolution. The Council has determined that the estimated acquisition, construction and installation costs of the Improvements within the Assessment Area, including overhead costs are \$8,010,440 but only \$6,500,000 of such costs shall be levied against the properties benefited within the Assessment Area (together with other related allowable financing costs described herein). Such amount to be levied is an estimate, as permitted under Section 11-42-401 of the Act. If the Assessments intended to cover \$6,500,000 of the Improvements, plus the anticipated Owner contributing necessary to complete the estimated costs of the Improvements, are still not sufficient in amount to complete the Improvements, the Owner shall be responsible to pay the remaining amount in order to complete the Improvements. However, the City does not guaranty such payments from the Owner. Therefore, if for any reason the Owner does not pay such remaining amount to complete the Improvements, any and all property owners within the Assessment Area shall be responsible for paying any pro-rata share of additional costs

required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment. Furthermore, each parcel of property (including subdivided parcels) within the Assessment Area shall have an allocated number of ERUs. However, as permitted by law, property owners in the Assessment Area may be subject to additional development impact costs related to the services provided by the Improvements based upon the requested development of their property if such impact costs exceed the capacity of the allocated ERUs.

Section 2. Approval of Assessment List; Findings. The Council confirms and adopts the assessment list for the Assessment Area, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the “Assessment List”). The Council has determined that the Assessments are levied according to the benefits to be derived by each property within the Assessment Area and in any case the Owner has consented to such methodology as provided in Section 11-42-409(5).

Section 3. Levy of Assessments. The Council does hereby levy an Assessment against each parcel of property identified in the Assessment List. Said Assessments levied upon each parcel of property therein described shall be in the amount set forth in the Assessment List. The Assessments are levied upon each parcel of property in the Assessment Area in accordance with the benefit received from the Improvements and in any case the Owner has consented to such methodology as provided in Section 11-42-409(5).

Section 4. Amount of Total Assessments. The Assessments do not exceed in the aggregate the sum of: (a) the estimated contract price of the Improvements; (b) the estimated acquisition price of the Improvements; (c) the reasonable cost of (i) utility services, maintenance, and operation to the extent permitted by the Act and (ii) labor, materials, or equipment supplied by the City, if any; (d) the price or estimated price of purchasing property; (e) overhead costs not to exceed fifteen percent (15%) of the sum of (a), (b), and (c); (f) an amount for contingencies of not more than ten percent (10%) of the sum of (a) and (c); (g) estimated interest on interim warrants and bond anticipation notes issued to finance the Improvements; and (h) an amount sufficient to fund a reserve fund.

Section 5. Method and Rate. Inasmuch as the assessed property has yet to be subdivided as contemplated for development, the Assessments are levied by ERUs and against all of the Assessment Area. Each of the benefited properties will be assessed within

the Assessment Area under an equivalent residential unit (“ERU”) type method of assessment as follows:

<u>Improvements</u>	<u>Estimated Assessment</u>	<u>Total number of ERUs</u>	<u>Assessment Per ERU</u>
All Improvements	\$7,400,000	1,935	\$3,824.29

Notwithstanding the levy of the assessments by ERU’s, in order to provide additional security for the payment of assessments, the City shall require that all assessments of all properties owned by the same owner within the Assessment Area (or an affiliate of the same owner) be aggregated as a single unified assessment against all properties owned by the same owner within the Assessment Area (or an affiliate of the same owner).

Section 6. Payment of Assessments; Transfer of Property.

(a) In all cases of transfers of property the City must countersign the applicable Acknowledgment, Waiver and Consent form. The City Council hereby determines that the Improvements have a useful life of not less than twenty (20) years, and has elected to have the Assessments prepaid prior to any transfer of title of property bearing an Assessment. The existing planning and zoning conditions of the City shall govern the development in the Assessment Area. Assessment payments shall be payable as to principal and interest thereon annually on each October 1 beginning October 1, 2017; provided, however, the final payment shall be due on October 1, 2026, such that the aggregate annual Assessment payments shall be in substantially equal amounts, subject, however, to adjustment as a result of prepayment of Assessments or an increase or decrease in overhead costs. Prior to any transfer, whether by purchase or foreclosure or otherwise, of property within the Assessment Area, the Assessment related to such property must be paid in full. If, however, a subsequent property owner shall execute a consent to the application of non-judicial foreclosure and waiver of any ability to contest the application of any non-judicial foreclosure remedy with regard to such property in accordance with the Act and in form satisfactory to the City, the Assessment may remain outstanding on such property and be paid in installments as set forth herein. If title to property within the Assessment Area is transferred without the payment in full of the Assessment or the execution of the applicable consent and waiver, irrespective of property owner knowledge or intent with regard thereto, the City shall be entitled to commence foreclosure proceedings on such property within 30 days of providing notice of the same to the property owner. Interest on the unpaid balance of the Assessments shall accrue at the same rate or rates as shall be borne by the assessment bonds anticipated to be issued by the City for the Assessment Area (or any bonds which refund the same) (the “Assessment Bonds”), plus an annual administration cost incurred by the City of .50% of the outstanding

Assessments amount not to exceed \$25,000 per year plus any direct out of pocket costs of the City. The City may outsource all or a portion of the administration services.

(b) The City Council will collect the Assessments by directly billing each property owner, rather than inclusion on a property tax notice. The bill for each Assessment payment shall be sent prior to September 1 of each year, commencing prior to September 1, 2017; provided, however, the final bill shall be sent prior to September 1, 2026. However, failure to send any such bill by the scheduled date shall not impact the requirement of property owners to timely pay their Assessments on the due date thereof.

(c) All unpaid installments of an Assessment levied against any piece of property may be paid prior to the dates on which they become due, but any such prepayment must include an additional amount equal to the interest which would accrue on the Assessment to the next succeeding date on which interest is payable on the Assessment Bonds plus such additional amount as, in the opinion of the City Manager of the City (the "City Manager") (with assistance from the administrator of the Assessments, if any), is necessary to assure the availability of money to pay interest on the Assessment Bonds as interest becomes due and payable, plus any premiums required to redeem the Assessment Bonds on their first available call date, plus any reasonable administrative costs.

(d) The property assessed has yet to be fully subdivided as anticipated for development. At such time as all or any portion of the property assessed hereunder is subdivided into smaller parcels as evidenced by a subdivision plat, approved at the sole discretion of the Council and recorded in the City Recorder's office, the Council may elect, appropriately at its sole discretion, to allocate the Assessment balance of the previously undivided property within the Assessment Area to said smaller parcels on a proportionate basis (based on ERUs allocated to said smaller parcels) by adopting an amendment to this Ordinance approving such allocation. The required annual Assessment payments for each smaller parcel shall be based on ERUs allocated by the City to said smaller parcel, so that the aggregate total of all of the annual Assessment installments for all of the smaller parcels within the Assessment Area will equal the total annual Assessment for the previously undivided property in such Assessment Area. When an Assessment lien is perfected for each of the smaller parcels in the Assessment Area, the total Assessment levied against the previously undivided property in such Assessment Area will be released, having been replaced by the aggregate of the Assessments allocated to each of the smaller parcels. In the event that the ERUs for any subdivided parcels do not at least equal the amount of ERUs allocated to the previously undivided property, the owner shall be required to prepay the amount of the Assessment for all of the eliminated ERUs or this assessment ordinance shall be amended to require that the subdivided parcels shall be assessed at a higher amount to cover any potential shortfall, all within the sole discretion of the Council.

A release of the Assessment lien for any subdivided parcel will be delivered by the City at the time the Assessment balance for such subdivided parcel is paid in full.

(e) Following subdivision of the assessed property and allocation of the Assessments, if prepayment of an Assessment prior to the Assessment payment date, or any part thereof, arises out of a need of the property owner to clear the Assessment lien from a portion (the “Release Parcel”) of an assessed parcel (the “Assessed Parcel”), the Assessment lien on the Release Parcel may be released by the City, as follows:

(i) The property owner shall submit the legal description of the Release Parcel which shall include the total ERUs allocated by the City to the Release Parcel.

(ii) The property owner shall prepay an Assessment applicable to the Release Parcel calculated by the City Manager (with assistance from the administrator of the Assessments, if any) as follows: the amount of the prepayment calculated pursuant to Section 6(c) herein for the entire Assessed Parcel less any previously paid regularly scheduled Assessment payments multiplied by the percentage calculated by dividing the ERUs of the Release Parcel by the total ERUs of the entire Assessed Parcel.

(iii) The partial release of lien upon payment of the prepayment amount determined under subparagraph (ii) above shall not be permitted, except as otherwise provided in this paragraph, if the fair market value of the Assessed Parcel, after release of the Release Parcel, is less than three times the sum of (A) the remaining unpaid Assessment on such Assessed Parcel, plus (B) any other unpaid Assessment liens or property tax liens on such Assessed Parcel. In determining the value of the Assessed Parcel, the City Manager (with assistance from the administrator of the Assessments, if any) is entitled to, but need not rely on, credible evidence or documentation presented by the owner of said parcel. If the City Manager (with assistance from the administrator of the Assessments, if any) determines that the proposed partial release does not comply with the requirements of this paragraph, such partial release may still be permitted if the owner prepays a larger portion of the Assessment in order to clear the Assessment lien from the Release Parcel, all as determined by said City Manager (with assistance from the administrator of the Assessments, if any).

(iv) Prepayments of Assessments shall be applied as provided in the indenture of trust under which the Assessment Bonds are issued (the “Indenture”). As prepayments are paid and applied against the payment of the Assessment applicable to the Release Parcel, the Release Parcel may be released from the lien of the Assessment in accordance with this subparagraph (e), and the original Assessments levied against the remaining Assessed Parcel shall remain unpaid.

(f) At the time of subdivision of the assessed property, the City may amend this ordinance, including to revise the boundaries of the Assessment Area, in order to permit the development of the assessed property and to enhance the security provided to the holders of the Assessment Bonds.

Section 7. Default in Payment. If a default occurs in the payment of any Assessment when due, the City Manager, on behalf of the Council, may declare the unpaid amount to be immediately due and payable and subject to collection as provided herein. In addition, the City Manager, on behalf of the Council, may accelerate payment of the total unpaid balance of the Assessment and declare the whole of the unpaid principal and interest then due to be immediately due and payable. Interest shall accrue and be paid on all amounts declared to be delinquent or accelerated and immediately due and payable at a rate of 18% per annum (the “Delinquent Rate”). In addition to interest charges at the Delinquent Rate, costs of collection, as approved by the City Manager on behalf of the Council, including, without limitation, attorneys’ fees, trustee’s fees, and court costs, incurred by the City or required by law shall be charged and paid on all amounts declared to be delinquent or accelerated and immediately due and payable.

Upon any default, the City Manager shall give notice in writing of the default to the owner of the property in default as shown by the last available completed real property assessment rolls of Utah County (the “County”). Notice shall be effective upon deposit of the notice in the U.S. Mail, postage prepaid, and addressed to the owner as shown on the last completed real property assessment rolls of the County. The notice shall provide for a period of thirty (30) days in which the owner shall pay the installments then due and owing, after which the City Manager, on behalf of the City, may immediately initiate a sale of the property as provided in Title 59, Chapter 2, Part 13, Utah Code Annotated 1953, as amended or sell the property pursuant to Section 11-42-502(1)(c) and related pertinent provisions of the Act, in the manner provided for actions to foreclose trust deeds, or utilize any other remedy permitted by law. In accordance with Section 11-42-502 of the Act, the Council shall designate a qualified trustee to carry out such foreclosure, and said trustee shall be deemed to have a power of sale and all other rights, power, and authority necessary to legally and lawfully foreclose the lien for delinquent Assessments. If for any reason the trustee cannot perform the powers and responsibilities herein provided, it may appoint, with the consent of the City, a qualified trustee to serve as trustee. If at the sale no person or entity shall bid and pay the City the amount due on the Assessment plus interest and costs, the property shall be deemed sold to the City for these amounts. The City shall be permitted to bid at the sale. So long as the City retains ownership of the property, it shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them and shall be entitled to use amounts on deposit in the various accounts of the Reserve Fund (as defined herein) for such purpose. [The City has no intention of owning the property and will surrender the property to bondholders in full satisfaction of the obligation. Should we add this language here or is there a better spot?]

The remedies provided herein for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means or remedy of collection or enforcement available at law or in equity shall not deprive the City or the trustee on behalf of the City, of the use of any other method

or means. The amounts of accrued interest and all costs of collection, trustee's fees, attorneys' fees, and costs, shall be added to the amount of the Assessment up to, and including, the date of foreclosure sale.

Section 8. Remedy of Default. If prior to the final date payment may be legally made under a final sale or foreclosure of property to collect delinquent Assessments, or prior to the end of the three-month reinstatement period provided by Section 57-1-31 of the Utah Code in the event the collection is enforced through the method of foreclosing trust deeds, the property owner pays the full amount of all unpaid installments of principal and interest which are past due and delinquent with interest on such installments at the rate or rates set forth in Section 7 herein to the payment date, plus all trustee's fees, attorneys' fees, and other costs of collection, plus interest incurred by virtue of the City making a payment into the Reserve Fund as described in Section 10 herein, the Assessment of said owner shall be restored and the default removed, and thereafter the owner shall have the right to make the payments in installments as if the default had not occurred. Any payment made to cure a default shall be applied first, to the payment of attorneys' fees and other costs incurred as a result of such default, including interest incurred by virtue of the City making a payment into the Reserve Fund; second, to interest charged on past due installments, as set forth above; third, to the interest portion of all past due Assessments; and last, to the payment of outstanding principal.

Section 9. Lien of Assessment. An Assessment or any part or installment of it, any interest accruing thereon and the penalties, trustee's fees, attorneys' fees, and other costs of collection therewith shall constitute a lien against the property upon which the Assessment is levied on the effective date of this Ordinance. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's, or materialman's lien, or other encumbrance and shall be equal to and on a parity with the lien for general property taxes. The lien shall apply without interruption, change in priority, or alteration in any manner to any reduced payment obligations and shall continue until the Assessment, reduced payment obligations, and any interest, penalties, and costs on it are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, or other Assessment or the issuance of a tax deed, an assignment of interest by the City or a sheriff's certificate of sale or deed.

Section 10. Reserve Fund. (a) The City does hereby establish a reserve fund (the "Reserve Fund") in lieu of funding a special improvement guaranty fund, as additional security for the Assessment Bonds.

(b) The Reserve Fund shall be initially funded from proceeds of the Assessment Bonds in an amount not to exceed the least of (i) ten percent (10%) of the proceeds of the Assessment Bonds determined on the basis of its initial purchase price to the public, (ii) the maximum aggregate annual debt service requirement during any bond fund year for the Assessment Bonds, and (iii) 125% of the average aggregate annual debt service requirement for the Assessment Bonds (the "Reserve Requirement"). The cost of initially funding the Reserve Fund is included in the Assessments of the property in the Assessment Area.

(c) The Reserve Requirement shall be adjusted as property owners prepay their Assessments in full as provided in the Indenture.

(d) The moneys on deposit in the Reserve Fund, if any, shall, upon the final payment of the Assessment Bonds, be applied to the final Assessment payment obligation of the assessed properties. If the amounts on deposit in the Reserve Fund exceed the final Assessment obligation, any excess amounts shall be paid by the City to the owners whose properties were subject to the final Assessment payment obligation, as an excess Assessment payment.

(e) In the event insufficient Assessments are collected by the City to make the debt service payments on the Assessment Bonds, the City shall draw on the Reserve Fund to make up such deficiency.

(f) Amounts recovered by exercise of any of the remedies provided herein or otherwise from delinquent Assessments (and not needed to pay amounts coming due on the Assessment Bonds) shall be used to replenish amounts drawn from the Reserve Fund.

(g) In the event the Assessment Bonds are refunded, the Reserve Requirement may be adjusted by the City and amounts in the Reserve Fund may be applied to assist in such refunding. Any refunding of the Assessment Bonds shall not increase the total cost of the Assessments in any one year.

Section 11. Investment Earnings. Except as otherwise provided in the Indenture, all investment earnings on the Reserve Fund shall be maintained in said Fund and applied in the same manner as the other moneys on deposit therein as provided in the Indenture.

Section 12. Contestability. No Assessment shall be declared invalid or set aside, in whole or in part, in consequence of any error or irregularity which does not go to the equity or justice of the Assessment or proceeding. The Owner and any succeeding property owner (whether by sale, foreclosure, or any other property transfer of title) has waived any rights to contest this Assessment Ordinance. Any party who has not waived his objections to the same as provided by statute may commence a civil action in the district court with jurisdiction in the County against the City to enjoin the levy or collection of the Assessment or to set aside and declare unlawful this Ordinance.

Such action must be commenced and summons must be served on the City not later than sixty (60) days after the effective date of this Ordinance. This action shall be the exclusive remedy of any aggrieved party. No court shall entertain any complaint which the party was authorized to make by statute but did not timely make or any complaint that does not go to the equity or justice of the Assessment or proceeding.

After the expiration of the sixty (60) day period provided in this section:

(a) The Assessment Bonds and any refunding bonds to be issued with respect to the Assessment Area and the Assessments levied in the Assessment Area

shall become incontestable as to all persons who have not commenced the action and served a summons as provided for in this section; and

(b) No suit to enjoin the issuance or payment of the Assessment Bonds or refunding assessment bonds, the levy, collection, or enforcement of the Assessments, or in any other manner attacking or questioning the legality of the Assessment Bonds or refunding assessment bonds or Assessments may be commenced, and no court shall have authority to inquire into these matters.

Section 13. Notice to Property Owners. The Owner is hereby deemed to have received notice of assessment and has waived any notice and hearing requirements under the Act.

Section 14. All Necessary Action Approved. The officials of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including the filing of a notice of assessment interest with the County Recorder.

Section 15. Repeal of Conflicting Provisions. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

Section 16. Publication of Ordinance. Immediately after its adoption, this Ordinance shall be signed by the Mayor and City Recorder and shall be recorded in the ordinance book kept for that purpose upon final confirmation of the property description of the Assessment Area. The officials of the City are hereby authorized to make technical corrections to the legal description of the Assessment Area. Upon finalization of the legal description, this Ordinance, or a summary thereof, shall be published once in the Daily Herald, a newspaper published and having general circulation in the City, [and shall take effect on \_\_\_\_\_]. A copy of this Ordinance shall also be posted on the Utah Public Notice Website (<http://pmn.utah.gov>).

PASSED AND APPROVED by the City Council of the City of Saratoga Springs,  
Utah, this October 4, 2016.

By: \_\_\_\_\_  
Jim Miller, Mayor

ATTEST:

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

Thereupon the City Manager of the City was authorized and directed to give notice of assessment by certified mail to the property owners in the Assessment Area.

After the transaction of other business not pertinent to the foregoing matter, the meeting was on motion duly made, seconded, and carried, adjourned.

By: \_\_\_\_\_  
Jim Miller, Mayor

ATTEST:

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder



## PROOF OF PUBLICATION

Attached to this page is the Proof of Publication, indicating by the affidavit of the publisher that a summary said Ordinance levying the assessments which was contained in the Ordinance adopted by the City Council on \_\_\_\_\_, 2016 was published one time in the Daily Herald.

A summary of this Ordinance was also posted on the Utah Public Notice Website (<http://pmn.utah.gov>) maintained in accordance with Utah Code Section 45-1-101 and will remain so posted for at least 21 days as required by Section 11-42-404(2)(ii) of the Act.

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy LoPiccolo, the undersigned City Recorder of the City of Saratoga Springs, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 4, 2016, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on September 28, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Daily Herald on September 28, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2016 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City to be held during the year, by causing said Notice to be (i) posted on January 6, 2016 at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the City on or about December 30, 2015, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature this October 4, 2016.

By: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

SCHEDULE 1  
NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING

EXHIBIT B

ASSESSMENT LIST

Inasmuch as the assessed property has yet to be subdivided as contemplated for development, the Assessment is levied by ERU's and against all of the Assessment Area as follows:

<u>Improvements</u>	<u>Estimated Assessment</u>	<u>Total Number of ERUs</u>	<u>Estimated Assessment Per ERU</u>
All Improvements	\$7,400,000	1,935	\$3,824.29

The Assessment Area is more particularly described as follows:

PARCEL A

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

Beginning at a point located N0°21'55"W along the Section Line 303.86 feet from the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N85°12'00"W 319.37 feet; thence N56°49'03"W 63.65 feet; thence N85°12'00"W 200.00 feet; thence N75°26'38"W 56.82 feet; thence N85°12'00"W 72.34 feet; thence N83°28'38"W 70.23 feet; thence N75°18'58"W 77.46 feet; thence N72°27'08"W 33.47 feet; thence N30°13'02"W 53.80 feet; thence S29°26'00"W 76.45 feet; thence N60°34'00"W 256.00 feet; thence S29°26'00"W 812.50 feet; thence S53°01'32"E 96.70 feet; thence southwesterly along the arc of a 572.00 foot radius non-tangent curve to the right (radius bears: N53°40'24"W) 123.56 feet through a central angle of 12°22'38" (chord: S42°30'55"W 123.32 feet); thence S48°42'14"W 70.34 feet; thence along the arc of a 15.00 foot radius curve to the right 22.42 feet through a central angle of 85°39'04" (chord: N88°28'14"W 20.39 feet); thence N45°38'43"W 152.41 feet; thence N49°28'04"W 91.14 feet; thence N45°36'37"W 150.74 feet; thence N43°49'44"W 41.77 feet; thence S40°45'14"W 141.82 feet; thence along the arc of a 108.00 foot radius non-tangent curve to the right (radius bears: N60°30'10"W) 42.44 feet through a central angle of 22°30'47" (chord: S40°45'14"W 42.16 feet); thence S52°00'37"W 35.14 feet; thence S49°13'44"W 16.21 feet; thence along the arc of a 1958.50 foot radius non-tangent curve to the right (radius bears: N43°33'10"W) 572.53 feet through a central angle of 16°44'57" (chord: S54°49'18"W 570.49 feet); thence along the arc of a 796.50 foot radius curve to the left 322.56 feet through a central angle of 23°12'13" (chord: S51°35'41"W 320.36 feet); thence S50°00'26"E 83.00 feet; thence along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: S50°00'26"E) 24.40 feet through a central angle

of 93°12'03" (chord: N86°35'36"E 21.80 feet); thence S46°48'23"E 38.61 feet; thence along the arc of a 576.00 foot radius curve to the right 159.63 feet through a central angle of 15°52'42" (chord: S38°52'02"E 159.11 feet); thence N59°04'19"E 48.00 feet; thence N61°04'23"E 197.74 feet; thence N74°24'02"E 49.33 feet; thence N58°11'47"E 479.82 feet; thence N44°21'17"E 25.73 feet; thence S45°38'43"E 371.82 feet; thence S89°30'17"E 109.40 feet; thence N44°21'17"E 72.20 feet; thence S45°38'43"E 61.05 feet; thence along the arc of a 174.00 foot radius curve to the right 63.92 feet through a central angle of 21°02'57" (chord: S35°07'14"E 63.56 feet); thence along the arc of a 31.50 foot radius curve to the left 19.29 feet through a central angle of 35°04'53" (chord: S42°08'12"E 18.99 feet); thence N46°01'36"E 80.84 feet; thence S43°58'24"E 151.35 feet; thence South 91.52 feet; thence S5°47'53"E 62.30 feet; thence S67°06'26"E 106.71 feet; thence S61°19'15"E 104.89 feet; thence S53°52'03"E 103.61 feet; thence S34°11'12"W 95.86 feet; thence southeasterly along the arc of a 704.50 foot radius non-tangent curve to the right (radius bears: S34°11'12"W) 374.67 feet through a central angle of 30°28'16" (chord: S40°34'40"E 370.27 feet); thence N64°39'28"E 120.00 feet; thence S46°34'23"E 109.23 feet; thence S45°08'11"E 92.87 feet; thence S39°59'35"E 84.64 feet; thence S89°59'56"W 882.90 feet; thence S0°00'04"E 891.46 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 35.96 feet to the west line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence along said real property the following two (2) courses: S0°25'08"W 881.29 feet; thence S89°34'01"E 842.75 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 929.06 feet to the south line of the Utah Power & Light Company property as defined by survey; thence along said south line northeasterly along the arc of a 544.00 foot radius non-tangent curve to the left (radius bears: N25°29'07"W) 8.46 feet through a central angle of 0°53'29" (chord: N64°04'08"E 8.46 feet) to the east line of that real property described in Deed Entry No. 4952:2006; thence S0°00'18"E along said real property 253.32 feet to the centerline of Fairfield Road; thence S52°38'12"W along said centerline 988.76 feet to the south line of said Section 21; thence N89°50'39"W along the Section Line 815.95 feet; thence N0°18'01"E 66.00 feet; thence N89°50'39"W 24.36 feet; thence North 36.34 feet; thence N46°27'15"W 133.07 feet; thence N36°34'11"E 103.90 feet; thence N74°28'29"E 76.45 feet; thence N51°17'58"E 110.22 feet; thence East 39.04 feet; thence North 31.27 feet; thence East 45.00 feet; thence South 39.18 feet; thence East 45.00 feet; thence S89°35'07"E 45.00 feet; thence S89°30'46"E 45.00 feet; thence North 95.25 feet; thence N3°27'08"E 56.10 feet; thence North 100.00 feet; thence East 46.59 feet; thence N45°59'47"E 129.55 feet; thence North 52.89 feet; thence N76°13'02"W 98.66 feet; thence N32°49'14"W 61.22 feet; thence N57°17'52"W 94.50 feet; thence N30°57'20"E 60.11 feet; thence N33°17'32"E 56.19 feet; thence N28°36'20"E 100.00 feet; thence N23°37'16"E 108.88 feet; thence N66°22'44"W 124.38 feet; thence N60°57'05"W 210.00 feet; thence N51°10'02"W 252.71 feet; thence N44°00'44"W 80.55 feet; thence N58°00'56"W 20.18 feet; thence N58°00'56"W 63.96 feet; thence N51°10'02"W 63.40 feet; thence N46°20'45"W 74.25 feet; thence N27°55'10"W 84.62 feet; thence N48°54'54"E 203.00 feet; thence southeasterly along the arc of a 571.00 foot radius non-tangent curve to the left (radius bears: N49°26'30"E) 79.78 feet through a central angle of 8°00'19" (chord: S44°33'39"E 79.71 feet); thence N38°49'58"E 357.60 feet; thence North 903.18 feet; thence East 574.80 feet; thence North 459.56 feet; thence

West 659.17 feet; thence South 518.29 feet; thence West 160.08 feet; thence S23°39'00"E 310.85 feet; thence S53°30'58"W 103.38 feet; thence South 320.91 feet; thence S50°22'43"W 277.89 feet; thence S30°23'08"W 51.74 feet; thence S54°22'47"W 100.00 feet; thence N47°51'16"W 65.06 feet; thence N68°10'59"W 43.23 feet; thence N76°16'38"W 208.05 feet; thence N77°18'35"W 83.25 feet; thence N76°16'38"W 170.17 feet; thence S21°40'55"W 153.18 feet; thence S22°25'45"W 94.87 feet; thence S18°57'27"W 40.42 feet; thence southeasterly along the arc of a 9.00 foot radius non-tangent curve to the right (radius bears: S26°24'05"W) 13.37 feet through a central angle of 85°06'15" (chord: S21°02'48"E 12.17 feet); thence S21°30'20"W 99.04 feet; thence N68°29'40"W 18.00 feet; thence S21°30'20"W 67.00 feet; thence N68°29'40"W 22.08 feet; thence West 251.70 feet; thence South 68.50 feet; thence West 40.00 feet; thence southwesterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: West) 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"W 21.21 feet); thence West 66.70 feet; thence North 199.00 feet; thence West 169.48 feet; thence South 199.33 feet; thence N89°42'46"W 65.02 feet; thence South 135.00 feet; thence N89°09'33"W 254.57 feet; thence N0°00'38"E 819.84 feet; thence S61°54'28"E 61.03 feet; thence S75°53'16"E 166.84 feet; thence N0°12'30"E 73.54 feet; thence N61°41'58"W 140.45 feet; thence N49°18'19"W 437.76 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 789.23 feet to the West 1/4 Corner of said Section 21; thence N0°12'36"E along the Section Line 1259.34 feet to the southerly line of that real property described in Deed Entry No. 83615:2009; thence along said real property the following two (2) courses: N33°39'41"E 1378.72 feet; thence N0°00'19"W 252.99 feet to the North Line of said Section 21; thence S89°00'57"E along the Section Line 41.52 feet to the west line of that real property described in Deed Entry No. 13804:2006; thence N0°15'47"E along said real property 73.56 feet to the northerly line of the Utah Power & Light Company easement as described in Deed Entry No. 4633:1970 and defined by survey; thence N33°57'27"E along said northerly line 2065.85 feet to the intersection with that real property described in Deed Entry No. 24119:2008; thence along said real property the following three (3) courses: N78°02'41"E 32.97 feet; thence N11°49'36"W 32.01 feet; thence N33°57'27"E 814.01 feet to the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 235.19 feet to the Quarter Section Line; thence S0°23'05"W along the Quarter Section Line 651.34 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following seventeen (17) courses: N65°39'53"E 283.43 feet; thence N88°24'59"E 355.06 feet; thence S62°03'18"E 559.95 feet; thence N54°53'34"E 305.11 feet; thence N23°32'32"W 24.36 feet; thence northwesterly along the arc of a 1050.64 foot radius non-tangent curve to the right (radius bears: N66°29'51"E) 208.68 feet through a central angle of 11°22'48" (chord: N17°48'45"W 208.33 feet); thence N12°07'21"W 544.62 feet; thence N57°07'21"W 141.74 feet to a point also being on the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 294.77 feet; thence S32°52'39"W 139.36 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 954.64 foot radius curve to the left 156.00 feet through a central angle of 9°21'45" (chord: S16°48'14"E 155.82 feet); thence N30°49'00"E 240.09 feet; thence N40°46'27"E 158.96 feet; thence N71°01'41"E 369.74 feet; thence N67°13'11"E 178.58 feet; thence S34°08'41"E 138.69 feet; thence S46°39'59"E 560.70 feet to the East Line of Section 16,

T5S, R1W, SLB&M; thence S0°21'55"W along the Section Line 1820.99 feet to the point of beginning.

Contains: ±502.91 Acres

#### PARCEL B

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

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

Contains: ±5.75 Acres

#### PARCEL C

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

Beginning at a point located N0°17'59"E 804.10 feet and West 655.12 feet from the South 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S78°06'45"W 88.01 feet; thence S45°58'16"W 47.01 feet; thence S72°49'07"W 112.97 feet; thence N5°23'54"W 169.91 feet; thence N1°36'28"W 80.87 feet; thence West 95.30 feet; thence S74°37'25"W 41.48 feet; thence West 88.00 feet; thence North 221.00 feet; thence N25°18'13"W 44.25 feet; thence North 88.00 feet; thence West 69.09 feet; thence South 73.00 feet; thence N89°56'59"W 40.00 feet; thence West 88.05 feet; thence N0°00'38"E 288.97 feet; thence East 470.49 feet; thence S84°36'47"E 239.67 feet; thence southwesterly along the arc of a 1459.00 foot radius non-tangent curve to the left (radius bears: S74°13'09"E) 704.56 feet through a central angle of 27°40'06" (chord: S1°56'48"W 697.73 feet) to the point of beginning.

Contains: ±8.16 Acres

#### PARCEL D

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

Beginning at the East Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N89°11'23"W 328.41 feet to the easterly line of

the Utah Power & Light Company property; thence N5°03'00"E along said easterly line 675.13 feet; thence N89°53'35"E 273.94 feet to the Section Line; thence S0°25'18"W along the Section Line 677.69 feet to the point of beginning.

Contains: ±4.67 Acres

**LESS AND EXCEPTING THE FOLLOWING TWO (2) PARCELS**

**PARCEL E**

All of that real property described in Deed Entry No. 82157:2013 in the official records of the Utah County Recorder described as follows:

Commencing West 3743.27 feet from the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 769.12 feet; thence West 15.48 feet; thence South 74°33'16" West 60.49 feet; thence South 81°40'50" West 206.35 feet; thence North 17°22'00" West 15.18 feet; thence South 69°20'51" West 211.02 feet; thence South 51°58'34" West 62.87 feet; thence South 20°39'09" East 100 feet; thence South 69°20'51" West 302.99 feet; thence North 1114.19 feet; thence East 777.73 feet to beginning.

Contains: ±16.089 Acres

**PARCEL F**

A portion of that real property described in Deed Entry No. 26972:2006 in the official records of the Utah County Recorder described as follows:

A parcel of land in the South Half of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows:

Commencing at the Southeast Corner of said Section 16, and running thence North 00°22'06" East 1958.04 feet; thence West 2691.22 feet to the true point of beginning; thence South 24°19'46" East 151.48 feet; thence South 00°59'13" West 455.35 feet to a point of intersection with a non-tangent 106.00 foot radius curve to the left; thence Southwesterly 49.59 feet along said curve having a central angle of 26°48'14", subtended by a chord that bears South 76°14'40" West 49.14 feet; thence South 00°59'13" West 11.03 feet; thence North 89°00'55" West 406.08 feet; thence South 00°59'05" West 31.00 feet; thence North 74°49'37" West 128.62 feet; thence North 33°38'08" East 634.42 feet; thence North 65°37'56" East 189.51 feet to the true point of beginning.

Contains: ±5.20 Acres

<b>Assessment List</b>			
<i>Parcel Number</i>	<i>ERUs</i>	<i>Est. Assessment</i>	<i>Owner</i>
58-033-0243	696	\$ 2,661,704.69	DCP Saratoga LLC
58-033-0208	84	321,240.36	DCP Saratoga LLC
58-034-0230	275	1,051,679.75	DCP Saratoga LLC
58-034-0289	8	30,594.32	DCP Saratoga LLC

58-034-0290	12	45,891.48	DCP Saratoga LLC
58-034-0312	15	57,364.35	DCP Saratoga LLC
58-034-0313	57	217,984.53	DCP Saratoga LLC
58-033-0328	68	260,051.72	DCP Saratoga LLC
58-033-0329	108	413,023.32	DCP Saratoga LLC
58-034-0333	100	382,429.00	DCP Saratoga LLC
58-034-0340	66	252,403.14	DCP Saratoga LLC
58-034-0341	11	42,067.19	DCP Saratoga LLC
58-034-0347	15	57,364.35	DCP Saratoga LLC
58-034-0355	76	290,646.04	DCP Saratoga LLC
58-034-0357	125	478,036.25	DCP Saratoga LLC
58-034-0359	31	118,552.99	DCP Saratoga LLC
58-034-0360	161	615,710.69	DCP Saratoga LLC
58-034-0372	12	45,891.48	DCP Saratoga LLC
58-034-0441	15	57,364.35	DCP Saratoga LLC
58-033-0182	0	-	DCP Saratoga LLC
58-033-0186	0	-	DCP Saratoga LLC
58-034-0353	0	-	DCP Saratoga LLC
<b>Total</b>	<b>1,935</b>	<b>\$ 7,400,000.00</b>	



1  
2  
3  
4  
5  
6

**CITY OF SARATOGA SPRINGS**  
**CITY COUNCIL MEETING MINUTES**

Tuesday, September 20, 2016  
City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

---

7  
8 **Work Session**  
9

10 There was no Work Session discussion. Informational reports were submitted as follows:

- 11  
12 1. Planning Memo: New Applications and Resubmittals.  
13 2. Staff Update: Active Mining and Dynamite Permits.

14 **Policy Meeting**

15  
16 **Call to Order:** Mayor Jim Miller called the Policy Session to order at 7:00 p.m.

17  
18 **Roll Call:**

19 Present Council Members Shellie Baertsch, Chris Porter, Bud Poduska, Stephen Willden, and  
20 Michael McOmber.

21 Staff Present City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager  
22 Spencer Kyle, Public Relations Economic Development Manager Owen Jackson, Police  
23 Corporal Merrick Pack, Planning Director Kimber Gabryszak, Finance Manager Chelese  
24 Rawlings, Fire Chief Jess Anderson, City Engineer Gordon Miner, Senior Planner Kara  
25 Knighton, City Recorder Cindy LoPiccolo

26  
27 Invocation by Council Member Porter.

28 Pledge of Allegiance led by Scout Troop 1361.

29  
30 **Public Input:**

31  
32 Mayor Miller invited public input – None.

33  
34 **Reports:**

35  
36 Council Member Porter reported Utah's Fallen Heroes Family Day on September 10, 2016 was well attended, the  
37 ceremony included the National Guard and fireworks, and families were appreciative to the City for its  
38 involvement.

39  
40 Council Member Willden reported he is committed to attend a portion of the Joran River Commission Bi-Annual  
41 Strategic Planning Retreat on September 29, 2016 along with City Planning staff.

42  
43 Council Member McOmber commented concerning Council's review and action taken on the projects during his  
44 absence and noted he concurred with many comments particularly in regard to signage. Council Member  
45 McOmber reported receiving several emails and comments concerning secondary water billing issues primarily  
46 involving inconsistent meter readings and billing cycles, requested when a substantial amount is owed the benefit  
47 of the doubt be given to the resident and requirement for payment deferred until determination of actual water use.  
48 Council Member McOmber noted school traffic is substantially improved from last year, and appreciates the  
49 coordinated efforts and communication.

50  
51 Water Open House - Assistant City Manager Kyle presented an overview of the September 13, 2016 Public Open  
52 House that provided information concerning water projects and system, the new water rates, tips to reduce water  
53 usage, and answered questions concerning irrigation/secondary water billing. Manager Spencer addressed the

54 testing and warranty of the meters advising incorrect readings have not been found, however, higher water use  
55 may result from filling pools, using slip and slides, and letting a hose run which will additionally impact sewer  
56 fees. He reported utility billing codes are being corrected this billing cycle for approximately 100 older meters,  
57 also during the period of the recent installation of 4500 meters there was a delay in transmitting data, residents  
58 were only charged base rates, and calls to these residents are now being made to advise future billings will include  
59 usage in addition to base rates.

60  
61 Council and staff discussed comprehensive outreach on City website outlining tips to reduce water use, noted  
62 rebate availability, and that the water system pays for water system costs with the goal to break even with a little  
63 set aside for times needed. Staff was requested to inform residents during the calls what the average is for their  
64 neighborhood and allotment. Council further discussed the new water rates established to charge higher fees to  
65 those using in excess of their allotment, base rates are however lower, and these rates reflect the actual cost to  
66 maintain the system and keep the capacity for the residents. City Manager Christensen noted Saratoga Springs is  
67 a model currently being looked at by the State who will likely be pursuing similar type of water metering projects  
68 for all cities across the state in the future. Assistant City Manager Kyle noted it is a several year process to  
69 determine where usage stabilizes, there were some reductions last year and more this year, and believes it will be  
70 lower when residents change their watering habits and shift landscaping expectations. In response to Council  
71 Member Baertsch, City Manager Christensen reported acre allotments were derived from State standards by the  
72 City Engineer. In response to Mayor Miller's inquiry concerning the possibility of someone paying double the  
73 impact fee for additional water, City Attorney Thurman advised impact fees only cover system improvement not  
74 project improvements and this would not cover the City's costs; Assistant City Manager Kyle noted the City is  
75 continuing to charge impact fees to developers to help build the system, impact fees are analyzed every two years,  
76 and this partnering allows for new growth to pay for new growth infrastructure and current residents are paying  
77 rates to maintain the current system. Council Member McOmber thanked staff for working with the residents,  
78 recommended recordation of calls for quality and customer service improvement, and appreciates the residents  
79 attending the open house.

80  
81 **POLICY ITEMS:**

82  
83 **PUBLIC HEARINGS:**

84  
85 **1. Budget Amendments; Resolution No. R16-50 (9-20-16).**

86  
87 Finance Manager Chelese Rawlings presented the staff report and recommendation for FY 2016-2017 Budget  
88 amendments, and outlined the proposed amendments within the General, General Capital, Culinary Impact and  
89 Secondary Impact funds.

90  
91 Mayor Miller opened the hearing and invited public comment. There being none, closed the hearing.

92  
93 Council thanked staff for the recommendation concerning a Public Works Director and focus on necessary water  
94 projects.

95  
96 Motion by Council Member Baertsch to approve the FY 2016-17 Budget Amendments and Resolution R16-50  
97 (9-20-16), was seconded by Council Member Willden

98 Roll Call Vote: Council Members Baertsch, Poduska, McOmber, Willden and Porter - Aye.

99 Motion carried unanimously.

100  
101 **2. Water Revenue Bonds, Series 2016 – Consideration for Adoption of a Resolution of the City Council**  
102 **of the City of Saratoga Springs, Utah, Authorizing the Issuance and Sale of Its Revenue Bonds, Series**  
103 **2016, in the Aggregate Principal Amount of Not to Exceed \$13,000,000; and Related Matters;**  
104 **Resolution No. R16-51 (9-20-16).**

105  
106 City Manager Christensen presented the staff report and recommendation for adoption of the Resolution  
107 authorizing the issuance and sale of water revenue bonds in order to finance the construction of improvements to

108 both the secondary and culinary water facilities of the water system, and outlined proposed City water projects  
109 and improvements. City Manager Christensen advised final documents for the Preliminary Official Statement  
110 and Bond Purchase contract will be presented at a later date.

111  
112 Jonathan Ward, representing Zions Bank Public Finance, reported in regard to the City's water system credit  
113 rating, the project list cost has been reduced by half with a large portion funded by developers or others outside  
114 of the City, current funds and sources, putting the actual bond issuance approximately ten million dollars. Mr.  
115 Ward advised a plan will outline what is borrowed, the annual payment and interest cost, and noted with level  
116 payments over a twenty year amortization period the interest cost to the City would be at 2.5%. Mr. Ward noted  
117 the borrowing market is currently very inexpensive, the interest rate is at a historic low with marginal impact  
118 making it helpful to accomplish more projects at less cost. He noted future discussion will be necessary  
119 concerning water rates, a flexible model developed to address how the City will repay these bonds, and it is  
120 estimated an additional payment of \$2.5 to \$3 dollars per month over a six year period will be required for  
121 repayment.

122  
123 Council discussed a plan for level amortization smoothing rate ratios over a period of time preferably beginning  
124 next fiscal year, development of a conservative payment structure factoring in growth, noted the option of paying  
125 the bonds off ahead of schedule after the tenth year and there is no prohibition from buying the bonds off the  
126 market in the event the interest rate goes up. City Manager Christensen noted new impact fees cannot be pledged  
127 or counted as a revenue stream toward bond payment. Council Members concurred that water infrastructure is  
128 necessary and beneficial to the City to provide for current and future service, and bonding is the fiscally correct  
129 means for the provision and getting ahead.

130  
131 Mayor Miller opened the hearing and invited public comment

132  
133 Kurt Swenson, Bailey Drive, commented in regard to secondary water bill issues, billing inconsistencies and  
134 increase. Mayor Miller requested staff and Council Member Willden meet with Mr. Swenson to review his billing.

135  
136 There being no other comment, Mayor Miller closed the hearing.

137  
138 Motion by Council Member Poduska to approve Resolution R16-55 (9-20-16) authorizing the issuance and sale  
139 of its Water Revenue Bonds, Series 2016, in the aggregate principal amount of not to exceed \$13,000,000, and  
140 related matters, was seconded by Council Member Willden  
141 Roll Call Vote: Council Members Porter, Baertsch, Willden, Poduska, and McOmber - Aye.  
142 Motion carried unanimously.

143  
144 Resolution No. R16-51 (9-20-16) - A Resolution of the City Council of the City of Saratoga Springs, Utah (The  
145 "Issuer"), Authorizing the Issuance and Sale of Its Water Revenue Bonds, Series 2016, In the Aggregate Principal  
146 Amount of Not to Exceed \$13,000,000; Delegating to Certain Officers of the City the Power to Approve the Final  
147 Terms and Provisions of the Water Revenue Bonds, Series 2016, Within Certain Parameters Previously Adopted  
148 By a Resolution of the City; Providing for the Pledging of Certain Revenues for the Payment of Said Bonds;  
149 Authorizing the Execution By the Issuer of An Eleventh Supplemental Indenture of Trust, An Official Statement,  
150 A Bond Purchase Agreement and Other Documents Required In Connection Therewith; and Authorizing the  
151 Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated By This  
152 Resolution; and Related Matters.

153  
154 3. **Saratoga Springs Commercial – Rezone; Ordinance No. 16-19 (9-20-16)**, Applicant WPI Enterprises  
155 (Daniel Schmidt), Owner Utah Valley Turf Farm.

156  
157 Planner Kara Knighton presented the staff report and recommendation concerning Saratoga Springs Commercial  
158 subdivision and the Applicant's request to rezone from Agriculture to Regional Commercial approximately .63  
159 acres located at approximately 1347 North Exchange Drive. Planner Knighton reported a plat amendment was  
160 reviewed and approved by the Planning Commission to expand the parcel for the proposed Papa's Express carwash  
161 site plan, the west property line is proposed to be extended approximately sixty seven feet (67') to the west into

162 property currently zoned Agriculture, thus both a rezone and plat amendment are required to accompany the site  
163 plan.

164  
165 Mayor Miller opened the hearing and invited public comment, there being none, closed the hearing.  
166

167 Motion by Council Member Porter to approve the Saratoga Springs Commercial rezone and Ordinance 16-19 (9-  
168 20-16), was seconded by Council Member McOmber

169 Roll Call Vote: Council Members Poduska, Baertsch, Porter, Willden, and McOmber - Aye

170 Motion carried unanimously.

171

172 **4. Code Amendments – Land Development Code Sections 19.06 Landscaping & Fencing, Clear Site**  
173 **Triangle, 19.14.03 Site Plans, and 19.18 Signs; Ordinance No. 16-20 (9-20-16).**

174

175 Planning Director Kimber Gabryszak presented the staff report and recommendation regarding proposed Land  
176 Development Code amendments addressing landscaping and fencing, clear site triangle, site plans and signs.  
177 Director Gabryszak reported the amendments primarily clarify and resolve missing provisions and contradictions  
178 identified through a recent Site Plan application review.

179

180 Council Member Baertsch noted the slating on the semi-private fencing along the Redwood Road corridor and  
181 within new developments is narrow and essentially private in nature. Director Gabryszak responded the standard  
182 is within the engineering code and is one inch (1”) gap and three inch (3”) slat. Council Member Baertsch  
183 requested a code amendment to open that requirement wider, and Council requested staff and Code Enforcement  
184 review general subdivision fencing for compliance.

185 Council Member Baertsch noted in the clear sight triangle section, the requirement is that the tree canopy be  
186 trimmed to an eight foot (8’) clearance and that the trunk be less than twelve inches (12”). She explained a  
187 mature tree with a trunk well over 12” may easily have a canopy that extends over the right of way or clear sight  
188 triangle and that, as long as the trunk is not itself in the sight triangle, a larger trunk is not a problem. She  
189 requested consideration of additional language “and that the trunk, at maturity be less than 12” if the trunk of the  
190 tree is located within the clear-sight triangle”.

191 Mayor Miller opened the hearing and invited public comment, there being none, closed the hearing.

192

193 Motion by Council Member Porter to approve the Code amendments for Land Development Code Sections 19.06  
194 Landscaping and Fencing with amendment within the clear site triangle section to include language “and that the  
195 trunk, at maturity be less than 12” if the trunk of the tree is located within the clear-sight triangle”, Section 19.14.03  
196 Site Plans, and Section 19.18 Signs with amendment there may not be more than two (2) directional signs per  
197 intersection, the findings and conditions within the staff report, and Ordinance 16-20 (9-20-16), was seconded by  
198 Council Member Baertsch

199 Roll Call Vote: Council Members McOmber, Willden, Porter, Baertsch, and Poduska - Aye

200 Motion carried unanimously.

201

202 **5. Papa’s Express Car Wash – Site Plan, CUP, Applicant Mark Phillip, Owner Utah Valley Turf Farm**

203

204 Planner Kara Knighton presented the staff report and recommendation regarding Papa’s Express Car Wash and  
205 the Applicant’s request for approval of a Site Plan and Conditional Use Permit for a 4,646 sq. ft. full service  
206 carwash on a 1.39 acre parcel at 1347 North Exchange Drive. Planner Knighton noted this agenda item is not a  
207 public hearing, reviewed the comments and recommendation of the Development Review Committee, and  
208 identified landscaping changes. Planner Knighton affirmed directional signage would be conditioned upon Code  
209 section 19.18.

210

211

212 Council discussed possible variance on vaccumes and parking or reduction of parking by one space as the best  
213 scenario for the parking requirement as the requirement for this business it is low, concurred preference for the

214 faux windows on the southern exposure under the two awnings for consistency and quality product, however,  
215 noted it is a business decision. Council reviewed renderings depicting proposed vacume station canopies and  
216 thanked the Applicant for coming to the City and working with the recommendations and requirements.  
217

218 Applicant Mark Phillip commented they are looking forward to begin business in the City and they had a good  
219 working experience with the Planning and Engineering staff. In regard to the faux windows, commented the  
220 vacuums and landscaping will run along that side and hopes this will be satisfactory without going to the additional  
221 cost, however, will include the windows if that is wanted. Mr. Phillip introduced Gary Peterson, Premier Car  
222 Wash Distributor, reported they have worked with the City Engineer and decreased water use to 18 gallons per  
223 car wash, the business will support non-profit organizations, and they hope to begin construction by end of year.  
224

225 Amended motion by Council Member Baertsch to approve the Papa's Express Car Wash Site Plan and Conditional  
226 Use Permit (CUP), staff findings and conditions, with the added conditions that staff will verify the vaccume  
227 canopy materials coordinate with the facility, and if it is found the southern exposure is not sufficiently broken up  
228 it be required that faux windows be added under the two canopies, and inclusion of a finding that vending machines  
229 are allowable outside at the proposed location, was seconded by Council Member McOmber  
230 Roll Call Vote: Council Members Baertsch, Poduska, McOmber, Willden, and Porter - Aye  
231 Motion carried unanimously.  
232

### 233 BUSINESS ITEMS:

- 234  
235
- 236 1. **Madison Meadows (Mountain View II) Ordinance No. 16-21 (9-20-16) Approving a Rezone.**
  - 237 2. **Cowboys Ordinance No. 16-22 (9-20-16) Approving Conditional Rezone.**
  - 238 3. **Legacy Farms Village Plan 1 Plats E and F – Lighting Special Improvement District (SID) Resolution**  
239 **No. 16-52 (9-20-16).**

240  
241 Planning Director Gabryszak reported public hearings were held concerning the next two ordinances for Madison  
242 Meadows and Cowboys, however, as the ordinances were not provided in the packet at the time of hearing and it  
243 is requested they be considered for adoption at this time. City Attorney Thurman reported Business item 4 is also  
244 a housekeeping item.  
245

246 Motion by Council Member McOmber to approve Madison Meadows Ordinance No. 16-21 (9-20-16), Cowboys  
247 Ordinance No. 16-22 (9-20-16), and Legacy Farms Village Plan 1 Plats E and F Lighting SID Resolution No. 16-  
248 52 (9-20-16), was seconded by Council Member Baertsch  
249 Roll Call Vote: Council Members Poduska, Baertsch, Porter, Willden, and McOmber - Aye  
250 Motion carried unanimously.  
251

- 252 4. **Saratoga Springs Zone 1 North Pond Project Engineering Services Agreement with Hanson, Allen &**  
253 **Luce, Inc. (Engineers), for design, engineering, and construction management services, not to exceed**  
254 **\$210,500. Project Work Plan SCOPEs, 0-5 Year Capital Projects for Water Systems – Priority**  
255 **Secondary System and Culinary System Preliminary Cost Estimates.**  
256

257 City Manager Mark Christensen presented the staff report and recommendation concerning the contract for the  
258 Zone 1 North Pond Project, and reported five other project agreements will be presented to Council for approval  
259 at the next Council meeting. City Manager Christensen advised the City is moving forward with several projects  
260 for design work getting ready for construction, the design projects will be completed as quickly as possible, and  
261 there is a good plan in place. Assistant City Manager Kyle explained the mechanism for contractual incentives  
262 and noted the City Attorney's recommendation for inclusion of a provision that the City will receive  
263 reimbursement of actual damages in the event a deadline(s) was not met.  
264

265 Motion by Council Member Baertsch to approve the Saratoga Springs Zone 1 North Pond Project Engineering  
266 Services Agreement with Hanson, Allen & Luce, Inc. (Engineers), for design and engineering services during  
267 construction, not to exceed \$210,500, was seconded by Council Member McOmber

268 Roll Call Vote: Council Members Porter, Willden, McOmber, Poduska, and Baertsch - Aye  
269 Motion carried unanimously.

270  
271 **APPROVAL OF MINUTES:**

272  
273 **August 30, 2016.**  
274 **September 6, 2016.**

275  
276 Motion by Council Member Baertsch to approve the minutes of August 30, 2016 and September 6, 2016, with  
277 changes as emailed and posted, was seconded by Council Member Porter  
278 Roll Call Vote: Council Members Porter, Willden, McOmber, Poduska, and Baertsch - Aye  
279 Motion carried unanimously.

280  
281 **CLOSED SESSION:**

282  
283 Motion by Council Member Willden to enter into closed session for the purchase, exchange, or lease of property,  
284 discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent  
285 litigation, the character, professional competence, or physical or mental health of an individual, was seconded by  
286 Council Member Baertsch

287 All In Favor: Council Members Willden, Baertsch, Poduska, McOmber and Porter - Aye.  
288 Motion carried unanimously.

289  
290 The meeting moved to closed session at 9:18 pm.

291  
292 Present: Mayor Miller, Council Members Porter, Willden, McOmber, Baertsch, and City Manager Mark  
293 Christensen.

294  
295 Closed Session Adjourned at 10:21 p.m.

296  
297 **ADJOURNMENT:**

298  
299 There being no further business, Mayor Miller adjourned the meeting at 10:22 p.m.

300  
301  
302  
303  
304 \_\_\_\_\_  
305 Jim Miller, Mayor

306 Attest:

307  
308  
309 \_\_\_\_\_  
310 Cindy LoPiccolo, City Recorder

311  
312 Approved: