

**CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING**

Tuesday, April 29, 2014

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

AMENDED CITY COUNCIL AGENDA

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

POLICY SESSION- Commencing at 7:00 p.m.

- Call to Order.
- Roll Call.
- Invocation / Reverence.
- Pledge of Allegiance.
- Awards, Recognitions and Introductions. (Fire Captains to be sworn in)
- Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.

POLICY ITEMS

1. Consent Calendar:
 - a. Resolution R14-23 (4-29-14): Appointing Members to the Urban Design Committee.
 - b. Adopting the Arbor Day Proclamation.
2. Public Hearing: Adopting the Culinary and Secondary Water Impact Fee Facilities Plan and Analysis and Enacting Culinary and Secondary Water Impact Fees.
 - a. Ordinance 14-6 (4-29-14): An Ordinance Adopting the Culinary Water Impact Fee Facilities Plan and Analysis and Enacting Culinary Water Impact Fees.
 - b. Ordinance 14-7 (4-29-14) An Ordinance Adopting the Secondary Water Impact Fee Facilities Plan and Analysis and Enacting Secondary Water Impact Fees.
3. Resolution R14-24 (4-29-14): A Resolution Adopting the Tentative Budget for Fiscal Year 2014-2015 and Setting a Date and Time for the Public Hearing.
4. Approval of a Franchise Agreement with CentraComm Interactive, and Avative, LLC.
 - a. Ordinance 14-8 (4-29-14): Granting a Nonexclusive Franchise to Operate an Internet Services Network in the City of Saratoga Springs. (CentraCom Interactive)
 - b. Ordinance 14-9 (4-29-14): Granting a Nonexclusive Franchise to Operate an Internet Services Network in the City of Saratoga Springs. (Avative, LLC)
5. Settlement agreement with Capital Assets regarding development of Plat 17 of Saratoga Springs Development (Green Springs).
6. Preliminary Plat for Green Springs (Plat 17 of the Saratoga Springs Development) located at approximately 1855 South Centennial Boulevard, Capital Assets, applicant.
7. Sign Permit for Young Family Dental located at 1416 North Redwood Road, Universal Signs, applicant.
8. Approving the Israel Canyon drainage channel landscaping and maintenance options.
9. Ordinance 14-10 (4-29-14) Approving the Amended the Standard Technical Specification and Drawings Manual.
10. Approval of Reports of Action.
11. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.
12. Adjournment.

Notice to those in attendance:

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

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.

RESOLUTION NO. R14-23 (04-29-14)

**RESOLUTION APPOINTING MEMBERS
TO THE CITY OF SARATOGA SPRINGS
URBAN DESIGN COMMITTEE AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Saratoga Springs has established an Urban Design Committee as allowed by Section 19.13.05, Saratoga Springs Land Development Code; and

WHEREAS, the City Council is authorized to appoint members to the Urban Design Committee; and

WHEREAS, the City Council desires and believes it to be in the best interests of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint to the Urban Design Committee.

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

1. The following members are hereby appointed to continue on the Urban Design Committee, and the following therefore constitutes a list of the current Saratoga Springs Urban Design Committee:

Current Regular Members

Expiration of Term

Bud Poduska, City Council Representative	December 31, 2015
Eric Reese, Planning Commission Representative	December 31, 2015
Joe Hudson, Developer	At will of the Council
Peggy McDonough, Professional Architect	At will of the Council
Tim Parker, Citizen at Large	At will of the Council

Ex-Officio Members

Expiration of Term

Kimber Gabryszak	n/a
Sarah Carroll	n/a
Scott Langford	n/a
Other City Staff as Necessary	n/a

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

Passed this 29th day of April, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

RESOLUTION NO. R14-23 (04-29-14)

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WHEREAS, the City Council is authorized to appoint members to the Urban Design Committee; and

WHEREAS, the City Council desires and believes it to be in the best interests of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint to the Urban Design Committee.

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

1. The following existing and new members are hereby appointed to serve on the Urban Design Committee, and the following therefore constitutes a list of the current Saratoga Springs Urban Design Committee:

Current Regular Members

Expiration of Term

Bud Poduska, existing City Council Representative	December 31, 2015
Eric Reese, existing Planning Commission Representative	December 31, 2015
Ray Dawson, new Developer Representative	At will of the Council
Peggy McDonough, existing Professional Architect	At will of the Council
Tim Parker, existing Citizen at Large	At will of the Council

Ex-Officio Members

Expiration of Term

Kimber Gabryszak	n/a
Sarah Carroll	n/a
Scott Langford	n/a
Other City Staff as Necessary	n/a

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

Passed this 29th day of April, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

City Council Staff Report

Author: Spencer Kyle, Assistant City Manager
Subject: Arbor Day Proclamation
Date: 4/29/14
Type of Item: Resolution



Summary Recommendations: Staff recommends adopting the attached resolution designating April 26th as Arbor Day in Saratoga Springs.

Description:

The City Council has asked that the City of Saratoga Springs participate in Arbor Day celebrations this year. Participating in Arbor Day is a requirement to become a Tree City USA and is one of the requirements the City needs to meet to be eligible for tree grants.

We are going to celebrate Arbor Day on Saturday, April 26th at 9:00 am at the City Marina. A group of 50- 60 people will be coming to help stain the docks and spread out the sand on the beach. They will also be part of the tree planting for Arbor Day.

The trees will be three Accolade Elm trees, 1 ½ inch caliper size. Accolade Elms are large hardy shade trees that do well in extreme PH conditions, they will be a great addition to the Marina.

The Mayor or another elected official will need to be in attendance.

Alternatives:

- A. Approve the Request**
- B. Deny the Request**
- C. Do Nothing**

Significant Impacts: none

Recommendation: Staff recommends adopting the attached resolution designating April 26th as Arbor Day in Saratoga Springs.



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, _____, Mayor of the City of _____, do hereby proclaim _____ as

Arbor Day

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____
 Mayor _____

City Council Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Culinary and Secondary Water Impact Fee Facility Plans
Date: February 18, 2014
Type of Item: Public Hearing and Adoption of Ordinance 14-6 and 14-7



A. Topic:

This item is for an Ordinance and Impact Fee Enactment adopting a culinary and secondary water impact fee analysis and culinary and secondary service areas and enacting culinary and secondary water impact fees in the City of Saratoga springs, providing for the calculations and collection of such fees and providing for appeal, mediation, arbitration, accounting and severability of the same and other related matters

B. Background:

In 2012, the City of Saratoga Springs hired Hansen Allen and Luce and Zion’s Bank Public Finance to assess the level of culinary and secondary water facility service that is currently provided to existing residents, the excess capacity in the existing culinary and secondary water facilities infrastructure that is available to accommodate new growth without diminishing the current level of service, and the elements and cost of additional culinary and secondary water facilities that will be required to maintain the current level of service as projected growth occurs in the impact fee expenditure period and to recommend a valid culinary and secondary water facilities impact fee based on the Impact Fee Facilities Plan. This work has been completed and they are recommending the following:

CULINARY WATER	Existing per ERC	Proposed per ERC
Indoor Water	\$3,000	\$2,190
Fire Flow		\$280
Water Rights	\$1,800	\$1,355
Total	\$4,800	\$3,825

SECONDARY WATER	Existing per ERC	Proposed per ERC
Source	\$1,152	\$2,017
Storage		\$1,478
Planning		\$24
Water Rights	\$2,003	\$2,263
Total	\$3,155	\$5,782

C. Analysis:

Saratoga Springs continues to be one of the fastest growing cities in Utah and based on the recommendations from Hansen Allen and Luce and Zion’s Bank, the proposed impact fees are necessary in order for the City to meet the growing demands on the system while maintaining a high level of service to existing residents.

D. Recommendation:

I recommend that the City Council approve Ordinances 14-6 and 14-7 amending the City’s Impact Fees for Culinary and Secondary Water

ORDINANCE NO. 14-6 (4-29-14)

ORDINANCE AND IMPACT FEE ENACTMENT ADOPTING A CULINARY WATER IMPACT FEE FACILITIES PLAN, CULINARY WATER IMPACT FEE ANALYSIS, AND CULINARY WATER SERVICE AREAS, AND ENACTING CULINARY WATER IMPACT FEES IN THE CITY OF SARATOGA SPRINGS; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, MEDIATION, ARBITRATION, ACCOUNTING, AND SEVERABILITY OF THE SAME; AND OTHER RELATED MATTERS

WHEREAS, on February 15, 2011 the City mailed notice to affected entities and to the development community of its intent to update its Capital Facilities Plan for culinary water facilities and to amend its culinary water facilities impact fees

WHEREAS, on August 1, 2011 the City properly noticed its intent to update its Capital Facilities Plan and to create an Impact Fee Facilities Plans for culinary water facilities and to amend its culinary water facilities impact fees;

WHEREAS, on July 28, 2011 Saratoga Springs, Utah mailed the same notice to all affected entities;

WHEREAS, the City properly noticed a January 2012 kickoff meeting to begin the process to analyze culinary water impact fees;

WHEREAS, the City mailed individual notice of the kickoff meeting to 36 state and local governments, private development entities, and private home owners' associations;

WHEREAS, City consultants, City officials, representatives of other government entities, and interested private citizens attended the kickoff meeting;

WHEREAS, on February 8, 2012 City staff met with interested members of the development community to address growth assumptions that would form the foundation for the Impact Fee Facilities Plan and Analysis;

WHEREAS, on April 3, 2012, City staff convened a follow up meeting with the development community to address proposed growth assumptions;

WHEREAS, on June 4, 2013 the City properly noticed a public meeting to discuss the current and proposed levels of service for culinary water facilities, the extent of excess culinary water facilities capacity to serve new growth, and the capital facilities that would be required to serve new growth in the impact fee expenditure period;

WHEREAS, on June 11, 2013, the City of Saratoga Springs, Utah held a public meeting to discuss the current and proposed levels of service for culinary water facilities, the extent of

excess culinary water facilities capacity to serve new growth, and the capital facilities that would be required to serve new growth in the impact fee expenditure period;

WHEREAS, on June 12, 2013, the City emailed copies of a DRAFT Culinary Water Impact Fee Facilities Plan and Analysis to affected entities and to the development community representatives and posted the same to the Utah Public Notice Website;

WHEREAS, on July 11, 2013 the City properly noticed its intention to prepare a culinary water impact fee facilities plan;

WHEREAS, on August 7, 2013 the City properly noticed its intention to prepare a culinary water impact fee analysis;

WHEREAS, on April 16, 2014, the City properly noticed its intent to adopt the certified Culinary Water Impact Fee Facilities Plan as well as its intent to hold a public hearing and possibly adopt this Ordinance;

WHEREAS, on April 18, 2014 the City properly posted a copy of the executive summary of and the certified Culinary Water Impact Fee Facilities Plan and Analysis;

WHEREAS, Saratoga Springs is a fourth class city of the State of Utah, authorized and organized under the provisions of Utah law and is authorized pursuant to the Impact Fees Act, Utah Code § 11-36a-101 *et seq.* to adopt culinary water facilities impact fees; and

WHEREAS, the City has caused a Culinary Water Impact Fee Facilities Plan and Impact Fee Analysis to be prepared by Hansen, Allen and Luce to assess the level of culinary water facility service that is currently provided to existing residents, the excess capacity in the existing culinary water facilities infrastructure that is available to accommodate new growth without diminishing the current level of service, and the elements and cost of additional culinary water facilities that will be required to maintain the current level of service as projected growth occurs in the impact fee expenditure period and to recommend a valid culinary water facilities impact fee based on the Impact Fee Facilities Plan; a copy of the Culinary Water Impact Fee Facilities Plan and Analysis prepared by Hansen, Allen and Luce is attached hereto as exhibit "A"; and

WHEREAS, Hansen, Allen and Luce certified its work as compliant with Utah Code § 11-36a-306 on April 17, 2014; and

WHEREAS, on April 18, 2014, a full copy of the Culinary Water Impact Fee Facilities Plan, Culinary Water Impact Fee Analysis and this Impact Fee Enactment, along with an executive summary of the Culinary Water Impact Fee Facilities Plan and Culinary Water Impact Fee Analysis that was designed to be understood by a lay person, were made available to the public at the Saratoga Springs public library, posted on the City's website, and the Public Notice Website; and

WHEREAS, on April 16, 2014, the Provo Daily Herald published notice of the date, time, and place of the first public hearing to consider the Impact Fee Facilities Plan, Impact Fee Analysis, and this Impact Fee Enactment; and

WHEREAS, on April 29, 2014, the City Council held a public hearing regarding the proposed and certified Culinary Water Impact Fee Facilities Plan, Culinary Water Impact Fee Analysis, and this Culinary Water Impact Fee Ordinance; and

WHEREAS, after careful consideration and review of the comments at the public hearing and the comments of the Participants, the Council has determined that it is in the best interest of the health, safety, and welfare of the inhabitants of Saratoga Springs to:

1. adopt the Impact Fee Facilities Plan for Culinary water Facilities as proposed;
2. adopt the Culinary Water Impact Fee Analysis as proposed; and
3. enact this Ordinance to:
 - a. amend its current Culinary Water impact fees;
 - b. provide for the calculation and collection of such fees;
 - c. authorize a means to consider and accept an independent fee calculation for atypical development requests;
 - d. provide for an appeal process consistent with the Impact Fees Act;
 - e. update its accounting and reporting method;
 - f. all in a manner that is consistent with the Impact Fees Act.

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

SECTION I – IMPACT FEE FACILITIES PLAN AND ANALYSIS: CULINARY WATER

The Culinary Water Impact Fee Facilities Plan and Analysis attached hereto as Exhibit A is hereby adopted.

SECTION II – ENACTMENT

The following amendments, which are shown as underlines and strikethroughs, to Chapter 7.01 of the City Code are hereby made:

Chapter 7.01. Culinary Water Impact Fee.

Sections:

- | | |
|-----------------|--|
| 7.01.01. | Definitions. |
| 7.01.02. | Findings and Purpose. |
| 7.01.03. | <u>Establishment of Culinary Water Service Area.</u>Adoption of Capital Facilities Plan. |
| 7.01.04. | Adoption and Imposition of <u>Culinary Water</u> Impact Fees. |
| 7.01.05. | <u>Use of Culinary Water Impact Fees.</u>Service Area Established. |
| 7.01.06. | <u>Adjustments.</u> |

- ~~7.01.07. Other Impact Fees Remain Unaffected.~~
~~7.01.08. Accounting, Expenditure, and Refunds.~~
~~7.01.09. Time of Collection.~~
~~7.01.10. Impact Fee Challenges and Appeals.~~
~~7.01.11. Use of Impact Fees.~~
~~7.01.12. Severability.~~
~~7.01.13. Adjustment.~~
~~7.01.14. Accounting, Expenditure, and Refunds.~~
~~7.01.15. Impact Fee Challenges and Appeals.~~
~~7.01.16. Severability.~~
~~7.01.17. Effective Date.~~

7.01.01. Definitions.

As used in this Chapter, the following terms shall have the meanings herein set out:

1. **“City”** means the City of Saratoga Springs and its incorporated boundaries.
2. **“Culinary Water Impact Fees”** means the Culinary Water Impact Fees adopted and imposed by this Chapter on Development Activity within the City.
3. **“Culinary Water Public Facilities”** means the following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of the City as well as water rights for culinary water owned by or on behalf of the City.
4. **“Development Activity”** or **“new development”** means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.
5. **“Equivalent Residential Unit Connection”** or **“ERC”** means that measure of impact on ~~certain~~ public facilities equal to the impacts of one typical single-family ~~detached~~ dwelling unit in full time occupancy. One ERC is equivalent to 40 WSFUs (as defined below
6. **“Impact Fees”** means the ~~amended Impact Fees adopted and imposed by this Ordinance on Development Activity within the City and as allowed by Utah Code § 11-36.~~
7. **“New Capital Facilities Plan”** means the capital facilities plan prepared by City Staff and Gilson Engineering for culinary water facilities and adopted by the City council in this Ordinance
8. **“Public Facilities”** means the following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of the City: culinary water facilities
9. **“Utah Impact Fees Act”** means Utah Code ~~Title 11, Chapter 36a.~~
- 9.10. **“Water Supply Fixture Unit”** or **“WSFU”** means the International Plumbing Code (“IPC”) fixture count method developed to predict water use for various fixture types. Each fixture type is assigned a load value in water supply fixture units (WSFU).

(Ord. 14-6; Ord. 11-9; Ord. 05-21)

7.01.02. Findings and Purpose.

The City Council hereby finds and determines:

1. ~~As the result of the City being a relatively new and rapidly growing city, there are very limited existing public facilities and new development will create the need for the Public Facilities as set out in the New Capital Facilities Plan.~~

1. ~~There is a need to establish a culinary water facilities impact fee for a single service area to maintain the level of service for culinary water proposed in the Culinary Water Impact Fee Facilities Plan and Analysis for Public Facilities for new development which have not been constructed and are required to be consistent with the City's General Plan and to protect the public's health, safety, and welfare.~~
 2. ~~The 2014 Culinary Water Facilities Impact Fee Plan and Analysis identify the:~~
 - a. ~~projected development activity in the City through 2020;~~
 - b. ~~level of service for culinary water facilities that serve existing residents;~~
 - c. ~~excess culinary water facilities capacity that is available to serve new growth in the existing infrastructure;~~
 - d. ~~proposed level of service for the City, which does not raise the existing level of service for current residents;~~
 - e. ~~additional capital facilities that are required to maintain the proposed culinary water level of service without burdening existing residents with costs of new development activity; and~~
 - a.f. ~~the maximum fee justified by the study.~~
 2. ~~The rapid and continuing growth of the City necessitates the imposition and collection of the amended Impact Fees that require new development to pay its fair share of the costs of providing the Public Facilities occasioned by the demands and needs of the Development Activity at service levels necessary to promote and preserve the public health, safety, and welfare.~~
 3. ~~The New Capital Facilities Plan establishes the estimated costs for providing the Public Facilities covered by this Ordinance, identifies the impact on the needs for those Public Facilities by Development Activity, demonstrates how the impacts on the need for the applicable Public Facilities are reasonably related to the Development Activity, estimates the proportionate share of the costs of the needed Public Facilities related to new development, and identifies how the amended Impact Fees set out in the New Capital Facilities Plan and adopted by this Ordinance were determined.~~
 4. ~~The amended Impact Fees established by this Ordinance are reasonably related to the costs of providing such Public Facilities necessitated by anticipated future growth within the City and are consistent with requirements of the Utah Impact Fees Act.~~
- (Ord. 14-6; Ord. 11-9; Ord. 05-21)

7.01.03. Establishment of Culinary Water Service Area. ~~Adoption of Capital Facilities Plan.~~

The City Council hereby approves and ~~establishes the City Wide Culinary Water Service Area for which the Culinary Water Impact Fee herein provided will be imposed.~~ adopts the new Capital Facilities Plan and the analysis reflected therein and the methodology used for calculation of the amended Impact Fees imposed by this Ordinance for the Public Facilities covered by this Ordinance.
(Ord. 14-6; Ord. 11-9; Ord. 05-21)

7.01.04. Adoption and Imposition of Culinary Water Impact Fees.

1. A Culinary Water Impact Fee for all new development activity shall be calculated in three separate components, as follows:

a. Indoor Water Use:

i.

Type	Per WSFU	w/Offset ¹
Source	\$35.56	-\$35.56
Storage	\$13.70	0
Pipe	\$4.90	0
Planning	\$0.60	0
Total	\$54.76	\$19.20

ii. The minimum multiple for a primary home, single family detached structure is 40 WSFU (1 ERC);

a.b. Fire Flow Capacity:

Fire Flow Requirement	Duration Requirement	Volume (MG) Requirement	Unit Cost Distribution	Fee per Connection
1,500	2	0.18	1	\$207
1,750	2	0.21	2	\$516
2,000	2	0.24	5	\$953
2,250	2	0.27	8	\$1,603
2,500	2	0.30	13	\$2,649
2,750	2	0.33	22	\$4,531
3,000	3	0.54	128	\$26,497
3,250	3	0.59	162	\$33,557
3,500	3	0.63	208	\$42,971
3,750	3	0.68	276	\$57,091
4,000	4	0.96	1,140	\$235,952

c. Water Rights²:

i. \$33.88 per WSFU;

ii. Equivalent pre-paid water right credit; or

iii. Equivalent City-approved leased or deeded water right.

¹ Properties designated on Appendix C of the Culinary Water Impact Fee and Analysis have incurred separate financial responsibility for a separately-supplied culinary water source and are entitled to an offset for WSFU costs associated with the Citywide source cost component for Indoor Water Use

² Properties designated on Appendix C of the Culinary Water Impact Fee and Analysis have incurred separate financial responsibility for dedicated water rights and are entitled to an offset of citywide costs associated with acquiring culinary water rights.

- ~~2. The City Council hereby approves and imposes and levies on all Development Activity the Impact Fee for culinary water as follows: \$3,000 per ERU.~~
- ~~3. The culinary water impact fee is set at \$3,000 per ERU. This fee is determined by the settlement agreement with Lake Mountain Mutual Water Company. This agreement requires the City to charge a minimum impact fee of \$3,000 per ERU.~~

~~(Ord. 14-6; Ord. 11-9; Ord. 05-21)~~

~~**7.01.05. Use of Culinary Water Impact Fees. Service Area Established.**~~

~~The Culinary Water Impact Fees collected by the City shall be used as provided in the Culinary Water Impact Fee Facilities Plan and Analysis.~~

~~The entire area of the City and any area outside of the City covered by the new Capital Facilities Plan which may hereafter be annexed into the City or serviced by any Public Facility are hereby designated as one service area with respect to culinary water facilities.~~

~~(Ord. 14-6; Ord. 11-9; Ord. 05-21)~~

~~**7.01.06. Other Impact Fees Remain Unaffected.**~~

~~The previously adopted impact fees established for storm drainage and wastewater collection shall remain unaffected by this Impact Fee Ordinance and shall remain subject to the impact fee ordinances by which they were adopted.~~

~~(Ord. 11-9; Ord. 05-21)~~

~~**7.01.07. Time of Collection.**~~

~~The amended Impact Fees imposed by this Ordinance shall be paid prior to and as a condition of the issuance of a building permit for any Development Activity.~~

~~(Ord. 11-9; Ord. 05-21)~~

~~**7.01.08. Use of Impact Fees.**~~

~~The Impact Fees collected by the City shall be used solely to:~~

- ~~1. pay for the Public Facilities provided for by this Chapter and the new Capital Facilities Plan by the City;~~
- ~~2. reimburse the City for a Development Activity's share of Public Facilities already constructed by the City; and~~

~~3. reimburse developers who have constructed Public Facilities where those Public Facilities are beyond that needed to meet the demands of the developers' Development Activities.~~

~~(Ord. 11-9; Ord. 05-21)~~

7.01.0906. Adjustments.

1. The City ~~may~~shall adjust the calculation of all, or any component, of the Culinary Water impact fees imposed by this Chapter as necessary ~~in order~~ to:
 - a. respond to unusual circumstances in specific cases;
 - b. ensure that the impact fees are imposed fairly; and
 - c. adjust the amount of the Impact Fees to be imposed on a particular development based upon studies and data submitted by the developer that are approved by the City Council.

2. The City Council shall allow credit against, or proportionate reimbursement from, impact fees for the:

~~a. s as approved by the City Council for~~ dedication of land for; or

b. full or partial construction of a:

- i. System Improvement identified in the Impact Fee Facilities Plan; or
- ii. Publicly accepted and dedicated capital improvement that will offset the need for a System Improvement, improvements to, or construction of Public Facilities providing services to the City at large, provided such facilities are identified in the New Capital Facilities Plan and are required by the City as a condition of approving the development or Development Activity.

~~(Ord. 14-6; Ord. 11-9; Ord. 05-21)~~

7.01.1007. Accounting, Expenditure, and Refunds.

The City shall account for, expend, and refund Culinary Water Impact Fees ~~collected pursuant to this Chapter~~ in accordance with this Chapter and the Utah Impact Fee Act.

~~(Ord. 14-6; Ord. 11-9; Ord. 05-21)~~

7.01.1108. Impact Fee Challenges and Appeals.

~~1. Any person or entity residing in or owning property within a service area and any organization, association, or corporation representing the interests of persons or entities owning property within a service area, may file a declaratory judgment action challenging the validity of the Impact Fees after filing an appeal with the City Council as provided in Subsection (4) of this Section.~~

~~2.1.~~ Any person ~~or entity~~ required to pay an Impact Fee who believes the fee does not meet the requirements of ~~the Impact Fees Act or this Chapter~~ law may file a written request for information with the City.

~~3.2.~~ ~~Within two weeks of the receipt of the request for information,~~ ~~†~~ The City shall provide the person ~~or entity~~ with a copy of the Impact Fee Facilities Plan and Analysis for Culinary Water, the specific calculation staff used to calculate the Culinary Water Impact Fee for the person, if applicable, and the written analysis required by the Utah Impact Fee Act ~~and with~~ any other relevant information relating to the Impact Fees. The City may charge for all copies provided for in response to such a request in an amount set out in the City's Consolidated Fee Schedule.

~~3.~~ ~~Within~~ At any time prior to thirty days after paying an Impact Fee, ~~any the~~ person ~~or entity who has paid the~~ required to pay an Impact fFee and wishes to challenge the fee may request a third party advisory opinion in accordance with UCA §13-43-205.

~~4.~~ Within thirty days after paying an Impact Fee, any person who has paid the fee and wishes to challenge the fee shall file:

- a. -a written appeal with the City Hearing Examiner,
- b. a request for arbitration; or
- c. an action in district court.

~~4.5.~~ The written appeal shall be delivered ~~Council by delivering a copy of such appeal with~~ the to the City Manager and shall set ~~setting~~ forth in detail all grounds for the appeal and all facts relied upon by the appealing party with respect to the fee being appealed.

a. Upon receipt of an appeal, the City ~~Council~~ Hearing Examiner shall ~~thereafter~~ schedule a hearing and shall consider all evidence presented by the appellant, as well as all evidence presented by staff. on the appeal at which time all interested persons will be given an opportunity to be heard. The City ~~Council~~ Hearing Examiner shall schedule the appeal hearing and thereafter render its written findings of fact, conclusions of law, and decision ~~on the appeal~~ no later than thirty days after the challenge to the impact fee is filed.

~~b.~~ ~~Any person or entity who has failed to comply with the administrative appeal remedies established by this Section may not file or join an action challenging the validity of any Impact Fee.~~

~~e.b.~~ Within ninety days of a decision upholding an ~~amended~~ Impact Fee by the City ~~Hearing Examiner~~ Council or within 120 days after the date the challenge to the impact fee was filed, whichever is earlier, ~~any party to the~~ person who filed the appeal ~~who is adversely affected by the City Council's decision~~ may petition the Fourth Judicial District Court for Utah County for review of the Hearing Examiner's decision. In the event of a petition to the Fourth Judicial District Court, the City shall transmit to the reviewing court the record of its proceedings including its minutes, findings, orders and, if available, a true and correct transcript of its proceedings.

- i. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this Subsection.

- ii. If there is an adequate record, ~~the~~:
 - 1. ~~the~~ court's review is limited to the record provided by the City; and
 - 2. ~~the~~ court may not accept or consider any evidence outside the City's record unless that evidence was offered to the City Hearing Examiner and the court determines that it was improperly excluded by the City Hearing Examiner.
- iii. If there is an inadequate record, the court may call witnesses and take evidence.
- iv. The court shall affirm the decision of the City Council Hearing Examiner if the decision is supported by substantial evidence, ~~in the record~~.

6. If the request is for arbitration, both the City and the person requesting arbitration shall comply with UCA §11-36a-705.

7. Within thirty days after paying an Impact Fee, the state, a school district or a charter school may alternatively submit a written request for mediation to the City Manager.

~~7.a. Both the City and the specified public agency shall comply with UCA §11-36a-704.~~

~~i. The judge may award reasonable attorneys' fees and costs to the prevailing party in any action brought under this Section.~~

(Ord. 14-6; Ord. 11-9; Ord. 05-21)

7.01.1209. Severability.

If any section, subsection, sentence, clause, or portion of this Chapter is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby and shall remain in effect and be enforced to the extent permitted by law.

(Ord. 14-16; Ord. 11-9; Ord. 05-21)

7.01.13. ~~Effective Date.~~

~~The City Council specifically finds that it is necessary for the immediate preservation of the health, safety, and welfare of the present and future inhabitants of the City that this Ordinance take effect upon passage and subsequent publication as required by law.~~

~~(Ord. 11-9; Ord. 05-21)~~

SECTION III – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinance, resolution, policy or map of the City heretofore adopted is inconsistent herewith it is hereby amended to comply with the provisions hereof. If it cannot be amended to comply with the provisions hereof, the inconsistent provision is hereby repealed.

SECTION IV – EFFECTIVE DATE

This ordinance shall take effect upon publication and 90 days after its passage by a majority vote of the Saratoga Springs City Council.

SECTION V – SEVERABILITY

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

SECTION VI – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____

**CULINARY WATER FACILITIES IMPACT FEE
EXECUTIVE SUMMARY**

The Culinary Water Impact Fee for all new development activity shall be calculated for all new development as the sum of three components: indoor water use; fire flow capacity and water rights. Each component is calculated as follows:

a. Indoor Water Use:

Type	Per WSFU	2019 Offset ¹
Source	\$35.56	-\$35.56
Storage	\$13.70	0
Pipe	\$4.90	0
Planning	\$0.60	0
Total	\$54.76	\$19.20

b. Fire Flow Capacity

Fire Flow Requirement	Duration Requirement	Volume (MG) Requirement	Unit Cost Distribution	Fee per Connection
1,500	2	0.18	1	\$207
1,750	2	0.21	2	\$516
2,000	2	0.24	5	\$953
2,250	2	0.27	8	\$1,603
2,500	2	0.30	13	\$2,649
2,750	2	0.33	22	\$4,531
3,000	3	0.54	128	\$26,497
3,250	3	0.59	162	\$33,557
3,500	3	0.63	208	\$42,971
3,750	3	0.68	276	\$57,091
4,000	4	0.96	1,140	\$235,952

c. Water Rights:

- i. \$34 per WSFU;
- ii. Equivalent pre-paid water right credit; or
- iii. Equivalent City-approved leased or deeded water right

¹ Properties designated on Appendix C are responsible to fund a separate water supply that is scheduled to be operational by 2019. Once the separate source is operational, these properties will be entitled to an offset of the source component for indoor water use.

**TOTAL PROPOSED IMPACT FEE PER WSFU
AND TYPICAL SINGLE FAMILY RESIDENCE**

	Per WSFU	Per ERC
Indoor Water	\$55	\$2,190
Fire Flow	\$7	\$280
Water Rights	\$34	\$1,355
Total	\$96	\$3,825

C I T Y O F



SARATOGA SPRINGS

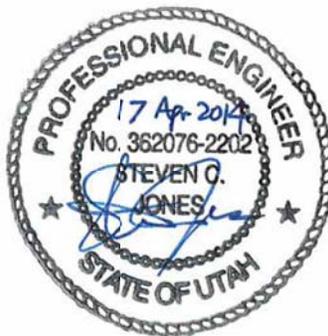
**CULINARY WATER
CAPITAL FACILITY PLAN,
IMPACT FEE FACILITY
PLAN AND ANALYSIS**

(HAL Project No.: 360.01.100)

APRIL 2014

CITY OF SARATOGA SPRINGS
CULINARY WATER CAPITAL FACILITY PLAN

(HAL Project No.:360.01.100)



Steven C. Jones, P.E.

Project Engineer



APRIL 2014

IMPACT FEE CERTIFICATION

IFFP Certification

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Facilities Plan (IFFP) prepared for the culinary water system:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act.

HANSEN, ALLEN & LUCE, INC.

IFA Certification

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Analysis (IFA) prepared for the culinary water system:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - d. offsets costs with grants or other alternate sources of payment; and
3. complies in each and every relevant respect with the Impact Fees Act.

Hansen, Allan & Luce, Inc. makes this certification with the following caveats:

1. All of the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to Hansen, Allen & Luce, Inc. is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

HANSEN, ALLEN & LUCE, INC.

**CITY OF SARATOGA SPRINGS
CULINARY WATER CAPITAL FACILITY PLAN**

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SECTION 1 INTRODUCTION

1.1 Background

The City of Saratoga Springs has experienced tremendous growth since the early 2000's that has transformed the once largely agricultural community into an urbanized region of northern Utah County. Residential and commercial developments are being established at a rapid pace with additional open space available for future growth. As this growth continues additional culinary water facilities will be required to provide an adequate water system that meets the City's current level of service for outdoor watering.

The City has recognized the importance to plan for increased demands on its Culinary Water System from new development as a result of the rapid growth. A Culinary Water Capital Facilities Plan (CFP) and Impact Fee Facilities Plan (IFFP) were requested by the City in order to prepare an Impact Fee Analysis (IFA). Hansen Allen and Luce, Inc. (HAL) was retained by the City to prepare this Culinary Water CFP and IFFP. This report was prepared in conjunction with Zions Bank Public Finance (Zions). Growth projections for Saratoga Springs were made by evaluating the history of building permit issuance over the last decade. The City experienced rapid growth at the beginning of 2000 followed by a cooling period from 2007 to 2010 with growth rebounding rapidly in the last few years. The City has conservatively projected growth for the near future with stronger growth occurring in about 6 years due to the planned development of the LDS Church property.

1.2 Purpose

The purpose of the IFFP component of this report is to comply with the requirements of the Utah Impact Fees Act by identifying demands placed on the existing Culinary Water System by new development and by identifying the means by which the City will meet the new demands. The IFFP portion of this report projects the need for new growth-related facilities for the 10-year planning range contemplated by the Impact Fees Act. The CFP portion of this report is more comprehensive. It provides the basis for the Impact Fee Facilities Plan (IFPP) as well as identifies all Capital Facilities required of the Culinary Water System for the 20-year planning range including maintenance, repair, replacement, as well as growth related additions.

This report identifies those items that the Utah Code specifically requires for an IFFP along with facilities required by existing deficiencies in the system. The IFFP is required to identify the following:

1. Demands placed upon existing facilities by new development activity; and
2. The proposed means by which the municipality will meet those demands;

In preparing this report a systematic approach was utilized to evaluate the existing and planned culinary water facilities identified in the City's master planning efforts. Each facility's capacity

was evaluated in accordance with the selected level of service to determine the appropriate share between existing demand and future demands. This approach was taken in order to determine the “proportional share” of improvement costs between existing users and future development users. The basis for this report was to provide proposed project costs and the fractional cost associated with future development to be used within the impact fee analysis. The following analyses were performed to meet the study’s objectives:

- 1) Identify the existing and proposed City culinary water facilities;
- 2) Identify the existing level of service for the system;
- 3) Identify a proposed level of service for the system;
- 4) Identify if any deficiencies are present in the existing system utilizing the proposed level of service;
- 5) Identify any excess capacity in the existing system facilities using the proposed level of service;
- 6) Identify the phasing of new development and the appropriate facilities needed to support the development;
- 7) Project growth in water demands attributable to new development within the existing system;
- 8) Determine projects required by the new water demands to provide the proposed level of service to future development without compromising the level of service provided to existing residents;
- 9) Establish construction phasing of proposed capital facilities;
- 10) Prepare detailed cost estimates for each proposed project;
- 11) Determine if proposed projects will provide capacity for growth beyond the IFFP planning period
- 12) Separate and identify infrastructure costs to maintain the proposed level of service for existing residents versus infrastructure costs to provide an capacity at the proposed level of service for future development, and then identify and subtract the proportionate cost of any excess capacity for growth that is projected to occur beyond the 10 year planning window for the IFFP;

1.3 Impact Fee Collection

Impact fees enable local governments to finance public facility improvements necessary to service new developments without burdening existing development with capital facilities construction costs that are exclusively attributable to growth.

An impact fee is a one-time charge on new development to pay for that portion of a public facility that is required to support that new development.

In order to determine the appropriate impact fee, the cost of the facilities associated with future development must be proportionately distributed. As a guideline in determining the “proportionate share”, the fee must be found to be roughly proportionate and reasonably related to the impact caused by the new development.

1.4 Master Planning

The City's current Master Planning provided the framework for the CFP by identifying the existing culinary water facilities and proposed water improvements that would alleviate current and future demands. Assumptions made within this report are in order with current City policies and standard engineering practices.

A new hydraulic model of the Culinary Water System was prepared to aid in the analyses performed to complete the Culinary Water System Capital Facilities Plan. The model was used to assess existing performance, level of service, to establish a proposed level of service and to confirm the effectiveness of the proposed capital facility projects to maintain the proposed level of service as growth occurs.

SECTION 2 EXISTING CULINARY WATER SYSTEM

2.1 General

The purpose of this section is to provide information regarding the existing Culinary Water System, identify the current level of service, and analyze the remaining capacity of the existing system's facilities.

Saratoga Springs' existing Culinary Water System is comprised of a pipe network, water storage facilities, and water supply sources. The facilities are found within three separate pressure zones. Figure 2-1 illustrates the existing water system. As shown, the system services the entire City. This section summarizes the City's existing 'level of service', water demands, system facilities and system capacity available for new growth.

2.2 Pressure Zones

Currently, the drinking water distribution system serving Saratoga Springs has three pressure zones. Presently Zone 2 and 3 are split into the north and south as they are not interconnected yet. These zones were designed to provide pressures between 40-120 psi.

2.3 Existing City Secondary Water System

To preserve drinking water sources, the City has a Secondary Water System that provides outdoor irrigation. The secondary system is master planned to be an independent system, but currently the Secondary Water System can be supplemented by excess capacity in the Culinary Water System. Separate culinary water and secondary water pipelines exist in all developments. However, a few isolated developments currently rely on the Culinary Water System to provide storage and source water to the secondary water pipelines. As the excess capacity in the Culinary Water System is needed for future growth, Secondary Water System facilities will be constructed to increase the capacity of the Secondary Water System. A Secondary Water System CFP was prepared in conjunction with the Culinary Water System CFP. For both the Culinary Water System CFP and the Secondary Water System CFP each system was analyzed with no sharing of capacity for future projections. It was assumed for all calculations that no Secondary Water System facilities are being supplemented by Culinary Water System capacity. Additional information regarding the Secondary Water System may be found in Secondary Water System CFP.

2.4 Existing Equivalent Residential Connections

Water demands from non-residential water users, such as commercial, industrial, or civic water users have been converted to an Equivalent Residential Unit (ERC) for analytical purposes. The use of ERCs is a common engineering practice to describe the entire system's usage

based upon a common unit of measurement. An ERC is equal to the average demand of one residential connection. The method of using ERCs for analysis is a way for allocating existing and future demands over non-residential land uses. An ERC quantifies the ratio of non-residential water demands relative to an equivalent residential level of service demand. For this analysis all residential connections, including townhouses and apartments were equated to one ERC for indoor water demands.

The City assigns non-residential development an ERC value based on a fixture count that is performed at the issuance of the Building Permit. The fixture count is based on the International Plumbing Code (IPC), issued by the International Code Council. The IPC fixture count method was developed to predict water use for various fixture types. Each fixture type is assigned a load value in water supply fixture units (wsfu). For example, a kitchen sink has a load factor of 1.4 wsfu based on how much water is used at a kitchen sink. A typical residential toilet has a load factor of 2.2 wsfu because a toilet uses more water than a kitchen sink. Once all the fixtures are identified, all the fixture units are added together for a total fixture unit count. One ERC is equivalent to 40 wsfu.

At the beginning of 2012, the City's database had a total of 5,059 ERCs. For a validation of the City's ERC calculation, past water meter information was used to calculate an ERC for each non-residential connection based on actual drinking water use. For example, a non-residential connection with an average usage 20 times more than the average day residential usage was assigned an ERC of 20. A total of 5,025 ERCs were calculated from using past water meter data which is within 1% of the ERCs calculated by the City from fixture counts.

Even though ERC's were used to quantify existing demand and to predict future demand for the CFP and IFFP, it is recommended that the City continue to use the IPC fixture count method to calculate predicted demand of new development.

The level of service provided by the Culinary Water System has been established by the City to provide a reasonable supply of indoor water, fire suppression capacity, and water rights to assure that the system does not run out of water. This level of service establishes the sizing criteria for the City's distribution (pipelines), source, storage facilities, and water rights for the Culinary Water System. The level of service standards are provided below:

Indoor Water Supply

- Well Source Capacity: 10 gpd per wsfu plus 10 gpd per wsfu for redundancy
- Pump Station Source Capacity: 10 gpd per wsfu plus 10 gpd per wsfu for redundancy
- Wholesale Indoor Water Source Capacity: 10 gpd per wsfu
- Indoor Water Storage Capacity: 10 gpd per wsfu
- Pipe Capacity: 40 psi minimum during peak day demand conditions and 30 psi minimum during peak instantaneous conditions

Well and pump station sources require more capacity than source supplied by a wholesale connection because it cannot be assumed that pumps run 100% of the time. Also, redundant pumps are required to provide source when primary pumps fail. Wholesale connections rely on the redundancy provided by the wholesaler and do not rely on mechanical facilities maintained by the City.

Fire Suppression

- Minimum Fire Flow: 1,500 gpm for 2 hours (180,000 gallons) as directed by the Fire Marshall from the International Fire Code (IFC), issued by the International Code Council).
- Maximum Fire Flow: 4,000 gpm for 4 hours (960,000 gallons) as directed by the Fire Marshall from the IFC.
- Fire Suppression Storage Capacity: as required by the Fire Marshall (see Table 2-2 for a summary of fire suppression storage by pressure zone)
- Minimum Pressure: 20 psi residual during peak day + fire flow event

Water Rights

- Yearly Volume: 10 gpd per wsfu (0.011 ac-ft per wsfu)

2.5 Methodology Used to Determine Existing System Capacity

The method for determining the remaining capacity in the system for indoor water supply was based on the defined level of service in terms of wsfu. Each component of the Culinary Water System was assessed a capacity in terms of wsfu. The components include: Source (wells and pump stations), Storage (tanks and associated transmission lines), Transmission (main transmission lines not directly associated with source, storage or fire), Fire Suppression (storage and main transmission lines associated with providing fire suppression capacity), and water rights. Each component was also assigned a number of existing wsfu currently using each component. The difference between the wsfu capacity and wsfu existing demand for each component is the remaining capacity. For example, to calculate the remaining capacity for source in wsfu, the required source for existing users in wsfu is subtracted from the capacity of the wells in wsfu. For storage, the required storage for existing users in wsfu is subtracted from the capacity of the tanks in wsfu to calculate the remaining capacity for storage in wsfu.

A hydraulic model was developed for the purpose of assessing system operation and capacity. For pipelines, the model was used to calculate a capacity in terms of wsfu for each pipeline and to assign capacity for indoor water use and fire suppression. The capacity for each pipeline in wsfu is estimated by the flow capacity of the pipe at a velocity of 5 feet per second subtracted by the minimum fire flow requirement of 1,500 gpm and dividing the remainder by 10 gpd per wsfu. The transmission pipelines out of Tanks 4, 5, 6 and 7 down to the first intersection include a fire flow capacity of 2,000 gpm and larger based on the fire flow assumed from these tanks.

Capacity, demand and remaining capacity is presented in the following paragraphs for each component of the Culinary Water System.

2.6 Water Source & Remaining Capacity

Saratoga Springs' current drinking water sources are all groundwater sources. All current wells, located on the eastern border of the City, are actively used throughout the year on a rotating basis. The active wells are equipped with either submersible or vertical turbine pumps. These wells provide the well source capacity level of service of 10 gpd/wsfu for indoor water use and 10 gpd/wsfu for redundancy. Table 2-1 summarizes the information of each well and all sources total. A wsfu count was not allocated to specific wells as all sources are in the same zone. Currently the City has chlorination stations at Wells 2 and 6.

HAL provided recommendations for operation and maintenance of all City wells as part of a well rehabilitation project for the City. The operations and maintenance memorandum is found in Appendix B.

Table 2-1: Existing Well Water Sources

Name	Capacity (gpm)	Capacity (wsfu)	Existing Demand (gpm)	Existing Demand (wsfu)	Remaining Capacity (gpm)	Remaining Capacity (wsfu)
Well No. 1	1,000	72,000	-	-	-	-
Well No. 2	1,020	73,440	-	-	-	-
Well No. 3	1,750	126,000	-	-	-	-
Well No. 4	1,000	72,000	-	-	-	-
Well No. 6	1,100	79,200	-	-	-	-
TOTAL	5,870	422,640	2,810	202,360	3,121	220,280

2.7 Distribution System & Remaining Capacity

Pipe diameters range from 6-inches to 20-inches, with the majority being 8 inches within the individual subdivision developments. The larger pipes in the system were provided as transmission lines to deliver water from storage tanks during peak demands and fire flow scenarios. All pipes are in good condition as they have been constructed within the last 15 years. The City's current standard is to utilize Ductile Iron Pipe (DIP) for pipe diameters of 12-inches and larger. Figure 2-2 illustrates those system/transmission lines with remaining capacity. The total capacity of the distribution system can be assumed to match the capacity of the indoor water storage facilities because the main transmission lines out of the storage tanks match the capacity of the storage. The total capacity of the existing storage is 1,073,000 wsfu

or 26,825 ERCs. Existing demand is about 201,000 wsfu or 5025 ERCs, which leaves a remaining capacity of 872,000 wsfu or 21,800 ERCs.

2.8 Storage Facilities & Remaining Capacity

Saratoga Springs currently operates seven buried concrete water storage tanks serving the City. Each pressure zone has at least one tank to provide storage. Storage requirements are determined on a per zone basis. Some fire flow is shared between zones through PRV's in the system to transfer water from a higher zone to a lower zone during fire events or high peak demands. The total storage capacity is 13.95 million gallons. All tanks were constructed in the last 15 years and are in good condition.

The storage level of service is 10 gallons of storage per wsfu plus fire flow storage. The fire flow storage requirements were provided by the Fire Marshall as per IFC. The amount of fire suppression storage was assigned to each tank based on available capacity for fire storage in the tank, the amount of fire flow in the pressure zone or zones the tank can serve, and the capacity of the transmission lines from the tank to where the largest fire flows are required. The required fire storage capacity and existing capacity for each pressure zone is found in Table 2-2. The capacity of each tank was analyzed in respect to the zone it serves. It was assumed that storage in upper pressure zones could assist in providing a portion of the required fire flow demand to a lower zone. Table 2-3 is a summary of the storage facility information. Capacity calculations shown in Table 2-3 for each tank account for fire suppression storage volumes.

**Table 2-2
Existing Fire Suppression Storage by Zone**

Zone	Fire Flow (GPM)	Fire Duration (HOURS)	Fire Storage (MG)	Existing Fire Storage in Zone (MG)	Existing Fire Storage From Upper Zones (MG)
1	4,000	4	0.96	0.74	0.22
2 North	3,000	3	0.54	0.30	0.24
2 South	4,000	4	0.96	0.70	0.26
3 North	2,000	2	0.24	0.24	-
3 South	2,000	2	0.24	0.24	-
Total	-	-	2.94	2.22	0.72

The following are assumptions for fire flow storage at each tank:

- Tank 1 – The assumed fire flow for Zone 1 is 4,000 gpm for 4 hours. When running a 4,000 gpm fire flow in the model during peak day conditions, about 1,000 gpm of the fire flow comes from Tank 1. 1,000 gpm for 4 hours is a total volume of 240,000 gallons.
- Tank 5 – When running a 4,000 gpm fire flow in the model during peak day conditions, about 2,000 gpm of the fire flow comes from Tank 5. The remaining 1,000 gpm would in reality come from sources in Zone 1 but, could also come from Tank 5 or Tank 3 in Zone 2 North. It was assumed that the remaining 1,000 gpm fire flow would be assigned to Zone 2 North.

**Table 2-3
Existing Storage Tank Summary**

Tank	Zone	Total Capacity (MG)	Fire Storage (MG)	Demand Storage (MG)	Emergency Storage (MG)	Remain. Capacity (MG)	Total Capacity (wsfu)	Remain. Capacity (wsfu)
1	1	0.75	0.20	0.40	0.15	0.00	40,000	0
5	1	3.0	0.80	0.20	0.15	1.85	205,000	185,000
3	2 N	2.0	0.30	0.64	0.15	0.91	155,000	91,000
2	2 S	1.0	0.20	0.22	0.15	0.43	65,000	43,000
6	2 S	3.0	0.50	0.50	0.15	1.85	235,000	185,000
4	3 N	1.2	0.24	0.05	0.15	0.76	81,000	76,000
7	3 S	2.0	0.24	0.00	0.15	1.61	161,000	161,000
Total		12.95	2.58	2.01	1.05	7.41	942,000	741,000

- Tank 3 – The assumed fire flow for Zone 2 North is 3,000 gpm for 3 hours. 0.3 MG is assigned to Tank 3 and the remaining 0.24 MG is assumed in Tank 4.
- Tank 2 – The assumed fire flow for Zone 2 South is 4,000 gpm for 4 hours. When running a 4,000 gpm fire flow in the model during peak day conditions, about 850 gpm of the fire flow comes from Tank 2. 850 gpm for 4 hours is a total volume of about 0.2 MG.
- Tank 6 – The assumed fire flow for Zone 2 South is 4,000 gpm for 4 hours. When running a 4,000 gpm fire flow in the model during peak day conditions, about 2,000 gpm of the fire flow comes from Tank 6. It was assumed that the remaining 1,000 gpm fire flow would be assigned to Zone 3 South.
- Tank 4 – It is assumed the fire flow of 2,000 gpm for 2 hours for Zone 3 North is provided by Tank 4.
- Tank 7 – It is assumed the fire flow of 2,000 gpm for 2 hours for Zone 3 North is provided by Tank 7.

2.9 Pump Stations & Remaining Capacity

The City operates pump stations required to boost water from a lower zone to a higher zone. These pump stations provide the water source to the upper zones and therefore must meet the pump station source capacity level of service of 10 gpd/ wsfu for indoor use and 10 gpd/ wsfu for redundancy. Table 2-4 is a summary of the pump station information for culinary water demands in units of ERCs. Table 2-5 is a summary of the pump station information for culinary water demands in GPM. The Fox Hollow pump station has no existing demand because it is a new facility with no existing connections.

**Table 2-4
Existing Pump Station Summary by wsfu**

Zone	Name	Capacity (wsfu)	Existing Demand (wsfu)	Remaining Capacity (wsfu)
2 South	PS 1 (Grandview)	180,000	71,840	108,160
2 North	PS 2 (Harvest Hills)	72,000	69,000	3,000
3 North	PS 3 (Harvest Moon)	36,000	4,680	31,320
3 South	PS 4 (Fox Hollow)	313,200	0	313,200

**Table 2-5
Existing Pump Station Summary by GPM**

Zone	Name	Capacity (gpm)	Existing Demand (gpm)	Remaining Capacity (gpm)
2 South	PS 1 (Grandview)	2,500	998	1,502
2 North	PS 2 (Harvest Hills)	1,000	958	42
3 North	PS 3 (Harvest Moon)	500	65	415
3 South	PS 4 (Fox Hollow)	4,350	0	4,350

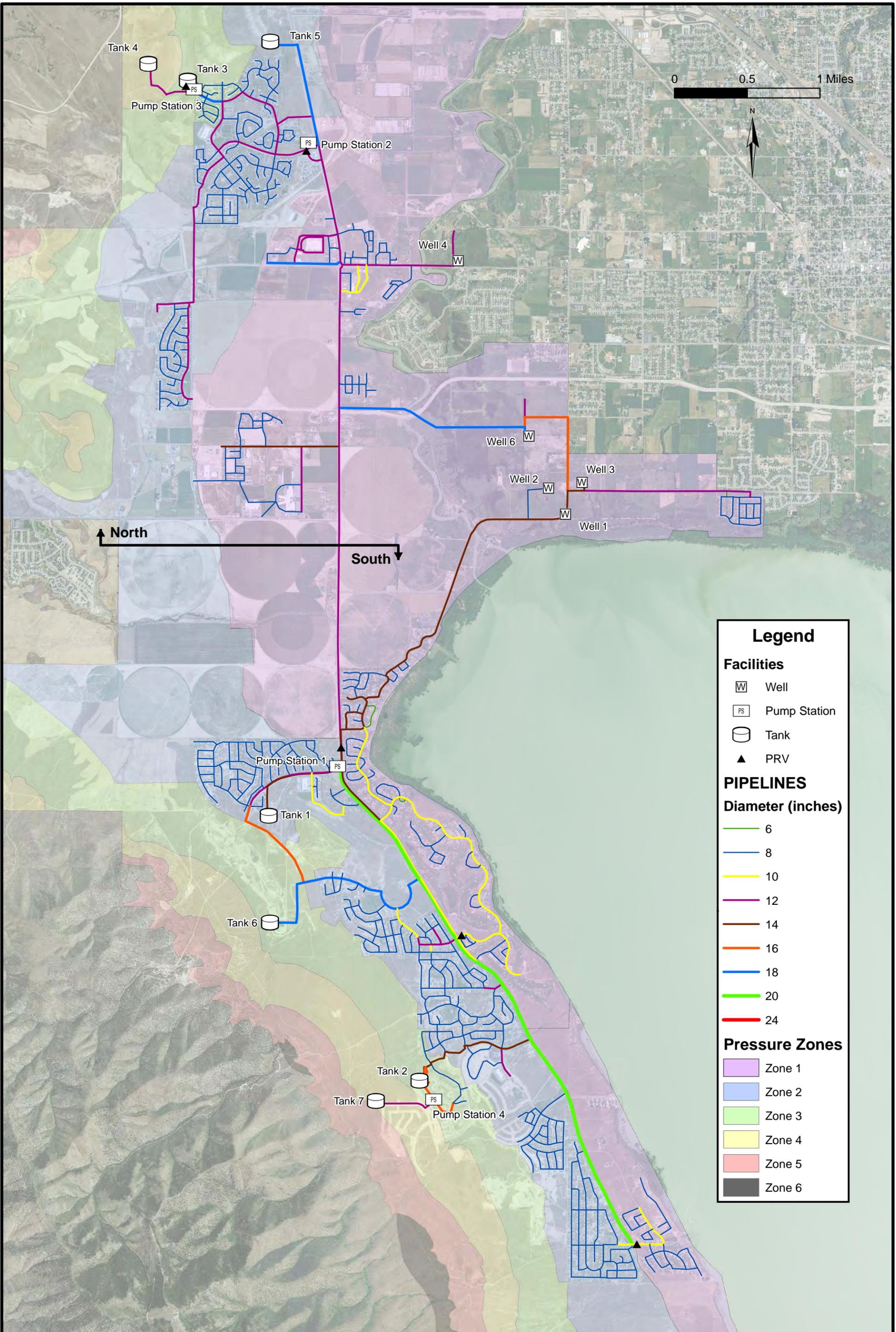
2.10 Water Rights & Remaining Capacity

The City owns a total of 3,872 acre-feet of water rights attributed to the Culinary Water System. The existing demand at the proposed level of service of 10 gpd per wsfu is 3,482 acre-feet. Both the 3,872 acre-feet of water rights owned and the 3,482 acre-feet existing demand

includes 1,206 acre-feet of water rights that were given to the City in exchange for development credit agreements for future development. Subtracting 3,482 from 3,872 leaves a remaining capacity available for future development of 389 acre-feet, in addition to the existing development credit.

2.11 Capital Facilities to Meet System Deficiencies

The existing culinary water system meets the current level of service. However, the City has several Capital Projects planned to improve the Existing System operationally. These projects are not impact fee related, but project costs are provided in the CFP Section for City budgeting purposes only.



Legend

Facilities

- Well
- Pump Station
- Tank
- PRV

PIPELINES

Diameter (inches)

- 6
- 8
- 10
- 12
- 14
- 16
- 18
- 20
- 24

Pressure Zones

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6

SECTION 3 CAPITAL FACILITIES REQUIRED BY NEW DEVELOPMENT

3.1 General

The purpose of this section is to identify the culinary facilities that are required, for the 20-year planning period, to meet the demands placed on the system by future development. Proposed facility capacities were sized to adequately meet the 20-year growth projections and were compared to current master planned facilities. A detailed design analysis will need to be provided before construction of the facilities to ensure that the location and sizing is appropriate for the actual growth that has taken place since this CFP was developed. Specific projects with costs are presented in Section 4.

3.2 Growth Projections

Growth projections for Saratoga Springs were made by evaluating the history of building permit issuance over the last decade as summarized in Table 3-1.

**Table 3-1
Residential Building Permit History**

Year	Annual Residential Permits	Annual Growth
2000	169	63.1%
2001	483	110.5%
2002	369	40.1%
2003	437	33.9%
2004	383	22.2%
2005	656	31.1%
2006	658	23.8%
2007	489	14.3%
2008	193	4.9%
2009	186	4.5%
2010	232	5.4%
2011	464	10.3%

Saratoga experienced rapid growth at the beginning of 2000 followed by a cooling period from 2007 to 2010 with growth rebounding rapidly in the last few years. The City has conservatively projected growth for the near future with stronger growth occurring in about 6 years due to the

projected development of the LDS Church property. Total growth projections for the City are summarized in Table 3-2.

**Table 3-2
Growth Projections**

Year	Total Projected ERCs	Total Projected wsfu	Annual Growth
2012	5,059	202,360	-
2013	5,430	217,200	7.3%
2014	5,812	232,480	7.0%
2015	6,194	247,760	6.6%
2016	6,576	263,040	6.2%
2017	7,377	295,080	12.2%
2018	7,986	319,440	8.3%
2019	8,671	346,840	8.6%
2020	9,541	381,640	10.0%
2021	10,207	408,280	7.0%
2022	10,877	435,080	6.6%
2023	11,616	464,640	6.8%
2024	12,401	496,040	6.8%
2025	13,235	529,400	6.7%
2026	14,124	564,960	6.7%
2027	15,066	602,640	6.7%
2028	16,068	612,720	6.7%
2029	17,141	685,640	6.7%
2030	18,270	730,800	6.6%
2031	18,826	753,040	3.0%

3.3 Methodology

The future water demands were added incrementally by year to the facility analysis. At the year a facility reaches capacity, a solution was identified that will accommodate growth for the 20-year planning period. A hydraulic model was developed for the purpose of assessing the system operation and capacity with future demands added to the system. The model was used to identify problem areas in the system and to identify the most efficient way to make improvements to transmission pipelines, sources, pumps, and storage facilities.

Currently the Culinary Water System supplements the Secondary Water System as needed during peak demands in portions of the City. In several cases the future culinary water demands required the secondary water system demand be removed from a culinary water system facility triggering a project required for the secondary water system but not the culinary water system. For both the Culinary Water System CFP and the Secondary Water System CFP each system was analyzed with no sharing of capacity for future projections. It was assumed for all calculations that no Secondary Water System facilities are being supplemented by Culinary Water System capacity.

The future system was evaluated in the same manner as the existing system, by modeling (1) Peak Instantaneous Demands and (2) Peak Day Demands plus fire flow conditions.

3.4 Future Water Source

The future system will continue to utilize groundwater sources for drinking water. With the future availability of drinking water through the Central Water Project (CWP) provided by Central Utah Water Conservancy District (CUWCD), the City should have sufficient drinking water source at their disposal for the Culinary Water System well into the future even if groundwater sources become limited. CUWCD plans to have water available as early as 2014 or once the CWP project is completed. Through the year 2022 it is assumed that the SLR development will use CUWCD water and the rest of the City will use groundwater sources. By 2022, however, the City will need to decide whether or not to contract through CUWCD for future water source. If CUWCD is not used, the City will need to acquire additional water rights and develop new culinary water wells for additional demand from the year 2023 through 2031.

Future growth projections indicate that the City will need to provide additional drinking water source. The CFP analysis utilized a source capacity level of service of 10 gpd/wsfu for indoor water use and 10 gpd/wsfu for redundancy. It was assumed that CUWCD will provide for mechanical redundancy in their own system at 10 gpd/wsfu.

The following are source projects selected to meet the source requirements for future growth:

- CWP North & Redwood Road Turnouts – Provide source to the entire City through the CWP project.
- CWP 2300 West & Pony Express Turnouts – Provide source to the entire City through the CWP project.

3.5 Future Water Storage

The proposed level of service requires that the water system have 10 gallons per wsfu for equalization storage along with appropriate fire suppression storage requirements. The future 20-year growth projection requires a number of tanks to supply storage to future pressure zones. It is anticipated that fire flow pressure reducing valves (PRVs) will be placed between zones to convey fire flows from upper zones to lower zones during fire events. The following tanks are anticipated to meet future demands:

- Zone 4 South Tank – Zone 4b South Tank with a capacity of 1,700,000 gallons.
- Zone 4 North Tank – Zone 4 North Tank with a capacity of 1,200,000 gallons.
- Zone 5 South Tank – Zone 5 South Tank with a capacity of 1,000,000 gallons.

3.6 Future Zone Pumping

Future zone pumping requirements were evaluated to determine pump station needs to meet future peak day demands. All zones requiring pump stations were evaluated using the source capacity level of service of 10 gpd/wsfu for indoor water use and 10 gpd/wsfu for redundancy. The growth model required new pump stations to provide water to meet future demands. Zone pumping must provide source capacity to the pump station from the lower zone and provide the needed source to the zone above. The required pump stations to meet future demands are shown below:

- Zone 2 North Pump Station – Pump Station along U-73 to provide more source capacity to the upper north zones (2000 gpm @ 200 HP).
- Zone 2 South Pumping – Increase the capacity of the Grandview Pump Station.
- Zone 4 South Pump Station – Pump Station for the new zone 4 south zone (750 gpm @ 75 HP).
- Zone 3 North Pump Station – Pump Station for additional capacity for growth in Zone 3 (900 gpm @ 100 HP).
- Zone 4 North Pump Station – Pump Station for the new zone 4 north zone (800 gpm @ 80 HP).
- Zone 5 South Pump Station - Pump Station for the new zone 5 south zone (450 gpm @ 50 HP).

3.7 Future Transmission Piping

Future transmission lines would need to be constructed to allow for future growth in the undeveloped areas of the City. The model was used to determine the most efficient way to keep waterline velocities and pressures within the criteria limits with added future demands. The majority of the waterline projects are required to connect sources to storage tanks and to the existing and future areas of the system. These transmission lines are described below:

- Zone 2 North Transmission Line – 18-inch Line along SR-73 connecting the proposed U-73 Pump Station to the existing zone water lines.
- Zone 1 Transmission Line – 18-inch Redwood Road line increasing the transmission capacity in zone 1 between the source and storage.
- Zone 4 South Transmission Line – 16-inch line interconnecting the proposed tank and pump station to the existing water lines.
- Zone 3 North Transmission Line – 12-inch line connecting the proposed pump station to the existing zone water lines.
- Zone 4 North Transmission Line – 12-inch line interconnecting the proposed tank and pump station to the existing water lines.
- Zone 5 South Transmission Line – 12-inch line interconnecting the proposed tank and pump station to the existing water lines.

3.8 Future Water Rights

Water rights need to be acquired for future growth in the undeveloped areas of the City. The City owns a total of 3,872 acre-feet of water rights attributed to the Culinary Water System. This includes water rights that were given to the City in exchange for development credit agreements. The existing demand at the proposed level of service of 10 gpd per wsfu is 3,482 acre-feet, which includes 1,206 acre-feet of developer credit. Developer credit is water rights given to the City before the development is actually built. Subtracting 3,482 from 3,872 leaves a remaining capacity available for future development of 389 acre-feet in addition to developer credits. With an assumed additional demand of 1,125 acre-feet by 2022, the City will need to acquire 736 acre-feet (1125 -389) by then. By the year 2031 the City will need to acquire an additional 3,876 acre-feet of culinary water rights or about 400 acre-feet per year. Another option is to contract with CUWCD for culinary water.

- 736 acre-feet of culinary water rights by the year 2022.
- 3,867 acre-feet of culinary water rights or contract through CUWCD by the year 2031.

SECTION 4 CAPITAL FACILITY PLAN, PHASING & COST ESTIMATES

4.1 General

The purpose of this section is to provide a detailed list of the proposed Capital Facilities to meet both existing deficiencies and also future growth. Table 4-1 provides a complete list of the CFPs. Also included in the list is the anticipated year of construction based upon current City budgeting and need for the project. The actual phasing of projects will be dependent on actual growth and the location of the growth. The years shown are only a guide for the City and may be revised at any time. Figure 4-1 details the locations of each project.

4.2 Cost Estimating

Cost estimates were prepared for each project and are shown in Table 4-1. Table 4-2 provides a summary of the costs associated with existing deficiencies versus projects required to meet future growth demands.

Unit costs for the construction cost estimates are based on master planning level engineering. Sources used to estimate construction costs include:

- "Means Heavy Construction Cost Data, 2013"
- Price quotes from equipment suppliers
- Recent construction bids for similar work along the Wasatch Front

Costs include construction, land acquisition, planning and engineering. All costs are presented in 2013 dollars. Recent price and economic trends indicate that future costs are difficult to predict with certainty. Engineering cost estimates given in this study should be regarded as conceptual level as appropriate for use as a planning guide. Only during final design can a definitive and more accurate estimate be provided. A cost estimate calculation for each project is provided in Appendix A.

**TABLE 4-1
CAPITAL IMPROVEMENT PROJECTS**

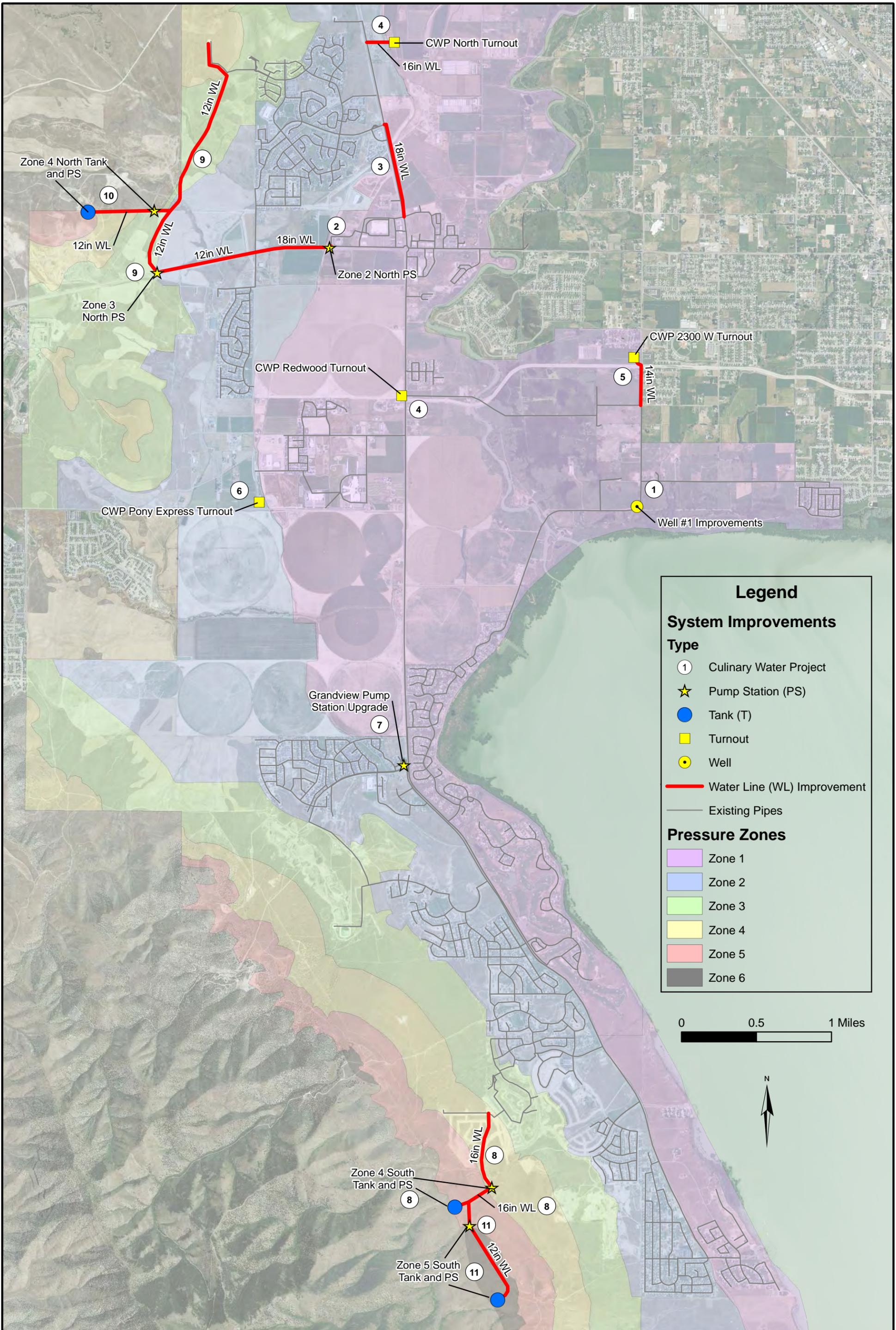
TYPE & PHASING YEAR	MAP ID	RECOMMENDED PROJECT	COST
Well Source Reconstruction - Existing Deficiency 2013	1	Improvements at Well #1 – Reconstruction of the well house, including the pump, piping, electrical and, mechanical equipment.	\$420,000
Source – Growth Project 2014	2	Zone 2 North Source – Install 2,700 feet of 18-inch transmission line along SR-73 to connect the existing Zone 2 piping to a new pump station. Construct a new pump station along SR-73 to deliver water into Zone 2. The pump station will provide 2,000 gpm and require 200 HP.	\$1,211,000

TYPE & PHASING YEAR	MAP ID	RECOMMENDED PROJECT	COST
Transmission – Growth Project 2014	3	Install 3,200 feet of 18-inch transmission line in Redwood Road from Harvest Hills Blvd to Commerce Drive.	\$653,000
Source – Growth Project 2016	4	Improvements to provide additional source to the Culinary System will be required for the North and Redwood Road CWP turnouts. Piping from the turnouts to the existing system will be installed. The North Turnout will require installation of 700 feet of 16-inch DIP. For this project it was assumed that all associated fees for project water and the capital costs of the CWP facilities were provided by SLR. The cost does not include the CWP meter vault.	\$206,000
Water Rights – Growth Project 2022	-	The City will need to acquire an additional 736 acre-feet of culinary water rights to meet anticipated demand growth by the year 2022. (This does not include water rights needed for the SLR development)	\$2,164,000
Source – Growth Project 2023	5	Improvements to provide additional source to the Culinary System will be required for the 2300 West CWP turnouts. Piping from the turnout to the existing system will be installed. The 2300 West Turnout will require installation of 1800 feet of 14-inch DIP. For this project it was assumed that all associated fees for project water and the capital costs of the CWP facilities were provided by SLR. The cost does not include the CWP meter vault.	\$360,000
Source – Growth Project 2023	6	Improvements to provide additional source to the Culinary System will be required for the Pony Express CWP turnouts. Piping from the turnout to the existing system will be installed. For this project it was assumed that all associated fees for project water and the capital costs of the CWP facilities were provided by SLR. The cost does not include the CWP meter vault.	\$72,000
Source – Maintenance & Growth Project 2025	7	The Zone 2 South Pump Station at Grandview is planned for upgrading to meet future growth. New pumps and electrical components will be required. The pump station boosts from Zone 1 to an existing storage tank in Zone 2. The portion of the cost to upgrade capacity above the current capacity is available for impact fees.	\$600,000
Transmission, Storage & Source – Growth Project 2026	8	Improvements to provide service to a new Zone 4 South area identified in the growth projections. The improvements include a new 1.7 MG Tank, 750 gpm pump station and 9,000 feet of 16-inch transmission line.	\$4,428,000
Source – Growth Project 2027	9	Growth will require the Construction of a new Zone 3 North pump station to supply water to the zone. A 900 gpm pump station along with 12,000 feet of 12-inch transmission line is planned.	\$2,358,000

TYPE & PHASING YEAR	MAP ID	RECOMMENDED PROJECT	COST
Transmission, Storage & Source – Growth Project 2028	10	Improvements to provide service to a new Zone 4 North area identified in the growth projections. The improvements include a new 1.2 MG Tank, 800 gpm pump station and 2,500 feet of 12-inch transmission line.	\$2,520,000
Transmission, Storage & Source – Growth Project 2030	11	Improvements to provide service to a new Zone 5 South area identified in the growth projections. The improvements include a new 1.0 MG Tank, 450 gpm pump station and 4,500 feet of 12-inch transmission line.	\$2,568,000
Water Rights – Growth Project 2031	-	The City will need to acquire an additional 3,562 acre-feet of culinary water rights to meet anticipated demand growth from the year 2023 through 2031. This is about 400 acre-feet per year or \$1,163,000 a year. (This assumes the City decides not to use CUWCD water other than for the SLR development)	\$10,520,000

**TABLE 4-2
CAPITAL IMPROVEMENT PROJECT SUMMARY**

TYPE	DESCRIPTION	TOTAL COST
Existing Deficiency Projects	Projects required for the system that are necessary to eliminate existing deficiencies.	\$420,000
Growth Projects	Projects to resolve system deficiencies placed on the system by new growth. These projects may be impact fee projects or projects directly funded by the developer.	\$28,080,000
TOTAL		\$28,500,000



SECTION 5 IMPACT FEE FACILITY PLAN AND ANALYSIS

5.1 General

This section relies on the data presented in the previous sections to present a proposed impact fee based on the appropriate proportion of cost of projects planned in the next 10 years to increase capacity for new growth and an appropriate buy-in cost of available existing excess capacity previously purchased by the City.

The following data on the Culinary Water System facilities are presented in previous sections: Growth projections, Definition of the proposed level of service, Existing and future anticipated demand, Existing and excess capacity, Capital facilities analysis to determine projects required to resolve existing deficiencies and projects required in the next ten to twenty years to accommodate anticipated growth.

The Culinary Water System facility projects planned in the next 10 years to increase capacity for new growth included within the impact fee are presented. Also included in this section are the possible revenue sources that the City may consider to fund the recommended projects. The three components of the impact fee are then presented with the proposed fee. The Culinary Water System impact fee units include the indoor water capacity unit, fire flow capacity unit and the water right unit.

5.2 Cost of Existing and Future Facilities

The facilities and costs presented in Table 5-1 are existing facilities with remaining buy-in capacity and proposed projects essential to maintain the current level of service while accommodating future growth within the next 10 years. The historical costs for the existing facilities come from City records. Documentation for the costs is found in Appendix A. The facility sizing for the future proposed projects was based on City planning data and hydraulic modeling. All future projects have a design life greater than 10-years, as required by the Impact Fee Act, and all of the projects are 100% growth related. Each project is divided by the different components of the Culinary Water System: Source (wells and pump stations), Storage (tanks and associated transmission lines), Pipe (main transmission lines not directly associated with source or storage), Fire (storage and main transmission lines associated with providing fire suppression capacity), Planning (costs related to preparing master plans, CFPs, IFFPs, IFFAs), and water rights.

**TABLE 5-1
COST OF EXISTING AND FUTURE FACILITIES**

PROJECT	SOURCE	STORAGE	PIPE	FIRE	PLANNING	WATER RIGHTS	TOTAL
Lake Mountain Mutual Purchase	\$11,000,000	\$4,710,000	\$1,916,000	\$2,240,000	\$0	\$1,134,000	\$21,000,000
Lake Mountain Development Purchase (2005 Bond)	\$914,578	\$639,500	\$755,047	\$765,057	\$0	\$0	\$3,074,183
Tank 5 (2006 Bond)	\$0	\$2,645,796	\$0	\$2,269,090	\$0	\$0	\$4,881,886
Zone 2 South SID (2009 Bond)	\$0	\$1,579,763	\$0	\$547,938	\$0	\$0	\$2,127,701
Water Right Purchases	\$0	\$0	\$0	\$0	\$0	\$2,088,825	\$2,088,825
400 North Pipeline (SAR.159)	\$0	\$0	\$186,278	\$310,809	\$0	\$0	\$497,087
Saratoga Rd Pipeline (SAR.163)	\$575,780	\$0	\$0	\$0	\$0	\$0	\$575,780
Booster Pump Station (SAR.140)	\$99,995	\$0	\$0	\$0	\$0	\$0	\$99,995
1200 North Pipeline (SAR.115)	\$0	\$0	\$26,659	\$65,022	\$0	\$0	\$91,681
2014 IFFP Project – Zone 2 North Source	\$937,961	\$0	\$0	\$273,039	\$0	\$0	\$1,211,000
2014 IFFP Project – Redwood Road Transmission	\$0	\$0	\$323,701	\$329,299	\$0	\$0	\$653,000
2016 IFFP Project – CWP Turnout Transmission	\$0	\$0	\$206,000	\$0	\$0	\$0	\$206,000
2022 IFFP Project – Water Rights	\$0	\$0	\$0	\$0	\$0	\$2,164,000	\$2,164,000
TOTAL	\$13,528,314	\$9,575,060	\$3,423,695	\$6,757,244	\$140,000	\$5,430,825	\$38,855,138

Only those costs attributed to the new growth in the next 10 years can be included in the impact fee. Table 5-2 is a summary of the existing and future facility costs by Culinary Water System component and by time period. Existing costs are those costs attributed to capacity currently being used by existing connections. Costs attributed to the next 10 years are costs for the existing capacity or new capacity for the assumed growth in the next 10 years. Costs attributed to beyond 10 years are costs for the existing capacity or new capacity for the assumed growth beyond 10 years.

**TABLE 5-2
FACILITY COST BY TIME PERIOD**

	EXISTING	NEXT 10 YEARS	BEYOND 10 YEARS	TOTAL
SOURCE	\$7,195,095	\$7,365,763	\$466,494	\$13,528,314
STORAGE	\$2,772,608	\$3,188,581	\$4,191,521	\$9,575,060
PIPE	\$991,384	\$1,140,121	\$1,498,736	\$3,423,695
FIRE	\$1,718,853	\$1,900,819	\$3,432,944	\$6,757,244
WATER RIGHTS	\$3,222,825	\$2,208,000	\$0	\$5,430,825
PLANNING	\$0	\$140,000	\$0	\$140,000
TOTAL COST	\$13,322,290	\$15,943,285	\$9,589,694	\$38,855,138

5.3 Revenue Options

Revenue options for the recommended projects, in addition to use fees, could include the following options: general obligation bonds, revenue bonds, State/Federal grants and loans, and impact fees. In reality, the City may need to consider a combination of these funding options. The following discussion describes each of these options.

General Obligation Bonds through Property Taxes

This form of debt enables the City to issue general obligation bonds for capital improvements and replacement. General Obligation (G.O.) Bonds would be used for items not typically financed through the Water Revenue Bonds (for example, the purchase of water source to

ensure a sufficient water supply for the City in the future). G.O. bonds are debt instruments backed by the full faith and credit of the City which would be secured by an unconditional pledge of the City to levy assessments, charges or ad valorem taxes necessary to retire the bonds. G.O. bonds are the lowest-cost form of debt financing available to local governments and can be combined with other revenue sources such as specific fees, or special assessment charges to form a dual security through the City's revenue generating authority. These bonds are supported by the City as a whole, so the amount of debt issued for the water system is limited to a fixed percentage of the real market value for taxable property within the City. For growth related projects this type of revenue places an unfair burden on existing residents as they had previously paid for their level of service.

Revenue Bonds

This form of debt financing is also available to the City for utility related capital improvements. Unlike G.O. bonds, revenue bonds are not backed by the City as a whole, but constitute a lien against the water service charge revenues of a Water Utility. Revenue bonds present a greater risk to the investor than do G.O. bonds, since repayment of debt depends on an adequate revenue stream, legally defensible rate structure /and sound fiscal management by the issuing jurisdiction. Due to this increased risk, revenue bonds generally require a higher interest rate than G.O. bonds, although currently interest rates are at historic lows. This type of debt also has very specific coverage requirements in the form of a reserve fund specifying an amount, usually expressed in terms of average or maximum debt service due in any future year. This debt service is required to be held as a cash reserve for annual debt service payment to the benefit of bondholders. Typically, voter approval is not required when issuing revenue bonds. For growth related projects this type of revenue places an unfair burden on existing residents as they had previously paid for their level of service.

State/Federal Grants and Loans

Historically, both local and county governments have experienced significant infrastructure funding support from state and federal government agencies in the form of block grants, direct grants in aid, interagency loans, and general revenue sharing. Federal expenditure pressures and virtual elimination of federal revenue sharing dollars are clear indicators that local government may be left to its own devices regarding infrastructure finance in general. However, state/federal grants and loans should be further investigated as a possible funding source for needed water system improvements.

It is also important to assess likely trends regarding federal / state assistance in infrastructure financing. Future trends indicate that grants will be replaced by loans through a public works revolving fund. Local governments can expect to access these revolving funds or public works trust funds by demonstrating both the need for and the ability to repay the borrowed monies, with interest. As with the revenue bonds discussed earlier, the ability of infrastructure programs to wisely manage their own finances will be a key element in evaluating whether many secondary funding sources, such as federal/state loans, will be available to the City.

Impact Fees

As discussed in Section 1, an impact fee is a one-time charge to a new development for the purpose of raising funds for the construction of improvements required by the new growth and to maintain the current level of service. Impact fees in Utah are regulated by the Impact Fee Statute and substantial case law. Impact fees are a form of a development exaction that requires a fee to offset the burdens created by the development on existing municipal services. Funding the future improvements required by growth through impact fees does not place the burden on existing residents to provide funding of these new improvements.

User Fees

Similar to property taxes on existing residents, User Fees to pay for improvements related to new growth related projects places an unfair burden on existing residents as they had previously paid for their level of service.

5.4 Impact Fee Unit Calculation

Currently, the City assigns non-residential development an ERC value based on a fixture count that is performed at the issuance of the Building Permit. The fixture count is based on the International Plumbing Code (IPC), issued by the International Code Council as a method to size the water meter and piping by the number of water fixtures and the type of water fixtures a building has. Each fixture type is assigned a load value in water supply fixture units (wsfu). For example, a kitchen sink has a load factor of 1.4 wsfu based on how much water is used at a kitchen sink. A typical residential toilet has a load factor of 2.2 wsfu because a toilet uses more water than a kitchen sink. Once the total fixtures are identified, all the fixture units are added together for a total fixture unit count. The City also uses the IPC as the plumbing standards for plan reviews and building inspections.

It is recommended that the City have three components to the impact fee for culinary water system facilities-- indoor water use, fire flow capacity, and water rights. Each component is discussed separately in the following paragraphs.

Indoor Water Use Impact Fee Unit

It is recommended that the City continue to use the IPC fixture unit (wsfu) count method to calculate an Indoor Water Impact Fee Unit. It is recommended that one impact fee unit be equal to a fixture count of 40, which is the recommended maximum fixture count for a $\frac{3}{4}$ inch meter. A fixture count of 40 and a $\frac{3}{4}$ inch meter size matches the proposed level of service. It is recommended that the City continue the requirement of a $\frac{3}{4}$ inch meter being the minimum meter size allowed and a fixture count of 40 being the minimum indoor water impact fee unit for a connection. A fixture count greater than 40 would require a larger meter and an impact fee unit larger than 1. For example, a building with a fixture unit count of 87 would have an impact fee unit of 2.2 because 87 divided by 40 is 2.2.

The Indoor Water Impact Fee per unit is based on the historic cost of the available capacity in the indoor water components of the Culinary Water System and the cost of necessary future projects for the predicted development in the next 10 years. Table 5-3 is a summary of the capacity cost included in the impact fee calculation by indoor water component. The existing wsfu does not include 42,160 units attributed to existing units at the time of the Lake Mountain Mutual Water Company purchase. The system capacity for these units was already paid for by others and the City only purchased the remaining capacity. The wsfu for source under the “Next 10 Years” does not include units for all of the development anticipated. The SLR development is acquiring water through the Central Utah Water Conservancy District. It is anticipated that they will provide their own source starting in 2019. Once the SLR development is providing their own source, new development within the SLR development would not pay the source component of the impact fee. A map with the location of the SLR development can be found in Appendix C.

**TABLE 5-3
INDOOR WATER CAPACITY COST**

Indoor Water Component	EXISTING		NEXT 10 YEARS		BEYOND 10 YEARS		TOTAL	
	wsfu	Cost	wsfu	Cost	wsfu	Cost	wsfu	Cost
SOURCE	160,200	\$7,195,095	207,160	\$7,365,763	13,120	\$466,494	422,640	\$13,528,314
STORAGE	160,200	\$2,772,608	232,720	\$3,188,581	305,920	\$4,191,521	741,000	\$9,575,060
PIPE	160,200	\$991,384	232,720	\$1,140,121	305,920	\$1,498,736	741,000	\$3,423,695
PLANNING	0	\$0	232,720	\$140,000	0	\$0	232,720	\$140,000
TOTAL COST	\$8,675,853		\$11,834,465		\$6,156,750		\$26,667,069	

Table 5-4 is a summary of the indoor water capacity cost per wsfu using the totals presented in Table 5-3. The Cost per wsfu is \$54.76.

**TABLE 5-4
INDOOR WATER CAPACITY COST PER WSFU**

Indoor Water Component	Cost Attributed to Component	Total wsfu Capacity	Cost per wsfu
Source	\$13,528,314	422,640	\$35.56
Storage	\$9,575,060	741,000	\$13.70
Pipe	\$3,423,695	741,000	\$4.90
Planning	\$140,000	232,720	\$0.60
TOTAL			\$54.76

It is recommended that connections to irrigation systems not be allowed on the drinking water system. It is recommended that secondary water systems with secondary water meters be required for all new development even if the secondary water will be supplied initially by a cross-over connection maintained by the City.

Fire Flow Impact Fee Unit

It is recommended that facility capacity attributed to fire flow be based on the fire suppression requirement specified by the International Fire Code (IFC), issued by the International Code Council. The level of service is equal to 0.18 Million Gallons (1,500 gpm for 2 hours) which is the IFC fire suppression requirement for most single family homes and non-residential buildings with fire suppression systems. It is recommended that a building requiring greater than 0.18 Million Gallons (MG) of fire suppression be assigned an equitable cost of providing the additional capacity. Assigning an impact fee cost unit by ERC does not work in the case of fire flow capacity. As every home and building needs the minimum 0.18 MG for fire suppression, there is a greater distribution of the cost for the minimum storage. When a higher fire flow capacity is required, there are fewer buildings, needing that higher volume, to distribute the cost of supplying the greater capacity. A Fire Flow Impact Fee Unit was therefore calculated to represent the equitable distribution of the fire flow capacity cost. The fee is based on an analysis of the existing capacity in the storage facilities versus the existing number of buildings within each fire flow requirement. It was assumed that the excess fire flow storage capacity will be distributed by the same ratio of buildings within each fire flow category. A cost distribution unit for each IFC fire flow requirement is shown in Table 5-5.

**TABLE 5-5
FIRE FLOW CAPACITY IMPACT FEE COST DISTRIBUTION UNIT**

Fire Flow Requirement (gpm)	Fire Flow Duration Requirement (hours)	Fire Volume Requirement (MG)	Cost Distribution Units	Fee per Connection
1,500	2	0.18	1	\$207
1,750	2	0.21	2	\$516
2,000	2	0.24	5	\$953
2,250	2	0.27	8	\$1,603
2,500	2	0.30	13	\$2,649
2,750	2	0.33	22	\$4,531
3,000	3	0.54	128	\$26,497
3,250	3	0.59	162	\$33,557
3,500	3	0.63	208	\$42,971
3,750	3	0.68	276	\$57,091
4,000	4	0.96	1,140	\$235,952

Also shown in Table 5-5 is a Fire Flow Impact Fee based on a cost of \$6,757,244 attributed to fire flow capacity. The Fire Flow Impact Fee per unit is based on the actual municipal incurred cost of the available capacity in the fire flow components of the Culinary Water System and the cost of necessary future projects for the predicted growth in the next 10 years. A summary of the projects included in the fire flow capacity cost by time period is found in Table 5-2.

Water Right Impact Fee Unit

The proposed level of service for water rights is 10 gpd per wsfu. The total demand by the year 2022 at the proposed level of service is 4,607 acre-feet. This total demand at 2022 does not include all of the development anticipated. The SLR development is acquiring water through the Central Utah Water Conservancy District. It is anticipated that they will provide their own source

starting in 2019. Once the SLR development is providing their own source, new development within the SLR development would not pay the water right component of the impact fee. A map with the location of the SLR development can be found in Appendix C. The existing culinary water right demand for the system is 3,482 acre-feet. This includes 1,206 acre-feet of water rights that were given to the City in exchange for development credit agreements for future development. It is assumed this credit will be used by 2022 for the anticipated growth. Subtracting the existing demand of 3,482 acre-feet from the total demand at 2022 of 4,607 acre-feet leaves an additional demand of **1,125 acre-feet needed by 2022** (see Table 5-6).

**TABLE 5-6
WATER RIGHTS NEEDED BY 2022**

	Acre-Feet
Predicted Demand in 2022 at the Proposed Level of Service	4,607
Existing Demand at the Proposed Level of Service	3,482
Additional Demand Capacity needed by 2022	1,125

The City owns a total of 3,872 acre-feet of water rights attributed to the Culinary Water System. Again, this includes the 1,206 acre-feet of water rights that were given to the City in exchange for development credit agreements. Subtracting the existing demand of 3,482 acre-feet from the 3,872 acre-feet of total water rights owned leaves an excess capacity of **389 acre-feet available for new development in addition to developer credits** (see Table 5-7).

**TABLE 5-7
WATER RIGHTS EXCESS CAPACITY**

	Acre-Feet
Water Rights Owned	3,872
Existing Demand at the Proposed Level of Service	3,482
Excess Capacity	389

Subtracting the excess capacity of owned water rights of 389 acre-feet from the additional demand of 1,125 acre-feet needed by 2022 leaves **736 acre-feet needing to be purchased by 2022** (see Table 5-8). The average price the City has paid for water rights is \$3,012 per acre-foot. This would provide a price of **\$33.88 per wsfu**.

**TABLE 5-8
WATER RIGHTS TO BE PURCHASED**

Acre-Feet	
Additional Demand Capacity needed by 2022	1,125
Excess Capacity	389
Total to be purchased by 2022	736

It is recommended that the City accept the water right impact fee in one of three ways: Payment of \$33.88 per wsfu for water rights the City has available for new development, use of developer credit, or Deed the City a water right approved by the City Attorney in lieu of the water rights portion of the culinary impact fee.

5.5 Summary

Adding the proposed Culinary Water System impact fee units together, the typical single family residential connection requiring 40 wsfu or less and requiring a 1,500 gpm fire flow would have an impact fee of **\$3,825** (see Table 5-9). This includes \$2,190 for indoor water capacity, \$280 for fire flow capacity, and \$1,355 for water rights.

**TABLE 5-9
TOTAL PROPOSED IMPACT FEE PER WSFU
AND TYPICAL SINGLE FAMILY RESIDENT**

	Per wsfu	Per ERC
Indoor Water	\$55	\$2,190
Fire Flow	\$7	\$280
Water Rights	\$34	\$1,355
Total	\$96	\$3,825

Appendix A

Cost Estimates

**City of Saratoga Springs Capital Facility Plan
Culinary Water Recommended Improvements
Preliminary Engineers Cost Estimates**

Year	Item	Unit	Unit Price	Quantity	Total Price
2013	CW 1. Well #1 Improvements				
	Well #1 Pump, Well & Pump House Reconstruction	LS	\$ 350,000	1	\$ 350,000
	Engineering & Admin. (10%)				\$ 35,000
	Contingency (10%)				\$ 35,000
	Total for Well #1 Improvements				\$ 420,000
2014	CW 2. Zone 2 North Source Capacity				
	PBP-7 Pump Station at U-73 (2000 gpm @ 200 HP)	Lump Sum	\$ 550,000	1	\$ 550,000
	PPJN 18" DIP Water Line	LF	\$ 170	2700	\$ 459,000
	Engineering & Admin. (10%)				\$ 100,900
	Contingency (10%)			\$ 100,900	
	Total to Zone 2 North Source Capacity				\$ 1,211,000
2015	CW 3. Zone 1 Redwood Road Transmission Line				
	18" DIP from Harvest Hills Blvd to Commerce Dr.	LF	\$ 170	3200	\$ 544,000
	Engineering & Admin. (10%)				\$ 54,400
	Contingency (10%)				\$ 54,400
	Total to Zone 1 Redwood Road Transmission Line				\$ 653,000
2016	CW 4. CWP Source				
	Improvements at Nth Turnout & Redwood Rd	EA	\$ 20,000	2	\$ 40,000
	16" DIP from Nth Turnout to Redwood Road	LF	\$ 160	700	\$ 112,000
	Redwood Turnout Connection to Redwood Road	LS	\$ 20,000	1	\$ 20,000
	Engineering & Admin. (10%)				\$ 17,200
	Contingency (10%)			\$ 17,200	
	Total to CWP Source				\$ 206,000
2019	CW 5. CWP Source				
	Improvements at 2300 West	EA	\$ 30,000	1	\$ 30,000
	14" DIP from 2300 W Turnout to Ex. 16" Line	LF	\$ 150	1800	\$ 270,000
	Engineering & Admin. (10%)				\$ 30,000
	Contingency (10%)			\$ 30,000	
	Total to CWP Source				\$ 360,000
2023	CW 6. CWP Source				
	Improvements at Pony Express	EA	\$ 30,000	1	\$ 30,000
	16" DIP from Turnout to Ex. Line	LS	\$ 30,000	1	\$ 30,000
	Engineering & Admin. (10%)				\$ 6,000
	Contingency (10%)			\$ 6,000	
	Total to CWP Source				\$ 72,000
2025	CW 7. Zone 2 South - Grandview Pump Station Upgrade				
	Upgrade Pump Station Pumps & Electrical	LS	\$ 500,000	1	\$ 500,000
	Engineering & Admin. (10%)				\$ 50,000
	Contingency (10%)				\$ 50,000
	Total to Zone 2 South - Grandview Pump Station Upgrade				\$ 600,000
2026	CW 8. Zone 4 South - Pump Station and Tank				
	16" DIP Transmission Line from PS to Tank	LF	\$ 160	9000	\$ 1,440,000
	Acquire Property	AC	\$ 100,000	3	\$ 300,000
	Zone 4 Pump Station (75 HP, 750 gpm)	LS	\$ 450,000	1	\$ 450,000
	Zone 4 Tank 4b (1.7 MG)	LS	\$ 1,500,000	1	\$ 1,500,000
	Engineering & Admin. (10%)				\$ 369,000
	Contingency (10%)			\$ 369,000	
	Total to Zone 4 South - Pump Station and Tank				\$ 4,428,000
2027	CW 9. Zone 3 North - Pump Station Project				
	12" DIP Transmission Line	LF	\$ 120	12000	\$ 1,440,000
	Zone 3 North Pump Station (900 gpm, 100 HP)	LS	\$ 475,000	1	\$ 475,000
	Acquire Property	AC	\$ 100,000	0.5	\$ 50,000
	Engineering & Admin. (10%)				\$ 196,500
	Contingency (10%)			\$ 196,500	
	Total to Zone 3 North - Pump Station Project				\$ 2,358,000

**City of Saratoga Springs Capital Facility Plan
Culinary Water Recommended Improvements
Preliminary Engineers Cost Estimates**

Year	Item	Unit	Unit Price	Quantity	Total Price
2028	<i>CW 10. Zone 4 North Project</i>				
	12" DIP Transmission Line from PS to Tank	LF	\$ 120	2500	\$ 300,000
	Acquire Property	AC	\$ 100,000	2.5	\$ 250,000
	Zone 4 Pump Station (80 HP, 800 gpm)	LS	\$ 450,000	1	\$ 450,000
	Zone 4 Tank (1.2 MG)	LS	\$ 1,100,000	1	\$ 1,100,000
				Engineering & Admin. (10%)	\$ 210,000
				Contingency (10%)	\$ 210,000
				Total to Zone 4 North Project	\$ 2,520,000
2030	<i>CW 11. Zone 5 South Project</i>				
	12" DIP Transmission Line from PS to Tank	LF	\$ 120	4500	\$ 540,000
	Acquire Property	AC	\$ 100,000	2	\$ 200,000
	Zone 5 Pump Station (50 HP, 450 gpm)	LS	\$ 400,000	1	\$ 400,000
	Zone 5 Tank (1.0 MG)	LS	\$ 1,000,000	1	\$ 1,000,000
				Engineering & Admin. (10%)	\$ 214,000
				Contingency (10%)	\$ 214,000
				Total to Zone 5 South Project	\$ 2,568,000
				Subtotal for Short-Term Improvements	\$ 15,396,000

CULINARY WATER SYSTEM COST

1 Lake Mountain Mutual Purchase

Source	Wells 1,2,4,6 (7,8), 2 Boosters, and pipe	\$11,000,000	Wells	\$1,000,000
Storage	Tank 1,3,4 and pipelines	\$4,710,000	Transmission for wells and boosters	\$500,000
Fire	Tank 1,3,4 and pipelines	\$2,240,000	Booster station	\$500,000
Distribution	Miscellaneous Piping	\$1,916,000	Storage per gallon	\$1
Water Rights	378 acre-feet	\$1,134,000	Water rights per ac-ft	\$3,000
TOTAL		\$21,000,000	Total	\$21,000,000

2 Lake Mountain Development Purchase (2005 Bond)

Source	Well 3, Booster and pipelines	\$914,578	Well 3	\$417,014
Storage	Tank 2 and Pipelines	\$639,500	Tank 2	\$519,828
Fire	Tank 2 and Pipelines	\$755,047	Booster 1	\$180,966
Distribution	Pipe C	\$765,057	Pipeline B & D	\$132,294
TOTAL		\$3,074,183	Pipeline C	\$907,975
			2005 Bond Interest	\$916,106
			Total	\$3,074,183

3 Tank 5 and Waterline - 2006 Bond

Storage	Tank 5 and pipeline	\$2,645,796	Tank 5 and Pipeline	\$3,500,000
Fire	Tank 5 and pipeline	\$2,236,090	2006 Bond Interest	\$1,381,886
TOTAL		\$4,881,886	Total	\$4,881,886

4 Zone 2 South SID (2009 Bond)

Storage	Tank 6 and pipeline	\$1,579,763	Tank 6	\$1,588,650
Fire	Tank 6 and pipeline	\$547,938	Pipeline	\$539,051
TOTAL		\$2,127,701	Total	\$2,127,701

5 Water Right Purchases

Water Right	150 acre-feet from L&V Properties	\$450,000
Water Right	75 acre-feet from L&V Properties	\$225,000
Water Right	225 acre-feet from L&V Properties	\$675,000
Water Right	225 acre-feet from Jeff Neilson	\$350,000
Water Right	225 acre-feet from Jeff Neilson	\$275,000
Water Right	225 acre-feet from Jeff Neilson	\$113,825
TOTAL		\$2,088,825

6 400 North Pipeline

Distribution	Pipeline	\$186,278	400 North 14" Pipeline	\$497,087
Fire	Pipeline	\$310,809	Total	\$497,087
TOTAL		\$497,087		

7 Saratoga Road Pipeline

Source	Pipeline	\$575,780	Saratoga Road Pipeline	\$575,780
TOTAL		\$575,780		

8 Booster Pump Station 1 Upgrade

Source	Booster Upgrade	\$99,995	Booster Pump Station 1 Upgrade	\$99,995
TOTAL		\$99,995		

9 1200 North Pipeline

Distribution	Pipeline	\$26,659	1200 North 12" Pipeline	\$91,681
Fire	Pipeline	\$65,022	Total	\$91,681
TOTAL		\$91,681		

10 Fox Hollow Zone 3

Source	Booster	\$1,189,127	Tank 7	\$1,596,844
Storage	Tank 7 and pipelines	\$1,405,223	Fox Hollow Booster	\$1,189,127
Fire	Tank 7 and pipelines	\$191,621	Total	\$2,785,971
TOTAL		\$2,785,971		

11 Master Planning, CFP, IFFP, IFFA

Planning	2 Updates	\$140,000	Master Planning, CFP, IFFP, IFFA	\$70,000
TOTAL		\$140,000		

12 **IFFP Project - Zone 2 North Source**

Source	Booster Station and Pipeline	\$937,961	Booster Station	\$660,200
Fireflow	18" U-73 Pipeline	\$273,039	18" U-73 Pipeline	\$550,800
TOTAL		\$1,211,000	Total	\$1,211,000

13 **IFFP Project - Redwood Rd Transmission Line**

Disribution	Redwood Rd Transmission Line	\$323,701	Redwood Rd Transmission Line	\$653,000
Fireflow	Redwood Rd Transmission Line	\$329,299	Total	\$653,000
TOTAL		\$653,000		

14 **IFFP Project - Transmission Lines to Connect CWP Turnouts**

Disribution	Transmission Lines	\$206,000	Transmission Lines	\$206,000
TOTAL		\$206,000	Total	\$206,000

15 **IFFP Project - Water Rights**

Water Rights	736 acre-feet	\$2,208,000	Water Rights	\$2,208,000
TOTAL		\$2,208,000	Total	\$2,208,000

Type	Cost	ERC	wsfu	Cost per ERC	Cost per wsfu
Source	\$13,528,314	9512	380480	\$1,422.24	\$35.56
Storage	\$9,575,060	17471	698840	\$548.05	\$13.70
Distribution	\$3,423,695	17471	698840	\$195.96	\$4.90
Fire Suppression	\$6,757,244	24112	NA	\$280.24	\$7.01
Water Rights	\$5,430,825	4007	160289	\$1,355.26	\$33.88
Planning	\$140,000	5818	232720	\$24.06	\$0.60
Total	\$38,855,138			\$3,825.82	\$95.65

SARATOGA SPRINGS FIRE FLOW UNITS CALCULATION

Fire Flow Requirement (gpm)	Fire Flow Duration (hours)	Fire Flow Volume (gallons)	Fire Flow Volume (MG)	Additional Fire Flow Volume per Requirement (MG)	Existing Connections per Fire Flow	Total Existing Connections per Fire Flow	Total Storage Capacity per Fire Flow (ERC)	Total Storage Capacity per Fire Flow (Connections)	Fire Flow Volume per Connection per Fire Flow (gallons)	Total Fire Flow Volume per Connection (gallons)	Fire Flow Impact Fee Units per Connection
1500	2	180000	0.18	0	3246	3307	17471.000	14893	84.6	84.6	1.0
1750	2	210000	0.21	30000	18	61	322.265	322	93.2	177.8	2.1
2000	2	240000	0.24	30000	14	43	227.171	227	132.2	309.9	3.7
2250	2	270000	0.27	30000	11	29	153.208	153	196.1	506.0	6.0
2500	2	300000	0.3	30000	8	18	95.095	95	315.8	821.8	9.7
2750	2	330000	0.33	30000	4	10	52.830	53	566.0	1387.8	16.4
3000	3	540000	0.54	210000	2	6	31.698	32	6562.5	7950.3	94.0
3250	3	585000	0.585	45000	1	4	21.132	21	2142.9	10093.2	119.3
3500	3	630000	0.63	45000	1	3	15.849	16	2812.5	12905.7	152.5
3750	3	675000	0.675	45000	1	2	10.566	11	4090.9	16996.6	200.9
4000	4	960000	0.96	285000	1	1	5.283	5	57000.0	73996.6	874.6
						3368			15215		

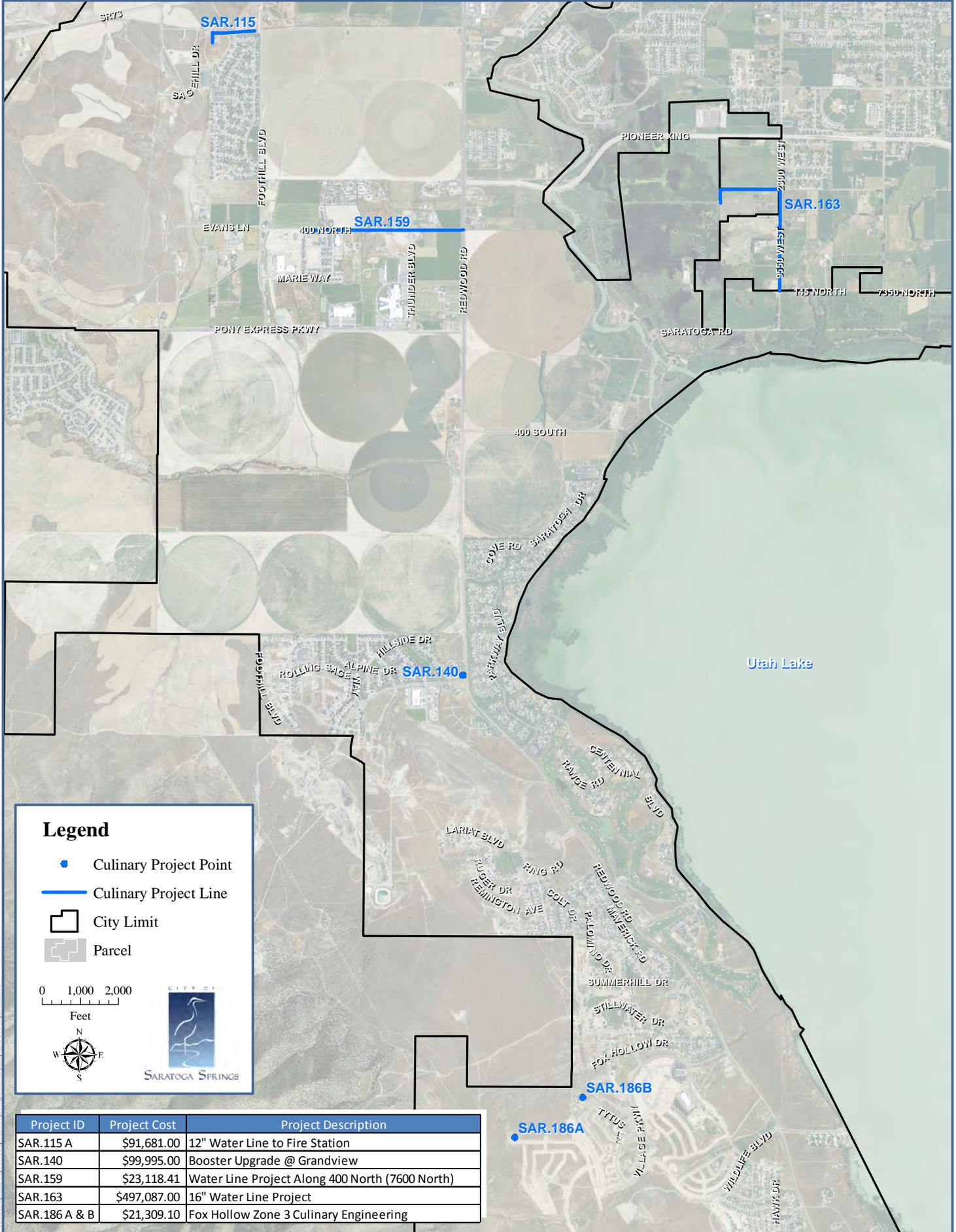
Fire Flow Requirement (gpm)	Storage Capacity (Connections)	Total Fire Flow Impact Fee Units	Total Fee Distribution	Fee per Connection	Existing Units	Existing Cost	Next 10 Years Connections	Next 10 Years Units	Beyond 10 Years Units	Beyond 10 Years Cost											
1500	14571.0	14571.0	\$4,083,355	\$280.24	3,246.0	\$909,654	4,715	4,715.0	6,610.0	\$1,852,377											
1750	95.0	199.6	\$55,940	\$588.84	37.8	\$10,599	26	54.6	107.2	\$30,031											
2000	74.0	271.1	\$75,969	\$1,026.60	51.3	\$14,372	20	73.3	146.5	\$41,064											
2250	58.0	346.9	\$97,213	\$1,676.09	65.8	\$18,437	16	95.7	185.4	\$51,959											
2500	42.0	408.0	\$114,328	\$2,722.10	77.7	\$21,777	12	116.6	213.7	\$59,886											
2750	21.0	344.5	\$96,538	\$4,597.03	65.6	\$18,388	6	98.4	180.4	\$50,567											
3000	11.0	1033.7	\$289,679	\$26,334.49	187.9	\$52,669	3	281.9	563.8	\$158,007											
3250	5.0	596.5	\$167,162	\$33,432.43	119.3	\$33,432	1	119.3	357.9	\$100,297											
3500	5.0	762.7	\$213,742	\$42,748.49	152.5	\$42,748	1	152.5	457.6	\$128,245											
3750	6.0	1205.4	\$337,795	\$56,299.11	200.9	\$56,299	1	200.9	803.6	\$225,196											
4000	5.0	4373.1	\$1,225,522	\$245,104.47	874.6	\$245,104	1	874.6	2,623.9	\$735,313											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%; text-align: center;">14893.0</td> <td style="width: 12.5%; text-align: center;">24112.5</td> <td style="width: 12.5%; text-align: center;">\$6,757,244</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%; text-align: center;">5,079.5</td> <td style="width: 12.5%; text-align: center;">\$1,423,481</td> <td style="width: 12.5%; text-align: center;">4,802</td> <td style="width: 12.5%; text-align: center;">6,782.9</td> <td style="width: 12.5%; text-align: center;">12,250.1</td> <td style="width: 12.5%; text-align: center;">\$3,432,944</td> </tr> </table>												14893.0	24112.5	\$6,757,244		5,079.5	\$1,423,481	4,802	6,782.9	12,250.1	\$3,432,944
	14893.0	24112.5	\$6,757,244		5,079.5	\$1,423,481	4,802	6,782.9	12,250.1	\$3,432,944											

WR Number	Amount Purchased (Acre-Ft)	Amount Paid	Cost per AF	Purchase Date	Use	Seller
CULINARY PURCHASES						
53-1686	150	\$450,000.00	\$3,000.00	4/22/2010	Culinary	L & V Properties
53-1686	75	\$225,000.00	\$3,000.00	6/2/2010	Culinary	L & V Properties
53-1686	225	\$675,000.00	\$3,000.00	5/12/2011	Culinary	L & V Properties
54-623	100	\$350,000.00	\$3,500.00	2007	Culinary	Jeff Neilson
54-623	100	\$275,000.00	\$2,750.00	2/17/2010	Culinary	Jeff Neilson
54-623	39.25	\$113,825.00	\$2,900.00	12/20/2011	Culinary	Jeff Neilson

Total **689.25** **\$2,088,825.00** **\$3,030.58**

WR Number	Amount Purchased (Acre-Ft)	Amount Paid	Cost per AF	Purchase Date	Use	Seller
SECONDARY PURCHASES						
54-1088	15.488	\$54,208.00	\$3,500.00	9/13/2007	Secondary	Darrell & Chris Wendel
59-5851	4.59	\$8,000.00	\$1,742.92	3/6/2008	Secondary	Delvin & Ren Wells
59-5851	18.36	\$32,000.00	\$1,742.92	3/6/2008	Secondary	Gwenda W. Arnold
59-5851	41.31	\$72,000.00	\$1,742.92	3/6/2008	Secondary	Mervyn and De Arnold
55-1849	112.59	\$337,770.00	\$3,000.00	7/29/2009	Secondary	Hal J. Scott Family Trust
55-1849	37.53	\$112,590.00	\$3,000.00	7/28/2009	Secondary	Summit Exchange Service
54-1227	3.672	\$12,852.00	\$3,500.00	7/28/2009	Secondary	Idona Christensen
54-1227	3.672	\$12,852.00	\$3,500.00	7/28/2009	Secondary	Kerkman Fmaily Trust
54-1227	36.72	\$128,852.00	\$3,500.00	7/5/2012	Secondary	Kerkman Fmaily Trust
54-1227	7.344	\$25,204.00	\$3,500.00	7/5/2012	Secondary	Steadman Family Trust
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Bernell Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Craig Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Julia Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Hazelann Griffiths

Culinary Impact Fee Projects



Legend

- Culinary Project Point
- Culinary Project Line
- City Limit
- Parcel

0 1,000 2,000

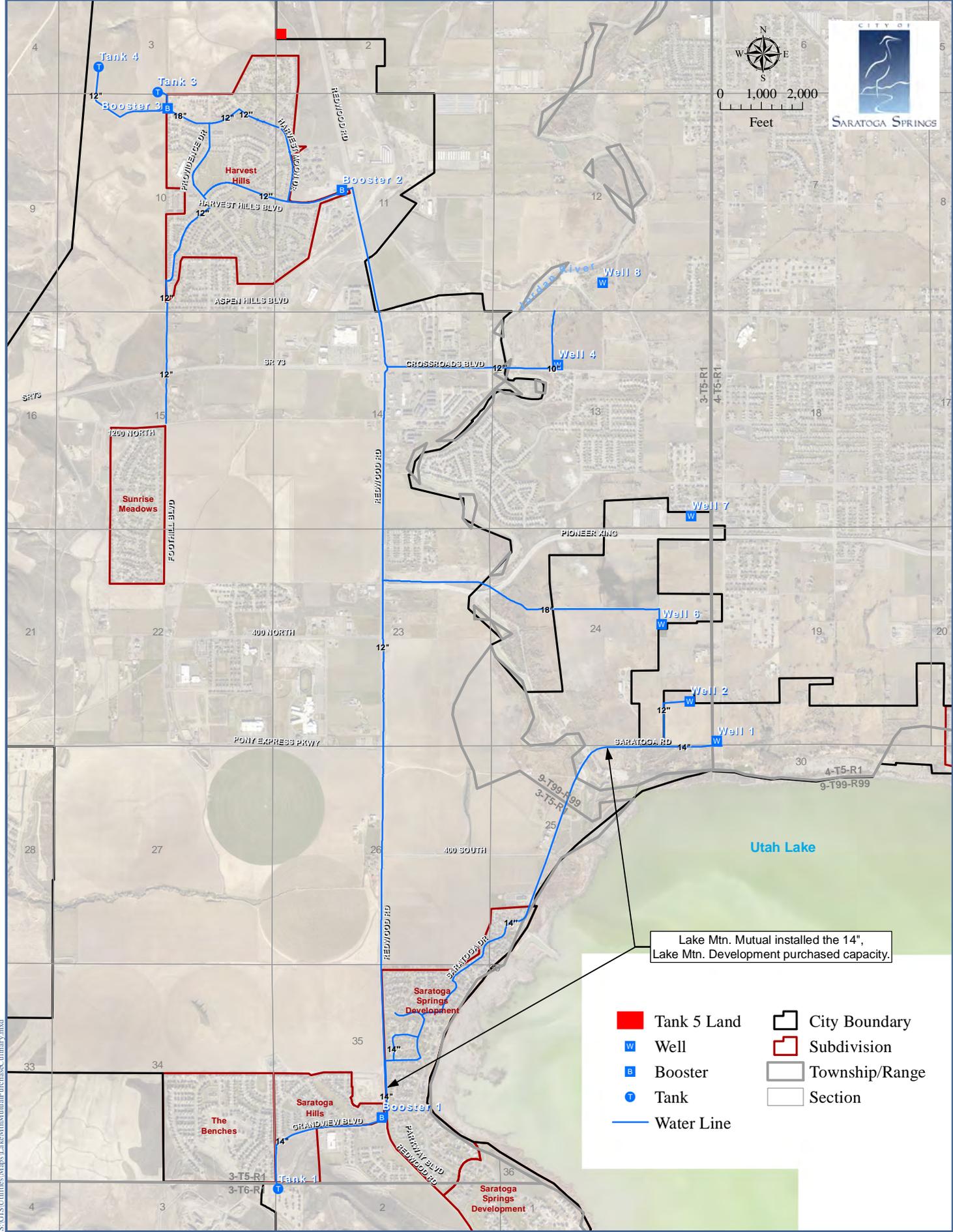
Feet



SARATOGA SPRINGS

Project ID	Project Cost	Project Description
SAR.115 A	\$91,681.00	12" Water Line to Fire Station
SAR.140	\$99,995.00	Booster Upgrade @ Grandview
SAR.159	\$23,118.41	Water Line Project Along 400 North (7600 North)
SAR.163	\$497,087.00	16" Water Line Project
SAR.186 A & B	\$21,309.10	Fox Hollow Zone 3 Culinary Engineering

Lake Mountain Mutual Culinary Asset Phurchase

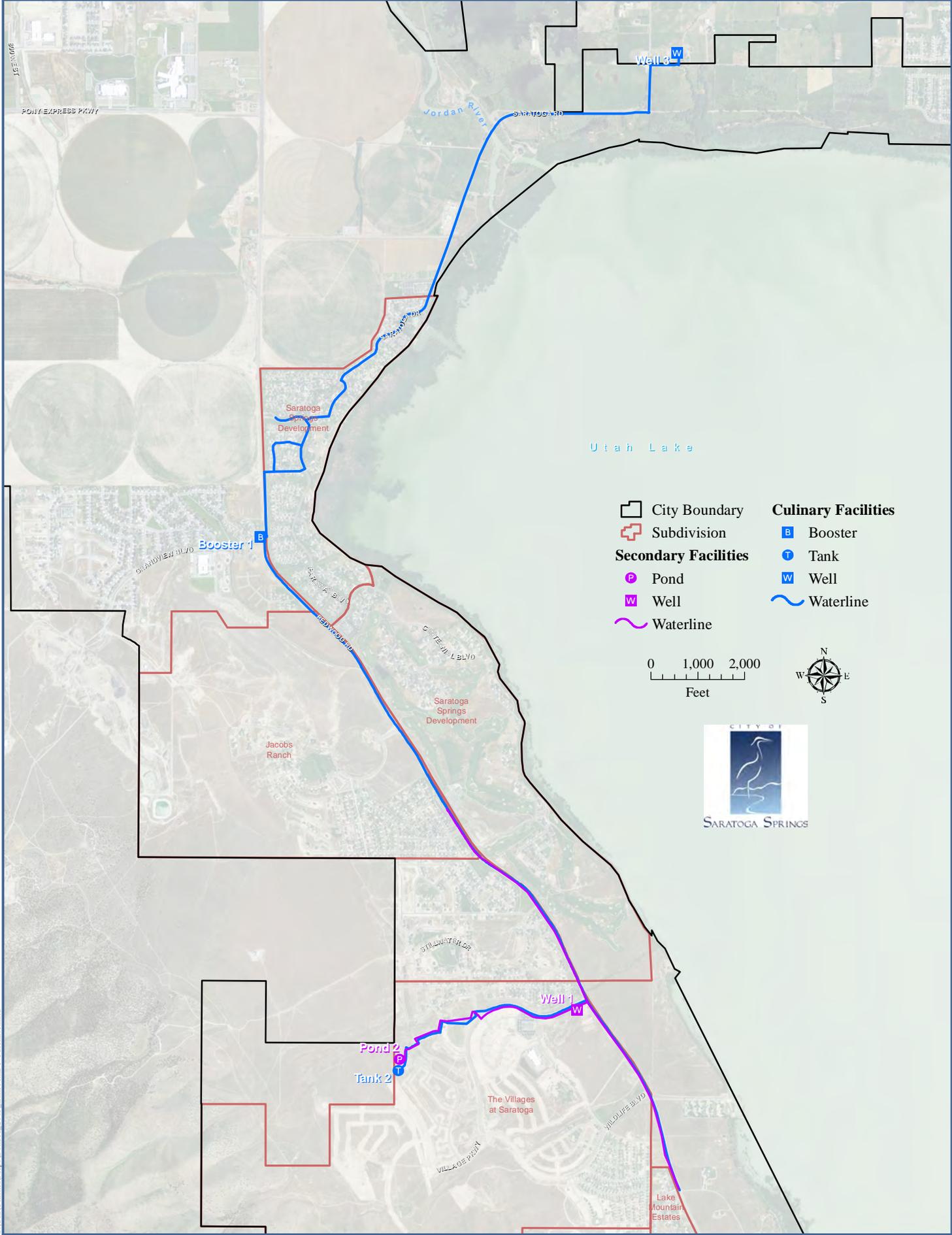


Lake Mtn. Mutual installed the 14",
Lake Mtn. Development purchased capacity.

- Tank 5 Land
- W Well
- B Booster
- T Tank
- Water Line
- City Boundary
- Subdivision
- Township/Range
- Section

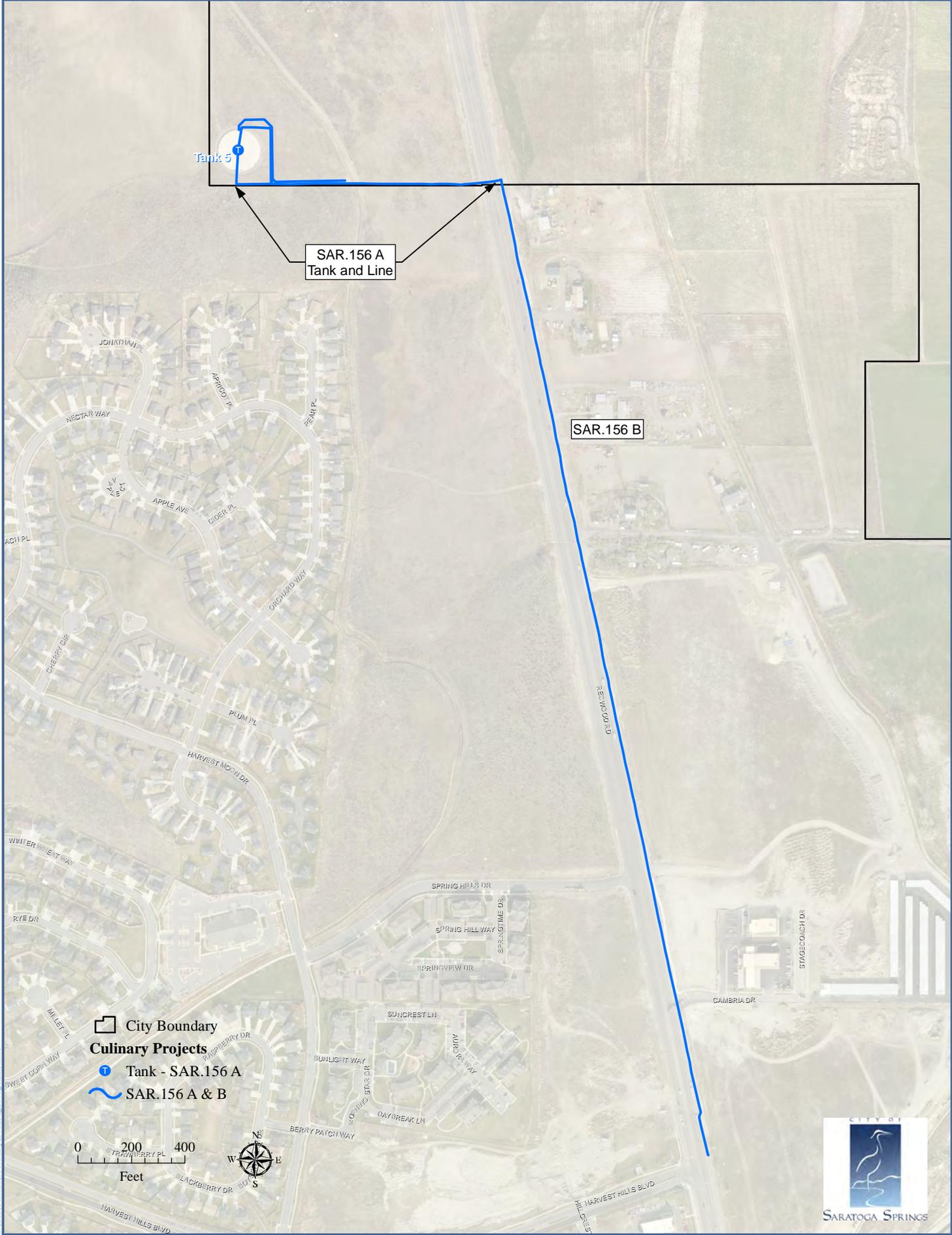
S:\GIS\Utilities\Maps\LakeMtnMutualPurchase\Culinary.mxd

2005 Bond Series - Lake Mtn. Development, Water System Purchase



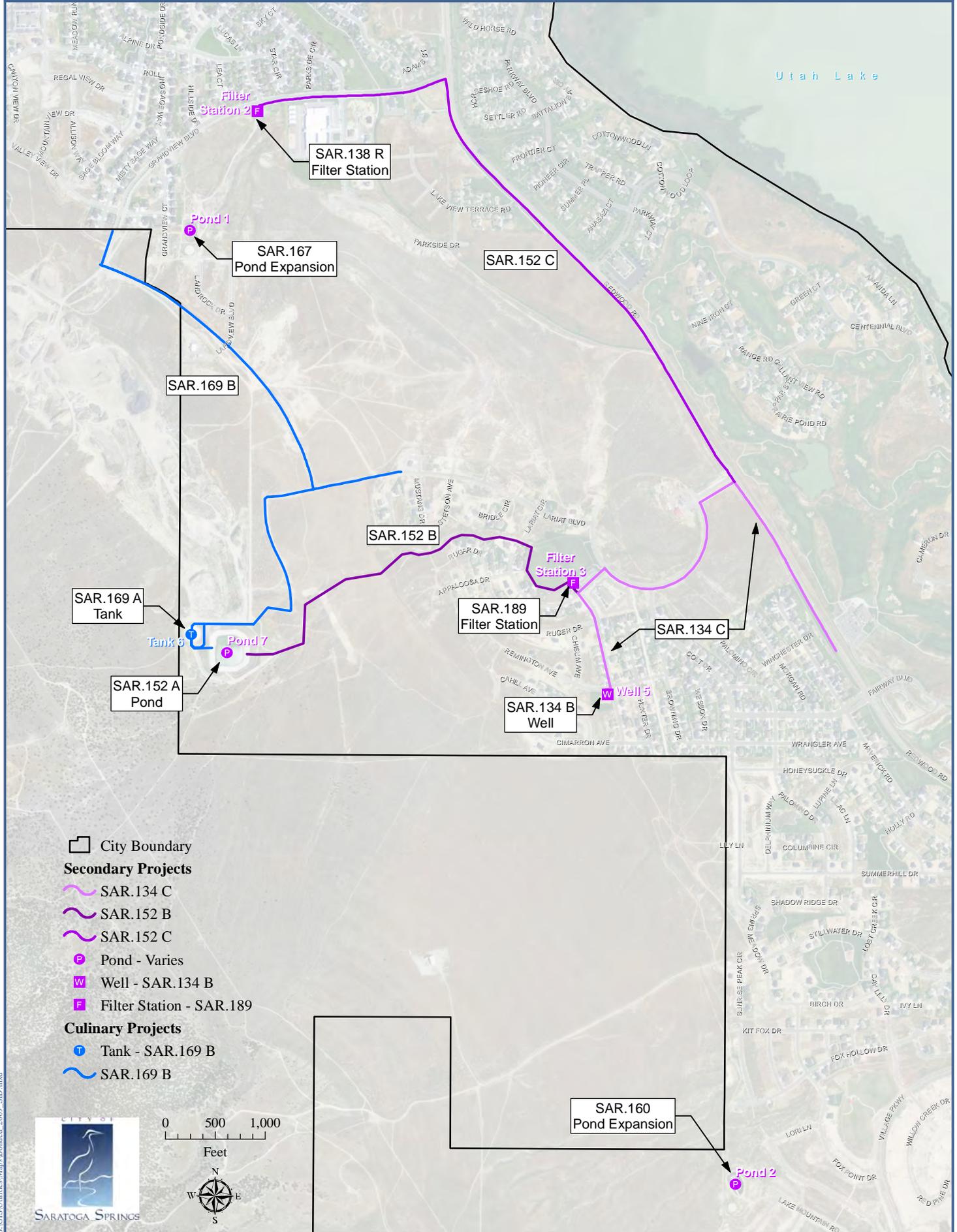
S:\GIS\Utilities\Maps\Bonded_2005_LakeMtnDevPurchase.mxd

2006 Bond Series - Zone 1: Tank 5 and Waterline Connections



S:\GIS\Utilities\Secondary\Bonded_2006_Tank5.mxd

2009 Bond Series - South Zone 2 SID Projects



City Boundary

Secondary Projects

SAR.134 C

SAR.152 B

SAR.152 C

Pond - Varies

Well - SAR.134 B

Filter Station - SAR.189

Culinary Projects

Tank - SAR.169 B

SAR.169 B



0 500 1,000

Feet



Appendix B

Well Operation and Maintenance Memorandum

DATE: August 20, 2012
TO: Jeremy Lapin, P.E.
Saratoga Springs City
FROM: William Bigelow, P.E.
PROJECT: Wells Evaluation
SUBJECT: Operations and Maintenance Recommendations

The purpose of this memo is to provide recommended O&M activities that Saratoga Springs City may consider as a general guideline for all of the City's wells. The underlying assumption of these recommendations is that preventative maintenance is less costly in the long run than emergency maintenance. The following outline shows the typical problems that the City has been having over the past several years, followed by general O&M recommendations.

FREQUENT PROBLEMS

Well Problems

1. Well casings and screens are developing holes from sanding and corrosion problems.
2. Wells are experiencing well screen collapse due to subsidence.
3. Biofouling is showing up in some wells, and it causes decreased well yields.

Pumping System Problems

1. Pumps are failing early due to heavy sand production.
2. Pumps are wearing out due to heavy usage and short life expectancy (3450 RPM vs 1750 RPM pumps)

RECOMMENDED SCHEDULED MAINTENANCE TASKS

Well Maintenance

1. Collecting well data is the first step to maintaining wells.
2. Calculate the specific capacity of each well at least once each month.
3. Collect water level data for each well routinely even when the well is not in service.
4. At least annually, evaluate the specific capacity data for evidence of trends. If specific capacity has dropped more than 15%, investigate the cause.
5. Every time that the pump is pulled for maintenance, do the following:
 - a. Video the well and look for evidence of holes, screens/perforations plugging or biofouling.

Memorandum - Continued

Page 2 of 2

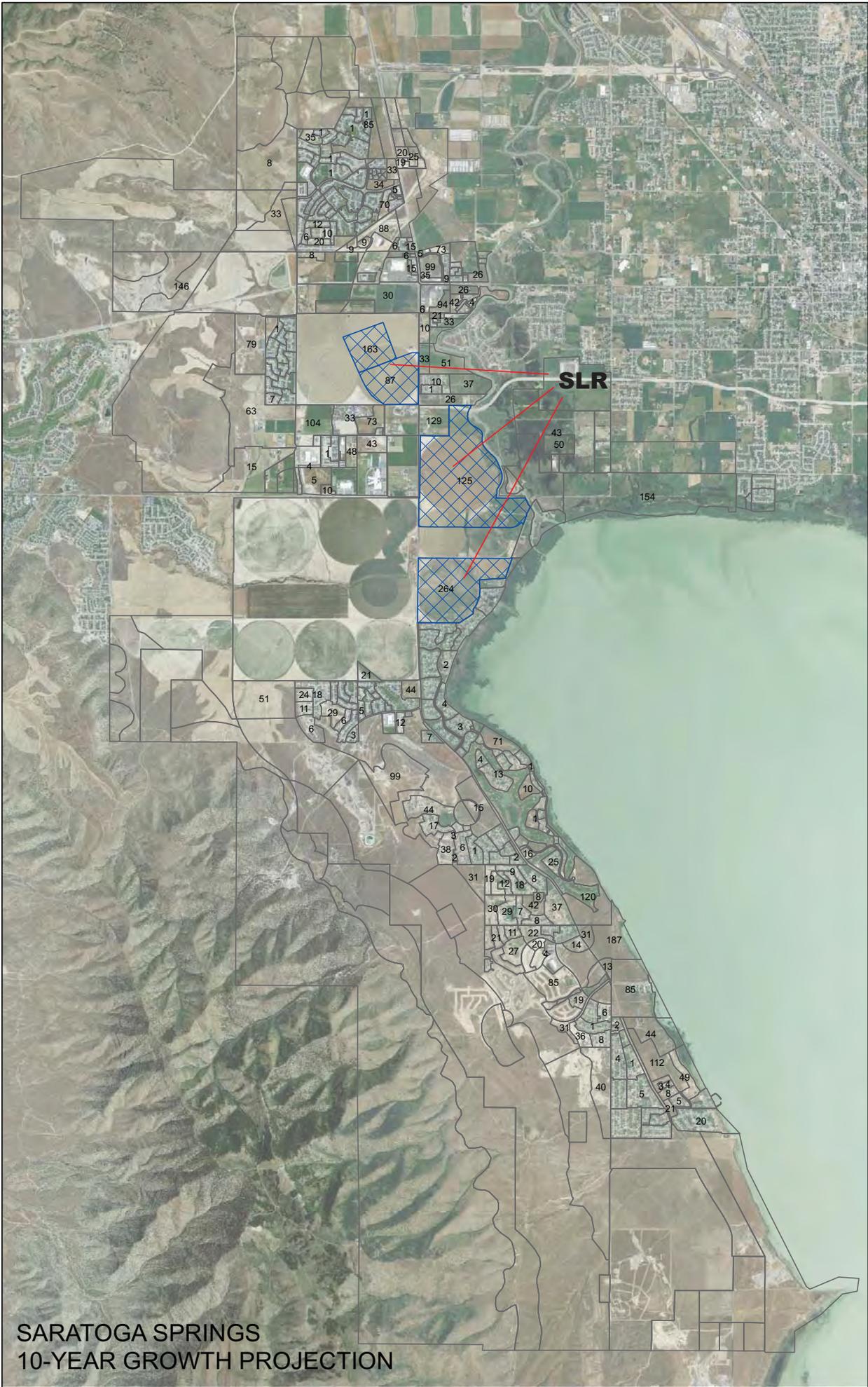
- b. If the well casing needs it, perform scrubbing or brushing to remove rust, scale and biofouling or clogging.
- c. If specific capacity has dropped more than 15%, evaluate whether well re-development or chemical treatment is needed.
- d. If sanding has been an issue, perform aggressive well re-development and gravel pack replenishment to reduce or eliminate sanding. This may take a considerable effort in some wells.
- e. If biofouling is an issue, consider performing chemical treatment to restore the original specific capacity.
- f. If water quality is excessively poor, consider investigating drilling deeper for better water quality or abandoning the well and planning to drill another well where the water quality is better.

Pump Maintenance

1. Collecting pump performance is the first step to maintaining pumps.
 2. Record as a minimum the following parameters every day when the well is in operation: flow rate, system pressure, amps, and water level.
 3. Listen and feel for a change in the pumping system's sound or vibration.
 4. Pull every well pump for preventive maintenance every 8 – 10 years if the pump has not been pulled prior to this time. Have the pump disassembled and checked for problems and clearances. If recommended, rebuild or replace the pump.
 5. When ordering a new pump, perform a life cycle cost analysis to select the lowest cost pump over the long run.
 6. Compare current operating data with previous operating data for evidence of trends.
 - a. If flow is decreasing and amperage is increasing, this could indicate that the pump bearings may be starting to fail.
 - b. If flow is decreasing and amperage is also decreasing, the pump impellers may be worn.
 - c. If water level and flow are decreasing, the well screen/perforations may be clogged or biofouled or the aquifer water level may be dropping.
-

Appendix C

Misc. Documents



SARATOGA SPRINGS
10-YEAR GROWTH PROJECTION

ORDINANCE NO. 14-7 (4-29-14)

ORDINANCE AND IMPACT FEE ENACTMENT ADOPTING A SECONDARY WATER IMPACT FEE FACILITIES PLAN, SECONDARY WATER IMPACT FEE ANALYSIS, AND SECONDARY WATER SERVICE AREAS, AND ENACTING SECONDARY WATER IMPACT FEES IN THE CITY OF SARATOGA SPRINGS; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, MEDIATION, ARBITRATION, ACCOUNTING, AND SEVERABILITY OF THE SAME; AND OTHER RELATED MATTERS

WHEREAS, on February 15, 2011 the City mailed notice to affected entities and to the development community of its intent to update its Capital Facilities Plan for Secondary water facilities and to amend its secondary water facilities impact fees

WHEREAS, on August 1, 2011 the City properly noticed its intent to update its Capital Facilities Plan and to create an Impact Fee Facilities Plan for Secondary water facilities and to amend its secondary water facilities impact fees;

WHEREAS, on July 28, 2011 Saratoga Springs, Utah mailed the same notice to all affected entities;

WHEREAS, the City properly noticed a January 2012 kickoff meeting to begin the process to analyze secondary water impact fees;

WHEREAS, the City mailed individual notice of the kickoff meeting to 36 state and local governments, private development entities, and private home owners' associations;

WHEREAS, City consultants, City officials, representatives of other government entities, and interested private citizens attended the kickoff meeting;

WHEREAS, on February 8, 2012 City staff met with interested members of the development community to address growth assumptions that would form the foundation for the Impact Fee Facilities Plan and Analysis;

WHEREAS, on April 3, 2012, City staff convened a follow up meeting with the development community to address proposed growth assumptions;

WHEREAS, on June 4, 2013 the City properly noticed a public meeting to discuss the current and proposed levels of service for Secondary water facilities, the extent of excess secondary water facilities capacity to serve new growth, and the capital facilities that would be required to serve new growth in the impact fee expenditure period;

WHEREAS, on June 11, 2013, the City of Saratoga Springs, Utah held a public meeting to discuss the current and proposed levels of service for Secondary water facilities, the extent of

excess Secondary water facilities capacity to serve new growth, and the capital facilities that would be required to serve new growth in the impact fee expenditure period;

WHEREAS, on June 12, 2013, the City emailed copies of a DRAFT Secondary Water Impact Fee Facilities Plan and Analysis to affected entities and to the development community representatives and posted the same to the Public Notice Website;

WHEREAS, on July 11, 2013 the City properly noticed its intention to prepare a Secondary water impact fee facilities plan;

WHEREAS, on August 7, 2013 the City properly noticed its intention to prepare a Secondary water impact fee analysis;

WHEREAS, on April 18, 2014 the City properly posted a copy of the executive summary of and the certified Secondary Water Impact Fee Facilities Plan and Analysis;

WHEREAS, on April 18, the City properly noticed its intent to adopt the certified Secondary Water Impact Fee Facilities Plan and Analysis as well as its intent to hold a public hearing and possibly adopt this Ordinance;

WHEREAS, Saratoga Springs is a fourth class city of the State of Utah, authorized and organized under the provisions of Utah law and is authorized pursuant to the Impact Fee Act, Utah Code § 11-36a-101 *et seq.* to adopt Secondary water facilities impact fees; and

WHEREAS, the City has caused a Secondary Water Impact Fee Facilities Plan and Impact Fee Analysis to be prepared by Hansen, Allen and Luce to assess the level of Secondary water facility service that is currently provided to existing residents, the excess capacity in the existing Secondary water facilities infrastructure that is available to accommodate new growth without diminishing the current level of service and the elements and cost of additional Secondary water facilities that will be required to maintain the current level of service as projected growth occurs in the impact fee expenditure period and to recommend a valid Secondary water facilities impact fee based on the Impact Fee Facilities Plan; a copy of the Impact Fee Facilities Plan prepared by Hansen, Allen and Luce Secondary Water is attached hereto as exhibit "A"; and

WHEREAS, Hansen, Allen and Luce certified its work as compliant with Utah Code § 11-36a-306 on April 2, 2014; and

WHEREAS, on April 18, 2014, a full copy of the Secondary Water Impact Fee Facilities Plan, Secondary Water Impact Fee Analysis and impact fee enactment or ordinance, along with an executive summary of the Secondary Water Impact Fee Facilities Plan and Secondary Water Impact Fee Analysis that was designed to be understood by a lay person, were made available to the public at the Saratoga Springs public library, posted on the City's website, and the Public Notice Website; and

WHEREAS, on April 16, 2014, the Provo Daily Herald published notice of the date, time, and place of the first public hearing to consider the Impact Fee Facilities Plan, Impact Fee Analysis, and this Impact Fee Enactment or Ordinance; and

WHEREAS, on April 29, 2014, the City Council held a public hearing regarding the proposed and certified Secondary Water Impact Fee Facilities Plan, Secondary Water Impact Fee Analysis, and this Secondary Water Impact Fee Ordinance; and

WHEREAS, after careful consideration and review of the comments at the public hearing and the comments of the Participants, the Council has determined that it is in the best interest of the health, safety, and welfare of the inhabitants of Saratoga Springs to:

1. adopt the Impact Fee Facilities Plan for Secondary water Facilities as proposed;
2. adopt the Secondary Water Impact Fee Analysis as proposed;; and
3. enact this Ordinance to:
 - a. amend its current Secondary Water impact fees;
 - b. provide for the calculation and collection of such fees;
 - c. authorize a means to consider and accept an independent fee calculation for atypical development requests;
 - d. provide for an appeal process consistent with the Impact Fees Act;
 - e. update its accounting and reporting method;
 - f. all in a manner that is consistent with the Impact Fees Act.

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

SECTION I – IMPACT FEE FACILITIES PLAN AND ANALYSIS: SECONDARY WATER

The Secondary Water Impact Fee Facilities Plan and Analysis attached hereto as Exhibit A is hereby adopted.

SECTION II – ENACTMENT

The following amendments, which are shown as underlines and strikethroughs, to Chapter 7.03 of the City Code are hereby made:

Chapter 7.03. Secondary Water Impact Fee.

7.03.01. Definitions.

7.03.02. Findings and Purpose.

7.03.03. ~~Adoption of Capital Facilities Plan~~ Establishment of Secondary Water Service Area.

7.03.04. Adoption and Imposition of Secondary Water Impact Fee.

~~**7.03.05. Service Area Established.**~~

~~**7.03.06. Other Impact Fees Remain Unaffected.**~~

- ~~7.03.07.~~ ~~Time of Collection.~~
- 7.03.0805. Use of Secondary Water Impact Fees.
- 7.03.0906. Adjustments
- 7.03.1007. Accounting, Expenditure, and Refunds.
- 7.03.1108. Impact Fee Challenges and Appeals.
- 7.03.1209. Severability.

7.03.01. Definitions.

As used in this Chapter the following terms shall have the meanings herein set out:

1. **“City”** means the City of Saratoga Springs and its incorporated boundaries.
2. **“Development Activity”** or **“new development”** means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.
3. **“Equivalent Residential Connection Unit” or **“ERC”** means that measure of impact on ~~ertain~~ public facilities equal to the impacts of one typical single ~~-~~family detached dwelling unit. For Secondary Water, an ERC equals .16 irrigated acres.**
4. **“Secondary Water Impact Fees”** means the Secondary Water Impact Fees adopted and imposed by this Chapter on Development Activity within the City.
5. **“Secondary Water Public Facilities”** means the following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of the City as well as water rights for Secondary water owned by or on behalf of the City.
- ~~5.6. Utah Impact Fees Act”~~ means Utah Code ~~Chapter~~ 11-36a
- ~~6. “Impact Fees”~~ means the ~~Impact Fees adopted and imposed by this Chapter on Development Activity within the City and as allowed by Utah Code Chapter 11-36a.~~
- ~~7. “New Capital Facilities Plan”~~ means the ~~capital facilities plan prepared by City Staff and Gilson Engineering for secondary water facilities and adopted by the City council in this Chapter.~~
- ~~8. “Public Facilities”~~ covered by this Chapter means the ~~following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of the City: secondary water facilities.~~
- ~~9.7. “Service Area”~~ means the ~~service area formally adopted by the City Council in this Chapter.~~

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.02. Findings and Purpose.

The City Council hereby finds and determines:

1. There is a need to establish a secondary water facilities impact fee for a single service area to maintain the level of service for secondary water proposed in the Secondary Water Impact Fee Facilities Plan and Analysis.
2. The 2014 Secondary Water Facilities Impact Fee Plan and Analysis identify the:
 - a. projected development activity in the City through 2020,
 - b. level of service for secondary water facilities that serve existing residents;
 - c. excess secondary water facilities capacity that is available to serve new growth in the existing infrastructure;
 - d. proposed level of service for the City, which does not raise the existing level of service for current residents;
 - e. additional capital facilities that are required to maintain the proposed secondary water level of service without burdening existing residents with costs of new development activity; and
 - f. maximum fee justified by the study.
- ~~1. As the result of the City being a relatively new and rapidly growing city, there are very limited existing public facilities and new development will create the need for the Public Facilities as set out in the New Capital Facilities Plan~~
- ~~2. There is a need for Public Facilities for new development which have not been constructed and are required to be consistent with the City's General Plan and to protect the public's health, safety, and welfare~~
- ~~3. The rapid and continuing growth of the City necessitates the imposition and collection of the Impact Fees that require new development to pay its fair share of the costs of providing the Public Facilities occasioned by the demands and needs of the Development Activity at service levels necessary to promote and preserve the public health, safety, and welfare.~~
- ~~4. The New Capital Facilities Plan establishes the estimated costs for providing the Public Facilities covered by this Chapter, identifies the impact on the needs for those Public Facilities by Development Activity, demonstrates how the impacts on the need for the applicable Public Facilities are reasonably related to the Development Activity, estimates the proportionate share of the costs of the needed Public Facilities related to new development, and identifies how the Impact Fees set out in the New Capital Facilities Plan and adopted by this Chapter were determined.~~
- ~~5. The Impact Fees established by this Chapter are reasonably related to the costs of providing such Public Facilities necessitated by anticipated future growth within the City and are consistent with requirements of the Utah Impact Fees Act.~~

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.03. Establishment of Secondary Water Service Area ~~Adoption of Capital Facilities Plan.~~

~~The City Council hereby approves and adopts the new Capital Facilities Plan and the analysis reflected therein and the methodology used for calculation of the Impact Fees imposed by this Chapter for the Public Facilities covered by this Chapter.~~

The City Council hereby approves and establishes the City Wide Secondary Water Service Area for which the Secondary Water Impact Fee herein provided will be imposed.

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.04. Adoption and Imposition of Secondary Water Impact Fees.

~~The City Council hereby approves and imposes and levies on all Development Activity the Impact Fee for secondary water as follows: \$1,800 per ERU.~~

1. A Secondary Water Impact Fee for all new development activity shall be calculated as the sum of three components, as follows:

Type	Per ERC
Source	\$2017
Storage	\$1478
Water Rights	\$2263
Planning	\$24
Total	\$5782

2. The City shall accept payment for the Water Rights component of the secondary water impact fee as follows:
 - a. \$2263 per ERC;
 - b. surrender of an equivalent pre-paid water right credit; or
 - c. dedication of an equivalent City-approved leased or deeded water right

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

~~7.03.05. Service Area Established.~~

~~The entire area of the City and any area outside of the City covered by the new Capital Facilities Plan which may hereafter be annexed into the City or serviced by any Public Facility are hereby designated as one service area with respect to secondary water facilities.~~

~~(Ord. 11-9; Ord. 05-22)~~

~~7.03.06. Other Impact Fees Remain Unaffected.~~

~~The previously adopted impact fees established for storm drainage and wastewater collection shall remain unaffected by this Chapter and shall remain subject to the impact fee ordinances by which they were adopted.~~

~~(Ord. 11-9; Ord. 05-22)~~

~~7.03.07. Time of Collection.~~

~~The Impact Fees imposed by this Chapter shall be paid prior to and as a condition of the issuance of a building permit for any Development Activity.~~

~~(Ord. 11-9; Ord. 05-22)~~

7.03.0805. Use of Secondary Water Impact Fees.

~~The Impact Fees collected by the City shall be used solely to:~~

- ~~1. pay for the Public Facilities provided for by this Chapter and the new Capital Facilities Plan by the City;~~
- ~~2. reimburse the City for a Development Activity's share of Public Facilities already constructed by the City; and~~
- ~~3. 1. reimburse developers who have constructed Public Facilities where those Public Facilities are beyond that needed to meet the demands of the developers Development Activities;~~

The Secondary Water Impact Fees collected by the City shall be used as provided in the Secondary Water Impact Fee Facilities Plan and Analysis.

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.0906. Adjustments.

~~The City may adjust the Impact Fees imposed by this Chapter as necessary in order to:~~

- ~~1. respond to unusual circumstances in specific cases;~~
- ~~2. ensure that the Impact Fees are imposed fairly;~~
- ~~3. adjust the amount of the Impact Fees to be imposed on a particular development based upon studies and data submitted by the developer that are approved by the City Council; and~~
- ~~4. allow credits as approved by the City Council for dedication of land for, improvements to, or construction of Public Facilities providing services to the City at large, provided such facilities are identified in the New Capital Facilities Plan and are required by the City as a condition of approving the development or Development Activity.~~

1. The City shall adjust the calculation of all, or any component, of the Secondary Water impact fees imposed by this Chapter as necessary to:

- a. respond to unusual circumstances in specific cases;
- b. ensure that the impact fees are imposed fairly; and
- c. adjust the amount of the Impact Fees to be imposed on a particular development based upon studies and data submitted by the developer that are approved by the City Council.

2. The City Council shall allow credit against, or proportionate reimbursement from, impact fees for the:

- a. dedication of land for a System Improvement; and

b. full or partial construction of a:

- i. System Improvement identified in the Secondary Water Impact Fee Facilities Plan; or
- ii. publicly accepted and dedicated capital improvement that will offset the need for a System Improvement.

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.~~1007~~. Accounting, Expenditures, and Refunds.

The City shall account for, expend, and refund Secondary Water Impact Fees ~~collected pursuant to~~ in accordance with this Chapter ~~in accordance with~~ and the Utah Impact Fees Act.

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.~~1108~~. Impact Fee Challenges and Appeals.

- ~~1. Any person or entity residing in or owning property within a service area and any organization, association, or corporation representing the interests of persons or entities owning property within a service area, may file a declaratory judgment action challenging the validity of the Impact Fees after filing an appeal with the City Council as provided in Subsection (4) of this Section.~~
- ~~2. Any person or entity required to pay an Impact Fee who believes the fee does not meet the requirements of law may file a written request for information with the City.~~
- ~~3. Within two weeks of the receipt of the request for information, the City shall provide the person or entity with the written analysis required by the Utah Impact Fee Act and with any other relevant information relating to the Impact Fees. The City may charge for all copies provided for in response to such a request in an amount set out in the City's Consolidated Fee Schedule.~~
- ~~4. Within thirty days after paying an Impact Fee, any person or entity who has paid the fee and wishes to challenge the fee shall file a written appeal with the City Council by delivering a copy of such appeal with the City Manager setting forth in detail all grounds for the appeal and all facts relied upon by the appealing party with respect to the fee being appealed.
 - ~~a. Upon receipt of an appeal, the City Council shall thereafter schedule a hearing on the appeal at which time all interested persons will be given an opportunity to be heard. The City Council shall schedule the appeal hearing and thereafter render its decision on the appeal no later than thirty days after the challenge to the impact fee is filed.~~
 - ~~b. Any person or entity who has failed to comply with the administrative appeal remedies established by this Section may not file or join an action challenging the validity of any Impact Fee.~~
 - ~~c. Within ninety days of a decision upholding an Impact Fee by the City Council or within 120 days after the date the challenge to the impact fee was filed, whichever is earlier, any party to the appeal who is adversely affected by the City Council's decision may petition the Fourth Judicial District Court for Utah County for~~~~

~~review of the decision. In the event of a petition to the Fourth Judicial District Court, the City shall transmit to the reviewing court the record of its proceedings including its minutes, findings, orders and, if available, a true and correct transcript of its proceedings.~~

~~i. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this Subsection.~~

~~ii. If there is a record:~~

~~1. the court's review is limited to the record provided by the City; and~~

~~2. the court may not accept or consider any evidence outside the City's record unless that evidence was offered to the City Council and the court determines that it was improperly excluded by the City Council.~~

~~iii. If there is an inadequate record, the court may call witnesses and take evidence.~~

~~iv. The court shall affirm the decision of the City Council if the decision is supported by substantial evidence in the record.~~

~~v.i. The court may award reasonable attorneys' fees and costs to the prevailing party in any action brought under this Section.~~

1. Any person required to pay an Impact Fee who believes the fee does not meet the requirements of the Impact Fees Act or this Chapter may file a written request for information with the City.
2. The City shall provide the person with a copy of the Impact Fee Facilities Plan and Analysis for Secondary water, the specific calculation staff used to calculate the Secondary water Impact Fee for the person, if applicable, and any other relevant information relating to the Impact Fees. The City may charge for all copies provided for in response to such a request in an amount set out in the City's Consolidated Fee Schedule.
3. At any time prior to thirty days after paying an Impact Fee, the person required to pay an Impact Fee and wishes to challenge the fee may request a third party advisory opinion in accordance with UCA §13-43-205.
4. Within thirty days after paying an Impact Fee, any person who has paid the fee and wishes to challenge the fee shall file:
 - a. a written appeal with the City Hearing Examiner;
 - b. a request for arbitration; or
 - c. an action in district court.
5. The written appeal shall be delivered to the City Manager and shall set forth in detail all grounds for the appeal and all facts relied upon by the appealing party with respect to the fee being appealed.
 - a. Upon receipt of an appeal, the City Hearing Examiner shall schedule a hearing and shall consider all evidence presented by the appellant, as well as all evidence presented by staff. The City Hearing Examiner shall schedule the appeal hearing

and thereafter render its written findings of fact, conclusions of law and decision no later than thirty days after the challenge to the impact fee is filed.

b. Within ninety days of a decision upholding an Impact Fee by the City Hearing Examiner or within 120 days after the date the challenge to the impact fee was filed, whichever is earlier, the person who filed the appeal may petition the Fourth Judicial District Court for Utah County for review of the Hearing Examiner's decision. In the event of a petition to the Fourth Judicial District Court, the City shall transmit to the reviewing court the record of its proceedings including its minutes, findings, orders and, if available, a true and correct transcript of its proceedings.

i. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this Subsection.

ii. If there is an adequate record, the:

A. court's review is limited to the record provided by the City; and

B. court may not accept or consider any evidence outside the City's record unless that evidence was offered to the City Hearing Examiner and the court determines that it was improperly excluded by the City Hearing Examiner.

iii. If there is an inadequate record, the court may call witnesses and take evidence.

iv. The court shall affirm the decision of the City Council if the decision is supported by substantial evidence.

6. If the request is for arbitration, both the City and the person requesting arbitration shall comply with UCA § 11-36a-705.

~~2.7.~~ Within thirty days after paying an Impact Fee, the state, a school district or a charter school may alternatively submit a written request for mediation to the City Manager.

a. Both the City and the specified public agency shall comply with UCA § 11-36a-704.

(Ord. 14-7; Ord. 11-9; Ord. 05-22)

7.03.1209. Severability.

If any section, subsection, sentence, clause, or portion of this Chapter is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby and shall remain in effect and be enforced to the extent permitted by law.

(Ord. 11-9; Ord. 05-22)

SECTION III – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinance, resolution, policy or map of the City heretofore adopted is inconsistent herewith it is hereby amended to comply with the provisions hereof. If it cannot be amended to comply with the provisions hereof, the inconsistent provision is hereby repealed.

SECTION IV – EFFECTIVE DATE

This ordinance shall take effect upon publication and 90 days after its passage by a majority vote of the Saratoga Springs City Council.

SECTION V – SEVERABILITY

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

SECTION VI – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

- Shellie Baertsch _____
- Rebecca Call _____
- Michael McOmber _____
- Bud Poduska _____
- Stephen Willden _____

**SECONDARY WATER FACILITIES IMPACT FEE
EXECUTIVE SUMMARY**

The Secondary Water Impact Fee for all new development activity shall be calculated for all new development as the sum of four components: source; storage water rights and planning. Each component is calculated as follows:

1. A Secondary Water Impact Fee for all new development activity shall be calculated as the sum of three components, as follows:

Type	Per ERC
Source	\$2017
Storage	\$1478
Water Rights	\$2263
Planning	\$24
Total	\$5782

2. The City shall accept payment for the water rights component of the secondary water impact fee as follows:
 - a. \$2263 per ERC;
 - b. surrender of an equivalent pre-paid water right credit; or
 - c. dedication of an equivalent City-approved leased or deeded water right.
3. An ERC, or equivalent residential connection, for secondary water is .16 irrigated acre. The City will calculate the number of ERCs required for each new development activity based on the irrigated acreage associated with the proposed activity.

C I T Y O F



SARATOGA SPRINGS

**SECONDARY WATER
CAPITAL FACILITY PLAN,
IMPACT FEE FACILITIES
PLAN AND ANALYSIS**

(HAL Project No.: 360.02.100)

APRIL 2014

CITY OF SARATOGA SPRINGS
SECONDARY WATER CAPITAL FACILITY PLAN

(HAL Project No.:360.02.100)



Steven C. Jones, P.E.

Project Engineer



APRIL 2014

IMPACT FEE CERTIFICATION

IFFP Certification

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Facilities Plan (IFFP) prepared for the secondary water system:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act.

HANSEN, ALLEN & LUCE, INC.

IFA Certification

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Analysis (IFA) prepared for the secondary water system:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - d. offsets costs with grants or other alternate sources of payment; and
3. complies in each and every relevant respect with the Impact Fees Act.

Hansen, Allan & Luce, Inc. makes this certification with the following caveats:

1. All of the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to Hansen, Allen & Luce, Inc. is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

HANSEN, ALLEN & LUCE, INC.

**CITY OF SARATOGA SPRINGS
SECONDARY WATER CAPITAL FACILITY PLAN**

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SECTION 1 INTRODUCTION

1.1 Background

The City of Saratoga Springs has experienced tremendous growth since the early 2000's that has transformed the once largely agricultural community into an urbanized region of northern Utah County. Residential and commercial developments are being established at a rapid pace with additional open space available for future growth. As this growth continues additional secondary water facilities will be required to provide an adequate water system that meets the City's current level of service for outdoor watering.

The City has recognized the importance to plan for increased demands on its Secondary Water System from new development as a result of the rapid growth. A Secondary Water Capital Facilities Plan (CFP) and Impact Fee Facilities Plan (IFFP) were requested by the City in order to prepare an Impact Fee Analysis (IFA). Hansen Allen and Luce, Inc. (HAL) was retained by the City to prepare this Secondary Water CFP and IFFP. This report was prepared in conjunction with Zions Bank Public Finance (Zions). Growth projections for Saratoga Springs were made by evaluating the history of building permit issuance over the last decade. The City experienced rapid growth at the beginning of 2000 followed by a cooling period from 2007 to 2010 with growth rebounding rapidly in the last few years. The City has conservatively projected growth for the near future with stronger growth occurring in about 6 years due to the planned development of the LDS Church property.

1.2 Purpose

The purpose of the IFFP component of this report is to comply with the requirements of the Utah Impact Fees Act by identifying demands placed on the existing Secondary Water System by new development and by identifying the means by which the City will meet the new demands. The IFFP portion of this report projects the need for new growth-related facilities for the 10-year planning range contemplated by the Impact Fees Act. The CFP portion of this report is more comprehensive. It provides the basis for the Impact Fee Facilities Plan (IFPP) as well as identifies all Capital Facilities required of the Secondary Water System for the 20-year planning range including maintenance, repair, replacement, as well as growth related additions.

This report identifies those items that the Utah Code specifically requires for an IFFP along with facilities required by existing deficiencies in the system. The IFFP is required to identify the following:

1. Demands placed upon existing facilities by new development activity; and
2. The proposed means by which the municipality will meet those demands;

In preparing this report a systematic approach was utilized to evaluate the existing and planned secondary water facilities identified in the City's master planning efforts. Each facility's capacity

was evaluated in accordance with the selected level of service to determine the appropriate share between existing demand and future demands. This approach was taken in order to determine the “proportional share” of improvement costs between existing users and future development users. The basis for this report was to provide proposed project costs and the fractional cost associated with future development to be used within the impact fee analysis. The following analyses were performed to meet the study’s objectives:

- 1) Identify the existing and proposed City secondary water facilities;
- 2) Identify the existing level of service for the system;
- 3) Identify a proposed level of service for the system;
- 4) Identify if any deficiencies are present in the existing system utilizing the proposed level of service;
- 5) Identify any excess capacity in the existing system facilities using the proposed level of service;
- 6) Identify the phasing of new development and the appropriate facilities needed to support the development;
- 7) Project growth in water demands attributable to new development within the existing system;
- 8) Determine projects required by the new water demands to provide the proposed level of service to future development without compromising the level of service provided to existing residents;
- 9) Establish construction phasing of proposed capital facilities;
- 10) Prepare detailed cost estimates for each proposed project;
- 11) Determine if proposed projects will provide capacity for growth beyond the IFFP planning period
- 12) Separate and identify infrastructure costs to maintain the proposed level of service for existing residents versus infrastructure costs to provide an capacity at the proposed level of service for future development, and then identify and subtract the proportionate cost of any excess capacity for growth that is projected to occur beyond the 10 year planning window for the IFFP;

1.3 Impact Fee Collection

Impact fees enable local governments to finance public facility improvements necessary to service new developments without burdening existing development with capital facility construction costs that are exclusively attributable to growth.

An impact fee is a one-time charge on new development to pay for that portion of a public facility that is required to support that new development.

In order to determine the appropriate impact fee, the cost of the facilities associated with future development must be proportionately distributed. As a guideline in determining the “proportionate share”, the fee must be found to be roughly proportionate and reasonably related to the impact caused by the new development.

1.4 Master Planning

The City's current Secondary Water Master Plan provided the framework for the CFP by identifying the existing secondary water facilities and proposed water improvements that would accommodate current and future demands. Assumptions made within this report are in order with current City policies and standard engineering practices.

An updated existing hydraulic model of the Secondary Water System was prepared by HAL to aid in the analyses performed to complete the Secondary Water System Capital Facilities Plan. The model was used to assess existing performance and level of service, to establish a proposed level of service and to confirm the effectiveness of the proposed capital facility projects to maintain the proposed level of service as growth occurs.

SECTION 2 EXISTING SECONDARY WATER SYSTEM

2.1 General

The purpose of this section is to provide information regarding the existing Secondary Water System, identify the current level of service, identify a proposed level of service and analyze the capacity of the existing system's facilities to meet the proposed level of service.

Saratoga Springs' existing Secondary Water System is comprised of a pipe network, water storage ponds, and water supply sources. The system is Master Planned to be an independent system, but is currently supplemented by excess capacity in the Culinary Water System. Separate culinary water and secondary water pipelines exist in all developments. Some developments, however, rely on the Culinary Water System to provide storage and source water to the secondary water pipelines. Some secondary water pipes in the small isolated systems were not modeled in the Secondary Water System model because the Culinary Water System is supplying all demand source and storage in these areas. Secondary Water System demands on the Culinary Water System are modeled in the Culinary Water System model. As the excess capacity in the Culinary Water System is needed for future growth, Secondary Water System facilities will be constructed to increase the capacity of the Secondary Water System, thus freeing up capacity for future culinary demands. For both the Culinary Water System CFP and the Secondary Water System CFP each system was analyzed with no sharing of capacity for future projections. It was assumed for all calculations that no Secondary Water System facilities are being supplemented by Culinary Water System capacity. Figure 2-1 illustrates the existing secondary water system. This section summarizes the City's current level of service, water demands, existing system facilities and existing system capacity available for new growth.

2.2 Pressure Zones

Currently, the secondary water distribution system serving Saratoga Springs has three pressure zones, though presently the zones are split into the north and south as they are not interconnected yet. Zone 3 areas of the City currently use culinary sources and storage. Pressure zones are identified on Figure 2-1.

2.3 Existing Secondary Meters

The secondary system currently has individual meters on approximately 10% of connections. These connections representing 10% of the City correlated well with the overall City demands and with data from other water systems along the Wasatch Front. The City does not bill residents according to water use. Instead bills are a flat rate for secondary water. However the existing meters are read each month. The information provided by the existing meters provided a great deal of information regarding water use. The water use information was utilized to

understand how much water is used by residents in the Secondary Water System and to compare the existing use to the level of service. Table 2-1 is a summary of residential secondary water meter data for the three complete years available for this analysis. Table 2-2 is a summary of average residential secondary water use per meter and per irrigated acre. Average lot size and irrigated acres of the residential meters was obtained by accessing existing development requirements and measuring existing irrigated area in existing developments using an aerial photo in GIS. Average lot size and irrigated acres of the residential meters was also confirmed by randomly selecting seven meters and delineating the individual lot size and irrigated area using a GIS parcel layer and an aerial photo.

**Table 2-1
Summary of Residential Secondary Water Meter Data by Year**

	2008	2009	2010
Number of Residential Meters with Data	221	242	243
Average Yearly Water Use per Meter (acre-feet)	0.57	0.62	0.68
Average Peak Month Water Use per Meter (acre-feet)	0.18	0.20	0.22
Average Peak Month Water Use Per Meter (gpd)	1,867	2,133	2,285
Average Peak Month Water Use Per Meter (gpm)	1.30	1.48	1.59

**Table 2-2
Summary of Residential Secondary Water Use**

	PER METER	PER IRRIGATED ACRE
Average Lot Size (acres)	0.25	NA
Average Irrigated Area (acres)	0.14	NA
Average Yearly Water Use (acre-feet)	0.62	4.46
Average Peak Month Water Use (acre-feet)	0.20	1.42
Average Peak Month Water Use (gpd)	2,095	14,965
Average Peak Month Water Use (gpm)	1.46	10.39
Estimated Average Peak Day Water Use (gpm)	1.61	11.50

2.4 Equivalent Residential Connection

Water demands produced by non-residential water users, such as schools, commercial, industrial, or civic have been converted to an equivalent residential connection (ERC) for analysis purposes. An ERC is equal to the average water demand of one residential connection (0.5 ac-ft per year). The method of using ERC's for analysis is for allocating existing and future demands over non-residential land uses. An ERC quantifies the ratio of non-residential water demands relative to an equivalent residential level of service demand. These ratios may be utilized to establish an equitable cost of service for a non-residential water user.

An ERC is defined as 0.5 acre-feet of secondary water per year, which is consistent with the volume of water rights the City requires for new development. It is recommended that the City consider using irrigated acres instead of ERC. It is also recommended that the City change the way irrigated acres and the percentage of land irrigated is defined for residential development. Currently the City defines an ERC as having 0.25 irrigated acres based on 90% of the total area being irrigated with 2.0 acre-feet per irrigated acre. It is recommended that the City consider changing the percentage of net irrigated areas to 64% of land being developed. This is consistent with actual data and changes the acre-feet per irrigated acre to 3.13. It is recommended that the percentage of irrigated acres for multi-family and non-residential developments remain based on actual landscaped area. It is also recommended that the percentage of irrigated acres remain at 90 percent for land used for irrigated open space and parks.

The total number of existing irrigated acres as of this analysis is 1,214 acres or 3,800 acre-feet. This includes all development that has been platted and assumes the recommended irrigated acres of 64% of land developed and 3.13 acre-feet per irrigated acre. It is the City's policy to receive impact fees and water rights at plat recordation for the secondary water system. Therefore, the existing system provides capacity for these recorded developments whether or not building permits have been issued.

2.5 Level of Service

The level of service as provided by the Secondary Water System has been established by the City to be the standards required to provide outdoor watering for a typical residence. Table 2-3 is a comparison of the actual existing use and the level of service for the Secondary Water System per irrigated acre. Table 2-4 is the same comparison per typical residential connection. The proposed level of service represents the historic level of service the system has been designed to serve, but is not as high as the existing level of service, measured by metered use. As seen from actual use data, city residents have been using more water than the system was designed for. Although the proposed level of service provides for less capacity than a typical resident is currently using, the proposed level of service represents the capacity needed to irrigate turf in Saratoga Springs, when one factors in the poor water quality of available secondary water in the City, and other unavoidable system losses. Secondary water sources

within Saratoga Springs are high in dissolved salts, which require residents to use more water than the state outdoor irrigation average to maintain irrigated landscaping.

Proposing a level of service at the existing level of service would promote waste and would unnecessarily increase the cost of the Secondary Water System.

Much of the waste in the current system results from unmetered connections and flat rate billing. It is recommended that the City consider retrofitting existing connections with secondary meters and bill for secondary water used. The City should modify the secondary water rate schedule to reduce waste through inadvertent use. The City should implement other conservation measures, such as staggered irrigation schedules to encourage citizens further to reduce secondary water use.

**Table 2-3
Level of Service Comparison (Per Irrigated Acre)**

	Saratoga Springs 2011 Actual	Proposed Level of Service
Average Yearly Demand (Source Volume) ac-ft/yr per irrigated acre	4.46	3.13
Peak Day Demand (Source Flow) gpm/irrigated-acre	11.50	7.50
Peak Instantaneous Demand (Transmission) gpm/irrigated-acre	23.00	15.00
Storage gal/irrigated-acre	8,011	9,216

**Table 2-4
Level of Service Comparison (Per Typical Single Family Connection)**

	Saratoga Springs 2011 Actual	Proposed Level of Service
Irrigated Acres	0.14	0.16
Average Yearly Demand (Source Volume) ac-ft/yr per connection	0.62	0.50
Peak Day Demand (Source Flow) gpm/connection	1.61	1.20
Peak Instantaneous Demand (Transmission) gpm/connection	3.22	2.40
Storage gal/connection	1,121	1,475

2.6 Methodology Used to Determine Existing System Capacity

The method for determining the remaining capacity in the system was based on the proposed level of service in terms of irrigated acres. Each component of the Secondary Water System was assessed a capacity in terms of irrigated acres. The components include the following: Source (wells and pump stations), Storage (reservoirs and associated transmission lines), Transmission (main transmission lines not directly associated with source or storage), and water rights. Each component was also assigned a number of existing irrigated acres currently using each component. The difference between the capacity and existing demand for each component is the remaining capacity. For example, to calculate the remaining capacity for source in irrigated acres, the required source for existing users in irrigated acres is subtracted from the capacity of the wells in irrigated acres. For storage, the required storage for existing users in is subtracted from the capacity of the reservoirs in to calculate the remaining capacity for storage.

In addition to the level of service presented in the tables below, pipelines are considered at capacity when velocities reach 5 feet per second (fps) at peak instantaneous demand using the extended period hydraulic model representing the system as a whole under typical peak demand conditions. It was determined, in general, that flows above 5 fps produced unacceptable pressure fluctuations.

HAL developed a hydraulic model for Saratoga Springs to assess its current system operation and capacity. The model calculated a capacity for each pipe line by estimating the flow capacity of each pipe at a velocity of 5 fps divided by the peak instantaneous demand of 15 gpm per irrigated acre.

2.7 Water Source & Remaining Capacity

Saratoga Spring's current secondary water sources are provided by groundwater wells and canal shares. The existing peak summer demands require the northern system to be supplemented by the culinary system through connections with backflow prevention. The canal source capacity is represented by the capacity of pump stations at the canals. Table 2-5 summarizes the information of each secondary source. An operation and maintenance memorandum for wells is included within Appendix B and includes suggestions to increase the wells sustainability. As seen in Table 2-5 there is no remaining capacity in the secondary sources. Demand is higher than supply. Culinary water is used to make up the remaining existing capacity needed.

**Table 2-5
Existing Secondary Water Sources**

Name	Capacity (gpm)	Total Capacity (Irr-acre)	Remaining Capacity	Notes:
Well No. 1	800	106.7	0	Zone 2 South Source
Well No. 2	0	0	0	Sunrise Meadows Well
Well No. 3	500	66.7	0	Zone 2 North Source
Well No. 4	800	106.7	0	Zone 2 North Source
Well No. 5	3,500	466.7	0	Zone 2 South Source
ULDC Canal	1,100	146.7	0	Zone 1 South Canal Source – Pump Station 1 & Pond 3
Spring Creek Canal	0	0	0	
Total	7,480	893.5	0	

2.8 Distribution System & Remaining Capacity

Pipe diameters range from 6-inches to 24-inches, with the majority being 6 inches within the individual subdivision developments. The larger pipes in the system were provided as transmission lines to deliver water from storage ponds during peak scenarios and to deliver water from sources. All pipes are in good condition as they have been constructed within the last 15 years. The City’s current standard is to utilize Ductile Iron Pipe (DIP) for pipe diameters of 12-inches and larger.

2.9 Storage Facilities & Remaining Capacity

Saratoga Springs currently operates four water storage ponds serving the City. Storage requirements are determined on a per irrigable acre basis. The total storage capacity is 44.7 acre-feet. All ponds were constructed in the last 15 years and are in good condition.

The capacity of each pond was analyzed in respect to the zone it serves. The storage was analyzed as requiring 9,216 gallons per irrigable acre. Table 2-6 summarizes the storage facility information. Some of the ponds are not used for equalization but for pump operation. These ponds do not have usable equalization capacity. Overall the City has 366 irrigated acres of remaining capacity.

**Table 2-6
Existing Storage Pond Summary**

Service Zone	Pond ID	Capacity (Acre-feet)	Total Capacity (Irr-acre)	Remaining Capacity (Irr-acre)	Remaining Capacity (ERC)
Zone 1 South	Pond 1 (Grandview Blvd)	2.1	74.2	0	0
Zone 2 South	Pond 2 (The Villages)	1.5	53.0	0	0
Zone 1 South	Pond 3 (Church Pond) *	NA	NA	0	0
Zone 2 North	Pond 4 (Sunrise) *	NA	NA	0	0
Zone 1 North	Pond 5 (Loch Lomond) *	NA	NA	0	0
Zone 2 North	Pond 6 (Harvest Hills)	3.1	109.6	0	0
Zone 2 South	Pond 7 (Israel Canyon)	38.0	1,343.2	366	2,288
Total		44.7	1,580.0	366	2,288

*Storage/staging pond for pump station.

2.10 Pump Stations

The Fox Hollow Pump Station will provide source to the Zone 3 South Zone when a Zone 3 pond has been constructed. Until development proceeds in the new zone and a pond is constructed the pump station will not be operational. The capacity of the Fox Hollow Pump Station is 4,350 gpm (3,625 ERC).

2.11 Water Rights & Remaining Capacity

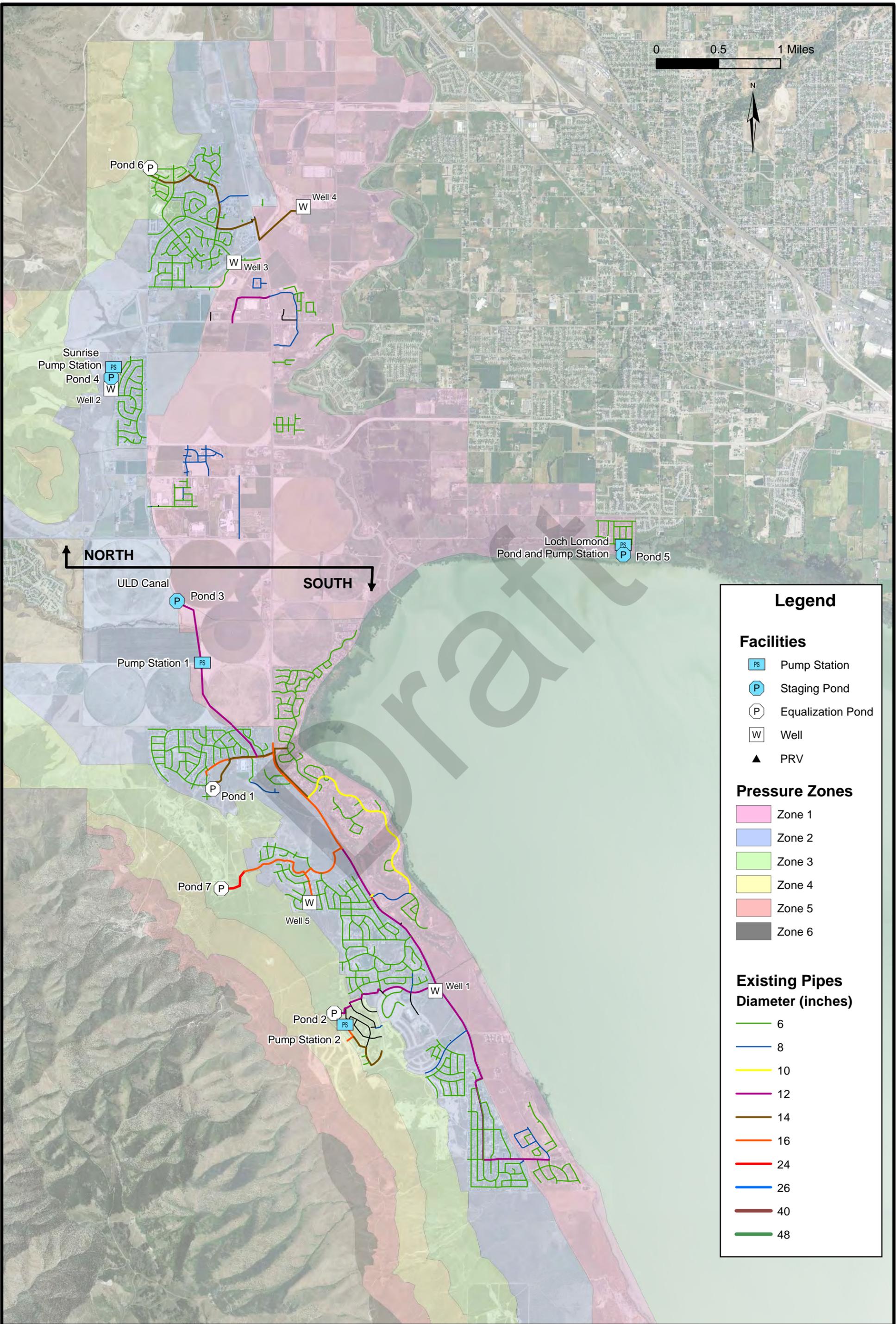
The City owns a total of 4,733 acre-feet of water rights attributed to the Secondary Water System. The existing demand at the proposed level of service of 3.13 acre-feet per irrigated acre is 4,586 acre-feet. Both the 4,733 acre-feet of water rights owned and the 4,586 acre-feet existing demand includes 786 acre-feet of water rights that were given to the City in exchange for development credit agreements for future development. Subtracting 4,586 from 4,733 leaves a remaining capacity available for future development of 147 acre-feet, which is in addition to the existing development credit.

2.12 Capital Facilities to Meet System Deficiencies

Combined with the culinary system, the existing Secondary Water System meets the proposed level of service. The secondary system is master planned to be an independent system, but

currently the Secondary Water System can be supplemented by excess capacity in the Culinary Water System. Separate culinary water and secondary water pipelines exist in all developments. However, a few isolated developments currently rely on the Culinary Water System to provide storage and source water to the secondary water pipelines. As the excess capacity in the Culinary Water System is needed for future growth, Secondary Water System facilities will be constructed to increase the capacity of the Secondary Water System. A Culinary Water System CFP was prepared in conjunction with the Secondary Water System CFP. For both the Culinary Water System CFP and the Secondary Water System CFP each system was analyzed with no sharing of capacity for future projections. It was assumed for all calculations that no Secondary Water System facilities are being supplemented by Culinary Water System capacity. Additional information regarding the Culinary Water System may be found in Culinary Water System CFP.

The City has several capital projects planned to improve existing system operation and provide capacity for future growth. The City is also planning to install meters at each secondary connection to reduce over watering and conserve source capacity. For this reason the proposed level of service requirements are less than the existing level of service. The capital projects are presented in the CFP Section. Only projects that add capacity for future growth are eligible to be included in the calculation of the impact fee. Projects that are not impact fee related have costs provided in the CFP Section for City budgeting purposes only.



Legend

Facilities

- Pump Station
- Staging Pond
- Equalization Pond
- Well
- PRV

Pressure Zones

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6

**Existing Pipes
Diameter (inches)**

- 6
- 8
- 10
- 12
- 14
- 16
- 24
- 26
- 40
- 48

SECTION 3 CAPITAL FACILITIES REQUIRED BY NEW DEVELOPMENT

3.1 General

The purpose of this section is to identify the secondary facilities that are required, to meet the demands placed on the system by future development for the IFFP 10-year planning period and the CFP 20-year planning period. Proposed facility capacities were sized to adequately meet the 20-year growth projections and were compared to current master planned facilities. A detailed design analysis will be required before construction of the facilities to ensure that the location and sizing is appropriate for the actual growth that has taken place since this CFP was developed. Specific projects with costs are presented in Section 4.

3.2 Growth Projections

Growth projections for Saratoga Springs were made by evaluating the history of building permit issuance over the last decade as summarized in Table 3-1.

**Table 3-1
Residential Building Permit History**

Year	Annual Residential Permits	Annual Growth
2000	169	63.1%
2001	483	110.5%
2002	369	40.1%
2003	437	33.9%
2004	383	22.2%
2005	656	31.1%
2006	658	23.8%
2007	489	14.3%
2008	193	4.9%
2009	186	4.5%
2010	232	5.4%
2011	464	10.3%

The City experienced rapid growth at the beginning of 2000 followed by a cooling period from 2007 to 2010 with growth rebounding rapidly in the last few years. The City has conservatively projected growth for the near future with stronger growth occurring in about 6 years due to the

projected development of the LDS Church property within City boundaries. Total growth projections for the City are summarized in Table 3-2.

**Table 3-2
Growth Projections**

Year	Total Projected ERCs	Total Projected Irrigated Acres	Annual Growth
2012	5,059	1,214	-
2013	5,430	1,303	7.3%
2014	5,812	1,395	7.0%
2015	6,194	1,486	6.6%
2016	6,576	1,578	6.2%
2017	7,377	1,770	12.2%
2018	7,986	1,916	8.3%
2019	8,671	2,081	8.6%
2020	9,541	2,290	10.0%
2021	10,207	2,449	7.0%
2022	10,877	2,610	6.6%
2023	11,616	2,787	6.8%
2024	12,401	2,976	6.8%
2025	13,235	3,176	6.7%
2026	14,124	3,389	6.7%
2027	15,066	3,615	6.7%
2028	16,068	3,856	6.7%
2029	17,141	4,113	6.7%
2030	18,270	4,384	6.6%
2031	18,826	4,518	3.0%

3.3 Methodology

Future water demands were based on the growth projections converted into irrigated acreage projections. The demands were added incrementally by year to the facility analysis. A 20-year solution was identified for the year a facility reaches capacity. A hydraulic model was developed for the purpose of assessing the system operation and capacity with future demands added to the system. The model was used to identify problem areas in the system and to identify the most efficient way to make improvements to transmission pipelines, sources, pumps, and storage facilities.

Currently the Culinary Water System supplements the Secondary Water System, as needed, during peak demands in portions of the City. Future culinary water demands require the secondary water system demand to be removed from a Culinary Water System facility, triggering a project required for the Secondary Water System but not the Culinary Water System.

The future system was evaluated in the same manner as the existing system, by modeling (1) Peak Instantaneous Demands and (2) Peak Day Demands.

3.4 Future Water Source

The future system will continue to utilize groundwater sources and canal sources for secondary water. The Central Water Project (CWP) provided by Central Utah Water Conservancy District (CUWCD) should allow the City access to the CWP in 2014. If the City elects to use this water, it would be possible to postpone the cost of drilling new wells. As an option for future sources, the City's Well 7 and Well 8 could be used in the culinary system once the CWP water is available. The City also may utilize shallow wells and canal shares to provide source water for the secondary system.

Future growth projections require the City to provide additional secondary water sources. The CFP analysis utilized the proposed level of service requiring that the system's water sources are capable of meeting a peak day demand of 7.5 gpm per irrigated acre.

The following are source projects selected to meet the source requirements for future growth:

- Zone 2 North Source – Re-equip the existing Sunrise Well to boost directly into Zone 2 North and provide a secondary source to the Sunrise Development and additional source to Zone 2 North, alleviating dependence on the culinary source.
- Zone 2 South Source – Utilize Welby Canal for additional source in Zone 2 South. The project also includes the booster pump, a turnout pond and filter station.
- Zone 1 North Source – Utilize the Welby Canal for additional source in Zone 1 North. The project includes a booster pump, turnout pond, and filter station.

3.5 Future Secondary Water Storage

Based upon the City level of service, the water system must supply a minimum of 9,216 gallons per irrigated acre or 1,475 gallons per ERC. The future 20-year ERCs projection requires a number of storage facilities to supply storage to future pressure zones. The following storage facilities are anticipated to meet future demands:

- Zone 2 North Storage – Expand existing Pond #6 by 6.5 acre-feet.
- Zone 1 North Storage – Zone 1 North Pond with a capacity of 13 acre-feet.
- Zone 3 North Storage – Zone 3 North Pond with a capacity of 11 acre-feet.
- Zone 3 South Storage – Zone 3 South Pond with a capacity of 12 acre-feet.
- Zone 2 South Storage – Zone 2 South Pond with a capacity of 10 acre-feet.
- Zone 2 North Storage – Zone 1 North Pond (Saratoga Heights) with a capacity of 12 acre-feet.
- Zone 4/5 South Storage – Zone 4/5 South Pond with a capacity of 16 acre-feet.

3.6 Future Zone Pumping

Future zone pumping requirements were evaluated to model the peak day future demands. All zones are or are planned to be directly connected to ponds that supply flows above the peak day demand. All zone pumping meets the 7.5 gpm per irrigated acre (1.2 gpm/ERC) level of service standard. The growth model required new pump stations to provide water to existing and future zones. Zone pumping in the lower pump stations must have capacity to provide source to the zone above. These pump stations do not include the pump stations required to lift from canal sources as these were determined to be part of a source project. The required pump stations are shown below:

- Zone 3 North Pump Station – Pump Station for the new Zone 3 North (2100 gpm @ 200 HP).
- Zone 4/5 South Pump Station – Pump Station for the new Zones 4 and 5 South (1000 gpm @ 200 HP).

3.7 Future Transmission Piping

Future transmission lines would need to be constructed to allow for future growth in the undeveloped areas of the City and to connect existing isolated systems together. The model was used to determine the most efficient way to keep waterline velocities and pressures within the criteria limits with added future demands. The level of service selected for pipelines was a peak instantaneous demand of 15.0 gpm per irrigated acre or 2.4 gpm per ERC. Pipelines are considered at capacity when velocities reach 5 fps at peak instantaneous demand using the extended period hydraulic model representing the system as a whole under typical peak

demand conditions. The majority of the waterline projects are required to connect sources to storage tanks and to connect the existing and future areas of the system. These transmission lines are described below:

- Zone 2 North Transmission Line – 12-inch line connecting the Sunrise secondary system to the Harvest Hills Zone 2 system to supply more secondary source.
- Zone 2 South Transmission Line – 14-inch line for Zone 2 Source Project that will connect Welby Source to existing system.
- Zone 1 North Transmission Line – 24-inch line from new Zone 1 Storage to the zone boundary and then a 14-inch line to Redwood Road.
- Zone 3 North Transmission Line – 16-inch line connecting the proposed pump station to the proposed storage pond.
- Zone 3 South Transmission Line – 16-inch line connecting the proposed pump station to the proposed storage pond.
- Zone 2 North Transmission Line – 16-inch line connecting the proposed Saratoga Heights Pond to the existing system.
- Zone 4/5 North Transmission Line – 16-inch line interconnecting the proposed tank and pump station to the existing water lines.
- Zone 1 Transmission Line – 16-inch line interconnecting the existing culinary wells to the secondary system directly for use when the CWP project provides excess culinary source.

3.8 Future Water Rights

Water rights need to be acquired for future growth in the undeveloped areas of the City. The City owns a total of 4,733 acre-feet of water rights attributed to the Secondary Water System. This includes water rights that were given to the City in exchange for development credit agreements. The existing demand at the proposed level of service of 3.13 acre-feet per irrigated acre is 4,586 acre-feet, which includes 786 acre-feet of developer credit. Developer credit is water rights given to the City before the development is actually built. Subtracting 4,586 from 4,733 leaves a remaining capacity available for future development of 147 acre-feet. With an assumed additional demand of 3,584 acre-feet by 2022, the City will need to acquire 3,437 acre-feet by then. By the year 2031 the City will need to have acquired an additional 5,970 acre-feet of secondary water rights or about 600 acre-feet per year.

- 3,437 acre-feet of water rights by the year 2022.
- 5,970 acre-feet of water rights or contract through CUWCD by the year 2031.

SECTION 4

CAPITAL FACILITY PLAN, PHASING & COST ESTIMATES

4.1 General

The purpose of this section is to provide a detailed list of the proposed Capital Facilities to meet both existing deficiencies and also future growth in the Secondary Water System. Table 4-1 provides a complete list of the CFPs. Also included in the list is the anticipated year of construction based upon current City budgeting and need for the project. The actual phasing of projects will be dependent on actual growth and the location of the growth. The years shown are only a guide for the City and may be revised at any time as the need arises. Figure 4-1 details the locations of each project.

4.2 Cost Estimating

Cost estimates were prepared for each project and are shown in Table 4-1. Table 4-2 provides a summary of the costs associated with existing deficiencies versus projects required to meet future growth demands.

Unit costs for the construction cost estimates are based on master planning level engineering. Sources used to estimate construction costs include:

- “Means Heavy Construction Cost Data, 2013”
- Price quotes from equipment suppliers
- Recent construction bids for similar work along the Wasatch Front

Costs include construction, land acquisition, planning and engineering. All costs are presented in 2013 dollars. Recent price and economic trends indicate that future costs are difficult to predict with certainty. Engineering cost estimates given in this study should be regarded as conceptual level as appropriate for use as a planning guide. Only during final design can a definitive and more accurate estimate be provided. A cost estimate calculation for each project is provided in Appendix A.

**TABLE 4-1
CAPITAL IMPROVEMENT PROJECTS**

TYPE & YEAR	MAP ID	RECOMMENDED PROJECT	Existing Deficiency Cost	New Growth Cost
Storage – Growth Project 2013	1	Zone 2 North Storage – Expand Pond #6 adding 5.9 acre*feet of capacity. The cost includes acquiring property.	\$0	\$656,000
Source – Growth & Deficiency Project 2013	2	Zone 2 North Source – Install 5,200 feet of 12-inch transmission line from the Sunrise Development to the Harvest Hills Development. The transmission line will provide additional secondary source to Harvest Hills. Equip the Sunrise Well to provide water source capacity to Zone 2 North.	\$420,000	\$290,000
Transmission – Existing Deficiency 2015	2a	Zone 2 North Transmission – Modeling and City observations show low pressures during peak demands along Winter Wheat Way. A 10-inch line through City open space (550 feet) would increase pressures for the area.	\$46,000	\$0
Source – Growth Project 2013	3	Zone 2 South Source - Install 5,400 feet of 14-inch transmission line through non-developed property to existing Zone 2 lines. Construct a filter station, 200 HP & 2,000 gpm Booster Pump Station and modify an existing pond at the Welby Jacob Canal.	\$0	\$1,817,000
Storage & Source – Growth Project 2016	4	Zone 1 North Storage/Source – Construct a new 13 acre*feet pond west of the Welby Jacob Canal to support new growth in Zone 1. The project also includes a turnout at the canal with a receiving pond, a filter station and a small booster pump station (3,000 gpm) to lift from the receiving pond to the storage pond.	\$0	\$2,886,000

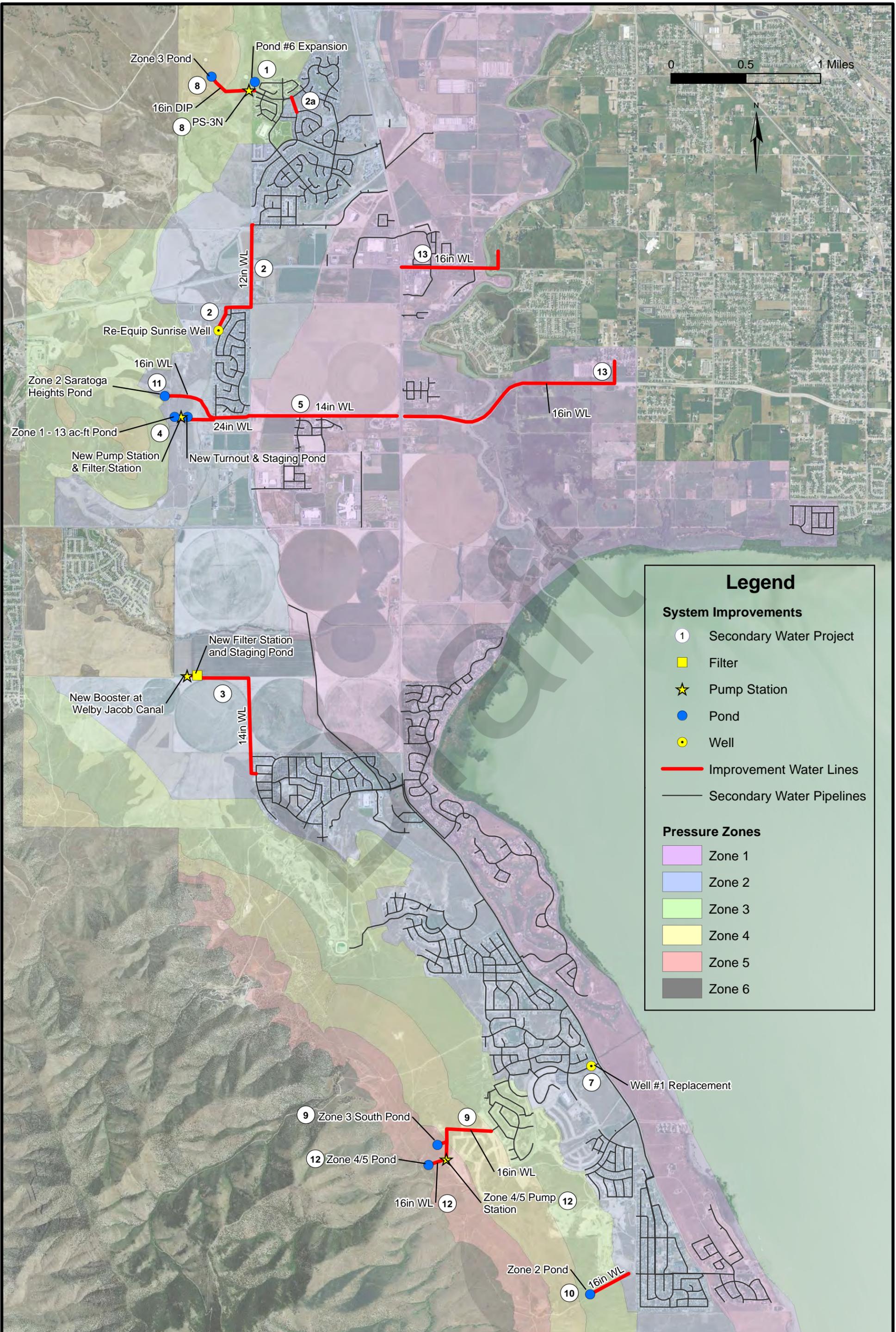
TYPE & YEAR	MAP ID	RECOMMENDED PROJECT	Existing Deficiency Cost	New Growth Cost
Transmission – Growth Project 2017	5	Zone 1 North Source/Storage – Provide source to new portions of Zone 1 in anticipation of growth. The project includes 2,600 feet of 24-inch transmission line from the pond to the top of the zone and then 5,300 feet of 14-inch line along 400 N to Redwood Road to connect the source and storage added in the Map ID 4 Zone 1 North storage/source project.	\$0	\$1,481,000
Source – Existing Deficiency 2013 & 2016	6	Installation of secondary meters for each connection throughout the City. The meters will assist in appropriate billing of customers and also deter water waste by over irrigating.	\$2,774,000	\$0
Source – Existing Deficiency 2020	7	Replacement of Well #1 in the Zone 2 South Zone. The City has reported that the well may fail in the upcoming years. Budget and a project were identified to drill a new well in the vicinity with a new pump station.	\$1,860,000	\$0
Source & Storage – Growth Project 2021	8	The Zone 3 North Source and Storage – Added growth projections identify the need to build a pump station and storage pond in Zone 3 that currently utilizes Culinary Water for outdoor irrigation. The project includes an 11 acre*feet pond, a 200 HP (2,100 gpm) pump station and 3,200 feet of 16-inch transmission line from the pump station to the pond.	\$0	\$2,768,000
Water Rights – Growth Project 2022	-	The City will need to acquire an additional 3,437 acre-feet of water rights to meet anticipated demand growth by the year 2022.	\$0	\$10,352,000

TYPE & YEAR	MAP ID	RECOMMENDED PROJECT	Existing Deficiency Cost	New Growth Cost
Source – Growth Project 2022	-	Source – Added growth projections identify the need add additional source. The project includes two new wells and a pump station (400 irrigated acres of source capacity)	\$0	\$3,060,000
Source & Storage – Growth Project 2023	9	The Zone 3 South Source and Storage – Added growth projections identify the need to connect the Fox Hollow Pump Station to a storage pond for the new Zone 3 South Zone. The project includes a 12 acre*feet pond and 3,500 feet of 16-inch transmission line from the pump station to the pond.	\$0	\$2,400,000
Storage – Growth Project 2026	10	Growth will require the construction of a new Zone 2 South pond with a capacity of 10 acre*feet. A 16-inch transmission line will be required to connect the pond to the existing system.	\$0	\$1,692,000
Storage – Growth Project 2026	11	Growth will require the construction of a new Zone 2 North pond near Saratoga Heights. The project includes a 12 acre*feet pond with 2,500 feet of 16-inch transmission line from the existing system to the pond.	\$0	\$2,328,000
Transmission, Storage & Source – Growth Project 2026	12	Growth in the South Zones 4 & 5 will require new storage, source and transmission projects for secondary water. The project includes a dual Zone 4/5 pond with a capacity of 16 acre*feet, a 200 HP (1,000 gpm) pump station and a 16-inch transmission line from the Zone 3 system to the new storage pond.	\$0	\$4,104,000

TYPE & YEAR	MAP ID	RECOMMENDED PROJECT	Existing Deficiency Cost	New Growth Cost
Transmission – Growth Project 2026	13	Construct approximately 11,500 feet of 16-inch transmission line from the existing well fields to Redwood Road. The lines are necessary to provide additional source to the secondary system in Zone 1.	\$0	\$2,208,000
Water Rights – Growth Project 2031	-	The City will need to acquire an additional 5,970 acre-feet of water rights to meet anticipated demand growth from the year 2023 through 2031. This is about 650 acre-feet per year or about \$2,000,000 a year. (This assumes the City decides not to use CUWCD water other than for the SLR development)	\$0	\$17,982,000
TOTAL			\$5,755,000	\$54,024,000

**TABLE 4-2
CAPITAL IMPROVEMENT PROJECT SUMMARY**

TYPE	DESCRIPTION	TOTAL COST
Existing Deficiency Projects	Projects required for the system that are necessary to eliminate existing deficiencies.	\$5,755,000
Growth Projects Through 2022	Projects to resolve system deficiencies placed on the system by new growth through the year 2022. These projects may be impact fee projects or projects directly funded by the developer.	\$23,310,000
Growth Projects Beyond 2022	Projects to resolve system deficiencies placed on the system by new growth beyond the year 2022. These projects may be impact fee projects or projects directly funded by the developer.	\$30,714,000
TOTAL		\$59,779,000



Legend

System Improvements

- ① Secondary Water Project
- Filter
- ★ Pump Station
- Pond
- Well
- Improvement Water Lines
- Secondary Water Pipelines

Pressure Zones

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6

SECTION 5 IMPACT FEE FACILITY PLAN AND ANALYSIS

5.1 General

This section relies on the data presented in the previous sections to present a proposed impact fee based on the appropriate proportion of cost of projects planned in the next 10 years to increase capacity for new growth and an appropriate buy-in cost of available existing excess capacity previously purchased by the City.

The following data on the Secondary Water System facilities are presented in previous sections: Growth projections, Definition of the proposed level of service, Existing and future anticipated demand, Existing and excess capacity, Capital facilities analysis to determine projects required to resolve existing deficiencies and projects required in the next ten to twenty years to accommodate anticipated growth.

The Secondary Water System facility projects planned in the next 10 years to increase capacity for new growth included within the impact fee are presented. Also included in this section are the possible revenue sources that the City may consider to fund the recommended projects. The impact fee components are then presented with the proposed fee.

5.2 Impact Fee Facilities

The facilities presented in Table 5-1 are essential to maintain the proposed level of service while accommodating future growth. The table lists the project and the number of ERC's that the project will accommodate. All projects have sufficient capacity for the 10-year growth projections. There is no excess capacity in 2022 with the addition of these 10-year growth projects. The facility sizing was based on City planning data and modeling. All projects have a design life greater than 10-years, as required by the Impact Fee Act.

**TABLE 5-1
IMPACT FEE FACILITY PROJECTS FOR UPCOMING 10-YEARS**

TYPE & PHASING YEAR	MAP ID	RECOMMENDED PROJECT	COST
Storage – 2013	1	Zone 2 North Storage – Addition of 230 irrigated acres to the Zone 2 North area.	\$656,000
Source – 2013	2	Zone 2 North Source – Addition of 49.0 irrigated acres source capacity to the Zone 2 North area.	\$290,000

TYPE & PHASING YEAR	MAP ID	RECOMMENDED PROJECT	COST
Source – 2013	3	Zone 2 South Source - Addition of 266.7 irrigated acres source capacity to the Zone 2 South area.	\$1,817,000
Storage & Source – 2016	4	Zone 1 North Storage/Source – Addition of 459.5 irrigated acres storage capacity (\$1,471,860) and 400 source irrigated acres to the Zone 1 North area (\$1,414,140).	\$2,886,000
Storage & Source – 2017	5	Zone 1 North Source/Storage – Transmission pipelines to add source and storage to the Zone 1 North area by connecting to the source and storage added in the Map ID 4 Zone 1 North storage/source project. (\$740,500 to storage capacity and \$740,500 to source capacity).	\$1,481,000
Source & Storage – 2021	8	The Zone 3 North Source and Storage – Added growth projections identify the need to build a pump station and storage pond in Zone 3 that currently utilizes Culinary Water for outdoor irrigation. The project includes an 11 acre-foot pond (388 irrigated acres of storage capacity, \$1,909,920) and a 200 HP pump station (280 irrigated acres of source capacity, \$858,080)	\$2,768,000
Source – 2022	-	Source – Added growth projections identify the need add additional source. The project includes two new wells and a pump station (400 irrigated acres of source capacity)	\$3,060,000
Water Rights – 2022	-	The City will need to acquire an additional 3,437 acre-foot of water rights to meet anticipated demand growth by the year 2022. (1,098 irrigated acres of water right capacity)	\$10,352,000
TOTAL			\$23,310,000

Table 5-2 is a summary of the impact fee facility projects for the upcoming 10-years organized by project type. There is a total of \$8,179,720 attributed to source with a capacity of 1,396 irrigated acres, a total of \$4,778,280 for storage with a capacity of 1,077.5 irrigated acres, and a total of \$10,352,000 for water rights with a capacity of 1,098 irrigated acres. Anticipated costs for planning are also included as well as anticipated cost for financing for a total cost of \$29,085,748. See Appendix A for information on cost estimating.

**TABLE 5-2
SUMMARY OF IMPACT FEE FACILITY PROJECTS FOR UPCOMING 10-YEARS**

PROJECT TYPE	PROJECT COST	FINANCING COST	TOTAL COST
SOURCE	\$8,179,720	\$3,557,558	\$11,737,278
STORAGE	\$4,778,280	\$2,078,190	\$6,856,470
WATER RIGHTS	\$10,352,000	\$0	\$10,352,000
PLANNING	\$140,000	\$0	\$140,000
TOTAL COST	\$23,450,000	\$5,635,748	\$29,085,748

5.3 Revenue Options

Revenue options for the recommended projects, in addition to use fees, could include the following options: general obligation bonds, revenue bonds, State/Federal grants and loans, and impact fees. In reality, the City may need to consider a combination of these funding options. The following discussion describes each of these options.

General Obligation Bonds through Property Taxes

This form of debt enables the City to issue general obligation bonds for capital improvements and replacement. General Obligation (G.O.) Bonds would be used for items not typically financed through the Water Revenue Bonds (for example, the purchase of water source to ensure a sufficient water supply for the City in the future). G.O. bonds are debt instruments backed by the full faith and credit of the City which would be secured by an unconditional pledge of the City to levy assessments, charges or ad valorem taxes necessary to retire the bonds. G.O. bonds are the lowest-cost form of debt financing available to local governments and can be combined with other revenue sources such as specific fees, or special assessment charges to form a dual security through the City's revenue generating authority. These bonds are supported by the City as a whole, so the amount of debt issued for the water system is limited to a fixed percentage of the real market value for taxable property within the City. For growth related projects this type of revenue places an unfair burden on existing residents as they had previously paid for their level of service.

Revenue Bonds

This form of debt financing is also available to the City for utility related capital improvements. Unlike G.O. bonds, revenue bonds are not backed by the City as a whole, but constitute a lien against the water service charge revenues of a Water Utility. Revenue bonds present a greater risk to the investor than do G.O. bonds, since repayment of debt depends on an adequate revenue stream, legally defensible rate structure /and sound fiscal management by the issuing jurisdiction. Due to this increased risk, revenue bonds generally require a higher interest rate than G.O. bonds, although currently interest rates are at historic lows. This type of debt also has very specific coverage requirements in the form of a reserve fund specifying an amount, usually expressed in terms of average or maximum debt service due in any future year. This debt service is required to be held as a cash reserve for annual debt service payment to the benefit of bondholders. Typically, voter approval is not required when issuing revenue bonds. For growth related projects this type of revenue places an unfair burden on existing residents as they had previously paid for their level of service.

State/Federal Grants and Loans

Historically, both local and county governments have experienced significant infrastructure funding support from state and federal government agencies in the form of block grants, direct grants in aid, interagency loans, and general revenue sharing. Federal expenditure pressures and virtual elimination of federal revenue sharing dollars are clear indicators that local government may be left to its own devices regarding infrastructure finance in general. However, state/federal grants and loans should be further investigated as a possible funding source for needed water system improvements.

It is also important to assess likely trends regarding federal / state assistance in infrastructure financing. Future trends indicate that grants will be replaced by loans through a public works revolving fund. Local governments can expect to access these revolving funds or public works trust funds by demonstrating both the need for and the ability to repay the borrowed monies, with interest. As with the revenue bonds discussed earlier, the ability of infrastructure programs to wisely manage their own finances will be a key element in evaluating whether many secondary funding sources, such as federal/state loans, will be available to the City.

Impact Fees

An impact fee is a one-time charge to a new development for the purpose of raising funds for the construction of improvements required by the new growth and to maintain the current level of service. Impact fees in Utah are regulated by the Impact Fee Statute and substantial case law. Impact fees are a form of a development exaction that requires a fee to offset the burdens created by the development on existing municipal services. Funding the future improvements required by growth through impact fees does not place the burden on existing residents to provide funding of these new improvements.

User Fees

Similar to property taxes on existing residents, User Fees to pay for improvements related to new growth related projects places an unfair burden on existing residents as they had previously paid for their level of service.

5.4 Impact Fee Unit Calculation

Currently, the City assigns non-residential development an ERC value based on irrigated acres that is performed when the new development is plated or when a building permit is issued, whichever one comes first. Irrigated acres are the recommended unit for calculating the impact fee. The proposed level of service defines a single family lot with 0.16 irrigated acres which is also defined as one ERC.

It is recommended that the City have three components to the impact fee for secondary water system facilities—source, storage, and water rights. Each component is discussed separately in the following paragraphs. The major distribution pipelines are sized closely proportionate to the source and storage projects so are included in the source and storage units.

Source Impact Fee Unit

The proposed level of service for source in the Secondary Water System is 7.5 gpm per irrigated acre (see Section 1). The total demand by the year 2022 at the proposed level of service is 2,610 irrigated acres. The existing secondary water source demand for the system is 1,214 irrigated acres. Subtracting the existing demand of 1,214 irrigated acres from the total demand at 2022 of 2,610 irrigated acres leaves an additional demand of **1,396 irrigated acres needed by 2022** (see Table 5-3).

**TABLE 5-3
SOURCE NEEDED BY 2022**

	Irrigated Acres	gpm
Predicted Demand in 2022 at the Proposed Level of Service	2,610	19,575
Existing Demand at the Proposed Level of Service	1,214	9,105
Additional Demand Capacity needed by 2022	1,396	10,470

The Secondary Water system has an existing source capacity of 893.5 irrigated acres. Subtracting the existing demand of 1,214 irrigated acres from the existing capacity of 893.5 irrigated acres leaves a deficiency of 320.5 irrigated acres (see Table 5-4). Currently the

Culinary Water System supplements the Secondary Water System with excess source capacity in the Culinary Water System. Capital Improvement Projects with Map ID 2 and 7 in Table 4-1 are planned to resolve this deficiency as the additional source in the Culinary Water System is needed. The Map ID 2 and 7 projects are not eligible to be included in the impact fee because they resolve existing deficiencies. The Map ID 2 project reequips the existing Sunrise Well and adds source transmission which will cost an estimated \$710,000 and is estimated to add 60 irrigated acres of source capacity. The Map ID 7 project is to replace existing Well 1 which is estimated to cost \$1,860,000 and is estimated to add 260 irrigated acres of source capacity. Both of these projects will be funded through existing funds and user fees.

**TABLE 5-4
SOURCE EXCESS CAPACITY**

	Irrigated Acres	gpm
Existing Source Capacity	893.5	6,701
Existing Demand at the Proposed Level of Service	1,214	9,105
Excess Capacity (Deficiency)	(320.5)	(2,404)

No excess source capacity leaves **1,396 acre-feet of source capacity needing to be added to the system by 2022 for new growth (see Table 5-5).**

**TABLE 5-5
SOURCE CAPACITY TO BE BUILT FOR NEW GROWTH**

	Irrigated Acres	gpm
Additional Demand Capacity needed by 2022	1,396	10,470
Excess Capacity	0	0
Capacity to be built by 2022 for new growth	1,396	10,470

The Impact Fee Facilities for Upcoming 10-Years with Map ID 2,3,4,5 and 8 in the Table 5-1 are planned to add 1,407 irrigated acres of source capacity to the Secondary Water System by 2022. With a total cost of the source capacity Impact Fee Facilities for the Upcoming 10-Years of \$11,737,278 (see Table 5-2) and an added capacity of 1,407 irrigated acres, the resulting

proposed impact fee per irrigated acre is \$8,408 or \$2,017 an ERC (see Table 5-6). This leaves no excess capacity in 2022.

**TABLE 5-6
PROPOSED SOURCE IMPACT FEE**

	Irrigated Acres	ERC
Total Cost of Source Capacity Projects	\$11,737,278	\$11,737,278
Added Capacity for New Growth	1,396	5,818
Proposed Source Impact Fee	\$8,408	\$2,017

Storage Impact Fee Unit

The proposed level of service for storage in the Secondary Water System is 9,216 gallons per irrigated acre (see Section 1). The total demand by the year 2022 at the proposed level of service of 9216 is 2,610 irrigated acres. The existing secondary water storage demand for the system is 1,214 irrigated acres. Subtracting the existing demand of 1,214 irrigated acres from the total demand at 2022 of 2,610 irrigated acres leaves an additional demand of **1,396 irrigated acres needed by 2022** (see Table 5-7).

**TABLE 5-7
STORAGE NEEDED BY 2022**

	Irrigated Acres	Acre-Feet
Predicted Demand in 2022 at the Proposed Level of Service	2,610	73.8
Existing Demand at the Proposed Level of Service	1,214	34.3
Additional Demand Capacity needed by 2022	1,396	39.5

The Secondary Water system has an existing storage capacity of 1,580 irrigated acres. Subtracting the existing demand of 1,214 irrigated acres from the existing capacity of 1,580

irrigated acres leaves an excess capacity of **366 irrigated acres available for new development** (see Table 5-8).

**TABLE 5-8
STORAGE EXCESS CAPACITY**

	Irrigated Acres	Acre-Feet
Existing Source Capacity	1,580	44.7
Existing Demand at the Proposed Level of Service	1,214	34.3
Excess Capacity (Deficiency)	366	10.4

Subtracting the excess storage capacity of 366 irrigated acres from the additional demand needed by 2022 of 3,584 acre-feet leaves **3,437 acre-feet needing to be purchased by 2022** (see Table 5-9).

**TABLE 5-9
STORAGE CAPACITY TO BE BUILT FOR NEW GROWTH**

	Irrigated Acres	Acre-Feet
Additional Demand Capacity needed by 2022	1,396	39.5
Excess Capacity	366	10.4
Capacity to be built by 2022 for new growth	1,030	29.1

The Impact Fee Facilities for Upcoming 10-Years with Map ID 1, 4, and 8 in the Table 5-1 are planned to add 1,077.5 irrigated acres of storage capacity to the Secondary Water System by 2022. The storage capacity projects have a total cost of \$6,856,470 (see Table 5-2) and a total capacity of 1,113.5 irrigated acres. The resulting **proposed impact fee per irrigated acre is \$6,158 or \$1,478 an ERC** (see Table 5-10).

**TABLE 5-10
PROPOSED STORAGE IMPACT FEE**

	Irrigated Acres	ERC
Total Cost of Source Capacity Projects	\$6,856,470	\$6,856,470
Added Capacity for New Growth	1,113.5	4,640
Proposed Storage Impact Fee	\$6,158	\$1,478

Water Right Impact Fee Unit

The proposed level of service for water rights is 3.13 acre-feet per irrigated acre which is less than the existing level of service of 4.46 acre-feet per irrigated acre. The total demand by the year 2022 at the proposed level of service is 8,170 acre-feet. The existing secondary water right demand for the system is 4,586 acre-feet. This includes 786 acre-feet of water rights that were given to the City in exchange for development credit agreements for future development. It is assumed this credit will be used by the year 2022 for the anticipated growth. Subtracting the existing demand of 4,586 acre-feet from the total demand at 2022 of 8,170 acre-feet leaves an additional demand of **3,584 acre-feet needed by 2022** (see Table 5-11).

**TABLE 5-11
WATER RIGHTS NEEDED BY 2022**

	Irrigated Acres	Acre-Feet
Predicted Demand in 2022 at the Proposed Level of Service	2,610	8,170
Existing Demand at the Proposed Level of Service	1,465	4,586
Additional Demand Capacity needed by 2022	1,145	3,584

The City owns a total of 4,733 acre-feet of water rights attributed to the Secondary Water System. Again, this includes the 786 acre-feet of water rights that were given to the City in exchange for development credit agreements. Subtracting the existing demand of 4,586 acre-

feet from the 4,733 acre-feet of total water rights owned leaves an excess capacity of **147 acre-feet available for new development** (see Table 5-12).

**TABLE 5-12
WATER RIGHTS EXCESS CAPACITY**

	Irrigated Acres	Acre-Feet
Water Rights Owned	1,512	4,733
Existing Demand at the Proposed Level of Service	1,465	4,586
Excess Capacity	47	147

Subtracting the excess capacity of owned water rights of 147 acre-feet from the additional demand needed by 2022 of 3,584 acre-feet leaves **3,437 acre-feet needing to be purchased by 2022** (see Table 5-13). The average price the City has paid for water rights in the last 5 years has been about \$3,012 per acre-foot. This would provide a price of **\$9,428 per irrigated acre or \$2,263 per ERC**.

**TABLE 5-13
WATER RIGHTS TO BE PURCHASED**

	Irrigated Acres	Acre-Feet
Additional Demand Capacity needed by 2022	1,145	3,584
Excess Capacity	47	147
Total to be purchased by 2022	1,098	3,437

It is recommended that the City accept the water right impact fee in one of three ways: Payment of \$9,428 per irrigated acres for water rights the City has available for new development, use of developer credit, or Deed the City a water right approved by the City Attorney.

5.5 Impact Fee Summary

Adding the proposed Secondary Water System impact fee units together, the total proposed impact fee would be \$23,739 per irrigated acre. A typical single family residential connection

requiring 0.16 irrigated acres would have an impact fee of **\$5,782** with water rights or \$3,519 without water rights (see Table 5-14). This includes \$2,017 for source capacity, \$1,478 for storage capacity, \$24 for planning, and \$2,263 for water rights.

**TABLE 5-14
TOTAL PROPOSED IMPACT FEE PER IRRIGATED
ACRE AND TYPICAL SINGLE FAMILY RESIDENT**

	Per Irrigated Acre	Per ERC
Source	\$8,408	\$2,017
Storage	\$6,158	\$1,478
Planning	\$100	\$24
Water Rights	\$9,428	\$2,263
Total	\$24,094	\$5,782

Appendix A

Cost Estimates

**City of Saratoga Springs Capital Facility Plan
Secondary Water Recommended Improvements
Preliminary Engineers Cost Estimates**

Year	Item	Unit	Unit Price	Quantity	Total Price
2013	SW 1. Zone 2 North Storage - Expand Pond #6				
	Purchase Additional Property	Acre	\$ 50,000	1.5	\$ 75,000
	Construct Pond Facility - Additional 6.5 ac*ft	AC*FT	\$ 72,500	6.5	\$ 471,250
				Engineering & Admin. (10%)	\$ 54,625
				Contingency (10%)	\$ 54,625
			Total for Zone 2 North Storage - Expand Pond #6	\$ 656,000	
2013	SW 2. Zone 2 North Source - Sunrise Well to Harvest Hills				
	Re-equip Sunrise Well	LS	\$ 150,000	1	\$ 150,000
	Furnish & Install 12" DIP Water Line	LF	\$ 85	5200	\$ 442,000
				Engineering & Admin. (10%)	\$ 59,200
				Contingency (10%)	\$ 59,200
			Total for Zone 2 North Source - Sunrise Well to Harvest Hills	\$ 710,000	
2015	SW 2a. Zone 2 North Transmission - Winter Wheat Way				
	Furnish & Install 10" PVC Water Line	LF	\$ 70	550	\$ 38,500
				Engineering & Admin. (10%)	\$ 3,850
				Contingency (10%)	\$ 3,850
				Total for Zone 2 North Transmission - Winter Wheat Way	\$ 46,000
2013	SW 3. Zone 2 South Source Project				
	14" Transmission Line from Welby to Ex Lines	LF	\$ 110	5400	\$ 594,000
	Filter Station	LS	\$ 300,000	1	\$ 300,000
	Zone 2 Booster (200 HP & 2000 gpm) w/ VFD	LS	\$ 350,000	1	\$ 350,000
	Existing Pond Modification	LS	\$ 120,000	1	\$ 120,000
	Land Acquisition	Acre	\$ 100,000	1.5	\$ 150,000
				Engineering & Admin. (10%)	\$ 151,400
			Contingency (10%)	\$ 151,400	
			Total for Zone 2 South Source Project	\$ 1,817,000	
2016	SW 4. Zone 1 North Source & Storage				
	Construct New Pond - PR 11 - 13 AC*FT	AC*FT	\$ 95,000	13	\$ 1,235,000
	Zone Storage Land Acquisition (PR-11)	Acre	\$ 100,000	3	\$ 300,000
	Turnout at Welby Jacob Canal w/ Pond	LS	\$ 120,000	1	\$ 120,000
	Filter Station	LS	\$ 400,000	1	\$ 400,000
	Booster Pump to PR 11 (50 HP & 3000 gpm) w/ VFD	LS	\$ 350,000	1	\$ 350,000
				Engineering & Admin. (10%)	\$ 240,500
			Contingency (10%)	\$ 240,500	
			Total for Zone 1 North Source & Storage	\$ 2,886,000	
2017	SW 5. Zone 1 North Transmission				
	Furnish & Install 24" DIP	LF	\$ 220	2600	\$ 572,000
	Furnish & Install 14" DIP	LF	\$ 125	5300	\$ 662,500
				Engineering & Admin. (10%)	\$ 123,450
				Contingency (10%)	\$ 123,450
			Total for Zone 1 North Transmission	\$ 1,481,000	
2013 2016	SW 6. Installation of Secondary Meters				
	Furnish and Install 1" Secondary Meters	EA	\$ 350	1421	\$ 497,350
	Furnish and Install 1-1/2" Secondary Meters	EA	\$ 650	27	\$ 17,550
	Furnish and Install 2" Secondary Meters	EA	\$ 850	50	\$ 42,500
	Furnish and Install 3" Secondary Meters	EA	\$ 3,000	6	\$ 18,000
	Furnish and Install Meters in Harvest Hills (627)	EA	\$ 505,000	1	\$ 505,000
	Furnish and Install Meters in Sunrise Meadows (177)	EA	\$ 151,000	1	\$ 151,000
	Furnish and Install Meters in South City (1860)	EA	\$ 1,245,000	1	\$ 1,245,000
				Admin. & Construction Observation (2%)	\$ 49,528
				Contingency (10%)	\$ 247,640
				Total for Installation of Secondary Meters	\$ 2,774,000

**City of Saratoga Springs Capital Facility Plan
Secondary Water Recommended Improvements
Preliminary Engineers Cost Estimates**

Year	Item	Unit	Unit Price	Quantity	Total Price
2020	SW 7. Zone 2 Source - Well #1 Replacement				
	New Well	LS	\$ 1,000,000	1	\$ 1,000,000
	New Pump Station	LS	\$ 500,000	1	\$ 500,000
	New Connection to Transmission Line	LS	\$ 50,000	1	\$ 50,000
					Engineering & Admin. (10%) \$ 155,000
					Contingency (10%) \$ 155,000
				Total for Zone 2 Source - Well #1 Replacement \$ 1,860,000	
2021	SW 8. Zone 3 North - Pump Station and Storage				
	16" DIP Transmission Line from PS to Storage	LS	\$ 160	3200	\$ 512,000
	Zone 3 Pump Station (200 HP & 2,100 gpm)	LS	\$ 450,000	1	\$ 450,000
	Zone 3 Storage (11 Ac*ft)	AC*FT	\$ 95,000	11	\$ 1,045,000
	Land Acquisition	Acre	\$ 100,000	3	\$ 300,000
					Engineering & Admin. (10%) \$ 230,700
				Contingency (10%) \$ 230,700	
				Total to Zone 3 North - Pump Station and Storage \$ 2,768,000	
2022	Source - Wells				
	New Well	LS	\$ 1,000,000	1	\$ 1,000,000
	New Well	LS	\$ 1,000,000	1	\$ 1,000,000
	New Pump Station	LS	\$ 500,000	1	\$ 500,000
	New Connection to Transmission Line	LS	\$ 50,000	1	\$ 50,000
					Engineering & Admin. (10%) \$ 255,000
				Contingency (10%) \$ 255,000	
				Total for Source - Wells \$ 3,060,000	
2026	SW 10. Zone 2 South - Storage				
	16" DIP Transmission Line to Storage	LS	\$ 160	1000	\$ 160,000
	Land Acquisition	Acre	\$ 100,000	3	\$ 300,000
	Zone 2 South Storage PR-17 (10 Ac*ft)	AC*FT	\$ 95,000	10	\$ 950,000
					Engineering & Admin. (10%) \$ 141,000
					Contingency (10%) \$ 141,000
				Total to Zone 2 South - Storage \$ 1,692,000	
2026	SW 11. Zone 2 North -Saratoga Heights Storage				
	16" DIP Transmission Line to Storage	LS	\$ 160	2500	\$ 400,000
	Land Acquisition	Acre	\$ 100,000	4	\$ 400,000
	Zone 2 North Storage (12 Ac*ft)	AC*FT	\$ 95,000	12	\$ 1,140,000
					Engineering & Admin. (10%) \$ 194,000
					Contingency (10%) \$ 194,000
				Total to Zone 2 North -Saratoga Heights Storage \$ 2,328,000	
2026	SW 12. Zone 4 & 5 South - Pump Station and Storage				
	16" DIP Transmission Line from PS to Storage	LS	\$ 160	5000	\$ 800,000
	Zone 4 & 5 Pump Station (1000 gpm, 200 HP)	LS	\$ 650,000	1	\$ 650,000
	Zone 4/5 Storage (16 Ac*ft)	LS	\$ 95,000	16	\$ 1,520,000
	Land Acquisition	Acre	\$ 100,000	4.5	\$ 450,000
					Engineering & Admin. (10%) \$ 342,000
				Contingency (10%) \$ 342,000	
				Total to Zone 4 & 5 South - Pump Station and Storage \$ 4,104,000	
2026	SW 13. Zone 1 - Transmission				
	16" DIP Trans. Line from Well Fields to Redwood	LS	\$ 160	11500	\$ 1,840,000
					Engineering & Admin. (10%) \$ 184,000
					Contingency (10%) \$ 184,000
					Total to Zone 1 - Transmission \$ 2,208,000

Appendix 4:
DEBT
Future Debt

Proposed Series 2014 Water Bond - Secondary Water

Year	Principal	Coupon	Interest	Net DS
2014	-	0.00%	-	-
2015	470,000	2.00%	252,459	722,459
2016	350,000	2.00%	369,650	719,650
2017	360,000	2.00%	362,550	722,550
2018	365,000	3.00%	353,475	718,475
2019	380,000	3.00%	342,300	722,300
2020	390,000	3.00%	330,750	720,750
2021	405,000	5.00%	314,775	719,775
2022	425,000	5.00%	294,025	719,025
2023	450,000	5.00%	272,150	722,150
2024	470,000	5.00%	249,150	719,150
2025	490,000	4.00%	227,600	717,600
2026	515,000	4.00%	207,500	722,500
2027	535,000	4.00%	186,500	721,500
2028	555,000	4.00%	164,700	719,700
2029	580,000	4.00%	142,000	722,000
2030	600,000	4.00%	118,400	718,400
2031	625,000	4.00%	93,900	718,900
2032	650,000	4.00%	68,400	718,400
2033	680,000	4.00%	41,800	721,800
2034	705,000	4.00%	14,100	719,100
	\$ 10,000,000		\$ 4,406,184	\$ 14,406,184

Proposed Series 2016 Water Bond - Secondary Water

Year	Principal	Coupon	Interest	Net DS
2017	236,591	5.00%	143,103	379,694
2018	236,591	5.00%	143,103	379,694
2019	236,591	5.00%	143,103	379,694
2020	236,591	5.00%	143,103	379,694
2021	236,591	5.00%	143,103	379,694
2022	236,591	5.00%	143,103	379,694
2023	236,591	5.00%	143,103	379,694
2024	236,591	5.00%	143,103	379,694
2025	236,591	5.00%	143,103	379,694
2026	236,591	5.00%	143,103	379,694
2027	236,591	5.00%	143,103	379,694
2028	236,591	5.00%	143,103	379,694
2029	236,591	5.00%	143,103	379,694
2030	236,591	5.00%	143,103	379,694
2031	236,591	5.00%	143,103	379,694
2032	236,591	5.00%	143,103	379,694
2033	236,591	5.00%	143,103	379,694
2034	236,591	5.00%	143,103	379,694
2035	236,591	5.00%	143,103	379,694
2036	236,591	5.00%	143,103	379,694
Total	\$ 4,731,829		\$ 2,862,055	\$ 7,593,884

Saratoga Springs, Utah

\$10,000,000 Water Revenue and Refunding Bonds

Series April 29, 2014

(Refund Series 2005, 2006, and 2009)

Total Issue Sources And Uses

Dated 04/29/2014 | Delivered 04/29/2014

	Refund 2005	Refund 2006	Refund 2009	New Money	Issue Summary
Sources Of Funds					
Par Amount of Bonds	\$1,215,000.00	\$1,850,000.00	\$640,000.00	\$6,295,000.00	\$10,000,000.00
Reoffering Premium	126,255.90	192,534.55	67,408.75	296,627.65	682,826.85
Transfers from Prior Issue DSR Funds	105,938.39	183,400.95	-	-	289,339.34
Transfers from Prior Issue BCF Funds	-	156,166.00	-	-	156,166.00
Total Sources	\$1,447,194.29	\$2,382,101.50	\$707,408.75	\$6,591,627.65	\$11,128,332.19
Uses Of Funds					
Deposit to Project Construction Fund	-	-	-	6,350,000.00	6,350,000.00
Deposit to Escrow Fund	1,412,558.40	2,338,872.53	692,646.61	-	4,444,077.54
Gross Bond Insurance Premium	7,624.74	11,607.89	3,877.85	48,920.44	72,030.92
Total Underwriter's Discount (0.550%)	6,682.50	10,175.00	3,520.00	34,622.50	55,000.00
Underwriter's Counsel	-	-	-	47,000.00	47,000.00
Rating Agency Fee	4,374.00	6,660.00	2,304.00	22,662.00	36,000.00
Financial Advisor	4,071.46	6,199.35	2,144.64	21,094.55	33,510.00
Surety Bond	3,511.60	5,346.87	1,849.73	18,193.81	28,902.01
Bond Counsel	3,037.50	4,625.00	1,600.00	15,737.50	25,000.00
Miscellaneous	-	-	-	20,590.00	20,590.00
Local Counsel	-	-	-	5,000.00	5,000.00
Travel	425.25	647.50	224.00	2,203.25	3,500.00
Additional Cost of Issuance 1	-	-	-	3,400.00	3,400.00
Trustee & Counsel Fees	-	-	-	2,000.00	2,000.00
Trustee Origination	-	-	-	2,000.00	2,000.00
Rounding Amount	4,908.84	(2,032.64)	(758.08)	(1,796.40)	321.72
Total Uses	\$1,447,194.29	\$2,382,101.50	\$707,408.75	\$6,591,627.65	\$11,128,332.19

Appendix B

Well Operation and Maintenance Memorandum

DATE: August 20, 2012
TO: Jeremy Lapin, P.E.
Saratoga Springs City
FROM: William Bigelow, P.E.
PROJECT: Wells Evaluation
SUBJECT: Operations and Maintenance Recommendations

The purpose of this memo is to provide recommended O&M activities that Saratoga Springs City may consider as a general guideline for all of the City's wells. The underlying assumption of these recommendations is that preventative maintenance is less costly in the long run than emergency maintenance. The following outline shows the typical problems that the City has been having over the past several years, followed by general O&M recommendations.

FREQUENT PROBLEMS

Well Problems

1. Well casings and screens are developing holes from sanding and corrosion problems.
2. Wells are experiencing well screen collapse due to subsidence.
3. Biofouling is showing up in some wells, and it causes decreased well yields.

Pumping System Problems

1. Pumps are failing early due to heavy sand production.
2. Pumps are wearing out due to heavy usage and short life expectancy (3450 RPM vs 1750 RPM pumps)

RECOMMENDED SCHEDULED MAINTENANCE TASKS

Well Maintenance

1. Collecting well data is the first step to maintaining wells.
2. Calculate the specific capacity of each well at least once each month.
3. Collect water level data for each well routinely even when the well is not in service.
4. At least annually, evaluate the specific capacity data for evidence of trends. If specific capacity has dropped more than 15%, investigate the cause.
5. Every time that the pump is pulled for maintenance, do the following:
 - a. Video the well and look for evidence of holes, screens/perforations plugging or biofouling.

Memorandum - Continued

Page 2 of 2

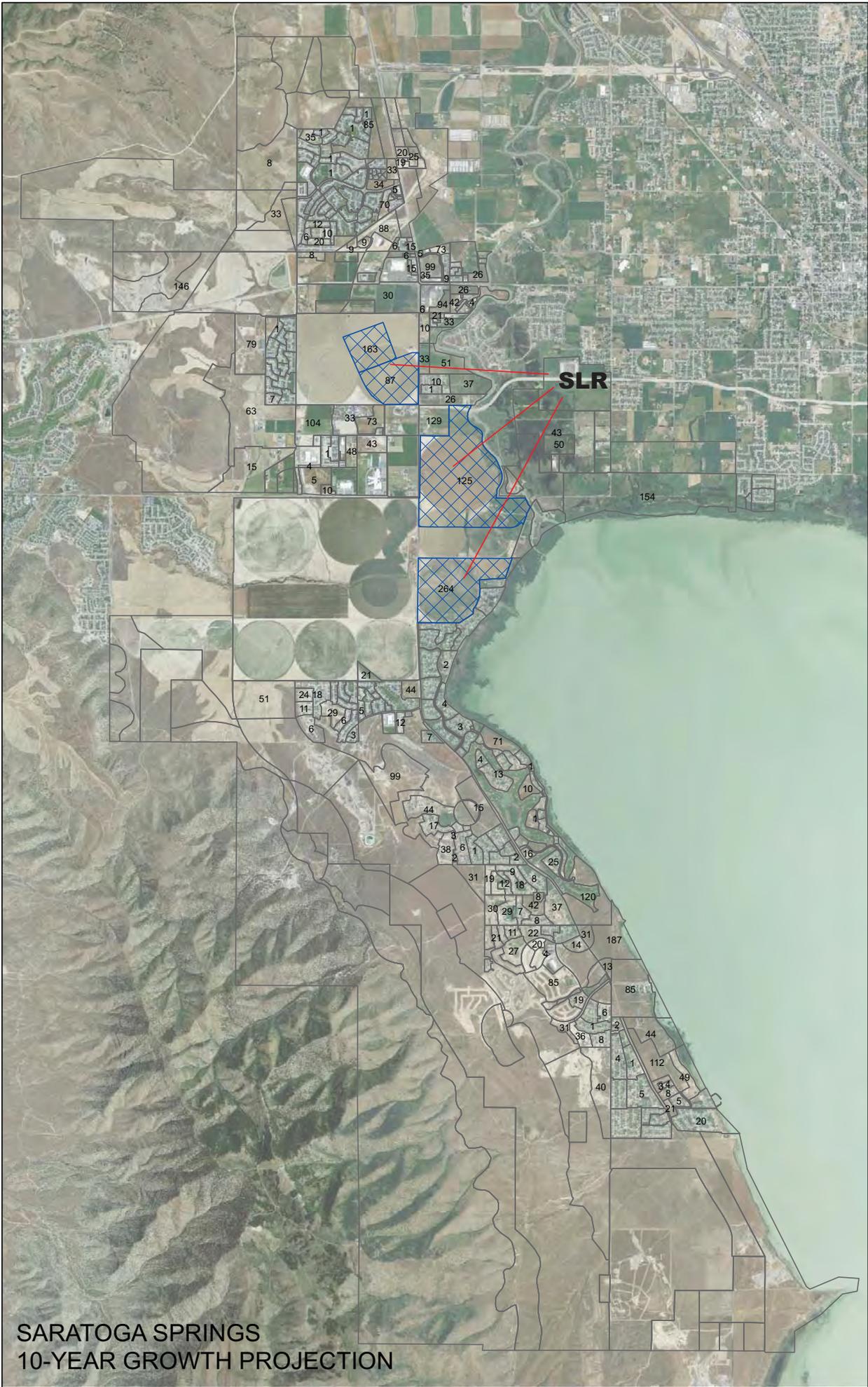
- b. If the well casing needs it, perform scrubbing or brushing to remove rust, scale and biofouling or clogging.
- c. If specific capacity has dropped more than 15%, evaluate whether well re-development or chemical treatment is needed.
- d. If sanding has been an issue, perform aggressive well re-development and gravel pack replenishment to reduce or eliminate sanding. This may take a considerable effort in some wells.
- e. If biofouling is an issue, consider performing chemical treatment to restore the original specific capacity.
- f. If water quality is excessively poor, consider investigating drilling deeper for better water quality or abandoning the well and planning to drill another well where the water quality is better.

Pump Maintenance

- 1. Collecting pump performance is the first step to maintaining pumps.
 - 2. Record as a minimum the following parameters every day when the well is in operation: flow rate, system pressure, amps, and water level.
 - 3. Listen and feel for a change in the pumping system's sound or vibration.
 - 4. Pull every well pump for preventive maintenance every 8 – 10 years if the pump has not been pulled prior to this time. Have the pump disassembled and checked for problems and clearances. If recommended, rebuild or replace the pump.
 - 5. When ordering a new pump, perform a life cycle cost analysis to select the lowest cost pump over the long run.
 - 6. Compare current operating data with previous operating data for evidence of trends.
 - a. If flow is decreasing and amperage is increasing, this could indicate that the pump bearings may be starting to fail.
 - b. If flow is decreasing and amperage is also decreasing, the pump impellers may be worn.
 - c. If water level and flow are decreasing, the well screen/perforations may be clogged or biofouled or the aquifer water level may be dropping.
-

Appendix C

Misc. Supporting Data



SARATOGA SPRINGS
10-YEAR GROWTH PROJECTION

WR Number	Amount Purchased (Acre-Ft)	Amount Paid	Cost per AF	Purchase Date	Use	Seller
CULINARY PURCHASES						
53-1686	150	\$450,000.00	\$3,000.00	4/22/2010	Culinary	L & V Properties
53-1686	75	\$225,000.00	\$3,000.00	6/2/2010	Culinary	L & V Properties
53-1686	225	\$675,000.00	\$3,000.00	5/12/2011	Culinary	L & V Properties
54-623	100	\$350,000.00	\$3,500.00	2007	Culinary	Jeff Neilson
54-623	100	\$275,000.00	\$2,750.00	2/17/2010	Culinary	Jeff Neilson
54-623	39.25	\$113,825.00	\$2,900.00	12/20/2011	Culinary	Jeff Neilson

Total **689.25** **\$2,088,825.00** **\$3,030.58**

WR Number	Amount Purchased (Acre-Ft)	Amount Paid	Cost per AF	Purchase Date	Use	Seller
SECONDARY PURCHASES						
54-1088	15.488	\$54,208.00	\$3,500.00	9/13/2007	Secondary	Darrell & Chris Wendel
59-5851	4.59	\$8,000.00	\$1,742.92	3/6/2008	Secondary	Delvin & Ren Wells
59-5851	18.36	\$32,000.00	\$1,742.92	3/6/2008	Secondary	Gwenda W. Arnold
59-5851	41.31	\$72,000.00	\$1,742.92	3/6/2008	Secondary	Mervyn and De Arnold
55-1849	112.59	\$337,770.00	\$3,000.00	7/29/2009	Secondary	Hal J. Scott Family Trust
55-1849	37.53	\$112,590.00	\$3,000.00	7/28/2009	Secondary	Summit Exchange Service
54-1227	3.672	\$12,852.00	\$3,500.00	7/28/2009	Secondary	Idona Christensen
54-1227	3.672	\$12,852.00	\$3,500.00	7/28/2009	Secondary	Kerkman Fmaily Trust
54-1227	36.72	\$128,852.00	\$3,500.00	7/5/2012	Secondary	Kerkman Fmaily Trust
54-1227	7.344	\$25,204.00	\$3,500.00	7/5/2012	Secondary	Steadman Family Trust
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Bernell Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Craig Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Julia Kerkman
54-1227	3.672	\$12,852.00	\$3,500.00	7/5/2012	Secondary	Hazelann Griffiths

City Council Staff Report

Author: Chelese Rawlings, Finance Manager
Subject: Tentative Budget Document FY 2014-2015
Date: April 29, 2014
Type of Item: Resolution



Summary Recommendation: Staff recommends adopting the City of Saratoga Springs Tentative Budget Document for the fiscal year 2014-15.

Description

A. Topic

The Tentative Budget Document is a working document that is created using the current budget requests and the previous final budget document as a template. This document will be used in determining the composition of the final budget document for fiscal year 2014-2015.

B. Background

The Tentative budget should to be adopted by City Council in April for the fiscal year 2014-2015. This document will be used in budget discussions as a guide for the final budget document. This Tentative Budget Document includes the following sections: Executive Summary, Operating Budgets, and Financial Policies and Objectives.

Two changes are recommended to the document since it was given to the Council on April 1, 2014. These will be included with the final document, but were unknowns until recently.

1. Increase in health insurance of 4%, this increase will be shared with the employee and will be affecting all operating budgets.
2. In Fund 35 (general capital) a line item will need to be created for our portion of the Fire Costs, according to the Utah Division of Forestry, Fire, & State lands our portion of the fire costs are \$51,279.35 (3% of total cost).

C. Analysis

When the City of Saratoga Springs Tentative Budget Document for Fiscal Year 2014-2015 is adopted, it formalizes the City's resolve to remain fiscally and legally responsible.

Recommendation: Staff recommends approval of the resolution adopting the Tentative Budget Document for the fiscal year 2014-15.

RESOLUTION NO. R14-24 (4-29-14)

RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF SARATOGA SPRINGS FOR THE FISCAL YEAR 2014-2015; SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE AMENDMENT OF THE FISCAL YEAR 2014-2015 BUDGET AND ADOPTION OF THE FISCAL YEAR 2014-2015 BUDGET; AND ORDERING THAT NOTICE OF THE PUBLIC HEARING BE PUBLISHED AT LEAST SEVEN DAYS IN ADVANCE.

WHEREAS, Section 10-6-111, Utah Code Annotated, 1953, as amended, requires that the Budget Officer, on or before the first regularly scheduled meeting in May, to present to the City Council for consideration a tentative budget for the next fiscal year; and

WHEREAS, Section 10-6-113, Utah Code Annotated, 1953, as amended, requires that a public hearing should be scheduled to obtain public comment prior to the final budget adoption; and

WHEREAS, Section 10-6-113, Utah Code Annotated, 1953, as amended, requires that the City Council establish the date, time, and place of a public hearing to consider its adoption and to order that notice of the public hearing be published at least seven days prior to the hearing in at least one issue of a newspaper of general circulation published in the county in which the city is located and on the Utah Public Notice Website.

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 adopt the tentative budget for fiscal year 2014-2015 as set forth and attached hereto.
2. A public hearing is hereby scheduled for Tuesday, June 3, 2014 at 7:00 pm at the City Council Chambers at 1307 N. Commerce Drive, Suite 200, in Saratoga Springs, Utah, for the purpose of receiving public comment and input on the tentative municipal budget for the fiscal year 2014-2015 and amendment of the fiscal year 2014-2015 budget.
3. The City Council orders that notice of the public hearing be published at least seven days prior to the June 3, 2014 hearing in a newspaper of general circulation in the county in which the City is located and on the Utah Public Notice Website.

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

Passed this 29th day of April, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date



City Council Staff Report

Authors: Kevin Thurman, City Attorney
Subject: Franchise Agreements for CentraCom Interactive and Avative, LLC
Date: April 29, 2014
Type of Item: Legislative, Policy Decision

Summary Recommendation: Staff recommends approval of the attached ordinances and franchise agreements for CentraCom Interactive and Avative, LLC.

Description:

A. Topic: Franchise agreements for internet service providers (“ISPs”).

B. Purpose: To allow certain ISPs the ability to provide internet services to residents of the City of Saratoga Springs through the use of City roads.

C. Background: Staff has had several companies approach us requesting franchise agreements to provide internet services to City residents by installing fiber optic cables in City roads. Staff brought drafts of ordinances and agreements to the Council on April 1, 2014 for franchise agreements with CentraCom, Avative, and Direct Communications. The Council voted to table the matter to add a few revisions. Staff has worked out the details of the agreements with CentraCom and Avative, and is still negotiating the terms of the agreement with Direct.

D. Analysis: By ordinance, the City may grant permission to companies to provide telecommunications, cable, and internet services to City residents through the use of City roads. This permission comes in the form of a franchise agreement. Federal and state law allow the City to charge franchise fees and/or telecommunications taxes to cable and telecommunication providers that use City roads. However, the law does not allow franchise fees or taxes on “information service” providers such as ISPs.

In lieu of a franchise fee or telecommunications tax, Staff recommends that the City require ISPs to install parallel conduits for the exclusive benefit of the City since they are benefiting from the use of City roads. The attached franchise agreements make this a requirement. Staff recommends approval of the attached franchise agreements and ordinances approving them.

The attached agreements also require the ISPs to acquire an encroachment/excavation permit before they begin construction or excavation in City roads. The permit requires a bond to be posted to guarantee that the road is restored per City standards. This will provide an extra layer of protection for the City to guarantee that damage to the roads is repaired and that the City has a remedy if the damage is not repaired.

After the April 1, 2014 meeting, Staff has been working with Avative and CentraCom on the Council's modifications. Also, Avative's attorney requested additional changes that were mostly clarifications rather than substantive changes. Changes made to the franchise agreements are as follows:

1. Agreement with CentraCom:

- a. Noncompete clause removed; and
- b. Added clarifications that abandonment of the installed conduits does not require franchisee to remove conduits; instead, ownership transfers to City (if City agrees).

2. Agreement with Avative:

- a. Noncompete clause removed;
- b. Added clarifications that abandonment of the installed conduits does not require franchisee to remove conduits; instead, ownership transfers to City (if City agrees);
- c. Term of agreement extended to 10 years;
 - i. Provision added that allows the City to cancel or to renegotiate the franchise if federal or state law changes to allow charging franchise fees or taxes¹; and
- d. Added other non-substantive clarifications.

Proposed Findings:

1. The attached franchise agreements further the public health, safety, and welfare by allowing internet service providers to provide internet services to the residents of the City. Internet services are a vital service to residents.
2. The City is properly requiring parallel conduit to be installed and transferred to the City's ownership because the companies are benefiting from the use of road infrastructure worth millions of dollars that is funded through taxpayer dollars.

Recommendation: Staff recommends that the City Council approve the attached ordinances and franchise agreements.

Staff Review: Kevin Thurman, Mark Christensen, Jeremy Lapin, and Mark Edwards

Attachments: ordinances and franchise agreements for CentraCom Interactive and Avative, LLC.

¹ CentraCom did not want this stipulation, so we left CentraCom's agreement at 5 years

ORDINANCE NO. 14-8 (4-29-14)

AN ORDINANCE GRANTING CENTRAL TELECOM SERVICES, LLC, DBA CENTRACOM INTERACTIVE (“CENTRACOM”), A UTAH LIMITED LIABILITY COMPANY, A NONEXCLUSIVE FRANCHISE TO OPERATE AN INTERNET SERVICES NETWORK IN THE CITY OF SARATOGA SPRINGS, UTAH PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING CENTRACOM’S RIGHTS AND DUTIES

WHEREAS, federal and state law allow for the operation of an internet services network in the City of Saratoga Springs, Utah by franchise agreement; and

WHEREAS, the City of Saratoga Springs and CentraCom desire to enter into a nonexclusive franchise agreement granting to CentraCom the right and privilege to operate an internet services network in Saratoga Springs, Utah; and

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

WHEREAS, on the ___ day of _____ 2014, the City Council held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

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

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

The attached Franchise Agreement between the City of Saratoga Springs and CentraCom is hereby approved; the Mayor is authorized to execute the Agreement on behalf of the City of Saratoga Springs; and CentraCom is granted a nonexclusive franchise to operate an internet services network in Saratoga Springs, Utah, pursuant to the Franchise Agreement.

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

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this ___ day of _____, 2014.

By: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

EXHIBIT “A”

CITY OF SARATOGA SPRINGS AND CENTRACOM FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into as of the ____ day of _____, 2014, by and between the City of Saratoga Springs, Utah (hereinafter “City”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah, and Central Telecom Services, LLLC, dba CentraCom Interactive (“CentraCom”), a Utah Limited Liability Company, with its principal offices at: 35 South State Street, Fairview, Utah 84629.

WITNESSETH:

WHEREAS, the Company desires to provide internet services within the City and in connection therewith to establish an internet services network in, under, along, over, and across present and future rights-of-way of the City, consisting of internet services lines, conduit, fiber, cables, and all other necessary appurtenances (“System” or Internet Services Network); and

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

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

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

**ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE**

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

1.2 Resolution. The City has adopted Ordinance No. ____ (“Ordinance”) granting Company the right to operate an Internet Services Network in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the resolution and this Agreement.

1.4 Grant of Franchise. The Internet Services Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, operate,

repair, maintain, remove, and replace its Internet Services Network on, over, and under the present and future public rights of way in the city in order to provide Internet Services. The franchise does not grant to the Company the right, privilege, or authority to provide antenna or cable television business or telecommunications services, including Voice Over Internet Protocol Service (“VoIP”), and providing of any of these services is strictly prohibited.

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

1.6 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate an Internet Services Network and to otherwise comply with the provisions of this Agreement.

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

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

ARTICLE 2 CONDUIT IN LIEU OF FRANCHISE FEE

2.1 Conduit in Lieu of Franchise Fee. City agrees to not charge Company a franchise fee for allowing Company to use the City's rights-of-way for an Internet Services Network. In lieu of a franchise fee, the Company agrees to install parallel conduits for the exclusive use and benefit of the City (“City Conduit”) when Company installs facilities within the City’s rights-of-way. The City Conduit must be of the same size, quality, and length as the conduit installed by Company for its own purposes pursuant to this Agreement. Upon installation, ownership of the City Conduit shall automatically transfer to the City.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of five (5) years commencing on the effective date of this Ordinance. At the end of the initial five (5) year term of this Agreement, the franchise granted herein shall automatically renew for an additional five year term unless either party provides ninety (90) days’ notice of its intent to terminate this Agreement. At the five year renewal term, the parties shall enter into a new franchise agreement if both parties wish to continue the franchise.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the rights-of-way any and all of its Internet Services Network, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such Internet Services Network is removed to as good a condition as the same was before the removal was effected.

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

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

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

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

(c) Prior to the installation of any of Company's facilities in public utility easements, Company shall provide advance notification to any property owners on whose property the easement is located. Such advance notification shall be at least two days prior to installation of such facilities. Notification shall be made by written notice. Such notification shall set forth the date during which Company will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Company pertaining to any questions or complaints concerning use of the public utility easement by Company. Upon commencement of installation of facilities in a public utility easement, Company shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 42 inches and "bury tape" identifying the utility shall be installed within 1 foot of finished grade, when possible. No trenches or otherwise uncovered areas shall be left open longer than

necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's satisfaction within ten (10) business days of receipt of notice from landowner. Damage to City pipelines resulting from installation or maintenance of the facilities shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City's most recent standards and specifications.

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

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary (in the judgment of the City Manager or his designee) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of public services provided by the use of or through the Company's property (including internet services provided by the Company to the Company's customers),

whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state, or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

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

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

4.6 Guarantee of Work. For work on any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company shall be required, pursuant to City ordinances, policies, and regulations, to obtain an excavation/encroachment permit and post a bond in a form approved by the City to guarantee that the such is restored to its condition prior to Company's work. In addition, Company may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, that said streets, alleys, rights-of-way, or public property continue to meet City standards.

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

4.8 Supervision by the City.

- a. The Company shall construct, operate, and maintain the Internet Services Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.

- b. The Company's Internet Services Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

- a. Unless the Company elects to abandon the Internet Services Network in accordance with Section 11.5 herein, the Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the Internet Services Network when one or more of the following conditions occur:
 - (1) The Company ceases to operate the Internet Services Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
 - (2) The Company fails to construct said Internet Services Network as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure.
 - (3) The Franchise is terminated or revoked pursuant to notice as provided herein.
 - (4) The Franchise expires pursuant to this Agreement.
- b. The removal of any or all of the Internet Services Network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which

in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of City ordinances, regulations, and standards governing the construction of the System in any public street, alley, right-of-way, sidewalk, utility, public improvement, or other public property.

ARTICLE 5 POLICE POWERS

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

ARTICLE 6 SEVERABILITY

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

ARTICLE 7 EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

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

(a) The Company fails to provide the City Conduit as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the City of such failure;

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

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

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

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

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

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in

any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8 NOTICES

8.1 City Designee and Address. The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah 84045, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to (a) Company, LLC, Attention: General Manager; or (b) such other offices as the Company may designate by written notice to the City.

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

ARTICLE 9 INSURANCE AND INDEMNIFICATION

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

9.2 Company Indemnification of City.

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

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. If, in the City's sole judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, or, at the election of City, Company shall provide for City's defense with counsel satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

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

9.4 Insurance. Company shall file a certificate of insurance with the City Risk Manager, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one (1) of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, their officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

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

ARTICLE 10 REMEDIES

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

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may

be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.4 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11 TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

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

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

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

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Manager at the time an assignment or transfer is approved. Such a release also does not relieve the Company from liability incurred prior to said assignment or transfer.

11.5 Abandonment of Facilities by Company. The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned Internet Services Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12 ACCEPTANCE BY THE COMPANY OF FRANCHISE

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

ARTICLE 13 GENERAL PROVISIONS

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

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

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

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect, provided the material terms of the Agreement remain the same. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender

shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

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

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

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

[Signature page follows]

THE CITY OF SARATOGA SPRINGS, UTAH:

Date: _____

Jim Miller, Mayor

ATTEST:

Date: _____

Lori Yates, City Recorder

CENTRAL TELCOM SERVICES, LLC, DBA CENTRACOM INTERACTIVE

Date: _____

By: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of Central Telcom Services, LLC, DBA CentraCom Interactive, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

ORDINANCE NO. 14-9 (4-29-14)

AN ORDINANCE GRANTING AVATIVE, LLC, AN UTAH LIMITED LIABILITY COMPANY, A NONEXCLUSIVE FRANCHISE TO OPERATE AN INTERNET SERVICES NETWORK IN THE CITY OF SARATOGA SPRINGS PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING AVATIVE, LLC'S RIGHTS AND DUTIES.

WHEREAS, federal and state law allow for the operation of an Internet services network in the City of Saratoga Springs, Utah by franchise agreement; and

WHEREAS, the City of Saratoga Springs and Avative, LLC desire to enter into a nonexclusive franchise agreement granting to Avative, LLC the right and privilege to operate an Internet services network in Saratoga Springs, Utah; and

WHEREAS, the City and Avative, LLC have negotiated a nonexclusive franchise agreement setting forth Avative, LLC's rights and duties with respect to its operation of a network in Saratoga Springs, Utah (a copy of which is attached hereto as "Exhibit A"); and

WHEREAS, on the ___ day of _____ 2014, the City Council held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

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

NOW THEREFORE, be it ordained by the City Council of the City of Saratoga Springs, Utah, as follows:

1. The attached Franchise Agreement between City of Saratoga Springs and Avative, LLC is hereby approved; the City Manager is authorized to execute the Agreement on behalf of City of Saratoga Springs; and Avative, LLC is granted a franchise to operate a network in Saratoga Springs, Utah, pursuant to the Franchise Agreement.
2. This ordinance shall take effect immediately upon publication as required by Utah law.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 15th day of October, 2013.

By: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

EXHIBIT "A"

**CITY OF SARATOGA SPRINGS AND AVATIVE, LLC
INTERNET SERVICES FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (hereinafter "**Agreement**") is entered into as of the ____ day of _____, 2014, by and between the City of Saratoga Springs, Utah (hereinafter "**City**"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah, and Avative, LLC, an Utah limited liability company (hereinafter "**Company**"), with its principal offices at: 1304 N Redwood Road, Suite 115, Saratoga Springs, UT 84045.

WITNESSETH:

WHEREAS, the Company desires to provide internet services within the City and in connection therewith to establish an internet services network in, under, along, over, on and across present and future rights-of-way of the City, consisting of internet services lines, cables, conduits and all necessary appurtenances (the "**System**"); and

WHEREAS, the City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to operate an internet services System in the City (the "**Franchise**").

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

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

**ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE**

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

1.2 Resolution. The City has adopted Ordinance No. ____ ("**Ordinance**") granting Company the right to operate an internet services System in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the resolution and this Agreement.

1.3 Grant of Franchise. The internet services Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, and replace its internet services System (i.e., conduits, cables and necessary appurtenances) on, in, over, under, along and across the present and future public rights-of-way in the City in order to provide such internet services to the City's citizens. The Franchise does not grant to the Company the right, privilege, or authority to provide antenna or cable television business or telecommunications services, including Voice Over Internet Protocol Service ("VoIP"), and providing of any of these services is strictly prohibited. Both Parties acknowledge and agree that all such internet services to be provided by the Company over private property to citizens' residences, including all line work to such residences, shall be the subject of separate agreements between the Company and such homeowners or homeowner associations.

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

1.5 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate an internet services System and to otherwise comply with the provisions of this Agreement.

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

1.7 Pole Attachments. The Franchise does not grant Company the right to use City poles, conduits, or other facilities; provided, however, that the City shall be entitled to use the Company's conduits as explained below. Any Company use of such facilities (City conduits, in particular) shall be governed by separate agreement in the future.

1.8 Prior Installations. This Agreement and the Franchise hereby "grandfather in" the Company's prior internet services network/System previously installed in the Pelican Bay and the Harbor Bay neighborhoods, as-is, both of which System builds shall be subject to applicable provisions of this Agreement going forward.

1.9 Build Sign-off List. The City agrees to place the Company on the City's construction build sign-off list with respect to future developments where the City knows that the Company is already installing its System or plans to do so.

ARTICLE 2 FRANCHISE FEE

2.1 Franchise Fee; Conduit Credit. City agrees to not charge Company a franchise fee for allowing Company to use the City's rights-of-way for its internet services System. In lieu

of a franchise fee, the Company agrees to install parallel conduits wherever it installs its own conduits for the System for the exclusive benefit of the City along the public right-of-way but excluding all lateral lines running generally perpendicular from the right-of-way conduits installed by the Company to residential structures. Such City conduits must be of the same size, quality, and length as the conduits installed by Company for its System pursuant to this Agreement. Upon installation, said conduits shall automatically transfer to the ownership of City. Electronic as-built files of the installed conduits shall be provided to City at the completion of each project built with each excavation/encroachment permit. The parties also agree to amend this Agreement should changes to federal or state law permit City to charge franchise fees and/or taxes on the Company for providing the internet services

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal; Statutory Compliance. The Franchise granted to Company shall be for a period of ten (10) years, commencing on the effective date of this Ordinance. At the end of the initial ten (10) year term of this Agreement, the Franchise granted herein shall automatically renew for up to three (3) additional five (5) year terms unless either party provides 90 days' notice of its intent to terminate this Franchise prior to the end of each term. . At the end of the final term, the parties shall enter into a new franchise agreement if both parties wish to continue the franchise. Notwithstanding the foregoing renewal provisions, the Parties agree to amend this Agreement at any time it becomes necessary to modify the same in order to comply with any new federal or state laws or regulations governing the provision of internet services. The parties also agree to amend this Agreement should changes to federal or state law permit City to charge franchise fees and/or taxes on the Company for providing the internet services.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the rights-of-way any and all of its System, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good a condition as the same was before the removal was effected. Alternatively, the Company may elect to donate all or a part of its System to the City, and in the event of a non-removal, or a partial removal that does not damage the City's Rights-of-Way, the Company shall be deemed to have donated the remaining System elements to the City and shall have no restoration obligation.

3.3 Rights of City Upon Expiration or Revocation. Upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means

of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto Franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

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

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

(a) The Company shall have the right to use the public rights-of-way within the City to construct and maintain its System subject to the conditions set forth in this Agreement; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, City property, or other recreational area currently existing or developed in the future without a permit from the City Representative for each separate "build plan" phase bringing the System to one or more defined neighborhoods. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose.

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission is obtained for each build plan phase and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

(c) Prior to the installation of any of Company's facilities in public utility easements, Company shall provide advance notification to any property owners on whose property the easement is located. Such advance notification shall be at least two days prior to installation of such facilities. Notification shall be made by personal contact or telephone AND by written notice. Such notification shall set forth the date during which Company will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Company pertaining to any questions or complaints concerning use of the public utility easement by Company. Upon commencement of installation of facilities in a public utility easement, Company shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 42 inches and "bury tape" identifying the utility shall be installed within 1 foot of finished grade. No trenches or otherwise uncovered

areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's satisfaction within 5 business days of receipt of notice from landowner. Damage to City pipelines resulting from installation or maintenance of the facilities shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City's most recent standards and specifications.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, the City shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary (in the judgment of the City Manager or his designee) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property

and/or (b) interruptions of public services provided by the use of or through the Company's property (including internet services provided by the Company to the Company's customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's customers, or third parties, unless any such claim or liability arises out of or in connection with a breach by the City of any obligation under this Agreement or any willful misconduct or negligent or otherwise tortious act of the City of any of its officers, employees or agents, consistent with Article 9 below. If, however, the City requests emergency funding reimbursement from federal, state, or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

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

4.5 Electronic As-Built Files. Electronic as-built files of the installed conduits shall be provided to City at the completion of each project built with each excavation/encroachment permit.

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

4.7 Guarantee of Work. For work on any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company shall be required, pursuant to City ordinances, policies, and regulations, to obtain an excavation/encroachment permit and post a bond in a form approved by the City to guarantee that the such is restored to its condition prior to Company's work. In addition, Company may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, that said streets, alleys, rights-of-way, or public property continue to meet City standards.

4.8 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are

reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.9 Supervision by the City.

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

4.10 Company's Duty to Remove Its Network.

- a. Unless the Internet Services Network is abandoned in accordance with Section 11.5 herein, the Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the System when one or more of the following conditions occur:
 - (1) The Company ceases to operate the System for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
 - (2) The Company fails to construct said System as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure.
 - (3) The Franchise is terminated or revoked pursuant to notice as provided herein.
 - (4) The Franchise expires pursuant to this Agreement.
- b. The removal of any or all of the System by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and

shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

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

4.12 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of City ordinances, regulations, and standards governing the construction of the System in any public street, alley, right-of-way, sidewalk, utility, public improvement, or other public property.

ARTICLE 5 POLICE POWERS

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

ARTICLE 6 SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or Chapter 6.03 of the City Code is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its entitlement to the second conduit in its rights-of-way in lieu of the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards. For the Company, "material consideration" is

its ability to use the Rights-of-Way for internet services purposes in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards.

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

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

(a) The Company fails to honor its second conduit Franchise obligation as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the City of such failure;

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

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

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

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

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

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

ARTICLE 8 NOTICES

8.1 City Designee and Address. The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah 84045, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to (a) Company, LLC, Attention: Sterling Jacobson; or (b) such other offices as the Company may designate by written notice to the City.

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

ARTICLE 9 INSURANCE AND INDEMNIFICATION

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

9.2 Company Indemnification of City.

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

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. If, in the City's sole judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, or, at the election of City, Company shall provide for City's defense with counsel satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

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

9.3 Insurance. Company shall file a certificate of insurance with the City Risk Manager, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one (1) of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, their officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty

(30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.4 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City. In the event any claim is made against the City that falls under these indemnity provisions and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof, subject to the limitations set forth in Sections 9.1 and 9.2 above. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

ARTICLE 10 REMEDIES

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

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

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

10.4 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11 TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may, without the City's prior approval, fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

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

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

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

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

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

11.5 Abandonment of Facilities by Company. The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned System shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12 ACCEPTANCE BY THE COMPANY OF FRANCHISE

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

ARTICLE 13 GENERAL PROVISIONS

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

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

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

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

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

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with

respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

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

THE CITY OF SARATOGA SPRINGS, UTAH:

Date: _____

Mark Christensen, City Manager

ATTEST:

Date: _____

Lori Yates, City Recorder

AVATIVE, LLC

Date: _____

Sterling Jacobson, Manager

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ___ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared Sterling Jacobson, known or identified to me to be the Manager of Avative, LLC, an Utah limited liability company, and the person whose name is subscribed to the within instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Utah
Residing at: _____
My commission expires: _____



City Council Staff Report

Authors: Kevin Thurman, City Attorney
Subject: Settlement Agreement with Capital Assets
Date: April 29, 2014
Type of Item: Legislative, Policy Decision

Summary Recommendation: Staff recommends approval of the attached settlement agreement.

Description:

A. Topic: Settlement agreement consideration.

B. Purpose: To resolve the pending lawsuit against the City filed on December 3, 2013 (Case No. 130300188, Fourth District Court of Utah).

C. Background: This matter and the proposed settlement agreement pertain to Plat 17 of Saratoga Springs Development (“Green Springs”). The owner of the property, Capital Assets, filed a lawsuit against the City on December 3, 2013 alleging a takings claim and violation of vested rights. The City and Capital Assets have been working towards settling the lawsuit while meeting the current City Code requirements. After much negotiation and discussion, the parties have reached a consensus, and would like to receive final approval from the City Council.

D. Analysis:

1. *Development Proposals.*

Capital Assets’ predecessor originally applied to develop 77 townhomes and single family homes on Plat 17 of the Saratoga Springs Development in 2008. Staff determined that the plans met all requirements of the City Code and applicable development agreements. Capital Assets acquired the project and renewed the application in 2011. Very little was changed from the original application.

After feedback from staff, the public, and the Council, the applicant revised its plans and submitted plans for a 77-unit townhome development with mansion-style townhomes. The mansion-style townhomes matched the style of homes already in the area. On September 27, 2012, Capital Assets received preliminary plat approval from the Council. As part of that

approval, the Council approved a rezone of the property from PUD R-3 to PUD R-6. Final plat approval for Phase 1 (16 townhome units, four buildings) was granted on November 5, 2013 and included 16 mansion-style townhomes. These approvals are still valid.

Upon final approval by the Council of this settlement agreement, Capital Assets has agreed to develop 40 single-family lots on minimum lot sizes of 10,000 square feet. The details of the settlement agreement are in paragraph D.3. of this report.

2. Legal Proceedings.

Beginning in late 2011, several lawsuits were filed, two decisions by the Property Rights Ombudsman were issued, and two voter propositions were filed and approved. First, following preliminary plat approval of the plans, the residents filed a lawsuit challenging the decision as not meeting the City's Code and claiming that the City had violated the Open and Public Meetings Act. That lawsuit was later dismissed.

Second, Capital Assets filed a Request for Advisory Opinion with the Utah Property Rights Ombudsman. On March 29, 2012, the Advisory Opinion was issued indicating that the MDA and Amended MDA were still valid and the Developer had the vested right to develop 77 attached units on Plat 17 (even though Capital Assets was only proposing to develop 27 attached units). After receiving a Request for Reconsideration filed by an attorney representing some of the residents, the Ombudsman issued a Response to the Request for Reconsideration on February 5, 2013. In the response, the Ombudsman clarified that the original MDA and amended MDA granted the vested right to develop 77 units despite the fact that the original MDA was expired, the amended MDA was not signed, and the PUD Overlay Zone was not officially added to the zoning map until 2012.

Third, the residents filed two voter propositions: one challenging the rezone of Plat 17 (Proposition 3, Referendum); and one placing caps on housing types in the City including attached townhomes (Proposition 6, Initiative). There were several lawsuits that ensued from the referendum. Eventually the Supreme Court determined that the referendum was valid, and the City subsequently placed the referendum on the 2013 ballot. Both propositions passed during the 2013 elections. Although the referendum overturned the rezone decision, the referendum did not remove the ability to develop 77 townhome units. This is because the PUD R-3 zone still allows attached housing, including multi-family. *Land Development Code § 19.07.05* ("single family and multi-family residential developments are permitted").

Finally, Capital Assets filed a lawsuit in the Fourth District Court on December 3, 2013. The lawsuit, among other things, alleged a takings claim in violation of the 5th and 14th Amendments of the Constitution and a violation of vested rights.

3. Settlement

Shortly after the lawsuit was filed, Capital Assets and the City discussed a proposed settlement. In light of the uncertainties with the lawsuit, the vested rights of the applicant, and the effect of the propositions, the City and Capital Assets agreed that settling this matter was the best course for both parties. As a result, after multiple discussions with City and

modifications to the settlement proposal, Capital Assets has agreed to the attached settlement agreement. Following is a summary of the pertinent provisions:

- City approves 40 single family lots with minimum lot sizes of 10,000 sq. ft.;
- Capital Assets improves 1.134 acres of open space—0.384 acres as detention basins with sod and .75 acres in the golf course area as native grass;
- Capital Assets improves .008 acres of open space as entry features at the two entrances of Plat 17 from Centennial Boulevard;
- City allows the open space above to meet its open space requirements;
- Capital Assets agrees to dismiss the lawsuit and withdraw the Request for Advisory Opinion; and
- Both parties agree to release the other for all claims.

The settlement agreement is very favorable to the City as Plat 17 will now be developed with single-family lots that meet the size requirements of the R-3 zone (10,000 square feet). The lots range in size from 10,004 square feet to 15,029 feet. This is highly beneficial because the current zone for the property allows multi-family (including townhomes). Also, the application for the mansion-style townhomes was filed before Proposition 6 (General Plan amendments) and Capital Assets has a current final plat approved for the mansion-style townhomes. The referendum did not overturn this approval because, even with the PUD R-3 zone, townhomes are still a permitted use. Thus, without the settlement agreement, Capital Assets could choose to record the final plat and develop the mansion-style townhomes.

In addition, the City benefits because Capital Assets is improving an open space area that is currently unimproved and is an eyesore for the residents of this area. Finally, the City avoids a lawsuit, litigation costs, and possible damages if unsuccessful. As stated in the City Council Staff Report for the Preliminary Plat, staff believes that the proposal meets the City Code for various reasons. Thus, without violating the Code, the City is obtaining a resolution to the lawsuit.

This settlement agreement is beneficial to Capital Assets as Plat 17 can now be recorded and the property may be developed. Also, Capital Assets avoids the time and expense of litigation.

Recommendation: Staff recommends that the City Council approve the attached settlement agreement and authorize the City Manager to sign the settlement agreement.

Staff Review: Kevin Thurman, Mark Christensen, and Planning Department

Attachments: Settlement Agreement, Complaint (lawsuit), Section 19.07.05, Ombudsman's February 5, 2013 letter, and approved plat

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Capital Assets Income Fund I, Capital Assets 401(K) Plan, Prisbrey Investment Company, PRM Investment Company, Ren Enterprises, LLC, and Capital Assets Financial Services, a Utah Limited Liability Company (collectively "Capital Assets"), and the City of Saratoga Springs, a municipality and political subdivision of the State of Utah ("City"), hereby enter into this Settlement Agreement and General Release of All Claims (the "Agreement") as of this ____ day of _____, 2014, for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the considerations set forth below.

1. Intent of the Parties. There is a dispute between the parties to this Agreement regarding the development of Plat 17 of the Saratoga Springs Development in Saratoga Springs, Utah, which resulted in the filing of a lawsuit currently pending in the Fourth Judicial District Court for Utah County, State of Utah, Civil No. 130300188, and which resulted in the filing of the Request for Advisory Opinion with the Utah Property Rights Ombudsman dated December 2, 2013 (collectively the "Litigation"). Without waiving or conceding their respective positions in the Litigation, it is the intent and purpose of the parties of this Agreement to fully settle, compromise, and resolve all claims and controversies between them arising out of or in any way referring or relating to the Litigation.

2. Specific Terms of Settlement.

- a. The City shall grant preliminary and final approval of Plat 17 subject to the following conditions:
 - (i) City shall grant approval for 40 single family lots with minimum lot sizes of 10,000 square feet as specified in the Preliminary Plat recommended by the Planning Commission for approval on _____, 2014.
 - (ii) Capital Assets shall improve approximately 1.134 acres of open space, which shall consist of approximately 0.134 acres as detention basin within Plat 17 with sod and irrigation and approximately 0.25 acre offsite detention with sod and irrigation on the portion of Parcel 59:001:0071 that is adjacent to the southeastern portion of Plat 17. In addition to the detention basin offsite Capital Assets shall improve approximately 0.75 acres of open space on the portion of Parcel 59:001:0071 that is adjacent to the southeastern portion of Plat 17 in native grass. City shall have no ownership or maintenance obligations of this open space.
 - (iii) Capital Assets shall improve approximately 0.008 acres of open space as entry features at the two entrances to Plat 17 from Centennial Boulevard.

- (iv) City shall give 0.657 acres of open space credit for the golf course that was previously installed by Capital Assets' predecessors-in-interest.
 - (v) City shall allow the open space above to meet the open space required for Plat 17 under the City's Land Development Code.
- b. Capital Assets shall follow all other City ordinances, standards, and regulations ("City Regulations") with respect to the development of Plat 17 in effect as of August 5, 2008, the date of the original application by Capital Assets' predecessor-in-interest, provided that the City Regulations do not adversely impact Capital Assets' rights under this Agreement.
- c. If the City Council does not grant approval of Plat 17 as provided in this Section 2, this Agreement shall become null and void.

3. Dismissal of Litigation. Upon final approval of Plat 17 and recordation of the Plat, a Stipulation, Motion, and Order of Dismissal will be executed by counsel for Capital Assets and the City and filed in the Fourth Judicial District Court for Utah County in Civil No. 130300188 dismissing the lawsuit with prejudice and upon the merits with all parties to bear their own costs and attorney's fees and those Capital Assets shall not pursue the Request for Advisory Opinion and shall immediately withdraw said Request upon recordation of said plat.

4. Credit for 77 paid sewer connections. Capital Assets has already paid the City of 77 sewer connections. The City shall issue a credit for 40 sewer connections for each of the 40 homes built in the subdivision. The City will issue a general credit for the remaining 37 lots of \$1500 per lot (\$55,500) which shall offset the cost of the first \$55,500 of any other building, developing or water fees charged by the City.

5. Mutual General Release of All Claims. As part of this Agreement, Capital Assets and the City, for and on behalf of themselves and their respective owners, officers, employees, agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge each other, together with their officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way connected with the Litigation. It is the intent of Capital Assets and the City to fully and completely release each other from any and all claims in any way related to the subject matter of the Litigation.

6. Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

8. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

9. Time of Essence. Time is the essence of this Agreement and every provision hereof.

10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

11. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

12. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified, and that the entity being bound has duly authorized execution of this Agreement according to law and its charter documents.

13. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

14. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.

CAPITAL ASSETS INCOME FUND I

By Alma Hansen
Its S.V.P.

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 22ND day of April, 2014, before me personally appeared Alma Hansen, S.V.P. of Capital Assets Income Fund I known to me to be the person who executed the Settlement Agreement and General Release of

Mark Christensen, City Manager

Attest:

Lori Yates, City Recorder

PRM INVESTMENT COMPANY

By _____
Its _____

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2014, before me personally appeared _____ of PRM Investment Company known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

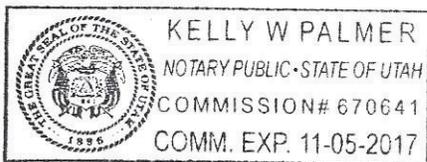
Notary Public

REN ENTERPRISES, LLC

By Robert E Nash
Its Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 22nd day of April, 2014, before me personally appeared Robert E Nash, Manager of REN Enterprises, LLC known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.



Kelly W Palmer
Notary Public

Bruce R. Baird (#00176)
Bruce R. Baird PC
2150 South 1300 East, Fifth Floor
Salt Lake City, Utah 84106
Telephone: (801) 328-1400
Email: bbaird@difficultdirt.com

Attorney for Plaintiffs

**IN THE FOURTH DISTRICT COURT, PROVO
IN AND FOR UTAH COUNTY, STATE OF UTAH**

CAPITAL ASSETS INCOME FUND I,
CAPITAL ASSETS 401(K) PLAN,
PRISBREY INVESTMENT COMPANY,
PRM INVESTMENT COMPANY, AND REN
ENTERPRISES, LLC, and CAPITAL ASSETS
FINANCIAL SERVICES, a Utah corporation,

Plaintiffs,

v.

CITY OF SARATOGA SPRINGS, a Utah
municipal corporation,

Defendant.

COMPLAINT

(JURY DEMANDED)

Case No. _____

Judge _____

Comes now the Plaintiffs, CAPITAL ASSETS INCOME FUND I, CAPITAL ASSETS 401(K) PLAN, PRISBREY INVESTMENT COMPANY, PRM INVESTMENT COMPANY, AND REN ENTERPRISES, LLC, and CAPITAL ASSETS FINANCIAL SERVICES, by and through their counsel, Bruce R. Baird, and hereby complain and allege against the Defendant as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Capital Assets Income Fund I is a Utah corporation.
2. Plaintiff Capital Assets 401(k) Plan is a trust under the laws of Utah.
3. Plaintiff Prisbrey Investment Company is a Utah family limited partnership.
4. Plaintiff PRM Investment Company is a Utah family limited partnership.
5. Plaintiff REN Enterprises, LLC, is a Utah limited liability company.
6. Plaintiff Capital Assets Financial Services is a Utah corporation (“Capital Assets”).
7. Defendant City of Saratoga Springs, is a Utah municipal corporation located in Utah County, State of Utah (“Saratoga”).
8. The causes of action and claims for relief set forth within this Complaint arose within the boundaries of Utah County, State of Utah.
9. The court has jurisdiction over the causes of action and claims for relief set forth within this Complaint pursuant to Utah Code Ann. § 78A-5-102 and § 78B-6-408.
10. Venue is proper for this case pursuant to Utah Code Ann. § 78B-3-301.

GENERAL ALLEGATIONS

11. Capital Assets Income Fund I, Capital Assets 401(k) Plan, Prisbrey Investment Company, PRM Investment Company, and REN Enterprises, LLC are herein referred to collectively as “Owners”.
12. Owners and Capital Assets are herein referred to as, collectively, “Developers”.
13. Owners and Capital Assets, collectively, are the owners and developers of the property commonly referred to as Green Springs Manor or “Plat 17” (“Property”) located at

approximately 1855 South Centennial Boulevard within the City of Saratoga Springs (“Saratoga”).

14. On November 13, 2012, the City Council specifically found when adopting Ordinance 12-17 as follows:

- 1 The Master Development Agreement [related to the entire project of which the Property was a part] was approved on April 13, 2000.
- 2 The Amended Master Development Agreement was approved on December 14, 2004.
- 3 The zoning map has shown the property as R-6 since February 2007.
- 4 The General Plan has shown the property as medium density (4–14 units per acre) since 2004.
- 5 City staff has told the current developer he was entitled to 77 units for the past two years.

15. Relying on the zoning map, general plan and personal conversations with staff of Saratoga, in July of 2007 Capital Assets loaned a third-party approximately \$3.1 million for the re-finance and development of the Property secured by a deed of trust.

16. Owners then acquired title to the Property through foreclosure on September 25, 2009.

17. Relying on the factual history above Capital Assets acting as the developer for the Owners has spent considerable amounts of time and money over several years preparing and processing a Preliminary Plat, Site Plan and Development Agreement for the Green Springs Manor development.

18. Capital Assets’ total development expenditures in reliance on Saratoga’s representations regarding the development of the Property exceed \$200,000.

19. On March 29, 2012 the State of Utah's Property Rights Ombudsman issued an Advisory Opinion that the development of the Property proposed by Developers was "conditionally vested" with development rights pursuant to Section 10-9a.-509.5, U.C.A., with the only "condition" being that the "owner must submit a subdivision plat that complies with the [Amended Master Development Agreement]".

20. Because of a concern that there was a technical deficiency in the zoning that Saratoga had represented by official documents and verbal conversations the Property to have a petition was filed to re-zone the Property to that classification which Saratoga had represented it to already have.

21. On September 27, 2012, the re-zoning petition was heard by the City Planning Commission, and the Commission made a unanimous recommendation to the City Council that the petition be approved.

22. On November 13, 2012, the rezoning petition was heard and approved by the City Council as Ordinance 12-17, and the Property was rezoned from R-3 PUD to R-6 PUD; i.e., what Saratoga had always said it was zoned and what Plaintiffs had detrimentally relied upon.

23. The Preliminary Plat, Site Plan and Development Agreement fulfilled the "conditions" of the vesting before the Amended Master Development Agreement expired by its own terms on December 14, 2012.

24. On or about November 15, 2012, certain citizens ("Sponsors") filed an Application for Initiative or Referendum ("Referendum Petition") with Saratoga seeking to repeal or reverse Saratoga's approval of the rezoning and subject it to a vote of the citizens.

25. On June 4, 2013 the Fourth District Court held that the rezoning of the Property was not the proper subject of a referendum.

26. On July 16, 2013 Saratoga approved a Final Plat, consistent with the Preliminary Plat that had been approved on November 13, 2012, for Phase 1 of the Green Springs Manor development on the Property.

27. On August 23, 2013 the Utah Supreme Court, responding to a Petition for Extraordinary Relief, ordered that the referendum question be placed on the general election ballot.

28. The Court has not issued any written opinion and thus it is not known at this time if the Court has actually and finally determined that Saratoga's re-zoning of the Property was the proper subject of a referendum.

29. That referendum, known as Proposition 3 on the ballot, was passed by the voters on November 5, 2013.

30. Because this situation is unique and is not specifically dealt with in Saratoga's Land Development Code it is unclear which if any administrative remedies of Saratoga are applicable.

31. To avoid any claim that Plaintiffs have failed to exhaust such remedies or that this action may be rendered untimely while any such remedies, if they exist, are being pursued Plaintiffs are simultaneously filing this action and a request to Saratoga to exercise any administrative remedies that may be available and, at the same time, seeking an Advisory Opinion from the Office of the Property Rights Ombudsman for the State of Utah.

FIRST CLAIM FOR RELIEF – DECLARATORY JUDGMENT

(Referendum)

Plaintiffs hereby incorporate by reference Paragraphs 1 - 31.

32. The Developers are entitled to a declaratory judgment that Saratoga's rezoning of the Property was not subject to a citizen referendum petition and, therefore, that Developers may develop the Property in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.

SECOND CLAIM FOR RELIEF – DECLARATORY JUDGMENT

(Vesting)

Plaintiffs hereby incorporate by reference Paragraphs 1 - 31.

33. The Developers are entitled to a declaratory judgment that the Property was vested for development rights pursuant to Section 10-9a-509.5, U.C.A., and thus the adoption of Proposition 3 does not prohibit the Property from being developed in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.

THIRD CLAIM FOR RELIEF – DECLARATORY JUDGMENT

(Estoppel)

Plaintiffs hereby incorporate by reference Paragraphs 1 - 31.

34. The Developers are entitled to a declaratory judgment that Saratoga is estopped from prohibiting the Property from being developed in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.

FOURTH CLAIM FOR RELIEF

(Takings)

Plaintiffs hereby incorporate by reference Paragraphs 1 - 31.

35. To the extent that Developers have the right to develop the Property in conformity with the Preliminary Plat, Site Plan and Development Agreement and if such rights are denied by Saratoga then Saratoga will have taken the economically beneficial rights to the Property and, pursuant to both the Fifth Amendment to the Constitution of the United States of America made applicable to the States by the Fourteenth Amendment and, also, Article I, Section 22 of the Constitution of the State of Utah, Saratoga owes the Plaintiffs just compensation in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, Plaintiffs request relief from the Court against the Defendant as follows:

1. **On the First Claim for Relief**, for an order of the Court declaring that Saratoga's rezoning of the Property was not subject to a citizen referendum petition and, therefore, that Developers may develop the Property in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.

2. **On the Second Claim for Relief**, for an order of the Court declaring that the Property was vested for development rights pursuant to Section 10-9a-509.5, U.C.A., and thus the adoption of Proposition 3 does not prohibit the Property from

being developed in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.

3. **On the Third Claim for Relief**, for an order of the Court declaring that Saratoga is estopped from prohibiting the Property from being developed in conformity with the Preliminary Plat, Site Plan and Development Agreement approved by the City on November 13, 2012.
4. **On the Fourth Claim for Relief**, to the extent that Developers have the right to develop the Property in conformity with the Preliminary Plat, Site Plan and Development Agreement and if such rights are denied by Saratoga for a determination that Saratoga will have taken the economically beneficial rights to the Property and, pursuant to both the Fifth Amendment to the Constitution of the United States of America made applicable to the States by the Fourteenth Amendment and, also, Article I, Section 22 of the Constitution of the State of Utah, and that Saratoga owes the Plaintiffs just compensation in an amount to be determined at trial.
5. **On all Claims for Relief**, for such other and further relief as the Court may deem appropriate including, to the extent provided by law, for attorney's fees.

JURY DEMAND

The Plaintiffs hereby demand a jury trial on any of the issues that may be triable to a jury.

DATED this 3rd day of December, 2013.

BRUCE R. BAIRD PC
Attorney for Plaintiffs

/s/ Bruce R. Baird

19.07.02. PUD Definition and Design Compatibility.

1. **Definition.** A PUD is a master planned, architecturally-designed development for which the regulations of the underlying zone, in which the development is situated, may be modified to allow flexibility and initiation in site and structure design and location. A PUD may only be developed if the property has already been vested in accordance with 19.07.01 above.
2. **Design Standards.** A PUD development shall be planned with a common architectural design theme that provides variety with architectural compatibility, rather than an aggregation of individual, unrelated structures located on separate, unrelated lots. Mixed uses (multi-family and single family) are encouraged and allowed and shall still provide integrated architectural designs and styles

19.07.03. General PUD Standards.

1. Substantial compliance with the overlay zone regulations and other provisions of this Chapter in requiring adequate standards related to the public health, safety, and general welfare shall be observed, without unduly inhibiting the advantage of large scale Site Planning for residential and related purposes.
2. Even if property has already been vested with a PUD overlay rezone as provided in 19.07.01 above, submitting an application for PUD approval does not guarantee the property owner the right to exercise the provisions of this Chapter. PUDs shall be recommended for approval by the City Council only if, in their judgment, the proposed PUD fully meets the intent, purposes, and requirements of the Land Development Code.

19.07.04. Underlying zones.

1. The PUD Overlay Zone provides an additional layer of land use provisions in addition to those in the underlying zone. In the event of a conflict with the provisions of the underlying zone or other chapters or sections of this Title, the provisions of this Chapter shall take precedence regardless of which provision is more restrictive.
2. The PUD provisions shall be used in combination with existing conventional zones as designated in the City Code. The PUD Overlay Zone is not an independent zone exclusive of the underlying zone. The underlying zone provisions shall apply except when in conflict with this Chapter. Property which is vested with a PUD Overlay Zone shall be developed only in conformance with an approved PUD plan.

19.07.05. Permitted and Conditional Uses.

1. Uses permitted in PUD project areas shall be limited to those listed as permitted uses in the provisions of the underlying zone with which the PUD zone has been combined, except that single family and multi-family residential developments are permitted.



GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

State of Utah
Department of Commerce

OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

February 5, 2013

Kevin E. Anderson
Anderson Call Wilkinson, P.C.
2400 University Club Building
136 East So. Temple, Ste 2400
Salt Lake City, Utah 84111

RE: Request for Reconsideration – Rob Haertel Advisory Opinion

Dear Mr. Anderson,

Several weeks ago this Office received from you a request that we reconsider our Advisory Opinion dated March 29, 2012 concerning Plat 17 of the Green Springs Project (the “Advisory Opinion”). In response to that request, this Office issued a letter dated August 20, 2012 indicating that it appeared that some information relied upon in the Advisory Opinion was in error, and inviting the parties to submit information and arguments as to whether that error necessitated reconsideration of the Opinion. All parties did so laudably and persuasively, and I am grateful for your professionalism and patience.

After careful review of the Advisory Opinion and the materials submitted by the parties subsequent to the request for Advisory Opinion, this Office hereby declines to reconsider or revise the Advisory Opinion. Thus, the Advisory Opinion dated March 29, 2012 remains the official Advisory Opinion of this Office under Utah Code 13-43-205.

The Advisory Opinion concluded that the developer of Plat 17 in the Green Springs Project had a limited or conditional vested right (but not a fully vested right) to develop, including a right to develop a density of 77 residential units. That vested right arises not from any recent application for development approval, but instead from the 2000 and 2004 Master Development Agreements (“Agreements”). Nothing submitted to this Office persuades us that invalidity of the PUD Overlay Zone undoes that partial vesting arising out of the Agreements. We are likewise not persuaded that the Development Agreements expired or otherwise terminated. Thus we remain of the opinion that under the Development Agreements, the Developer of Plat 17 was vested in a density of 77 residential units.

We understand that due to some recent actions of the City, including rezoning the property, these matters may be moot or have significantly changed in circumstance. We have not examined the

recent actions of the City nor do we base this decision upon the recent actions of the City. This decision is based upon the circumstances surrounding the Advisory Opinion as requested, and upon which the Advisory Opinion was based. Moreover, this letter should not be read as modifying or explaining the Advisory Opinion in any way. This letter is simply our notification that we decline your request to reconsider the Advisory Opinion. As stated above, that Advisory Opinion remains the official statement of this Office. This letter will officially close this matter with this Office. If changing circumstances give rise to any issues which would be appropriate for a new Advisory Opinion request, please feel free to give our Office a call to discuss it.

Sincerely,



Brent N. Bateman
Lead Attorney
Office of the Property Rights Ombudsman

cc. Kevin S. Thurman, Esq.
Richard R. Arnold, Jr./D. Scott Crook
Rob Haertel

GREEN SPRING MANOR P.U.D. PLAT 1

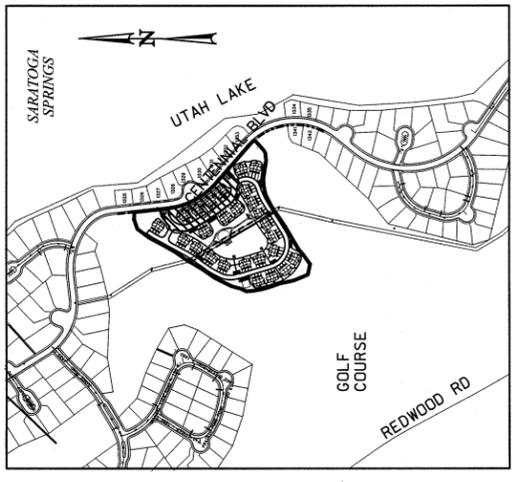
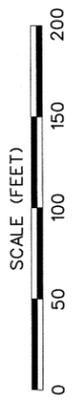
LOCATED IN A PORTION OF THE WEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

Name	Radius	Ac	Delta	Chord	Chord	Direction
C1	478.00	356.19	42°14'42"	548.01	S 27°46'46" E	
C2	22.00	12.60	32°49'37"	12.43	N 65°34'03" W	
C3	80.00	60.92	42°37'52"	59.46	S 76°15'11" W	
C4	58.00	9.01	8°54'12"	9.00	S 55°59'01" W	
C5	15.00	26.05	66°30'27"	22.90	S 13°31'54" W	
C6	66.00	3.74	3°44'47"	3.74	N 37°50'44" W	
C7	15.00	15.26	96°17'53"	14.61	N 68°37'10" W	
C8	120.00	44.18	21°05'33"	43.93	N 87°12'20" W	
C9	120.00	46.15	22°02'01"	46.86	N 87°24'05" W	
C10	120.00	83.64	39°33'12"	81.86	N 41°19'51" E	
C11	15.00	18.23	66°39'02"	17.13	N 19°26'36" E	
C12	120.00	49.81	23°46'52"	48.45	N 81°06'40" E	
C13	120.00	11.32	14°44'26"	11.29	N 65°37'50" E	
C14	58.00	25.97	25°15'20"	25.36	N 70°53'20" E	
C15	88.00	34.55	66°36'55"	31.11	N 38°37'39" E	
C16	22.00	165.94	112°15'47"	166.00	S 27°44'12" W	
C17	100.00	77.36	44°19'32"	74.45	S 07°22'19" W	
C18	100.00	116.57	67°35'16"	117.75	S 09°14'26" W	
C19	100.00	167.50	85°35'10"	168.99	S 05°22'10" E	
C20	220.00	100.00	30.06	28.40	S 00°39'15" E	
C21	100.00	117.44	67°17'14"	116.01	S 17°01'42" E	
C22	100.00	30.06	28.40	28.40	N 00°39'15" E	
C23	80.00	4.94	3°14'53"	4.93	N 37°50'44" W	
C24	22.00	36.79	65°46'22"	35.36	S 01°52'49" E	
C25	97.00	32.84	22°42'04"	31.31	S 49°27'16" W	
C26	80.00	35.21	65°12'11"	31.31	S 55°36'53" W	
C27	80.00	35.21	65°12'11"	31.31	N 10°29'11" W	
C28	200.00	136.01	89°32'01"	137.68	N 13°02'44" W	
C29	44.00	30.13	38°14'14"	28.55	N 82°52'46" E	
C30	68.00	46.71	18°30'27"	46.62	S 86°24'41" E	
C31	22.00	32.50	84°38'14"	29.62	S 54°06'46" E	

Name	Length	Direction
L1	146.75	S 47°09'37" E
L2	8.14	S 65°17'07" W
L3	28.00	S 59°46'40" W
L4	14.38	N 39°28'13" W
L5	19.39	S 23°02'38" W
L6	38.00	N 66°54'49" W
L7	18.88	N 23°02'22" E
L8	116.22	N 37°23'05" W
L9	17.85	S 56°36'44" W
L10	63.00	N 33°23'16" W
L11	17.72	N 59°39'44" E
L12	87.20	N 28°14'42" W
L13	17.37	S 62°38'34" W
L14	45.00	N 27°20'26" W
L15	19.37	N 62°38'34" E
L16	28.11	N 44°45'00" E
L17	51.28	S 09°27'59" E
L18	27.91	S 83°32'05" W
L19	36.63	S 83°32'05" W
L20	28.15	N 46°39'45" W
L21	14.00	S 53°46'40" W
L22	14.00	S 53°46'40" W
L23	14.66	N 44°45'00" E
L24	14.56	N 44°45'00" E
L25	17.84	S 46°38'45" W
L26	0.66	N 83°32'05" E



VICINITY MAP

NOTES:
 (1) THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
 (2) PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES SHALL BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING DEPARTMENT AGREEMENT, SUBDIVISION AGREEMENT OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
 (3) PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT WHICH MAY BE INSTALLED AND ACCEPTED BY THE CITY ENGINEER, AS LISTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
 (4) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY ENGINEER, AS LISTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
 (5) ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTIONS. A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS, INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
 (6) THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPROVEMENTS ARE MAINTAINED AND THAT THE CITY ENGINEER IS NOTIFIED OF ANY DAMAGE TO THE INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNLESS THE IMPROVEMENTS ARE MAINTAINED AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
 (7) ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE MAINTAINED AND OPERATED BY THE CITY ENGINEER. OWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
 (8) ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.
 (9) NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREETS.
 (10) CONDUITS SHALL BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES AND ORDINANCES.
 (11) PRIVATE AREAS AND PRIVATE DRIVES ARE DESIGNATED UTILITY EASEMENTS TO THE CITY OF SARATOGA SPRINGS FOR WATER, SEWER, IRRIGATION & DRAINAGE.
 (12) ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.
 (13) AN INGRESS AND EGRESS IS DESIGNATED BETWEEN EACH BUILDING SITE AND THE PRIVATE ROAD AS SHOWN ON THIS PLAT.
 (14) GREENSPRING WAY IS A PRIVATE STREET DEDICATED TO THE SARATOGA SPRINGS OWNERS ASSOCIATION.
 (15) PRIVATE ROADS ARE A UTILITY EASEMENT DEDICATED TO THE SARATOGA SPRINGS CITY.

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166872, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N 07°12'11" W 1069.38 FEET AND EAST 1963.64 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF CENTENNIAL BLVD., THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) CALLS: (1) ALONG AN ARC 356.19 FEET TO THE LEFT, HAVING A RADIUS OF 478.00 FEET AND A CENTRAL ANGLE OF 42°14'42", THE CHORD BEARS S 27°46'46" E 348.01 FEET; (2) THENCE S 49°09'37" E 148.75 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AT A POINT OF CURVATURE; THENCE ALONG AN ARC 12.60 FEET TO THE LEFT, HAVING A RADIUS OF 22.00 FEET AND A CENTRAL ANGLE OF 32°49'37", THE CHORD BEARS N 65°34'03" W 12.43 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 60.92 FEET TO THE LEFT, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 42°37'52", THE CHORD BEARS S 76°15'11" W 59.46 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 9.01 FEET TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 8°54'12", THE CHORD BEARS S 55°59'01" W 9.00 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 26.05 FEET TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°30'27", THE CHORD BEARS N 13°31'54" W 22.90 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 3.74 FEET TO THE RIGHT, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 3°44'47", THE CHORD BEARS N 37°50'44" W 3.74 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 15.26 FEET TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 96°17'53", THE CHORD BEARS N 68°37'10" W 14.61 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 44.18 FEET TO THE LEFT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 21°05'33", THE CHORD BEARS N 87°12'20" W 43.93 FEET; THENCE S 23°02'20" W 19.39 FEET; THENCE N 66°54'49" W 36.00 FEET; THENCE N 23°02'20" E 18.68 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 46.15 FEET TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 22°02'01", THE CHORD BEARS N 87°24'05" W 45.86 FEET; THENCE N 37°23'05" W 11.22 FEET; THENCE S 56°36'44" W 17.85 FEET; THENCE N 33°23'16" W 63.00 FEET; THENCE N 56°36'44" E 17.72 FEET; THENCE N 28°14'42" W 87.20 FEET; THENCE S 62°38'34" W 17.37 FEET; THENCE N 27°20'26" W 45.00 FEET; THENCE N 62°39'34" E 19.37 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 83.54 FEET TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 39°53'12", THE CHORD BEARS N 41°19'51" E 81.86 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 23.33 FEET TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 85°18'11", THE CHORD BEARS N 18°28'38" W 20.33 FEET; THENCE N 44°45'00" E 29.11 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 18.23 FEET TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 69°39'02", THE CHORD BEARS N 84°02'45" E 17.13 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 49.81 FEET TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 23°46'52", THE CHORD BEARS N 61°06'40" E 48.45 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 11.32 FEET TO THE LEFT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 14°44'26", THE CHORD BEARS N 65°37'50" E 11.29 FEET AND A CENTRAL ANGLE OF 65°37'50" W 11.29 FEET; THENCE N 70°53'20" E 25.36 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 25.97 FEET TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF 66°36'55", THE CHORD BEARS N 38°37'39" E 25.36 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 34.55 FEET TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 44°19'32", THE CHORD BEARS N 38°37'39" E 31.11 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 77.36 FEET TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 67°35'16", THE CHORD BEARS N 37°23'05" W 74.45 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 116.57 FEET TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 85°35'10", THE CHORD BEARS N 33°23'16" W 117.75 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 167.50 FEET TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 89°32'01", THE CHORD BEARS N 13°02'44" W 137.68 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 44.00 FEET TO THE LEFT, HAVING A RADIUS OF 44.00 FEET AND A CENTRAL ANGLE OF 38°14'14", THE CHORD BEARS N 82°52'46" E 46.71 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID RIGHT OF WAY S 67°27'55" E 51.28 FEET TO THE POINT OF BEGINNING.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS GREEN SPRING MANOR P.U.D. PLAT 1

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, AND PUBLIC UTILITIES SHOWN ON THIS PLAT, AS INTENDED FOR PUBLIC USE, THE OWNERS' WARRANTY AND DEFEND AND SAVE THE CITY HARMS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
 COUNTY OF UTAH }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNERS' DEDICATION, PLAT MAP AND THIS ACKNOWLEDGEMENT, WHOSE NAMES AND ADDRESSES ARE SET FORTH IN THE FOREGOING, AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT _____

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, A.D. 20____

ATTEST
 CLERK/RECORDER
 (SEE SEAL BELOW)

PLAT 1
GREEN SPRING MANOR P.U.D.
 LOCATED IN SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

NOTARY PUBLIC SEAL
 SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH
 SURVEYOR'S SEAL
 CITY ENGINEER'S SEAL
 CLERK-RECORDER SEAL



TYPICAL LOT DIMENSIONS

APPROVAL AS TO FORM THIS _____ DAY OF _____, A.D. 20____ BY THE CITY ATTORNEY.

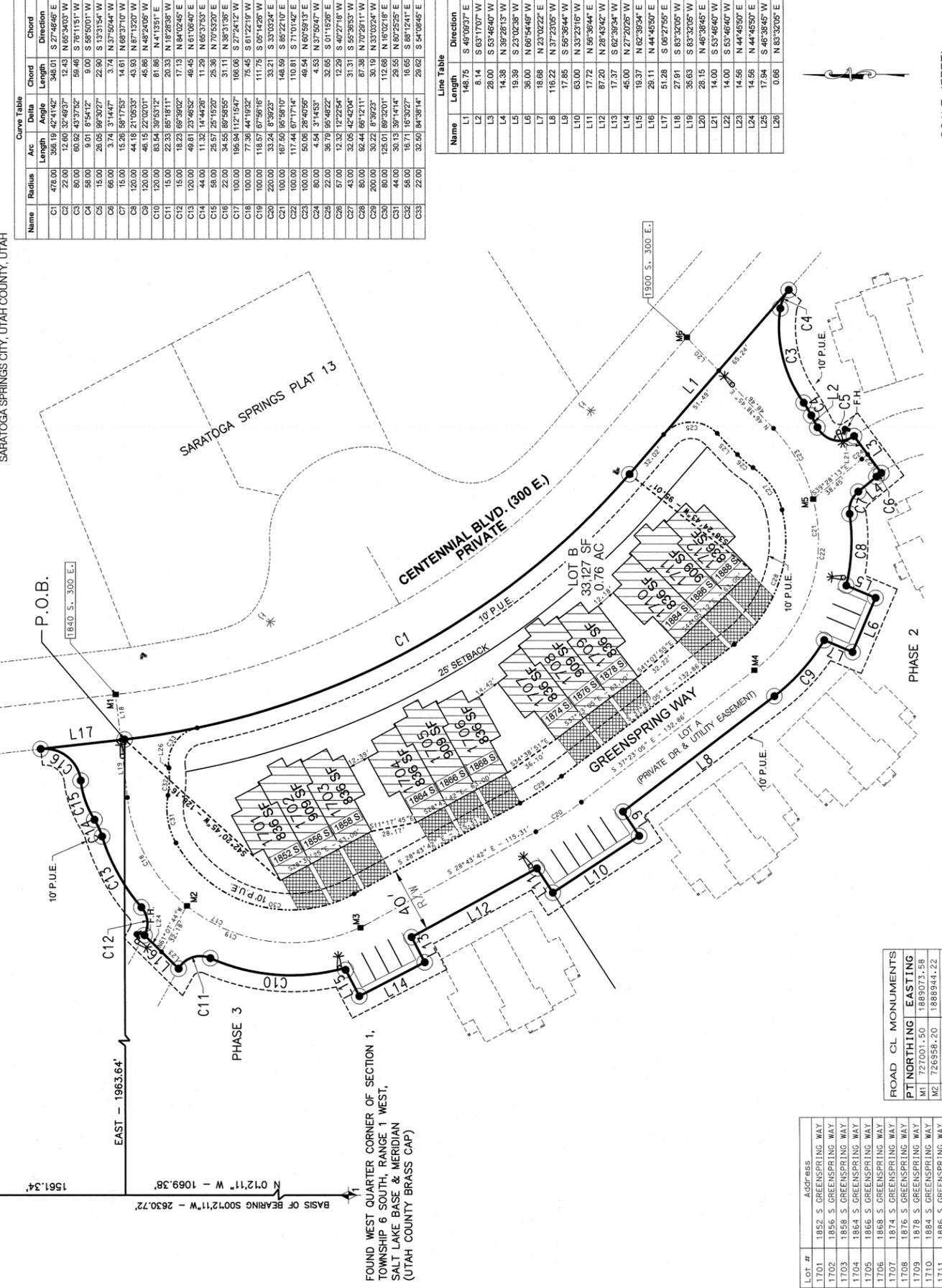
SARATOGA SPRINGS ATTORNEY

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE CITY ENGINEER.

CITY CIVIL ENGINEER

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



SCALE (FEET)
 0 50 100 150 200

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY OWEST.

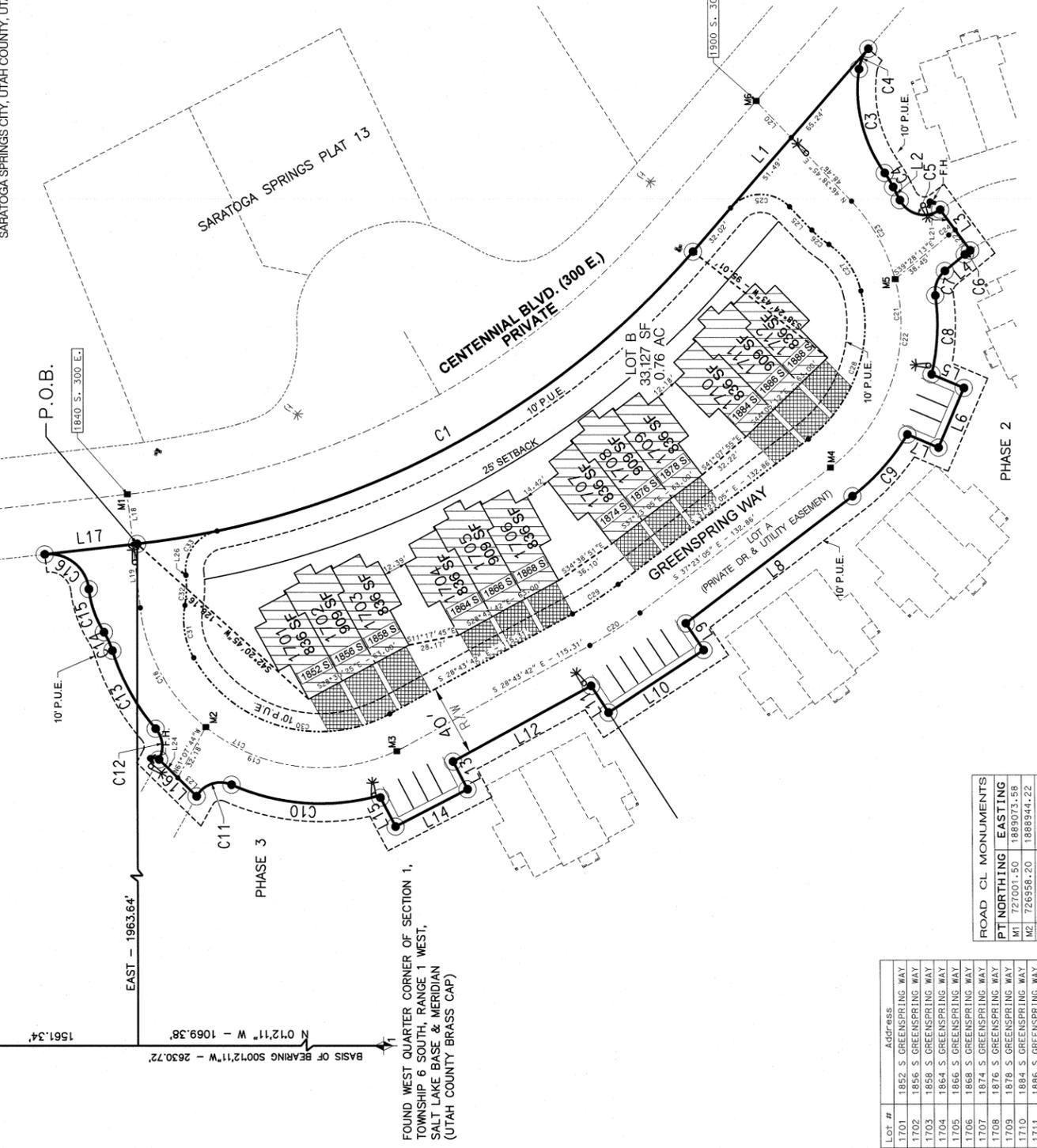
OWEST

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE CITY ENGINEER.

CITY CIVIL ENGINEER

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



APPROVED THIS _____ DAY OF _____, A.D. 20____ BY COMCAST.

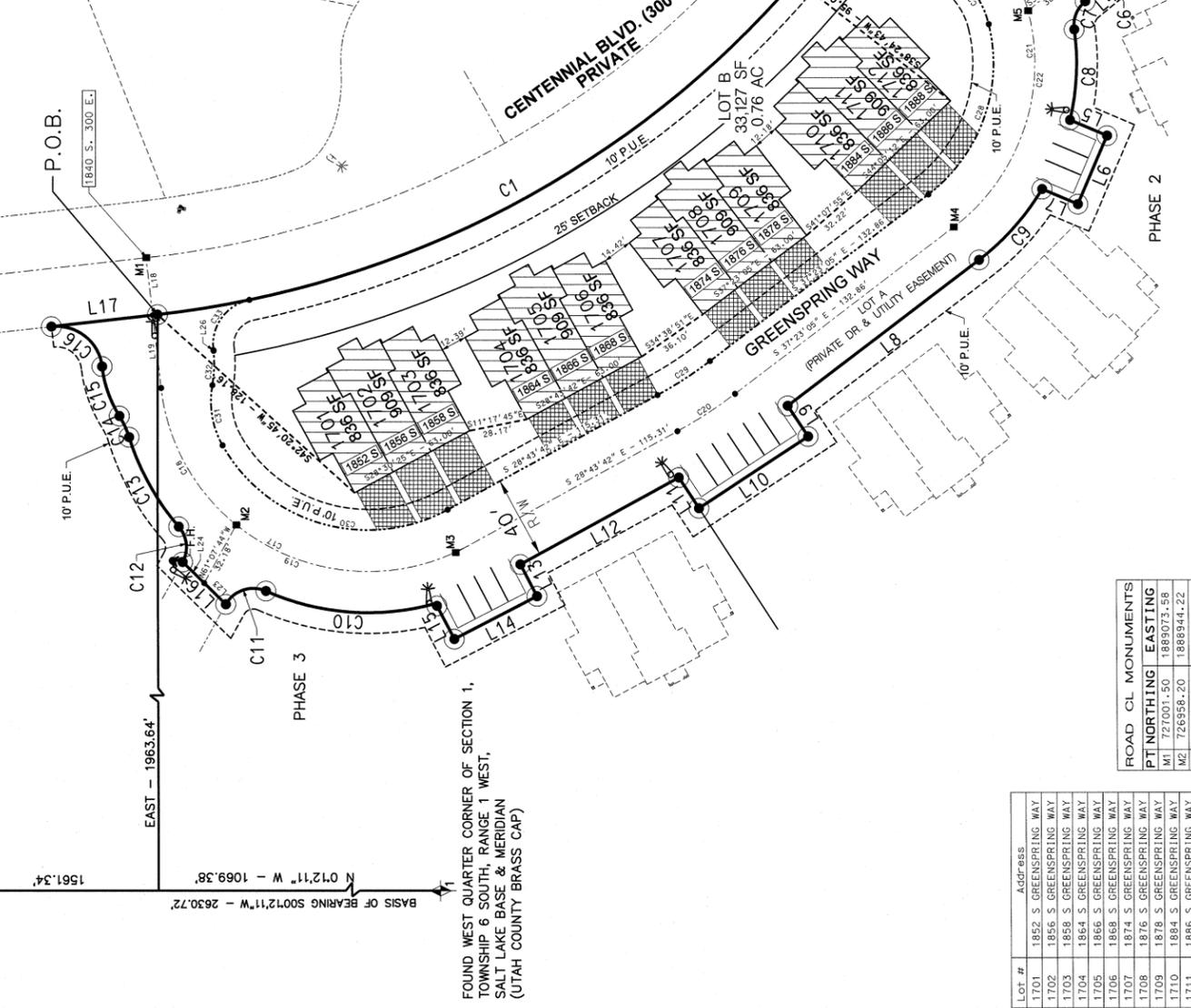
COMCAST

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



APPROVED THIS _____ DAY OF _____, A.D. 20____ BY ROCKY MOUNTAIN POWER.

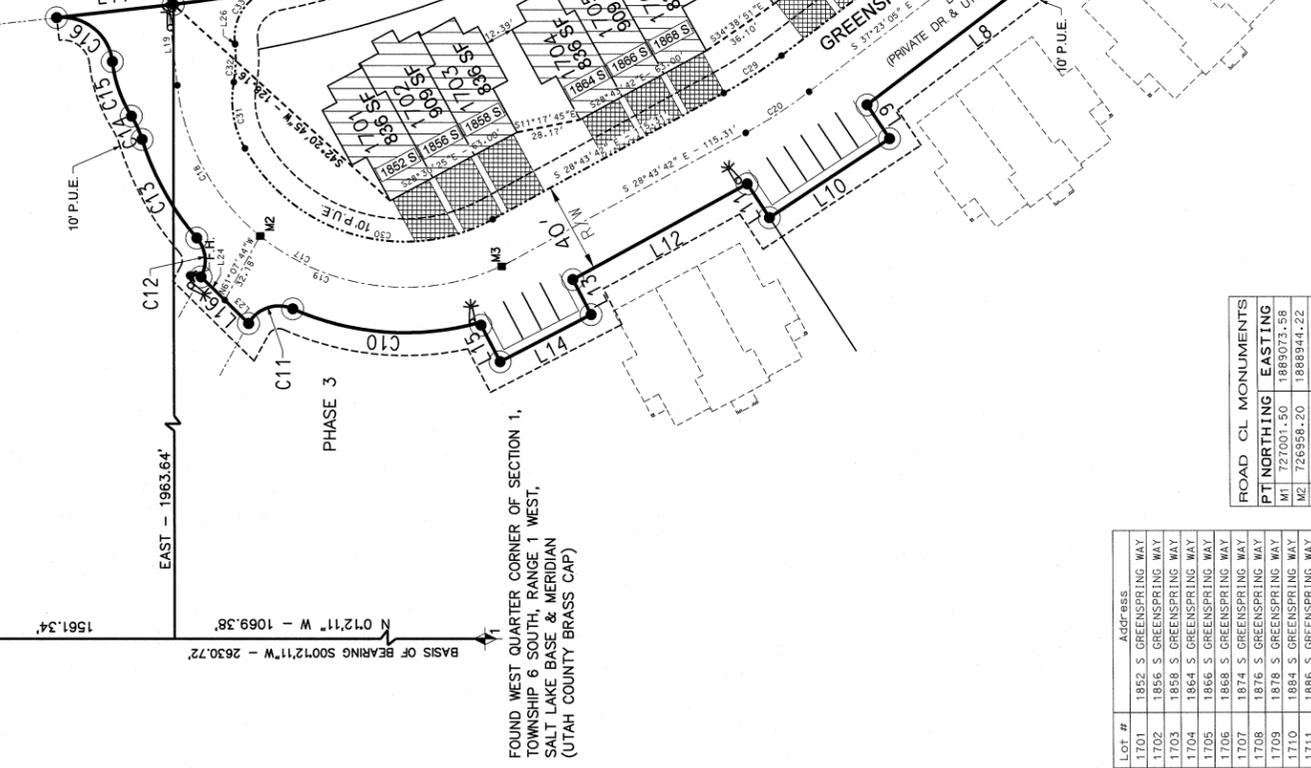
ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE CITY FIRE CHIEF.

CITY FIRE CHIEF

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



APPROVED THIS _____ DAY OF _____, A.D. 20____ BY QUESTAR.

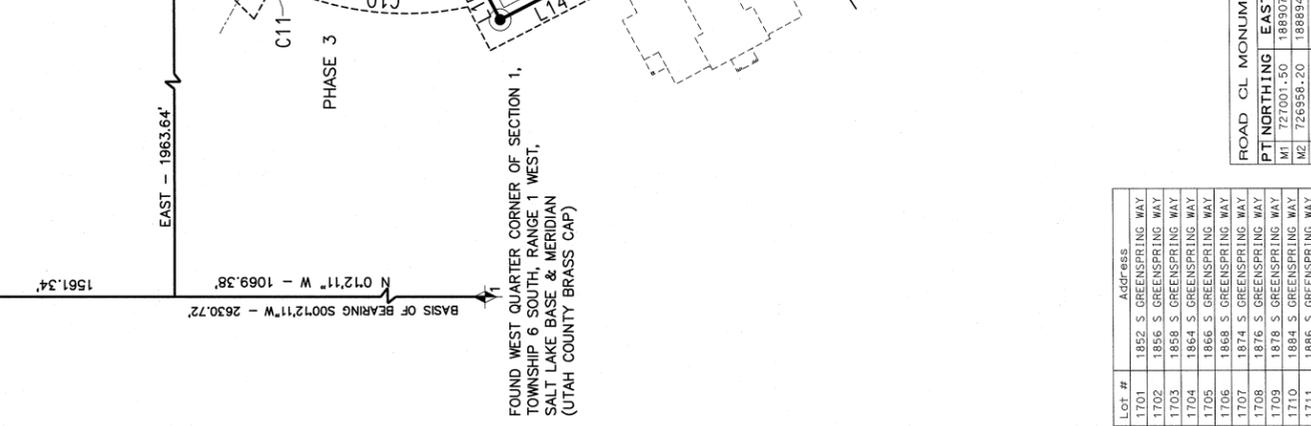
QUESTAR GAS COMPANY

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



APPROVED THIS _____ DAY OF _____, A.D. 20____ BY QUESTAR.

QUESTAR GAS COMPANY

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

FOUND NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (UTAH COUNTY BRASS CAP)



APPROVED THIS _____ DAY OF _____, A.D. 20____ BY QUESTAR.

QUESTAR GAS COMPANY

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

BROWN ENGINEERING, INC.
 OFFICE: (801) 377-1790 Fax: (801) 377-1789
 578 East 770 North, Orem UT 84097



**Preliminary Plat
Green Springs
April 29, 2014
Public Meeting**

Report Date:	April 22, 2014
Applicant/Owner:	Capital Assets
Location:	Approximately 1855 South Centennial Blvd.
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	59:001:0065 and 11.94 acres
Parcel Zoning:	R-3 PUD, Low Density Residential Planned Unit Development
Adjacent Zoning:	R-3 PUD, Low Density Residential Planned Unit Development
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Single Family Homes, Golf Course
Previous Meetings:	4/10/14, New Preliminary Plat reviewed by PC 3/13/14, New Concept Plan reviewed by PC ; 4/1/14, New Concept Plan reviewed by CC 11/13/12, Rezone, Concept, Preliminary Plat Review; 7-16-13, Phase 1 Final Plat Review
Previous Approvals:	11/13/12, Preliminary Plat, Rezone to R-6 PUD; 7-16-13, Phase 1 Final Plat; 11/5/13, Resolution passed repealing rezoning from R-3 PUD to R-6 PUD that occurred 11/13/12
Land Use Authority:	City Council
Future Routing:	Final Plat with City Council
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for approval of the Preliminary Plat for Green Springs located at approximately 1855 South Centennial Boulevard. The project plans indicate 40 single family lots ranging in size from 10,004 to 15,029 square feet in size. The plans indicate a small on-site open space area (0.134 acres) to be used for a detention pond and an off-site detention pond. The off-site detention pond will require an easement over 0.25 acres of the golf course property. The applicant will also improve 0.75 acres of the golf course property with native grasses. The site is currently zoned R-3 PUD.

Recommendation:

Staff recommends that the City Council take public comment, and/or discuss the proposed preliminary plat at their discretion, and choose from the options in Section "I" of this report. Options include approval with conditions, continuing the item, or denial.

B. Background:

The applicant previously received preliminary plat approval for a 77 unit townhome development on September 27, 2012. Final plat approval for Phase 1 of the proposed townhome development on this site was granted on November 5, 2013 and included 16 of the townhome units within four buildings. These approvals are still valid. Although the referendum that was approved by citizen vote in November 2013 rezoned this property from R-6 to R-3, the rezoning did not remove the vested entitlement to develop 77 attached units. This is because the PUD R-3 zone allows attached housing, including multi-family. *Land Development Code § 19.07.05* ("single family and multi-family residential developments are permitted").

However, the applicant has chosen to revise the subdivision plans and is now pursuing a request for a single family lot layout for this location. This is pursuant to a settlement agreement that the City has reached with the applicant, which is a separate item for consideration on the Council's agenda. A revised concept plan for single family homes was reviewed by the Planning Commission on March 13, 2014 and by the City Council on April 1, 2014. The attached plan is very similar to the concept plan, with a slight change: the northern detention basin on the concept plan has been relocated and is now off-site, directly south of the project. In addition, Lot 4 has been increased to 15,029 square feet (.35 acres).

C. Specific Request:

The proposed Preliminary Plat has 40 single family residential lots ranging in size from 10,004 to 15,029 square feet. The open space consists of an on-site area that is 0.134 acres and will be used for a detention basin and an off-site area of 1 acre, of which 0.25 acres and will be used for a detention basin. The 1 acre off-site open space falls within the golf course and the applicant has indicated that they will be improving this area with native grasses to match other improved areas throughout the course. There will be an easement for the detention basin and the applicant has stated that the Saratoga Springs Owners Association (SSOA) will maintain the detention basin.

D. Process:

Per section 19.13.04(6) of the City Code, a Concept Plan application shall be submitted before the filing of an application for Subdivision or Site Plan approval. An Amended Concept Plan was recently reviewed by the Planning Commission and City Council. Section 19.13.04 of the City Code states that Preliminary Plats require a public hearing with the Planning Commission and that the City Council is the approval authority.

E. Community Review:

Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property. The City Council is not required to hold a public hearing for these applications. Public input was received by the Planning Commission during the April 10, 2014 meeting. A summary of the concerns expressed by the residents along with the Commissioners key points are outlined below:

CONCERNS RAISED BY THE PUBLIC:

- Larry Johnson, HOA president. Commend everyone for giving up time and to have commitment. Statement from the HOA ARC.
 - Would be nice to have the trail continue through this development. Going to be a lot of kids, and it's a narrow road, 4-wheelers and others propel themselves through there.
 - Sure be nice if there was a trail through there, a 6' asphalt trail.
 - 10,000 sq. ft. lots, comfortable with that.
 - There was an idea for underground detention, not in favor of that, too hard to service.
 - Corner lots – want a 25' setback on both sides.

- Bob Krejci
 - Trail, asked for it last time. Could tie into the north side that connects to all parks.
 - Open space – when approved, had to meet 4-5 conditions, none of which the golf course meets, so consider that.
 - Who maintains the detention on the golf course property? Doesn't understand the nature of the agreement other than giving them an out for a drainage basin.
 - Area flooded a few years ago in the drainage location.

- Connie Golden
 - Just moved in a few months ago and getting used to the process.
 - Drive and walk up Centennial and Shorewood very often and see children riding bikes and playing soccer in the streets, because they have no place to go. Golf course is considered green area, but understandably won't allow children to play on it. Doesn't see any place for kids to play in the plan.

- Carolyn Krejci
 - Big thing always is safety of kids. Don't want to see anyone get hurt. Around 3 or 4 p.m. I'd bet there are 12 kids going back and forth on those streets. If you don't put paths there, go ahead and at least take one lot and turn it into a park. Quoted the Constitution on safety.

- Stuart Collyer
 - Understands the legal ramifications, and appears to be no ability to require developer to put in green space. Moved in due to the clubhouse, a very attractive feature. Providing some green space may help the developer sell some lots by being an attractive feature.

APPLICANT RESPONSE:

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Preferred to answer questions afterward.
- Bruce Baird, council for applicant:
 - HOA issues – obviously separate from zoning but will address them anyway.
 - No underground detention is planned.
 - Will comply with code setbacks.
 - Detention basin being purchased from the golf course and will be dedicated to the city. (it was clarified later that it will not be dedicated to the City and the HOA will maintain it)
 - This development looks the same as all others around it, Council addressed trails during concept review and decided it didn't make any sense to have this trail as it would not lead anywhere.
 - City Attorney is correct about equitable tolling and the developer has not been inactive.
 - In fact we have a 77 lot plat that is vested and ready to record but we don't want to do that. Worked with City last three months to come up with a plan that works, appreciate Staff's efforts in working on these kinks and details.
 - No ability to require additional open space.
 - Can't make last developer pay for fact that kids are already playing in the street; kids play in the street because their parents aren't telling them not to, easy solution.

PLANNING COMMISSION DISCUSSION:

Key points discussed by the Planning Commission included the following:

- Jarred Henline
 - Appreciate the resident comments but in the end it comes down to what we can legally do.
 - Going from 77 units to 40, is bringing down the number of kids. In the end there will be more kids there, but have no problem approving this.

- Kara North
 - Obvious concern was the green space as well, and 100% understand resident's concerns, but developer is entitled to what they were promised.
 - Rock and a hard place. Not inclined to enforce something that we can't.
 - Clean up of the detention area will be a benefit.
 - Like the plat map as proposed.
 - Don't think a trail to the golf course is a benefit.

- Kirk Wilkins
 - If all property owners were in the room to mediate, this plan would be a good solution.
 - Already a trail behind homes to east of Centennial, can find it on Google Earth.
 - Plat map is an excellent alternative.
Appreciate opinions of neighbors.
 - However, based upon the Commissioner's role, don't see any legal way in which we could deny the applicant.
 - Do agree Centennial in our HOA has some serious safety issues. The trail starts and stops on a whim, etc. We as an HOA need to look into ways to manage the traffic. But not an appropriate City involvement as they are private roads. Developer has met the standards and Code as was agreed upon in the MDA when this process began.

- Sandra Steele
 - City doesn't usually take on maintenance of detention basins; under no circumstances does she want to see a basin this small be taken over by the City. (Applicant: HOA will take the basin.)
 - Will all of the OS or basins be natural grasses? (Applicant: some turf to stabilize the detention basins, the rest will be natural.)
 - Unwilling to require anything of this property that is not required of every other property on the same side of the street; no other sidewalks in area. Children in her neighborhood choose to play in the street even with sidewalks on both sides of the street.

- Jeff Cochran
 - Most comments already addressed.
 - Even if a trail is here, there wouldn't be connectivity so doesn't make sense. Also not in other areas of the development.
 - Golfs here more than wife would like so familiar with area. Does see golf carts and 4-wheelers and danger existing now, already.
 - Legally, developer has done what he needs to do and complies with the City.
 - Negotiation: if neither one of you is quite happy, you are probably in the right spot. Meets requirements.

Commissioner Steele made a motion to recommend approval to the City Council. The motion was seconded by Commissioner Wilkins. All present Commissioners voted aye.

F. **Review:** The application will be reviewed under the Code that was in place when the original application was received, which was August 5, 2008.

G. **General Plan:**

The General Plan designates this area for Medium Density Residential. The Land Use Element of the General Plan defines Medium Density Residential as development that has 4 to 14 units per acre. The proposed subdivision consists of 40 lots on 11.94 acres, resulting in a density of 3.35 units per acre. If the additional 1 acre of off-site open space is included, the result is a density of 3.09 units per acre. Therefore, the proposed preliminary plat shows density that is less than the density envisioned for this area.

H. **Code Criteria:**

Section 19.04.13 regulates the R-3 Zone. Chapter 19.07 regulates the PUD Overlay Zone, and Chapter 19.12 regulates the subdivision process. Pertinent requirements from these Chapters are reviewed below.

Permitted or Conditional Uses: complies. Section 19.04.13(2) & (3) lists all of the permitted and conditional uses allowed in the R-3 zone. The concept plan provides for residential building lots for single family residential development which is a permitted use in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for residential lots is 10,000 square feet. The smallest lot shown on the Preliminary Plat is 10,004 square feet. The proposed lots comply with the minimum lot size requirements.

Setbacks and Yard Requirements: can comply. Section 19.04.13(5) outlines the setbacks required by the R-3 zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 8/20 feet (minimum/combined)

Rear: Not less than twenty-five feet

Corner: Front 25 feet; Side abutting street 20 feet

The Preliminary Plat does not provide a setback detail. This requirement will be reviewed in greater detail when the Final Plat is submitted. The setbacks will be recorded on the final plat and will be verified with each building permit application.

Minimum Lot Width: complies. All lots are at least 70 feet in width. The Code in effect as of August 5, 2008 required a minimum of 70 feet, which is what the current code requires. Thus, the proposed lots comply with this requirement.

Minimum Lot Frontage: complies. Every lot in the R-3 zone shall have a minimum lot frontage of 35 feet. The proposed lots comply with this requirement.

Maximum Height of Structures, Maximum Lot Coverage, and Minimum Dwelling Size: reviewed with building permit application. The R-3 zone requires a maximum height of 35 feet, maximum lot coverage of 50% and minimum dwelling size of 1,250 square feet. These requirements will be reviewed with each individual building permit.

Open Space Requirement: complies. The City Code requires a minimum 15% open space in the R-3 zone and 30% open space within a PUD overlay.

The original Master Development Agreement (MDA) was approved in 1999 and was extended by an amended development agreement that was approved in 2004 and valid until January 11, 2005. The original MDA stated:

3.2.4 Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of Developer's Land as set out in the Master Development Plan shall be conveyed to the Owners Association in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. Financial Arrangements for constructing, maintaining and operating improvements to the parks and open space to be owned by the Owners Association are set out in Exhibit E-4 to this Agreement. The golf course depicted in the Master Development Plan shall not be separately plated but shall be constructed as a permitted use within the R-2 zone on Developer's Land. Upon approval of the master plan, which includes the golf routing plan, the town will issue, upon approval of engineering concerns by the town engineer, an excavation permit which will allow developer to construct the golf course. Although this golf course shall not be included in any particular residential subdivision plat, it shall be counted, on a pro rata basis, as compliance with 19.04.110(K) Open Space Requirement of the Town Land Development Code and toward other open space requirements of the Town Development Code.

The last sentence in section 3.2.4 above indicates that the open space requirements have been met. The time to appeal this decision would have been shortly after the original approval of the MDA was granted.

The MDA and amendment are still active because the project was delayed by the lawsuits and referendum, the applicant has diligently worked towards obtaining approval, and it would be fair and equitable to allow the expiration dates to be extended to the time that those lawsuits and referendum were resolved. *See Advisory Opinion 107*, Office of Property Rights Ombudsman, Utah.

Although the open space requirement has been met, the applicant is proposing to develop approximately 1.134 acres of open space, which includes 0.134 additional acres on-site and 1 acre of golf course property to be improved to the south of the site along Centennial Boulevard. 0.384 acres will be used for detention basins and 0.75 acres will be improved with native grasses.

Sensitive Lands: complies. Sensitive Lands are defined in Section 19.02.02 as:

"land and natural features including canyons and slopes in excess of 30%, ridge lines, natural drainage channels, streams or other natural water features, wetlands, flood plains, landslide prone areas, detention or retention areas, debris basins, and geologically sensitive areas."

Section 19.04.13 states credit toward meeting the open space requirement may be given for sensitive lands per the following code criteria:

- a. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development and no development credit shall be given for sensitive lands.
- b. All sensitive lands shall be placed in protected open space.
- c. Sensitive lands may be used for credit towards meeting the minimum open space requirements. However, no more than fifty percent of the required open space area shall be comprised of sensitive lands.

Based on the findings above for open space, the City may find that the sensitive lands restriction on open space may not be applicable since the open space requirements are met.

Trash Storage: complies. Each home will have its own garbage can in the future. No dumpster locations are being proposed nor are they necessary.

Parking: can comply. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, the proposed lots are of sufficient size to support this requirement.

Circulation: The circulation through the site involves a semicircular road with two access points onto Centennial Boulevard and a connecting road through the site as well. This will provide adequate connection and circulation.

Fencing: can comply. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The applicant is not proposing any fences and will leave that up to the future home owners.

I. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed Preliminary Plat, discuss any public input received at their discretion, and make the following motion:

Recommended Motion:

"I move to **approve** the Green Springs Preliminary Plat located at approximately 1855 Centennial Boulevard based on the findings and conditions listed below:"

Findings:

1. Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property.
2. The Preliminary Plat is consistent with the General Plan as explained in the findings in Section "G" of this report, which findings are incorporated herein by this reference.
3. The Preliminary Plat meets or can conditionally meet all the requirements in the Land Development Code as explained in the findings in Section "H" of this report, which findings are incorporated herein by this reference.

Conditions

1. That all requirements of the City Engineer be met, including those listed in the attached report.
2. That all requirements of the City Fire Chief be met.
3. The final plat shall include a setback detail.
4. The applicant shall submit landscape plans with the final plat application.
5. Any other conditions as articulated by the Planning Commission:

Alternative Motions:

Alternative Motion A

"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

Alternative Motion B

“Based upon the analysis in the Staff Report and information received from the public, I move to **deny** the proposed preliminary plat, located at approximately 1855 Centennial Boulevard. Specifically, I find the following application standards and/or code requirements have not been met:

I also move to continue the final decision to the next meeting, on [date], and direct Staff to return with official Findings as outlined in my motion.”

J.

Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Preliminary Plat
4. Grading Plan

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Green Springs Manor
Date: April 10, 2014
Type of Item: Preliminary Plat Approval



Description:

A. Topic: The Applicant has submitted a preliminary plat application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: Capital Assets, et al
Request: Preliminary Plat Approval
Location: Approx. 1855 South Centennial Blvd.
Acreage: 11.94 acres - 40 lots

C. Recommendation: Staff recommends the approval of preliminary plat subject to the following conditions:

D. Conditions:

- 1) The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.
- 2) All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- 3) Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.
- 4) Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.
- 5) All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.
- 6) Developer shall prepare and submit easements for all public facilities not located

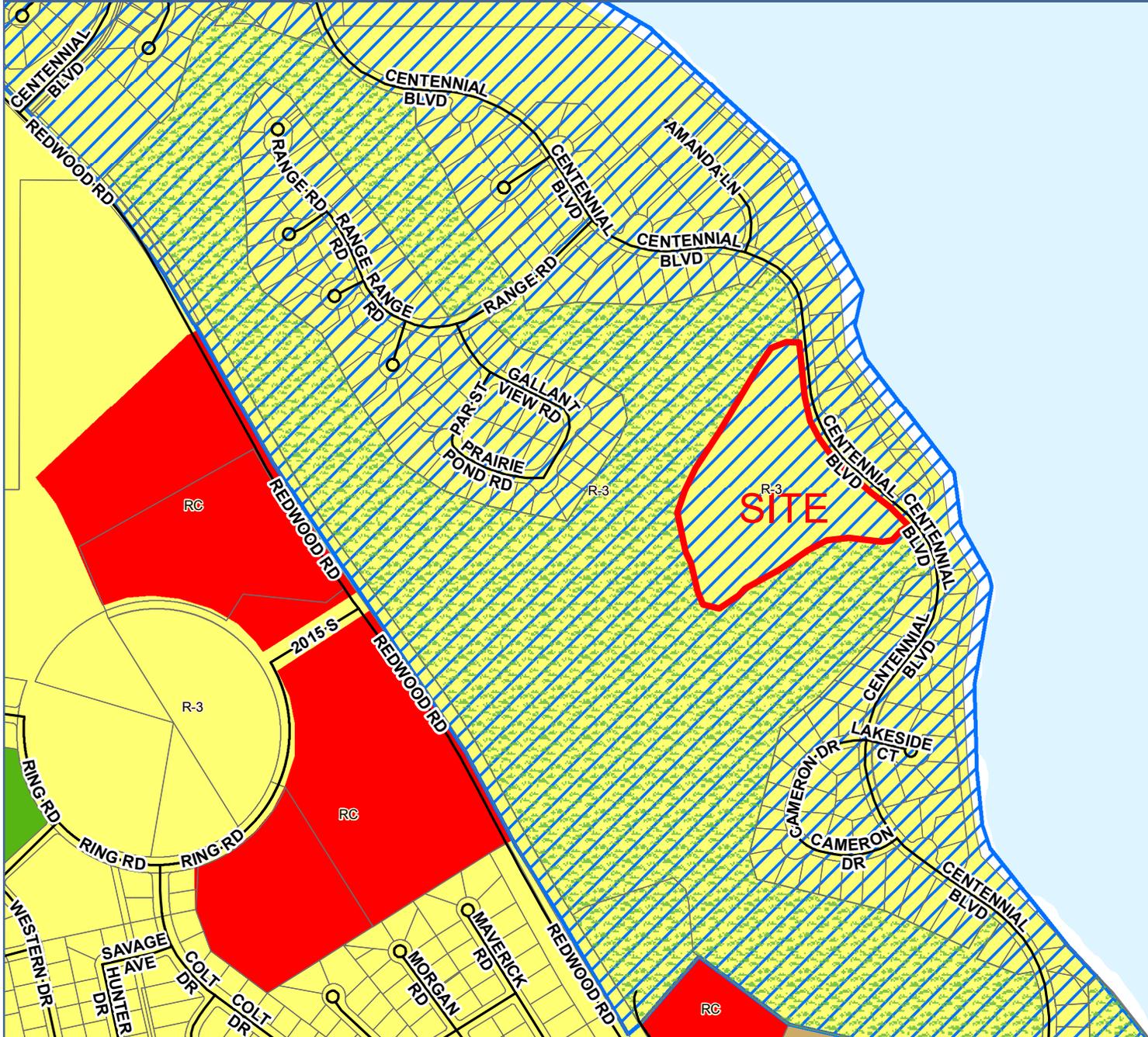
in the public right-of-way

- 7) Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- 8) Project shall comply with all ADA standards and requirements.
- 9) Relocation of the exiting sewer may not reduce capacity (pipe slope) and will need to have complete plans for the construction of the sewer main, the complete removal of the existing main to be abandoned, and plans for bypass pumping of sewage during construction. All sewer manholes shall be located in a roadway or have a paved 15' access road to it.
- 10) Ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.
- 11) All private roads and common areas shall be dedicated as utility easements to the City of Saratoga Springs for drainage, water, irrigation, and sewer.
- 12) All roadway designs shall comply with the City engineering standards and specifications including the minimum allowable centerline curve radii.
- 13) Developer shall backfill abandoned on-site drainage with structural materials where homes and roadways will be constructed and provide a geotechnical report that will include recommendations for the abandoned on-site drainage.
- 14) Developer shall provide a geotechnical report. Geotechnical report shall provide lab calculated CBR values.
- 15) Developer shall provide hydraulic calculations for all pipes, channels, and culverts.
- 16) All detention basins shall meet City standards including a 12' minimum paved access road to inlet and outlet structures and low flows piped through the proposed basins. Interior and exterior slopes shall be 3:1 max.
- 17) All improvements outside the project boundaries shall have all necessary easements.
- 18) Developer shall stabilize and re-vegetate disturbed drainage channels. Channel capacity shall not be reduced and Rip-rap aprons provided at inlet to any Culverts. Provide complete hydrologic and hydraulic calculations to verify channel capacity

for the 100-yr flow and that stabilization measures are adequate for 100-yr velocities.

- 19) Developer is strongly recommended to consider installing protection from errant golf balls on all lots adjacent to the golf course.
- 20) Developer shall provide a clear path from the outfall of the existing culvert to Utah Lake and provide a rip-rap apron at the end of the culvert for erosion protection.
- 21) Developer shall construct detention basins in such a way that infiltration is minimized and with materials with a low permissivity rate to minimize seepage.
- 22) Realign the access points in a way that will direct outgoing traffic at property lines and not at existing homes and front windows.
- 23) An overall storm drainage plan must be provided illustrating the how upland flows will be routed around subdivision and around homes. Flow paths must be identified, swale designs provided, and erosion mitigation plans outlined.

Location Map

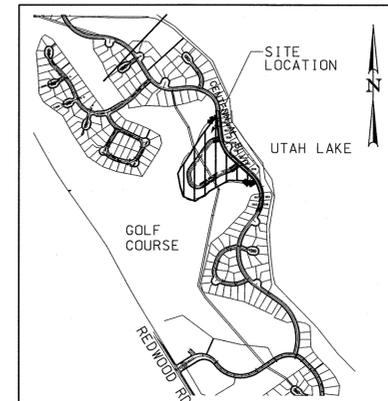


Utah
Lake



GREEN SPRING MANOR SUBDIVISION

LOCATED IN SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH
MARCH, 2014



VICINITY MAP

SURVEYOR'S CERTIFICATE
I, Barry Andreason, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 166572, as prescribed under the laws of the State of Utah. I further certify that, by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, blocks, streets, and easements and that the same as shown on this plat. I further certify that all lots have been correctly surveyed and staked on the ground, meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
A PARCEL OF LAND SITUATED IN THE NORTHWEST SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS NORTH 1285.01 FEET AND EAST 1942.99 FEET FROM THE WEST QUARTER CORNER SECTION 1, TOWNSHIP 6 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; SAID POINT BEING THE POINT OF BEGINNING; thence S 6°27'55" E a distance of 217.02 feet; to a point of curvature, thence along an arc 358.19 feet to the left, having a radius of 478.00 feet, the chord of which is S 27°48'46" E for a distance of 348.01 feet; thence S 48°09'37" E a distance of 316.08 feet; to a point of curvature, thence along an arc 56.54 feet to the right, having a radius of 397.00 feet, the chord of which is S 45°04'49" E 56.49 feet; thence S 48°59'59" W 96.61 feet; thence S 70°09'06" W 17.83 feet; thence S 84°57'22" W 41.45 feet; thence N 81°31'01" W 65.71 feet; thence N 81°35'53" W 55.24 feet; thence S 86°23'03" W 51.40 feet; thence S 76°58'40" W 55.62 feet; thence S 63°01'34" W 81.81 feet; thence S 56°13'40" W 156.37 feet; thence S 59°42'35" W 166.11 feet; thence S 49°59'22" W 54.48 feet; thence S 54°53'18" W 72.39 feet; thence N 77°17'09" W 69.70 feet; thence N 23°02'34" W 95.26 feet; thence N 12°20'58" W 93.72 feet; thence N 19°51'16" W 68.78 feet; thence N 15°05'22" W 51.02 feet; thence N 11°01'44" W 57.73 feet; thence N 4°06'35" W 43.61 feet; thence N 25°41'44" E 38.18 feet; thence N 15°35'24" E 63.31 feet; thence N 26°35'03" E 122.53 feet; thence N 35°42'04" E 84.08 feet; thence N 31°08'37" E 127.48 feet; thence N 36°20'59" E 86.90 feet; thence N 29°37'13" E 95.08 feet; thence N 27°41'08" E 93.01 feet; thence N 36°48'32" E 98.77 feet; thence N 70°21'41" E 65.21 feet; thence S 87°41'37" E 47.02 feet to the POINT OF BEGINNING.

The above described parcel contains 11.94 acres (520094.89 sq. ft.)
ACRES: 11.94 # OF LOTS: 40

OWNERS DEDICATION
Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as
GREEN SPRING MANOR SUBDIVISION
to be dedicated for the perpetual use of the public all parcels of land shown on this plat as intended for public use. The owner(s) warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance and operation of the street.
in witness hereof _____ have hereunto set this _____ day of _____, A.D. 20 ____

OWNER'S ACKNOWLEDGMENT
STATE OF UTAH } S.S.
COUNTY OF UTAH }
On the _____ day of _____, 20 __, personally appeared before me, the undersigned Notary Public in and for the County of Utah is said State of Utah, the signers of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.
My commission expires: _____ Notary Public residing at _____

CORPORATE ACKNOWLEDGMENT
STATE OF UTAH } S.S.
COUNTY OF UTAH }
On the _____ day of _____, 20 __, personally appeared before me _____ and, who being by me duly sworn did say each for himself, that he, the said _____ is the President and he the said _____ is the Secretary of _____ Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said _____ and _____ each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.
My commission expires: _____ Notary Public residing at _____

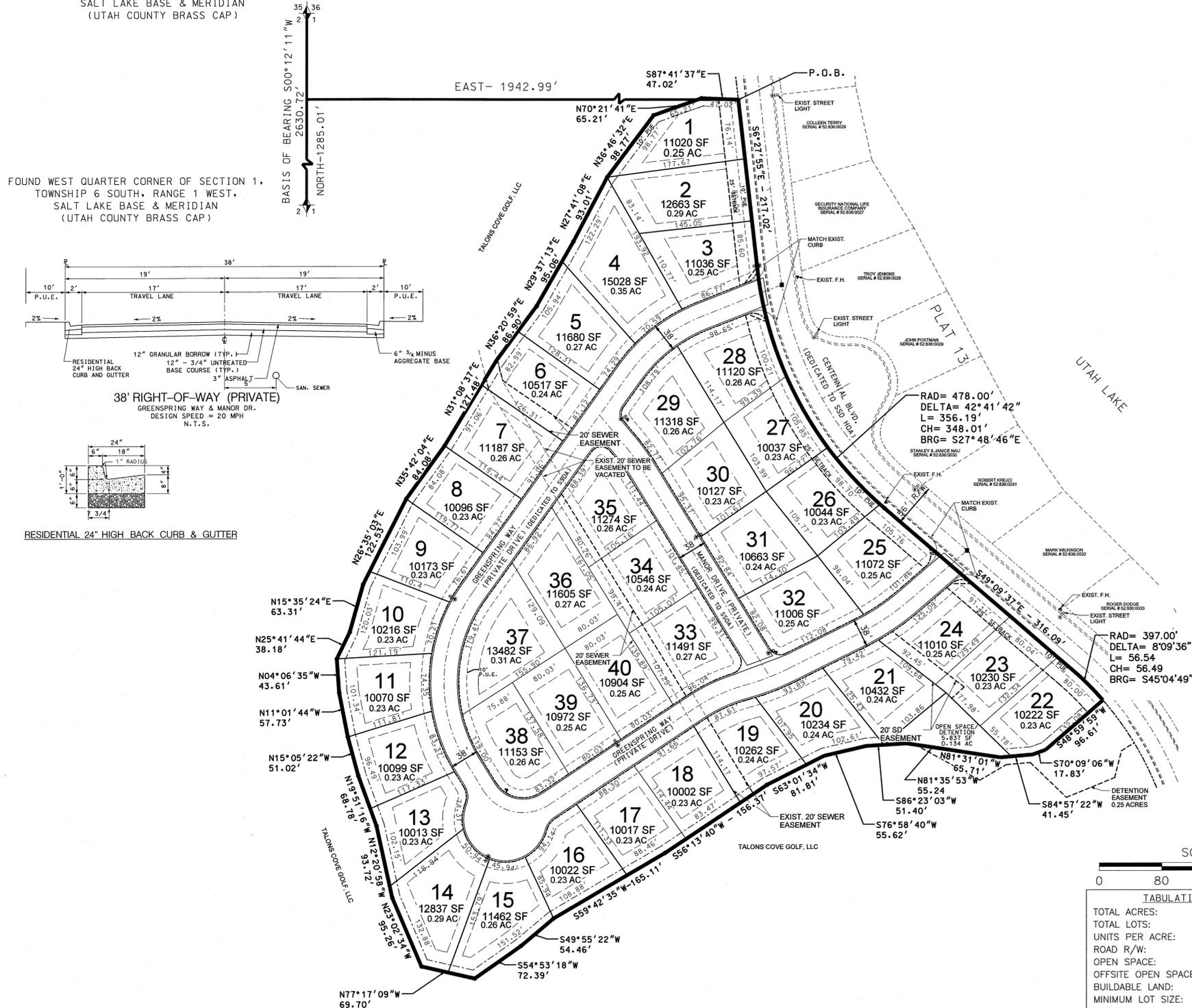
ACCEPTANCE BY LEGISLATIVE BODY
THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.
THIS _____ DAY OF _____, A.D. 20 ____

GREEN SPRING MANOR SUBDIVISION PRELIMINARY PLAT
LOCATED IN SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

- NOTES:**
- (1) THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
 - (2) PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
 - (3) PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
 - (4) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
 - (5) ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
 - (6) THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
 - (7) ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
 - (8) ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.
 - (9) NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREETS.
 - (10) LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CCR'S.
 - (11) ALL COMMON AREAS AND PRIVATE DRIVES ARE DEDICATED UTILITY EASEMENTS TO THE CITY OF SARATOGA SPRINGS FOR WATER, SEWER, IRRIGATION & DRAINAGE.
 - (12) ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.
 - (13) GREENSPRING WAY AND MANOR DR. ARE PRIVATE STREETS DEDICATED TO THE SARATOGA SPRINGS OWNERS ASSOCIATION.
 - (14) PRIVATE ROADS ARE A UTILITY EASEMENT DEDICATED TO SARATOGA SPRINGS CITY.

FOUND NORTHWEST CORNER OF SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
(UTAH COUNTY BRASS CAP)

FOUND WEST QUARTER CORNER OF SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
(UTAH COUNTY BRASS CAP)



TABULATIONS

TOTAL ACRES:	11.94 ACRES
TOTAL LOTS:	40 LOTS
UNITS PER ACRE:	3.35
ROAD R/W:	1.76 ACRES
OPEN SPACE:	1.134 ACRES
OFFSITE OPEN SPACE:	0.25 ACRES
BUILDABLE LAND:	10.04 ACRES 84%
MINIMUM LOT SIZE:	10,000 SF
AVERAGE LOT SIZE:	10,933 SF

- LEGEND**
- = SET 5/8" REBAR & CAP (BOUNDARY)
 - = SET 5/8" REBAR & CAP (INTERIOR LOT)
 - = ROAD MONUMENT
 - ⊕ = NEW STREET LIGHT
 - ⊙ = EXISTING STREET LIGHT
 - ⊕ = EXISTING FIRE HYDRANT
 - ⊕ = NEW FIRE HYDRANT

INDEX OF SHEETS

SHEET	DESCRIPTION
1	PRELIMINARY PLAT
2	GRADING PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	UTILITY PLAN
6	EROSION CONTROL PLAN



Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

FIRE CHIEF APPROVAL
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 20 ____
CITY FIRE CHIEF

PLANNING COMMISSION REVIEW
REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D. 20 ____
CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL
APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. 20 ____
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____, A.D. 20 ____
SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE
APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20 ____
LEHI CITY POST OFFICE REPRESENTATIVE

NOTARY PUBLIC SEAL SURVEYOR'S SEAL CITY ENGINEER'S SEAL CLERK-RECORDER SEAL



Approx 1 Acre

Centennial Blvd

Lakeside Trail

100 ft



**Sign Permit (Continuation of Site Plan)
Young Family Dental and Kemp Chiropractic Signs
April 29, 2014
City Council Action**

Report Date:	April 22, 2014
Applicant:	Universal Signs
Owner:	Young Family Dental
Location:	1416 North Redwood Road
Parcel Number(s) & Size:	66:387:0005, 0.51 acres
Parcel Zoning:	Regional Commercial (RC)
Adjacent Zoning:	RC
Current Use of Parcel:	Office Building
Adjacent Uses:	Walgreens; undeveloped
Previous Meetings:	Site Plan review: 6/13/13 PC, 7/2/13 CC, 8/6/13 CC
Previous Approvals:	Site Plan 8/6/13
Land Use Authority:	City Council
Future Routing:	N/A
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

The applicant is requesting approval of the proposed signs for the Young Family Dental office building. There will be two tenants in this building. They are proposing a shared monument sign and wall signs. Young Family Dental is requesting three wall signs and Kemp Chiropractic is requesting two wall signs.

Recommendation:

Staff recommends that the City Council review the proposed signage, and select from the options in Section H of this report. The Planning Commission recommended Option 2, which allows the north and south wall signs as proposed and denies the wall sign on the west elevation. They also recommended approval of the monument sign as proposed.

B. Background:

The Site Plan for the Young Family Dental building was approved by the City Council on August 6, 2013. Some changes were needed for the Young Family Dental signs to comply with the size limits in the code and one of the conditions of approval was "that the signage plan be brought back at a later date after the Planning Commission has reviewed the revisions. The signage plans shall comply with Section 19.18 of the Land Development Code." At that time the Kemp Chiropractic signs were not included in the packet.

An application was received for the Young Family Dental signs on February 19, 2014; however, the code subcommittee was discussing potential amendments to the signage standards for office uses and it was anticipated that these code changes would be adopted shortly. An application for the Kemp Chiropractic signs was received on March 24, 2014.

The Planning Commission and City Council have directed staff to propose amendments the sign code as it relates to wall signs for office uses. Three options for changes were presented to the Planning Commission on Feb. 27, 2014 and the Planning Commission recommended approval of one of the options. When the City Council discussed the recommended changes on March 25, 2014 the Council determined that the changes were too strict. The City Council then directed staff to come back with revisions that allow more flexibility; it appears that the City Council does not want office uses to have as much signage as commercial uses but prefers more flexibility that what was proposed.

The applicant attended the meetings at which the sign code was discussed and realizes more time is needed for a final decision on the amendments, but they are anxious to get their signs up with the opening of their business. Therefore, they have requested review of their signage under the current code rather than waiting for the amendments.

- C. Specific Request:** The applicants are requesting three wall signs for Young Family Dental and two wall signs for Kemp Chiropractic, along with a shared monument sign. The proposed signage is attached as Exhibit C.
- D. Process:** The site plan was approved by the City Council on August 6, 2013 with a condition "That the signage plan be brought back at a later date, after the Planning Commission has reviewed the revisions. The Signage plans shall comply with Section 19.18 of the Land Development Code."

Section 19.18.08 of the Code addresses permitted permanent signs, and subsection 2d addresses wall signs for office uses, with the current standards below:

- d. Wall Signs. In general, wall signs shall not be permitted for office uses. The Planning Director may allow the Urban Design Committee and Planning Commission the opportunity to review and approve wall signs for office uses. This shall be determined on a case-by-case basis. The standards listed in Subsection 19.18.08.3.e shall be applied when wall signs are considered for office uses.

The Urban Design Committee (UDC) reviewed the proposed signs on April 1, 2014 and made a positive recommendation to the Planning Commission for the proposed signage, with the conditions and caveats outlined below:

Young Family Dental Wall Sign. Height of primary letter (2'-0") is too big. Recommend it matches the height of the proposed Kemp Chiropractic sign (1'-3"), which is still large and very readable from the street. Consistent height of primary titles on the building reinforces the building design. For hierarchy of signs, the Primary sign could be 1'-8", and the supporting signs 1'-3", but for a single story building, 2'-0" height is proportionally too large.

Monument Sign. No issue. The large letter height looks to be around 12" or so. This is proportional for road readability. Recommend approval.

Kemp Chiropractic Wall Signs. No issue with size, placement, or materials. Recommend approval.

As office wall signs are reviewed on a case-by-case basis, the Commission is not required to approve the signage as proposed, and may choose to:

1. approve the signs as proposed;
2. modify the sign (e.g. to reduce the size or change the colors or location); or
3. deny any or all of the signs.

- E. Community Review:** This item has been scheduled as a review and action but not a public hearing. No mailed notice was done, and no public comment has been received.

- F. **Planning Commission Review:** The Planning Commission reviewed the proposed signs on April 10, 2014 and recommended Option 2 in Section H of this report along with additional conditions that the monument sign include the business address and meet the spacing requirements (must be 100' from other monument signs). Option 2 allows the north and south wall signs as proposed, denies the wall sign on the west elevation, and approves the monument sign as proposed.

At this meeting the applicant requested to move the monument sign from the southwest corner of the property to the northwest corner of the property. The spacing requirements have since been reviewed and the proposed location is more than 100 feet from nearby signs.

Key points discussed by the Planning Commission included:

Sandra Steele:

- Doesn't like granting exceptions to our code
- Concerned with the small size of the address
- Dentists, doctors, etc. are not impulse destinations but are planned stops and need less signage
- Concerned with the brick on the building – doesn't match the site plan
- Wants to see the sign colors coordinated better
- Discussed the pending code amendments and the identification sign with placards by doors

Hayden Williamson:

- Asked for a clarification on whether or not the signs comply with the Commercial sign code. (they comply)
- Also asked for clarification on the exception asked for – it is the 3rd sign which must be approved by the Council through the site plan? (all signs on new buildings must be approved through the site plan process)
- Code allows case-by-case basis, but we see them all over the place; would have a hard time not allowing it if one business can have it
- Third sign – free speech and would be more inclined to let that go than to restrict it

Kirk Wilkins:

- Businesses can live or die by their signs
- Opinion on this is that he would support being business friendly

Kara North:

- Address missing is an issue; recommend that it include the address
- Also make sure the new location meets the standards in terms of separation from other signs and meet all code
- Appreciated comments from the UDC that the heights of signs match between Kemp and Young Family; would reduce clutter and looks more pleasing.
- More in favor of just the two signs and to match

Jarred Henline:

- Concerned with potential for a denial to come back on the City
- Drove by and thinks it looks nice
- In favor of the signs on north and south and with the changes to the monument sign

Jeff Cochran:

- Difficult topic and a variety of opinions on signs, from none to too many
- As planning commissioners, if we do for one, do we need to do for all? Be mindful not just of individuals but the community as a whole. Seen some with too many signs and looks cluttered.

- Concur that a couple is appropriate but three is probably not

G. **Code Criteria:** Section 19.18.08.2. addresses the signage requirements for office uses.

Section 19.18.08.2.a. addresses Monument Signs for office uses.

a. **Monument Signs.**

- Number and Location.** Office uses shall be permitted one monument sign for each frontage in excess of fifty feet a site has a public or private street. Monument signs must be separated by a minimum distance of 100 feet as measured diagonally across the property. In addition, monument signs shall be no closer than 100 feet to any other ground sign located on the same frontage (see Figure 15).

Complies. The proposed location is over 100' from the Walgreens monument sign. Only one monument sign is being proposed.

- Size.** Monument signs for office uses shall not exceed seven feet, six inches (7'-6") feet in height. The area of the sign face shall not exceed forty-five square feet (see Figure 15).

Complies. The proposed monument sign is 7'-6" tall and the sign area is 36 square feet.

- Design.** Monument signs for office uses shall be constructed of materials and colors that match the building being advertised. The base of the sign shall be at least two feet in height and be finished with building materials to match the building. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy. If the uses being advertised involve more than one tenant, the permitted monument sign may list multiple tenants in the sign area. Changeable copy may be incorporated into the area of the sign face; however, it may not exceed fifty percent of this area. A protective cover is required over the portion of a sign which includes changeable copy. Monument signs shall also contain the street number or coordinate of the building the sign is associated with.

Complies. The proposed base is 24" and the notes indicate that the color and texture are to match the main building.

- Illumination.** Monument signs for office uses may be either internally or externally illuminated.

Complies. The monument sign is proposed to be internally lit.

Section 19.18.08.2.d. addresses Wall Signs for office uses.

- Wall Signs.** In general, wall signs shall not be permitted for office uses. The Planning Director may allow the Urban Design Committee and Planning Commission the opportunity to review and approve wall signs for office uses. This shall be determined on a case-by-case basis. The standards listed in Subsection 19.18.08.3.e. shall be applied when wall signs are considered for office uses.

The standards referenced for Office signs are included in Subsection 19.18.08.3.e, which addresses commercial wall signs and reads:

e. **Wall Signs.**

- Number.** The number of signs permitted for each elevation facing a public or private street or parking area for a commercial tenant shall be based on the size of the tenant

space as outlined in the following table. The total number of elevations with wall signs shall not exceed two unless otherwise approved through the site plan process for a new project, or administratively approved for an existing project which is already constructed or occupied.

1. **Third or Fourth Wall Signs for Retail/Commercial Uses.** These signs must be located on elevations which face a public or private street or a non-residential parking lot. These signs are not allowed on elevations which face undeveloped property, service alleys or driveways, or separate residential areas not included with a planned area.
2. **Reduction in Size.** The Director may determine that a reduction in size of a sign for a third or fourth wall sign is necessary. The applicant may be required to submit a sign study which includes all other signage on adjacent buildings within 500'. Signs located on elevations or walls less than 90 degrees apart must be reduced by a minimum of fifteen percent.
3. **Approval/Denial.** The Director may approve or deny any request for a third or fourth wall sign. The applicant may appeal an administrative decision to the Hearing Examiner.

Tenant Size (square feet)	Number of Wall Signs per Elevation	Maximum Letter/Graphic Height (feet)	Maximum Number of Ancillary Business Signs
0 to 9,999	One	Three	N/A
10,000 to 24,999	One	Four	N/A
25,000 to 49,999	Two	Five	Two
50,000 to 99,999	Three	Six	Three
100,000 +	Four	Nine	Four

Sign number: up for discussion. The tenant space for Young Family Dental is less than 9,999 square feet and may be considered for one (1) wall sign per elevation. They are requesting a wall sign on three elevations. If only two wall signs are approved, the applicant would like to obtain approval for the wall signs on the north and south elevations.

The tenant space for Kemp Chiropractic is also less than 9,999 square feet and may be considered for one (1) wall sign per elevation. They are requesting a wall sign on two elevations (north and south).

Sign size: complies. The maximum size for the sign is one (1) square foot of sign space per every one (1) lineal foot of width of the tenant space.

The Young Family Dental space is 50.6 feet wide on the south elevation and the proposed sign for that elevation is 30 square feet; they are 49 feet wide on the north elevation and the proposed sign for that elevation is 30 square feet; they are 55 feet wide on the west elevation and the proposed sign is 55 square feet. Only the sign on the west elevation is proposed at the maximum potential square footage.

The Kemp Chiropractic space is 40.4 feet wide on the south elevation and the proposed sign is 30.67 square feet; they are 42 feet wide on the north elevation and the proposed sign for that space is also 30.67 square feet. The proposed signs are below the maximum potential square footage.

Letter height: complies. The table also limits letter / graphic height to a maximum of three feet (3'). The proposed signs are comply with this requirement.

Illumination: complies. Section 19.18.06.5 addresses illumination, prohibiting lighting that impairs the vision of drivers and travelers, and permits internal illumination. The proposed signs are internally lit, with the light source shielded by the sign face.

H. Recommendation and Alternatives:

Section 19.18.08.2.d of the Code states that wall signage MAY be considered, and is therefore not guaranteed. The City Council may choose to:

- approval of the signage as proposed;
- modification to the signage in terms of size, illumination, or other aspect; or
- denial of any or all of the wall signage.

Staff recommends that the City Council review the signage and choose from the following options.

Option 1: Recommend approval of the signs as proposed.

"I move to approve the proposed signage plan as proposed, based on the findings and conditions below:

Findings:

1. Code Section 19.18.08.2.a. states that the requirements for monument signage for office uses.
2. The proposed monument sign complies with the Code.
3. Code Section 19.18.08 allows consideration of office wall signage upon the recommendation of the Urban Design Committee (UDC) and Planning Commission.
4. Wall signage for office uses is not guaranteed and is to be reviewed on a case-by-case basis.
5. The intent of case-by-case review is to avoid signage clutter.
6. The UDC reviewed the signage on April 1, 2014.
7. The UDC gave a positive recommendation, with conditions, on the proposed signage on April 1, 2014.
8. Code Section 19.18.08 states when wall signs for office uses are considered, the commercial signage requirements shall be applied and can be found in Code Section 19.18.08.3.e. The proposed wall signs comply with these requirements.
9. Code Section 19.18.08.3.e. states "The total number of elevations with wall signs shall not exceed two unless otherwise approved through the site plan process for a new project."
10. The third wall sign for Young Family Dental on the west elevation does not face undeveloped property, service alleys or driveways, or separate residential areas not included with a planned area.

Conditions:

1. The signage shall be limited to the attached.
2. The signage shall be located as indicated on the attached plans.
3. The sign shall be designed and constructed as indicated on the approved sign plan, including any changes required by the Commission.
4. No additional signage shall be permitted on the building façade.
5. A building permit for the signage must be obtained.

6. The City Council is the approval authority for the wall signs that is being request on the west elevation.
7. Any other conditions as articulated by the Planning Commission:

Option 2: Approve the monument sign as proposed and approve two wall signs per business with size limits for the wall signs, and deny the wall sign on the west elevation.

“I move to approve the monument sign as proposed, approve size limitations for the text and logo height of for the wall signs, and deny the third wall sign for Young Family Dental, based on the findings and conditions below:”

Findings:

1. Code Section 19.18.08.2.a. states that the requirements for monument signage for office uses.
2. The proposed monument sign complies with the Code.
3. Code Section 19.18.08 allows consideration of office wall signage upon the recommendation of the Urban Design Committee (UDC) and Planning Commission.
4. Wall signage for office uses is not guaranteed and is to be reviewed on a case-by-case basis.
5. The intent of case-by-case review is to avoid signage clutter.
6. The UDC gave a positive recommendation, with conditions, on the proposed signage on April 1, 2014.
7. The UDC recommended a maximum letter height of 1'-8" for the Young Family Dental wall signs, which are currently proposed for the wall signs on the north, south, and west elevations.
8. Code Section 19.18.08 states when wall signs for office uses are considered, the commercial signage requirements shall be applied and can be found in Code Section 19.18.08.3.e. The proposed wall signs comply with these requirements, but the UDC recommended a maximum letter height of 1'-8" for these signs.
9. Code Section 19.18.08.3.e. states "The total number of elevations with wall signs shall not exceed two unless otherwise approved through the site plan process for a new project."
10. Approval of the third wall sign is at the discretion of the approval authority. The third wall sign for Young Family Dental on the west elevation does not face undeveloped property, service alleys or driveways, or separate residential areas not included with a planned area. However, this is a small commercial building and the north and south wall signs will be visible to both northbound and southbound traffic, the building is located closer to the street than neighboring buildings and has high visibility; thus the third wall sign is excessive.

Conditions:

1. The signage shall be limited to the attached, excluding the wall sign on the west elevation.
2. The signage shall be located as indicated on the attached plans, except the sign on the west elevation is not approved.
3. The north and south wall signs shall be designed and constructed as indicated on the attached sign plans, with a maximum letter height of 1'-8".
4. The logos be may be constructed as proposed; with a maximum height of 2'-6" for Young Family Dental and 3'-0" for Kemp Chiropractic.
5. No additional signage shall be permitted on the building façade.
6. A building permit for the signage must be obtained.
7. That the monument sign includes the business address.
8. That the monument sign is 100 feet or more from nearby monument signs.

Option 3: Approve the monument sign as proposed and deny all of the wall signs.

"I move to approve the proposed monument sign as proposed and deny all wall signs, based on the Findings below:

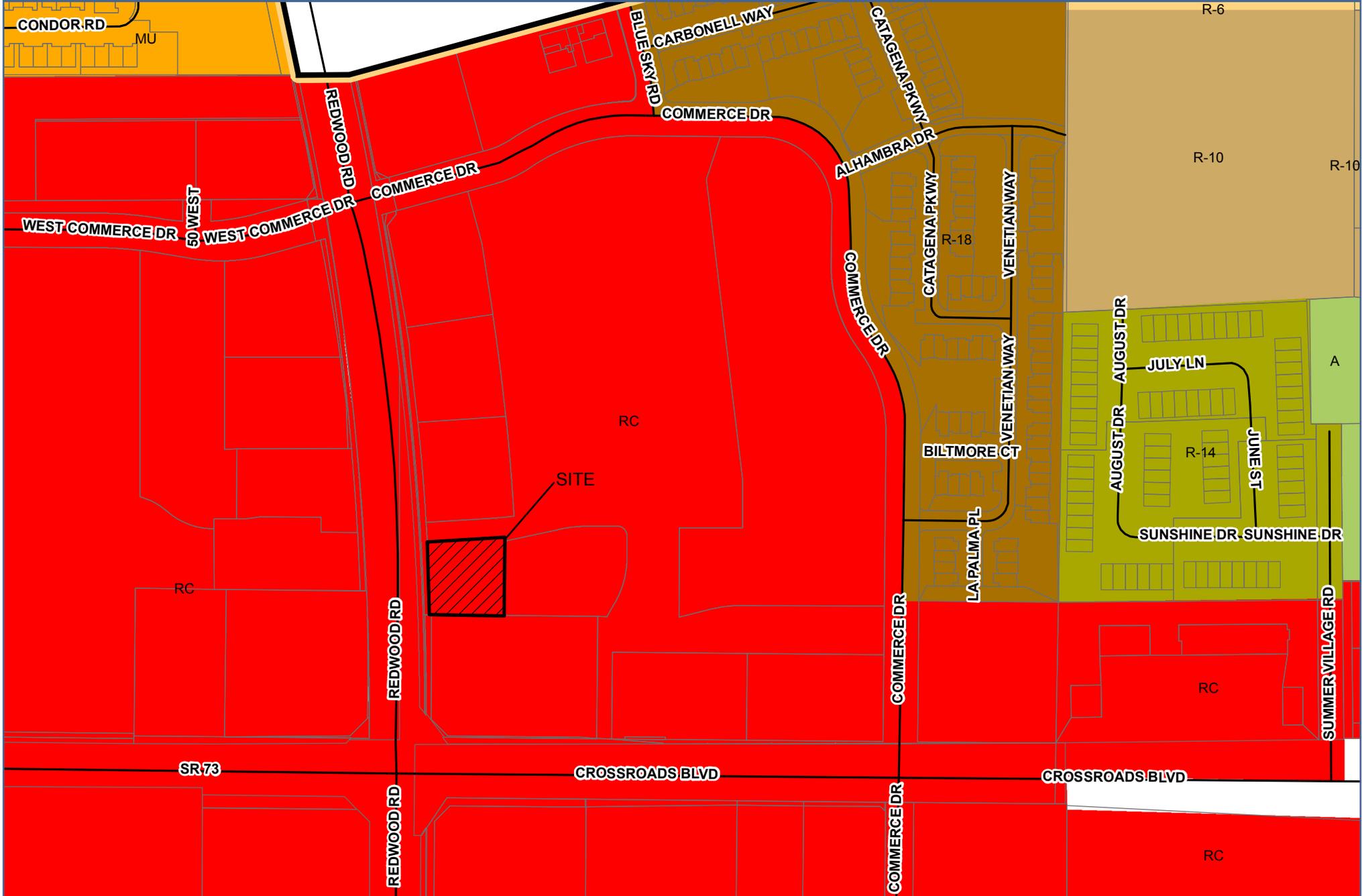
Findings:

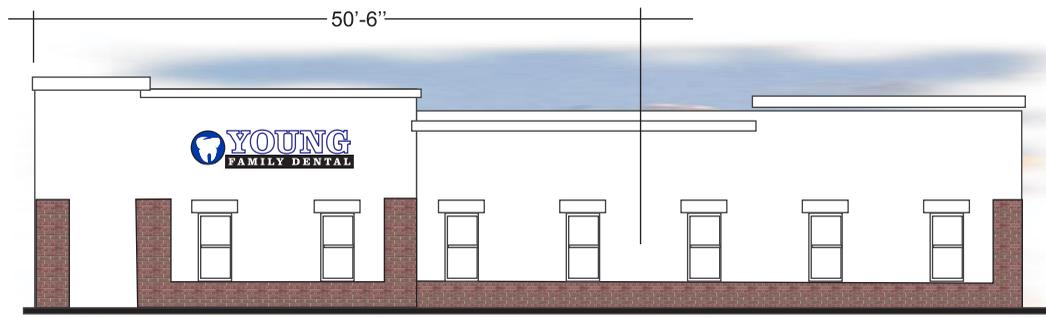
1. Code Section 19.18.08.2.a. states that the requirements for monument signage for office uses.
2. The proposed monument sign complies with the Code.
3. Code Section 19.18.08.2.d. address wall signs for office uses and states "In general, wall signs shall not be permitted for office uses."
4. Wall signage for office uses is not guaranteed under the current code.

H. Attachments:

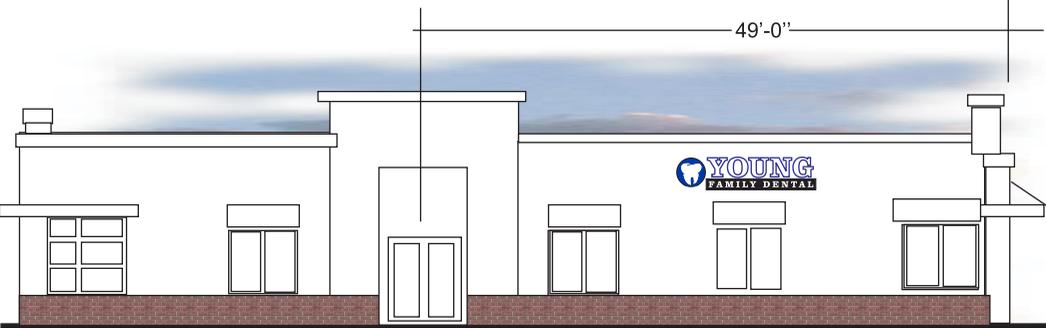
- A. Location / Zone Map
- B. Site Plan
- C. Proposed Signage

Location Map





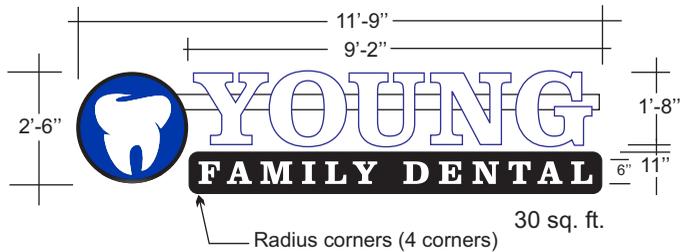
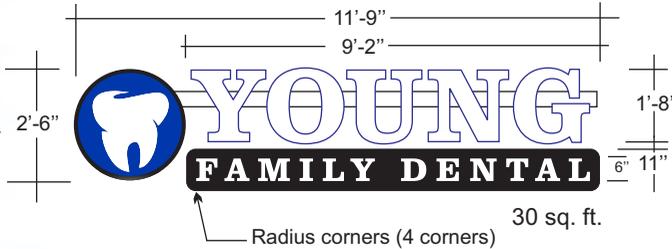
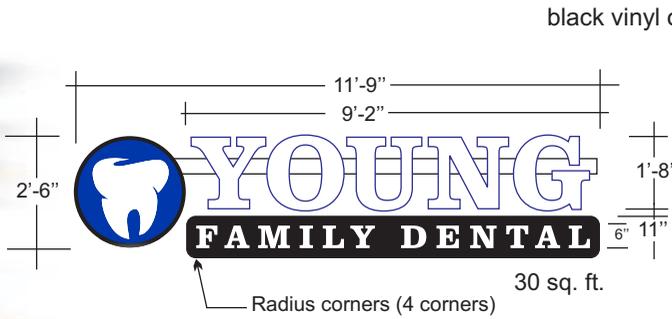
South Elevation



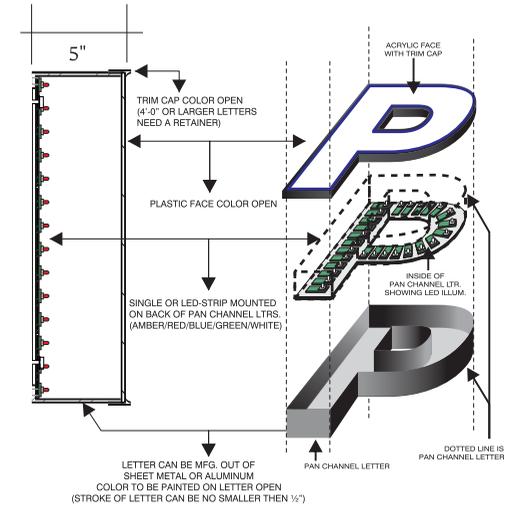
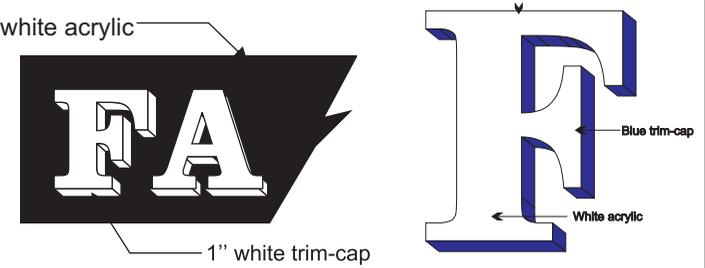
North Elevation



West Elevation



black vinyl overlay on white acrylic



Universal Signs propose to manufacture & install (3) sets of internally illuminated channel letters as follows:

- Returns: 5" deep aluminum with white enamel finish
- Faces: 3/16" white acrylic / grey / blue vinyl outline.
- Logo to be white acrylic with vinyl overlay details
- Cabinet shape to be white acrylic with black vinyl overlay. Letters to be white acrylic with white trim-cap mount to the face of the background acrylic (see detail)
- Illumination: White LED lamps
- Installation: Mount on raceways painted to match the fascia colors

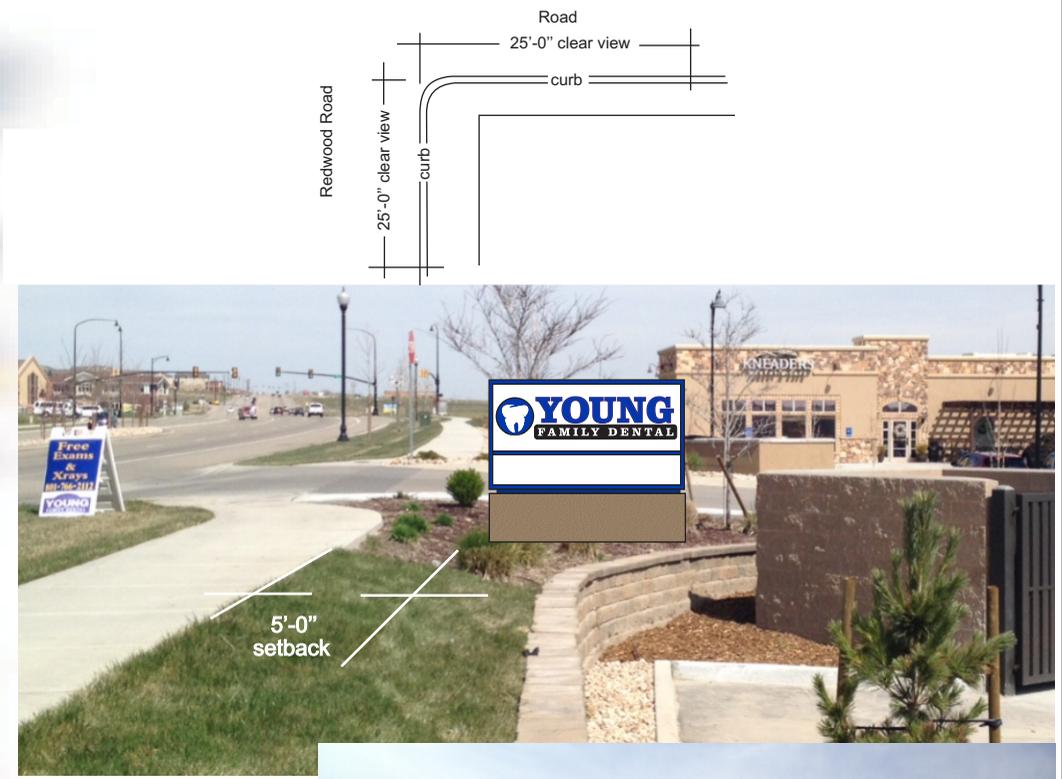
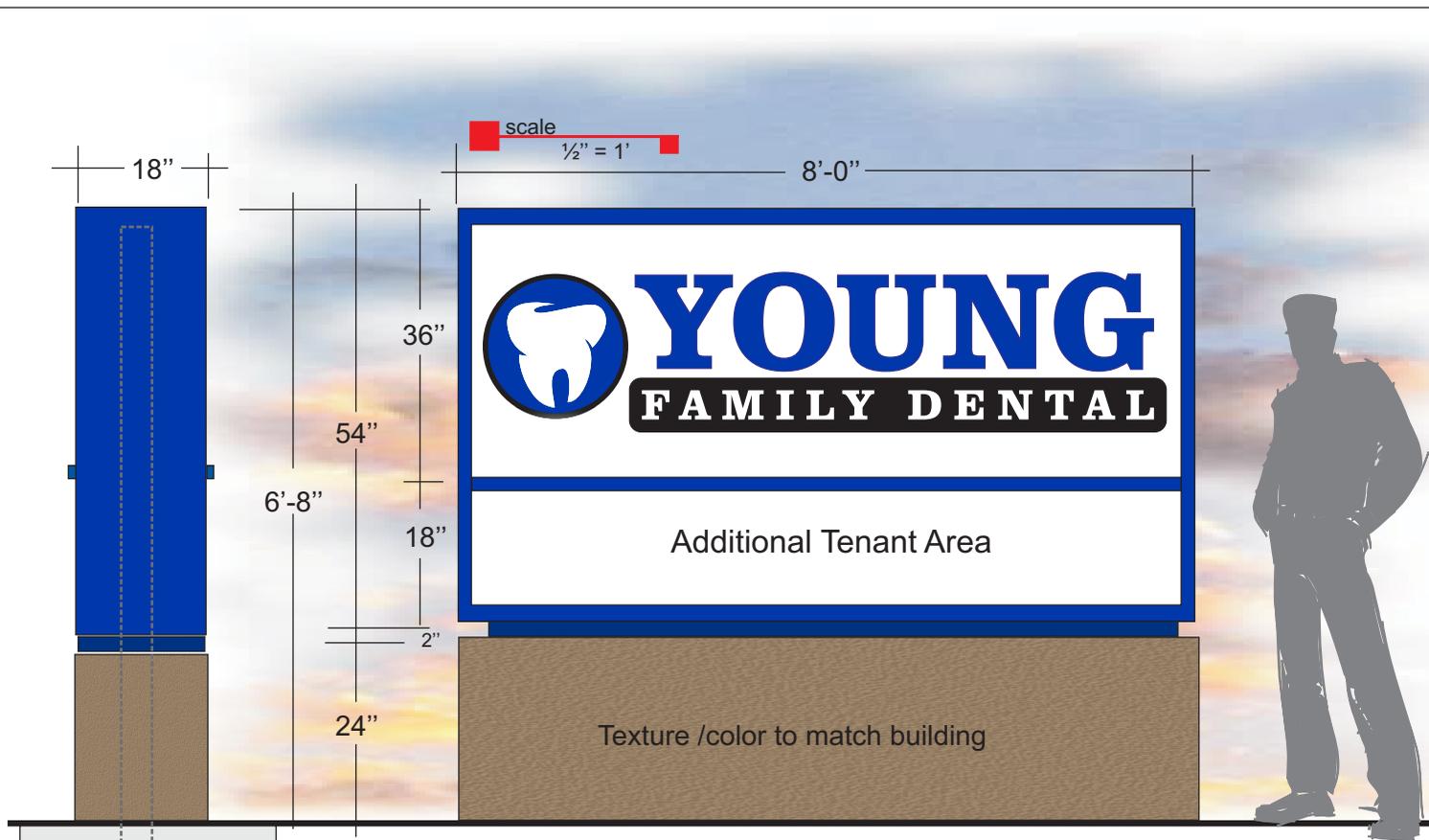
Connect electrical to existing power source at site of each sign



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Customer: Young Family Dental	Date: 4-09-14
Address: Saratoga Springs, Utah	Designer: Mark F. Nelson
Customer approval:	Landlord approval:
	Salesperson: Mark F. Nelson

Universal Signs
A Full Service Sign Shop
 600 W. 2451 So. Salt Lake City, Utah 84115
 Phone (801) 467-8700 Fax (801) 467-8595



Universal Signs propose to manufacture & install (1) double-sided internally illuminated Monument Display as follows:

- Top Cabinet.....
- All metal / aluminum construction with match blue enamel finish
- Include extruded (T-bar dividers)
- White lexan faces with vinyl graphic overlay
- T-12 h.o. fluorescent lamps
- Base.....
- All metal / aluminum with stucco finish painted to match building color

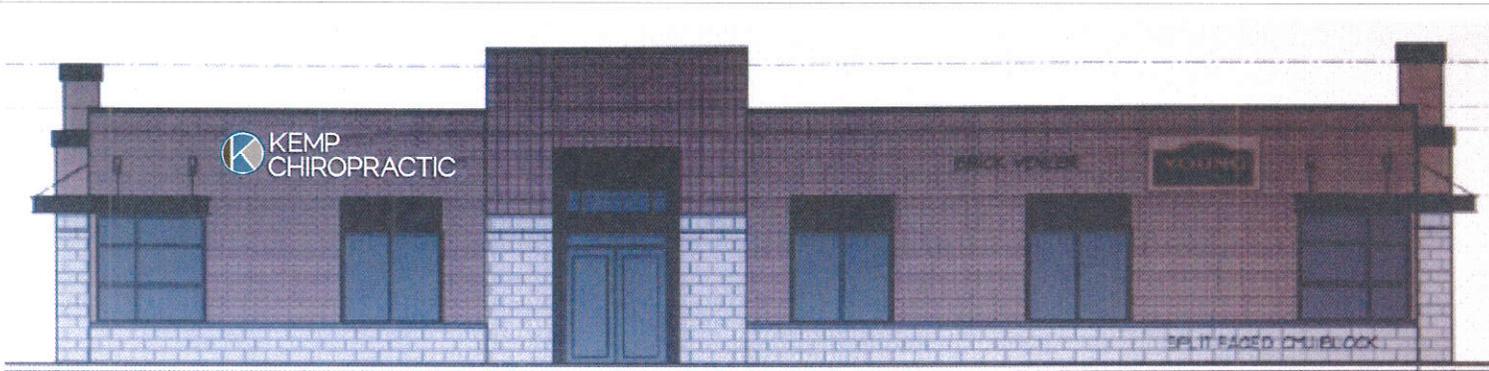
Installation: Mount direct burial set in concrete.
Connect electrical to an existing power source brought to the site of the sign (by others)

4" diameter steel pipe support
set direct burial in concrete

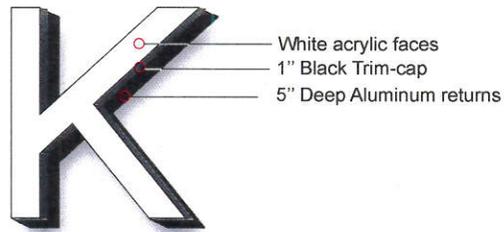
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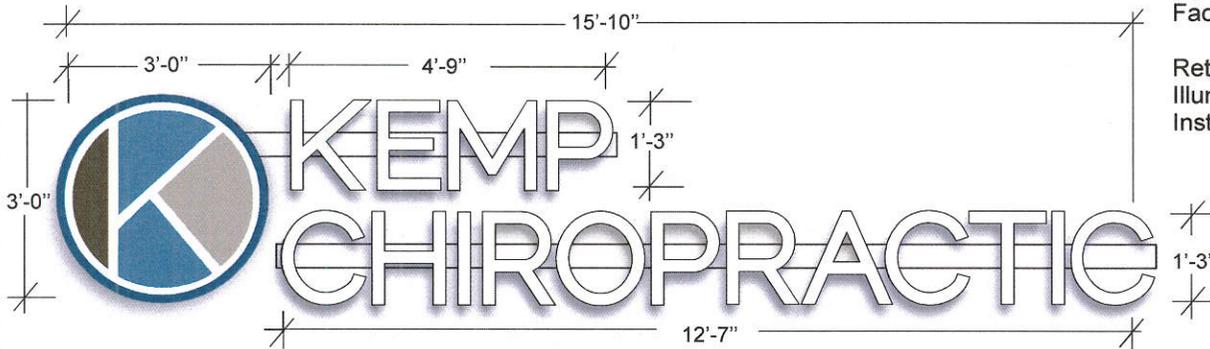
Universal Signs
A Full Service Sign Shop
600 W. 2451 So. Salt Lake City, Utah 84115
Phone (801) 467-8700 Fax (801) 467-8595



North Elevation



- White acrylic faces
- 1" Black Trim-cap
- 5" Deep Aluminum returns

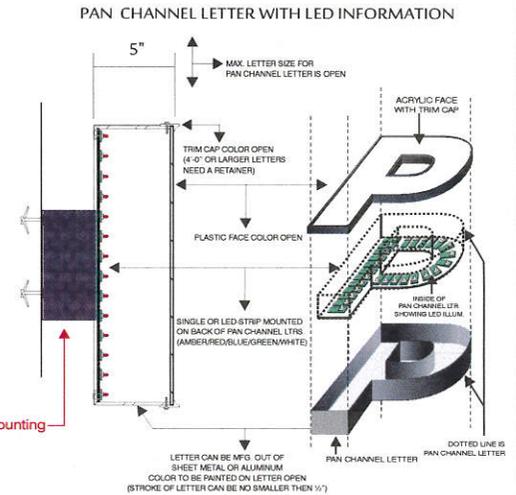


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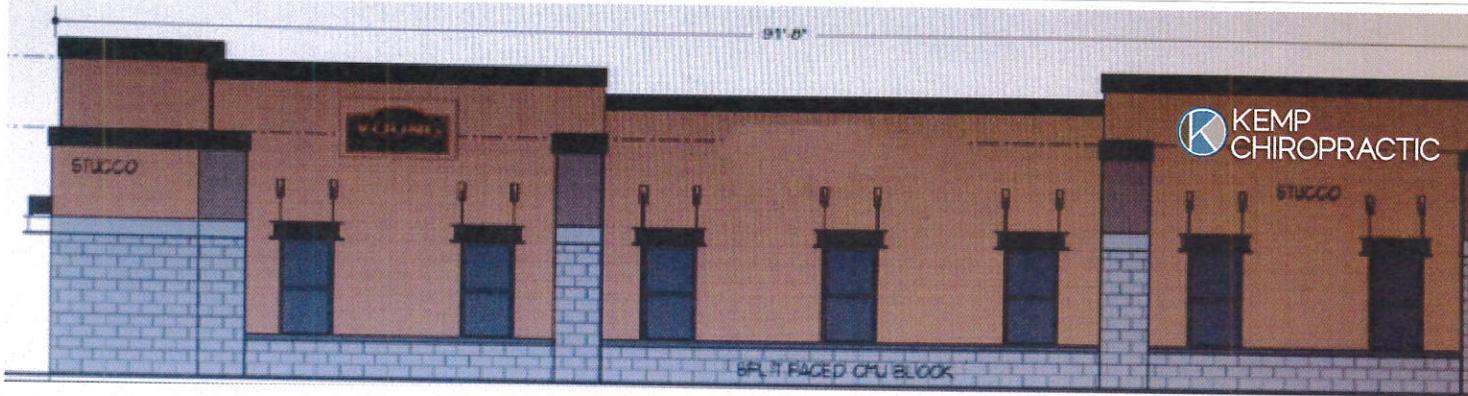
Customer: Kemp Chiropractic
 Address: 1416 North Commerce Dr. stu B Saratoga Springs, Utah 84045
 Customer approval: _____ Landlord approval: _____

Front (North) Elevation
 Universal Signs propose to manufacture & Install the following:
 (1) set internally illuminated pan-channel letters
 Faces: 3/16" white acrylic with 1" black trim-cap
 Logo to have matching vinyl overlays
 Returns: 5" deep .040 aluminum with black enamel finish
 Illumination: White LED lamps
 Installation: Mount flush to the front fascia on raceways (paint to match brick color)
 with thru-wall wiring connecting to the existing power source

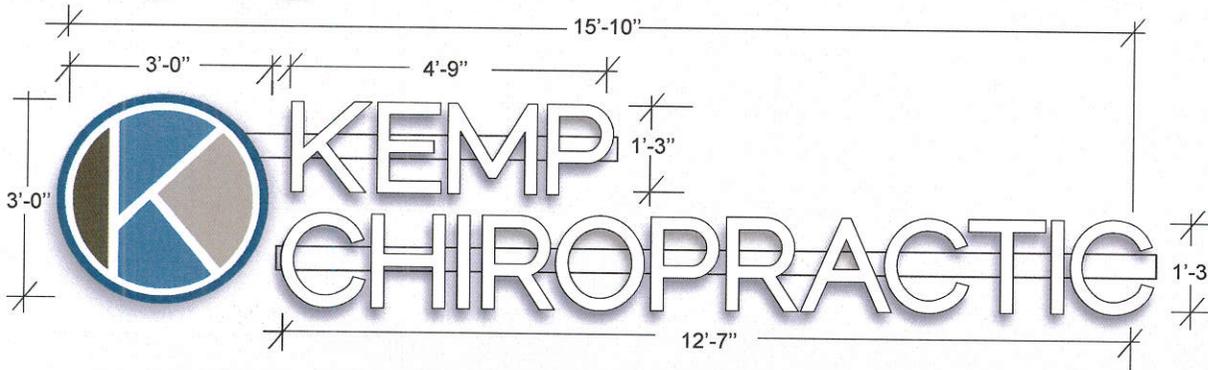
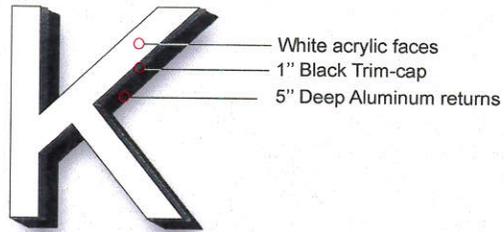
Date: 3-10-2014
 Designer: Mark F. Nelson
 Salesperson: Mark F. Nelson



Universal Signs
 A Full Service Sign Shop
 600 W. 2451 So. Salt Lake City, Utah 84115
 Phone (801) 467-8700 Fax (801) 467-8595



South Elevation



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Customer: Kemp Chiropractic

Address: 1416 North Commerce Dr. stu B Saratoga Springs, Utah 84045

Customer approval:

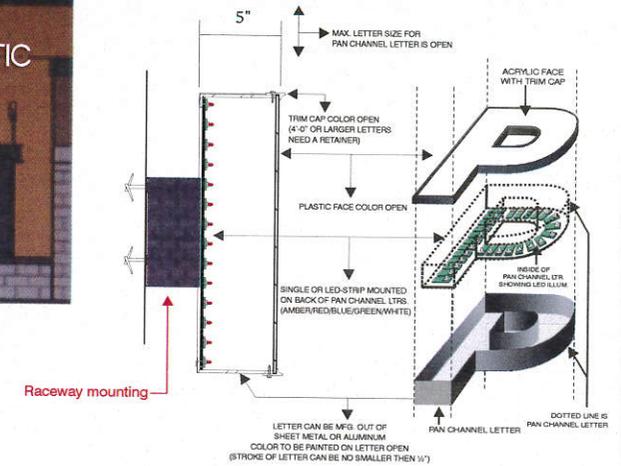
Landlord approval:

Date: 3-10-2014

Designer: Mark F. Nelson

Salesperson: Mark F. Nelson

PAN CHANNEL LETTER WITH LED INFORMATION



Back (South) Elevation

Universal Signs propose to manufacture & Install the following:

(1) set internally illuminated pan-channel letters

Faces: 3/16" white acrylic with 1" black trim-cap

Logo to have matching vinyl overlays

Returns: 5" deep .040 aluminum with black enamel finish

Illumination: White LED lamps

Installation: Mount flush to the back fascia on raceways

with thru-wall wiring connecting to the existing power source

Universal Signs
A Full Service Sign Shop
 600 W. 2451 So. Salt Lake City, Utah 84115
 Phone (801) 467-8700 Fax (801) 467-8595



OPPOSITE SIDE

Monument Sign Tenant Vinyls
 Manufacture and install (2) vinyl graphics reading Kemp Chiropractic - Logo
 Install on the existing lexan face panels

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Customer:	Kemp Chiropractic	Date:	3-10-2014
Address:	1416 North Commerce Dr. stu B Saratoga Springs, Utah 84045	Designer:	Mark F. Nelson
Customer approval:	Landlord approval:	Salesperson:	Mark F. Nelson

Universal Signs
 A Full Service Sign Shop
 600 W. 2451 So. Salt Lake City, Utah 84115
 Phone (801) 467-8700 Fax (801) 467-8595

City Council Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Jacobs Ranch Drainage perpetual maintenance
Date: April 29, 2014
Type of Item: Discussion of perpetual maintenance



Description:

A. Topic:

This item is for the discussion of the improvement and maintenance of property at the edges of the Jacobs Ranch drainage that originates from Israel Canyon.

B. Background:

The City has completed improvements to the Israel Canyon Drainage consisting of a rock lined channel bottom with an asphalt trail. Above the rock lining, there are many areas that are un-vegetated and are immediately adjacent to backyards. Also along the drainage, there are several lots adjacent to the new retaining wall where their property line is 10-20 feet back from the wall. This has resulted in an un-vegetated strip between the adjacent land owner's property and the wall.

Many of the residents along the lower channel have expressed concerns about how these unimproved areas adjacent to their backyards will be maintained by the city. They understand the difficulty of maintaining these hard to access areas and have requested that the City allow them to improve these areas at their own expense so that they do not become unsightly, and filled with weeds.

C. Analysis:

Staff presented several options to the Council at the April 15th Work Session. One option that would allow residents to assume responsibility for these areas is to enter into license agreements with each property owner that desires to improve and maintain city property adjacent to their back yard. Another option could be to deed portions of the drainage not necessary for storm water conveyance and that do not provide usable open space to the community to the adjacent landowner. At the work session the installation of a trail along the south of the wall was also discussed as an option.

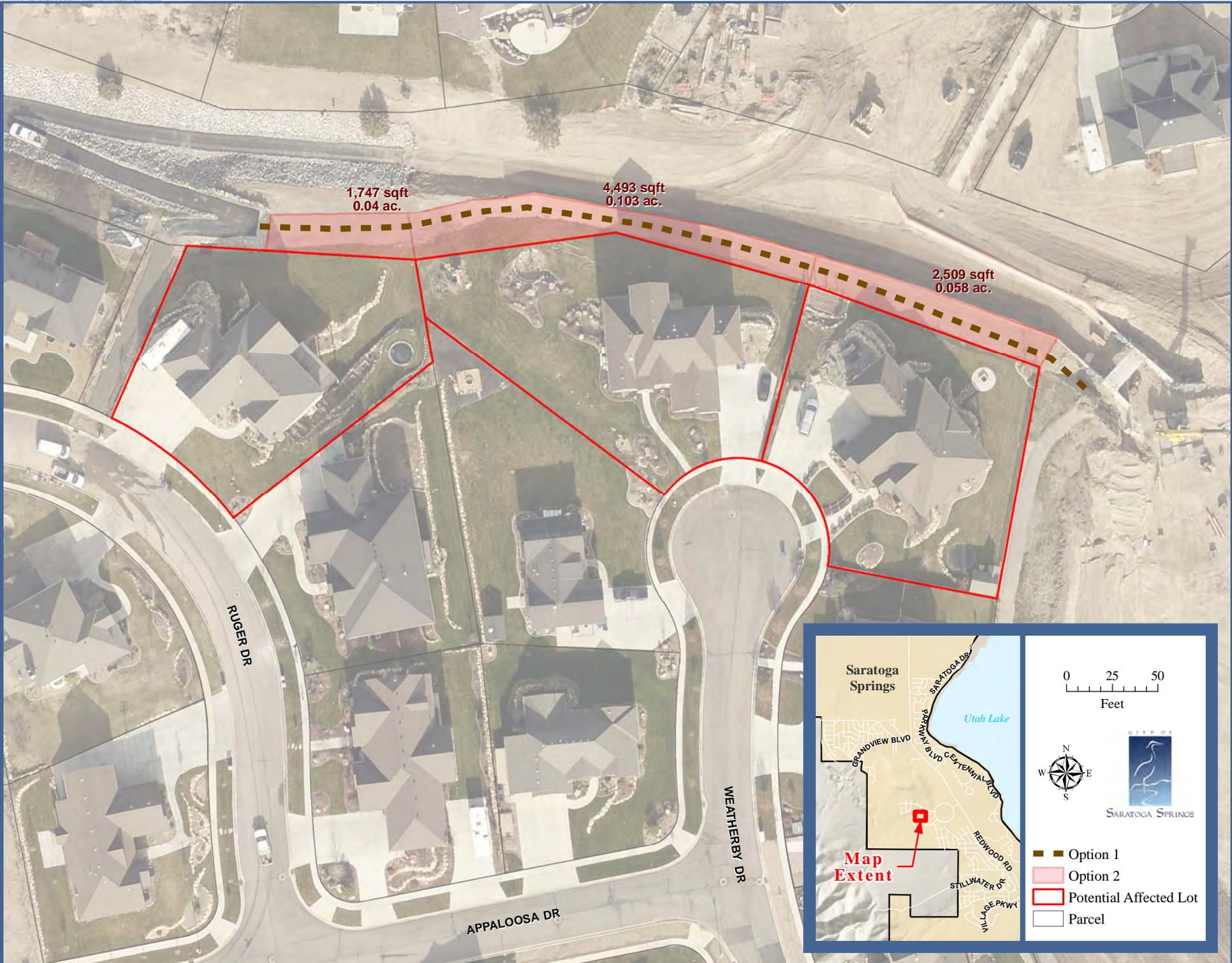
Staff has worked to analyze the risks and benefits of allowing residents to improve these areas immediately adjacent to their backyards and have identified the following:

- By allowing residents to improve and maintain these areas the City will save significant time and expense by not having to assign this responsibility to our parks department.
- Complaints and calls for service for maintenance in the drainage are expected to be significantly reduced if the adjacent landowners accept responsibility for its maintenance.
- Permitting residents to use public property through a license agreement may increase the City's liability.
- Deeding the property to certain residents may deprive other residents of use of that open space that was dedicated through the subdivision process.

D. Recommendation:

I recommend that the City Council discuss the following options provide staff direction on which one they would like to proceed with:

1. Build a trail along the south of the wall connecting the trail in the park to the trail corridor off Ruger Drive.
2. Deed the Property to the Adjacent land owners where it is determined that the property is not needed for storm water conveyance and is not usable or functional open space for the community.
3. Enter into License Agreements with those residents that want to improve the area adjacent to their lot
4. Do nothing at this time.



City Council Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer

Subject: Engineering Standards and Specifications - Lighting

Date: April 29, 2014

Type of Item: Adoption of Update to Lighting Standards



Description:

A. Topic:

This item is for the update to the City's Lighting Standards and specifications for the adoption of LED type lighting.

B. Background:

The City's engineering technical specifications and drawings manual provides requirements for the use of materials, products and services to be used by developers and contractors in the construction of public infrastructure. The current version used by the City was adopted last year in May of 2013. Staff has been working with our lighting vendor, Mountain States Lighting (MSL), to identify LED equivalents to the City's current lighting standards.

C. Analysis:

The Engineering Department and Public Works has compiled recommended updates to the City's Lighting specifications and details to move all street lights to an LED standard. Staff has identified a LED fixture available from MSL for the City's existing Arterial and Collector lights that will use the same base, pole, and luminaire parts. The lamp inside the luminaire will be the only change required to the existing standard. The residential street light will require an entirely new luminaire as our existing luminaire is not compatible with the LED fixture; however the new luminaire will fit on the existing pole and base standard. Staff has identified a nearly identical looking luminaire for our residential lights that will also reduce maintenance as it a one piece top, dust sealed, with a tool less entry. In other words the interior lamp can be accessed more quickly by maintenance staff and will be kept free of dirt and debris. Based upon discussions with Rocky Mountain Power and the City Electrician, Doug Stout, it is anticipated that each LED light will save the City \$2 - \$5 dollars per month in electrical charges as well as significant savings in parts and labor for bulb replacement over its lifetime. The LED fixtures are expected to last 8-10 times longer than the current Metal Halide bulbs and also come with a 10-year warranty.

Recommendation: Staff Recommends the City Council adopt the proposed updates to the City's Street Lighting Standards because it will save the City significant time and money during the life cycle of each street light.

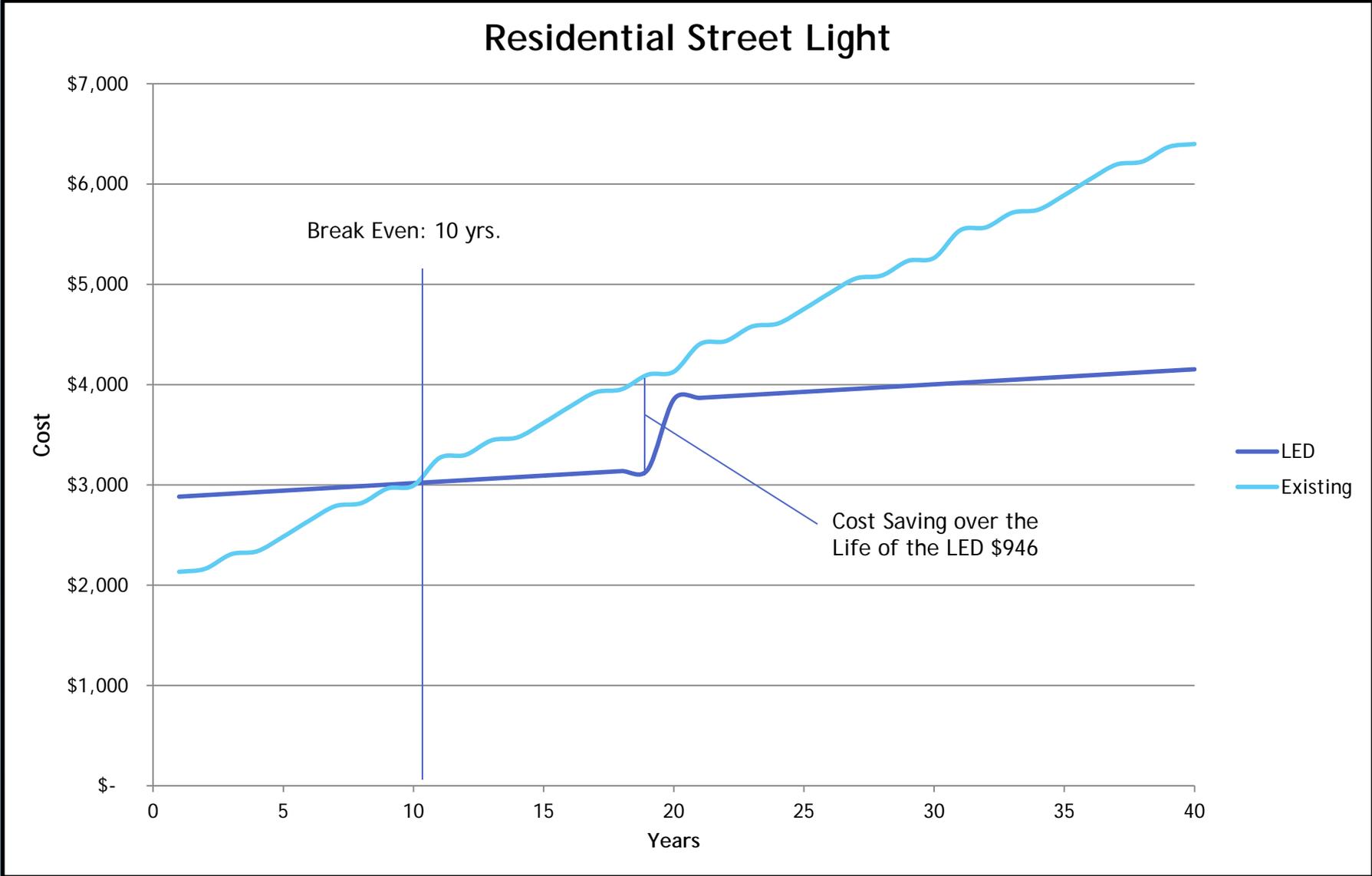
Street Light Improvements (LED upgrades)



CITY OF
SARATOGA SPRINGS

Cost-Benefit

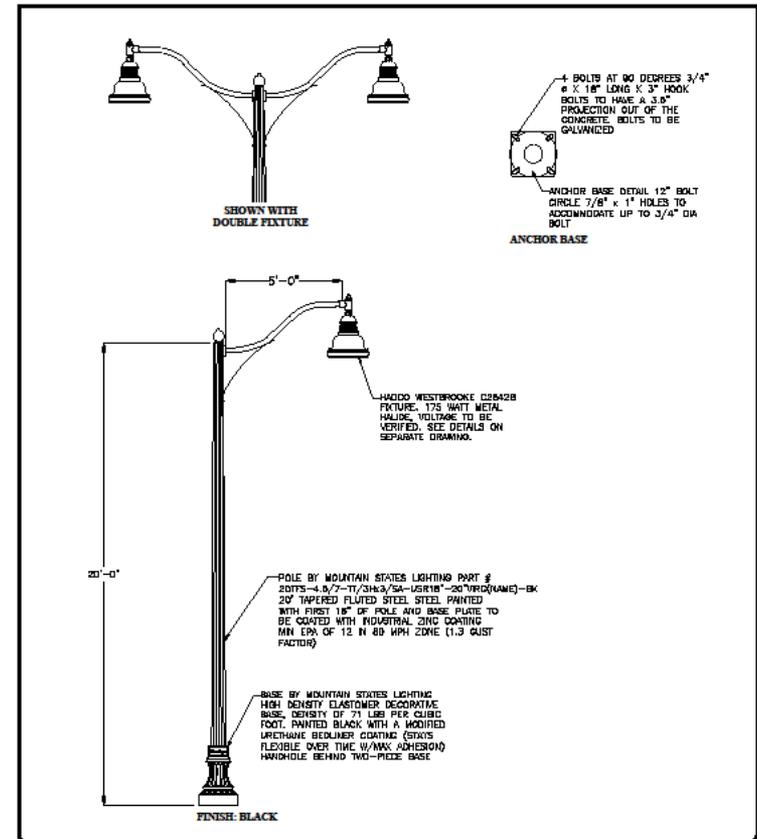
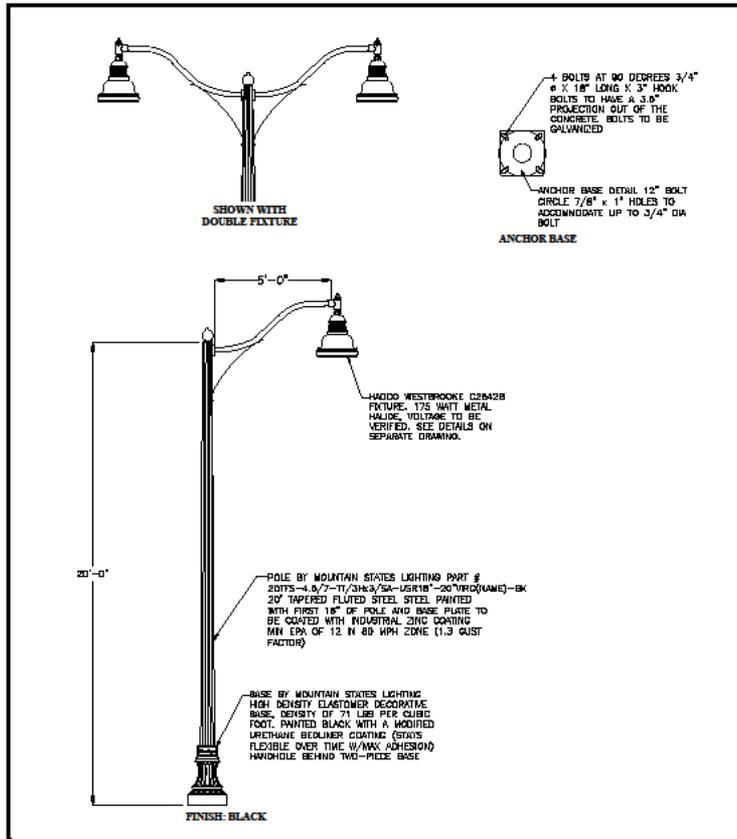
Residential Street Light



Collector / Commercial

Costs (Existing)	
Fixture	\$3,450.00
Power/Month	\$4.46

Costs (LED)	
Fixture	\$3,770.00
Power/Month	\$2.23



20' STREET LIGHT COLLECTOR / COMMERCIAL

DATE: FEBRUARY 2014	REV: DATE: BY: COORDINATOR:
DESIGNER: NAME: LP-2	
DRAWN BY: CSD	SARATOGA SPRINGS CITY
CHECKED: APPROVED:	DATE: 11/11/2014

STANDARD DETAILS

STREET LIGHTS

LP-2

20' STREET LIGHT COLLECTOR / COMMERCIAL

DATE: FEBRUARY 2014	REV: DATE: BY: COORDINATOR:
DESIGNER: NAME: LP-2	
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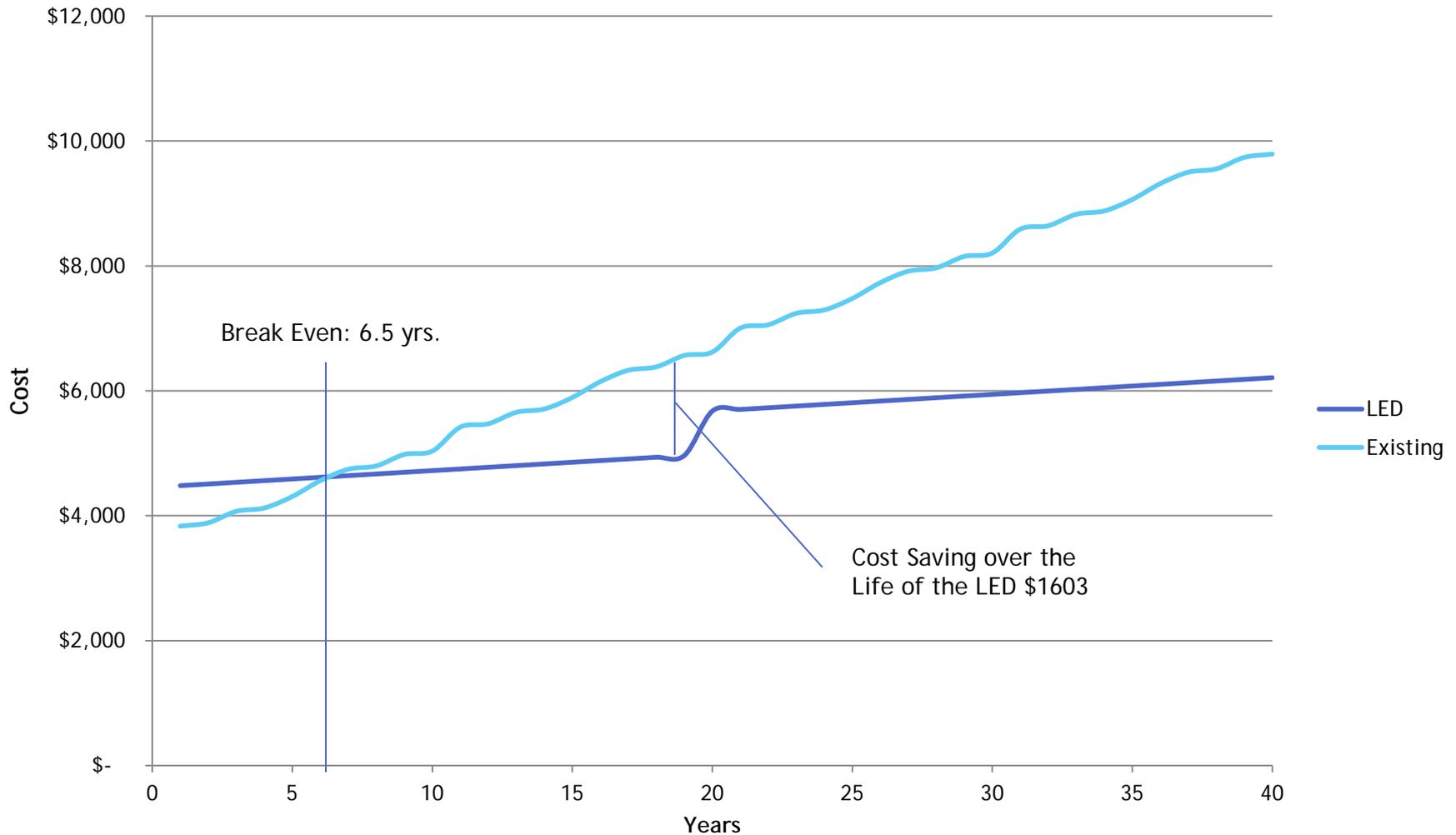
STANDARD DETAILS

STREET LIGHTS

LP-2

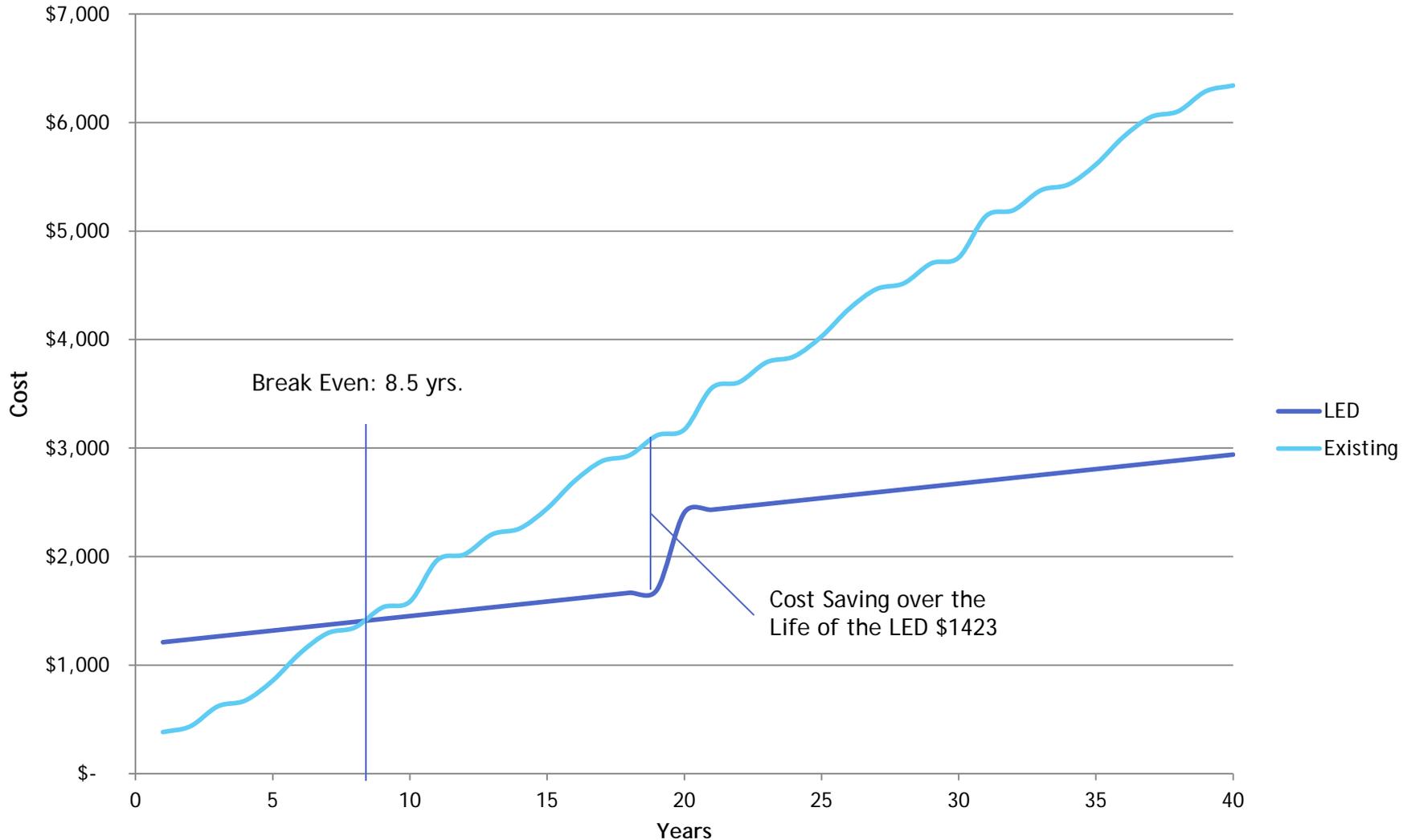
Cost-Benefit

Street Light Collector/Comercial



Cost-Benefit Retrofit

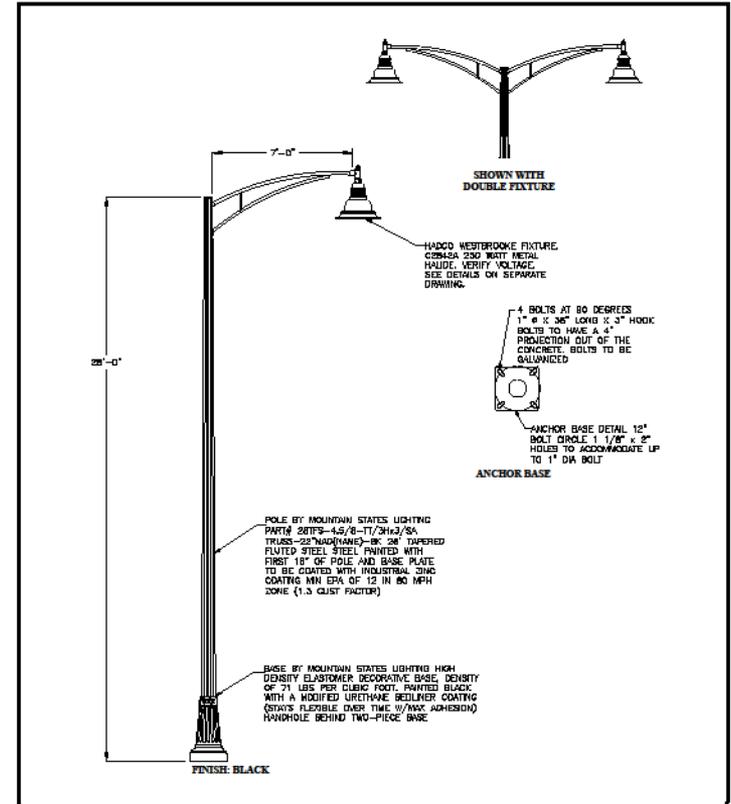
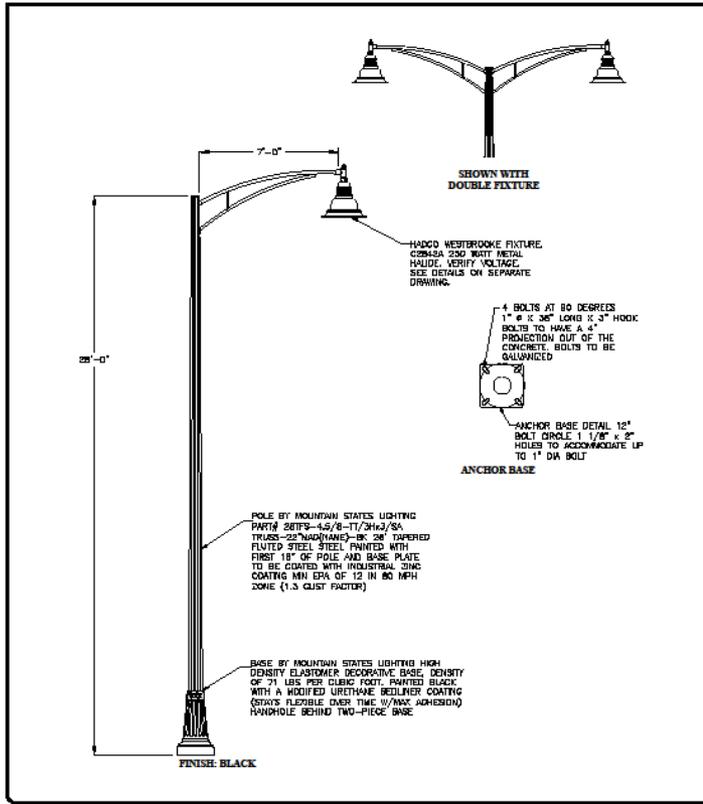
Street Light Collector/Comercial (Retrofit)



Arterial

Costs (Existing)	
Fixture	\$3,649.00
Power/Month	\$6.17

Costs (LED)	
Fixture	\$3,914.00
Power/Month	\$3.09

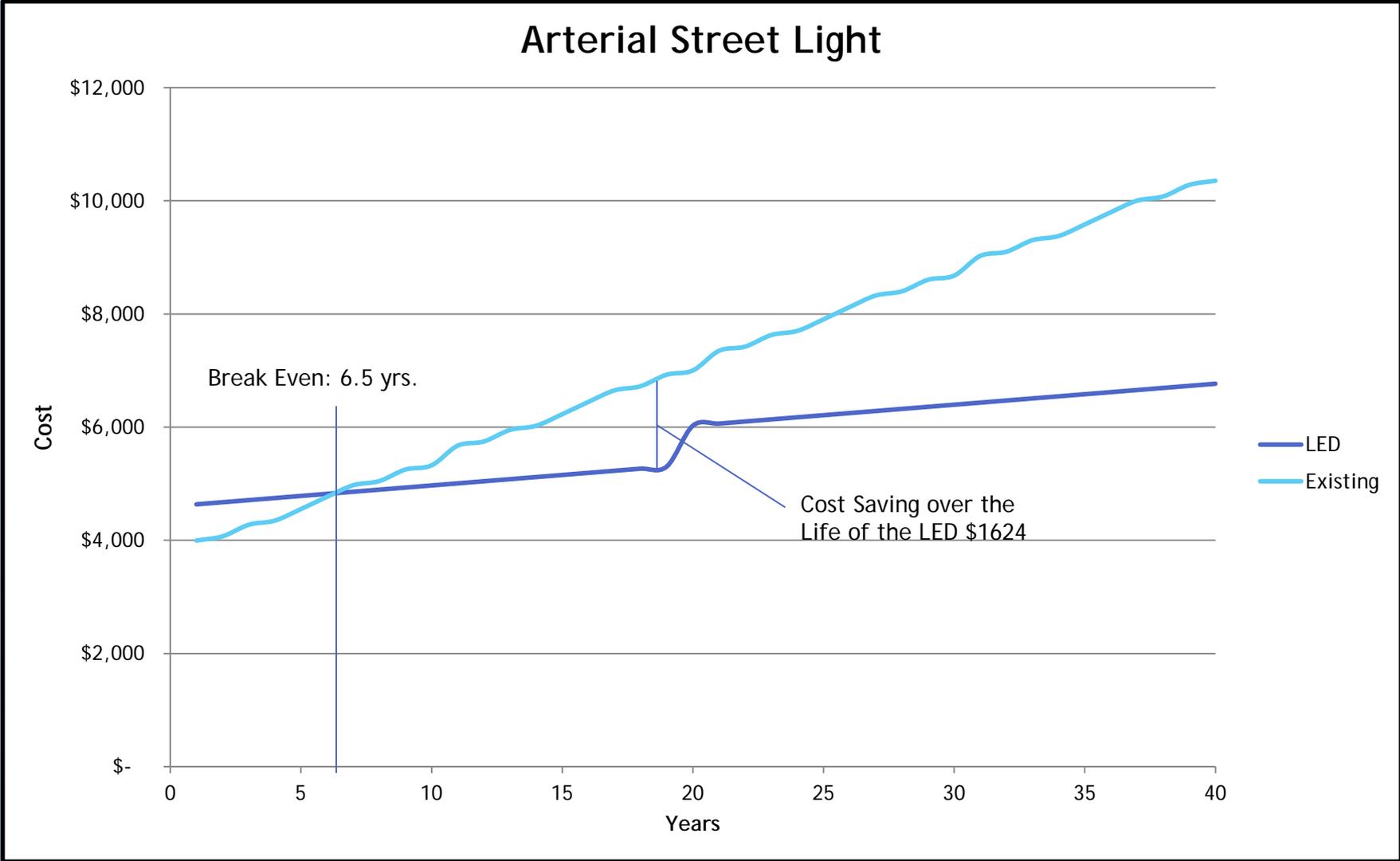


28' ARTERIAL STREET LIGHT	DATE: FEBRUARY 2018	DATE: []	DATE: []	DATE: []	STANDARD DETAILS	
	DRAWN BY: []	DATE: []	DATE: []	DATE: []		STREET LIGHTS
	DRAWN BY: []	SARATOGA SPRINGS CITY				LP-3
	CHECKED: []	SARATOGA SPRINGS CITY				

28' ARTERIAL STREET LIGHT	DATE: FEBRUARY 2018	DATE: []	DATE: []	DATE: []	STANDARD DETAILS	
	DRAWN BY: []	DATE: []	DATE: []	DATE: []		STREET LIGHTS
	DRAWN BY: []	SARATOGA SPRINGS CITY				LP-3
	CHECKED: []	SARATOGA SPRINGS CITY				

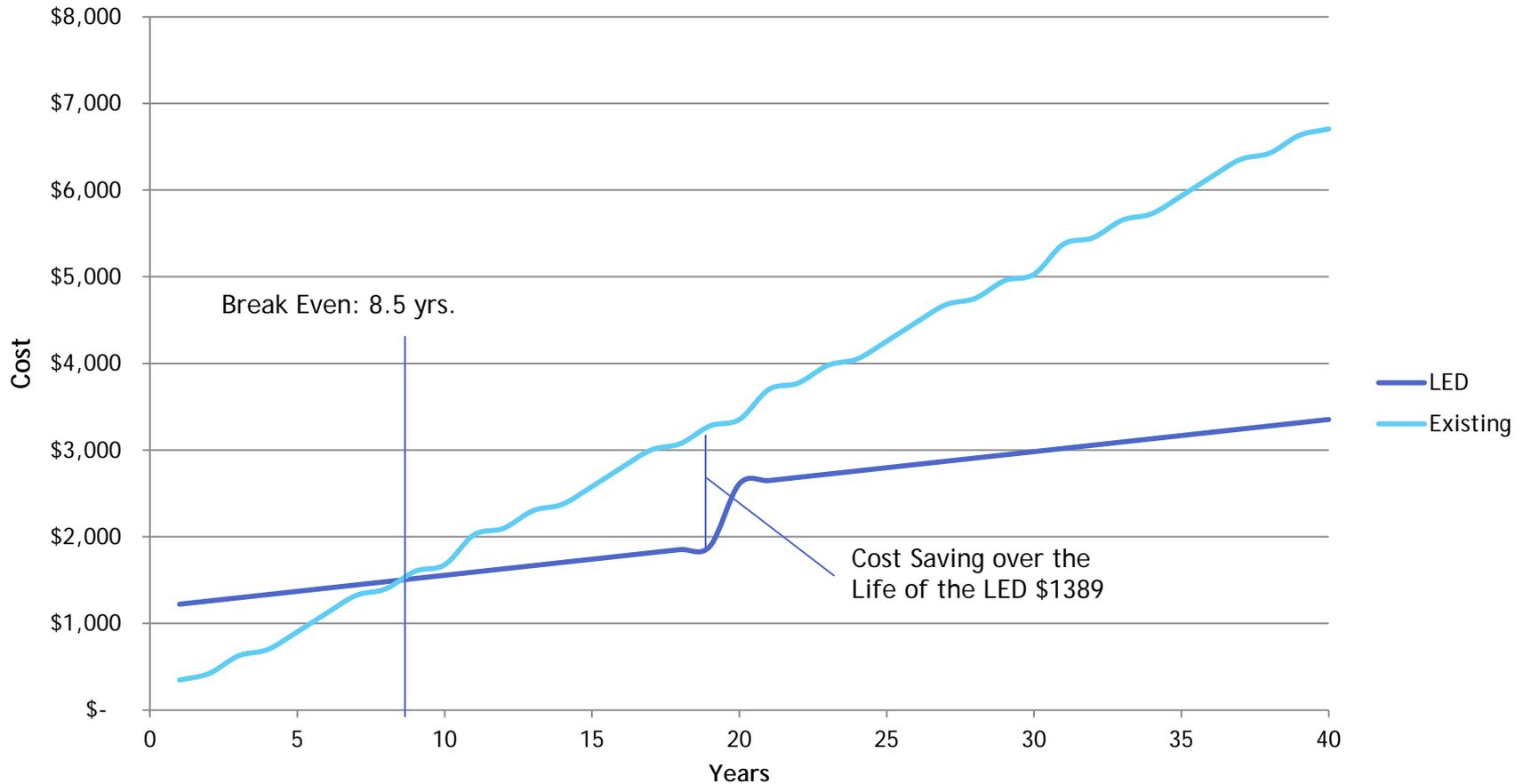
Cost-Benefit

Arterial Street Light



Cost-Benefit Retrofit

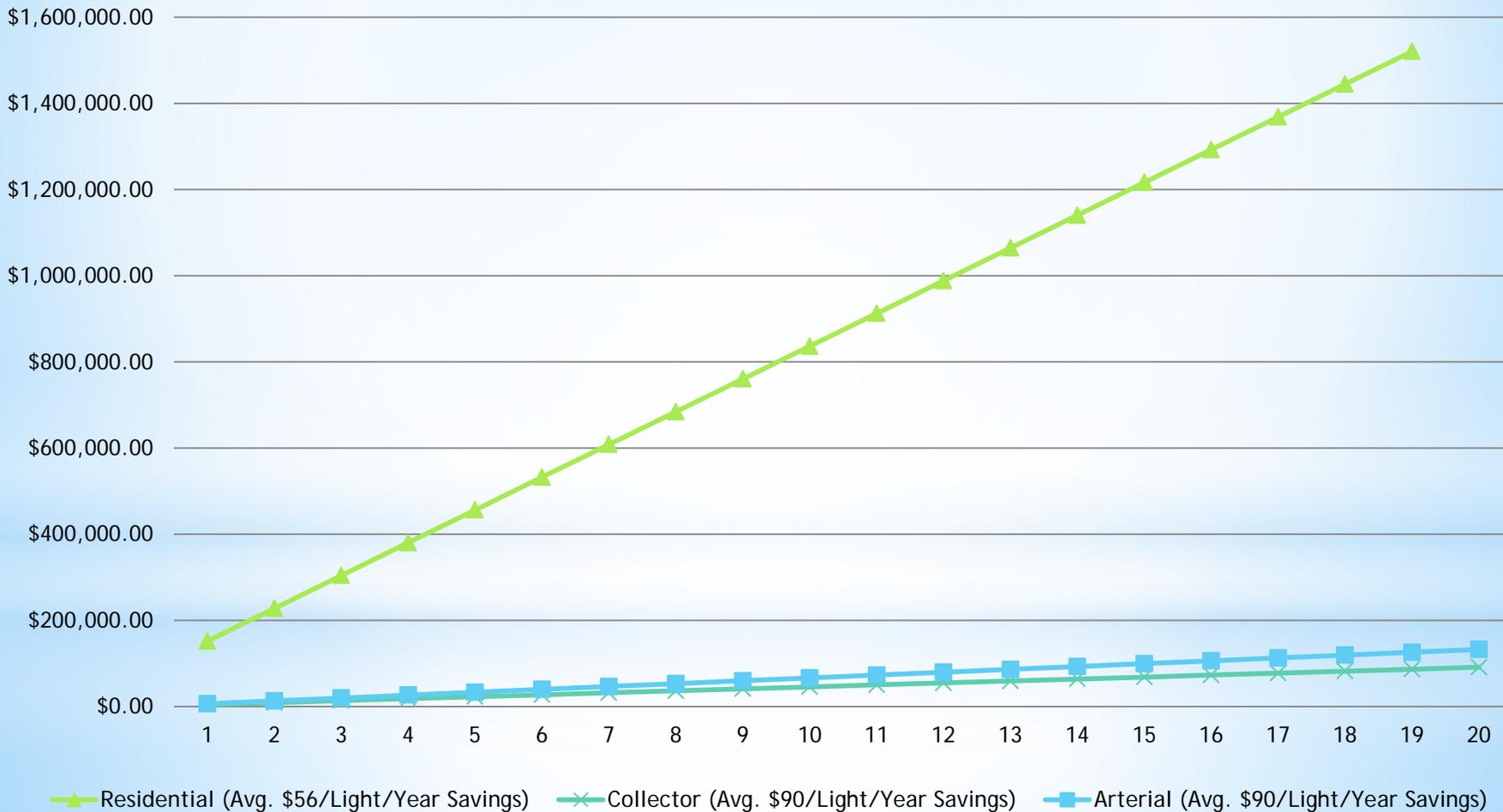
Arterial Street Light (Retrofit)



Energy Savings Per Year



Avg. Cost Savings Over the 20 Year Life Span of LEDs



ORDINANCE NO. 14-10 (4-29-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING THE AMENDED STANDARD TECHNICAL SPECIFICATION AND DRAWINGS MANUAL FOR THE CITY OF SARATOGA SPRINGS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on May 7, 2013, the City Council of the City of Saratoga Springs last adopted updates to the Engineering Standards and Specification manual; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 *et seq.*, the City Council for the City of Saratoga Springs may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal ordinances, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City needs to have current standards and specifications with respect to the development and installation of public improvements; and,

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare that the attached modified Standard Technical Specifications and Drawings be adopted.

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

SECTION I – ENACTMENT

The modified Standard Technical Specifications and Drawings attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision

shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch _____
Rebecca Call _____
Michael McOmber _____
Bud Poduska _____
Stephen Willden _____