CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, November 18, 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 Introduction.
- 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. Contract Amendment for the Secondary Water Rate Study.
    b. Acceptance of the City of Saratoga Springs Fiscal Year 2014 Audit and Comprehensive Annual Financial Report.
    c. Amending the Planning Fees in the City of Saratoga Springs Consolidated Fee Schedule.
        i. Resolution R14-47 (11-18-14): A resolution amending the City of Saratoga Springs Consolidated Fee Schedule.
    d. Amendments to the Personnel Policy and Procedures Manual.
        i. Resolution R14-48 (11-18-14): A resolution amending the City of Saratoga Springs Personnel Policy and Procedures Manual.
    e. Settlement Agreement with Lexon Insurance Company and Rindlesbach Construction Profit Sharing Plan Pertaining to District Court Case No. 110402838 re: Benches Plat 8 Landscaping and Open Space Improvements.
    f. Consideration and Possible Adoption of Administrative Code Enforcement Policies and Procedures Manual.
    g. Franchise Agreement with Syringa Networks, LLC.
        i. Consideration of Ordinance 14-25 (11-18-14): granting Syringa Networks, LLC ("Syringa") a nonexclusive franchise to operate an internet services network in the City of Saratoga Springs, Utah pursuant to a franchise agreement specifying Syringa's rights and duties.
    h. Ordinance 14-26 (11-18-14): An Ordinance enacting Chapter 8.03 of the Saratoga Springs City Code Pertaining to City Public Utilities including the Requirement to Connect to City Utilities and Restricting Public Utilities to City Residents.
    i. Ordinance 14-29 (11-18-14): An Ordinance of the Saratoga Springs City Council enacting City Code Chapter 10.11 allowing for the creation of free speech zones; establishing the procedure for creating free speech zone and setting restrictions; describing when sound amplification devices may be used; setting penalties for unlawful protest; and establishing an effective date.
    j. Approval of Minutes:
        i. October 21, 2014.
2. Preliminary Plat and Development Agreement for Beacon Point located at approximately 4300 South Redwood Road, Paul Watson/Mendenhall, applicant.
3. Concept Plan for Lakeside Plat 25, 26, and 27 located between 2600 South Shorewood Drive to 2800 South Redwood Road, Woodside Homes, applicant.
4. Plat Amendment for Fox Hollow Neighborhood 2 located between Willow Creek Drive and Red Pine Drive, Flagship Homes, applicant.
5. Preliminary Plat, Site Plan and Amended Master Development Agreement for Riverbend Townhomes located at 900 North Redwood Road, Knowlton General/Aric Jensen, applicant.
6. Public Hearing: General Plan Amendment and Rezone for Riverbend Medical located at 41 East 1140 North, West of Redwood Road, Blaine Hales, applicant.
    a. Ordinance 14-27 (11-18-14): An ordinance of the City of Saratoga Springs, Utah, adopting amendments to the City of Saratoga Springs' Official Zoning Map for certain real property (Riverbend Medical); instructing the City staff to amend the City Zoning Map and other Official Zoning records of the City; and establishing an effective date.
7. Concept Plan for Riverbend Medical located at 41 East 1140 North, Blaine Hales, applicant.
8. Public Hearing: Revisions to the City of Saratoga Springs Land Development Code. (Section 19.04, Neighborhood Commercial Setbacks)
    a. Ordinance 14-28 (11-18-14): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs Land Development Code and establishing an effective date.
9. Motion to enter into closed session to discuss the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual and deployment of security personnel, devices, and systems.
10. Adjournment.

Notice to those in attendance:

- Please be respectful to others and refrain from disruptions during the meeting.
- Please refrain from conversing with others 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.

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Metered Irrigation Water Rate Study
Date: November 18, 2014
Type of Item: Change Order

A. Topic:

This item is for the approval of a contract amendment with Hansen, Allen, and Luce to update the City's Utility Rate Study to include recommendations for secondary water rates based on actual metered usage.

B. Background:

In 2012, the City of Saratoga Springs hired Hansen Allen and Luce to conduct a utility rate study to determine if the City's irrigation water rates were sufficient to meet its current and future service delivery and infrastructure needs. That rate study was based on non-metered irrigation use and provided recommendations that were adopted by the City Council in February of 2014. Zion's Bank is a sub-consultant that has teamed up with Hansen, Allen, and Luce to complete the financial analysis portions of the rate study.

C. Analysis:

With the installation of irrigation meters throughout the City, a new rate analysis can consider actual metered usage. The analysis will update the current rate to adapt the existing secondary rates from a lot size calculation to a metered billing system as well as provide updates to other data that has become available since the completion of the previous study.

The proposed fee modification is $9,000 which represents the value obtained by using the existing study and consultants. Zion's Bank portion of the work is approximately 2/3 of the fee and Hansen, Allen and Luce's work represents the remaining 1/3.

D. Recommendation:

I recommend that the City Council approve amending the existing Utility Rate Study contract with Hansen, Allen and Luce in the Amount of $9,000.

HANSEN ALLEN & LUCE inc
ENGINEERS

UTAH COUNTY OFFICE
1045 SOUTH 500 EAST, SUITE 110
AMERICAN FORK, UTAH 84003
PHONE: (801) 216-8890
FAX: (801) 216-8891
www.hansenallenluce.com

Mr. Jeremy Lapin
City Engineer
City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84045

October 23, 2014

RE: Secondary Rate Analysis Scope of Services and Fee Modification

Dear Jeremy:

As requested by the City, Hansen Allen and Luce (HAL) along with Zion Bank Public Finance (Zions) have prepared a Scope of Services and a Fee to update the City's secondary water rates. The new rate analysis will consider actual metered usage. The analysis will begin with the current secondary water rate analysis, include minor updates to the revenue requirement analysis, adapt the existing secondary rates from a lot size calculation to a metered billing system, and update other data available since the completion of the current rate analysis.

Proposed Project Tasks

The key considerations and goals of the secondary user rate update are summarized below.

- HAL and Zions will work closely with staff and discuss policy, philosophy of metered secondary rates, and other key issues to tailor the rates to City's needs;
- HAL will provide secondary demand analysis' to approximate future demands for each lot using the City's new meter data, historical data and information from similar systems in the region.
- Plan for minor adjustments to the revenue requirement analysis that was created in the current rate analysis to reflect the City's policies and future FY 2016 financial forecasts and budgets;
- It is anticipated that secondary water demands will drop once bills are based on actual consumption. The model will test rate revenues based on adjusted demand estimates to ensure that the City will collect sufficient revenue to operate the system. **Demand projections** may need to be **adjusted multiple times** to normalize historic meter readings to levels that could be expected if billing is based on consumption;
- Ensure **rates are equitable** and accurately reflect the impact and demand that each secondary meter user class places on the system;
- Provide clear presentation of methodology, assumptions, and other factors at a public hearing for City Council and the public;
- Prepare the study as quickly as possible assuming that all information is reasonably available and no delays arise beyond our control; and

- We can complete this analysis on the City's timeline and understand the City intends to begin the project shortly and anticipates completion of the work as data becomes available following the next irrigation season.

We propose a fee modification to our existing contract with an increase of $9,000. Please note that Zions portion of the work is approximately 2/3 and HAL's the remaining 1/3.

We along with Zions have appreciated assisting the City over the last three years with the important Impact Fee and Rate Analysis. Should you have any questions please call Steve Jones or me from HAL or Matt Millis with Zions.

Best Regards.

SUBMITTED BY:

HANSEN, ALLEN & LUCE, INC.

Tavis B. Timothy, P.E.
Project Manager

APPROVED BY:

CITY OF SARATOGA SPRINGS

Name:

Title:

City Council
Staff Report

Author: **Chelese Rawlings, Finance Manager**
Subject: **FY 2014 Audit Report**
Date: **November 18, 2014**
Type of Item: **Administrative**

Summary Recommendation: City Council should review the Comprehensive Annual Financial Report and formally accept the Audit for Fiscal Year Ended June 30, 2014.

Description

A. Topic: Audit report for the Fiscal Year Ended June 30, 2014.

B. Background: State law required the City of Saratoga Springs to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA 10-6-101 et seq., which requires and independent audit of the City's finances annually. These are performed by certified public accountants (Litz & Company). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with the state auditor and filed with the City Recorder as a public document.

C. Analysis: City staff has for the third time in the City's history prepared a Comprehensive Annual Financial Report (CAFR). The CAFR includes all funds of the City of Saratoga Springs and is presented in four sections: Introductory, Financial, Statistical, and Internal Control and Compliance Reports. This is an enhanced reporting document from what has previously been prepared by the City and will be presented for an award with GFOA for compliance with national accounting standards.

The Introductory Section contains the letter of transmittal, a directory of principal officials and an organizational chart of the City. The Financial Section contains management's discussion and analysis (MD&A), the basic financial statements, notes to the financial statements, individual fund statements for which data are not provided separately within the basic financial statements, as well as an independent auditor's report on these financial statements and schedules. The statistical section includes selected financial and demographic information, generally presented on a multi-year basis. Internal Control and Compliance Reports include the independent auditors' reports on internal control and compliance as required by *Audit of States, Local Governments, and Non-Profit Organizations,* and state compliance as required by the *State of Utah Legal Compliance Audit Guide.*

The CAFR is a major document used to communicate the City's financial condition. It is distributed to various bond-rating agencies, investors in City debt and the State Auditor for use in evaluating City finances. The first two basic financial statements, the Statement of

Net Position (page 24) and the Statement of Activities (page 25), now present information on a government-wide, full-accrual accounting basis which reflect the overall financial position of the City and its various funds, not just the amounts available for budgetary purposes. Fiscal operations in the government-wide statements are organized into two major activities: governmental and business-type.

Fund information is also presented for major funds individually in the basic financial statements (page 26). Because the focus is so different between fund statements and government-wide statements, reconciliation between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided on page 27. Comparisons of "budget-to-actual" results for the General Fund are present on page 29.

Staff suggests attention be focused on the MD&A (pages 11-22) and the notes to the basic financial statements in the Financial Section provide required detailed disclosures and a description of the financial statements.

The Statement of Net Position (page 24) may serve as a useful indicator of a government's financial position. The City had positive net position of $181.8 million at fiscal year-end. The largest portion of the net position, $158.3 million, represents the investment in capital assets. Restricted net position of $0.1 million is resources that are subject to external restrictions on how they may be used. The remaining $23.4 million in net position are unrestricted and may be used to meet the City's ongoing obligations. Again, this is an overall financial indicator and is not the amount of current resources available for budgetary purposes.

Looking at results on a fund basis (page 26), the City's governmental funds reported combined ending fund balance of $14.3 million, no increase compared to the beginning of year fund balance. Such information is useful in assessing the City's financing requirements. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions,* establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds.

Utah State Code establishes a 5.0 percent minimum ($612,873) and a 25.0 percent maximum ($3,064,367) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2014, the unassigned fund balance of the General Fund was $2,068,425 and was $995,942 below the 25.0 percent limit.

Recommendation: City Council should formally accept the Audit for the Fiscal Year Ending June 30, 2014.

COMPREHENSIVE

ANNUAL FINANCIAL REPORT

CITY OF SARATOGA SPRINGS, UTAH
FISCAL YEAR ENDED JUNE 30, 2014

CITY OF SARATOGA SPRINGS, UTAH

COMPREHENSIVE ANNUAL FINANCIAL REPORT

(INCLUDING INTERNAL CONTROL, AND COMPLIANCE REPORTS AND SUPPLEMENTARY INFORMATION)

FOR FISCAL YEAR ENDED JUNE 30, 2014

PREPARED BY:
FINANCE DEPARTMENT

THE CITY OF SARATOGA SPRINGS
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INTRODUCTORY SECTION

October 22, 2014

To the Honorable City Council, Honorable Mayor and Citizens of the City of Saratoga Springs, Utah:

These financial statements have been prepared by the City of Saratoga Springs Finance Department in accordance with accounting principles generally accepted in the United States (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). Utah State law requires that every general-purpose local government publish within six months of the close of each fiscal year a complete set of audited financial statements. This report fulfills that requirement for the fiscal year ended June 30, 2014.

The City's management is responsible for the accuracy of the report, as well as the completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the report is complete and accurate in all material respects. To provide a basis for management to make these representations, the City maintains a comprehensive system of internal controls designed to provide reasonable, but not absolute, assurance against loss of assets or material misstatement in the financial statements. This level of assurance is an inherent limitation in a system of internal controls. They should be cost-effective, with cost of such controls not exceeding the related benefit.

The basic financial statements contained in this report have been audited by Litz & Company P.C., a firm of licensed certified public accountants. With this type of audit, the independent auditors render an opinion, with reasonable assurance, as to whether the basic financial statements for the fiscal year ended June 30, 2014, are fairly presented and free of any material misstatement. Audit procedures included extensive testing and analysis of transactions, balances and systems. The unqualified ("clean") opinion on the basic financial statements signed by Litz & Company P.C. is located at the beginning of the financial section.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of the *Management's Discussion and Analysis* (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of the City of Saratoga Springs, Utah

The City of Saratoga Springs is a municipality governed by a six member legislative body consisting of an elected Mayor and five-member Council. The City was incorporated in 1997 and operates under a Council-Manager form of government established by ordinance. Policy-making and legislative authority are vested in the City Council. The City Council is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the City's manager, among other things. The City's manager is responsible for carrying out the policies and ordinances of the legislative body, for overseeing the day-to-day operations for the City, and for appointing heads of the various departments. The Council and Mayor are elected on a non-partisan basis. Council members and the Mayor serve four-year staggered terms.

The City provides many municipal services including police, fire and medical response, parks, recreation, library, water, sewer, garbage, public improvements, streets, planning, zoning, and administrative services. This report includes the financial statements of the funds required to report those activities, organizations and functions which are related to the City and are controlled by or financially accountable to the City Council.

Budgetary Control

The City Council is required to adopt a final budget no later than June 22 of the fiscal year. The annual budget serves as the foundation of the City's financial planning and control. Budgets are prepared for all governmental fund types including the general fund, capital improvement funds and debt service funds. The City Council approves all City budgets at the department level (general government, public safety, highways and public improvements, parks and recreation). Budgetary control is maintained at the department level where expenditures may not legally exceed appropriations. Department heads may make transfers within a department. The City Council may amend the budget by ordinance during the budget year but must hold a public hearing after appropriate public notice to increase governmental fund's budget before it can adopt the ordinance.

Local Economy and Trends

The City of Saratoga Springs is located in Utah County, Utah, on the northwest shores of Utah Lake in the center of Utah's Wasatch Front Metropolitan Area. The City is 20 miles south of Salt Lake City and 30 minutes by freeway from the Salt Lake International Airport. It is an exciting pro-development community which boasts a high quality of life that includes beautiful lakeshore living, a quiet and rural atmosphere, great air quality, superb views and an excellent central location between the Provo/Orem and Salt Lake City metro areas.

The City's population (2010 Census) of 17,781- residents is a suburban population that works along the Wasatch Front but desires a quiet suburban area in which to live. The City is among the top ten highest growth cities in Utah, and as a region the northern Utah County area has also experienced rapid development and growth in recent years. The physical infrastructure to continue rapid residential growth is in place and regular planning ensures that transportation expansions map to population growth rates.

Land developed in the City has taken the form of large "master planned" communities with progressive land-use and zoning practices which have resulted in quality and diverse housing styles. Since the incorporation of the city, several ordinances have been adopted and a land development code has been created that encourages planned developments, clustering of residential units, preservation of open space, creation of parks and trail systems, and the maximization of views along

Utah Lake shore.

Long-term Financial Planning

Revenue Forecasting- The City has endorsed the recommended practices issued by the *National Advisory Council on State and Local Budgeting* addressing budgeting and financial planning, specifically the six revenue forecasting practices.

- Multi-year revenue/resource projections
- Maintaining an in-depth understanding of revenues/resources
- Assessing the effects of potential changes to revenue source rates and bases
- Periodically estimating the impact and potential foregone revenue/resources as a result of policies that exempt from payment, provide discounts and credits, or otherwise favor a particular category of taxpayers or service users
- Developing a process for achieving consensus on the forecast of revenues used to estimate available resources for a budget
- Preparing and maintaining a revenue manual that documents revenue sources and factors relevant to present and projected future levels of those revenues

Forecasting Methodology- The City uses *qualitative* and *quantitative* approaches to forecasting revenues that include, but are not limited to:

- Trend Analysis
- Economic Reviews and Publications
- Departmental Surveys
- National, State, and Local Policy Changes
- Comparing Revenue Collections against Projections
- Consensus, Expert, and Judgmental Forecasting

Both forecasting methods include global, national, state, and local analysis that may impact revenues and financial planning.

Relevant Financial Policies

The City of Saratoga Springs recognizes its duty to its citizens and other interested parties to vigilantly account for public funds and resources. The Policies and Objectives hereinafter are set forth to establish guidelines for fiscal accountability, full disclosure, and planning. These financial management policies provide a basic framework for the overall fiscal management of the City. These policies represent a foundation to address changing circumstances and conditions, and to assist in the decision making process. In addition, these policies represent guidelines for evaluating both current and future activities.

The financial policies represent long-standing principles and practices that have enabled the City to maintain financial stability. The policies are reviewed annually to represent current public policy decisions. These policies are adopted annually by the Council as part of the budget process.

Major Initiatives

City Council Long-term Goals

- Build 1st class recreation facilities. Recreation brings communities together and makes us a destination location.
- Create a successful environment for business "Class A", dining and retail to foster an

environment of work, live, and play.

- Develop a long range sustainable plan with quantifiable metrics to proportionally increase "infrastructure" staff roads etc. To proactively address growth demands
- Create a unique Lakefront for economic & residential development.
- Improve communication to foster engagement between the City, the residents, businesses, and schools.
- Improve staff satisfaction to develop and retain committed employees

Update on Major Projects

1. **Aspen Hills Trail ($153,898)** This projected completed trails behind homes near 800 West.

2. **Pioneer Crossing Sewer ($316,175).**

3. **Type II Fire Engine ($246,400).**

4. **Israel Canyon Debris Basin and Flood Mitigation ($2,640,199).** This project's purpose was to install short and long term flood mitigation, including super silt fencing and a 40 AF debris basin.

5. **Harvest Hills Zone 2 Pond Expansion ($384,934).**

Awards and Acknowledgements

The City of Saratoga Springs received the Distinguished Budget Presentation Award from the Government Finance Officer's Association (GFOA) for the City's adopted budget beginning for the periods beginning July 1, 2013, July 1, 2012, and July 1, 2011. In order to qualify for the award program, the City's budget document was judged to be proficient in several categories including policy documentation, financial planning, and organization.

The City of Saratoga Springs received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA for years 2011 and 2012. In order to qualify for the award, the staff must prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure.

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the staff of the Administration and Finance Departments. We would like to express our appreciation to Litz & Company P.C., certified public accountants, for their professional service and assistance. We would also like to thank the Mayor and members of the City Council for their interest and support in planning and conducting the financial operation of the City in a responsible and progressive manner.

Respectfully submitted,

Mark Christensen – City Manager	Chelese M. Rawlings – Finance Manager

CITY OF SARATOGA SPRINGS
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
801-766-9793

MAYOR AND CITY COUNCIL AS OF JUNE 30, 2014

Mayor Jim Miller
Email: mlove@saratogaspringscity.com
Term: 01/2014 - 01/2018

Council Member Rebecca Call
Email: rcall@saratogaspringscity.com
Term: 01/2012 - 01/2016

Council Member Michael McOmber
Email: mmcomber@saratogaspringscity.com
Term: 01/2014 - 01/2018

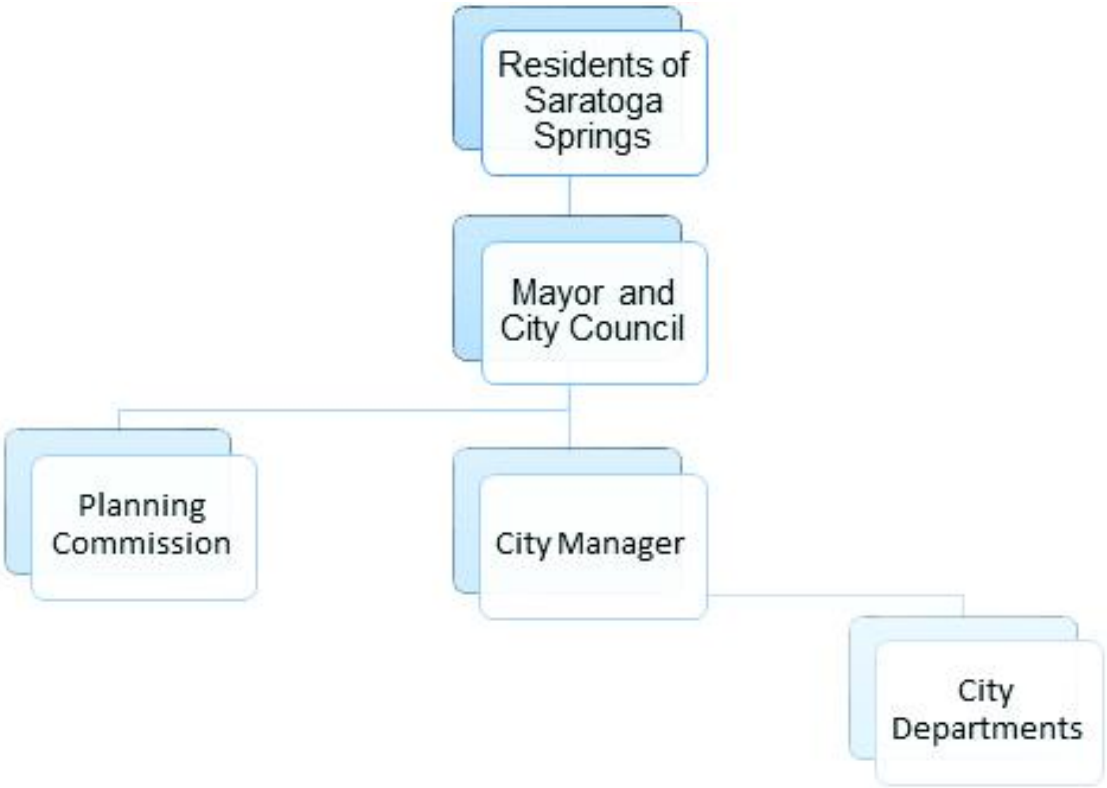
Council Member Stephen Willden
Email: jmiller@saratogaspringscity.com
Term: 01/2014 - 01/2018

Council Member Bud Poduska
Email: bpoduska@saratogaspringscity.com
Term: 01/2012 - 01/2016

Council Member Shellie Baertsch
Email: sbaertsch@saratogaspringscity.com
Term: 01/2012 - 01/2016

CITY OF SARATOGA SPRINGS, UTAH

ORGANIZATIONAL CHART
FY2014



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Saratoga Springs

Utah

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2013

Executive Director/CEO

FINANCIAL SECTION

LITZ & COMPANY
Certified Public Accountants
A Professional Corporation

Independent Auditor's Report

Honorable Mayor and City Council
City of Saratoga Springs, Utah

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Saratoga Springs (City) as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, Utah, as of June 30, 2014, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

5145 S Airport Road (1750 W) Suite 100 • Roy, Utah 84067 • (801) 825-4100 • Fax (801) 773-6934
CPA The CPA. Never Underestimate The Value.® • litzcocpa@aol.com

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that management's discussion and analysis on pages 11 through 22 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section and statistical section, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the financial statements. The supplementary schedule of expenditures of federal awards is presented for additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The supplementary schedule of expenditures of federal awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion the schedule of federal expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2014, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Roy, Utah
October 22, 2014

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2014

The following narrative is presented to facilitate a better understanding of the City's financial position and results of operations for the year ended June 30, 2014. When read in conjunction with the letter of transmittal and the notes to the financial statements, the financial highlights, overview and analysis should assist the reader to gain a more complete knowledge of the City's financial performance.

FINANCIAL HIGHLIGHTS

- The City's government-wide net position (the amount by which assets exceed liabilities) as of June 30, 2014, were $181,795,736. Of this amount, $23,443,383 (unrestricted net position) is available to meet ongoing financial obligations.

- The City's government-wide net position increased by $5,517,623. Of this amount, business-type activities increased by $3,381,548, a rise of 3.8 percent, and the governmental activities increased by $2,136,075 an increase of 2.4 percent when compared to last fiscal year.

- The City's governmental funds reported a combined ending fund balance of $14,276,336, a decrease of $67,986 (0.5 Percent) compared to the beginning of this year's fund balance amount. The decrease in fund balance in comparison to last fiscal year is attributable to a decrease in unassigned fund balance. Of the combined total fund balance, $2,068,425 is available for spending at the discretion of the City (unassigned fund balance).

- The General Fund is the primary operating fund of the City. The unassigned fund balance of the General Fund at June 30, 2014, totaled $2,068,425 and is 19.5 percent of the General Fund total revenues for the year and 14.5 percent of total governmental fund balance.

- The City's total debt had a net decrease of $1,864,323 during fiscal year 2014. This represents a 7.1 percent decrease over the prior year, this is a result from required debt service payments and no new issuance of bonds coupled with additional capital leases in governmental activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this report includes four parts: 1) the independent auditors' report on financial statements and supplementary information; 2) this segment, management's discussion and analysis; 3) the basic financial statements; and 4) supplementary information. Within the basic financial statements are two distinct types of financial statements, 1) the government-wide financial statements, and 2) the fund financial statements. The notes to the financial statements are also an integral part of the basic financial statements. The City's basic financial statements are presented in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34), *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments,* as amended.

Immediately following the notes to the financial statements, the supplementary information includes balance sheets and income statements for non-major governmental funds, as well as other budgetary information.

Government-wide Financial Statements: The government-wide financial statements provide a view of City finances as a whole, similar to a private-sector business. These statements include the Statement of Net Assets and the Statement of Activities.

The **Statement of Net Position** includes all of the City's assets and liabilities, and the resulting difference between the assets and liabilities, or net assets. Net assets (and the related change in net assets from year to year) are probably the most important financial measurement to enable an understanding of the financial position of the City, and whether financial position improves or deteriorates each year. To assess the overall health of the City, additional non-financial factors, such as changes in the property tax base, the condition of the City's infrastructure, etc. should be considered.

The **Statement of Activities** shows how the City's net assets changed as a result of its operations during the most recent fiscal year. To understand the basis of how these numbers are determined, it is important to note that changes in net assets are reported whenever an event occurs that requires a revenue or expense to be recognized, regardless of when the related cash is received or disbursed (the accrual basis of accounting). For example, most revenues are reported when the revenues are legally due, even though they may not be collected for some time after that date; and an obligation to pay a supplier is reported as an expense when the goods or services are received, even though the bill may not be paid until sometime later.

There are two distinct types of activities reflected in the government-wide statements: governmental activities and business-type activities. Governmental activities are those supported primarily by taxes and intergovernmental revenues, while business-type activities are those in which all costs (or at least a significant portion of costs) are intended to be recovered through user fees and charges. The governmental activities for the City of Saratoga Springs included General Government (Legislative, Administrative, Utility Billing, Treasurer, Recorder, Attorney, Justice Court, Non-Departmental, Buildings and Grounds, Elections, and Planning and Zoning); Public Safety (Communications, Police, and Fire, Building Inspection); Public Works (Building Inspection, Streets, Engineering, and GIS); and Recreation (parks & open spaces, recreation, and library). The business-type activities include Water, Sewer, Storm Drain, and Garbage.

Fund Financial Statements: The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and accounted for in individual funds based on the purposes for which the funds are to be spent as well as how the activities are to be controlled. The two broad categories of funds are: governmental funds and proprietary funds.

Governmental Funds **–** At the fund level, the focus is on changes in short-term spendable resources and the balance available to spend, rather than the long-term focus used for determining government-wide numbers. Because the focus is so different between fund statements and government-wide statements, reconciliations, between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided for the reader on pages 27 and 29. The city has three governmental type funds. These are the general fund, the internal service fund and the capital projects funds. Two of these are considered major funds: The basic governmental fund financial statements can be found on pages 24-28 of this report.

- The ***General Fund*** is used to account for all financial resources of the City that are not accounted for by a specialized fund. More specifically, the general fund is used to account for ordinary operations such as collection of tax revenues and general government expenditures. The City adopts an annual appropriation budget for the general fund. On page 30, a budgetary comparison statement has been provided for the general fund to demonstrate budgetary compliance.
- ***Internal Service Fund*** is used to account for the central financing of goods or services provided to various departments of the City or other governments on a cost-reimbursement basis. The City currently has one internal service fund. The Street Lighting Fund provides storage, repair, and maintenance.

- ***Capital Projects Funds*** are used to account for financial resources to be used for the acquisition or construction of major capital improvements. These funds do not account for capital improvements financed by the proprietary funds.

Proprietary Funds provide the same type of information as the government-wide financial statements, only in more detail. The only proprietary fund type used by the City is enterprise funds. The basic proprietary fund financial statements can be found on pages 31-33 of this report.

- ***Enterprise Funds*** are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The City currently operates enterprise funds for the City-owned water system, sewer system, storm drain and garbage.

Notes to the financial statements contain additional information important to a complete understanding of the information contained in the government-wide and fund financial statements. Notes to the financial statements are located after the basic financial statements as listed in the table of contents.

FINANCIAL ANALYSIS OF THE CITY AS A – WHOLE

Net assets – The following table presents summary information for the Statement of net assets for the years ended June 30, 2014 and 2013.

City of Saratoga Springs
Comparative Summary of Net Assets
(in millions of dollars)

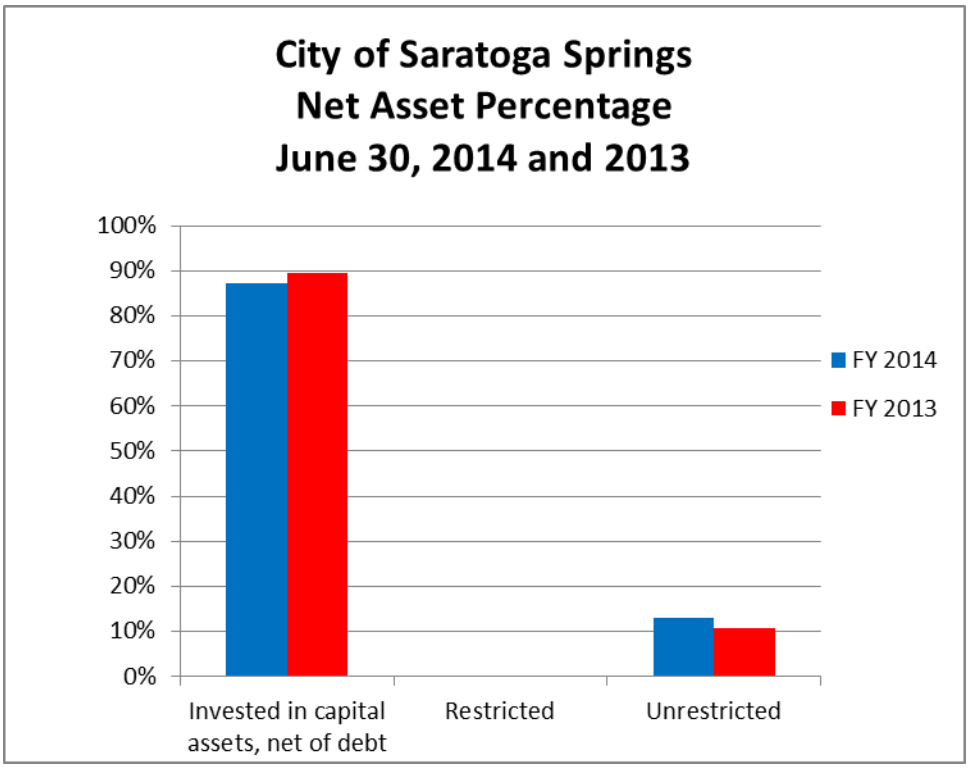
	Governmental Activities		Business-Type Activities		Total		Total %
	2014	2013	2014	2013	2014	2013	Change
Current and other assets	$ 19.8	$ 17.4	$ 10.4	$ 10.1	$ 30.2	$ 27.5	9.8%
Capital assets	78.2	76.2	103.5	101.1	181.7	177.3	2.5%
Total Assets	98.0	93.6	113.9	111.2	211.9	204.8	3.5%
Long-Term debt	4.0	4.1	18.3	20.2	22.3	24.3	-8.2%
Other liabilities	3.9	1.5	3.8	2.6	7.7	4.1	87.8%
Total liabilities	7.9	5.6	22.1	22.8	30	28.4	5.6%
Net assets							
Invested in capital assets, net of related debt	74.6	72.1	83.7	79.5	158.3	151.6	4.4%
Restricted	0.1	0.6	0	0.0	0.1	0.6	-83.3%
Unrestricted	15.3	15.2	8.1	8.9	23.4	24.1	-2.9%
Total net assets	$ 90.0	$ 87.9	$ 91.8	$ 88.4	$ 181.8	$ 176.3	3.1%

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. At June 30, 2014, the City's assets exceeded liabilities by approximately $181.8 million (net assets) compared to $176.3 million at June 30, 2013. This would indicate an improved financial position in comparison to last fiscal year. Roughly 87.1 percent at June 30, 2014, and 86.0 percent at June 30, 2013, of these amounts are represented by the investment in capital assets, net of debt still outstanding relating to the acquisition of those assets. Due to the nature of long-term assets (not easily convertible to liquid assets) they are not considered to be available for spending or appropriation. Further, even though the presentation here shows capital assets net of related debt, it should be understood that the repayment of this debt does not come from the capital assets themselves, but comes from other resources. The increase in the City's investment in capital assets net of related debt of $6.7 million was due to the net of routine acquisitions of capital assets, repayments of related debt, and depreciation expense.

Restricted net assets of $0.1 million at June 30, 2014, and $0.6 million at June 30, 2013, represent sources that are subject to external restrictions on how they may be used.

The other sub-classification of net assets is unrestricted. The balance of $23.4 million at June 30, 2014 and $24.1 million at June 30, 2013, which is unrestricted, indicates that this amount may be used to meet general, on-going financial obligations without limitations established by debt covenants or other legal requirements. The increase from last fiscal year is the result of an increase in charges for services for ongoing revenues.

The following graph represents the percentage of restricted and unrestricted net assets as discussed above.



Changes in Net Assets – As taken from the Statement of Activities, the following table signifies the changes in net assets for fiscal years 2014 and 2013.

City of Saratoga Springs
Summary of Change in Net Assets
(in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		Total %
	2014	2013	2014	2013	2014	2013	Change
Revenues							
Program Revenues							
Charges for Services	$ 5.6	$ 7.3	$ 10.2	$ 10.3	$ 15.8	$ 17.6	-10.2%
Operating grants and contributions	0.1	0.2	-	-	0.1	0.2	-50.0%
Capital grants and contributions	2.5	0.6	3.1	-	5.6	0.6	833.3%
General Revenues							
Property Tax	2.7	2.7	-	-	2.7	2.7	0.0%
Other Taxes	3.7	3.3	-	-	3.7	3.3	12.1%
Investment earnings	0.1	0.1	0.1	0.1	0.2	0.2	0.0%
Other	-	0.1	-	-	0	0.1	100.0%
Total Revenues	14.7	14.3	13.4	10.4	28.1	24.7	13.8%
Expenses							
General government	2.2	2.6	-	-	2.2	2.6	-15.4%
Public safety	5.0	5.0	-	-	5.0	5.0	0.0%
Highways and public improvements	2.7	4.7	-	-	2.7	4.7	-42.6%
Parks and recreation	2.6	2.4	-	-	2.6	2.4	8.3%
Interest on long-term debt	0.1	0.2	-	-	0.1	0.2	-50.0%
Water utility	-	-	5.0	5.1	5.0	5.1	-2.0%
Sewer utility	-	-	3.0	2.8	3.0	2.8	7.1%
Garbage utility	-	-	1.0	0.7	1.0	0.7	42.9%
Storm drain utility	-	-	0.9	0.8	0.9	0.8	12.5%
Total Expenses	12.6	14.9	9.9	9.4	22.5	24.3	-7.4%
Change in net position	2.1	(0.6)	3.4	1.0	5.5	0.4	1275.0%
Net position beginning	87.9	88.5	88.4	87.4	176.3	175.9	0.2%
Net position ending	$ 90.0	$ 87.9	$ 91.8	$ 88.4	$ 181.8	$ 176.3	3.1%

Net position increased from governmental activities in fiscal year 2014 approximately $2.1 million and $0.2 million in fiscal year 2013. The increase is primarily due to increased capital grants and contributions. Expenses for governmental activities were lower with a $2.3 million decrease. This is mainly due to recording of the interfund reimbursements for services provided to the enterprise funds. This was a change in the accounting practice starting this fiscal year per GASB 34, paragraph 112b(2).

Net assets increased $3.4 million in fiscal year 2014 and increased $0.8 million in 2013 for business-type activities. The revenues for business-type activities increased in capital grants and contributions.

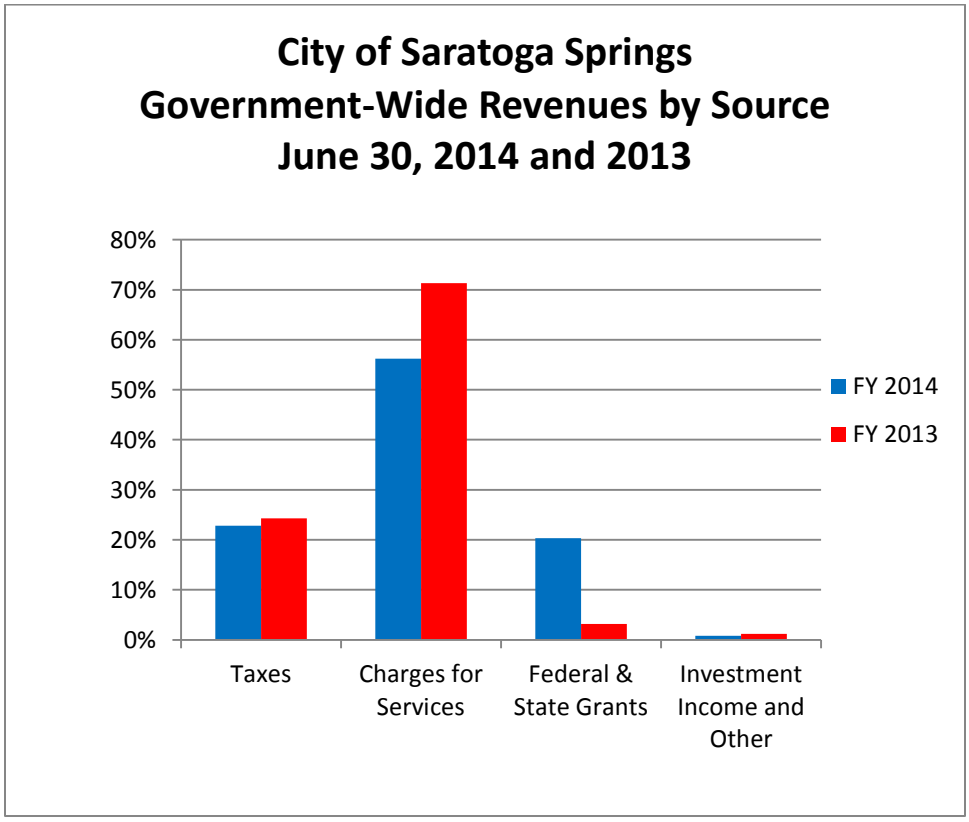
Revenues – For the year ended June 30, 2014, the City's government-wide revenues are approximately $28.1 million as compared to the prior year total revenues of $24.7 million. Key elements of this change were as follows

- Of the City's total revenues, about 22.8 percent in fiscal year 2014 and 24.3 percent in fiscal year 2013 resulted from taxes (over half of which is from property taxes) as shown in the following table:

City of Saratoga Springs
(in millions of dollars)

	Government-wide Tax Revenues		Total %
	2014	2013	Change
Property tax	$ 2.7	$ 2.7	0%
General sales and use tax	2.6	2.3	13%
Franchise fees	0.2	0.2	0%
Energy Tax	0.9	0.8	13%
Total	$ 6.4	$ 6.0	7%

- Charges for services decreased in fiscal year 2014 about $1.8 million and decreased to 56.2 percent of total revenues in in fiscal year 2014 to 56.4 percent in fiscal year 2013. The decrease is due to decreased collections in general government and business type activities service fees.
- Operating and capital contributions combined increased by $4.9 million in fiscal year 2014. This was due to more capital and operating grant revenues received.
- Investment and other income, which is a combination of interest earnings and gain on the sale of capital assets, stayed approximately the same in fiscal year 2014.



Expenses **–** The City's government-wide total expenses cover a range of services. For the year ended June 30, 2014, the City's total expenses are $22.5 million compared to the prior year of $24.3 million. Of the $1.8 million decrease, general government expenses decreased $0.4 million, public safety stayed the same, highways and public improvements decreased $2.0 million, parks and recreation increased $0.2 million, interest on long-term debt decrease by $0.1 million, and business-type activities increased by $0.5 million.

Governmental Activities:

Revenue Highlights:

- Taxes encompass a sizable source of revenue for the City's governmental activities: Roughly $6.4 million or 43.5 percent in fiscal year 2014 and $6.0 million or 42.0 percent in fiscal year 2013 of total revenues from governmental activities. The $0.4 million increase is majorly from other taxes.
- Charges for services decreased to $5.6 million or 38.1 percent of total revenues from governmental activities in fiscal year 2014 from $7.3 million or 51.0 percent of total revenues in fiscal year 2013. The decrease in fiscal year 2014 is a result from implementing the accounting practice of interfund reimbursements as mentioned above.
- Grant and contribution revenue denotes approximately $2.6 million or 17.7 percent in fiscal year 2014 and $0.8 million or 5.6 percent in fiscal year 2013 of total revenues from governmental activities. The $1.8 million increase was the effect of an increase in operating and capital grant contributions due to the City.

Expense Highlights:

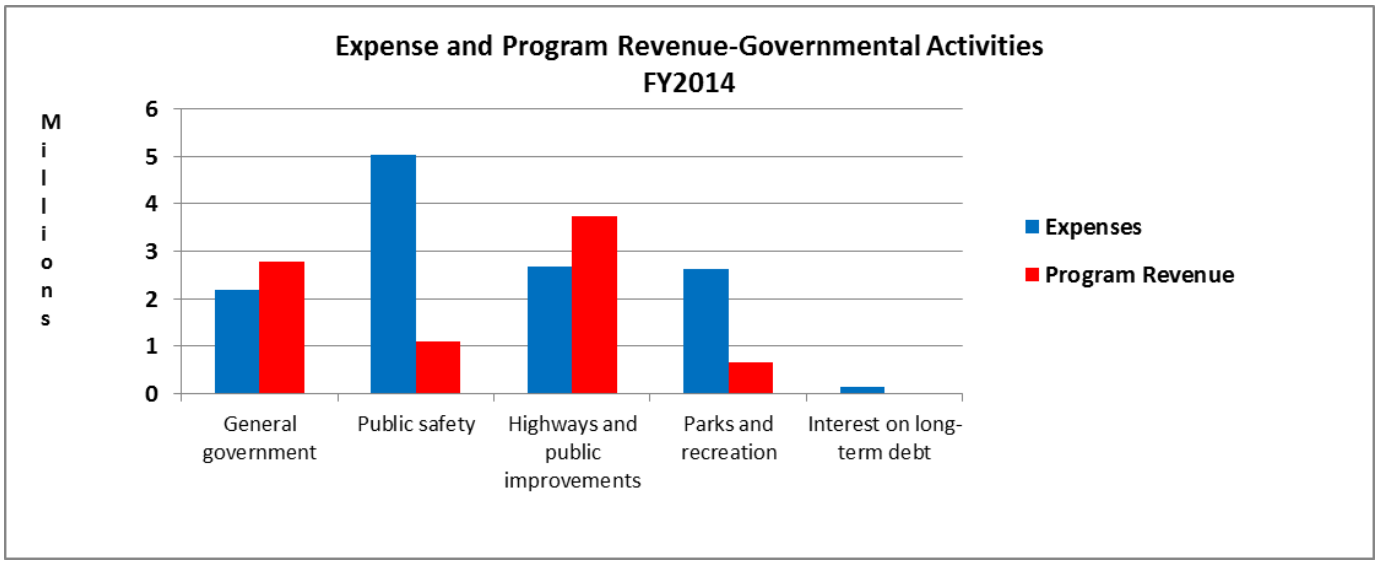
- General government expenses of around $2.2 million in fiscal year 2014 and $2.6 million in fiscal year 2013 represented 17.5 percent in fiscal year 2014 and 17.4 percent in fiscal year 2013 of total expenses from governmental activities. General government includes: Legislative, Administration, Utility billing, Treasury, Recorder, Attorney, Justice Court, Elections, and non-departmental. The $0.4 million decrease is due mainly due to the implementation of the accounting practice of interfund reimbursements as a result of decreasing expenses for the services provided to the business-type activities.
- Public safety expenses were $5.0 million or 39.7 percent in fiscal year 2014 and $5.0 million or 33.6 percent in fiscal year 2013. The expenses stayed approximate the same.
- Highways and public improvements were $2.7 million or 21.4 percent in fiscal year 2014 and $4.7 million or 31.5 percent in fiscal year 2013. The $2.0 million decrease is due the implementation of the accounting practice of interfund reimbursements against the expenses.
- Parks and recreation expenses were $2.6 million or 20.6 percent in fiscal year 2014 and $2.4 million or 16.1 percent in fiscal year 2013. The $0.2 million increase is due to personnel, equipment purchases, capital projects, maintenance and supplies.

As a result, total net expenses that were funded by general revenues were $4.4 million. Tax revenues of $6.4 million were sufficient to fund net expenses in fiscal year 2014.

The following presents the costs and net costs (total cost less fees generated by the activities and intergovernmental aid) of the City's programs:

City of Saratoga Springs
Costs of Governmental Activities
(in millions of dollars)

	Total Cost of Services		Net Cost of Services		Total %
	2014	2013	2014	2013	Change
General government	$ 2.2	$ 2.6	$ (0.6)	$ (1.5)	-60.0%
Public safety	5.0	5.0	3.9	4.0	-2.5%
Highways and public improvements	2.7	4.7	(1.0)	2.7	137.0%
Parks and recreation	2.6	2.4	2.0	1.4	42.9%
Interest on long-tem debt	0.1	0.2	0.1	0.2	100.0%
Total	$ 12.6	$ 14.9	$ 4.4	$ 6.8	-35.3%



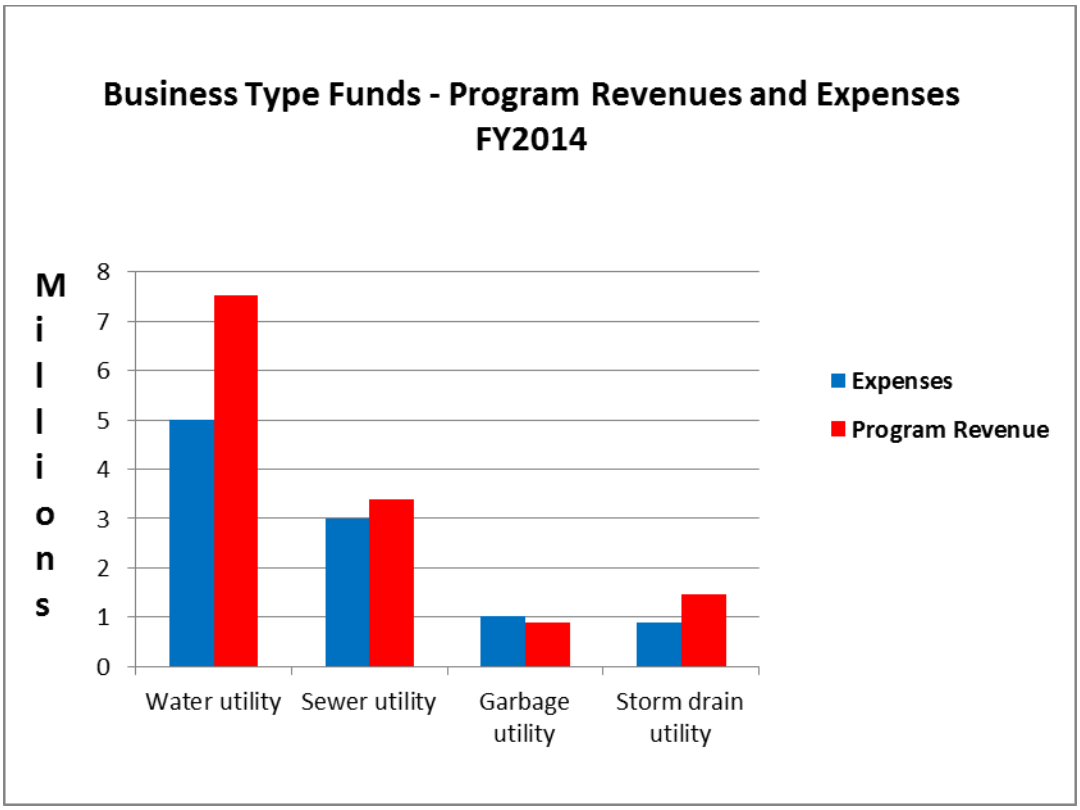
Based on Government-Wide Financial Statements. See page 25.

Business-type Activities:
The City's business-type activities increased net assets by $3.4 million. Key elements of this increase were as follows:
Revenue Highlights:

- Charges for services for business-type activities decrease by $0.1 million for fiscal year 2014. This is mainly due to less impact fees being collected in the business type-funds
- Operating and capital grants and contributions increased about $3.1 million in fiscal year 2014. The $3.1 million increase is due to acquiring and drawing down on operating or capital grants.
- Investment earnings stayed approximately the same in fiscal year 2014.

Expense Highlights:

- Personnel expenses increased minimally due to filling current positions in the utility funds.
- Supplies and maintenance expenses increased by $0.2 million. The increase is due to increased water meter expenses coupled with sewer, culinary and secondary capital projects.
- Professional services expenses decreased by under $0.1 million.
- Treatment and sanitation expenses increased minimally.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds: The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of resources available for appropriation. Such information is helpful in assessing the City's financial requirements.

As of June 30, 2014, the aggregate fund balance of the City's governmental funds was $14.3 million, a slight decrease of less than $0.1 million in comparison with the fiscal year ended June 30, 2013. In fiscal year 2014, about $2.1 million or 14.7 percent of this amount is unassigned fund balance compared to about $2.5 million or 17.5 percent in fiscal year 2013. Unassigned fund balance categories are available for appropriation by the City Council at their discretion.

Restricted fund balance which have externally enforceable limitations on use are not available for new spending and are approximately $11.9 million in fiscal year 2014 and $11.5 million in fiscal year 2013.
The remainder of the fund balance of $0.3 million is assigned. Of the assigned fund balance, $.03 million is assigned to street lighting. In fiscal year 2013 the assigned fund balance was about $0.3 million with $0.3 million attributed to street lighting.

The General Fund is the principal operating fund of the City. Utah State code establishes a 5.0 percent minimum ($612,873) and a 25.0 percent maximum ($3,064,367) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2014 the unassigned fund balance of the General Fund was $2,068,425 and was $995,942 below the 25.0 percent limit. The unassigned fund balance decreased by $439,922 in fiscal year 2014. The main reason for decreased fund balance is transfers to the capital projects fund to fund currently budgeted projects. The unassigned fund balance in fiscal year 2013 increased by $29,436.

As of June 30, 2014, the restricted fund balance in the Capital Projects Fund was $11.9 million. In fiscal year 2013 the restricted fund balance was $11.5 million and the unreserved and assigned fund balances combined were $.3 million. The $0.4 million increase in restricted fund balance resulted from minimal capital outlay spending and increased revenues.

As of June 30, 2014, the assigned fund balance in Street Lighting was $0.3 million. In fiscal year 2013 the assigned fund balance was $0.3 million. The slight increase of fund balance resulted from increased revenue in fiscal year 2014 as compared to fiscal year 2013.

Proprietary Funds: The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Net assets of the City's enterprise funds totaled about $91.8 million at June 30, 2014, as compared to $88.4 million at the end of fiscal year 2013. Net assets at the end of fiscal year 2014 and 2013 for each of these funds were:

City of Saratoga Springs
Proprietary Funds

Fund	Amount		Change
	2014	2013	
Water Utility	$ 58,246,367	$ 55,708,799	$ 2,537,568
Sewer Utility	18,464,677	18,074,838	389,839
Strom Drain Utility	14,859,872	14,273,394	586,478
Garbage Utility	210,298	342,635	(132,337)
Total	$ 91,781,214	$ 88,399,666	$ 3,381,548

The net increase in net assets from the prior year was $3.4 million as compared to an increase of $0.8 million in fiscal year 2013. Operating revenues increased $0.5 million as compared to a $0.4 million increase change in fiscal year 2013.

The Water Utility operating revenues increased by $0.4 million due to increased installation service fee most likely due to more users than the prior fiscal year. The Sewer Utility operating revenues increased by $0.1 million in comparison to the previous fiscal year which had a minimal increase. The increase is due to both sewer service charges and customer installation resulting from more utility users. The Storm Drain Utility operating revenues increased minimally, which the small increase was a result of increased storm utility fees collected. The Garbage Utility operating revenues decreased minimally.

Water Utility net position invested in capital assets net of related debt increased by $3.0 million in fiscal year 2014 primarily due to increased accumulated depreciation, routine acquisition and disposition of capital assets, and depreciation expense. Unrestricted net position decreased about $0.5 million.

Sewer utility net position invested in capital assets net of related debt increased by $0.7 million, unrestricted net position decreased by $0.3 million. The increase in net position invested in capital assets net of related debt was due to the net acquisition of capital assets, and depreciation expense.

Storm Drain Utility net position invested in capital assets net of related debt increased $0.4 million, unrestricted net position increased by $0.1 million resulting in a net increase of total net position of less than $0.6 million. The increase in net assets invested in capital assets net of related debt was due to the net acquisition of capital assets, and depreciation expense.

Garbage Utility unrestricted net position decreased by more than $0.1 million. This is mostly due to the current garbage contract that provides free recycling to residents.

GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

Differences between the original budget and the final amended budget for expenditures of a little more than $0.1 million (net decrease) can be summarized as follows:

- More than $1.9 million decrease in general government resulting from decreases in transfers out.
- More than $0.6 million increase in public safety from personnel increased grant expenses and increasing vehicle lease payments.
- More than $1.0 million increase in highways and streets
- Less than $0.2 million increase in Parks and recreation for equipment purchases, and civic events adjustment for revenues received.

Total actual expenditures came in $1.5 million below the final budget. All departments kept within their legal spending authority. The differences between actual and the final budget can be briefly summarized as follows:

- The final budget was $0.4 million more than the actual expenditures in general government. This difference was attributed to spending coming in under budget in supplies, education and training, and contract services
- The final budget was $0.1 million more than the actual expenditures in public safety. This difference was attributed to coming in under budget in professional contract services, and vehicle lease payments.
- The final budget was $0.8 million more than the actual expenditures in highways and public improvements. This difference was attributed to coming in under budget in salaries and wages, employee benefits, general road maintenance, snow removal and vehicle lease payments.
- The final budget was $0.2 million more than actual expenditures in parks and recreation. The difference was coming in under budget in salaries and wages, employee benefits, vehicle lease payments, and parks maintenance and supplies

Actual revenues of $10.6 million were below the final budgeted revenues of $11.1 million by $0.5 million. This is mainly due to the change in accounting practice by doing interfund reimbursements against actual expenses rather than administrative revenue.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for is governmental and business-type activities totaled 181.6 million (net of $65.2 million accumulated depreciation) at June 30, 2014, as compared to $177.2 million (net of $57.0 million accumulated depreciation) at June 30, 2013. This investment in capital assets includes land, water rights, buildings, equipment, infrastructure, water capacities, culinary water system, secondary water irrigation system, sewer system, storm drain system, and construction in progress. Major capital asset additions during the year ended June 30, 2014 include:

Governmental Activities:

- $0.6 million 400 North Widening
- $0.3 million Purchase of Land
- $0.2 million Type III Fire Engine

Business-type Activities:

- $0.6 million Pond 6 expansion
- $0.3 million Sewer Pump Truck
- $0.2 million Purchase of Water Rights

Additional information on the City's capital assets can be found in Note 4 – Capital Assets on pages 42-43 of this report.

Long-Term Debt: Long-term debt for governmental activities decreased by under $0.2 million in comparison with fiscal year 2013. Business-type activities debt also decreased in fiscal year 2014 by $1.7 million when compared with fiscal year 2013. Please see note 13 for details concerning long-term debt on Pages 48-52

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- The unemployment rate for Utah County was 3.6 percent compared with the State unemployment rate of 3.5 percent and a national rate of 6.1 percent.
- The fiscal year 2014 City budget does not include a property tax increase. The City Council adopted the certified tax rate for the General Fund. In accordance with Utah Statutes, the certified tax rate is intended to generate the same amount of property tax revenue as was received the prior year plus revenue for "new growth" occurring in the City. All other revenue sources have been estimated on a conservative basis using a multi-year trend analysis and assuming no significant changes in the local economy. The City's approach to budgeting includes preparation of a five-year capital plan. The long-term nature of the City's financial planning system allows decision makers to better understand the true effect of policy decisions. One of the most powerful aspects of the multi-year financial planning is its capability to recognize trends over time and begin at an early point to consider necessary steps to alter the long-term forecasted position of the City.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Saratoga Springs' finances to everyone with an interest. Questions concerning any of the information provided in this report requests for additional information should be addressed to:

City of Saratoga Springs
Attn: Finance Department
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045-5302

BASIC FINANCIAL STATEMENTS

CITY OF SARATOGA SPRINGS
Statement of Net Position
June 30, 2014

	Primary Government		
	Governmental Activities	**Business-type Activities**	**Total**
ASSETS			
Cash and cash equivalents	$ 15,339,815	$ 8,837,302	$ 24,177,117
Cash - restricted	-	646,003	646,003
Accounts receivable - net	1,023,393	620,976	1,644,369
Due from other funds	1,396,275	265,151	1,661,426
Due from other governmental units	2,010,708	-	2,010,708
Prepaid expenses	737	-	737
Inventory	-	55,429	55,429
Capital assets not being depreciated:			
Land	18,720,913	-	18,720,913
Water rights	-	15,231,188	15,231,188
Construction work in process	3,316,245	1,622,786	4,939,031
Capital assets net of accumulated depreciation:			
Buildings and improvements	6,059,984	-	6,059,984
Equipment	4,572,492	1,351,268	5,923,760
Infrastructure	81,579,924	114,423,628	196,003,552
Accumulated depreciation	(36,086,112)	(29,179,368)	(65,265,480)
Net capital assets	78,163,446	103,449,502	181,612,948
Total assets	$ 97,934,374	$ 113,874,363	$ 211,808,737
LIABILITIES			
Accounts payable	$ 905,594	$ 647,254	$ 1,552,848
Accrued liabilities	178,517	97,369	275,886
Due to other funds	265,151	1,396,275	1,661,426
Deposits payable	2,134,622	129,500	2,264,122
Noncurrent liabilities due within one year	463,405	1,531,186	1,994,591
Noncurrent liabilities due in more than one year	3,972,562	18,291,565	22,264,127
Total liabilities	7,919,851	22,093,149	30,013,000
NET POSITION			
Net investment in capital assets	74,598,446	83,658,220	158,256,666
Restricted for roads	95,687	-	95,687
Unrestricted	15,320,390	8,122,994	23,443,384
Total net position	90,014,523	91,781,214	181,795,737
Total liabilities and net position	$ 97,934,374	$ 113,874,363	$ 211,808,737

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Activities
For the Year Ended June 30, 2014

		Program Revenues			Net (Expense) Revenues and Changes in Net Assets		
					Primary Government		
Function/Programs	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**	**Business-Type Activities**	**Total**
Primary government:							
Governmental activities:							
General government	$ 2,171,825	$ 2,778,204	$ -	$ -	$ 606,379	$ -	$ 606,379
Public safety	5,018,488	1,101,415	-	-	(3,917,073)	-	(3,917,073)
Highways and public works	2,666,666	1,105,971	123,870	2,502,760	1,065,935	-	1,065,935
Parks and recreation	2,635,964	652,831	-	-	(1,983,133)	-	(1,983,133)
Interest on long-term debt	142,332	-	-	-	(142,332)	-	(142,332)
Total governmental activities	12,635,275	5,638,421	123,870	2,502,760	(4,370,224)	-	(4,370,224)
Business-type activities:							
Water utility	5,001,698	5,976,789	-	1,530,820	-	2,505,911	2,505,911
Sewer utility	3,005,658	2,720,120	-	660,987	-	375,449	375,449
Storm drain utility	880,773	579,827	-	878,907	-	577,961	577,961
Garbage utility	1,028,024	893,984	-	-	-	(134,040)	(134,040)
Total business-type activities	9,916,153	10,170,720	-	3,070,714	-	3,325,281	3,325,281
Total primary government	$ 22,551,428	$ 15,809,141	$ 123,870	$ 5,573,474	$ (4,370,224)	$ 3,325,281	$ (1,044,943)
General revenues:							
Property taxes					2,686,613	-	2,686,613
General sales and use tax					2,653,278	-	2,653,278
Franchise tax					221,085	-	221,085
Energy tax					870,992	-	870,992
Investment earnings					74,332	56,267	130,599
Total general revenues					6,506,300	56,267	6,562,567
Change in net position					2,136,076	3,381,548	5,517,624
Net position - beginning					87,878,447	88,399,666	176,278,113
Net position - ending					$ 90,014,523	$ 91,781,214	$ 181,795,737

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Balance Sheet
Governmental Funds
June 30, 2014

	Major Funds			Total
	General Fund	Capital Projects	Special Revenue	Governmental Funds
ASSETS				
Cash and cash equivalents	$ 4,236,250	$ 10,790,106	$ 313,459	$ 15,339,815
Accounts receivable, net of allowance	757,461	244,280	21,652	1,023,393
Due from other funds	296,275	1,100,000	-	1,396,275
Due from other governmental units	2,010,708	-	-	2,010,708
Prepaids	737	-	-	737
Total assets	$ 7,301,431	$ 12,134,386	$ 335,111	$ 19,770,928
LIABILITIES				
Accounts payable	$ 547,584	$ 351,050	$ 6,960	$ 905,594
Due to other funds	265,151	-	-	265,151
Accrued liabilities	178,517	-	-	178,517
Deposits payable	2,134,622	-	-	2,134,622
Total liabilities	3,125,874	351,050	6,960	3,483,884
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - property taxes	2,010,708	-	-	2,010,708
FUND BALANCES				
Nonspendable - prepaid expenditures	737	-	-	737
Restricted for - roads	95,687	-	-	95,687
Committed for - capital projects	-	11,783,336	-	11,783,336
Assigned to - street lights	-	-	328,151	328,151
Unassigned fund balance	2,068,425	-	-	2,068,425
Total fund balances	2,164,849	11,783,336	328,151	14,276,336
Total liabilities, deferred inflows and fund balances	$ 7,301,431	$ 12,134,386	$ 335,111	$ 19,770,928

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Balance Sheet Reconciliation to Statement of Net Position - Governmental Funds
June 30, 2014

Total fund balances - governmental funds:		$ 14,276,336
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		78,163,446
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		2,010,708
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.		
Bonds payable	(3,565,000)	
Capital lease payable	(376,226)	
Compensated absences payable	(494,741)	
		(4,435,967)
Net position of government activities		$ 90,014,523

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2014

	Major Funds			Total
	General Fund	Capital Projects	Special Revenue	Governmental Funds
Revenues:				
Taxes	$ 6,320,529	$ -	$ -	$ 6,320,529
Licenses and permits	583,374	-	-	583,374
Intergovernmental revenue	682,551	1,944,079	-	2,626,630
Charges for services	2,528,157	1,896,232	173,925	4,598,314
Fines and forfeitures	376,887	-	-	376,887
Investment earnings	23,989	48,633	1,710	74,332
Other	79,846	-	-	79,846
Total revenues	10,595,333	3,888,944	175,635	14,659,912
Expenditures:				
Current:				
General government	1,980,200	7,895	130,464	2,118,559
Public safety	5,418,919	5,263	-	5,424,182
Highways and public works	871,826	717,533	-	1,589,359
Parks and recreation	962,259	417,005	-	1,379,264
Capital expenditures	-	4,135,524	-	4,135,524
Debt service:				
Principal retirement	150,000	-	-	150,000
Interest and fiscal charges	142,332	-	-	142,332
Total expenditures	9,525,536	5,283,220	130,464	14,939,220
Excess revenues over (under) expenditures	1,069,797	(1,394,276)	45,171	(279,308)
Other financing sources (uses):				
Capital lease	211,322	-	-	211,322
Transfers in	-	2,231,485	-	2,231,485
Transfers out	(2,231,485)	-	-	(2,231,485)
Total other financing sources and uses	(2,020,163)	2,231,485	-	211,322
Net change in fund balances	(950,366)	837,209	45,171	(67,986)
Fund balances - beginning of year	3,115,215	10,946,127	282,980	14,344,322
Fund balances - end of year	$ 2,164,849	$ 11,783,336	$ 328,151	$ 14,276,336

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Changes Reconciliation to Statement of Activities - Governmental Funds
For the Year Ended June 30, 2014

Amounts reported for governmental activities in the statement of activities are different because:		
Net change in fund balances - total governmental funds		$ (67,986)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capitalized expenditures exceeded depreciation in the current period.		
Capitalized expenditures	6,813,520	
Depreciation expense	(4,885,936)	
		1,927,584
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Change in unavailable revenue - property taxes	111,438	
		111,438
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in accrued compensated absences	(23,007)	
		(23,007)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on the statement of activities.		
Capital lease financing	(211,322)	
Principal repayments on bonds	270,270	
Payment on capital lease	129,099	
		188,047
Change in net position of governmental activities		$ 2,136,076

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund - Budget and Actual
For the Year Ended June 30, 2014

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes:				
Property	$ 2,527,033	$ 2,527,033	$ 2,575,174	$ 48,141
Sales	2,293,862	2,293,862	2,653,278	359,416
Franchise	239,800	239,800	221,085	(18,715)
Energy	712,900	712,900	870,992	158,092
Licenses and permits	482,100	482,100	583,374	101,274
Intergovernmental revenue	1,074,652	782,202	682,551	(99,651)
Charges for services	2,096,224	3,618,655	2,528,157	(1,090,498)
Fines and forfeitures	371,265	369,265	376,887	7,622
Investment earnings	20,800	2,800	23,989	21,189
Other	1,355,138	66,480	79,846	13,366
Total revenues	11,173,774	11,095,097	10,595,333	(499,764)
Expenditures:				
General government	4,354,049	2,417,307	1,980,200	(437,107)
Public safety	4,897,602	5,503,147	5,418,919	(84,228)
Highways and streets	680,014	1,699,185	871,826	(827,359)
Parks and recreation	949,659	1,136,686	962,259	(174,427)
Debt service:				
Principal retirement	150,000	150,000	150,000	-
Interest and fiscal charges	142,450	142,450	142,332	-
Total expenditures	11,173,774	11,048,775	9,525,536	(1,523,121)
Excess revenues over (under) expenditures	-	46,322	1,069,797	1,023,357
Other financing sources (uses):				
Capital leases	-	-	211,322	211,322
Transfers out	(78,027)	(2,231,485)	(2,231,485)	-
Total other financing sources (uses)	(78,027)	(2,231,485)	(2,020,163)	211,322
Net change in fund balance	(78,027)	(2,185,163)	(950,366)	1,234,679
Fund balance - beginning of year	-	-	3,115,215	-
Fund balance - end of year	$ (78,027)	$ (2,185,163)	$ 2,164,849	$ 1,234,679

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Net Position
Proprietary Funds
June 30, 2014

	Major Funds				
	Water Utility	**Sewer Utility**	**Storm Drain Utility**	**Garbage Utility**	**Total**
ASSETS					
Current assets:					
Cash and cash equivalents	$ 4,383,024	$ 2,718,105	$ 1,554,498	$ 181,675	$ 8,837,302
Cash - restricted	646,003	-	-	-	646,003
Accounts receivable - net	242,930	232,058	47,931	98,057	620,976
Due from other funds	265,151	-	-	-	265,151
Inventory	55,429	-	-	-	55,429
Total current assets	5,592,537	2,950,163	1,602,429	279,732	10,424,861
Noncurrent assets:					
Capital assets:					
Water rights	15,231,188	-	-	-	15,231,188
Construction work in process	1,035,399	587,387	-	-	1,622,786
Water capacities	51,648,591	-	-	-	51,648,591
Culinary water system	17,363,173	-	-	-	17,363,173
Secondary water system	8,117,962	-	-	-	8,117,962
Sewer system	-	20,852,408	-	-	20,852,408
Storm drain system	-	-	16,441,494	-	16,441,494
Equipment	493,028	715,125	143,115	-	1,351,268
Less: Accumulated depreciation	(19,501,863)	(6,373,012)	(3,304,493)	-	(29,179,368)
Total capital assets	74,387,478	15,781,908	13,280,116	-	103,449,502
Total noncurrent assets	74,387,478	15,781,908	13,280,116	-	103,449,502
Total assets	$ 79,980,015	$ 18,732,071	$ 14,882,545	$ 279,732	$ 113,874,363
LIABILITIES					
Current liabilities:					
Accounts payable	$ 291,450	$ 263,697	$ 22,673	$ 69,434	$ 647,254
Due to other funds	1,396,275	-	-	-	1,396,275
Compensated absences	13,623	386	-	-	14,009
Customer deposits payable	126,760	2,740	-	-	129,500
Accrued interest payable	97,369	-	-	-	97,369
Bonds and contracts payable - current	1,515,000	-	-	-	1,515,000
Capital leases payable - current	2,177	-	-	-	2,177
Total current liabilities	3,442,654	266,823	22,673	69,434	3,801,584
Noncurrent liabilities:					
Compensated absences	16,889	571	-	-	17,460
Bonds and contracts payable	18,269,960	-	-	-	18,269,960
Capital leases payable	4,145	-	-	-	4,145
Total noncurrent liabilities	18,290,994	571	-	-	18,291,565
Total liabilities	21,733,648	267,394	22,673	69,434	22,093,149
NET POSITION					
Net investment in capital assets	54,596,196	15,781,908	13,280,116	-	83,658,220
Unrestricted	3,650,171	2,682,769	1,579,756	210,298	8,122,994
Net position	58,246,367	18,464,677	14,859,872	210,298	91,781,214
Total liabilities and net position	$ 79,980,015	$ 18,732,071	$ 14,882,545	$ 279,732	$ 113,874,363

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2014

	Major Funds				
	Water Utility	**Sewer Utility**	**Storm Drain Utility**	**Garbage Utility**	**Total**
Operating revenue:					
Charges for services	$ 3,268,055	$ 2,177,281	$ 407,506	$ 893,984	$ 6,746,826
Connection and other fees	1,371,388	112,000	-	-	1,483,388
Other	52,648	-	-	-	52,648
Total operating revenues	4,692,091	2,289,281	407,506	893,984	8,282,862
Operating expenses:					
Personnel services	491,343	100,603	-	-	591,946
Supplies and maintenance	546,398	637,933	220,666	-	1,404,997
Professional services	36,320	29,223	-	-	65,543
Administration	714,513	434,483	256,984	37,768	1,443,748
Power and pumping	498,993	50,993	-	-	549,986
Treatment and sanitation	164,753	1,021,863	-	986,030	2,172,646
Depreciation	2,287,721	717,137	403,123	-	3,407,981
Other	8,420	13,423	-	4,226	26,069
Total operating expenses	4,748,461	3,005,658	880,773	1,028,024	9,662,916
Operating income (loss)	(56,370)	(716,377)	(473,267)	(134,040)	(1,380,054)
Nonoperating revenue (expense):					
Investment earnings	31,657	14,390	8,517	1,703	56,267
Interest expense	(253,237)	-	-	-	(253,237)
Total nonoperating revenues (expenses)	(221,580)	14,390	8,517	1,703	(196,970)
Income (loss) before contributions and transfers	(277,950)	(701,987)	(464,750)	(132,337)	(1,577,024)
Capital contributions	1,530,820	660,987	878,907	-	3,070,714
Impact fees	1,284,698	430,839	172,321	-	1,887,858
Change in net position	2,537,568	389,839	586,478	(132,337)	3,381,548
Net position - beginning	55,708,799	18,074,838	14,273,394	342,635	88,399,666
Net position - ending	$58,246,367	$ 18,464,677	$14,859,872	$ 210,298	$ 91,781,214

The notes to the financial statement are an integral part of this statement.

CITY OF SARATOGA SPRINGS
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2014

	Major Funds				
	Water Utility	**Sewer Utility**	**Storm Drain Utility**	**Garbage Utility**	**Total**
Cash flows from operating activities					
Receipts from customers	$ 4,614,415	$ 2,283,264	$ 405,144	$ 891,232	$ 8,194,055
Payments to suppliers	(1,072,198)	(1,824,574)	(198,722)	(1,069,166)	(4,164,660)
Payment to employees	(487,657)	(101,945)	-	-	(589,602)
Payments for interfund services used	(714,513)	(434,483)	(256,984)	(37,768)	(1,443,748)
Net cash provided (used) by operating activities	2,340,047	(77,738)	(50,562)	(215,702)	1,996,045
Cash flows from noncapital financing activities					
Advances to other funds	(265,151)	-	-	-	(265,151)
Advance from other funds	1,100,000	-	-	-	1,100,000
Net cash provided (used) by noncapital financing activities	834,849	-	-	-	834,849
Cash flows from capital and related financing activities					
Purchases of capital assets	(2,018,709)	(720,941)	-	-	(2,739,650)
Proceeds from the sale of assets	-	-	36,007	-	36,007
Proceeds of capital-type special assessments	1,284,698	430,839	172,321	-	1,887,858
Principal paid on capital lease and debt	(1,750,144)	(171)	(9,297)	-	(1,759,612)
Interest paid on capital lease and debt	(246,169)	-	-	-	(246,169)
Net cash provided (used) by capital and related financing activities	(2,730,324)	(290,273)	199,031	-	(2,821,566)
Cash flows from investing activities					
Interest and dividends received	31,657	14,390	8,517	1,703	56,267
Investment in restricted cash	29,129	-	-	-	29,129
Net cash provided (used) by investing activities	60,786	14,390	8,517	1,703	85,396
Net increase (decrease) in cash and cash equivalents	505,358	(353,621)	156,986	(213,999)	94,724
Cash and cash equivalents - beginning	3,877,666	3,071,726	1,397,512	395,674	8,742,578
Cash and cash equivalents (deficit) - ending	$ 4,383,024	$ 2,718,105	$ 1,554,498	$ 181,675	$ 8,837,302
Reconciliation of operating income to net cash provided (used) by operating activities					
Operating income	$ (56,370)	$ (716,377)	$ (473,267)	$ (134,040)	$ (1,380,054)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation and amortization expense	2,287,721	717,137	403,123	-	3,407,981
(Increase)/decrease in accounts receivable	(16,895)	(8,757)	(2,362)	(2,752)	(30,766)
(Increase)/decrease in inventory	18,477	-	-	-	18,477
(Decrease)/increase in accounts payable	164,209	(71,139)	21,944	(78,910)	36,104
(Decrease)/increase in compensated absences	3,686	(1,342)	-	-	2,344
(Decrease)/increase in deposits payable	(60,781)	2,740	-	-	(58,041)
Total adjustments	2,396,417	638,639	422,705	(81,662)	3,376,099
Net cash provided (used) by operating activities	$ 2,340,047	$ (77,738)	$ (50,562)	$ (215,702)	$ 1,996,045
Schedule of non-cash capital and related financing activities:					
Contribution of capital assets	$ 1,530,820	$ 660,987	$ 878,907	$ -	$ 3,070,714

The notes to the financial statement are an integral part of this statement.

Note 1 - Summary of Significant Accounting Policies

The City of Saratoga Springs (City) was incorporated in December 1997. The City operates under a council manager form of government and provides the following services as authorized by its charter: public safety (police, fire, inspection and animal control), streets and highways, public utilities (refuse collection, water and sewer), parks and recreation and general administrative services. The financial statements of the City of Saratoga Springs have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies.

A. Reporting Entity

The City of Saratoga Springs is a municipal corporation governed by an elected mayor and six council members. The accompanying financial statements present the financial affairs of the government and its operations.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in the related Governmental Accounting Standards. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body, or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable for an organization if that organization is fiscally dependent on the City.

The City has no component units.

B. Government-wide and Fund Financial Statements

The City's basic financial statements consist of both government-wide statements (the statement of net position and the statement of activities) and fund statements. The government-wide statements focus on the City as a whole, while the fund statements focus on individual funds. Primary government activities are distinguished between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The effects of inter-fund activity have been eliminated from the government-wide statements except for the residual amounts due between governmental and business-type activities and inter-fund services provided.

The Statement of Net Position presents the City's assets, deferred inflows, liabilities and deferred outflows, with the difference reported as net position. Net position is restricted when constraints placed upon it is either externally imposed or is imposed by constitutional provisions or enabling legislation. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function. The City does not allocate general government (indirect) expenses to other functions. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function. Taxes and other revenues not meeting the definition of program revenues are reported as general revenues.

Note 1 - Summary of Significant Accounting Policies – Continued

B. Government-wide and Fund Financial Statements - Continued

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Private-sector standards of accounting and financial reporting issued on or before November 30, 1989, generally are followed in both the government-wide and proprietary fund financial statements, to the extent that those standards do no conflict with, or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private-sector guidance.

The use of financial resources to acquire capital assets are shown as assets in the government-wide financial statements, rather than reported as expenditures in the governmental fund financial statements. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source in the governmental fund financial statements. Amounts paid to reduce long-term debt in the government-wide financial statements are reported as a reduction of the related liability, rather than expenditures in the governmental fund statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter (generally within sixty days) to pay liabilities of the current period. Expenditures are generally recorded when a liability is incurred, as under the accrual method of accounting. However, debt service expenditures, as well as expenditure related to compensated absences and claims and judgments are recorded when payment is due**.**

Sales and use taxes, franchise taxes and earned but un-reimbursed state and federal grants associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. Property taxes are measurable as of the date levied and available only when cash is received by the county treasurer prior to the City's fiscal year end and remitted to the City within sixty days of its fiscal year end.

The City reports the following governmental funds:

General Fund - The General Fund is the primary operating fund. It is used to account for all financial resources of the City not accounted for by a separate, specialized fund.

Note 1 - Summary of Significant Accounting Policies – Continued

C. Measurement Focus and Basis of Accounting – Continued

Special Revenue Fund – The Special Revenue Fund is used to account for the proceeds of specific revenue sources that are restricted or committed for specified purposes. The City has one special revenue fund that operates the street light program funded by property owner assessments.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources used for the acquisition or construction of major capital improvements (other than those financed by proprietary funds.)

The City reports the following proprietary fund types as enterprise funds:

Water Utility Fund – The Water Utility Fund accounts for the water distribution system of the City for its residents.

Sewer Utility Fund – The Sewer Utility Fund accounts for the sewage collection systems of the City for its residents

Storm Drain Utility Fund – The Storm Drain Utility Fund accounts for the various storm drain collection and retention systems in the City for its residents.

Garbage Collection Utility Fund – The Garbage Collection Utility Fund accounts for the collection and disposal of garbage for City residents.

During the course of operations the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments to the General Fund by the Enterprise Funds for providing administrative, billing, and facility costs for such funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operation. The principal operating revenues of the enterprise funds are charges to customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Note 1 - Summary of Significant Accounting Policies – Continued

D. Budgets

Annual budgets are prepared and adopted before June 22 for the fiscal year commencing the following July 1, in accordance with the Uniform Fiscal Procedures Act for Utah Cities. State law requires budgeted revenues to equal budgeted expenditures, and legal control is exercised at the department level, administration, public safety, public works, etc. Once a budget has been adopted, it remains in effect until it has been formally revised. Budgets for the general fund, special revenue, and capital projects funds are legally required and prepared and adopted on the modified accrual basis of accounting. Therefore, no reconciliation between budgetary schedules and the GAAP statements is required.

The Budgetary Comparison schedules presented in this section of the report are for the City's general fund and special revenue funds. Original budgets represent the revenue estimates and spending authority authorized by the City Council prior to July 1. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the City Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unassigned fund balance at the end of each year.

Utah State allows for any unassigned fund balances in excess of 5% of total revenue of the general fund to be utilized for budget purposes. The law also allows for the accumulation of a fund balance in the general fund in an amount equal to 25% of the total estimated revenue of the general fund. In the event that the fund balance, at the end of the fiscal year, is in excess of that allowed, the City has one year to determine an appropriate use and then the excess must be included as an available resource in the general fund budget.

E. Taxes

In connection with budget adoption an annual tax ordinance establishing the tax rate is adopted before June 22 and the City Recorder is to certify the tax rate to the County Auditor before June 22. Budgets for the general, special revenue, and capital projects funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The above procedures are authorized by the Utah Code Sections 10-6-109 through 10-6-135.

All property taxes levied by the City are assessed and collected by Utah County. Taxes are attached as an enforceable lien as of January 1, are levied as of October 1, and are due November 30; any delinquent taxes are subject to a penalty. Unless the delinquent taxes and penalties are paid before January 15, a lien is attached to the property, and the amount of taxes and penalties bears interest from January 1 until paid. If after five years, delinquent taxes have not been paid, the County sells the property at a tax sale. Tax collections are remitted to the City from the County monthly.

F. Capital Assets

Capital assets, which include land, buildings, property, plant, equipment, water rights, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Note 1 - Summary of Significant Accounting Policies – Continued

F. Capital Assets - Continued

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Capital assets are carried at cost or estimated historical cost. Depreciation of these assets is computed by use of the straight-line method over their estimated useful lives as follows:

Buildings and improvements	40 Years
Sewer collection system	30 Years
Water distribution systems	40 Years
Infrastructure and improvements	10-25 Years
Machinery and equipment	5-20 Years
Other improvements	10-40 Years

G. Long-Term Obligation

In the government-wide financial statements and proprietary fund types, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets.

H. Equity Classifications

Equity is classified in the government-wide financial statements as net assets and is displayed in three components:

a. Invested in capital assets, net of related debt – consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net assets – consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net assets – All other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt".

In the fund financial statements; governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned or Unassigned.

Nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.

Restricted fund balance classifications are restricted by enabling legislation. Also reported if, (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance classification include those funds that can only be used for specific purposes pursuant to constraints imposed by formal action of the governments highest level of decision making authority, the City Council. Fund balance commitments can only be removed or changed by the same type of action (for example, resolution) of the City Council.

Note 1 - Summary of Significant Accounting Policies – Continued

H. Equity Classifications - Continued

Assigned fund balance classification includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. Also includes all remaining amounts that are reported in governmental funds, other than the general fund that are not classified as non-spendable, restricted nor committed in the General Fund, that are intended to be used for specific purposes. It is the City's policy to require City Council action for the assignment of funds.

Unassigned fund balance classification is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted. It is the City's policy to use committed funds first then assigned funds and lastly use unassigned funds when all are available for use in satisfying the expenditure.

Proprietary Fund equity is classified the same as in the government-wide statements.

I. Cash and Cash Equivalents

Cash includes amounts in demand deposits as well as short-term investments with a maturity date of three months or less when acquired by the City.

J. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources which represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The governmental has only one type of item which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenues, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenue from one source: property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Note 2 - Deposits and Investments

As of June 30, 2014, the City had the following investments:

Investment Type	Fair Value	Maturity	Quality Ratings
PTIF Investments	$ 21,521,179	85 days *	not rated
Total	$ 21,521,179		

* Weighted-average maturity

A. Custodial Credit Risk

Deposits and investments for the City are governed by the Utah Money Management Act *(Utah Code Annotate*d, Title 51, Chapter 7, "the Act") and by rules of the Utah Money Management Council ("the Council"). Following are discussions of the City's exposure to various risks related to its cash management activities.

Deposits. Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be recovered. The City's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of City funds to be in a *qualified depositor*y, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. The City's deposits in the bank in excess of the insured amount are uninsured and are not collateralized, nor do state statutes require them to be. The City's bank balances at June 30, 2014 were $2,172,389 of which $1,922,389 were uninsured and uncollateralized.

Investments. Custodial credit risk for investments is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments that are in the possession of an outside party. The City policy to minimize custodial credit risk is to follow the Utah Money Management Act and the City's approved investment policy. The City currently invests only in the State of Utah PTIF as discussed below.

B. Credit Risk

Credit risk is the risk that the counterparty to an investment transaction will not fulfill its obligations. The City's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations; and shares in a money market fund as defined in the Act. The City is also authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based upon the participants' average daily balances. The fair value of the PTIF investment pool exceeded its amortized cost basis by $122,050 at June 30, 2014.

Note 2 - Deposits and Investments - Continued

C. Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The City manages its exposure to declines in fair value by following its investment policy by investing mainly in the PTIF and by adhering to the Money Management Act. The Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act limits the remaining term to maturity of commercial paper to 270 days or less and fixed rate negotiable deposits and corporate obligations to 365 days or less. Maturities of the City's investments are noted in the table at the beginning of Note 2.

D. Restricted Cash

The City maintains cash in accounts held by third party custodians that are restricted for the use of bond payments. The amount of restricted cash at June 30, 2014 was $646,003.

Note 3 - Accounts Receivable – Unearned Revenue

Accounts receivable are recorded net of the allowance for doubtful accounts of $75,000 in the enterprise fund. Unearned revenue in the governmental funds consist of property taxes receivable that will not be collected in sufficient time to be classified as revenue in the current fiscal year.

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2014 was as follows:

	Balance June 30, 2013	Additions	Deletions	Balance June 30, 2014
Governmental activities:				
Capital assets, not being depreciated:				
Land	$ 18,402,042	$ 318,871	$ -	$ 18,720,913
Construction in process	915,416	3,117,727	(716,898)	3,316,245
Total	19,317,458	3,436,598	(716,898)	22,037,158
Capital assets, being depreciated:				
Buildings	6,059,984		-	6,059,984
Machinery and equipment	3,790,527	781,965	-	4,572,492
Improvements	-	-	-	-
Infrastructure	78,193,384	3,386,540		81,579,924
Total	88,043,895	4,168,505	-	92,212,400
Less accumulated depreciation for:				
Buildings	(900,970)	(286,482)	-	(1,187,452)
Machinery and equipment	(2,370,197)	(232,161)	-	(2,602,358)
Improvements	-	-	-	-
Infrastructure	(27,929,009)	(4,367,293)	-	(32,296,302)
Total	(31,200,176)	(4,885,936)	-	(36,086,112)
Capital assets, being depreciated, net	56,843,719	(717,431)	-	56,126,288
	$ 76,161,177	$ 2,719,167	$ (716,898)	$ 78,163,446
Business-type activities:				
Capital assets, not being depreciated:				
Water rights	$ 14,998,026	$ 233,102	$ -	$ 15,231,188
Construction in progress	437,686	1,349,287	(164,187)	1,622,786
Total	15,435,712	1,582,389	(164,187)	16,853,974
Capital assets, being depreciated:				
Water capacity	10,950,988	-	-	10,950,988
Culinary water system	56,198,727	1,862,049	-	58,060,776
Secondary water irrigation system	7,681,622	436,340	-	8,117,962
Sewer system	20,191,330	661,078	-	20,852,408
Storm drain system	15,562,587	878,907	-	16,441,494
Equipment	833,565	542,952	(25,249)	1,351,268
Total	111,418,819	4,381,326	(25,249)	115,774,896
Less accumulated depreciation for:				
Water capacity	(4,543,794)	(547,550)	-	(5,091,344)
Culinary water system	(11,292,263)	(1,342,750)	-	(12,635,013)
Secondary water irrigation system	(1,025,153)	(384,006)	-	(1,409,159)
Sewer system	(5,444,347)	(682,514)	-	(6,126,861)
Storm drain system	(2,783,012)	(390,896)	-	(3,173,908)
Equipment	(682,836)	(60,265)	18	(743,083)
Total accumulated depreciation	(25,771,404)	(3,407,981)	18	(29,179,368)
Capital assets, being depreciated, net	85,647,415	973,345	(25,231)	86,595,528
Business-type activities capital assets, net	$ 101,083,127	$ 2,555,734	$ (189,418)	$ 103,449,502

Note 4 - Capital Assets – Continued

Depreciation expense was charged to functions of the primary government as follows:

Governmental activities:		
General government	$	230,350
Public safety		188,088
Highways and public works		2,987,390
Parks and recreation		1,480,108
Total depreciation expense - governmental activities	$	4,885,936
Business-type activities:		
Water utility	$	2,287,723
Sewer utility		717,135
Storm drain utility		403,122
Total depreciation expense - business-type activities	$	3,407,981
Combined depreciation expense	$	8,293,917

Note 5 - Compensated Absences

Accumulated unpaid vacation, compensatory leave pay and other employee benefit amounts are accrued when incurred in proprietary funds (using the accrual basis of accounting). In the governmental funds (using the modified accrual basis of accounting) only the unpaid amounts due to retired or terminated employees are recorded as liabilities. All City employees are paid from the general fund. The total compensated absences liability is reported in the government wide financial statements as long-term debt in accordance with the Governmental Accounting Standards. Based on historical estimates, the City estimates that $164,205 of the compensated absences balance will be due in the next year.

Note 6 - Retirement Plans

A. Plan Description

The City of Saratoga Springs is a participant in the Utah State Retirement Systems (URS), a multiple employer, cost sharing retirement systems providing defined benefits based on years of services and highest average salaries. The City contributes to the Local Governmental Contributory Retirement System, the Local Governmental Non-contributory Retirement System, the Public Safety Retirement System, and Firefighters Retirement System. The Systems provide refunds, retirement benefits, annual cost of living adjustment, and death benefits to plan members and beneficiaries in accordance with retirement statutes.

Note 6 - Retirement Plans - Continued

A. Plan Description - Continued

The Systems are established and governed by the respective sections of Chapter 49 of the Utah Code Annotated 1953 as amended. The Utah State Retirement Office Act in Chapter 49 provides for the administration of the Utah Retirements Systems and Plans under the direction of the Utah State Retirement Board (Board) whose members are appointed by the Governor. The Systems issue a publicly available financial report that includes financial statements and required supplementary information for the Local Governmental Contributory Retirement System, Local Governmental Non-contributory Retirement System, the Public Safety Retirement System, and the Firefighters Retirement System. A copy of the report may be obtained by writing to the Utah Retirement Systems at 540 East 200 South, Salt Lake City, UT 84102 or by calling 1-800-753-7361.

B. Funding Policy

Plan members are required to contribute a percent of their covered salary (all or part may be paid by the employer) to the respective systems which they belong; 16.71% for the Firefighters Tier 1 Retirement System. The City is required to contribute a percent of covered salary to the respective systems, 13.99% for the Contributory System, 17.29% to the Noncontributory System, 20.51% to the public safety Division A Contributory Tier 2 System, 32.20% to the Public Safety Division B Noncontributory Tier 1 System, 4.46% to the Firefighter division B Tier 1 System, and 11.02% to the Firefighters Division B Tier 2 System. The contribution rates are the actuarially determined rates. The contribution requirements of the Systems are authorized by statute and specified by the Board. The City has paid 100% of the required contributions.

The City's contributions to the various systems for June 30, 2014, 2013 and 2012 were as follows:
A. Local Governmental System – Contributory

2014	2013	2012	
$ 18,444	$ 1,868	$ 1,160	Employer contributions
216,989	21,831	15,287	Salary subject to contributions

B. Local Governmental System – Noncontributory

2014	2013	2012	
$ 386,781	$ 340,808	$ 277,930	Employer contributions
2,172,730	2,119,048	2,018,379	Salary subject to contributions

C. Utah Public Safety System – Public Safety

- Other Division A Contributory

2014	2013	2012	
$ 5,357	$ 0	$ 0	Employer contributions
48,613	0	0	Salary subject to contributions

- Other Division B Contributory

2014	2013	2012	
$ 306,987	$ 299,985	$ 267,246	Employer contributions
1,132,533	1,123,354	1,135,530	Salary subject to contributions

Note 6 - Retirement Plans – Continued

D. Local Governmental System – Firefighters

2014	2013	2012	
$ 38,677	$ 43,907	$ 52,419	Employer paid for employee contributions
19,971	15,144	7,010	Employer contributions
319,011	349,961	391,058	Salary subject to contributions

Note 7 - Deferred Compensation Plan

The City also offers its employees defined contribution plans in accordance with Internal Revenue Code Sections 401(k), 401(a), and 457. Under a Section 218 agreement authorized by the Social Security Act, certain City employees are excluded from Social Security coverage. Accordingly, the City makes payments to defined contribution plans in lieu of contributing Social Security Taxes for these employees. Employees may also defer a portion of their salary until future years.

Contributions to the plans are as follows:

	2014	2013	2012
457Plan			
Employee Contributions	$ 44,156	$ 44,397	$ 46,430
Employer Contributions	-	-	226
401(k) Plan			
Employee Contributions	77,132	81,547	79,620
Employer Contributions	284,293	326,333	324,687
Traditional IRA Plan			
Employee Contributions	60	130	125
Roth IRA Plan			
Employee Contributions	12,269	9,226	9,715

Note 8 - Interfund Transfers

Transfers were made which will not be repaid. Such amounts for the fiscal year ended June 30, 2014 were as follows:

Fund	Transfers In	Transfers Out
Governmental Activities		
General	$ -	$ 2,231,485
Special Revenue	-	-
Capital Projects	2,231,485	-
	$ 2,231,485	$ 2,231,485

Note 8 - Interfund Transfers - Continued

The purpose of the inter-fund transfers is to meet the City's ongoing cash needs for capital projects. In addition to the transfers, the General Fund charged $1,308,658 to the enterprise funds for personnel and administrative services and facility costs during the year.

Note 9 - Contingent Liabilities

Amounts received or receivables from grantor agencies are subject to audit and adjustment by those grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the government expects such amounts, if any, to be immaterial. The City is also involved in various claims and litigation that should be covered by insurance.

On November 25, 2009 the City entered into an agreement with the Central Utah Water Conservancy District (District) to obtain delivery of water through District facilities equal to 10,000 acre feet. The City is obligated to pay a one-time development charge of $6,200 per acre foot ($62,000,000 for 10,000 acre feet of water) to the district which is due when the City takes delivery but no later than June 30, 2020. The City's obligation is backed by a contract with a landowner of property that is located within the City. The contract with the landowner requires collateral in the amount of the obligation and the funding of an account twelve months prior to the payment due dated. The purpose of the water rights is to provide water resources for land development in the future as those parcels are developed.

On March 30, 2010 the City entered into an agreement with a neighboring municipality to provide police services. For the year ended June 30, 2014 the City received $843,729 for the service.

The City has entered into an agreement with a developer to reimburse the developer for installing added improvements to the sewer system. The City will pay the developer $700 for each connection to the north sewer system service area until the year 2020 up to a maximum of $2,200,396. The City makes payments to the developer as fees are collected. The total amount paid to the developer for the year ended June 30, 2014 was $612,000.

Note 10 – Construction Commitments

The City has active construction projects as of June 30, 2014. The projects include construction of roads and utility system upgrades.

Project	Spent-to-Date	Remaining Commitment	Estimated Completion
All projects	$ 365,480	$ 474,796	May 2015

Note 11 - Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by commercial insurance purchased from independent third parties and participation in the Local Governments Trust, a public entity risk pool. Settled claims from these risks have not exceeded commercial insurance coverage for the past three years. The City carries $2,000,000 of liability coverage and $1,000,000 of fidelity bond coverage for the treasurer.

Note 11 - Risk Management – Continued

The City participates in the public entity risk pool's general liability insurance program. This program requires annual premiums based on the City's level of insurance and previous claims experience. The payment of the premium indemnifies the City for claims that exceed its deductible amount. The risk pool is governed by the inter-local risk pool agreement

Note 12 – Leases

Capital Leases

The government has entered into lease agreements as lessee for financing the acquisition of several vehicles for the various City departments. The lease agreements qualify as capital lease obligations for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date.

The assets acquired through capital leases are as follows:

		Business Type Activities		
	Governmental Activities	Water Utility	Sewer Utility	Storm Drain Utility
Equipment	$ 749,060	$ 19,701	$ -	$ -
Accumulated depreciation	(402,902)	(19,701)	-	-
Total	$ 346,158	$ -	$ -	$ -

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2014 were as follows:

		Business Type Activities		
Year Ending June 30	Governmental Activities	Water Utility	Sewer Utility	Storm Drain Utility
2015	$ 144,200	$ 2,179	$ -	$ -
2016	92,111	1,940	-	-
2017	79,333	1,940	-	-
2018	60,582	921	-	-
2019	-	-	-	-
Total minimum lease payments	376,227	6,979	-	-
Less: amount representing interest	(31,519)	(654)	-	-
Present value of minimum lease payments	$ 344,708	$ 6,325	$ -	$ -

Note 13 – Long-term Debt

A. Special Assessment Bonds

The 2012 series bonds will be repaid from assessments levied against the property owners benefited by the improvements made by the City in the special improvement district area. In the event that a deficiency exists because of unpaid or delinquent special assessments at the time a debt service payment is due, the government may draw from the established reserve fund to cover the deficiency. The bonds have a stated rate of interest of 0.75% - 4.45% with a maturity date of April 1, 2029.

The special assessment bonds are recorded in the enterprise fund with annual debt service requirements to maturity for special assessment bonds are as follows:

Year Ending June 30	Principal	Interest	Total Debt Service
2015	121,000	62,008	183,008
2016	122,000	60,761	182,761
2017	124,000	59,114	183,114
2018	126,000	57,242	183,242
2019	127,000	55,037	357,321
2020-2024	683,000	230,321	789,882
2025-2029	807,000	106,882	1,438,365
	$ 2,110,000	$ 631,365	$ 3,317,693

B. Revenue Bonds

The government has issued bonds where the government pledged revenues derived from the operation of the utility system to pay the outstanding debt service. Revenue bonds are the obligations of the enterprise funds and the amounts outstanding at year end are as follows:

Note 13 – Long-term Debt - Continued

B. Revenue Bonds - Continued

2005 Water Revenue Bonds

On December 28, 2005 the City issued $2,031,000 in Series 2005 Water Refunding bonds with a maturity date of January 1, 2026 at an interest rate of 3.84%. The bonds were issued to 1(finance the costs of associate with acquiring constructing, and equipping portions of the City's culinary water system, 2) refund the Series 2004 Water Revenue Bonds, and 3) finance the costs of issuance of the Series 2005 Bonds. Each principal payment is subject to prepayment and redemptions at any time, in whole or in part in inverse order, at the election of the City. The redemption price will equal 100% of the principal amount to be repaid or redeemed, plus accrued interest, if any, to the date of redemption.

Year Ending June 30	Principal	Interest	Total Debt Service
2015	94,000	53,568	147,568
2016	97,000	49,958	146,958
2017	101,000	46,234	147,234
2018	105,000	42,355	147,355
2019	109,000	38,323	147,323
2020-2024	611,000	125,606	736,606
2024-2026	278,000	16,128	294,128
	$ 1,395,000	$ 372,173	$ 1,767,173

2006 Water Revenue Bonds

On April 8, 2006 the City issued $3,285,000 in Series 2006 Water Revenue Bonds with a maturity date of January 1, 2027 at a 3.2% interest rate. The bonds were issued to finance the costs associated with acquiring, constructing, and equipping portions of the City's culinary water system, along with financing the costs of issuance of the Series 2006 Bonds. Each principal payment is subject to prepayment and redemption at any time, in whole or in part, in inverse order, at the election of the City. The redemption price is equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Year Ending June 30	Principal	Interest	Total Debt Service
2015	159,000	74,048	233,048
2016	164,000	68,960	232,960
2017	169,000	63,712	232,712
2018	175,000	58,304	233,304
2019	180,000	52,704	232,704
2020-2024	992,000	173,248	1,165,248
2025-2026	475,000	24,480	499,480
	$ 2,314,000	$ 515,456	$ 2,829,456

Note 13 – Long-term Debt – Continued

B. Revenue Bonds – Continued

2009 Water Revenue Bonds

On July 20, 2009 the City issued $866,000 in Series 2009 Water Revenue Bonds with a maturity date of June 1, 2024 at an initial rate of 4.16%. The interest rate will reset every 5 years to 90% of the five-year advanced fixed rate as quoted by the Seattle Federal Home Loan Bank. The maximum interest rate allowed is 7.5%. The bonds were issued for the purpose of financing the construction of improvements and additions to the City's water system and paying costs of issuance of the 2009 Bonds. The Bonds are subject to redemption on any business day and with at least 30 days prior written notice at the option of the City, in whole or in part, at the redemption price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date. If the interest rate adjustment is to exceed 7.5%, the owners of the Bonds will require the City to purchase all outstanding Bonds at the purchase price equal to 100% of the aggregate unpaid principal plus accrued interest at the rate immediately preceding the interest rate adjustment date.

Year Ending June 30	Principal	Interest	Total Debt Service
2015	52,000	26,249	78,249
2016	54,000	24,086	78,086
2017	57,000	21,840	78,840
2018	59,000	19,468	78,468
2019	62,000	17,014	79,014
2020-2024	347,000	44,428	391,428
Total	$ 631,000	$ 153,085	$ 784,085

2011 Sales Tax Revenue Bonds

Sales tax revenue bonds are special limited obligations of the City backed by the portion of sales and use taxes levied by the City under the Local Sales and Use Tax Act. The bonds are obligations of the governmental funds.

On June 1, 2011 the city issued $4,000,000 in Series 2011 Sales Taxes Revenue Bonds at interest rates ranging from 3.0% to 4.125% with a maturity date of June 1, 2031. The bonds were issued to finance the costs associated with acquiring, constructing, renovating, equipping, and furnishing the City's facilities (including a public works facility, fire station, and city well improvements) and to exercise a purchase option under an outstanding financing lease for the City Hall building. Bond proceeds were also used to pay the cost of issuance of the Bonds. The Bonds maturing on or after June 1, 2021 are subject to redemption prior to maturity, in whole or in part, at the option of the City on December 31, 2020 or on any date thereafter, from such maturities or parts thereof as selected by the City. The redemption price will equal 100% of the principal amount to be repaid or redeemed, plus accrued interest, if any, to the date of redemption.

Note 13 – Long-term Debt – Continued

B. Revenue Bonds – Continued

2011 Sales Tax Revenue Bonds – Continued

Revenue bond debt service requirements to maturity are as follows:

Year Ending June 30	Principal	Interest	Total Debt Service
2015	155,000	135,450	290,450
2016	160,000	130,800	290,800
2017	165,000	126,000	291,000
2018	170,000	121,050	291,050
2019	175,000	114,250	289,250
2019-2023	990,000	464,187	1,454,187
2024-2028	1,200,000	261,435	1,461,435
2029-2031	550,000	34,240	584,240
	$ 3,565,000	$ 1,387,412	$ 4,952,412

C. Note Payable

Culinary Water System

Prior to the City being established in December 1997, a water company had built a water system in the area covered by the City. On February 2, 2005, the city entered into a settlement agreement to purchase the water system and the rights to the unused water capacity. The City's obligation of $21,000,000 is to be serviced by paying two-thirds, presently $2000, of each connection or impact fee collected. By agreement, the obligation bears no interest. If the City has not paid the full obligation by February 2, 2025, then the remaining, unpaid balance becomes due at that date. The note is an obligation of the water enterprise fund. Based on the projection of 525 connections annually, the remaining obligation is expected to be retired as follows:

Year Ending June 30	Principal	Interest	Total Debt Service
2015	1,050,000	-	1,050,000
2016	1,050,000	-	1,050,000
2017	1,050,000	-	1,050,000
2018	1,050,000	-	1,050,000
2019	1,050,000	-	1,050,000
2019-2023	5,250,000	-	5,250,000
2024-2027	2,834,960	-	2,834,960
	$ 13,334,960	$ -	$ 13,334,960

Note 13 – Long-term Debt – Continued

D. Changes in Long-term Debt

During the year ended June 30, 2014, the following activity occurred in liabilities reported as long-term:

	Balance June 30, 2013	Additions	Retirements	Balance June 30, 2014	Due Within One Year
Governmental Activities:					
2011 Sales Tax Revenue Bonds	$ 3,835,270	$ -	$ (270,270)	$ 3,565,000	$ 155,000
Obligations Under Capital Lease	294,004	211,322	(129,099)	376,227	144,200
Compensated Absences	471,734	200,638	(177,632)	494,740	164,205
Total	$ 4,601,008	$ 411,960	$ (577,001)	$ 4,435,967	$ 463,405
Business Type Activities:					
2005 Water Revenue Refunding Bonds	$ 1,485,000	$ -	$ (90,000)	$ 1,395,000	$ 94,000
2006 Water Revenue Bonds	2,468,000	-	(154,000)	2,314,000	159,000
2009 Water Revenue Bonds	681,000	-	(50,000)	631,000	52,000
2012 Special Assessment Bonds	2,896,000	-	(786,000)	2,110,000	160,000
Contract payable	13,946,960	-	(612,000)	13,334,960	1,050,000
Obligations Under Capital Lease	17,264	-	(10,939)	6,325	2,177
Compensated Absences	29,124	17,123	(14,781)	31,466	14,009
Total	$ 21,523,348	$ 17,123	$ (1,717,720)	$ 19,822,751	$ 1,531,186

Note 14 – Subsequent Events

On October 22, 2014 the City issued $10,000,000 of bond to refinance $4,500,000 of outstanding obligations and provide $6,000,000 for future capital project financing. The old bonds had interest rates ranging from 1.78% to 3.84%. The new bonds have an average interest rate of 2.85%.

SUPPLEMENTARY INFORMATION

CITY OF SARATOGA SPRINGS
Schedule of Expenditures of Federal Awards
June 30, 2014

Federal Grantor / Pass Through Grantor / Program Title	Pass-Through Grantor's Number	Federal CFDA Number	Federal Expenditures/ Disbursements	Major Program
U.S. Department of Agriculture				
Passed Through the State of Utah Natural Resources Conservation Service				
National Resources Conservatin Service	688D764540	10.923	$ 1,794,079	X
National Resources Conservation Service	688D764539	10.923	24,993	X
Total Federal Expenditures			**$ 1,794,079**	

See accompanying notes to Schedule of Expenditures of Federal Awards

Note – 1 Purpose of the Schedule

The accompanying Schedule of Expenditures of Federal Awards (Schedule) is a supplementary schedule to The City of Saratoga Springs' financial statements and is presented for purposes of additional analysis. Because the Schedule presents only a selected portion of the activities of The City of Saratoga Springs, it is not intended to and does not present either, the financial position, changes in fund balance or the current funds revenue and expenditures and other changes of The City of Saratoga Springs.

Note – 2 Significant Accounting Policies

Basis of Presentation – The information is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Federal Awards – Pursuant to the Single Audit Act of 1984 (Public Law 98-402) and OMB Circular A-133, federal awards are defined as assistance provided by a federal agency, either directly or indirectly, in the form of grants, insurance, or direct appropriations. Federal awards, accordingly, non-monetary federal awards, including federal surplus property, is included in federal awards and, therefore, is reported on the Schedule. It does not include direct federal cash assistance to individuals. Solicited contracts between the State and Federal Government for which the Federal Government procures tangible goods or services are not considered to be federal awards.

Type A and Type B programs – The Single Audit Act Amendments of 1996 and OMB Circular A-133 establishes the levels of expenditures or expenses to be used in defining Type A and Type B federal awards programs. Type A programs, for The City of Saratoga Springs, are those programs which exceed $300,000 in federal expenditures, distributions, or issuances for the fiscal year ended June 30, 2014.

Reporting Entity – The reporting entity is fully described in Note 1 of the City's financial statements. The Schedule includes all federal financial awards received directly from federal agencies as well as federal financial awards passed through from other governmental agencies for the year ended June 30, 2014.

Basis of Accounting – The expenditures in the Schedule are recognized as incurred based on the accrual basis of accounting and the cost accounting principles contained in OMB Circular A-87, Cost Principles for State and Local Governments. Under those cost principles, certain types of expenditures are not allowable or are limited to the amount of reimbursement.

Matching Costs – The Schedule does not include matching expenditures.

Direct and Indirect Flow-Through Federal Assistance – The majority of The City of Saratoga Springs' federal awards are received indirectly from the State of Utah.

STATISTICAL SECTION

The Statistical Section presents detailed comparative data to assist with understanding what the information in the financial statements, note disclosures, and required supplementary information express about the government's overall financial health.

Financial Trends
Those schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity
These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity
These schedules contain information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information
These schedules contain service data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: unless otherwise noted, the information in these schedules is derived from the financial statements for the relevant year. The city implemented GASB 24 in 2004; schedules presenting government-wide information include information beginning in that year.

Schedule 1
CITY OF SARATOGA SPRINGS
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Governmental activities:										
Invested in capital assets, net of related debt	$ 30,518,073	$ 48,696,718	$ 71,195,926	$ 79,015,924	$ 80,964,663	$ 72,879,872	$ 74,023,634	$ 75,648,247	$ 72,106,589	$ 74,598,446
Restricted	4,952,261	5,842,246	8,446,142	10,597,938	9,436,161	5,418,579	6,879,966	7,890,183	600,591	95,687
Unrestricted	1,074,401	3,114,889	967,824	342,310	1,411,862	2,384,845	2,636,561	4,941,530	15,171,267	15,320,389
Total governmental activities Net assets	**$ 36,544,735**	**$ 57,653,853**	**$ 80,609,892**	**$ 89,956,172**	**$ 91,812,686**	**$ 80,683,296**	**$ 83,540,161**	**$ 88,479,960**	**$ 87,878,447**	**$ 90,014,522**
Business-type activities:										
Invested in capital assets, net of related debt	$ 32,018,536	$ 45,526,681	$ 57,048,125	$ 62,062,064	$ 62,465,261	$ 80,299,189	$ 79,011,572	$ 80,775,067	$ 79,532,232	$ 83,658,220
Restricted	1,664,985	2,074,087	4,568,662	3,020,674	1,299,971	2,156,528	3,487,439	5,079,787	-	-
Unrestricted	(83,839)	(1,482,535)	53,505	1,526,777	3,178,868	2,166,007	2,429,896	1,733,791	8,867,434	8,122,994
Total business-type activities Net assets	**$ 33,599,682**	**$ 46,118,233**	**$ 61,670,292**	**$ 66,609,515**	**$ 66,944,100**	**$ 84,621,724**	**$ 84,928,907**	**$ 87,588,645**	**$ 88,399,666**	**$ 91,781,214**
Primary government:										
Invested in capital assets, net of related debt	$ 62,536,609	$ 94,223,399	$128,244,051	$141,077,988	$143,429,924	$153,179,061	$153,035,206	$156,423,314	$ 151,638,821	$ -
Restricted	6,617,246	7,916,333	13,014,804	13,618,612	10,736,132	7,575,107	10,367,405	12,969,970	600,591	95,687
Unrestricted	990,562	1,632,354	1,021,329	1,869,087	4,590,730	4,550,852	5,066,457	6,675,321	24,038,701	23,443,383
Total primary government Net assets	**$ 70,144,417**	**$ 103,772,086**	**$142,280,184**	**$156,565,687**	**$158,756,786**	**$165,305,020**	**$168,469,068**	**$176,068,605**	**$ 176,278,113**	**$ 23,539,070**

Note: Table represents data available since implementation of GASB Statement 44.

Schedule 2
CITY OF SARATOGA SPRINGS
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
EXPENSES										
Governmental Activities:										
General Government	$ 829,609	$ 1,064,188	$ 1,638,279	$ 1,611,513	$ 1,199,630	$ 1,292,510	$ 1,291,631	$ 1,998,497	$ 2,609,093	$ 2,171,825
Public Safety	1,169,177	1,934,221	3,352,802	3,318,850	3,010,953	3,669,436	4,651,168	4,833,686	4,960,936	5,018,488
Highways and Public Improvements	1,638,328	2,039,020	3,038,959	4,401,040	5,479,252	3,126,167	3,364,997	4,022,464	4,722,390	2,666,666
Parks and Recreation	346,692	451,937	834,999	1,421,153	1,784,119	1,614,955	1,738,032	1,899,678	2,438,028	2,635,964
Economic Development	-	-	880	1,425	3,168	-	-	-	-	-
Interest on Long-Term Debt	39,891	76,603	100,180	109,232	95,006	27,858	47,519	157,437	146,800	142,332
Total Governmental Activities	**4,023,697**	**5,565,969**	**8,966,099**	**10,863,213**	**11,572,128**	**9,730,926**	**11,093,347**	**12,911,762**	**14,877,247**	**12,635,275**
Business-type Activities:										
Water Utility	1,736,325	2,620,541	2,626,163	3,726,377	3,485,076	3,940,978	4,286,081	4,649,685	5,102,548	5,001,698
Sewer Utility	839,375	1,120,299	1,161,951	1,551,185	1,588,786	1,766,075	2,043,128	2,434,510	2,833,924	3,005,658
Garbage Utility	267,612	401,114	458,001	579,672	625,307	649,154	633,551	702,476	822,106	1,028,024
Storm Drain Utility	-	-	-	-	-	467,758	470,700	756,772	691,410	880,773
Total Business-type Activities	**2,843,312**	**4,141,954**	**4,246,115**	**5,857,234**	**5,699,169**	**6,823,965**	**7,433,460**	**8,543,443**	**9,449,988**	**9,916,153**
Total Primary Government Expenses	**$ 6,867,009**	**$ 9,707,923**	**$ 13,212,214**	**$16,720,447**	**$17,271,297**	**$ 16,554,891**	**$ 18,526,807**	**$21,455,205**	**$ 24,327,235**	**$ 22,551,428**
REVENUES										
Governmental Activities:										
Charges for Services										
General Government	$ 1,944,629	$ 2,757,952	$ 2,616,829	$ 1,340,052	$ 643,604	$ 893,642	$ 734,865	$ 2,473,625	$ 4,081,953	$ 2,778,204
Public Safety	-	17,827	419,557	295,758	414,455	500,334	715,131	1,894,515	1,039,947	1,101,415
Highways and Public Improvements	71,432	87,187	-	-	-	-	-	1,179,069	1,268,709	1,105,971
Parks and Recreation	-	45,575	55,750	874,933	103,641	128,501	150,558	888,193	886,054	652,831
Operating Grants and Contributions	249,690	436,226	322,409	400,110	387,031	713,486	1,719,874	1,118,658	172,388	123,870
Capital Grants and Contributions	7,028,447	21,313,394	26,048,845	13,586,365	6,883,169	5,754,442	5,740,308	2,664,043	672,095	2,502,760
Total Governmental Activities	**9,294,198**	**24,658,161**	**29,463,390**	**16,497,218**	**8,431,900**	**7,990,405**	**9,060,736**	**10,218,103**	**8,121,146**	**8,265,051**
Business-type Activities:										
Charges for Services										
Water Utility	1,925,323	4,036,103	1,192,492	1,366,764	1,430,353	1,944,116	2,222,973	6,393,708	6,154,942	5,976,789
Sewer Utility	1,027,164	1,534,738	863,291	890,102	1,290,128	1,671,891	1,970,431	2,488,427	2,674,392	2,720,120
Garbage Utility	284,038	363,106	480,279	585,684	668,184	679,208	745,432	596,706	639,307	893,984
Storm Drain Utility	-	-	-	-	-	145,373	148,947	808,855	895,505	579,827
Capital Grants and Contributions	5,597,732	10,632,313	16,209,498	8,318,095	2,877,659	5,724,324	2,223,380	1,238,142	-	3,070,714
Total Business-type Activities	**8,834,257**	**16,566,260**	**18,745,560**	**11,160,645**	**6,266,324**	**10,164,912**	**7,311,163**	**11,525,838**	**10,364,146**	**13,241,434**
Total Primary Government Revenues	**$ 18,128,455**	**$ 41,224,421**	**$ 48,208,950**	**$27,657,863**	**$14,698,224**	**$ 18,155,317**	**$ 16,371,899**	**$21,743,941**	**$ 18,485,292**	**$ 21,506,485**
Net (Expense)/Revenue:										
Governmental Activities	$ 5,270,501	$ 19,092,192	$ 20,497,291	$ 5,634,005	$ (3,140,228)	$ (1,740,521)	$ (2,032,611)	$ (2,693,659)	$ (6,756,101)	$ (4,370,224)
Business-type Activities	5,990,945	12,424,306	14,499,445	5,303,411	567,155	3,340,947	(122,297)	2,982,395	914,158	3,325,281
Total Primary Government Net Expense	**$ 11,261,446**	**$ 31,516,498**	**$ 34,996,736**	**$10,937,416**	**$ (2,573,073)**	**$ 1,600,426**	**$ (2,154,908)**	**$ 288,736**	**$ (5,841,943)**	**$ (1,044,943)**

Schedule 2 - Continued
CITY OF SARATOGA SPRINGS
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
EXPENSES										
General Revenues and Other Changes in Net Assets										
Governmental Activities:										
Taxes										
Property Taxes	$ 472,781	$ 589,660	$ 737,174	$ 785,703	$ 2,304,884	$ 2,442,112	$ 2,395,277	$ 2,758,185	$ 2,659,844	$ 2,686,612
Sales and Use Taxes	359,176	641,275	868,029	1,246,985	1,495,027	1,723,051	1,881,168	2,162,610	2,360,544	2,653,278
Franchise Fees	268,661	400,554	131,526	141,716	193,385	158,393	227,207	212,494	199,838	221,085
Energy Taxes	-	-	314,617	450,148	480,352	549,691	632,865	655,845	793,113	870,992
Interest Earnings	120,280	385,433	561,210	508,018	223,094	56,812	98,172	73,233	89,897	74,332
Gain on Sale of Capital Assets	-	-	-	-	-	-	34,787	-	51,352	-
Other	-	-	-	579,705	300,000	(14,318,928)	(380,000)	309,789	-	-
Total Governmental Activities	**1,220,898**	**2,016,922**	**2,612,556**	**3,712,275**	**4,996,742**	**(9,388,869)**	**4,889,476**	**6,172,156**	**6,154,588**	**6,506,299**
Business-Type Activities:										
Interest Earnings	26,796	94,246	234,830	215,517	67,430	17,749	49,480	57,343	45,004	56,267
Other	-	-	-	(579,705)	(300,000)	14,318,928	380,000	6,569	-	-
Total Business-Type Activities	**26,796**	**94,246**	**234,830**	**(364,188)**	**(232,570)**	**14,336,677**	**429,480**	**63,912**	**45,004**	**56,267**
Total Primary Government General Revenue	**$ 1,247,694**	**$ 2,111,168**	**$ 2,847,386**	**$ 3,348,087**	**$ 4,764,172**	**$ 4,947,808**	**$ 5,318,956**	**$ 6,236,068**	**$ 6,199,592**	**$ 6,562,566**
Change in Net Assets:										
Governmental Activities	$ 6,491,399	$ 21,109,114	$ 23,109,847	$ 9,346,280	$ 1,856,514	$ (11,129,390)	$ 2,856,865	$ 4,559,799	$ (601,513)	$ 2,136,075
Business-Type Activities	6,017,741	12,518,552	14,734,275	4,939,223	334,585	17,677,624	307,183	3,039,738	959,162	3,381,548
Total Primary Government	**$ 12,509,140**	**$ 33,627,666**	**$ 37,844,122**	**$14,285,503**	**$ 2,191,099**	**$ 6,548,234**	**$ 3,164,048**	**$ 7,599,537**	**$ 357,649**	**$ 5,517,623**

Note: Table represents data available since implementation of GASB Statement 44.

Schedule 3
CITY OF SARATOGA SPRINGS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Fund:										
Unreserved, undesignated	$ 693,258	$ 637,022	$ 637,523	$ 200,514	$ 767,756	$ 1,601,996	$ -	$ -	$ -	$ -
Unassigned	-	-	-	-	-	-	1,782,816	2,478,911	2,508,347	2,068,425
All other governmental funds:										
Reserved:										
Roads and impact fees	4,548,176	5,842,246	-	-	-	-	-	-	-	-
Roads and capital improvements	-	-	7,777,648	810,413	170,162	6,048,717	-	-	-	-
Advance to sewer fund	404,085	300,927	-	-	-	-	-	-	-	-
Unreserved, undesignated:										
Special revenue funds	41,488	44,320	48,571	58,141	100,783	163,926	-	-	-	-
Capital Project Fund	216,396	2,142,776	913,673	9,764,797	9,302,490	(387,641)	-	-	-	-
Nonspendable - prepaid expenses:	-	-	-	-	-	-	22,459	7,628	6,277	737
Restricted:										
Capital project funds	-	-	-	-	-	-	7,373,476	7,271,642	-	-
General fund	-	-	-	-	-	-	-	610,913	600,591	95,687
Committed:										
Capital project funds	-	-	-	-	-	-	-	-	10,946,127	11,783,336
Assigned:										
Capital project funds	-	-	-	-	-	-	1,713,820	1,406,121	-	-
Street lighting	-	-	-	-	-	-	249,453	305,725	282,980	328,151
Total all other governmental funds	$ 5,210,145	$ 8,330,269	$ 8,739,892	$ 10,633,351	$ 9,573,435	$ 5,825,002	$ 9,359,208	$ 9,602,029	$ 11,835,975	$ 12,207,911

Note: Table represents data available since implementation of GASB Statement 44.

Schedule 4
CITY OF SARATOGA SPRINGS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Revenues:										
Taxes	$ 1,119,415	$ 1,643,200	$ 2,040,986	$ 2,553,945	$4,073,541	$ 4,804,683	$ 5,240,234	$ 5,789,134	$ 5,988,153	$ 6,320,529
Licenses and Permits	674,756	898,102	865,624	516,266	228,197	301,258	321,571	563,917	648,974	583,374
Intergovernmental	204,890	560,558	627,459	409,345	363,569	4,138,356	1,799,494	1,063,618	844,483	2,626,630
Fees/Charges for Services	1,378,521	1,950,083	5,928,566	3,559,163	2,267,583	2,501,208	2,506,678	5,589,526	6,545,780	4,975,201
Impact Fees	1,607,444	3,737,048	-	-	-	-	-	-	-	-
Developer Contributions	-	1,098,000	5,280	778,060	-	-	-	-	-	-
Interest Earnings	-	-	561,210	508,018	223,094	56,812	98,172	66,551	89,897	74,332
Other	127,864	456,166	5,115	40,719	29,966	203,803	2,041,161	534,896	81,909	79,846
Total Revenues	**$ 5,112,890**	**$ 10,343,157**	**$10,034,240**	**$ 8,365,516**	**$7,185,950**	**$ 12,006,120**	**$12,007,310**	**$13,607,642**	**$ 14,199,196**	**$ 14,659,912**
Expenditures:										
General Government	$ 2,131,993	$ 946,167	$ 1,718,133	$ 1,614,753	$1,137,079	$ 1,211,931	$ 1,256,561	$ 1,919,556	$ 2,294,465	$ 2,118,559
Public Safety	1,252,097	3,495,737	3,765,665	3,169,752	2,915,047	5,122,624	4,613,424	4,582,135	5,229,313	5,295,083
Highways and Public Improvements	903,782	1,476,327	3,269,729	2,280,268	2,743,826	6,304,986	2,464,024	3,545,121	2,521,683	1,589,359
Parks and Recreation	323,626	1,477,515	1,393,201	578,584	830,865	1,627,197	2,264,012	2,665,475	953,329	1,379,264
Capital Expenditures	-	-	-	-	-	-	-	-	533,463	4,135,524
Economic Development	-	-	880	920	-	-	-	-	-	-
Debt Service:										
Capital Lease Payments	-	-	236,627	404,811	351,807	324,228	1,405,289	365,282	163,113	129,099
Principal retirement	46,346	99,895	-	-	-	-	-	140,000	145,000	150,000
Interest and fiscal charges	39,891	72,905	-	-	-	-	114,617	151,000	146,800	142,332
Total Expenditures	**$ 4,697,735**	**$ 7,568,546**	**$10,384,235**	**$ 8,049,088**	**$7,978,624**	**$ 14,590,966**	**$12,117,927**	**$13,368,569**	**$ 11,987,166**	**$ 14,939,220**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 415,155**	**$ 2,774,611**	**$ (349,995)**	**$ 316,428**	**$ (792,674)**	**$ (2,584,846)**	**$ (110,617)**	**$ 239,073**	**$ 2,212,030**	**$ (279,308)**
Other Financing Sources (Uses):										
Proceeds From Obligations Under Capital Leases	$ 1,395,621	$ 289,277	$ 760,119	$ 534,135	$ -	$ 69,021	$ 21,400	$ 119,100	$ -	$ 211,322
Issuance of Sales Tax Revenue Bonds	-	-	-	-	-	-	4,000,000	-	-	-
Bond Premium	-	-	-	-	-	-	134,193	-	-	-
Proceeds From Sales of Capital Assets	-	-	-	26,182	-	-	50,050	200,743	51,352	-
Transfers In	428,681	796,842	503,677	1,493,351	300,000	-	750,130	2,538,216	2,428,616	2,231,485
Transfers Out	(428,681)	(796,842)	(503,677)	(913,646)	-	(398,368)	(1,130,130)	(2,538,216)	(2,428,616)	(2,231,485)
Total Other Financing Sources (Uses)	**$ 1,395,621**	**$ 289,277**	**$ 760,119**	**$ 1,140,022**	**$ 300,000**	**$ (329,347)**	**$ 3,825,643**	**$ 319,843**	**$ 51,352**	**$ 211,322**
Net Change in Fund Balances	**$ 1,810,776**	**$ 3,063,888**	**$ 410,124**	**$ 1,456,450**	**$ (492,674)**	**$ (2,914,193)**	**$ 3,715,026**	**$ 558,916**	**$ 2,263,382**	**$ (67,986)**
Debt service as a percentage of noncapital	1%	1%	2%	5%	4%	2%	13%	4%	7%	5%

Note: Table represents data available since implementation of GASB Statement 44.

Schedule 5
CITY OF SARATOGA SPRINGS
Governmental Activities Tax Revenues by Source
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

Fiscal Year	Property Tax	Sales and Use Tax	Franchise Fees	Energy Taxes	Total
2005	472,781	359,176	268,661	-	1,100,618
2006	589,660	641,275	400,554	-	1,631,489
2007	737,174	868,029	131,526	314,617	2,051,346
2008	785,703	1,246,985	141,716	450,148	2,624,552
2009	2,304,884	1,495,027	193,385	480,352	4,473,648
2010	2,442,112	1,723,051	158,393	549,691	4,873,247
2011	2,395,277	1,881,168	227,207	632,865	5,136,517
2012	2,758,185	2,162,610	212,494	655,845	5,789,134
2013	2,659,844	2,360,544	199,838	793,113	6,013,339
2014	**$ 2,686,612**	**$ 2,653,278**	**$ 221,085**	**$ 870,992**	**$ 6,431,967**
Change:					
2005-2014	468.3%	638.7%	-17.7%	176.8%	484.4%

Note: (1) Comparison in change from FY2005 and FY2014
Note: Table represents data available since implementation of GASB Statement 44.

Schedule 6
CITY OF SARATOGA SPRINGS
Assessed Value of Taxable Property Excluding Fee-In-Lieu
Last Ten Calendar Years
(Modified Accrual Basis of Accounting)

Calendar Year	Residential Property	Commercial Property	Miscellaneous Property	Total Assessed Value	Total Taxable Assessed Value	Total Direct Tax Rate
2004	207,581,071	21,253,190	33,532,919	262,367,180	251,203,286	0.001559
2005	317,685,146	37,482,579	24,410,377	379,578,102	368,386,322	0.001358
2006	403,813,760	36,579,918	24,902,808	465,296,486	446,676,129	0.001331
2007	703,649,723	45,666,410	46,532,533	795,848,666	770,569,048	0.000933
2008	932,667,853	62,553,999	49,865,634	1,045,087,486	1,017,244,323	0.002019
2009	761,281,348	108,869,886	54,449,296	924,600,530	895,096,173	0.002436
2010	677,853,887	112,726,260	56,471,741	847,051,888	818,019,054	0.002744
2011	613,123,034	104,439,630	39,673,599	757,236,263	744,534,001	0.003120
2012	554,081,621	88,261,615	134,695,645	777,038,881	763,106,508	0.003054
2013	**$ 625,910,515**	**$ 90,163,478**	**$ 115,855,901**	**$ 831,929,894**	**$ 818,244,896**	**0.002761**

Source: Utah State Tax Commission and Utah County Treasurer
http://propertytax.utah.gov/library/pdf/statistics/2013yevaluebyentity.pdf

Schedule 7
CITY OF SARATOGA SPRINGS
Assessed Value of Taxable Property Including Fee-In-Lieu
Last Ten Calendar Years
(Modified Accrual Basis of Accounting)

Calendar Year	Residential Property	Commercial Property	Miscellaneous Property	Fee-In-Lieu Value	Total Assessed Value
2004	207,581,071	21,253,190	33,532,919	1,633,642	264,000,822
2005	317,685,146	37,482,579	24,410,377	2,741,024	382,319,126
2006	403,813,760	36,579,918	24,902,808	752,668	466,049,154
2007	703,649,723	45,666,410	46,532,533	510,286	796,358,952
2008	932,667,853	62,553,999	49,865,634	347,430	1,045,434,916
2009	761,281,348	108,869,886	54,449,296	440,075	925,040,605
2010	677,853,887	112,726,260	56,471,741	503,524	847,555,412
2011	613,123,034	104,439,630	39,673,599	190,534	757,426,797
2012	554,081,621	88,261,615	134,695,645	208,986	777,247,867
2013	**$ 625,910,515**	**$ 90,163,478**	**$ 115,855,901**	**$ 15,136,367**	**$ 847,066,261**

Source: Utah State Tax Commission

Schedule 8
CITY OF SARATOGA SPRINGS
Taxable Sales by Category
Last Five Calendar Years

	Calendar Year				
	2009	**2010**	**2011**	**2012**	**2013**
Apparel stores	$ 3,000	$ 300,000	$ 1,250,000	$ 1,500,000	$ 1,528,617
Building materials and farm tools	35,000	15,000	10,000	7,000	-
Eating establishments	2,750,000	3,973,501	4,000,000	5,013,366	16,782,513
Food stores	15,000	20,000	15,000	15,000	27,667,639
Manufacturing	2,540,000	4,686,158	1,000,000	350,000	3,329,945
Miscellaneous retail stores	4,140,183	1,244,042	4,891,000	6,330,000	75,484,409
Services	652,000	15,000	535,346	2,442,489	21,590,415
Wholesale	10,000	3,025,272	9,000	2,000	2,179,487
All other outlets	(2,729)	(18,378)	818,792	1,189,939	125,664,684
Total	$ 10,142,454	$ 13,260,595	$ 12,529,138	$ 16,849,794	$ 274,227,709
City direct sales tax rate	2.20%	2.20%	2.20%	2.20%	2.20%

Source: Utah State Tax Commission website: Wasatch Front Zip Code Taxable Sales by Major Industry.

Note: Table represents data available since implementation of GASB Statement 44.

http://www.tax.utah.gov/billing/recordkeeping?id=303

Schedule 9
CITY OF SARATOGA SPRINGS
Direct and Overlapping Property Tax Rates
Last Nine Calendar Years
(Rate per $1,000 of Assessed Value)

		Overlapping Rates					
Calendar Year	**City Direct Rate**	**Utah County Levy**	**Local Assessment Levy**	**State Assessment/ Collecting**	**Cent Utah Levy**	**Alpine School District**	**Total Levy for Saratoga Springs Residents**
2005	0.001358	0.001040	0.000178	0.000173	0.000400	0.008082	0.011231
2006	0.001331	0.001079	0.000044	0.000139	0.000357	0.006883	0.009833
2007	0.000933	0.000843	0.000036	0.000121	0.000302	0.006937	0.009172
2008	0.002019	0.000809	0.000175	0.000121	0.000286	0.007057	0.010467
2009	0.002436	0.000878	0.000183	0.000142	0.000400	0.007541	0.011580
2010	0.002744	0.001108	0.000024	0.000162	0.000421	0.008220	0.012679
2011	0.003120	0.001143	0.000027	0.000172	0.000436	0.008812	0.013710
2012	0.003054	0.001127	0.000029	0.000168	0.000455	0.008828	0.013661
2013	**0.002761**	**0.001006**	**0.000095**	**0.000158**	**0.000474**	**0.008699**	**0.013193**

Source: Utah County Assessors Office.
Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time.

http://www.utahcounty.gov/dept/treas/tax rates.asp

Schedule 10
CITY OF SARATOGA SPRINGS
Direct and Overlapping Sales Tax Rate
Last Ten Fiscal Years

Fiscal Year	City Direct Rate	Utah County	State of Utah	Total
2005	1.00	0.25	4.75	6.00
2006	1.00	0.25	4.75	6.00
2007	1.00	0.25	4.75	6.00
2008	1.25	0.25	4.75	6.25
2009	1.25	0.25	4.70	6.20
2010	1.80	0.25	4.70	6.75
2011	1.80	0.25	4.70	6.75
2012	1.80	0.25	4.70	6.75
2013	1.80	0.25	4.70	6.75
2014	**1.80**	**0.25**	**4.70**	**6.75**

Source: Utah State Tax Commission
Note: Table represents data available since implementation of GASB Statement 44.

Schedule 11
CITY OF SARATOGA SPRINGS
Principal Property Taxpayers
Current and previous year

	2013			2012		
Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**
Wal-Mart	$ 14,679,600	1	1.73%	$ 14,679,600	1	1.89%
Scott McLachlan	11,006,329	2	1.30%	10,491,500	2	1.35%
Questar Gas	8,406,992	3	0.99%	6,007,164	3	0.77%
Pacificorp	5,741,240	4	0.68%	5,134,964	4	0.66%
Stations West	4,393,800	5	0.52%	4,590,900	5	0.59%
Saratoga Self-Storage	3,393,750	6	0.40%	2,700,000	7	0.41%
Towne Storage	3,069,060	7	0.36%	3,175,800	6	0.35%
Cougars Rock Investments	2,660,700	8	0.31%	2,660,700	8	0.34%
Aldara Apartment Associates	2,156,000	9	0.25%	2,156,000	9	0.28%
S3 Properties (Walgreens)	2,040,600	10	0.24%	2,040,600	10	0.26%
	$ 57,548,071			**$ 53,637,228**		

Source: Utah County Treasurer and City Finance Department
Note: No other information available at this time.

Schedule 12
CITY OF SARATOGA SPRINGS
City Tax Revenue Collected by Utah County
Last Nine Calendar Years

Tax Year End 12/31	Total Taxes Levied	Treasurer's Relief (1)	Net Taxes Assessed	Current Collections	Delinquent, Personal Property, and Misc. Collections (2)	Total Collections	% of Current Collections to Net Taxes Assessed
2005	503,991	24,242	479,749	423,621	146,626	570,247	88.30%
2006	606,342	32,254	574,088	531,510	191,661	723,171	92.58%
2007	719,417	10,406	709,011	579,792	159,660	739,452	81.77%
2008	2,054,518	38,475	2,016,043	1,468,836	270,146	1,738,982	72.86%
2009	2,181,526	7,717	2,173,809	1,763,228	543,549	2,306,777	81.11%
2010	2,246,026	14,729	2,231,297	1,934,821	520,414	2,455,235	86.71%
2011	2,322,946	19,180	2,303,766	2,079,374	575,767	2,655,141	90.26%
2012	2,330,527	15,364	2,315,163	2,134,668	678,428	2,813,096	92.20%
2013	**$ 2,300,968**	**$ 151,612**	**$ 2,149,356**	**$ 2,007,713**	**$ 226,980**	**$ 2,234,693**	**93.41%**

Source: Utah County Treasurer

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time.

(1) "Treasurer's Relief" includes abatements. These "Treasurer's Relief" items are levied against the property, but are never collected and paid to the City.

(2) "Delinquent, Personal Property, and Miscellaneous Collections" include interest, sales of real and personal property, and miscellaneous delinquent.

Schedule 13
CITY OF SARATOGA SPRINGS
Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities		Business-Type Activities							
Fiscal Year	**Sales Tax Revenue Bonds**	**Capital Leases**	**Water Interim Warrant Certificate**	**Water Revenue Bonds**	**Special Assessment Bonds**	**Culinary Water System Contract Payable**	**Capital Leases**	**Total Primary Government**	**Percentage of Personal Income (1)**	**Per Capita (1)**
2005	-	1,405,365 (3)	-	2,181,000 (2)	-	-	-	3,586,365	2.09%	451
2006	-	1,594,747	-	2,631,000 (4)	-	19,287,750 (5)	68,599	23,582,096	10.60%	2,472
2007	-	2,217,921 (6)	2,675,534 (7)	4,717,595 (8)	-	18,164,750	91,608	27,867,408	10.05%	2,479
2008	-	2,455,702	6,122,986	5,048,595	-	17,306,750	127,143	31,061,176	9.13%	2,382
2009	-	2,199,243	6,122,986	4,842,595	-	16,942,750	81,172	30,188,746	7.56%	2,041
2010	-	1,895,779	- (9)	5,458,595	4,669,539 (9)	16,460,750	100,914	28,585,577	6.81%	1,731
2011	4,000,000 (10)	549,948 (10)	-	5,193,000	4,601,000	15,971,500	68,123	30,383,571	6.80%	1,709
2012	3,860,000	382,431	-	4,918,000	3,114,374 (11)	15,003,460	37,974	27,316,239	5.76%	1,526
2013	3,835,270	294,004	-	4,634,000	2,896,000	13,946,960	17,264	25,623,498	4.39%	1,212
2014	**$ 3,565,000**	**$ 376,227** (12)	**$ -**	**$ 4,340,000**	**$ 2,110,000**	**$13,334,960**	**$ 6,325**	**$23,732,512**	**unavailable**	**unavailable**

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Schedule 17 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

(2) The City issued Water Revenue Bonds Series 2004 for $2,244,000 in fiscal year 2004.

(3) The City entered into a capital lease agreement for office building for $1,343,410 in fiscal year 2005.

(4) The City issued Water Revenue Bonds Series 2006 for $3,500,000 in fiscal year 2006, but had drawn only $600,000 by June 30,2006.

(5) The City entered into a contract to pay $21,000,000 for the purchase of an existing water system. There is no interest on the debt. Principal payments are made for each new culinary water connection sold by the City.

(6) The City entered into capital lease agreements for a dump truck, a street sweeper, an ambulance, and police vehicles for $625,000 in fiscal year 2007.

(7) The City issued an Interim Warrant Certificate for $6,000,000 in fiscal year 2007, but had drawn only $2,675,534 as of June 30,2007.

(8) The City drew the remaining $2,900,000 of the Water Revenue Bonds Series 2006.

(9) The City issued Special Assessment Bonds Series 2009 for $4,669,539 and retired the Interim Warrant Certificate in fiscal year 2010.

(10) The City issued Sales Tax Revenue Bonds Series 2011 for $4,000,000 and retired the lease on the office building in fiscal year 2011.

(11) The City issued Special Assessment Bonds Series 2012 for $3,114,374 and retired the Special Assessment Bonds Series 2009 in fiscal year 2012.

(12) The City entered into capital lease agreements for police vehicles for $211,322 in fiscal year 2014.

Schedule 14
CITY OF SARATOGA SPRINGS
Legal Debt Margin Information
Last Ten Fiscal Years

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Debt limit	$ 10,494,687	$ 15,183,124	$ 18,611,859	$ 31,833,947	$ 41,803,499	$ 36,984,021	$ 33,882,076	$ 30,289,451	$ 31,081,555	$ 33,277,196
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 10,494,687	$ 15,183,124	$ 18,611,859	$ 31,833,947	$ 41,803,499	$ 36,984,021	$ 33,882,076	$ 30,289,451	$ 31,081,555	$ 33,277,196
Total net debt applicable to the limit as a percentage of debt limit	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Legal Debt Margin Calculation for Fiscal Year 2013

Total assessed value	$ 831,929,894
Debt limit - 4% of total assessed value	33,277,196
Amount of debt applicable to debt limit	-
Legal debt margin	$ 33,277,196

Source: Utah County Treasurer
Notes: Under Utah State Law, the City of Saratoga Springs' outstanding debt should not exceed 4 percent of total assessed property value.
The general obligation debt subject to the limitation may be offset by resources set aside for the repayment of the principal that are externally restricted.

Schedule 15
CITY OF SARATOGA SPRINGS
Direct and Overlapping Governmental Activities Debt
As of June 30, 2014
(amounts expressed in thousands)

Government Unit	Debt Outstanding (1)	Estimated % Applicable (2)	Estimated Share of Direct and Overlapping Debt
Alpine School District	$ 412,085	5%	$ 22,596
CUWCD	257,522	3%	8,455
Subtotal, overlapping debt	669,607		31,050
Saratoga Springs City direct debt	24,260		24,260
Total direct and overlapping debt	$ 693,867		$ 55,310

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Saratoga Springs. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) Includes only long-term general obligation debt being repaid through general property taxes.

(2) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by dividing the City's taxable assessed value by each overlapping unit's total taxable assessed value.

Central Utah Water Conservancy District's (CUWCD) outstanding general obligation bonds are limited ad valorem tax bonds. By law CUWCD may levy a tax rate of up to .000400 to pay for operation and maintenance expenses and any outstanding ad valorum tax bonds.

CUWCD is located in multiple counties. Overlapping debt is based solely on the portion of value within City boundaries.

The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of general obligation bonds.

Source:
Utah State Auditor
Utah State Tax Commission

Schedule 16
CITY OF SARATOGA SPRINGS
Pledged-Revenue Coverage
Last Ten Fiscal Years

	Water Revenue and Special Improvement District Bonds								Sales Tax Revenue Bonds			
			Less:		Net	Debt Service				Debt Service		
Fiscal Year	Water Charges and Other	Impact Fees (1)	Operating Expenses	Add: Depreciation	Available Revenue	Principal	Interest	Coverage	Sales Tax Revenues	Principal	Interest	Coverage
2005	874,131	1,060,870	1,612,545	562,154	884,610	N/A	N/A	N/A	359,176	N/A	N/A	N/A
2006	1,106,085	1,273,823	2,515,980	1,684,991	1,548,919	N/A	N/A	N/A	589,660	N/A	N/A	N/A
2007	1,369,176	5,612,811	2,539,485	1,575,343	6,017,845	69,000	160,246	26.3	868,029	N/A	N/A	N/A
2008	1,566,855	1,946,853	3,532,631	1,892,892	1,873,969	199,000	187,341	4.9	1,246,985	N/A	N/A	N/A
2009	1,491,377	688,466	3,150,276	2,120,859	1,150,426	206,000	180,512	3.0	1,495,027	N/A	N/A	N/A
2010	1,957,038	4,375,575	3,451,286	2,144,841	5,026,168	250,000	204,462	11.1	1,723,051	N/A	N/A	N/A
2011	2,246,895	794,380	3,781,645	2,138,400	1,398,030	333,539	441,463	1.8	1,881,168	N/A	N/A	N/A
2012	4,205,638	1,251,779	4,241,147	2,144,295	3,360,565	436,000	428,506	3.9	2,162,610	140,000	148,500	7.5
2013	4,303,822	1,869,510	4,841,196	2,242,027	3,574,163	502,374	174,434	5.3	2,360,544	145,000	146,800	8.1
2014	**$ 4,723,748**	**$ 1,284,698**	**$ 4,748,461**	**$ 2,287,721**	**$ 3,547,706**	**$ 1,080,000**	**$ 252,431**	**2.7**	**$ 2,653,278**	**$ 270,270**	**$ 139,950**	**6.5**

Source: City Finance Department

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Water charges and other includes investment earnings. Operating expenses do not include interest.

(1) A portion of the impact fees are paid to others as per contracts. The impact fees have been reduced by those payments.
Impact fees are specifically included as available for debt payment.

Schedule 17
CITY OF SARATOGA SPRINGS
Demographic and Economic Statistics
Last Ten Calendar Years

Fiscal Year	Population (3)	Personal Income (5)	Per Capita Personal Income (1)(4)	Median Age (1)(3)	Unemployment Rate (1)(2)
2004	7,946	171,808,412	21,622	24.1	4.8
2005	9,540	222,568,200	23,330	24.4	4.0
2006	11,241	277,225,542	24,662	24.8	2.9
2007	13,039	340,213,588	26,092	25.2	2.5
2008	14,788	399,497,820	27,015	25.6	3.4
2009	16,516	419,572,464	25,404	25.9	7.3
2010	17,781	447,032,121	25,141	26.1	7.9
2011	17,904	474,366,480	21,209	22.6	6.5
2012	21,137	583,888,488	27,624	22.6	5.5
2013	**unavailable**	**unavailable**	**unavailable**	**unavailable**	**3.6**

Sources:

(2) Utah Department of Workforce Services

(3) U.S. Census Bureau

(4) U.S Bureau of Economic Analysis

Notes:

(1) Applies to Utah County

(5) Calculated from Utah County Per Capital Income and City Population

http://quickfacts.census.gov/qfd/states/49/4967825.html

Schedule 18
CITY OF SARATOGA SPRINGS
PRINCIPAL EMPLOYERS
Current Year

Census: Employer	Type of Business	Yearly Minimum Employees	Yearly Maximum Employees	% of Total City Employment (1)
Wal-Mart Stores Inc	Retail/Grocery	350	500	34%
Alpine School District	Education	250	350	23%
Smith's Food & Drug #107	Grocery	100	120	8%
City of Saratoga Springs	Government	190	240	16%
Vivint/ARM Security	Home Security	40	60	4%
Lakeview Academy	Education	40	60	4%
Little Caesars	Restaurant	20	40	3%
JP Morgan Chase Bank	Financial Institution	20	40	3%
Del Taco #1088	Restaurant	20	40	3%
Walgreens	Retail	20	40	3%
		1,050	1,490	100%

Note:
(1) based on the maximum number of employees within the range.
Data range will increase to ten years over time

Schedule 19
CITY OF SARATOGA SPRINGS
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal Years

	Full-time Equivalent Employees as of December 31									
	2005	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**
Function:										
General Government										
Administration	5.3	5.5	6.4	10.8	6.8	7.1	7.7	7.3	7.5	8.5
Attorney	0.0	0.0	1.0	0.0	0.5	0.5	0.5	1.5	1.5	2.5
Planning	3.0	3.0	5.6	4.8	3.0	1.0	2.0	2.0	3.0	3.5
Courts	0.0	0.0	0.0	0.0	1.0	1.0	2.0	2.4	2.4	3.0
Public Safety										
Police (1)	0.0	0.5	4.6	22.9	22.3	25.3	33.9	36.0	36.0	34.5
Fire	5.3	7.0	16.6	16.8	19.1	18.3	21.0	22.5	22.5	16.0
Building inspection	4.4	6.5	7.0	7.0	5.0	4.0	4.0	3.0	4.0	5.0
Public Works										
Public Works	0.0	0.0	0.0	1.0	1.0	1.0	1.0	2.4	2.4	6.0
Engineering	2.0	3.0	5.0	8.1	4.5	7.4	7.0	6.7	7.7	6.5
Highways and streets	1.4	6.1	5.5	4.1	3.0	3.0	2.0	2.0	2.0	4.0
Water	2.3	1.3	2.8	6.6	5.7	4.7	5.7	5.0	5.0	5.5
Sewer	1.4	2.5	0.8	1.3	1.3	0.3	2.3	3.0	3.0	3.0
Parks and Recreation	0.0	0.8	1.8	3.8	3.7	3.7	5.5	7.8	8.8	2.5
Total	25.1	36.2	57.1	87.2	76.9	77.3	94.6	101.6	105.8	100.5

Source: City Finance Department

Notes: The City of Saratoga Springs is a growing, developing municipality.

(1) The City contracted to provide police services to the City of Bluffdale starting with the 2010-2011 fiscal year.

Schedule 20
CITY OF SARATOGA SPRINGS
OPERATION INDICATORS BY FUNCTION
Current Year

	2014
Fire Protection	
Number of full-time employees	9
Number of part-time employees	46
Fire calls for service	354
Medical calls for service	436
Police Protection	
Number of officers	33
Police calls for service	12,529
Municipal Water Services	
Number of connections	5,899
Gallons billed/day	1,060,990
Municipal Sewer Services	
Number of connections	5,899
Municipal Refuse Services	
Number of first cans	4,962
Number of second cans	1,367
Number of recycle cans	4,759
Business Licenses	
Number of licenses issued	416
Building and Construction	
Number of building permits issued	310
Number of residential units - single family	243
Number of residential units - mulit-family	67
Parks and Recreation	
Number of football participants	208
Number of basketball participants	924
Number of soccer participants	1,371
Number of tball participants	240

Source: City Departments

Notes: Years available will increase to ten years over time

Schedule 21
CITY OF SARATOGA SPRINGS
CAPTIAL ASSETS BY FUNCTION
Current Year

	2014
Streets	
Number of lane miles	80
Number of street lights	1,484
Fire Protection	
Number of stations	2
Number of fire hydrants	1,172
Number of fire pumping vehicles	2
Police Protection	
Number of Stations	2
Education	
Number of high schools	1
Number of junior high Schools	2
Number of elementary schools	6
Municipal Water Facilities	
Miles of water mains	197
Municipal Sewer Facilities	
Miles of sewer mains	91
Parks and Recreation	
Number of parks	21
Number of community centers	-
Park and open space acreage	211

Source: City Departments

Notes: Years available will increase to ten years over time

Schedule 22
CITY OF SARATOGA SPRINGS, UTAH
Five-Year Financial Summaries
Last Five Fiscal Years

	Fiscal Year Ended June 30				
	2010	**2011**	**2012**	**2013**	**2014**
ASSETS					
Cash and investments	$ 9,074,510	$ 14,789,577	$ 17,181,142	$ 23,064,986	$ 24,177,117
Receivables, (net of allowance for uncollectibles)	6,758,872	3,762,661	3,541,742	1,461,995	1,644,369
Prepaid and inventories	164,663	114,842	100,010	80,183	56,166
Deferred charges	244,439	344,260	259,288	-	-
Restricted cash and investments	317,528	2,594,003	2,585,041	675,132	646,003
Due from other funds	-	-	-	296,275	1,661,426
Due from other governmental units	-	-	-	1,899,270	2,010,708
Capital assets not being depreciated:					
Land	15,558,581	16,896,158	18,365,122	18,402,042	18,720,913
Water rights	13,984,449	14,659,649	14,792,562	14,998,026	15,231,188
Construction in progress	-	1,683,819	5,354,590	1,353,103	4,939,031
Capital assets net of accumulated depreciation:					
Buildings and system	11,974,082	11,347,134	10,846,740	5,159,014	4,872,532
Improvements other than buildings	84,426,718	82,018,917	80,452,456	-	-
Machinery and equipment	1,468,471	1,359,136	1,166,402	1,571,059	2,578,304
Infrastructure	53,990,809	53,383,566	51,178,970	135,761,060	135,270,979
Total assets	$ 197,963,122	$ 202,953,722	$ 205,824,065	$ 204,722,145	$ 211,808,736
LIABILITIES					
Accounts payable	$ 1,417,652	$ 1,450,047	$ 805,665	$ 1,566,133	$ 2,093,885
Accrued interest payable	236,523	150,469	107,250	243,617	97,370
Due to other funds	-	-	-	296,275	1,396,275
Deposits	341,363	224,573	527,446	486,007	2,264,122
Unearned revenue	1,852,685	1,847,769	-	-	-
Noncurrent liabilities:					
Due or payable within one year	1,980,251	2,088,429	2,360,927	1,786,123	1,897,221
Due or payable after one year	26,829,628	28,723,367	25,954,172	24,298,389	22,264,127
Total liabilities	32,658,102	34,484,654	29,755,460	28,676,544	30,013,000
NET ASSETS					
Invested in capital assets, net of related debt	153,179,061	153,035,206	156,423,314	151,648,119	158,256,666
Restricted for debt service	-	731,363	310,945	-	-
Restricted for capital improvements	7,575,107	9,636,042	12,659,025	-	-
Restricted for roads	-	-	-	600,591	95,687
Unrestricted	4,550,852	5,066,457	6,675,321	23,796,891	23,443,383
Total net assets	165,305,020	168,469,068	176,068,605	176,045,601	181,795,736
Total Liabilities and net assets	$ 197,963,122	$ 202,953,722	$ 205,824,065	$ 204,722,145	$ 211,808,736

Source: Information extracted from the City's general purpose financial statements for the included years.

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and City Council
City of Saratoga Springs, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City of Saratoga Springs' basic financial statements and have issued our report thereon dated October 22, 2014.

Internal Control over Financial Reporting
In planning and performing our audit, we considered the City of Saratoga Springs' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Saratoga Springs' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Saratoga Springs' internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses may exist that have not been identified. However, as described in the companying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questions costs to be material weaknesses. 2014-2.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompany schedule of findings and questioned costs to be significant deficiencies 2014-2.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City of Saratoga Springs' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Roy, Utah
October 22, 2014

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Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133

Honorable Mayor and City Council
City of Saratoga Springs, Utah

Report on Compliance for Each Major Federal Program

We have audited City of Saratoga Springs' (City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on the City's major federal programs for the year ended June 30, 2014. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirement referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments*, and *Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

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A *deficiency in internal control over compliance* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Roy, Utah
October 22, 2014

CITY OF SARATOGA SPRINGS
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

SUMMARY OF AUDITOR'S RESULTS

1) The auditor's report expresses an unqualified opinion on the financial statements of The City of Saratoga Springs.

2) One significant deficiency related to the audit of the financial statements is reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*. One material weakness is reported.

3) No instances of noncompliance which is material to the financial statements of the City of Saratoga Springs were disclosed during the audit.

4) No significant deficiencies in internal control over major federal award programs were disclosed during the audit. No material weaknesses are reported.

5) The auditor's report on compliance for major federal award programs for the City of Saratoga Springs. expresses an unmodified opinion on all major federal programs.

6) Audit findings that are required to be reported in accordance with Section 510(a) of Circular A-133 are reported in this Schedule.

7) The program tested as a major program was: National Resources Conservation Service, CFDA #10.923.

8) The threshold for distinguishing Type A and Type B programs was $300,000.

9) The City of Saratoga Springs was determined to be a high-risk auditee.

2014-1- Incompatible Functions

Condition: During our audit work, we noted that the City Treasurer, who maintains the utility customer database and has access to make changes to the utility accounts, is also performing cashier functions during the day to cover for lunch breaks and time off taken by the cashiers.

Criteria: Proper internal controls requires the separation of duties and functions between those who have custody of the assets, cashiers, and those who record transactions in the books and records, the accountants.

Cause and Effect: Due to the lack of separation of duties, the City Treasurer could take funds from the cashiering function and cover up the theft in the utility customer data base without being detected in a timely fashion.

Auditor's Recommendation: We recommend that the City Treasurer be either assigned to the cashiering function full time and give up the accounting function for the utility system or have her access to make credit adjustments to the utility billing system eliminated. Any credit adjustments to the utility billing system would need to be performed by the City finance director who has no access to the cashiering function. Either of these alternatives would restore the separation of duties and allow for the proper oversight of the cashiering function by the accounting department.

Response:

2014-2 – Building Escrow Funds

Condition: During our audit work over liabilities we noted that the City requires developers to provide a bond or make a deposit with the City to ensure development work is performed and completed to City specifications. When developer bond deposits are received; however, the invoice used to charge for these services does not contain an account coding for these collections and there is no single automated data base that captures these amounts in the accounting system. Instead cashiers use their best judgment on account coding and manual records are maintained but not compared to liability accounts on the financial statements. As a result, we noted certain material developer deposits that were recorded as revenue instead of being recorded in the liability accounts. These mispostings were not detected in a timely manner by the accounting department

Criteria: To ensure that developer deposits are recorded properly all City invoices should contain the appropriate account coding so the cashiers will apply the funds to the proper accounts. To ensure the accuracy of the liability balances a data base of these transactions should be maintained. Monthly the data base should be compared to the financial statements to ensure the accuracy of the financial statements and the data base.

Cause: The City invoices currently do not contain an account coding for all services and the City does not have in a place an automated system to capture this information to ensure that all developer bond receipts are recorded as an appropriate liability.

Effect: Developer bond deposits were improperly recorded as revenues instead of liabilities. This error caused revenues to be overstated and liabilities to be understated.

Auditor's Recommendation: We would recommend that all City invoice contain an account coding and that an automated system be used to track all developer bond proceeds and their balances. This list should be reconciled to the financial statement on a regular basis.

Response:

2013-1 – Material Adjustments

Condition: During the audit process it was noted that numerous account balances did not agree with the supporting documentation or were not adjusted during the year to account for transactional activity in the accounts. These differences resulted in material adjusting entries being made to the financial statements.

Criteria: The financial statements should be supported by and reconciled to supporting documentation for each of the balance sheet accounts. Prior year accruals for receivables and payable should be adjusted as items are received or paid to ensure the proper amount of revenues and expenses are recorded in the current financial statements.

Recommendation: We would recommend that all balance sheet accounts be reviewed monthly and reconciled to supporting documentation. The following are specific areas where attention should be given.

Current Status: Resolved.

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Independent Auditor's Report of Compliance with applicable Requirements and on Internal Control over Compliance in Accordance with the *State Compliance Audit Guide*

Honorable Mayor and City Council
City of Saratoga Springs

REPORT ON COMPLIANCE

We have audited the City of Saratoga Springs' (City) compliance with the applicable general state and major state program compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, that could have a direct and material effect on the City or each of its major state programs for the year ended June 30, 2014.

General state compliance requirements were tested for the year ended June 30, 2014 in the following areas:

Budgetary Compliance
Fund Balance
Open and Public Meetings Act
Budgetary Notices and Format
Utah Retirement Systems
Transfers from Utility Enterprise Funds
Justice Courts

The City received state funding from the following programs classified as major programs for the year ended June 30, 2014:

B&C Road Funds (Department of Transportation)

Management's Responsibility

Management is responsible for compliance with the general state requirements referred to above and the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the City's or its major programs occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with general state compliance requirements and for each major state program. However, our audit does not provide a legal determination of City's compliance.

Opinion on General State Compliance Requirements and Each Major State Program

In our opinion, Roy City complied, in all material respects, with the general compliance requirements referred to above that could have a direct and material effect on the City or on each of its major state programs for the year ended June 30, 2014.

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Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide* and which are described in the accompanying schedule of findings and recommendations as items 2014-3 and 2014-4.

The City's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and recommendations. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report On Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the compliance requirements that could have a direct and material effect on the City or on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with general state compliance requirements and for each major state program and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a general state or major state program compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance with a general state or major state program compliance requirement will not be prevented, or detected and corrected, on a timely basis. A s*ignificant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a general state or major state program compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and recommendations as item 2014-4 that we consider to be significant deficiencies.

The City's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and recommendations as item 2014-4. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Purpose of Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

Roy, Utah
October 22, 2014

2014-3 JUSTICE COURTS

Finding: Court proceedings authorized by the court judge do not have the judge's approval signature on case file documents regarding official court decisions. All court proceedings are verbally recorded and clerks must go back through the recordings to determine authorization of proceedings.

Recommendation: Signature approval from the presiding judge should be present in all case files for approved actions. This provides staff and external monitoring agencies approval documentation for all actions taken.

Questioned Costs: $ -0-

Response:

2014-4 Court Clerk Segregation of Duties

Finding: Court compliance test work found that due to limited staffing, court clerk employees are responsible for payment receipting, posting to cases for credits and dismissals, voiding case transactions, and reconciling without supervisory review. This provides the opportunity to commit errors or theft that may not be detected or corrected in a timely manner.

Recommendation: As much as possible the City should separate the cash receipting function from the record keeping function. If this is not possible, a supervisory review of all adjustments to court cases for dismissals, accounts receivable adjustments, credits, and voids

Questioned Costs: $ -0-

Response:

Kimber Gabryszak, AICP
Planning Director

City Council Memorandum

Author: Kimber Gabryszak, AICP
Memo Date: Monday, November 10, 2014
Meeting Date: Tuesday, November 18, 2014
Re: Planning Fee Schedule

Background
On October 21, 2014, the City Council adopted Code amendments that added or modified various review processes to the Code. The current fee schedule, adopted in 2013, must be updated in order for the appropriate fees to be charged for these new processes. The new and modified processes include:

- Change of Use Permit – new process to track uses and ensure that more intense uses comply with any additional parking, signage, lighting, and other requirements of the Code.
- Conditional Use Permit – broken into two categories (new use, and amendment or existing site)
- MDA amendment – new, two categories (minor and major)
- Site Plan amendment – new, three categories (residential and nonresidential major, and minor)
- Public Noticing – now done in-house with costs billed to applicants

Recommended Fees (Exhibit A)
The following fees are recommended for the newly adopted or amended process types, along with several minor changes and clarifications:

- Change of Use Permit $50
- Conditional Use Permit
  - Add fee for Amendment or Existing Site category $250
- MDA
  - Modify to say Master Development "Agreement" instead of "Plan"
  - Clarify that fee only required when a standalone application
  - Add: Amendment to an Approved Master Development Agreement, minor $500
- Site Plan Amendments
  - Add: Site Plan Amendment, Non-Residential, Major $500.00 plus $50 per unit
  - Add: Site Plan Amendment, Residential, Major $500 plus $50 per 1000 sq.ft.
    - Also clarify per 1000 sq.ft. or acre for commercial, not unit
  - Add: Site Plan Amendment, Minor $250
- Concept Plan
  - Reformat and clarify two types: residential and all other; no change to fees other than clarifying that the fee is per 1000 sq.ft. or acre rather than unit for commercial development

- Public Noticing
    - Relocate the Newspaper Notice
    - Add: Mailed notice (postcards) $1.00 per postcard
- Planned Community Zone – these fees previously approved, but need to be added to document
    - District Area Plan, New $500 + $100 per acre
    - District Area Plan, Amendment $500 + $25 per acre
    - Community Plan, New $500 + $80 per acre
    - Community Plan, Amendment $500 + $25 per acre
    - Village Plan, New $500 + $65 per acre
    - Village Plan, Amendment $500 + $20 per acre
- General: remove separate fees for Sensitive Lands, as no development occurs on these lands

Analysis
Using the same methodology upon which the previous fees were based, Staff estimated the amount of time that would be spent on each of the new and modified processes by comparing to similar processes, and calculated the related costs.

The proposed fees for the newspaper noticing will just about cover the cost to bring this process in house. The other proposed fees will not cover the entire cost to the City for reviewing and processing each type of application; however, the new fees were based on the current fees for related existing application processes, and were set to cover a similar percentage of the costs as these related fees.

Staff is currently working on a plan to hire an outside consultant to conduct a more thorough analysis of the existing fees, and provide the City with a comprehensive update to the fees. At that time, the Council may choose to increase or decrease the amount of cost recouped by fees, and either raise or lower the fees. In the meantime, the City must adopt fees for the items in this report in order for the new and amended processes to be implemented.

Recommendation
Staff recommends that the Council review the proposed fees, and after review, Staff also recommends that the Council adopt a resolution adopting the amended fee schedule.

Attachments
A. Amended Planning Fee Schedule, clean (pages 3-4)
B. Resolution and Amended Planning Fee Schedule, working (pages 5-7)
C. Cost Analysis for Changed Fees (pages 8-9)

5. Community Development:

A. Master Development Agreement:
1. Master Development Agreement Application, standalone $12,000.00
(standalone: not accompanying another master plan, e.g. a District Area Plan or Community Plan)
2. Amendment to an Approved Master Development Agreement, major $2,500.00
3. Amendment to an Approved Master Development Agreement, minor $500.00

B. Rezone Request: $500.00 for 1st acre, plus $50.00 per acre or portion thereof

C. General Plan Amendment $1000.00

D. Code Amendment: $500.00

E. Concept Plan:
1. Residential $500.00, plus $50.00 per lot
2. Concept Plan Review – All Other $500.00, plus $50.00 per 1000 s.f. of building area, or per acre for outdoor uses

F. Conditional Use:
1. Conditional Use-Home Occupation (staff review only) $250.00
2. Conditional Use-Home Occupation (Planning Commission review required) $350.00
3. Conditional Use – amendment or existing site $250.00
4. Conditional Use – all other $500.00

G. Change of Use Permit: $50.00

H. Subdivisions:
1. Preliminary Plat - Residential $500.00, plus $100.00 per lot
2. Preliminary Plat – Commercial $1000.00, plus $100.00 per lot
3. Minor Subdivision $750.00, plus $100.00 per lot
4. Plat Amendment $500.00, plus $50.00 per lot
5. Final Plat $400.00 plus $75.00 per lot up to two reviews; $200.00, plus $40.00 per lot for subsequent reviews
6. Lot Line Adjustment $300.00
7. Street/Open Space Dedication Plat $500.00
8. Plat Vacation/Closure $500.00
9. Zoning Compliance Letter $50.00
10. Recording Fee Current fee charged by Utah County Recorder

H. Inspection Fees: (Based on Engineer's Calculation of the total bond amount (115%) prior to any bond releases or reductions that may be authorized before the posting of the final bond amount)

1. $1.00 to $50,000 5%
2. $50,001 to $250,000 $2500.00, plus 2 ½% of remaining balance greater than $50,000, but not more than $250,000.

3. $250,001 to $500,000	$7500.00, plus 2% of remaining balance greater than $250,000, but not more than $500,000.
4. Over $500,001	$11,250.00, plus 1% of remaining balance greater than $500,000

I. Public Noticing

1. Newspaper Public Notice Fee	$75.00 per advertisement+
2. Mailed notice (postcards)	$1.00 per postcard

J. Site Plan Review Fees:

1. Residential Site Plan Review Fee	$60.00 per dwelling unit or $5,000.00, whichever is less
2. Non-Residential Site Plan Review Fee	$5,000.00
3. Site Plan Amendment, Non-Residential, Major	$500.00 plus $50 per unit
4. Site Plan Amendment, Residential, Major	$500 plus $50 per 1000 sq.ft. of building area, or per acre for outdoor uses
5. Site Plan Amendment, Minor	$250.00

K. Annexation

1. Application Fee	$500.00 + $50.00 per acre

L. Planned Community Zone (aka Smart Code)

1. District Area Plan, New	$500 + $100 per acre
2. District Area Plan, Amendment	$500 + $25 per acre
3. Community Plan, New	$500 + $80 per acre
4. Community Plan, Amendment	$500 + $25 per acre
5. Village Plan, New	$500 + $65 per acre
6. Village Plan, Amendment	$500 + $20 per acre

M. Signs:

1. Permit Fee (Staff Review Only)	$100.00
2. Permit Fee (Planning Commission Review Required)	$250.00
3. Temporary and Special Event Sign Deposit Fee*	$50.00
4. Development Information Sign	$300.00
5. Development Information Sign Panel	$50.00
6. Development Information Sign Renewal	$50.00
7. Permanent Sign Permit	$150.00 (Staff review), $300.00 (Planning Commission Review)
8. Model Home/Sales Office Sign	$150.00
9. Impound Release Fee	$150.00 per sign

* See sign ordinance for definition and regulations

N. Streets- Street dedication or vacation	$2000.00
O. City Council/Planning Commission Appeal	$300.00

P. Board of Adjustment:

1. Variance	$500.00
2. Appeal of Interpretations by Zoning Administrator	$500.00

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE FOR THE CITY OF SARATOGA SPRINGS.

WHEREAS, the governing body of the City of Saratoga Springs is empowered pursuant to Utah law to adopt a resolution establishing fees and has previously established an equitable system of fees to cover certain costs of providing some municipal services; and

WHEREAS, the City Council recently adopted new development processes for which fees must be created; and

WHEREAS, the City Council has compared the new processes to existing processes to identify appropriate fees; and

NOW, THEREFORE be it resolved by the City Council of the City of Saratoga Springs that the following fees and charges set forth in this resolution are hereby amended, enacted, and adopted:

5. Community Development:

B. Master Development Agreement:

1. Master Development ~~Plan~~ Agreement Application, standalone $12,000.00
(standalone: not accompanying another master plan, e.g. a District Area Plan or Community Plan)

~~6.~~

2. Amendment to an Approved Master Development ~~Plan~~Agreement, major $2,500.00

~~4.~~3. Amendment to an Approved Master Development Agreement, minor $500.00

I. ~~Rezoning~~ Rezone Request: ~~All other rezoning requests~~ ~~$500.00 for 1st acre, plus $50.00~~ per acre or portion thereof

~~J.~~

~~A.~~ General Plan Amendment $1000.00

~~K. If required with a Master Development Plan Submittal $200.00 for 1st acre, plus $50.00 per acre or portion thereof~~

~~L.~~J.

~~B.~~K. Code Amendment: $500.00

L. Concept Plan:

1. Residential $500.00, plus $50.00 per lot
2. Concept Plan Review – All Other $500.00, plus $50.00 per 1000 s.f. of building area, or per acre for outdoor uses

~~C.~~M. Conditional Use:

1. Conditional Use-Home Occupation (staff review only) $250.00
2. Conditional Use-Home Occupation (Planning Commission ~~and City Council~~ review required) $350.00
3. Conditional Use – amendment or existing site $250.00

~~3.~~4. Conditional Use ~~— All~~ all other $500.00

N. Change of Use Permit: $50.00

~~D.~~O. Subdivisions:

~~11. Subdivision Concept Plan Review $500.00, plus $50.00 per lot~~
~~All other Concept Plan Review $500.00 or $15.00 per unit, whichever is greater~~
~~Neighborhood Development Plan Review-Single Family $150.00 plus $25.00 per lot~~
~~Neighborhood Development Plan Review-Multi Family $500.00 or $15.00 per unit, whichever is greater~~

1. Preliminary Plat - Residential $500.00, plus $100.00 per lot

Preliminary Plat – Commercial ~~up (Residential)~~

~~1.~~2. $1000.00, plus $100.00 per lot ~~for $500.00 plus $150.00 per lot (Sensitive lands)~~
~~2.~~3. Minor Subdivision $750.00, plus $100.00 per lot
~~3.~~4. Plat Amendment $500.00, plus $50.00 per lot
~~4.~~5. Final Plat $400.00 plus $75.00 per lot up to two reviews;
~~1.~~ $200.00, plus $40.00 per lot for subsequent reviews
~~5.~~6. Lot Line Adjustment $300.00
~~6.~~7. Street/Open Space Dedication Plat $500.00
~~7.~~8. Plat Vacation/Closure $500.00
~~8.~~9. Zoning Compliance Letter $50.00

~~9. Newspaper Public Notice Fee $75.00 per advertisement ;~~

10. Recording Fee Current fee charged by Utah
~~2.~~ County Recorder

~~H.~~

Inspection Fees: (Based on Engineer's Calculation of the total bond amount (115%) prior to any
~~1.~~ bond releases or reductions that may be authorized before the posting of the final bond amount)

1. $1.00 to $50,000 5%
~~2.~~ $50,001 to $250,000 $2500.00, plus 2 ½% of
2. remaining balance greater than $50,000, but not more than
~~i.~~ $250,000.
~~3.~~ $250,001 to $500,000 $7500.00, plus 2% of
3. remaining balance greater
~~i.~~ than $250,000, but not more than $500,000.
~~4.~~ Over $500,001 $11,250.00, plus 1% of
4. remaining balance

~~i.~~ greater than $500,000

Q. Public Noticing

1. Newspaper Public Notice Fee $75.00 per advertisement+
2. Mailed notice (postcards) $1.00 per postcard

~~Q.~~R. Site Plan Review Fees:

1. Residential Site Plan Review Fee $60.00 per dwelling unit or $5,000.00, whichever is less
2. Non-Residential Site Plan Review Fee $5,000.00
3. Site Plan Amendment, Non-Residential, Major $500.00 plus $50 per unit
4. Site Plan Amendment, Residential, Major $500 plus $50 per 1000 sq.ft. of building area, or per acre for outdoor uses

~~1.~~ 5. Site Plan Amendment, Minor $250.00

S. Annexation

1. Application Fee $500.00 + $50.00 per acre

T. Planned Community Zone (aka Smart Code)

1. District Area Plan, New $500 + $100 per acre
2. District Area Plan, Amendment $500 + $25 per acre
3. Community Plan, New $500 + $80 per acre
4. Community Plan, Amendment $500 + $25 per acre
5. Village Plan, New $500 + $65 per acre
6. Village Plan, Amendment $500 + $20 per acre

~~2. $500.00 + $50.00 per acre~~

~~R.~~U. Signs:

1. Permit Fee (Staff Review Only) $100.00
2. Permit Fee (Planning Commission Review Required) $250.00
3. Temporary and Special Event Sign Deposit Fee* $50.00
4. Development Information Sign $300.00
5. Development Information Sign Panel $50.00
6. Development Information Sign Renewal $50.00
7. Permanent Sign Permit $150.00 (Staff review), $300.00 (Planning Commission Review)
8. Model Home/Sales Office Sign $150.00
9. Impound Release Fee $150.00 per sign

* See sign ordinance for definition and regulations

~~S.~~V. Streets- Street dedication or vacation $2000.00

~~T.~~W. City Council/Planning Commission Appeal $300.00

~~U.~~X. Board of Adjustment:

1. Variance $500.00
2. Appeal of Interpretations by Zoning Administrator $500.00

Change of Use Permit (new permit process)			
Proposed Fee: $50	Covers 7.5% of costs		
	Hours	**Cost/hr**	**Total**
Planning	9	$69.00	$621.00
Legal	0	$67.00	$0.00
Building	1	$52.78	$52.78
Engineering	0	$87.91	$0.00
Fire	0	$53.70	$0.00
Police	0	$70.91	$0.00
Total Hours/Cost	**10**		**$673.78**

Conditional Use - New or Expanded Site			
Current Fee: $500+($75/ad)	Hours	Cost/hr	Total
Planning	26.5	$69.00	$1,828.50
Legal	1	$67.00	$67.00
Building	2.5	$52.78	$131.95
Engineering	1.75	$87.91	$153.84
Fire	0.75	$53.70	$40.28
Police	0.75	$70.91	$53.18
Total Hours/Cost	**33.25**		**$2,274.75**

Conditional Use - Amendment or Existing Site			
Proposed Fee: $250	Hours	Cost/hr	Total
Planning	9	$69.00	$621.00
Legal	1	$67.00	$67.00
Building	2.5	$52.78	$131.95
Engineering	1.75	$87.91	$153.84
Fire	0.75	$53.70	$40.28
Police	0.75	$70.91	$53.18
Total Hours/Cost	**15.75**		**$1,067.25**

Amendment to Master Development Agreement, Minor			
Proposed Fee:$500	Hours	Cost/hr	Total
Planning	2	$69.00	$138.00
Legal	2	$67.00	$134.00
Building	1	$52.78	$52.78
Engineering	1	$87.91	$87.91
Fire	1	$53.70	$53.70
Police	1	$70.91	$70.91
Administration	6.25	$77.25	$482.81
Total Hours/Cost	**14.25**		**$1,020.11**

Amendment to Site Plan, Major			
Current Fee:$500+($50/lot or 1000 sq.ft)+($75/ad)	Hours	Cost/hr	Total
Planning	10	$69.00	$690.00
Legal	3	$67.00	$201.00
Building	1	$52.78	$52.78
Engineering	5	$87.91	$439.55
Fire	0.75	$53.70	$40.28
Police	0.75	$70.91	$53.18
Administration	2	$77.25	$154.50
Total Hours/Cost	22.5		$1,631.29

Amendment to Site Plan, Minor			
Proposed Fee:$250	Hours	Cost/hr	Total
Planning	5	$69.00	$345.00
Legal	1	$67.00	$67.00
Building	1	$52.78	$52.78
Engineering	2	$87.91	$175.82
Fire	0.75	$53.70	$40.28
Police	0.75	$70.91	$53.18
Administration	2	$77.25	$154.50
Total Hours/Cost	**12.5**		**$888.56**

Concept Review			
Current Fee: $500+($50/lot or 1000 sq.ft.)	Hours	Cost/hr	Total
Planning	5	$69.00	$345.00
Legal	1	$67.00	$67.00
Building	2.5	$52.78	$131.95
Engineering	2.25	$87.91	$197.80
Fire	1	$53.70	$53.70
Police	1	$70.91	$70.91
Total Hours/Cost	**12.75**		**$866.36**

Noticing – Mailing / Postcards				
Item	**Number / Hours**	**Cost**	**100/hr**	**Cost each:**
Postcards	200	$20.00	$10.00	$0.10
Labels	3000	$25.00	$0.83	$0.01
Write notice	0.5	$50.00	$25.00	$0.25
Assemble addresses	1	$50.00	$50.00	$0.50
Mail	0.25	$50.00	$12.50	$0.13
Issue invoice	0.25	$50.00	$12.50	$0.13
				$1.11

City Council
Staff Report

Author: Spencer Kyle, Assistant City Manager
Subject: Revisions to the Personnel Policy and Procedures Manual
Date: November 18, 2014
Type of Item: Resolution

Summary Recommendations: Staff Recommends approval of the attached resolution adopting the Personnel Policies and Procedures Manual.

Description:

A. Topic: Staff has worked hard in conjunction the employee benefits committee and department heads to make amendments to the City's Personnel Policies and Procedures Manual.

B. Background: In May 2013 the City Council adopted a new, or major overhaul, to the City's existing Personnel Policies and Procedures Manual. The updated manual has served the City's needs well; however, there have been occasions where the current manual was insufficient or unclear on certain polices. Staff has been keeping a list of amendments to come before the City Council. The attached manual incorporates all of the changes staff has identified since the current manual was adopted.

C. Analysis:

You will find a complete copy of the Personnel Policies and Procedures Manual attached to this staff report. All of the changes are highlighted for your convenience. **The page numbers in the table of contents will be updated after all changes have been approved.**

The major changes to the policies area as follows:

1. We've changed the appearance section to dress and appearance and we've incorporated policies that were already in existence but not included in the previous manual. (p 36-41)
2. We've added e-cigarettes to our smoking policy. (p 41)
3. We've changed references to time cards to time keeping. This will better reflect the new time clock system rather than time sheets or cards. (various pages)
4. We've added a section on sexual misconduct. This section was in the 2004 edition of the manual but not the 2013 version. We felt it important to add back to the manual. (p 47)
5. We've clarified that an employee who does not have an appeals right does not have a right to a pre-disciplinary hearing. (p 52)

6. We've clarified that if an employee resigns their position the City has the discretion as to whether or not we'll allow them to rescind their resignation. (p 58)
7. We've made changes to the work week section. It is now renamed work period since public safety's work periods are longer than a week. We've also changed the Police Officer's work period from a 28 day work period to a 14 day work period. This will make payroll less complicated without having a fiscal impact on the City. Firefighters will remain on a 28 day work period. (p 72-73)
8. We've moved compensatory time off from the employment classification/compensation section to the leave time section. (p 74 & 99)
9. We've clarified which part-time firefighter shifts are paid time and a half for holidays. This is an existing policy but was not included in the last update. (p 75)
10. We've added a section clarifying how employees are compensation when they're hired in their official capacity by other organizations. Examples of this are when Police Officers are contracted to provide security at football games or when Wal-Mart hires them for added security on Black Friday. (p 76)
11. We've removed the previous language in the salary planning section and replaced it with the language the Council has previously adopted in the budget document. This is to ensure continuity between documents. (p 77-79)
12. We've added a taxable fringe benefits policy to be in compliance with IRS regulations. (p 83-84)
13. We've added a section on the employer pick up of retirement contributions. This is an IRS requirement for our budget document and we felt it would be a good practice to include it in this manual. (p 89)
14. We've amended the leave section to state that employees may not use PTO after they've given their notice of resignation unless it's approved by the City Manager. (p 94)
15. We've clarified that employee who uses PTO for an FMLA eligible purpose or who uses short-term medical leave shall use FMLA leave concurrently. What this means is that if an employee is out for an extended period of time for an FMLA eligible purpose and they've exhausted any PTO or short-term medical leave they cannot then request to take FMLA leave in addition. The use of PTO and short-term medical leave will be used to compensate an employee while on FMLA leave but they are not in addition to it. (p 95 and 97)
16. We've clarified that when an employee terminates employment they will be paid out their comp time balance. This is required under FLSA. We've also clarified that if an employee is approved to take leave after giving their resignation, the City may require them to use their comp time rather than PTO. (p 99-100)

D. Department Review: Employee Benefits Committee, Department Heads, Human Resources, City Attorney, and City Manager.

Alternatives:

A. Approve the Resolution with or without changes

B. Deny the Resolution

C. Continue the Item

D. Do Nothing

Significant Impacts: Most of the changes identified have come from real situations the City has experienced or recommendations staff has received from training.

Consequences of Not Taking the Recommended Action: The City could be at risk for higher liability if personnel issues arise and are not addressed in the Personnel Policies and Procedures Manual.

Recommendation: Staff recommends approval of the resolution adopting the Personnel Policies and Procedures Manual.

PERSONNEL POLICIES

AND PROCEDURES MANUAL

FOR

THE CITY OF SARATOGA SPRINGS

~~May 2013~~November 2014

This document supersedes all personnel policies and procedures previously established or approved by Saratoga Springs.

PREFACE

It is the policy of the City of Saratoga Springs to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of Saratoga Springs and its employees. This manual is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any city employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term ñat-willò means employees can terminate or be terminated at the option of either party with or without cause or with or without prior notice unless the employee has a written contract signed by the City Manager of Saratoga Springs.

It is also the policy of Saratoga Springs to comply with Federal and State Equal Employment Opportunity guidelines. To this end, the City will not engage in any prohibited employment policies or practices including but not limited to discrimination because of race, color, religion, sex, pregnancy, national origin, disability, age (40 or older), or genetic information.

Additionally, it is the policy of the City to strive for safety in all activities and operations, to comply with health and safety laws applicable to the City, and to enlist the help of all employees to ensure that public and work areas are free of hazardous conditions.

Not all sections of this manual will apply to elected officials. The following sections do apply to all elected officials:

- SECTION I: EQUAL EMPLOYMENT OPPORTUNITY
- SECTION VI: SEXUAL/GENDER HARASSMENT
- SECTION VII: EMPLOYEE CODE OF CONDUCT, Section 15. Use of Social Media
- SECTION XVI: REIMBURSABLE EXPENSES
- SECTION XX: GENERAL SAFETY

The City of Saratoga Springs reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them, in writing, to the City Manager for review. Thank you.

INTRODUCTION

Welcome.

This Personnel Policies and Procedures Manual is simply a written guide for management and staff. This manual not only outlines Saratoga Springsô policy on the various phases of the employer-employee relationship, it also indicates how policy is to be administered. Consequently, each employee is able to use this Manual as a guide when policy needs to be applied to a given situation. As an employee of Saratoga Springs you will be expected to read, understand, and follow the policies and procedures contained in this manual.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. Written policies also aid in consistently achieving fair and equitable administration of policy. It is managementôs hope that employees will have a deeper understanding of their vital role in the organization when they realize that policies are uniformly administered.

Please be advised that it is the obligation of each employee of Saratoga Springs to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, pregnancy, childbirth, pregnancy-related condition, national origin, age (40 or older), genetic information, or disability.

And finally, no employee, officer, agent, or other representative of Saratoga Springs has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Personnel Policies and Procedures Manual.

Mark Christensen
City Manager

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SECTION I: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. GENERAL POLICY. It is the policy of Saratoga Springs to comply with federal and State Equal Employment Opportunity standards and antidiscrimination laws in all phases of personnel administration, including job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to race, color, religion, sex, pregnancy, childbirth, pregnancy-related condition, age (40 or older), disability, genetic information, or national origin.

2. SUPERVISOR RESPONSIBILITIES. The City Manager, or designee, will ensure that the City is in compliance with all of the personnel policies and procedures in this manual, including all EEO and antidiscrimination standards. Additionally, the City Manager, or designee, will ensure that each employee receives a copy of this Personnel Policies and Procedures Manual and that the employee signs and dates a Policy Statement and Acknowledgment Form stating that the employee has received, read, and accepted the manual. The City Manager, or designee, will then file the signed and dated Policy Statement and Acknowledgment Form in the employeeôs personnel file.

3. EMPLOYEE RESPONSIBILITIES. Employees are responsible for informing themselves about the policies, practices, and benefits set forth in Saratoga Springsô Personnel Policy and Procedures Manual by reading it and, if necessary, asking that it be explained to them. Additionally, all employees are required to sign and date a Policy Statement and Acknowledgment Form stating receipt of this manual.

SECTION II: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. GENERAL POLICY. Saratoga Springs will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using the Hold Harmless Agreement, which is a part of the Indemnity Provision Contract, or the entire Indemnity Provision Contract.

2. SUPERVISOR RESPONSIBILITIES.

   A. To ensure that no work is performed by any private contractor until:

      (1) A written contract between the City and the contractor has been entered into and signed by both parties.

      (2) The written contract has been approved by the City Attorney.

      (3) The signed written contract has been signed by the City Manager or Mayor and attested by the city recorder.

      (4) The written contract is recorded with the Utah County Recorder (if determined necessary by the City Attorney).

   B. Each contract with a private contractor should contain indemnity and hold harmless clauses which provide that:

      (1) The contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.

      (2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.

      (3) The contractors must post any applicable bonds required by City ordinances and standards.

      (4) Saratoga Springs and its officials, employees, agents, and volunteers must be named as additional insureds on the liability insurance policy.

   C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workersô compensation insurance coverage.

      (1) The City should require evidence of workersô compensation insurance (or evidence of qualified self-insurance) from all contractors.

(2) The City should have the contractor show evidence of the contractorôs workersô compensation coverage to Saratoga Springs.

SECTION III: EMPLOYEE HIRING

1. EMPLOYMENT. Job Descriptions defining the essential functions of the vacant position shall be drafted and approved by the City Manager, or designee, before the vacancy is posted or otherwise advertised internally or externally.

2. RECRUITMENT. All recruitment shall be conducted in accordance with Saratoga Springsô equal opportunity and antidiscrimination guidelines.

   A. Internal Recruitment. The City may choose to give first consideration to current employees desiring to fill an open job position so long as they meet minimum qualifications of the job. Posting should be advertised internally to the organization for three consecutive business days so long as this does not supersede any other portion of this manual.

   B. External Advertising.

      (1) Only the City Manager, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.

      (2) Each Job Opening Notice should contain a statement indicating that Saratoga Springs is an equal opportunity employer.

      (3) Job Opening Notices may be advertised in the appropriate media and through any other channels the City Manager deems appropriate, for at least three separate days.

      (4) All Job Opening Notices must specify the name and the office of the person from whom Job Applications are to be obtained, the name and office of the person to whom completed applications are to be returned, and the deadline for filing an application.

3. SELECTION.

   A. Nepotism. It is the policy of Saratoga Springs to comply with the provisions of Utahôs Anti-Nepotism Act, Utah Code Chapter 52-3.

   B. Elected Officials. No City employee shall serve as an elected official for the City of Saratoga Springs simultaneously with their term of employment. A City employee who is elected to a municipal office for Saratoga Springs must resign employment with the City when they declare their candidacy. An elected official who desires to apply for a position as an employee must resign their office prior to applying for the position.

   C. Employment of Minors. It is the policy of Saratoga Springs that no one under the

age of fourteen shall be hired for any position and that employment of other minors shall comply with State and Federal labor laws.

D. Rehires. Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The City Manager, or designee, will review the former employeeôs personnel records and the circumstances surrounding termination of previous employment with Saratoga Springs.

(1) Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are not eligible for rehire.

(2) Applicants who are rehired shall be required to serve the same probationary period that new hires serve unless the City Manager waives this requirement in writing at the time of rehire.

E. Job Applications. All interested job applicants shall complete a Job Application.

(1) All applications and resumes received for the job opening will be forwarded to Human Resources. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicantôs file for at least one year.

(2) Job applications shall be signed by the job applicant and the truthfulness of all information contained therein shall be certified by the job applicantôs signature. The job applicant may be required to provide a copy of required certified educational transcripts either with the application or upon hire.

F. Tests. Job Applicants may be required to take tests that the City deems necessary for a specific position. Job applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. The City shall make reasonable accommodations for disabled applicants.

G. Job Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the Job Applicant:

(1) Does not meet minimum qualifications established for the position.

(2) Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a conditional offer of employment, pending the results of a medical examination, has been

extended to a job applicant).

(3) Has falsified a material fact or failed to complete the application.

(4) Has failed to timely file the application.

(5) Has an unsatisfactory employment history or poor work references.

(6) Has failed to attain a passing score, if an examination is required.

H. Interviewing.

(1) The City Manager, or designee, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. During the interview, all job applicants should be advised that any and all of the information provided will be verified.

(2) Individuals conducting job interviews should mostly ask questions that pertain to the job position and their potential employment with the City. Interviewers should only ask questions that are consistent with Saratoga Springsô Equal Employment Opportunity and antidiscrimination policy.

I. Reference Checks. In order to facilitate references checks, written permission shall be obtained from the applicant. The City may contact the references and prior supervisors for each job applicant and ask job-related questions, which include similar questions for each job applicant checked.

J. Background Checks. In order to facilitate background checks, written permission shall be obtained from the applicant. Written permission shall identify the type of information the background checks will be seeking.

4. PLACEMENT.

A. Job Offers. Prior to any job offers being made, a Personnel Action Form (PAF) must be signed by the City Manager or designee. After the PAF is signed, the supervisor shall notify the successful job applicant of their conditional selection through a written Job Offer Letter. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (e.g., successfully passing drug/alcohol tests). Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the candidate accepts the written conditional Job Offer Letter in writing by the requested date. The original Job Offer Letter is then filed in the employeeôs file and a copy is given to the new employee during orientation.

Written conditional Job Offer Letters should also include the following:

(1) A clear statement of the job description.

(2) The employeeôs starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as annual salary. Starting salary offers for non-exempt positions shall be figured at an hourly wage.

(3) The employeeôs job title.

(4) The employeeôs supervisor.

(5) Any relocation commitments, if applicable.

(6) Saratoga Springsôat-will employment policy.

(7) The employeeôs starting date.

(8) The length of the employeeôs probationary period.

(9) Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.

B. Job Rejection Letters. Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified. The City Manager, or designee, may send a Job Rejection Letter to each job applicant who was not selected for a job opening.

C. Medical Examinations. Once the City has extended a conditional job offer to the job applicant, a medical interview or examination may be conducted by a health professional chosen by the City to determine a job applicantôs ability to fulfill essential job related requirements. The City Manager, or designee, may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be borne by the City. The prospective employee must sign a written release of this information to the City.

D. Reinstatements. Notwithstanding any contrary provision herein, employees who are reinstated to Saratoga Springs may, at the discretion of the City Manager, maintain their original anniversary date for those benefit programs governed by the anniversary date. The policy will be as follows:

(1) Layoffs. Employees who were terminated because of reduction in work force will maintain their original anniversary date if they are re-employed by Saratoga Springs within two (2) years after date of termination.

(2) Voluntary resignations. Employees who voluntarily terminate their

employment with Saratoga Springs may maintain their original anniversary date, subject to City Manager approval, if they are re-employed by Saratoga Springs within six months after date of termination.

E. Hiring New Employees.

(1) Required for All Employees: The City Manager, or designee, is responsible for having new employees fill out all pre-employment forms, benefit applications, and enrollment forms, and for providing basic information on the Cityôs policies concerning pay, personal time off (PTO), holidays, benefits, parking, and work hours during the employeeôs first day of work.

(2) Additional Requirement for All Part Time, Temporary, and Seasonal Employees Only: If applicable, the City Manager, or designee, is responsible for filling out a Part Time/Temporary/Seasonal Employment Agreement.

(3) Additional Requirement for Employment of Minors

(a) Minors shall be employed and scheduled in conformance with existing child labor laws and compulsory school attendance laws.

(b) Unless otherwise exempt, a minor employee must be paid according to the statutory minimum wage (currently seven dollars and twenty five cents ($7.25) per hour) and overtime provisions of the Fair Labor Standards Act of 1938, as amended.

(c) Employees fourteen (14) and fifteen (15) years old may not be employed:

[1] During school hours, except as provided for in work experience and career exploration programs.

[2] Before 7 a.m. or after 7 p.m., except 9 p.m. from June 1 through Labor Day (time depends on local standards).

[3] More than three (3) hours a day on school days.

[4] More than eighteen (18) hours a week, in school weeks.

[5] More than eight (8) hours a day, on non-school days.

[6] More than forty (40) hours a week, in non-school weeks.

[7] In any occupations found and declared to be hazardous.

[8] In the operation or tending of hoisting apparatus.

[9] In the operation or tending of any power-driven machinery.

[10] Outside window washing that involves working from window sills, and all work requiring the use of ladders, scaffolds, or their substitutes.

(d) Employees sixteen (16) and seventeen (17) years old are subject to Department of Labor Orders when working in any occupations which the Secretary of Labor shall find and by order declare to be particularly hazardous or detrimental to their health and well-being as set forth in WH Publication 1330, entitled Child Labor Requirements in Nonagricultural Occupations.

F. Orientation. Newly hired Saratoga Springs employees shall complete all required paperwork and receive an orientation on their first day of work.

(1) In accordance with the Immigration Reform and Control Act of 1986, all new employees shall provide proof of identity and employment status by completing an Employment Eligibility Verification Form. The employee must sign under penalty of perjury that they are a U.S. citizen, a lawful permanent resident alien, or an alien otherwise authorized for U.S. employment.

(2) All new employees shall complete and sign a Form W-4 Federal Withholding Statement.

(3) All new employees should be given a tour of the workplace with a brief overview of company rules and benefits. The employee should complete a New Employee Orientation Form, which has been modified to meet the particular needs of Saratoga Springs.

G. Probationary Period.

(1) New employees shall be subject to a six (6) month probationary period. The probationary period may exceed six months for certain positions. Each offer letter shall state the duration of the probationary period. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination. The City Manager may waive this requirement in writing for a newly hired employee.

(2) Probationary periods begin on the first day of employment and continue for six (6) months or until the predetermined probationary period has ended. Management will provide guidance to probationary employees so they understand work requirements.

(3) An employee on probation shall have a performance evaluation at the end of the probationary period. This performance evaluation may be used to provide information to both the employee and management regarding the employeeôs performance. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the probationary employee nor shall it create any property or due process rights for the probationary employee relative to their job/position.

5. VOLUNTEERS.

A. A Court Ordered Community Service Volunteer Laborer is not authorized and shall not be accepted at Saratoga Springs unless approved by the City Manager.

B. The City Manager may establish volunteer programs.

C. The City Manager shall develop guidelines for use of volunteers.

D. Prior to accepting any volunteer services, the City Manager, or designee, and the volunteer shall sign a Memorandum of Understanding Agreement defining the nature and terms of the volunteer services.

E. A volunteer shall be provided protections for:

(1) Workers compensation benefits for compensable injuries sustained by the volunteer while acting in the scope of employment.

(2) Operating City owned vehicles or equipment when the volunteer is properly licensed to do so.

(3) Liability insurance coverage offered employees.

SECTION IV: ALCOHOL AND DRUG FREE WORKPLACE

1. GENERAL POLICY. The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or the distribution, dispensation, possession, or use of alcohol in the workplace is expressly prohibited.

2. PRE-EMPLOYMENT DRUG TESTING. Prior to beginning work at the City of Saratoga Springs, each employee shall be required to take and pass a pre-employment drug test for illegal controlled substances.

3. EMPLOYEE RESPONSIBILITIES.

   A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.

   B. Any employee charged, arrested, or convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the City Manager within five days after the charge, arrest, or conviction.

   C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.

   D. No employee shall be impaired by alcohol, drugs, or medication during work hours.

   E. No employee shall represent Saratoga Springs in an official capacity while impaired by alcohol, drugs, or medication.

   F. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to their supervisor prior to beginning their shift.

   G. No employee using medication that may impair performance shall operate a motor vehicle, operate machinery, or engage in safety sensitive functions while on duty for Saratoga Springs.

   H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, drugs, and/or medication shall immediately notify their supervisor, the City Manager, or designee.

   I. No employee may use illegal drugs while employed by the City of Saratoga Springs.

4. DISCIPLINARY ACTION. Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate employee disciplinary action will be taken, up to and including termination.

SECTION V: SAFETY SENSITIVE POSITION DRUG TESTING

1. Employees in safety sensitive positions shall be required to comply with section IV of this manual. In addition, they must comply with the requirements of this section.

2. Definitions.

   A. ñAlcoholò means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized, or found.

   B. ñControlled Substancesò means marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines (including methamphetamine), any drug or substance defined in Utah Code section 58-37-2, or other substance which may only be legally obtained and used pursuant to a physicianôs prescription.

   C. ñOn Duty Accidentò means any accident involving the loss of life, bodily injury, significant damage (as determined by supervisor), or the issuance of a moving traffic citation to the employee.

   D. ñPositive Testò means any test result showing a blood alcohol content (BAC) of 0.02 or greater or the presence of any controlled substance in the breath, blood, or urine of the test subject.

   E. ñRefusal to Submit to Testingò means failure to provide an adequate breath, blood, or urine sample without a valid and verified medical explanation, after the employee has received notice that they are being tested and a breath, blood, or urine sample is required, or engaging in conduct that a reasonable person would believe would obstruct the testing process.

   F. ñReasonable Belief Suspicionò means knowledge sufficient to induce an ordinarily prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.

   G. ñSafety Sensitive Dutiesò means any duties requiring a Commercial Driverôs License (CDL), Firefighter Duties, Law Enforcement Duties, or any other duties or positions deemed safety sensitive.

3. POLICY.

   A. Testing Notice.

      (1) Before performing any alcohol or drug test authorized by this policy, the City, through its designated representative, shall notify the employee being tested, verbally or in writing, whether the test being administered is

required by the Omnibus Transportation Employees Testing Act of 1991, or whether it is required by this policy.

(2) Saratoga Springs employees who, under the Cityôs requirements, hold CDLs are required under rules established by the Federal Highway Administration to be subjected to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing.

(a) When conducting any of the above noted tests on CDL employees, the City shall provide the employee with the following notice:

[1] The drug and/or alcohol test you are being required to take is required under rules established by the Federal Highway Administration pursuant to the Omnibus Transportation Employees Testing Act of 1991

[2] If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

(3) Saratoga Springs employees who are not required by the City to hold a CDL, but who are employed in safety sensitive positions, while not subject to testing under federal statute, are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing under this policy.

(a) When conducting any of the above noted tests on non-CDL safety sensitive employees, the City shall provide the employee with the following notice:

[1] The drug and/or alcohol test you are being required to take is required by the policies and procedures of Saratoga Springs.

[2] If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Pre-Employment Testing. Saratoga Springs requires a final applicant selected for a position with the City to undergo an alcohol and drug screen test to detect the presence of alcohol and illegal drugs or controlled substances in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who fails these tests may be denied employment with Saratoga Springs.

(1) Drug and alcohol testing shall be conducted after the selected applicant has been extended a conditional offer of employment but before beginning work.

(2) All of Saratoga Springsô job announcements and conditional offers of employment shall contain the following notice:

[1] All applicants selected for employment with Saratoga Springs shall be required to take a drug and alcohol test as a precondition of employment.

[2] A positive test result for illegal drugs or failure to submit to the required testing shall result in a withdrawal of any conditional offer of employment with the City.

(3) If the final applicant tests positive for drugs or alcohol as set forth above, or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing and the applicant shall not be employed by Saratoga Springs.

C. Prohibited Conduct.

(1) Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or illegal controlled substances while on duty, on Saratoga Springs premises, or while in City vehicles. Saratoga Springs premises include buildings, parking lots, grounds, and vehicles owned by the City or personal vehicles being used for Saratoga Springs business.

(2) Employees using, possessing, distributing, dispersing, or being at the workplace under the influence of alcohol or legal or illegally obtained/used controlled substances shall be subject to questioning and disciplinary action.

(3) Any employee violating this policy may be subject to immediate termination.

D. Reasonable Suspicion Testing.

(1) When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

(a) The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulable observations concerning the appearance, behavior, speech, or body odors of the driver which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.

[1] The required observations underlying reasonable suspicion testing must be made by a supervisor or City official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.

[2] Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or designated City official within twenty four (24) hours or before the results of the test are announced, whichever is later.

(b) Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.

(2) Special requirements associated with reasonable suspicion alcohol testing.

(1) Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety sensitive functions.

(2) If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.

(3) If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.

(3) Special requirements associated with reasonable suspicion drug testing. If a drug test is not administered within thirty two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and maintain documentation stating why the test was not administered within thirty two

(32) hours.

(4) Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties, which their supervisor deems dangerous to themselves or others, until the results of the tests are received and the employee is released back to work by the City Manager.

E. Random Testing.

(1) Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.

(2) Random tests shall be both of the following:

(a) Unannounced.

(b) Reasonably spread throughout the year.

(3) Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.

(4) Random Testing for CDL Drivers.

(1) CDL drivers may be subjected to random alcohol testing only while performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing safety sensitive functions.

(2) Drug tests may be performed at any time the driver is on duty.

(5) Random Testing for Non-CDL Safety Sensitive Employees. Non-CDL safety sensitive employees may be subjected to random alcohol and drug tests any time the employee is on duty.

(6) Pool Testing - Consortiums.

(1) Saratoga Springs may join a consortium with testing pools large enough so that the Cityôs CDL drivers are always subject to random testing and the required annual testing rate shall be met by tests conducted of all drivers within the pool.

(2) If and when Saratoga Springs chooses to join a drug/alcohol testing consortium, Saratoga Springs shall designate a liaison to coordinate with the testing consortium and obtain and

maintain all of the following records and information:

[1] How the random selection pool was assembled.

[2] The method of selection and notification of drivers.

[3] The location of collection sites.

[4] Methods of reporting the test results on each driver.

[5] Summary reports on the consortiums program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

F. Post-Accident Testing.

(1) Any surviving CDL driver involved in an accident resulting a citation for a moving traffic violation or loss of human life, or surviving employee in a safety sensitive position involved in an accident involving the loss of human life, shall be tested as soon as practical for alcohol and controlled drugs.

(1) An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing.

(2) The results of tests conducted by federal, state, or local law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be used by the employer to meet post-accident testing requirements.

(3) Time frames for testing and consequences of failure to test:

[1] Alcohol.

[a] If the test is not administered within two (2) hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within two (2) hours.

[b] If the test is not administered within eight (8) hours following the accident, the supervisor shall ease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight (8) hours.

[2] Controlled Substances. If the test is not administered within thirty two (32) hours following the accident, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and submit documentation stating why the test was not administered within thirty two (32) hours.

(2) Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties that the employeeôs supervisor deems dangerous to himself or others until the results of the tests are received and the employee is released back to work by the City Council.

G. Consequences of Positive Drug/Alcohol Test.

(1) Alcohol.

(a) If any alcohol test result shows a blood alcohol content of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety sensitive function until, at a minimum, all of the following are met:

[1] The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.

[2] The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.

[3] The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.

(b) If an employeeôs test results shows an alcohol concentration of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety sensitive functions for at least twenty four (24) hours.

(2) Drug/Controlled Substances. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum, all of the following are met:

(a) The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.

(b) The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.

(c) The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

H. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.

(1) Employees subject to follow up testing will be tested a minimum of six (6) times in the first twelve (12) months following their return to duty.

(2) Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

I. General.

(1) Saratoga Springs maintains the right to conduct unannounced inspections of City owned property, work stations, equipment, desks, cabinets, etc.

(2) Saratoga Springs maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.

(3) Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.

(4) Employees may direct any questions regarding this policy to the City Manager.

SECTION VI: DISCRIMINATION & HARASSMENT

Discrimination and Harassment Defined.

Saratoga Springs prohibits discrimination, which can include disparate treatment directed toward an individual or group of individuals, based on race, ethnicity, sex, pregnancy, childbirth, pregnancy-related condition, color, religion, national origin, physical or mental disability, age (40 and over), marital status, genetic information, status as a U.S Veteran, or other protected class, that adversely affects their employment. For religion or disability, the law allows employees to request reasonable accommodations to perform their essential job duties.

Saratoga Springs also prohibits harassment, which can be a form of discrimination if it is unwelcome and is sufficiently severe or pervasive so as to substantially interfere with a personôs work. Harassment may include, but is not limited to, threats, physical contact or violence, pranks, jokes, epithets, derogatory comments, vandalism, or verbal, graphic, or written conduct directed at an individual or individuals because of their race, ethnicity, sex, pregnancy, childbirth, pregnancy-related condition, color, religion, national origin, physical or mental disability, age (40 and over), marital status, sexual orientation, gender identity, genetic information, or U.S. veteran status. Even if actions are not directed at specific persons, a hostile environment may be created when the conduct is sufficiently severe, pervasive, or persistent so as to unreasonably interfere with or limit the ability of an individual to perform their job.

1. GENERAL POLICY.

A. It is the policy of Saratoga Springs that:

(1) Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited.

(2) The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing, or derisive and results in a hostile abusive or unwelcome work environment is prohibited.

(3) Unlawful discrimination/harassment of employees of any type, on or off duty, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

(3) Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.

(4) False or bad faith claims regarding harassment shall result in disciplinary action, up to and including termination, against the accuser.

(5) Employees accused of harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.

(6) Records and proceedings of harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employeeôs personnel file.

(7) All employees, supervisors, and management personnel shall receive training on the discrimination and harassment policy and grievance procedures during orientation and in-service training.

2. SEXUAL HARASSMENT AND SEXUAL DISCRIMINATION.

Two major categories of sexual/gender harassment are:

(A) Quid Pro Quo sexual harassment, or the granting or conditioning of tangible job benefits on the granting of sexual favors.

(B) Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:

(1) Level One: Sex role stereotyping.

(a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may or should perform.

(b) Comments or written material reinforcing traditional historic perceptions regarding gender.

(2) Level Two: Gender harassment/discrimination.

(a) Intentional or unintentional behavior or conduct of a visual or verbal nature directed at a specific gender that is demeaning, ridiculing, or derisive.

(b) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

(3) Level Three: Targeted or individual harassment.

(a) Intentional behavior predicated on gender or expressing sexuality that is directed at a specific group or individual.

(b) Offensive conduct may be verbal, visual, or physical, including unwanted touching of a non-criminal nature.

(4) Level Four: Criminal touching.

(a) The intentional, unwanted touching of the breasts, buttocks, or genitals of another.

(b) Forcible sexual abuse or assault.

3. CONSENSUAL RELATIONSHIPS.

A. Sexual, romantic, or intimate relationships between a supervisor and their subordinate that appear to be voluntary and welcome may nonetheless constitute sexual harassment under this definition. Relationships between a supervisor and those employees whom he or she supervises may give rise to legal and ethical concerns or to conflict between personal and professional interests. Although such relationships may be viewed by the parties involved as consensual, this fact alone does not mean that no sexual harassment or discrimination exists. In addition, such relationships can result in discrimination or harassment where:

(1) Third parties are adversely affected in employment matters because of a consensual relationship between others;

(2) Where a consensual relationship creates a hostile and intimidating work environment for third parties; or

(3) When a consensual relationship ends and one of the parties continues behavior that the other party has made clear is now unwelcome.

B. For the reasons stated above, no consensual relationships are permitted between employees and their supervisors.

4. RACIAL AND ETHNIC HARASSMENT.

A. Harassment that is directed at a person or group of persons because of race, color, ethnicity, or national origin is covered under this policy. Even if actions are not directed at specific persons, a hostile environment can be created when the conduct is sufficiently severe, persistent, or pervasive so as to substantially interfere with the person's work and job performance.

5. HARASSMENT BASED ON RELIGION, DISABILITY, PREGNANCY, CHILDBIRTH, PREGNANCY-RELATED CONDITION, GENETIC INFORMATION, AGE, MARITAL STATUS, U.S. VETERAN STATUS, OR OTHER PROTECTED STATUS

A. Harassment that is directed at a person or group of persons because of any characteristic protected by this policy or local, state, or federal law is also covered under this policy.

6. TYPES OF CORRECTIVE ACTION. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

A. Informal Action.

(1) Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may choose to address that unwelcome behavior or conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct or behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire. If the action complained of is not changed, then the employee is required to proceed with the formal process.

(2) This notification may be:

(a) Verbally.

(b) In writing, signed or unsigned.

(c) Through a supervisor, verbally, or in writing. The employee alleging the inappropriate behavior may:

[1] Ask the supervisor for assistance in determining what to say and how to approach the offending employee.

[2] Request the supervisor to accompany the victim when the victim gives the offending employee notice.

[3] Ask the supervisor to give notice to the offending employee, accompanied by the victim.

[4] Ask the supervisor alone to provide notice to the offending employee.

(3) If the offending employeeôs behavior is not corrected through the informal process, the employee who is experiencing the unwelcome or hostile

environment shall pursue the formal process outlined below in section B.

B. Formal Action.

(1) Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior or conduct through the formal remedial process.

(2) Formal complaints should be in writing and specify:

(a) The identity of the victim.

(b) The identity of the offending employee.

(c) The offensive behavior that the employee engaged in.

(d) The frequency, times, places, and any witnesses of the offensive behavior.

(e) Damage the victim suffered as a result of the offensive behavior.

(f) How the victim would like the matter settled, or what the victim would like to see happen.

(3) The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

(4) The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the City Manager, or designee.

(5) The supervisor or administrator receiving the complaint shall inform the City Manager or designee of the complaint and shall provide a copy of the complaint to the City Manager or designee.

7. DISCIPLINARY ACTION. Employees found guilty of sexual discriminatory behavior or harassment as defined by this policy may face disciplinary action up to, and including, termination based on all the circumstances of the case, as well as the offending employeeôs work history.

8. MAINTAINING COMPLAINT FILES.

A. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in a separate and confidential sexual harassment complaint file. This information shall not be placed or maintained in an employeeôs personnel file.

B. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the City Manager, or designee except if required to be disclosed under the Utah Government Records Access and Management Act. In the case a record is required to be disclosed, all victim identifiable information shall be redacted.

Participants in any sexual or gender harassment proceeding or investigation shall treat all information related to that proceeding or investigation as confidential except as otherwise provided in the Utah Government Records Access and Management Act. In the case a record is required to be disclosed, all victim identifiable information shall be redacted.

9. VICTIM PROTECTION.

A. Individual complaints, either verbal or written, are confidential.

B. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.

C. The accused shall not contact the victim regarding the alleged harassment. Contact includes any communication in writing, through the offering of a gift, verbal communication, electronic communication through email, voicemail, or any form of social media, or through another party using any of the aforementioned means. Any violation of this on the part of the accused shall be deemed a separate act of harassment and may result in discipline up to and including termination.

D. Retaliation or reprisals are prohibited against any employee who has opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

(1) Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.

(2) Retaliation is an additional and separate disciplinary offense.

(3) Retaliation may consist of, but is not limited to, any of the following:

(a) Open hostility.

(b) Exclusion or ostracism.

(c) Special or more closely monitored attention to work performance.

(d) Assignment to demeaning duties not otherwise performed during the regular course of the employeeôs duties.

SECTION VII: EMPLOYEE CODE OF CONDUCT

1. PROFESSIONALISM. Saratoga Springs is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned to their responsibility, to maintain good moral conduct during work hours, to abide by local, state and federal laws, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, and other employees and officials.

2. PRIVILEGED INFORMATION. Saratoga Springs employees involved with information of significant public interest may not use this privileged information for personal gain or to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any City plan or activity, this situation must be reported to the City Manager immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as allowed in the Government Records Access and Management Act, court order, or State and Federal law.

3. CONFIDENTIALITY. Fellow employees have an unquestionable right to expect all personal information about themselves, their illnesses, their family, and their financial circumstances to be kept confidential except as otherwise provided by law. Every employee has an obligation to protect this confidence. Employees shall not discuss privileged information with others who are not authorized to receive it, either inside or outside the office.

4. GIFTS AND GRATUITIES. Saratoga Springs employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with Saratoga Springs, or from any person within or outside Saratoga Springs employment whose interests may be affected by the employeesô performance or nonperformance of official duties except under circumstances allowed by the Utah Officersô and EmployeesôEthics Act.

5. ATTENDANCE. Regular attendance and punctuality are essential to providing high quality work, providing quality service to customers, and avoiding extra work for fellow employees. Therefore, when the employee is going to be late or will not be able to report to work, the employee must notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, they should notify their supervisor as soon as possible on each day of absence.

6. ~~APPEARANCE~~DRESS AND APPEARANCE. ~~Saratoga Springs reserves the right to expect its employees to present a favorable impression during any contact with the public. All employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished.~~

A. General Guidelines

Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City of Saratoga Springs. The City strives to maintain a workplace environment that is well functioning and free from unnecessary distractions and annoyances. As part of that effort, the City requires employees to present a professional, businesslike image to the public that is appropriate for the workplace setting and for the work being performed. City staff members should maintain a professional appearance in the office and on any other City business.

To that end, Saratoga Springs department heads should communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the departmentôs guidelines for attire should be discussed with the immediate supervisor.

Any staff member who does not meet the attire or grooming standards set by this policy or his or her department will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

B. Reasonable Accommodation

(1) Religious Beliefs. Saratoga Springs recognizes the importance of individually held religious beliefs to persons within its workforce. Saratoga Springs will reasonably accommodate a staff memberôs religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources (HR) department.

(2) Medical Situations. The City will reasonably accommodate exceptions to the dress code required by medical situations, unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on medical situations should be referred to the Human Resources (HR) department.

(3) Specific Requirements. In some instances, a department head may require a higher standard of dress for his or her employees. The guidelines outlined in this policy are only a minimum standard for City employees. Any questions regarding what is and is not appropriate should be referred to each employeeôs supervisor.

C. Office Staff

The way that employees dress is a reflection on the professionalism and the culture of the City. Dress can also have an effect on the behavior of the employee. A more professional look tends to help the employee act more professionally and the public will generally respond in kind. The City of Saratoga Springs desires to have a high level of professionalism among its employees.

All clothing should be in good condition, without holes or tears when worn by any staff. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

There are three different levels of professional dress appropriate for different settings:

1. Business Professional
2. Business Casual
3. Casual

Business Professional

Anyone attending a City Council meeting, Planning Commission meeting, or other public meetings should be dressed in business professional attire.

The following guidelines apply to business attire:

- For men, business attire includes a dress shirt, tie (optional), tailored sport coat (optional), worn with dress trousers, and dress shoes.
- For women, business attire includes tailored pantsuits, businesslike dresses, coordinated professional separates worn with or without a blazer, and closed-toe shoes.

Business Casual

The dress standard for employees working in the City offices is business casual. Staff members are expected to present a neat appearance and are not permitted to wear stained, ripped, frayed or disheveled clothing. The table below indicates appropriate and inappropriate examples for business casual attire, but if in doubt err on the side of professional and conservative:

Appropriate	Inappropriate
Slacks & Skirts	
• Khakis or corduroys • Colored Jeans (no blue jeans) • Capris • Skorts, skirts and dresses should be no shorter than approximately 3ò above the knee	• Sweatpants, leggings (as pants), yoga or other exercise wear • Shorts, low-rise or hip-hugger pants or jeans
Shirts	
• Polo collar knit or golf shirts • Oxford/Dress shirts • City issued wear • Short-sleeve blouses or shirts • Turtlenecks • Blazers or sport coats • Jackets or sweaters • If a sheer womenôs blouse is worn, an undershirt should also be worn that covers to the shoulders	• Shirts with writing (other than a small corporate brand [ie Polo]/affiliated logo) • Advertising for a company the city does business with, or is attempting to do business with • T-shirts or sweatshirts • Beachwear • Exercise wear • Crop tops, clothing showing midriffs, visible spaghetti straps
Shoes	
• Closed toed sandals for men • Dress sandals or pumps for women • Boating or deck shoes, moccasins • Casual, low-heel, open-back shoes (e.g., mules, sling backs)	• Casual sandals, thongs, flip flops • Athletic shoes, tennis shoes, Croc-like sandals

Casual

At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather, emergency situations, during special occasions, or otherwise indicated by a supervisor, staff may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear stained, ripped, frayed, or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted during general office hours. Denim jeans may be allowed in these situations and should be in good condition, without holes or tears.

In addition, the City has had a tradition of casual work attire on Fridays. Be careful to ensure that the Friday attire does not become too casual. The dress guidelines for Fridays are the same as that of other days of the week, except that blue jeans may be worn. T-shirts, sweatshirts, sneakers and other similar attire are

not appropriate on Fridays while working your assigned shift. If an employee has a meeting on Friday, they should dress as they would during the rest of the week.

D. Public Safety

All Public Safety employees should follow the dress codes outlined in the departmental Standard Operating Procedures (SOPôs). Any deviation from this standard shall be approved by the Department Head and consistent with written SOPôs.

E. Public Works Field Employees

All Public Works field employees should follow the dress codes outlined in the departmental Standard Operating Procedures (SOPôs). Any deviation from this standard shall be approved by the Department Head. All hats must be City issued. Any outerwear including sweaters and coats when worn over a uniform should be City issued; any exceptions must be approved in advance by the Department Head. Tasks and responsibilities vary greatly clothing and PPE should be consistent with the workplace environment and the individual task at hand. PPE rules and regulations should be followed at all times. Employees representing the City at residentôs homes, offices, or other public places should have a professional and utilitarian appearance.

F. Library

Employees must dress to Office Staff standards listed above. Volunteers may dress to Casual Dress standards listed above. Additionally, the official City Library apron or vest should be worn during work hours to help identify Volunteers.

G. Hygiene

Employees are expected to maintain a cleanly and professional personage while representing the City. Violations of this policy can range from halitosis to offensive perfumes or body odor. If a staff memberôs poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected.

If a staff member continues comes to work with inappropriate dress or hygiene, the staff member will be required to go home, properly groom, and return to work. If the problem continues to persists, supervisors should follow the normal corrective action process.

H. Tattoos and Jewelry

All employees should exercise sound business judgment with regard to tattoos and jewelry. Jewelry and tattoos are permitted unless they conflict with an employeeôs ability to perform safely and effectively in the position they hold or the specific work environment they are in.

Factors used to determine whether jewelry and tattoos pose a conflict with the job or work environment will include, but are not limited to:

- Safety of self or others
- Productivity or performance of tasks
- Generally accepted professional standards
- Customer complaints

If a potential conflict is identified the employee will be encouraged to identify appropriate solutions such as removal of excess jewelry, covering of tattoos, etc.

Supervisors and managers will be responsible for answering questions and resolving issues related to this policy on a case-by-case basis to ensure unique circumstances are appropriately considered. An environment of mutual cooperation is the Cityôs goal.

7. SMOKING. In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in City facilities. ~~Saratoga Springs also prohibits smoking in City-owned vehicles.~~ Smoking and the use of smokeless tobacco and e-cigarettes are~~is~~ prohibited except on permitted breaks~~ as approved by each employeeôs supervisor~~. ~~Using smokeless tobacco during work hours is prohibited except for authorized breaks approved by an employeeôs immediate supervisor.~~ Saratoga Springs also prohibits ~~smoking~~ the use of tobacco and the use of e-cigarettes in City-owned vehicles.

8. PERSONAL USE OF CITY OFFICE ITEMS.

A. Computer Equipment and Other Electronic Devices

(1) Personal use of Saratoga Springs-owned computer systems is permitted only when all of the following criteria are met:

(a) The employee is not compensated for the work performed, unless the employee has received prior written approval by the City Manager, or designee.

(b) The employee pays for the cost of consumables and other attendant expenses (disks, CDs, paper, ink, toner, computer online/access charges, etc.).

(c) The employee uses the computer system after hours, or on the employeeôs personal time.

(d) The use does not conflict with the employeeôs responsibilities or normal business.

(e) The use has been approved by the City Manager, or designee.

(2) All software developed on City-owned computer equipment is the property of Saratoga Springs and may be viewed or reviewed by the City Manager, or designee, at any time.

(3) No pornography or sexually explicit material shall be accessed, stored, or viewed or reviewed on City-owned computer equipment. This shall apply to photographs and written material.

B. Postage Meters. No employee shall be allowed to use Saratoga Springs-owned postage metering machines at any time for posting and mailing of any material of a personal nature.

C. Fax and Copying Machines. Any employee desiring to use City-owned Fax or copying machines for items of a personal nature may do so after paying for such use at the employee rate which is in effect at the time of use, unless the City Manager specifically authorizes such use in advance.

D. Telephone calls.

(1) Employees are expressly prohibited from making long distance telephone calls of a personal nature on City-owned telephones.

(2) All employees will use City-owned telephones for local personal calls judiciously. Local telephone calls will be limited to necessity and must not disrupt the carrying out of employee responsibilities.

9. PURCHASING. Any purchase shall comply with all applicable federal laws and regulations, state laws, and city ordinances and resolutions, including the current purchasing policy adopted by the City Council.

~~10. TIME CARDS~~

~~A. All non-exempt employees of Saratoga Springs are required to maintain an~~

~~accurate and legible record of all their hours worked for Saratoga Springs on time cards.~~

~~B. Time cards will be signed and dated by the employee, signed by the supervisor, and forwarded to the City Manager, or designee, as directed for review and payment.~~

~~11~~10. CREDIT CARDS. Saratoga Springs credit cards shall be used for official business only, and shall not be used for the personal convenience of an employee.

~~12~~11. OUTSIDE ACTIVITIES. Saratoga Springs employees shall not use City-owned property in support of outside interests and activities when such use would compromise the integrity of the City or interfere with the employeeôs duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to Saratoga Springs business, public office, or service club, should:

A. Pursue the outside activity on the employeeôs own time.

B. Pursue the outside activity away from Saratoga Springs offices.

C. Discourage any phone, mail, or visitor contact related to the outside interest at City offices.

D. Arrange for personal time off or compensatory time off in advance to pursue the outside interest during business hours.

E. Except as provided in paragraph 8, not use data processing equipment, postage metering machines, copiers, other City-owned equipment or supplies for the outside interest.

F. No City owned equipment or vehicles may be used for outside activities unless prior approval has been granted by the City Manager.

~~13~~12. POLITICAL ACTIVITY.

A. An employee shall not be coerced or influenced to support a political activity, whether or not funds or time are involved.

B. An employee shall not engage in political activity during work hours, unless on approved leave.

C. An employee shall not use City-owned equipment, supplies or resources, and other attendant expenses (disks, phones, paper, computer, online and access charges, etc.) when engaged in political activity.

D. An employee shall not discriminate in favor of or against, any person or applicant for employment based on political activities.

E. An employee shall not use the employeeôs title or position while engaging in political activity.

~~14~~13. SECONDARY EMPLOYMENT.

A. Saratoga Springs employment for full-time employees is primary.

(1) Employment with Saratoga Springs for full-time employees shall be the employeeôs primary employment. City employees are permitted to engage in secondary or outside employment under the following guidelines. Outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.

(2) Employees are required to provide written notification to the City Manager, or designee, before starting any secondary or outside employment. This notification should include the following information:

(a) The employerôs name, business name, and business address.

(b) A general overview of the type of business engaged in by the secondary employer.

(c) The specific duties engaged in by the employee at their secondary employment.

B. Saratoga Springsôapproval process.

(1) The City Manager, or designee, shall review the written notification and determine whether the employeeôs secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:

(a) That the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with Saratoga Springs. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.

(b) That the secondary employment could invoke a conflict of interest with their employment with Saratoga Springs.

(c) That the secondary employment is immoral or unethical.

(2) This decision shall be communicated in writing to the employee. The employee:

(a) Shall abide by that decision.

(b) May appeal the decision to the City Manager, whose decision shall be final.

(c) May voluntarily resign their employment with Saratoga Springs.

~~15~~14. USE OF SOCIAL MEDIA.

While the City of Saratoga Springs encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the City among the community at large. In the area of social media (print, broadcast, digital, and online services such as Facebook, MySpace, and Twitter, among others), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above. For this reason, the City of Saratoga Springs reminds its employees that the following guidelines apply in their use of social media, both on and off duty.

A. If an employee publishes any personal information about the employee, another employee of the City, a resident, or a customer in any public medium (print, broadcast, digital, or online) that:

(1) has the potential or effect of involving the employee, their coworkers, or the City in any kind of dispute or conflict with other employees or third parties;

(2) interferes with the work of any employee;

(3) creates a harassing, demeaning, or hostile working environment for any employee;

(4) disrupts the smooth and orderly flow of work within the office, or the delivery of services to those doing business with the City;

(5) harms the goodwill and reputation of the City among the community at large; or

(6) tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information,

the employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the severity and repeat nature of the offense.

B. Supervisors who request to connect with subordinate employees through social media put employees in a difficult situation. Employees may want to keep their personal life private but donôt want to offend their supervisor by rejecting their request. Out of respect for the privacy of subordinate employees, all supervisors, managers and elected officials may not request connections to the social media networks of subordinate employees. Examples of connections include, but are not limited to, requesting to be ñfriendsò on Facebook, or requesting to follow ñprotected tweetsò on Twitter. Nothing shall prohibit a subordinate from connecting to a supervisor through social media.

C. No employee may use City equipment or facilities for furtherance of non-work-related activities or relationships without the express advance permission the City Manager.

D. Employees who conduct themselves in such a way that their actions toward and relationships with each other interfere with or damage work relationships, disrupt the flow of work or customer relations, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from a supervisor to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

E. Use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.

F. Social media access and use involving City equipment and resources are subject to the Cityôs computer policy located in section VII 8.A. of this document.

G. How an employee uses social media is not a matter of concern as long as it is consistent with the above guidelines. Employees may address any questions on this policy the City Manager.

~~16~~15. POSSESSION OF FIREARMS AT WORK.

This firearms possession policy shall not apply to law enforcement officers. Possession of firearms shall only be allowed at work when an employee meets all of the following criteria:

A. The firearm must remain concealed on the employeeôs body or locked and secured in a gun safe provided by the employee. The employee shall be responsible for paying for the cost of installation including any employee labor time.

B. The employee shall provide a current and valid copy of their concealed firearm permit to the City Manager, or designee.

Employees may keep a firearm in their personal vehicle so long as the vehicle is locked, the firearm is not in plain sight and the employee meets all federal and state firearm regulations.

16. SEXUAL MISCONDUCT.

The City of Saratoga Springs will not tolerate any form of sexual misconduct. Sexual misconduct is different from sexual harassment. Sexual misconduct is defined as any activity of a sexual nature between consenting adults on city property. City property includes any city buildings, parks, vehicles, or any other property owned by the city. This type of behavior is not permitted at any time whether or not the employee is on duty.

SECTION VIII: DISCIPLINARY ACTION

1. GENERAL POLICY.

   A. It is the policy of Saratoga Springs that management will inform its employees, verbally or in writing, about what is expected at work, what constitutes employee misconduct, and what the employeeôs rights are, if disciplined.

   B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of Saratoga Springs government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall be taken once the charges have been presented to the employee.

   C. Disciplinary action, up to and including termination, may be imposed for misconduct.

   D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employeeôs Personnel Record and may be disclosed per state law.

2. TYPES OF DISCIPLINARY ACTION.

   A. Verbal Warning.

      (1) Whenever grounds for disciplinary action exist, and the City Manager, or designee, determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.

      (2) The City Manager or designee should maintain a record of verbal warnings.

      (3) Whenever possible, sufficient time for improvement should precede additional disciplinary action unless the circumstances warrant otherwise.

   B. Written Reprimand.

      (1) The City Manager, or designee, may reprimand an employee. The City Manager, or designee, shall furnish the employee with a written reprimand setting forth the reasons for the written reprimand including: identifying what specific supervisory direction or polices the employee may have violated, what behavior is and is not tolerated, what actions the employee must take to correct the behavior and prevent it from happening again, and

what the consequences will be if the poor behavior or actions continue.

(2) A copy of the written reprimand, signed by the City Manager, or designee, and the employee, shall be permanently placed in the employeeôs personnel file. If the employee refuses to sign the form, the City Manager, or designee, will so state.

C. Suspension.

(1) The City Manager, or designee, may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause as set forth in section VIII. 3.

(2) When suspending an employee, the City Manager, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, ñImposing Disciplinary Actionò.

(3) On or before the effective date of the suspension, the City Manager, or designee, shall furnish the employee with a written Employee Suspension Notification setting forth the reasons for suspension.

(4) A copy of the Employee Suspension Notification, signed by the City Manager, or designee, and the employee, shall be permanently placed in the employeeôs personnel file. If the employee refuses to sign the form, the City Manager, or designee, will so state.

(5) An employee on suspension shall be responsible for making full employee contributions to their employee insurance benefits.

D. Demotion.

(1) The City Manager, or designee, may demote, transfer for less pay, or reduce in grade, an employee for cause.

(2) When demoting an employee, the City Manager, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, ñImposing Disciplinary Action.ò

(3) On or before the effective date of the demotion, the City Manager, or designee, shall furnish the employee with a written Employee Demotion Notification setting forth the reasons for demotion.

(4) A copy of the Employee Demotion Notification, signed by the City Manager, or designee, and the employee, shall be permanently placed in the employeeôs personnel file. If the employee refuses to sign the form,

the City Manager, or designee, will so state.

E. Transfer.

(1) The City Manager, or designee, may transfer an employee by furnishing the employee with a written transfer notification.

(2) A copy of the transfer notification, signed by the City Manager, or designee, and the employee, shall be permanently placed in the employeeôs personnel file. If the employee refuses to sign the form, the City Manager, or designee, will so state.

F. Termination.

(1) The City Manager, or designee, may terminate an employee.

(2) When terminating an employee for cause, the City Manager, or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, ñImposing Disciplinary Action.ò

(3) On or before the effective date of the termination for cause, the City Manager, or designee, shall furnish the employee with a written Employee Termination Notification setting forth the reasons for termination.

(4) A copy of the Employee Termination Notification, signed by the City Manager, or designee, and the employee, shall be permanently placed in the employeeôs personnel file. If the employee refuses to sign the form, the City Manager, or designee, will so state.

3. CAUSES FOR DISCIPLINARY ACTION.

A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

(1) Criminal violation of the laws of the City of Saratoga Springs, State of Utah, or the United States, other than minor traffic offenses.

(2) Violation of the code of personal conduct.

(3) Conduct which endangers the peace and safety of others or poses a threat to the public interest.

(4) Unjustified interference with work of other Saratoga Springs employees.

(5) Misconduct.

(6) Malfeasance.

(7) Misfeasance.

(8) Nonfeasance.

(9) Incompetence.

(10) Negligence.

(11) Insubordination.

(12) Failure to maintain skills.

(13) Inadequate performance of duties.

(14) Unauthorized absence or tardiness.

(15) Falsification or unauthorized alteration of records.

(16) Violation of Saratoga Springs policies.

(17) Falsification of employment application.

(18) Discrimination in hiring, assignment, or promotion.

(19) Illegal harassment, whether sexual or other.

(20) Violation of the Personnel Policies and Procedures.

(21) Use of alcohol or drugs, other than medication prescribed by a physician, that affects job performance.

(22) Falsifying Saratoga Springs Records.

(23) Knowingly ~~marking the time card of~~clocking in or out for another employee, authorizing another employee to clock in or out for oneôs time ~~card to be marked by another employee~~, or unauthorized alteration or falsification of a time ~~card~~records.

(24) Possession of firearms or weapons on Saratoga Springs owned property in violation of this policy.

(25) Carelessness which affects the safety of personnel.

(26) Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.

(27) Theft or removal of any City property or the property of any employee from the work area premises without proper authorization.

(28) Gambling or engaging in a lottery at any City work area.

(29) Misusing, destroying, or damaging any City property or the property of any employee.

(30) Deliberately restricting work output of themselves or others.

(31) Drinking any alcoholic beverage during work hours or being under the influence of illicit drugs or alcohol during work hours.

(32) Sleeping during working hours, with the exception of firefighter employees.

(33) Fighting (verbal or physical) on City premises, or while on City business, or in a City uniform.

(34) Any act which might endanger the safety or lives of others.

4. CONDUCTING AN INVESTIGATION.

A. The City Manager, or designee, may conduct an investigation into the allegations which form the grounds for disciplinary action.

B. During an investigation to determine the facts upon which disciplinary action may be imposed, the City Manager, or designee, may place an employee on administrative leave.

C. Disciplinary action that is appealable shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the City Manager, or designee. The investigation shall include an opportunity for the employee to respond to the allegations.

D. An employee that does not have appeals right under this policy shall not qualify for any pre-disciplinary hearings.

5. IMPOSING DISCIPLINARY ACTION.

A. The City Manager, or designee, shall conduct disciplinary action in a consistent manner.

B. Each employee shall be afforded prior access to Saratoga Springsô rules, policies, and procedures in advance of the disciplinary action.

C. The employee shall receive timely notice of the pre-disciplinary meeting, overview of allegations, and potential disciplinary action.

D. Prior to imposing disciplinary action, the employee shall have the opportunity to review the disciplinary action with the City Manager, or designee. The employeeôs written response, if any, and other related documents shall be placed in the employeeôs personnel file.

E. In determining the type and severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct, prior disciplinary action imposed, the severity of the misconduct, the employeeôs work record, the effect on City operations, and the potential of the misconduct to harm persons or property.

F. For disciplinary action other than a verbal or written reprimand, the City Manager, or designee, shall notify the employee, in writing, of the findings of the investigation/pre-disciplinary hearing. The written statement shall include:

(1) The grounds for disciplinary action, including a description of the specific misconduct for which the disciplinary action is being imposed.

(2) Any prior disciplinary action imposed.

(3) The disciplinary action to be imposed.

(4) The effective date and duration of the disciplinary action.

(5) The corrective action necessary, if any, for the employee to avoid further disciplinary action.

The written statement may contain prior disciplinary actions imposed at the discretion of the City Manager.

G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the City Manager.

H. The City Manager, or designee, may note the disciplinary action on their personal

notes at the time the disciplinary action is imposed and/or on the employeeôs performance evaluation form.

6. APPEAL PROCEDURES.

A. The following employees have no appeal rights:

a. Police Chief
~~a.~~b. Deputy or Assistant Police Chief
~~b.~~c. Fire Chief
~~c.~~d. Deputy or Assistant Fire Chief
~~d.~~e. The head of a department or division
~~e.~~f. The deputy of a head of a department or division
~~f.~~g. Probationary employees
~~g.~~h. Part-time employees
~~h.~~i. Seasonal or temporary employees
~~i.~~j. A person who works in the office of an elected official
~~j.~~k. A secretarial or administrative assistant support position that is specifically designated as a position to assist an elected official or the head or deputy head of a department
~~k.~~l. City Engineer
~~l.~~m. City Recorder
~~m.~~n. City Treasurer
~~n.~~o. City Attorney
~~o.~~p. An employee who has acknowledged in writing that the employeeôs employment status is appointed or at-will
~~p.~~q. An employee who has voluntarily waived the procedures required by Utah Code Section 10-3-1106
r. A person appointed by the Mayor, City Council, or City Manager if the appointment is made in writing, the personôs written job description identifies the personôs position as exempt from appeal rights, and the position is described in an ordinance as exempt from the appeal process.
~~q.~~s. Any other person exempt in Utah Code Section 10-3-1105 ï 1106 as amended or applicable law.

B. Employees other than those in 6.A. who are discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason have the right to appeal that final decision. Employees have no appeal rights for the following disciplinary actions:

a. Verbal Warnings;
b. Written Reprimands;
c. Suspension with pay for any time period;
d. Suspension without pay for up to two days;

e. Demotion with equal pay;
f. Transfer to a different position with equal pay;
g. A voluntary transfer to a different position with less pay;
h. A discharge or transfer to a position with less pay as a result of a layoff, reorganization, or other non-disciplinary reason; and
i. Any other type of final decision other than discharge, suspension for more than two days without pay, or involuntary transfer from one position to another with less remuneration for any disciplinary reason.

G. Appealing to a Hearing Officer. Upon written receipt of an final appealable employment action, employees who have the right to appeal may appeal the final decision to a Hearing Officer (exceptions include those employees identified in section (VIII)(6)(A) above).

(1) An employee must submit their written notice of appeal to the City Recorder within ten (10) calendar days or an employee will be deemed to have waived all appeal rights.

(2) The Hearing Officer is appointed by the City Council.

(3) If the Hearing Officer overturns the Employee Disciplinary Action:

(a) The Hearing Officer shall provide that the employee receive the employeeôs salary for the period of time during which the employee was discharged, suspended without pay, or incurred any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

(b) The City Manager, or designee, shall remove the record of the disciplinary action from the employeeôs personnel file.

(4) If the Hearing Officer upholds the Employee Disciplinary Action, the employee may then appeal to the Court of Appeals by filing with that court a petition for review. Each petition to the Court of Appeals shall be filed within 30 days after the issuance of the final action or order of the appeal board.

SECTION IX: GRIEVANCE PROCEDURES

1. GENERAL POLICY.

A. Employees who perceive that they have a grievance against the City should exhaust the administrative procedure set forth in the body of this policy before addressing their grievance through any other forum. An employee may file a grievance about any perceived work related injustice or oppression resulting from an act, occurrence, omission, condition, or unfair labor practice. A grievance is defined as a complaint made by a City employee of a decision or action taken by the City which affects an employeeôs employment status. Employees may not file a grievance for disciplinary actions. Disciplinary action appeals shall be handled consistent with the ñAppeal Proceduresò outlined in section VIII, 6 of this policy. Issues addressable throughout the grievance process include, but are not limited to:

(1) Employee-supervisor relationships.

(2) Duty assignments not affecting job classification.

(3) Shift and job location assignments.

(4) Working conditions.

(5) Practices affecting granting of leave.

B. Grievances should be resolved at the lowest administrative level possible. Employees and supervisors shall attempt to resolve grievances by discussing the grievance issues before any formal written grievance is filed. Each employee pursuing a formal grievance must prepare and submit a separate written grievance. Written grievances shall contain, at a minimum, the following information:

(1) Name of the employee.

(2) Date the occurrence or action underlying the grievance occurred.

(3) Nature of the grievance.

(4) Historical information related to the grievance.

(5) Requested resolution.

(6) Signature of the employee filing the grievance and date filed.

C. Employees will be allowed a reasonable amount of time during work to prepare written grievances. Employee grievances must be filed within ten calendar days of the occurrence or event giving rise to the grievance, or within ten calendar days of when the employee acquires knowledge of the occurrence or event giving rise to the grievance.

D. At each level of the grievance process, after an administrator has received an employee grievance, the administrator shall have ten (10) working days to respond in writing to the grievance because of the time necessary to investigate the grievance.

E. If an administrator is unable to answer the grievance within the specified time period due to extenuating circumstances, the administrator may take an additional ten (10) working days to answer the grievance if they notify the employee in writing of the exigent circumstances and that the extension is being exercised. If the grievance remains unresolved or the decision is considered unacceptable, the employee may appeal the decision to the next level of appeal.

F. Absent exigent circumstances, if the supervisor fails to respond within the allotted time, the employee may proceed to the next level of appeal.

G. Only the issues presented in the original grievance may be considered throughout the appellate process. A grievance and any necessary appeals shall be processed through the following chain of command, if applicable:

(1) Immediate Supervisor.

(2) Department Head.

(3) City Manager.

H. The decision of the City Manager constitutes the final level of the grievance process and is final and cannot be appealed.

2. CONFIDENTIALITY. Written Grievance Forms shall be private data under the Government Records Access Management Act of the State of Utah. The City Manager or City Council may declare the grievance documents to be confidential and/or order the entire record, or any part of it, sealed.

3. FILING. No document relating to a grievance shall be placed in the employeeôs personnel file.

SECTION X: TERMINATION OF EMPLOYMENT

1. TYPES OF TERMINATION. Any involuntary termination, or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employeeôs due process and property rights are not violated. The following are the types of termination in the City of Saratoga Springs:

   A. Retirement. Voluntary termination at the end of an employeeôs career.

   B. Voluntary Resignation. When an employee wishes to leave employment with Saratoga Springs, they ~~will~~ shall submit a letter of resignation to the City Manager~~,~~ or designee or employeeôs supervisor. A written resignation shall be deemed to be final. The City shall retain the right to allow an employee to rescind their resignation.

   C. Resignation, in Lieu of an Involuntary Termination, Agreement. The City Manager, or designee, may conclude that an employee should be involuntarily terminated for no reason (for employees identified in section (VIII)(6)(A)) or for cause. If Involuntary Termination proceedings have begun, but have not been completed, and an employee suggests that they would like to voluntarily resign, the City Manager may agree to a Resignation In Lieu of an Involuntary Termination Agreement.

   D. Involuntary Termination. The City Manager, or designee, may conclude that an employee should be involuntarily terminated for no reason (for employees identified in section (VIII)(6)(A)) or for cause.

   E. Reductions in Force/Layoffs/Transfer with Less Pay. Whenever it is necessary to reduce the number of employees in Saratoga Springs or the compensation because of lack of work or lack of funds, Saratoga Springs may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas with less pay. If reassignment is not possible, the City may enact a reduction in force or lay off employees.

   F. Medical. The Americanôs with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.

   G. Death. If an employee of Saratoga Springs dies, his or her estate receives all pay due and any earned and payable benefits, such as payment for compensation time and personal time off, as of the date of death.

2. REQUIRED NOTICE PRIOR TO TERMINATION.

A. Unless otherwise ~~authorized~~ waived in writing by City Manager, all employees, including ñat-willò employees, must notify Saratoga Springs in writing at least two (2) weeks before retiring or voluntarily resigning to be eligible:

(1) To receive pay for unused, accrued personal time off (if applicable).

(2) For rehire.

B. Saratoga Springs does not have a requirement to give any prior notice to an employee before terminating their employment with Saratoga Springs.

C. Unused, accrued personal time off (if applicable) and compensation time (if applicable) will always be paid, up to the payout cap, for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, and Deaths.

3. TERMINATION PROCEDURES.

A. A voluntary resignation letter, signed by the employee and the City Manager, or designee, may be utilized in voluntary resignations.

B. Involuntary Terminations/Separations for Cause require Saratoga Springs to provide terminating employees with written notification of due process. ñAt-Willò Involuntary Terminations (for employees identified in section (VIII)(6)(A)) do not require Saratoga Springs to provide their terminating employees with written notification of due process.

C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the City Manager, or designee, may be utilized in negotiated terminations. A Resignation In Lieu of an Involuntary Termination Agreement does not require Saratoga Springs to provide their terminating employees with written notification of due process.

D. The following steps should be taken for Voluntary Retirements:

(1) Employees who desire retirement should notify Saratoga Springs three (3) months in advance.

(2) Saratoga Springs should explain or provide to the employee what insurance options are available (such as COBRA).

(3) Saratoga Springs should have the employee sign a release, or at least a declaration statement, to the effect that they are electing retirement of their own free will.

E. The following steps should be taken for Reductions in Force/Layoffs:

(1) Determine whether Saratoga Springs is required to follow statutory guidelines related to the reduction in force/layoff. If Saratoga Springs is required to follow statutory guidelines, then any policy, procedure, and actual practice must comply with said guidelines.

(2) If Saratoga Springs is facing an imminent possible reduction in labor force, Saratoga Springs should explain the situation to its employees, advising them of the possibility that reductions in force/layoffs may become an economic necessity for Saratoga Springs.

(3) In the selection of employees for Saratoga Springsô reduction in force/layoff, the following guidelines should be considered:

(a) Selection should be based upon the employeeôs ability to perform the work assignments within the affected department.

(b) Seniority should govern the selection when ability and performance is equal.

(c) Emergency, temporary, and probationary employees should be laid off first.

(d) Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service when ability and performance is equal.

(e) Before any reduction in force/layoff, Saratoga Springs should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq.

(f) Saratoga Springs should explain, or provide written information, to the employee what options are available, such as COBRA and Retirement Plan Options.

(g) If Saratoga Springs cannot give advanced notice of a reduction in force/layoff to the employee, four weeksô severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.

(4) Written reductions in force/layoffs notices should contain the following information:

(a) Statement that separation from employment is based on reduction in force/layoff.

(b) Anticipated date of layoff.

(c) Any options regarding employee placement in another position.

F. Outstanding Pay.

(1) Arrange for distribution of any paychecks which may be due the employee, including pay for any hours worked but not paid; pay for unused, accrued personal time off (if applicable); or compensation time (if applicable).

(2) Under Utah State law, the required timing of the final payment at termination is:

(a) A Voluntary Resignation. Final check will be given on the next scheduled payday.

(b) An Involuntary Termination/Separation for Cause. Final check must be given within 24 hours.

G. The terminating employee will return any supplies or equipment, which are the property of Saratoga Springs, to the City at termination.

H. All terminating employees should complete an Exit Interview Form with the City Manager, or designee. The Exit Interview Form should be signed by the employee and the City Manager, or designee.

4. COBRA. Any employee eligible for benefits and separated from Saratoga Springs is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA plan. For illustrative purposes, the following is the applicable language from COBRA that is current as of adoption of this policy:

A. Federal Public Law 99-272 (which became effective July 1, 1986 and is known as COBRA) requires that all employers of twenty (20) or more full time employees offer a continuation of group insurance coverage to individuals who fall under one (1) of the following qualifying events:

(1) Termination of employment (other than for gross misconduct), for a maximum continuation period of eighteen (18) months.

(2) Reduction of work hours below eligibility requirement, for a maximum

continuation period of eighteen (18) months.

(3) Dependent coverage terminated due to death of employee, for a maximum continuation period of thirty six (36) months.

(4) Divorce or legal separation from employee, for a maximum continuation period of thirty six (36) months.

(5) Spouse or dependent of Medicare eligible employee, for a maximum continuation period of thirty six (36) months.

(6) Dependent child who ceases to be a dependent under the generally applicable requirements of the group plan, for a maximum continuation period of thirty six (36) months.

B. Under the Act, a qualifying individual is entitled to continued group insurance coverage identical to that which is provided to similarly situated beneficiaries to whom a qualifying event has not occurred. Individuals who are entitled to continued benefits under COBRA guidelines are required to pay the entire premium required under the policy during the entire period of the continued coverage. The premium a qualifying individual will be required to pay may not exceed one hundred and two percent (102%) of the applicable premium, for any period of continued coverage. Failure to pay the monthly premium will result in a cancellation of the insurance.

C. The insurance benefits offered under the COBRA guidelines will be terminated if and when any of the following occur:

(1) A qualifying individual fails to pay the premium at the time it is required.

(2) A qualifying individual becomes eligible for coverage under any other group insurance plan due to employment or remarriage.

(3) At the expiration of a qualifying individualôs maximum continuation period.

D. The offer of continued insurance coverage under COBRA is made independent of any other offer to continue insurance that may be required under any applicable state law.

E. A qualifying individual has sixty (60) days from the termination date of their current coverage to decide whether to continue their insurance coverage under this plan. If they decide to apply for the continued coverage, all due and owing premiums must be paid before coverage will be granted. If they fail to apply for coverage within the sixty (60) days, they will have waived their rights to

continuation of coverage under the COBRA guidelines. They are not required to apply for or accept coverage under COBRA.

SECTION XI: RECORD KEEPING

1. GENERAL POLICY. Federal law requires employers to keep detailed data about their employees.

2. CONFIDENTIALITY. Employee records are maintained in compliance with the law.

   A. Confidentiality must be maintained at all times with access limited to employees and their supervisory chain.

   B. Saratoga Springsô policy is that only relevant, job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.

   C. Employees have the opportunity to review their own files in the presence of the City Manager, or designee, on Saratoga Springs premises during regular business hours subject to advance notice.

3. PERSONNEL FILES REQUIREMENTS.

   A. General.

      (1) Personnel files are maintained on each employee and kept by the City Manager, or designee. A copy (or the original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be filed in the employeeôs personnel file.

      (2) No information from any record placed in an employeeôs personnel file will be communicated to any person or organization except by the City Manager, or designee.

      (3) Employees, or their representative designated in writing, may examine the employeeôs personnel file upon request during normal working hours at the Saratoga Springs city office building. When a Supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the City Manager, or designee.

   B. Contents. Personnel files should contain the following:

      (1) An employment record, including the employeeôs job application, resume, interview forms, Employeeôs Withholding Allowance Certificate (Form W-4), etc.

(2) A signed copy of the employeeôs acknowledgment of receiving, reading, understanding, and accepting a copy of the personnel policies and procedures manual, and the performance standards for the position the employee currently occupies.

(3) Election form to disclose or keep confidential the employeeôs home address and home telephone number.

(4) All personnel action forms, including:

(a) Performance evaluations.

(b) Promotions or transfers.

(c) Salary rate changes.

(d) Disciplinary action taken. The employee will be asked to sign the disciplinary action form. If the employee refuses to sign this form, then the City Manager, or designee, will so state.

(5) Any information the employee wants included in response to any of the above actions.

(6) Records of citations for excellence or awards for good performance.

(7) Annual records of any leave accrued and taken. Official records of PTO and short-term medical leave accrual and of leave usage are kept for employees by the City Manager, or designee. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled. Employees may check with the City Manager, or designee, to obtain information regarding their current leave usage.

(8) Record of any other pertinent information having a bearing on the employeeôs status.

C. Employee Information/Change of Employee Status. Employees are responsible for ensuring that personal employee information contained in their personnel files is current and accurate. Employee information, such as any change in number of dependents, marital status, address, telephone number, etc., should be updated as needed giving it to the City Manager, or designee, to file in their personnel file.

D. Giving References. Saratoga Springs limits information given in a reference to the following.

(1) Verification that the employee worked, full-time or part-time, for Saratoga

Springs during a stated period.

(2) A description of the position held.

(3) Verification that the employee achieved a given salary range.

(4) Whether or not the employee is eligible for rehire.

4. OTHER FILES REQUIREMENTS. Records related to the items listed below should be kept for a period of at least one (1) year. In addition, records should be examined annually to keep the files current and to save those records that management feels should be kept longer.

A. Job applications.

B. Test papers completed by job applicants or candidates for any position.

C. Results of any pre-employment physical exam and mobility exams should be kept for a period of at least four (4) years.

D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work.

E. Records of awards, commendations, promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee shall be reviewed and approved by the City Manager prior to being inserted in the file. These should also be signed by the employee.

5. SALARY/WAGE REQUIREMENTS. The Federal Labor Standards Act (FLSA) requires Saratoga Springs to keep all of the following data on all employees for a period of at least three (3) years.

A. Employeeôs sex.

B. Time and day work week begins.

C. Hours worked each day and total hours worked each week.

D. Total daily or weekly straight-time earnings.

E. Total additions to, or deductions from, wages paid each pay period, including an explanation of items that make up additions and deductions.

F. Date of payment and pay period covered.

G. Total overtime above regular compensation for work week.

6. OTHER REQUIREMENTS. The following are additional record keeping requirements under federal and state laws that must be complied with:

A. Occupational Safety and Health Act (OSHA) record of injuries.

B. Employee Retirement Income Security Act (ERISA) record of pensions.

C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

SECTION XII: PERFORMANCE EVALUATIONS

1. GENERAL POLICY.

   A. Performance evaluations will consist of a review between the supervisor and the employee using Saratoga Springsô Performance Evaluation Form.

   B. It is the policy of Saratoga Springs that employee evaluations be conducted in a manner that will ensure fair treatment and an objective evaluation of employee performance.

   C. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.

   D. Objectives specify what should be achieved during an employeeôs employment with Saratoga Springs.

   E. There are certain fundamental principles which govern the establishment of goals, objectives, and performance standards, which include the following:

      (1) Participatory Goal Setting. In setting goals and objectives of employees, the supervisors should seek to involve employees in the process.

      (2) Outline Results to be Achieved. There should be room for flexibility. The supervisor should discuss with the employee how much will be done, when it needs to be completed, and what resources will be required.

      (3) Relate to Organizational Objectives and Goals. In the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization. This is the responsibility of each supervisor.

      (4) Define Objectives. Objectives must be clearly defined and understood by both employees and their supervisors. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.

      (5) Give Support. Employees should understand that they will be fully supported by their supervisors in pursuing the achievement of the mutually agreed upon objectives and standards.

2. PERFORMANCE PLANS.

   A. When time and circumstances permit, supervisors should complete a written

performance plan with their new employees. When circumstances do not permit, supervisors should complete a written performance plan with their new employees as soon as possible given the existing constraints. Performance planning is a continuing and collaborative process in which employees and their supervisors:

(1) Jointly identify objectives for the next performance evaluation period.

(2) Define priorities and performance standards for the next performance period.

(3) Compare progress against expectations and revise the plan, when necessary.

B. The performance plan shall include goals and objectives, mutually acceptable performance standards, and a prioritization of goals and objectives.

C. Both employees and their supervisor shall sign the performance plan. The employee shall receive a copy from their supervisor who shall retain a copy.

3. PERFORMANCE STANDARDS.

A. Performance standards and expectations shall be established for each employee. Employees shall participate in the establishment of performance standards and expectations relevant to their jobs.

B. Employees shall be advised of how they are performing in relation to established standards.

C. Performance evaluations are an ongoing process which requires that supervisor and subordinates meet periodically to discuss achievements, review performance and mutually agree on strategies to eliminate performance deficiencies. This ongoing process culminates in the written evaluation at the end of the annual performance evaluation period.

D. Employees shall be made aware of the time frames and actions to be taken to improve performance and to increase the value of service.

E. Employees shall know what role their supervisors shall play in providing them with assistance toward improved performance.

F. Under no circumstances should employees be allowed to prepare their own performance evaluation. It is the responsibility of the employeeôs supervisor to prepare performance evaluations.

G. Employees shall have the right to prepare relevant comments to accompany their

evaluations.

4. PERFORMANCE RATINGS.

A. Each employee evaluation shall provide an overall performance rating which can be equated to one of the following:

(1) Unsatisfactory. Performance fails to meet the minimum requirements of the position. Unsatisfactory progress has been made in response to corrective action. Removal from the job/position or termination is recommended.

(2) Marginal. Performance does not meet all requirements of the job/position. Some unsatisfactory progress has been made in response to corrective action.

(3) Satisfactory. Performance meets all requirements of the job/position.

(4) Good. Performance exceeds all requirements of the job/position.

(5) Exceptional. Performance consistently far exceeds all requirements of the job/position.

5. PERFORMANCE PERIODS.

A. Probationary employees.

(1) Employees on probation shall have performance evaluations following the end of their probationary period as specified in III.4.G.

(2) The performance evaluations may be used to provide information to both the employee and management regarding the employeeôs performance.

(3) Probationary employees should understand that their performance evaluations and the results of such evaluations shall not obligate Saratoga Springs to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their jobs/positions.

B. Permanent employees.

(1) Performance evaluations will be completed at least annually.

(2) Although a salary adjustment never automatically follows a performance evaluation, the performance evaluation will be included as a component of

any future compensation increase.

6. CONFIDENTIALITY.

A. Completed performance evaluations shall permanently remain in the employeeôs personnel file and become a part of the private information of that file.

B. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions.

SECTION XIII: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. GENERAL POLICY. Saratoga Springs will pay at least minimum wages and overtime, as defined in the Fair Labor Standards Act, to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Saratoga Springs will also provide compensation in accordance with equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.

2. EMPLOYMENT CLASSIFICATIONS. There are four classifications of employees within Saratoga Springs:

   A. Full-time. An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full-time employees may or may not qualify for specific Saratoga Springs benefits.

   C. Part-time. An employee hired for an indefinite period in a position for which the normal work schedule is less than forty (40) hours per week. Part-time employees do not qualify for Saratoga Springs benefits, unless required by law.

   C. Temporary. An employee hired for a position which is required for only a specific, known duration, usually less than six (6) months. Temporary employees do not qualify for Saratoga Springs benefits.

   D. Seasonal. An employee hired for a position which is required only for the summer or winter months. Seasonal employees do not qualify for Saratoga Springs benefits.

3. EMPLOYMENT STATUS. To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or non-exempt, with respect to eligibility for overtime payment. They shall be defined as:

   A. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.

   B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes that are covered by provisions for minimum wage and mandatory overtime payment regulations.

4. WORK ~~WEEK~~PERIOD.

   A. Begins on Sunday morning at 12:00 a.m. (midnight).

B. Ends on Saturday evening at 11:59 p.m.

C. ~~Employees engaged in public safety activities (Police Officers and~~ Firefighters~~)~~ work a 28 day work period.

D. Police Officers work a 14 day work period.

E. All other employees work a 7 day work period.

5. WORK DAYS.

A. Full Time: All full time employees are required to work Monday ï Thursday unless otherwise approved by, or as directed by the City Manager, or designee in writing, which approval may be rescinded at any time for any reason.

B. Part Time: As directed by the City Manager, or designee.

C. Employees engaged in public safety activities (Police Officers and Firefighters), as directed by the City Manager, or designee.

6. WORK HOURS.

A. Full Time: All full time employees shall be required to work 7:00 a.m. - 6:00 p.m. with a one hour lunch break unless otherwise approved or as directed by the City Manager, or designee in writing, which approval may be rescinded at any time for any reason.

B. Part Time: As directed by the City Manager or designee.

C. Employees engaged in public safety activities (Police Officers and Firefighters), as directed by the City Manager, or designee.

7. ATTENDANCE. Employees shall be in attendance at their work stations or at their assigned work locations during normal working hours.

8. BREAKS AND LUNCH PERIODS.

A. Full-time:

(1) Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard work day. Breaks cannot be used to extend the lunch period or shorten an employeeôs work hours.

(2) Lunch: One (1) hour unpaid lunch period during a standard work day.

B. Part-time: As directed by the City Manager, or designee.

C. Employee breaks and lunch periods will be taken at the discretion of the City Manager, or their supervisor, to ensure continuity in the flow of work.

D. If employees choose to work through their paid breaks, it is their decision to do so and employees will not be given extra compensation for the extra time or be allowed to leave early because of working through paid breaks.

E. Breaks and lunch periods for employees engaged in public safety activities, such as Police and Fire Departments, shall be established as directed by the City Manager, or designee.

F. Minors under the age of 18 are entitled to a meal period of at least 30 minutes not later than five hours from the beginning of their shift. A rest break is required for minors of at least 10 minutes for every three hour period or part thereof that is worked.

~~9. COMPENSATORY TIME OFF.~~

~~A. Employees may receive compensatory time off in lieu of overtime pay at the Cityôs discretion. The City shall not require an employee to receive compensatory time in lieu of overtime. The City Manager, or designee, reserves the right to schedule when an employeeôs accrued compensatory time will be used. Written employee requests to use their accumulated compensation time during specific dates and times must be approved by the City Manager, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Saratoga Springs.~~

~~B. Employees may not accrue more than forty (40) hours of compensatory time off.~~

~~C. Under the direction of the City Manager, each department head may set their own maximum compensation time accrual limits not to exceed the amounts listed above.~~

~~D. Compensation time off will be accumulated at the overtime rate of 1.5 and one-half (1.5) hours for every hour worked, for all overtime hours, as defined by the FLSA, worked.~~

~~10~~9. OVERTIME PAY.

A. For ~~employees engaged in Law Enforcement Public Safety activities,~~ Police Officers, overtime pay applies for over ~~one hundred sixty~~eighty (~~160~~80) hours worked in a work period consisting of ~~twenty eight~~fourteen (~~28~~14) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the

regular hourly rate of the employee.

B. For ~~employees engaged in Fire Protection Public safety activities~~firefighters, overtime pay applies for over two hundred twelve (212) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

C. For employees ~~not engaged in Public safety activities~~who are not Police Officers or Firefighters, overtime pay applies for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

~~D.~~F. Paid time off (PTO) and short-term medical leave (STM) do not count as hours worked and do not contribute towards overtime calculations.

~~E.~~G. Holiday Pay. The following pertains to ~~all~~ full-time employees:

(1) Police Officers receive regular straight-time pay for the time worked, plus 10 hours of holiday pay. Holiday pay hours are not considered as hours worked and do not count towards overtime hours.

(2) Firefighters receive 120 hours of holiday leave time to be used in lieu of Holidays. Holiday hours are given on the first pay period of July and do not rollover from year to year. Any holiday hours unused after the last pay period of June will be forfeited. Holiday pay hours are not considered as hours worked and do not count towards overtime hours. Unused holiday hours for firefighters do not get paid out when an employee leaves employment with Saratoga Springs.

(3) For employees not engaged in Public safety activities, employees are given the holiday off and paid straight-time for those hours. Holiday hours do count as hours worked and count towards overtime.

H. In order to provide necessary staffing on certain holidays, part-time firefighters shall receive pay at one and one-half (1.5) times the regular hourly rate for any time worked on the following holidays: New Yearôs Day, Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.

E. Overtime shall be approved by the City Manager, or designee, in writing before worked, except for Public safety activities, such as Law Enforcement Officers and Firefighters. Overtime shall be authorized for personnel only when necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination**.**

(5) Public safety activities, such as Law Enforcement Officers and Firefighters, may work

overtime without prior authorization only in emergency situations.

(6) Public safety activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible with the overtime worked.

11. TIME KEEPING~~SHEETS~~. Non-exempt employees will use the Cityôs time keeping program to document their time at work. This includes clocking in at the start of a work shift and clocking out at the end of a shift. In some situations, as approved by Human Resources, in lieu of using the Cityôs time keeping program employees will complete and sign~~, as verification of accuracy,~~ an Employee Time Sheet showing all hours worked, including overtime, and submit the time sheet to ~~the City Manager, or designee~~their supervisor~~,~~ for examination and filing. ~~The City Manager or designee may implement an electronic system so long as the system contains the same or greater measures of accuracy.~~

12. OUTSIDE EMPLOYMENT IN OFFICAL CAPACITY

The City receives requests from time to time for employeesôto be hired in their official capacity by outside organizations. For example, Police Officers are often hired to provide security at high school football games. In these situations, the following polices must be followed:

A. Any outside employment in an employeeôs official capacity must be preauthorized by the City Manager.

B. Any outside employment may not interfere with the regularly scheduled duties of an employee nor cause an undue burden on the City or department.

C. Employees shall continue to follow all City and departmental policies while engaging in these extra work shifts.

D. The City shall enter into a written agreement prior to work commencing.

E. The outside organization shall compensate the City, not the employee, for the work performed per the written agreement.

F. The City shall compensate the employee using the standard payroll process. Special checks will not be cut for these shifts. Employees will be compensated at the time of the next regularly scheduled payroll.

G. The City shall withhold 15% of the hourly rate to compensate the city for payroll taxes, retirement benefits, insurance, vehicle, and other administrative costs. In no case shall the compensation be less than what is required per FLSA standards.

SECTION XIV: SALARY PLANNING

1. GENERAL POLICY. The City of Saratoga Springs, Utah wishes to implement a policy with respect to the salaries of elected officers, statutory employees, and all other employees, whether exempt or nonexempt under the Federal Fair Labor Standards Act. This policy shall at no times trump, replace, or take precedence over the City Councilôs legislative discretion to determine the compensation of its employees.

To maximize efficiency and performance, the Cityôs policy is to reward employees for performance and not merely longevity or other measures. Therefore, all employees shall be evaluated by the City Manager or designee for performance of their duties to determine whether they are eligible for an increase in compensation. The City Manager under the direction of the City Council shall adopt reasonable and objective criteria for determining the performance of its employees and the appropriate compensation.

~~The City Manager, in conjunction with the City Council, shall be responsible for the development and maintenance of a uniform and equitable pay plan for Saratoga Springs which shall consist of minimum and maximum rates of pay for each position and such intermediate rates as deemed necessary and equitable. Salaries should be linked directly to the position classification plan and may take into consideration the following factors:~~

~~A. Ranges of pay for other positions.~~

~~B. Prevailing rates of pay for similar employment in both public and private organizations.~~

~~C. Cost of living factors.~~

~~D. Other benefits received by employees.~~

~~E. The financial policy and economic conditions of Saratoga Springs.~~

2. PAY PLAN DEVELOPMENT AND ALLOCATION.

~~A. The City Manager, or designee, shall conduct a study of salary levels and may make adjustment recommendations to the City Council each year as part of the budget process. Implementation of adjustments are subject to the availability of funds and the legislative discretion of the City Council.~~

A. Salary Schedule

(1) In an effort to be competitive with cities of comparative workforce size, population, and rate of growth, the City Council has selected a number of benchmark cities for comparison of salaries.

(2) Based on satisfactory job performance, the City Council will attempt to compensate its employees up to a percentile adopted by the

Council during the budget process based on the salaries and compensation of benchmark cities listed below. The total amount of compensation will be determined on a yearly basis subject to the discretion of the City Council as part of the budget approval process.

(3) The City Manager shall make a recommendation to the City Council during the budget submittal for compensation of City employees. Said recommendation shall be based on performance, a comparison of the benchmark cities, and the relative financial condition of the City.

(4) At no time shall this Salary Schedule be interpreted as contractual and/or binding on the City. The City Council has the legislative discretion under the Utah Constitution to determine the compensation of its employees.

(5) ~~B.~~ The City Manager should assign each position ~~level~~ to a pay range based upon the levelsô relationship to other levels as defined in the position level plan and by market data.

B. Benchmark Cities. The City intends to use benchmark cities in the Councilôs determination of compensation. These cities should be selected because of their similarities in population, workforce size, and rate of growth. This list is not all-inclusive and is subject to change at any time by the City Council as adopted during the budget approval process.

(1) American Fork City, Utah
(2) Cedar Hills City, Utah
(3) Centerville City, Utah
(4) Clinton City, Utah
(5) Draper City, Utah
(6) Eagle Mountain City, Utah
(7) Farmington City, Utah
(8) Herriman City, Utah
(9) Highland City, Utah
(10) Lehi City, Utah
(11) North Ogden City, Utah
(12) North Salt Lake City, Utah
(13) Payson City, Utah
(14) Pleasant Grove City, Utah
(15) Riverton City, Utah
(16) South Jordan City, Utah
(17) South Ogden City, Utah
(18) South Salt Lake City, Utah
(19) Syracuse City, Utah

(20) Washington City, Utah
(21) Special service districts for Public Works
(22) Special service districts, Counties, and Unified Police and Fire for Public Safety.

C. Legislative Discretion. The City recognizes that the setting of salaries of public employees is a legislative decision. The City Council has the authority and ability to at will raise and lower salaries and benefits during the continuance of an employeeôs term or period of employment. Salaries of public employees are to be determined by the City Council on a yearly basis as part of the budget approval process based on the recommendation of the City Manager. No employment contract whether written, oral, express, implied, or otherwise, except for contracts approved by the City Council and signed by the Mayor, may affect the Councilôs legislative decision and shall not obligate the City with respect to a pay increase.

3. APPOINTMENT.

A. Pay for newly hired employees should normally be set at the minimum of the pay range assigned to a job class. However, the City Manager may approve hires as warranted by job qualifications and experience and subject to the availability of funds and the discretion of the City Council.

B. The City Manager shall not authorize hiring above the top of a pay range unless the City Council gives prior approval and the candidate is exceptionally qualified.

4. PAY FOR PERFORMANCE.

A. The City Manager, upon approval of the City Council, shall adopt performance increase guidelines effective July 1 of each ~~calendar~~ fiscal year subject to funding in the approved budget.

B. Permanent full-time and part-time employees are eligible to receive a performance increase, subject to the legislative discretion of the City Council.

C. Employees at or above the pay range maximum and employees whose performance is rated less than successful, shall not be eligible to receive a performance increase.

D. A part-time employee is eligible to receive a performance increase in the same amount of elapsed calendar time on the job as a full-time employee.

E. The City Manager, or designee, must complete an employeeôs performance evaluation at least within thirty (30) days prior to preceding the effective date of a performance increase.

F. A performance increase shall not exceed the range of maximum assigned to a position level, unless the City Council approves the increase in advance and the employee is exceptionally qualified.~~.~~

5. SALARY ADJUSTMENT.

A. The City Manager may recommend a salary adjustment in order to mitigate inequities, pay freezes, or other external market conditions.

B. The City Manager shall submit a written rationale supporting the recommendation to the City Council.

C. A salary adjustment is subject to the availability of funds and approval the City Council.

6. BONUS. The City Manager may grant a one-time bonus in lieu of a pay rate change to an employee who has been paid at or above the range maximum range for at least one (1) year, provided the employee has received a successful or outstanding performance rating. As approved by the City Council, the City Manager may approve performance bonuses for all employees.

7. PROMOTION.

A. At the discretion of the City Manager, a salary increase shall be granted to an employee receiving a promotion.

B. The City Manager may approve an increase to the new wage when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualifications and subject to the availability of funds and the discretion of the City Council.

8. REASSIGNMENT. Except when due to a demotion, or a disciplinary action, layoff, reorganization, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.

9. RECLASSIFICATION.

A. If the City Manager reclassifies a position to a higher level, the City Manager shall adjust the employeeôs salary to at least the minimum of the new range based upon increased responsibility. The City Manager may temporarily increase the wage of an employee who is assigned to an interim or acting position.

B. A reclassification increase is subject to the availability of funds and the discretion of the City Council.

C. If the City Manager reclassifies a position to a lower level of responsibility, the employeeôs salary may remain the same.

10. DEMOTION. If an employee is demoted, either voluntarily or involuntarily, the City Manager may reduce the salary to the applicable pay range.

11. BENEFITS.

A. Suspended Employee.

(1) An employee suspended without pay for disciplinary reasons shall continue to be eligible to receive the following Saratoga Springs benefits: retirement, health, dental, disability and life insurance programs subject to the conditions set forth in paragraph 11.A. (2) below except as otherwise provide by law.

(2) The employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.

B. Part Time Employee.

(1) Part-time, temporary and seasonal employees do not qualify for benefits regardless of the number of hours worked except as otherwise provide by law.

SECTION XV: PAYROLL ADMINISTRATION

1. PAY PERIODS. The Fair Labor Standards Act ~~requires~~ allows ~~that~~ wages to be calculated on a periodic basis consisting of twenty eight (28) days for ~~employees working in Public safety activities~~Firefighters, ~~such as Law Enforcement and Firefighters~~, fourteen (14) days for police officers, and requires that wages be calculated on a weekly basis for employees not working in Public safety activities, unless an exception is granted by the Department of Labor.

2. PAY DAYS. Saratoga Springsô pay days are as follows.

   A. Employees will be paid every two (2) weeks.

   B. Elected officials and the Justice Court Judge will be paid on the ~~second~~ first pay period of each month.

3. MINIMUM WAGE/SALARY. The Fair Labor Standards Act requires that Saratoga Springs pay an employee at least the minimum wage as a gross wage/salary, calculated before the legally required pay deductions.

4. PAY DEDUCTIONS. Saratoga Springs is permitted to make deductions as required by law (ñMandatoryò) or as authorized (ñOptionalò) by their employees. The following is a checklist of payroll deductions:

   A. Itemized Deductions.

      (1) Mandatory:

         (a) Social Security (except for full-time employees).
         (b) Federal Tax.
         (c) State Tax.
         (d) Medicare Tax.

      (2) Optional:

         (a) Health Insurance
         (b) Dental Insurance
         (c) Vision Insurance
         (d) Life Insurance
         (e) AFLAC Insurance
         (f) Retirement Savings Contributions
         (g) Cafeteria Plans
         (h) Health Savings Account Contributions
         (i) Police Association
         (j) Firefighter Association

(k) Charitable Contributions
(l) Garnishments

5. TAXABLE FRINGE BENEFITS. It shall be the policy of the City to comply with IRS regulations regarding the taxability of fringe benefits for all employees. When applicable, taxable fringe benefits will be paid through the payroll system or the appropriate amount of tax withheld through the payroll system. The City shall follow the regulations found in the IRS publication: *Fringe Benefit Guide-Office of Federal, State, and Local Governments*.

A. Clothing

To be non-taxable, four conditions must be met: (1) the employee must wear it as a condition of employment, (2) the employee must be prohibited from wearing it off-duty, (3) the clothing must have a readily distinguishable logo, and (4) the clothing must not be suitable for taking the place of regular clothing.

Any clothing that is suitable for taking the place of regular clothing is to be included on the employeeôs W-2. It is not enough that the employee is prohibited by policy from wearing the clothing outside work. Polo shirts with City logos, jackets, cargo pants, and blue jeans are considered to be suitable for everyday use and must be included on the W-2. For an example, a Carhart outerwear jacket worn by maintenance crews can be worn as street-wear, so it is not considered to be a uniform. If a similar item of clothing can be purchased from a retail store like Wal-Mart, then the clothing is considered to be suitable for everyday use. There is no de minimis amount. Even if the clothing is required to be turned back in at the end of the employeeôs employment, it is still to be included on the W-2 as a benefit.

Uniforms that can be excluded from the W-2 include law enforcement and firefighter uniforms. Protective or safety clothing (steel-toed boots, work gloves, hard hats, safety glasses) required by an employer, although it may have some personal use, can be excluded from reporting on the W-2.

B. Cash awards and gift certificates given to employees

All cash, gift cards and gift certificates, and all awards must be reported and taxed as income to the employee.

C. City Provided Vehicles

Vehicles owned by the City are provided to employees for the convenience of the City and to allow the employees to perform their duties in a safer environment. Personal use of City owned vehicles is not permitted (including commuting from home to work) unless approved, in advance, by the City Manager or designee. Any personal use of City owned vehicles is considered taxable compensation and will be reported through the payroll system. The City will determine the rule that will be used to value this benefit based on the IRS Regulations in effect for such personal use. Emergency vehicles are exempt from this requirement.

SECTION XVI: REIMBURSABLE EXPENSES

1. GENERAL POLICY. If the requirements of this section are met, and so long as prior approval is given, legitimate expenses will be reimbursed by Saratoga Springs to the employee. Receipts should be required to reimburse the employee. Records must be kept reflecting the amount of reimbursement each employee has received.

2. TRAINING AND CONFERENCES. If required to attend training seminars, conferences, or briefings to gather information, an employee will be reimbursed for any tuition or fees. In addition, nonexempt employees are eligible for overtime under FLSA if hours worked exceed the appropriate overtime threshold. Social and other events not related to obtaining job related skills shall not be considered hours worked.

3. TRAVEL POLICY.

   A. All travel outside of the City limits shall be authorized by the Department Head. All Department Head travel shall be authorized by the City Manager or designee.

   B. The least expensive means of transportation is required.

   C. The City Manager or designee shall authorize overnight use of City vehicles for travel purposes.

   D. The City encourages the use of city owned vehicles when they are available.

   E. Unanticipated travel costs in conjunction with the use of City vehicles may be paid by the employee with receipts being kept for reimbursement. When feasible, the employee shall obtain advance approval from the Department Head and City Manager before incurring such costs.

   ~~F.~~H. All hotels or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips. If such payment in advance is not possible, the City shall reimburse to the employee the cash amount of the cost of such pre-approved sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such authorized purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement.

   ~~G.~~I. Receipts for hotel and sleeping accommodations, airline and ground transportation shall be turned into the City by the employee as a verification of attendance, no matter regardless of the form of payment, immediately upon return.

   ~~H.~~J. If an employee elects to use his or her own vehicle when the City prescribes another form of transportation, the City will not cover the employeeôs vehicle for property damage insurance. Use of an employeeôs personal vehicle may be authorized when circumstances warrant and must be approved by the City

Manager or designee. When the City prescribes the use of a City vehicle and the employee opts to use a personal vehicle, the City will reimburse mileage based upon the current mileage reimbursement rate established by the GSA under the category ñwhen a government vehicle is available.ò

~~I.~~K. Specific employees may be authorized a monthly travel allowance, according to regulations approved by the City Council.

~~J.~~L. If airline service is available to the conference and the employee elects to drive, the mileage reimbursement shall not exceed the cost of the lowest airfare and ground transportation.

K. Meals and Incidental Expenses (M&IE) rates shall be established as follows:

(a) Travel that requires an overnight stay shall be compensated by the GSA established allowances for M&IE. These amounts may be either advanced after submission and approval of travel request, or reimbursed after presentation of receipts. If an employee is requesting M&IE compensation above the established GSA the employee must submit all receipts for approval from City Manager or designee.

(b) No M&IE shall be authorized for spouses of employees or others traveling with the employee at their own expense (Please note: the City Manager or designee, however, may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee).

(c) If meals are provided and an employee elects to eat elsewhere the employee may request to be reimbursed by providing receipts for qualifying meals.

SECTION XVII: BENEFITS

1. WORKERSôCOMPENSATION.

   A. Employees may use accrued PTO or short-term medical leave to make up the difference between workersôcompensation benefits and their base pay not to exceed the employeeôs regular take home pay based on non-overtime hours regularly worked and usual payroll deductions.

   B. Medical Attention. An employee who sustains a bona fide, on-the-job injury should follow the Cityôs policy for seeking medical attention. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).

   C. Initial Reporting of Illness or Injury. Reporting the accident or illness is critical to qualification for payment under workersôcompensation. If an employee is injured while on the job, no matter how minor, the circumstances shall be reported to the City Manager or designee immediately. After Form 122 is filled out, a copy must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury that results in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. First aid cases need not be submitted to the Industrial Commission unless a physician is required to report.

   D. Reporting while off the Job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact their supervisor or the City Manager or designee to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.

   E. Return to Service. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.

   F. At the time of final release or settlement of a workersôcompensation claim, if no vacancy exists and if a reasonable effort, which has proven to be unsuccessful, has been made to place the employee in another position, the employee may be terminated.

2. INSURANCE.

A. Medical Health Insurance. It is the policy of Saratoga Springs to pay 90% of the cost of a health insurance premium.

B. Life Insurance. A basic life insurance policy is provided free of charge for each employee at Saratoga Springsô expense.

C. Insurance Termination and Conversion.

(1) Termination. When an employee is terminated from employment with Saratoga Springs, the City will cease making contributions to the employeeôs insurance plans. Health and dental insurance coverage will continue until the end of the month that the employee terminates.

(2) Conversion.

(a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available for those employees who resign or are terminated from employment or if work hours are reduced, which making the employee no longer eligible to participate in the health insurance plans. Employees may have the right to continue to participate in a COBRA program through the City for up to eighteen (18) months at the employeeôs expense, subject to current state and federal law.

(b) Eligible dependents may also extend coverage, at their expense, for up to thirty-six (36) months in City health insurance plans in the event of the employeeôs death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan, subject to current state and federal law.

3. STATE AND FEDERAL UNEMPLOYMENT. All employees, whether regular, part-time, or temporary, are covered by the benefits of State and Federal Unemployment.

4. CONTINUING EDUCATION. Employees are encouraged to obtain continuing education through attendance at job-related seminars. Requests for attendance must be approved in advance by the City Manager, or designee.

A. Required by Saratoga Springs: When Saratoga Springs requires an employee to attend any education, course, or training course, conference, seminar, or certification course, Saratoga Springs will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging.

B. Encouraged by Saratoga Springs: Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon successful completion of relevant training courses, employees may be reimbursed for tuition fees, materials, and other necessary and approved expenses upon prior approval by the City Manager, prior budget approval, signing of contract to reimburse, and presentation of proper receipts. Proof of successful completion will include one of the following:

(1) A certificate indicating successful course completion, if applicable.

(2) A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.

(3) A passing grade on a pass/fail grading system.

5. RETIREMENT SYSTEM. Additional details are available from the City Manager.

A. All full time Saratoga Springs employees are covered by the Utah State Retirement Systems, unless otherwise authorized by the City Council according to State Law.

B. The cost of this program is paid for by the City and the percentages set by the Utah State Retirement Systems.

C. The City has opted out of Social Security benefits for full-time employees. In lieu of social security contributions, the City shall contribute an amount equal to the current social security contribution amount to an employeeôs 401(k).

D. In Revenue Ruling 2006-43, the IRS clarified its rules governing employer ñpick-upò (member contributions paid by employer in pension plans) elections to require a formal action annually. The City of Saratoga Springs wishes to be in compliance with Utah Code 49 and the IRS ruling 2006-43. The City of Saratoga Springs agrees to pick up the required member contribution for all eligible employees required to contribute to the Utah Retirement System non-contributory Retirement Plan. The City shall renew this employer pickï up annually during the budget process.

SECTION XVIII: FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. GENERAL POLICY.

   A. The Family and Medical Leave Act of 1993 requires the City to provide up to a total of twelve (12) weeks of unpaid, job-protected leave during any twelve (12) month period for eligible employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family for specified family or medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. A public agency is further defined under Section 3(x) of the Federal Labor Standards Act to include Saratoga Springs. Eligible employees are entitled to 12 workweeks of leave in a 12-month period for: the birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement; to care for the employeeôs spouse, child, or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job; any qualifying exigency arising out of the fact that the employeeôs spouse, son, daughter, or parent is a covered military member on ñcovered active duty.ò

   C. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.

   D. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy when medically necessary. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and Saratoga Springs mutually agree to that arrangement.

      (1) Intermittent leave is leave that is not taken consecutively.

      (2) A reduced leave schedule is a leave schedule that reduces the usual number of hours per work week or hours per work day.

2. ELIGIBILITY. To be eligible for FMLA leave, an employee must:

   A. Have been employed for at least twelve (12) months by the employer.

   B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with that employer during the previous twelve (12) months.

3. LEAVE OPTIONS. At either the employeeôs or employerôs option, accrued paid leave may be substituted for unpaid leave.

4. NOTICE AND MEDICAL CERTIFICATION REQUIREMENTS. When an employee notifies Saratoga Springs of their request for FMLA leave, the City will provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form (Form WH-381). Saratoga Springs may require the employee to provide advanced leave notice and medical certification. Employees who are required to provide medical certification will use a Certification of Physician or Practitioner Form. Additionally, FMLA leave may be denied if the following requirements are not met:

A. The employee ordinarily must provide thirty (30) days advance notice when the leave is foreseeable. When this is not possible, the employee should provide such notice as is possible.

B. The employee may be required to provide the employer with medical certification to support a request for FMLA leave because of a serious health condition. If the employer requires a second (2nd) or third (3d) opinion, they will both be at the employerôs expense.

C. A fitness for duty report is required before an employee returns to work with the employer.

5 Servicemember FMLA Leave

Eligible employees may take Servicemember leave for either (or both) of the following reasons:

A. "Qualifying Exigency" (QE leave) arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency operation. ñQEò leave can be taken for up to 12 work weeks of available FMLA leave during any 12-month period. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

C. To care for a covered family member ("next of kin") who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating. Leave Duration for care of covered family member is for up to 26 workweeks of leave during a single 12-month period. (Leave may not exceed 26 weeks in a single 12-month period when it is combined with other FMLA-qualifying leave).

Important, servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

6. BENEFITS AND EMPLOYMENT STATUS.

A. During the FMLA leave, the employer must maintain the employeeôs health benefits coverage under any group health plan that the employee has with the employer.

B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employeeôs FMLA leave.

C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

SECTION XIX: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE.

   A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the City Manager, or designee.

   B. Any employee who is absent for three (3) or more consecutive work days without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be substituted by the City Manager, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.

2. PERSONAL TIME OFF (PTO). The city recognizes employees need time away from work for relaxation and to meet their needs when ill.

   A. PTO is available for full-time employees to use for paid time away from work. It may be used for any reason needed for time off such as vacation, illness or injury, personal business, family illness, etc.

   B. PTO will begin accruing on the first day of employment as shown in the following table and will continue to accrue on a pay period basis thereafter. Employees will not be eligible to use or be paid for PTO during their initial 90 days of employment. However, the city will allow leave without pay subject to the City Manager or their designeeôs approval.

   C. PTO Accrual

<table>
<tr><th colspan="6">FULL-TIME EMPLOYEES (2080 work hrs)</th></tr>
<tr><th></th><th>Years of Full-Time Service</th><th>Accrual Rate Per Pay Period</th><th>Yearly Equivalent</th><th>Payout Cap</th><th>Maximum Carryover</th></tr>
<tr><td>Step 1</td><td>0-5 Years</td><td>4.62 hrs</td><td>120 hrs</td><td rowspan="2">200 hrs</td><td rowspan="4">400 hrs</td></tr>
<tr><td>Step 2</td><td>5-10 Years</td><td>6.15 hrs</td><td>160 hrs</td></tr>
<tr><td>Step 3</td><td>10-20 Years</td><td>7.70 hrs</td><td>200 hrs</td><td>240 hrs</td></tr>
<tr><td>Step 4</td><td>>20 Years</td><td>7.70 hrs</td><td>200 hrs</td><td>280 hrs</td></tr>
</table>

FULL-TIME FIREFIGHTERS *(2880 work hrs)*					
	Years of Full-Time Service	Accrual Rate Per Pay Period	Yearly Equivalent	Payout Cap	Maximum Carryover
Step 1	0-5 Years	7.08 hrs	184 hrs	200 hrs	400 hrs
Step 2	5-10 Years	8.62 hrs	224 hrs		
Step 3	10-20 Years	10.15 hrs	264 hrs	240 hrs	
Step 4	>20 Years	10.15 hrs	264 hrs	280 hrs	

D. The maximum PTO carryover for employees is 400 hours. On January 1 of each year, any hours above the maximum carryover will be forfeited.

E. The City of Saratoga Springs has established a maximum payout cap for accrued PTO as stated in the chart above. Any hours accrued above the cap will be forfeited upon the cessation of employment.

F. Employees are required to obtain approval of PTO in advance of its use. Employees are required to complete a leave request form and submit it to their supervisor for signed approval. Employees should request their leave with as much advance notice to their supervisor as possible. Supervisors have authority to grant or deny PTO based upon the needs of their department at the time of the request. Supervisors should not withhold approval if the leave will not cause undue harm to the City or department. Employees may not use PTO after they have provided notice of a voluntary resignation unless approved in advance by the City Manager.

G. Employees who are not able to provide advanced notice for their leave request due to illness, injury, or other emergency situation should notify their direct supervisor, or the person designated by the Department Head, before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. A leave request form is required to be completed upon the employeeôs return to work. The City reserves the right to require a doctorôs notice of illness or injury if an absence is in excess of three working days.

H. If the City determines that an employee is abusing this policy the offending employee will be subject to discipline. Abuse of this policy includes not requesting prior approval for leave not related to illness or injury. Discipline will depend upon the severity of the offense and may include a verbal reprimand, written reprimand, suspension, demotion, probation, or termination.

I. The City Council reserves the right to increase the accrual rate for executives, department heads or other positions as part of a negotiated benefits package at the time of hire or promotion. Employees hired at an increased accrual rate will remain at that rate until they have reached the years of service required for an accrual rate increase unless otherwise negotiated.

J. FLSA non-exempt employees may use PTO in minimum increments of one quarter (1/4) hour. FLSA exempt employees may use PTO in minimum full work day increments.

K. PTO is paid at the employeeôs base rate. PTO hours used are not considered hours worked and do not contribute to the calculation of overtime.

L. Persons hired on an emergency, part-time, seasonal, temporary, or independent contractor basis shall not accrue PTO.

M. A holiday which falls during an employeeôs PTO shall be counted as a paid holiday and not as PTO.

N. An employee who is separated from employment may be compensated for all accrued PTO up to the amount listed in the chart in Section 2.C. above, unless the employee does not give their two weeksô notice as specified in Section X.2.A.(1).

O. All PTO requests should be submitted a reasonable time in advance of the desired time off to the City Manager, or designee. If the number of requests would render the department or organization ineffective, PTO shall be granted in order of application (first-come-first-served) at the discretion of the City Manager, or designee.

P. Any employee who uses PTO for an FMLA eligible purpose shall use FMLA leave concurrently to their PTO leave.

3. HOLIDAY LEAVE.

A. Holidays. Saratoga Springs will grant 100 hours of paid holiday time away from work to all full time employees. The holidays listed below are paid based on a 10 hour workday.

- New Yearôs Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- Presidentôs Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Pioneer Day (July 24)
- Labor Day (1st Monday in September)
- Veteranôs Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

In addition to the above recognized holidays, the City Council of Saratoga Springs may designate any other day as a holiday at their its discretion.

B. If any of the above holidays fall on a Friday, Saturday or Sunday, the holiday may be observed on another day. The City will follow the federal holiday schedule when holidays fall on a weekend. If employees are not scheduled to work on the federal holiday date, they will be able to take the holiday on another day but within one week of the holiday. For example, if a holiday falls on a Saturday, the federal holiday will usually be observed on a Friday. Since many employees are not scheduled to work on Friday, they should take the preceding Thursday or following Monday off work. In some cases where a department cannot operate with only half their staff, they may opt to spread the days off within the department. In these cases, each employee must take their day off work within one week of the holiday date.

4. SHORT-TERM MEDICAL LEAVE. Short-term medical leave with pay is available to full-time employees for periods of temporary absence due to short term illness or injury, to obtain necessary medical care or to care for family members. Full-time employees are eligible to earn and use short-term medical leave as described in this policy.

A. The following conditions apply to the use of short-term medical leave:

1. Short-term medical leave may only be accessed beginning the twenty fifth (25th) consecutive hour of work missed (34th for fire), with the exception of an employeeôs prescheduled surgery, hospitalization, full day of absence with a doctorôs note, or other event as determined by the city manager and/or designee. The twenty four (24) consecutive hours (33 for fire) will be charged against an employeeôs PTO and will not be adjusted or refunded.

2. Short-term medical leave may only be used to care for a family member if it is medically necessary and the leave is preapproved by the City Manager. It may only be accessed beginning the twenty fifth (25th) hour of work missed (34th for fire).

3. Short-term medical leave may only be used for thirteen (13) consecutive weeks. Employees may not use short term medical leave once long term disability coverage is available and/or has begun.

4. Short-term medical leave must be accompanied with medical documentation and submitted through Human Resources for approval.

B. Short-term medical leave will begin accruing on the first day of employment and will continue to accrue on a pay period basis thereafter. Each eligible employee shall accrue 40 hours of short-term medical leave annually.

C. Employees who are unable to report to work due to illness or injury should notify their direct supervisor, or the person designated by the department head, before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

D. Medical certification is required and the city reserves the right to seek additional opinions from a medical professional of their choice. If the City requires a second opinion, the medical costs will be the responsibility of the city. Periodic medical certification may be required throughout the leave time and short-term medical leave payments will discontinue at the time the employee is determined by a medical professional that he or she is fit for duty.

E. FLSA non-exempt employees may use paid short-term medical leave in minimum increments of one quarter (1/4) hour. FLSA exempt employees may use paid short-term medical leave in full work day increments.

F. A medical release may be required prior to returning to work.

G. Employees will be allowed to take intermittent short-term medical leave for a period of one (1) year from the date of the qualifying event as long as the intermittent leave relates to the qualifying event. Human Resources will be responsible to verify and approve all intermittent use of short-term medical leave.

H. Short-term medical leave is paid at the employeeôs base rate. Short-term medial leave hours used are not considered hours worked and do not contribute to the calculation of overtime.

J. An employeeôs accrued short-term medical leave hours will not be paid to the employee upon termination of employment for any reason including retirement.

K. The city also provides a Long-Term Disability Program for all benefited employees. Time requirements and qualifications are determined by the plan document.

L. Any employee who uses short-term medical leave shall use FMLA leave concurrently to their short-term medical leave.

5. PARENTAL LEAVE.

A. Upon the birth or adoption of an employeeôs child, the City shall allow the employee to use two weeks of short-term medical leave. These two weeks need not necessarily be consecutive days depending upon the circumstance of the employee and as approved by the City Manager or designee. Additional short-term medical leave may be used for medically necessary time off following the

guidelines of the short-term medical leave policy. Parental leave is only available to full-time employees.

B. During a parental leave period, an employeeôs PTO, short-term medical leave, and/or time toward their performance evaluation, if applicable, shall continue to accrue.

C. Saratoga Springs may fill vacancies created by parental leave with temporary or provisional appointments. At the expiration of the parental leave, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of parental leave shall be considered a voluntary resignation of their position and employment without notice.

6. INJURY LEAVE. Any employee injured on the job, however slightly, must report the fact immediately to the City Manager, or designee. It shall be the duty of the City Manager, or designee, to obtain information regarding the accident or injury and to complete and submit such reports as are required within 24 hours of the injury. Unused PTO may be granted in accordance with applicable rules and regulations. During injury leave periods, PTO, Short-term Medical leave, or time toward yearly performance evaluation shall not accrue, unless the employee is using PTO or STM unless an exception is granted by the City Manager, with approval of the City Council. However, injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leaves requires conformance with all workersô compensation regulations.

7. EMERGENCY LEAVE. The City Manager, or designee, may allow a permanent or probationary employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employeeôs short-term medical leave, PTO, or accrued compensatory time. The City Manager shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in excess of thirty (30) calendar days, an employeeôs PTO, short-term medical leave, or time toward their yearly performance evaluation, if applicable, shall not accrue.

8. MILITARY LEAVE. A permanent employee may be granted leave for active duty, for service in the National Guard or in the Armed Forces reserves for the purposes of fulfilling annual field training as required by state and federal law.

9. JURY LEAVE. A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any Saratoga Springs litigation in any municipal, county, state, or federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to Saratoga Springs. Paid leave will not be granted when the employee is serving as his or her own witness in financial and

related suits which he has initiated.

10. FUNERAL LEAVE. Employees may take leave of up to one week of paid time away from work in the event of a death of an immediate family member. Immediate family members are defined as a spouse, spousal-equivalent, sibling, parent or child of the employee. The leave is intended to support the employee when travel may be necessary or when there may be a need for them to handle family matters. The City Manager shall have the authority to authorize additional paid days off on a case by case basis. In the event of the death of another family member, a leave of up to three days of paid time away from work may be approved to attend funeral services. Requests shall be reviewed on a case by case basis and approved by the City Manager. Other family members are defined as grandparent, grandchild, in-laws, niece, nephew, aunt, uncle or cousin. The City Manager shall have the authority to authorize additional paid days off on a case by case basis. Funeral leave shall not be charged against accrued PTO.

11. ADMINISTRATIVE LEAVE WITH PAY.

An employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted or for any other reason as determined by the City Manager.

12. ~~9.~~ COMPENSATORY TIME OFF.

A. Employees may receive compensatory time off in lieu of overtime pay at the Cityôs discretion. The City shall not require an employee to receive compensatory time in lieu of overtime. The City Manager, or designee, reserves the right to schedule when an employeeôs accrued compensatory time will be used. Written employee requests to use their accumulated compensation time during specific dates and times must be approved by the City Manager, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Saratoga Springs.

B. Employees may not accrue more than forty (40) hours of compensatory time off.

C. Under the direction of the City Manager, each department head may set their own maximum compensation time accrual limits not to exceed the amounts listed above.

D. Compensation time off will be accumulated at the overtime rate of 1.5 and one-half (1.5) hours for every hour worked, for all overtime hours, as defined by the FLSA, worked.

E. Upon termination of employment with the City, an employeeôs full compensation time accrued hours will be paid out.

F. The City reserves the right to require an employee to use their compensation time accrued hours after a written notice of resignation has been given to the City if the employee takes time off work after the notice has been given.

~~12~~13. LEAVE WITHOUT PAY.

A. The City Manager, or designee, may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of their position and employment without notice.

B. A leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employeeôs PTO, short-term medical leave, and time toward their performance evaluation, if applicable, shall not accrue.

C. Leave without pay may~~shall~~ be granted:

(1) For education purposes when the employeeôs course of study will be of direct benefit to Saratoga Springs, their absence will not be a hardship for their department, and the employee agrees to return to work at the end of the leave without pay period.

(2) To attend funerals not covered by the funeral leave policy.

(3) To attend to an ill or injured member of the employeeôs immediate family when the absence is not covered by short-term medical leave or FMLA leave.

F. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the City Manager, or designee, may decide where if the leave without pay is warranted.

~~13~~14. DOCUMENTATION OF LEAVE. Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the City Manager, or their designee, as soon as possible. In some cases where official paperwork is not available, the City Manager, or their designate designee, may request that the employee supply additional information in writing to support the absence.

SECTION XX: GENERAL SAFETY

1. GENERAL POLICY. The following general safety rules will apply in all work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

   A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.

   B. Employees shall use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.

   C. Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair shall be properly secured.

   D. All accidents involving bodily injury or vehicular damage, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.

   E. Defective equipment shall be taken out of service and reported immediately to the supervisor or City Manager.

   F. Employees shall not operate equipment or use tools for which licensing and training has not been received.

   G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.

   8. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:

      (1) Road repair.

      (2) Construction areas.

      (3) Vehicle maintenance areas.

      (4) Swimming pools.

      (5) Animal control.

      (6) Power plants.

      (7) Sewers.

2. PROPER USE OF Saratoga Springs EQUIPMENT AND TOOLS. The use of Saratoga Springs equipment or tools for private purposes is strictly prohibited. However, reasonable use of Saratoga Springs tools and equipment in emergencies to protect property and preserve life is authorized.

   A. Employees shall be required to attend training provided by Saratoga Springs, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employeeôs job description. Employees may attend additional training as approved by the City.

   B. A commercial driverôs license (CDL) and medical examinerôs certificate is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driverôs license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driverôs license at four (4) year intervals.

   C. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

   D. Employees shall keep the agency vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

SECTION XXI: UTAH OSHA REQUIREMENTS

1. GENERAL POLICY. It is the policy of Saratoga Springs to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

2. POSTING UOSHA NOTICES. Saratoga Springs will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the City Manager when they have questions about any of the standards which are provided under UOSHA.

3. INSPECTION PROCEDURES. All employees should follow the procedures listed below in the event an inspector from UOSHA presents themselves on the job site.

   A. If an inspector arrives on the job site, an employee should understand that they are not authorized to offer any information requested by the inspector.

   B. The employee will inform the inspector that the employee will contact the City Manager, Supervisor, or designee, who will accompany the inspector during any inspection.

   C. The City Manager should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSHA inspector shows up on the job site.

   D. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the City Manager, or designee, should ask the inspector to reveal their credentials and should examine them before allowing an inspection of the job site.

   E. The City Manager, or designee, should not refuse an inspection of the job site where the inspector does not have a warrant to inspect.

   F. If the credentials are appropriate, and before beginning the inspection, the City Manager, or designee, should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the City Manager, or designee, should request a copy of the complaint. This will help Saratoga Springs correct any safety problems (Please Note: Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

   G. The City Manager, or designee, should accompany the inspector during the entire inspection of the job site.

H. The City Manager, or designee, should take notes throughout the entire inspection. The City Manager, or designee, should note every comment and observation made by those participating in the inspection. If photos, videotapes or samples are taken, the agency should take duplicate photos, videos or samples. The City Manager, or designee, accompanying the inspector should not volunteer any unsolicited information.

4. ACCIDENT REPORTING PROCEDURES.

A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the City Manager or their supervisor, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by the City Manager, or designee, shall be subject to disciplinary action, up to and including termination.

B. The City Manager, or designee, will investigate the job related injury to determine the cause of the injury.

C. Saratoga Springs shall contact UOSHA within eight (8) hours of the occurrence of any job related death, disabling, serious, or significant injury, and/or any occupational disease.

D. Saratoga Springs shall file the required report with UOSHA within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.

E. Saratoga Springs shall keep a copy of the UOSHA report in their UOSHA File.

F. Saratoga Springs shall give the employee a copy of the UOSHA report and explain the employeeôs rights and responsibilities concerning the work related injury or occupational disease.

G. If an employee later dies as a result of work related injury, Saratoga Springs shall file a report with UOSHA within seven (7) days of first knowledge or notification of the death.

SECTION XXII: CONFINED SPACE ENTRY

1. GENERAL POLICY. Saratoga Springs shall have a written confined space entry policy, if required in accordance with Volume 29 Code of Federal Regulation 1910.146.

2. REQUIREMENTS. When required, the written confined space entry policy shall include at least the following:

   A. Annual training on confined space issues.

   B. A review of potential confined spaces.

   C. A permitting system for entering permit-required confined spaces.

   D. A rescue plan for managing confined space incidents.

   E. Protocols for managing contractors doing work in Saratoga Springsô confined spaces.

   F. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

SECTION XXIII: DISASTER RESPONSE PLANNING

1. GENERAL POLICY. Saratoga Springs has developed the following Disaster Response Plan using, in part, a Disaster Response Planning Guide. All employees will be expected to adhere to this Disaster Response Plan to the maximum extent possible and practicable.

2. EMPLOYEE DISASTER NOTIFICATION.

   A. Supervisors are responsible for notifying all City employees of the disaster response action to be taken in the event of a disaster or pending disaster, if possible.

   B. Notification for Saratoga Springs employees will be made using a diagram developed by the City Manager, or designee.

3. DISASTER RESPONSE PLAN. Following a Disaster:

   A. Employees already at work will assess the disaster and take whatever evasive action is deemed necessary, within the law, to protect themselves, their fellow employees, and the public in general.

      (1) Employees will report to the City Manager, or designee, as soon as practical and await instructions.

      (2) Use of all Saratoga Springs vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employeeôs supervisor during an emergency situation.

      (3) Employees will be allowed to contact their families as soon as their supervisor can allow this action to be taken.

   B. Employees not at work will assess the disaster and take whatever evasive action is necessary, within the law, to protect themselves and their families.

   C. Employees not at work will contact the City Manager, or designee, as soon as practical for further instructions.

4. SUSPICIOUS PERSON OR ASSAILANT THREATS.

   A. Be Prepared. Saratoga Springs has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

      (1) Employees will use the name of the City Manager, or designee, that they are addressing, repeated again, to alert the City Manager, or designee, of a threatening situation. An example following this procedure would be:

ñMr. (Last name of the City Manager), Mr. (Last name of the City Manager), could you please come to the front deskò.

(2) Employees will physically signal to supervisors or employees that a threatening situation exists. An example following this procedure would be: An employee would momentarily rub both of their ears with both of their hands at the same time.

B. Be Observant. Saratoga Springs has developed a Suspicious Persons or Assailants Identification Checklist for employees to use. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

5. TELEPHONE BOMB THREATS.

A. Be calm and courteous to the caller. Employees will notify the City Manager, or designee, using a prearranged signal while the caller is on the line. An example following this procedure would be: throwing a pencil or other small item near the City Manager, or designee, followed by rapidly waving the arm to get their attention. The employee will communicate with the City Manager, or designee, by using or passing notes. The employee will not attempt to talk to the City Manager, or designee, by putting their hand over the phone and talking or whispering.

B. Be Attentive. Saratoga Springs has developed a Telephone Bomb Threat Checklist for employees to use. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

7. MAIL LETTER AND PACKAGE BOMB THREATS.

A. Be Cautious. Visually assess the letter or package and inform the City Manager, or designee, or anything unusual. It is always better to be safe than sorry!

B. Be Careful. Saratoga Springs has developed a Mail Letters and Packages Bomb Recognition Checklist for employees to use. Unusual weight, shape, or other details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

8. SUSPICIOUS ARTICLE THREATS. Be Alert. Report all suspicious articles to the City Manager, or designee. Do not touch, pick up, shake, or attempt to move, any articles of a suspicious nature.

RESOLUTION NO. R14-48 (11-18-14)

RESOLUTION ADOPTING A PERSONNEL POLICES AND PROCEDURES MANAUAL AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Resolution R13-15 (5-7-13), a resolution adopting a Personnel Policies and Procedures Manual for the City of Saratoga Springs; and,

WHEREAS, the Governing Body has determined that amendments to the personnel regulations previously-adopted need amendments; and

WHEREAS, the Governing Body has reviewed the attached Personnel Policies and Procedures Manual, which replaces and repeals the personnel regulations previously-adopted; and,

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

1. The attached document entitled, "City of Saratoga Springs Personnel Policies & Procedures Manual", is hereby adopted.

2. The attached document shall replace the previous Personnel Policies and Procedures Manual adopted on May 7, 2014.

3. This resolution shall take effect immediately upon passage.

Passed this 18th day of November, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Settlement Agreement with Lexon and Rindlesbach**
Date: **November 18, 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 filed in 2012 by the City (Case No. 110402838, Fourth District Court of Utah).

C. Background: The City filed a lawsuit in 2012 in the Fourth District Court against Rindlesbach Construction ("Rindlesbach") and Lexon Insurance Company ("Lexon"). The City sued for a breach of a development agreement and requested fulfillment of obligations under a surety bond agreement for the Benches, Plat 8 development in the City. The unfulfilled obligations pertained to the failure to complete landscaping and open space improvements in Plat 8. The bond agreement amount for the open space and landscaping improvements totaled approximately $521,000.

Rindlesbach Construction filed a counterclaim against the City alleging breach of contract and failure to pay for reimbursement obligations for Grandview Boulevard. With respect to the breach of contract claim, Rindlesbach asserted a $4.8 million counterclaim against the City claiming the City improperly denied building permits for Plat 8.

In October 2013 and in August 2014, the City engaged in mediation with Rindlesbach and Lexon. The mediation resulted in the City and Lexon agreeing to settle the lawsuit; however, Rindlesbach would not agree to settle. Recently, however, Rindlesbach has agreed to the settlement originally approved by the City and Lexon.

D. Analysis: The City has always maintained that the park and open space for the Benches Plat 8 park has been an obligation that Rindlesbach was responsible for. The development and bond agreements clearly made this a requirement of the development of Plat 8 and the Benches development in general. Rindlesbach was the responsible party for this obligation.

With respect to the counterclaim, Rindlesbach asserted that it was never reimbursed for the upsizing of Grandview Boulevard. Upon our assessment of this counterclaim, we determined that the City was in fact obligated to reimburse Rindlesbach for the upsizing costs of Grandview.

Per the terms of the settlement agreement, Lexon will pay the City a total amount of $350,000.00 within twenty days from the execution of the agreement. Also, all parties have agreed to release each other from the claims and counterclaims asserted in the lawsuit, including the $4.8 million counterclaim by Rindlesbach. The settlement amount is calculated as outlined below:

1. **Benches Park Bond:**	$521,000
2. **Rindlesbach Counterclaim:**	- $171,000 (Grandview Reimbursement)
3. **Total Settlement Amount:**	**$350,000**

The settlement amount is very favorable to the City. City Staff has determined that the City is obligated to reimburse for the upsizing of Grandview and to discount the $521,000 by the reimbursement costs. Although receipts were never received by the City for the upsizing costs, staff has determined that $171,000 is an appropriate amount. This $171,000 is reimbursable to the City from transportation impact fees because Grandview Boulevard is a system improvement identified in the City's capital facilities plan. Thus, the City will be able to utilize the full $521,000 for the Benches Plat 8 park, assuming that sufficient transportation impact fee funds are available.

This settlement agreement is beneficial because the City will be able to recover the full $521,000 bond for the development of the Benches Plat 8 open space and landscaping improvements, assuming sufficient impact fee funds are available. Also, the City will save significant money on attorney fees and litigation costs. Finally, the Rindlesbach counterclaims against the City will be dismissed.

Recommendation: Staff recommends that the City Council approve the attached settlement agreement and authorize the City Manager to sign.

Staff Review: Kevin Thurman and Mark Christensen.

Attachments: Settlement Agreement and Release

SETTLEMENT AGREEMENT

This Settlement Agreement, effective as of September 1, 2014 is entered into between the City of Saratoga Springs, Utah (the "City"), a municipal corporation, Lexon Insurance Company ("Lexon"), Mark L. Rindlesbach ("Rindlesbach"), an individual, and Rindlesbach Construction, Inc. Profit Sharing Plan (the "Plan"). Rindlesbach and the Plan may collectively be referred to as the "Rindlesbach Parties." All of the parties to this Agreement may collectively be referred to as the "Parties."

BACKGROUND

In 2004 and 2006, the City and the Rindlesbach Parties entered into two development agreements related to subdivision improvements for The Benches subdivision located within the city ("Benches Project"). Under one of those development agreements and pursuant to the requirements of City ordinances, the City required the Rindlesbach Parties to provide and the Rindlesbach Parties did provide a Subdivision Improvements Performance Bond No. 1018233 ("Bond") to ensure that the Rindlesbach Parties would complete the required improvements. Lexon is the surety on the Bond. A portion of the Bond was allocated for landscaping improvements within The Benches.

The Rindlesbach Parties asserted that they constructed all required subdivision improvements. The City claimed that the Rindlesbach Parties did not complete all required improvements; specifically, certain open space and landscape improvements. Following unsuccessful negotiations between and among the Parties regarding the completion of the open space improvements, the City filed a lawsuit in Utah's Fourth District Court as civil case number 110402838, claiming breach of contract and breach of Lexon's surety bond ("Lawsuit"). The Plan asserted counterclaims against the City which included claims that the City owed them monies including but not limited to reimbursement for the construction of Grandview Boulevard located in the Benches Project. ("Counterclaim"). The Parties subsequently mediated the case, which resulted in this Agreement.

Therefore, recognizing the risks and expenses associated with continued litigation, the Parties desire to settle the Lawsuit and Counterclaim and agree to the following settlement.

AGREEMENT

1. Payment. Lexon will pay the City a total amount of $350,000.00 ("Settlement Amount") within twenty days from the execution of this Agreement. Lexon will make the payment to "The City of Saratoga Springs, Utah" and will deliver all payments to the City at 1307 North Commerce Drive, Suite 200, Saratoga Springs,

Utah 84045. This amount is calculated as outlined below:

1. **Benches Park Bond:**	$ 521,000	Rindlesbach Parties
2. **Rindlesbach Counterclaim:**	$-171,000	City
	$ 350,000	

2. Dismissal of the Lawsuit. Upon the City's receipt of the Settlement Amount under the terms of this Agreement, the Parties will dismiss the Lawsuit with prejudice, including all claims each has asserted under the Lawsuit and Counterclaim. Each of the Parties will bear their own costs and attorney's fees relating to the Lawsuit and Counterclaim.

3. Bond Release. The City shall execute the release attached hereto as **Exhibit "A"** (the "Bond Release"). The City and Lexon shall simultaneously exchange the Settlement Amount and the Bond Release.

4. Cooperation. The Parties will execute and deliver additional documents and will perform any additional acts as either party may reasonably request or as may be reasonably necessary to perform any of the terms of this Agreement.

5. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties, whether oral or written, with respect to the subject matter of this Agreement.

6. Interpretation. This Agreement will be construed and interpreted as if drafted equally by the Parties. The captions and headings in this Agreement are for convenience of reference only and will not be construed as substantive provisions.

7. Governing Law. This Agreement will be governed by and construed in accordance with Utah law.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute but one agreement.

9. Severability. Each of the provisions of this Agreement is independent of one another. Any provision of this Agreement found to be unenforceable will be severed from the remaining terms and conditions, and the remainder of the terms and conditions will be enforced to the full extent allowed in law or equity.

10. Modification. Any modification of this Agreement must be in writing signed by the Party to be charged with the modification.

11. Waiver. It will not constitute a waiver if either party does not insist upon the strict performance of any duty or condition of this Agreement, or fails to exercise any right or remedy upon the breach of this Agreement.

12. Representations. The Parties each warrant and represent that they had their own legal counsel review this Agreement, or alternatively, they had the full opportunity for legal counsel to review the Agreement. The Parties further warrant and represent that the persons or party signing this Agreement:

(a) is authorized and has the right to surrender, compromise, settle, release, and cancel the claims, demands, causes of action, and defenses covered by the terms of this Agreement;

(b) has adequately investigated the facts related to this Agreement;

(c) has not relied on any inducements, promises, or representations of the other party, other than as specifically set forth in this Agreement; and

13. Attorney's Fees. In any action or effort to enforce or interpret this Agreement, the prevailing party will be entitled to collect its costs and expenses including reasonable attorney's fees.

The Parties execute this Agreement as of the date(s) provided below, which Agreement is effective as of the first date written above.

The City of Saratoga Springs, Utah **DATED:** _____

By: _____

Its: _____

Lexon Insurance Company **DATED:** _____

By: _____

Its: _____

Mark L. Rindlesbach, an Individual **DATED: _____**

By: _____

Its: _____

Rindlesbach Construction, Inc. **DATED: _____**
Profit Sharing Plan

By: _____

Its: _____

The Remainder of this page is intentionally left blank.

Release

To all to whom these Presents shall come or may Concern,

Know That

CITY OF SARATOGA SPRINGS, UTAH,

as RELEASOR,

a municipal corporation duly organized and existing under the laws of the State of Utah, in consideration of the sum of THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($350,000.00), and other good and valuable consideration,

received from

LEXON INSURANCE COMPANY,

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

LEXON INSURANCE COMPANY,

the RELEASEE, and the RELEASEE'S employees, officers, agents, successors, assigns and transferees from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR and the RELEASOR'S successors, assigns and transferees, ever had, now have, or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing, relating to: (1) the subdivision commonly known as The Benches at Saratoga, Plat 8, which is located in Saratoga Springs, Utah and (2) Bond No. 1018233 executed by Lexon Insurance Company on behalf of the Rindlesbach Construction, Inc., Profit Sharing Plan, as principal, and the City of Saratoga Springs, Utah, as obligee.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may be executed by facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the _____ day of November, 2014.

In presence of

CITY OF SARATOGA SPRINGS, UTAH

By:_____
Name:_____
Title:_____

STATE OF UTAH)
COUNTY OF _____) ss:

On the _____ day of November in the year 2014 before me, the undersigned, personally appeared _____, the _____ (Title) City of Saratoga Springs, Utah, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the company or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Author: **Kevin Thurman, City Attorney**
Subject: **Administrative Code Enforcement Policies and Procedures**
Date: **November 18, 2014**
Type of Item: **Legislative, Policy Decision**

Summary Recommendation: Consideration of Administrative Code Enforcement ("ACE") Policies and Procedures.

Description:

A. Topic:

Administrative Code Enforcement ("ACE") Policies and Procedures.

B. Background:

Title 20 of the City Code pertains to the ACE program. Through administration of the ACE program, it has become apparent that the City needs additional policies and procedures that will help in administering the program more effectively. Thus, we have developed some basic policies and procedures that we would like the Council's feedback on at this time.

C. Analysis:

Title 20 of the City Code pertains to the Administrative Code Enforcement ("ACE") Program in the City. Much of the attached ACE Policies and Procedures manual merely summarizes Title 20. However, the following are new policies and procedures for the ACE program:

- Section 1.D(3):
  - Specifies that the City Attorney collects unpaid abatement costs.

- Section 1.G(1)—(4):
  - Specifies policies for reductions and waivers of fines as follows:
    - Administrative Citations:
      - 10% reduction without good cause.
      - 25% reduction with good cause.
      - Licensing and rabies vaccination tickets dismissed upon correction.
      - No reductions for those who have a history of nonpayment.

- Notices of Violation:
  - <u>Before</u> a Default Judgment:
    - Code Enforcement Coordinator ("CEC") may grant a reduction of up to 25% (without good cause) or 50% (with good cause) if the fine is $1,000 or less.
    - The City Manager's office may waive up to 25% (without good cause) or 50% (with good cause) of a fine if the fine is equal to or less than $5,000 but more than $1,000.
    - The City Council may waive up to 25% (with good cause) or 50% (without good cause) if the fine is greater than $5,000. The accrual of the fine will be tolled until the issue can sit before the City Council.
  - <u>After</u> a default judgment:
    - CEC may grant a reduction of up to 10% (without good cause) or 25% (with good cause) if the fine is $1,000 or less.
    - The City Manager's office may waive up to 10% (without good cause) or 25% (with good cause) if the fine is equal to or less than $5,000 but more than $1,000.
    - The City Council may waive up to 10% (without good cause) or 25% (with good cause) if the fine is greater than $5,000. The accrual of the fine will be tolled until the issue can sit before the City Council.

- Section 1.G(5):
  - Specifies polices for payment plans:
    - Payment plans should be flexible according to the Responsible Person's ("RP") financial situation as long as the RP keeps in contact and makes payments as agreed.
    - RPs that have a prior ACE case in the last year are not eligible.
    - Fines and fees $500 or less shall be paid within 6 months.
    - Fines and fees greater than $500 shall be paid within 12 months.
    - RPs that have any history of nonpayment are not eligible.
    - RPs that have any history of nonconformance with payment plan are not eligible.
    - RP shall sign a notarized statement indicating their agreement to abide by the payment plan.

- Section 3.C:
  - Specifies that animal violations may be enforced through the abatement or citation processes.

- Section 3.E.:
  - Specifies that a Notice to Comply may be issued but is not required.

- Section 4.A(2):
  - Restates state law with respect to filing tax liens against the property.

- Section 5.C., Change of Ownership of Property:
    - Specifies that owner must correct violation and pay fines prior to transferring the property.
    - Provides for a 6 month grace period after closing for property violations.
    - This does not apply to new violations.

D. Conclusion: The attached ACE Policies and Procedures Manual recites relevant portions of Title 20 of the City Code and adopts new policies as provided in this staff report.

E. Department Review: Kevin Thurman.

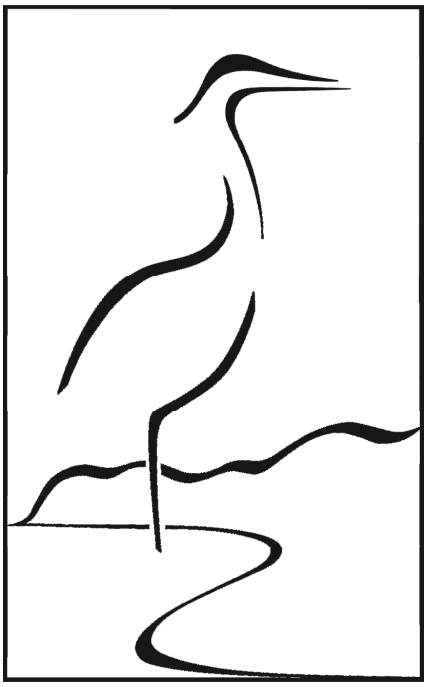
Recommendation: Approval of the attached ACE Policies and Procedures Manual with revisions as directed by the City Council.

ADMINISTRATIVE CODE

ENFORCEMENT MANUAL

FOR

THE CITY OF SARATOGA SPRINGS



(DRAFT) November 5, 2014

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Acronyms:

ACE: Administrative Code Enforcement
ALJ: Administrative Law Judge
CEC: Code Enforcement Coordinator
CEO: Code Enforcement Officer
RP: Responsible Person

SECTION 1: CODE ENFORCEMENT COORDINATOR

A. **Service of Process (20.01.09).**
   (1) For violations of Titles 1–18 and Title 20, service is effective by mail, posting, personal service, and publication as more specifically provided in 20.01.09(1).
   (2) For violations of Title 19, service is effective by mail or hand delivery as more specifically provided in 20.01.09(2).

B. **Receipt of a Request for an ACE Hearing (20.04.04 & 20.04.05).**
   (1) A person served with one of the documents or notices listed in 20.04.04 has the right to request an ACE hearing within ten calendar days from the date of service in accordance with 20.04.04(2). The request shall contain:
      i. the case number;
      ii. the address of the violation;
      iii. the signature of the responsible party; and
      iv. the reason for the hearing including:
         (a) justifications for the offense;
         (b) defenses; and
         (c) requests for waiver or reduction in fines.
   (2) When the Code Enforcement Coordinator ("CEC") receives a written request, the CEC will:
      i. provide a copy of the request to the Administrative Law Judge and all parties; and
      ii. schedule a date, time, and place for the hearing as soon as practicable.
   (3) After scheduling the hearing, the CEC shall serve written notice to the RP as soon as practicable before the date of the hearing and by any of the methods of service listed in Section 1.A. of this manual. The written notice must contain the:
      i. date;
      ii. time;
      iii. place of the hearing; and
      iv. any other format or content required by the ALJ's policies.

C. **Failure to Request a Hearing and Default Hearings (20.04.04).**
   (1) If the Responsible Person ("RP") fails to request an ACE hearing before the end of the ten day deadline, the RP has waived his or her right to a hearing.
   (2) However, the CEC shall schedule a default hearing in the following cases:
      i. Three or more animal violations in a 12-month period or a revocation of animal license (20.04.12);
      ii. Cases in which a notice of violation has been given and the RP fails to come

into compliance within 30 days (This includes cases that have outstanding or unpaid civil penalties, fines, fees, or costs if a hearing on that case has not already been held) (20.04.06); and

iii. Determination of vicious animal (9.01.16).

(3) The CEC shall notify the RP of the date, time, and place of the default hearing by one of the methods listed in Section 1.A. of this manual.

D. **Procedures for Abatement or Emergency Abatement.**

(1) **Abatement (20.05.02)**

i. If an abatement has occurred according to the process laid out in 20.05.02, the CEC shall serve (*see* Section 1.A) on the RP:

(a) the notice of costs,

(b) the itemized bill of costs, and

(c) a demand for full payment within twenty days to the CEC.

ii. If requested in writing by an RP, the CEC shall schedule a hearing for the RP to challenge the itemized bill of costs.

(2) **Emergency Abatement (20.03.05)**. If an emergency abatement has occurred, the CEC shall service notice of the abatement and any itemized bill for the costs of abatement within ten days in accordance with 20.03.05.

(3) In either abatement or emergency abatement, if the itemized bill of abatement costs remains unpaid, the CEC shall notify the City Attorney's Office, so that the City Attorney's Office may record a tax lien against the RP. *See Section 4: City Attorney's Office.*

E. **Notices of Violation, ALJ Orders, and Notices of Compliance (20.05.01).**

(1) **Recording a Notice of Violation**. The CEC will record the Notice of Violation with Utah County according to 20.05.01(3) if a property:

i. Has been issued a Notice of Violation;

ii. Has remained noncompliant after the deadline; and

iii. Has not requested an administrative hearing.

(2) **Recording ALJ Orders.** If an administrative hearing is held, and an order is issued in the City's favor, the Code Enforcement Coordinator shall record the Administrative Law Judge Order with Utah County.

i. The CEC will also provide a copy of this order to the City Attorney's Office. If the judgment is not paid, the City Attorney's Office can record a tax lien.

(3) **Recording in General.** The recorded document shall include the name of the property owner, the parcel number, the legal description of the parcel, a copy of the notice of violation, administrative citation, or order, and any other relevant information.

(4) **Recording a Notice of Compliance**. The CEC will record a Notice of Compliance according to 20.05.01(6) when the property comes into compliance and all fines and penalties have been paid.

F. **Administrative Fees (*Please see* 20.05.05 *for current fees*).**

(1) Administrative citations are entered into a case management system by the CEC. The CEC shall enter relevant information such as identifying information, charges, required corrective action, amount due, and due date.

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(2) If the RP pays the citation and all outstanding fees, the payment is recorded in the system and the case is marked as closed. Payment should be made by personal check, cashier's check, or money order and payable to the City of Saratoga Springs.

G. **Fines, Reductions, Payments.**

(1) **Definition of Good Cause.** "Good cause" means: incapacitating illness; death; lack of proper notice; unavailability due to unavoidable, unpreventable, or extenuating emergency or circumstance; imminent and irreparable injury; and acts of nature adverse to performing required acts. (20.01.07)

(2) **Administrative Citations.**

i. The CEC may grant a 10% reduction without a showing of good cause.
ii. The CEC may grant a 25% reduction upon a showing of good cause.
iii. Licensing and rabies vaccination fines are dismissed upon proof that the violation has been corrected.
iv. No reductions are offered for offenders with a history of non-payment.

(3) **Reductions and Waivers of Fines before a Default Judgment.**

i. If a Notice of Compliance is issued after the deadline contained in the Notice of Violation, but before a default or final judgment is issued, the following reductions may be granted:
   (1) Without a showing of good cause:
      a. CEC may grant a reduction of up to 25% of the fine if the fine is $1,000 or less.
      b. The City Manager's office may waive up to 25% of a fine if the fine is more than $1,000.
   (2) With a showing of good cause:
      a. CEC may grant a reduction of up to 50% of the fine if the fine is $1,000 or less.
      b. The City Manager's office may waive up to 50% of a fine if the fine is equal to or less than $5,000 but more than $1,000.
      c. The City Council may waive up to 50% of a fine if the fine is greater than $5,000. The accrual of the fine will be tolled until the issue can sit before the City Council.

(4) **Reductions and Waivers of Fines after a Default or Final Judgment is issued.**

i. If a Notice of Compliance is issued after a default or final judgment is issued, the following reductions may be granted:
   (1) Without a showing of good cause:
      a. CEC may grant a reduction of up to 10% of the fine if the fine is $1,000 or less.
      b. The City Manager's office may waive up to 10% of a fine if the fine is more than $1,000.
   (2) With a showing of good cause:
      a. CEC may grant a reduction of up to 25% of the fine if the fine is $1,000 or less.
      b. The City Manager's office may waive up to 25% of a fine if the fine is equal to or less than $5,000 but more than $1,000.

c. The City Council may waive up to 25% of a fine if the fine is greater than $5,000. The accrual of the fine will be tolled until the issue can sit before the City Council.

(5) **Payment Plans.** The CEC may authorize and create payment plans. Payment plans should be flexible according to the RP's financial situation as long as the RP keeps in contact and makes payments as agreed. However, payment plans shall adhere to the following standards:

i. RPs that have a prior ACE case in the last year are not eligible;
ii. Fines and fees $500 or less shall be paid within 6 months;
iii. Fines and fees greater than $500 shall be paid within 12 months;
iv. RPs that have any history of nonpayment of fines, fees, or citations are not eligible;
v. RPs that have any history of nonconformance with payment plan shall not be eligible; and
vi. RP shall sign a notarized statement indicating their agreement to abide by payment plan.

(6) **Non-Payment of Citation (20.03.08(3)).**

i. The RP will be responsible for paying the citation within the time frame specified on the citation. If there is no time frame specified, it shall default to 20 days.
ii. If the RP fails to make any payments after the time set forth in the citation is expired, the CEC will send a courtesy letter reminding the RP of the charges and the amount owed.
iii. If the RP fails to make any payments within 30 days after the courtesy letter, the CEC will send another letter as a final notice warning the RP that a Small Claims case may be filed by the City Attorney's office and they may be liable for additional court costs or late fees.
iv. If the RP fails to make any payments 30 days after the final notice is issued, the matter is sent to the City Attorney to file a small claims action.

SECTION 2: ADMINISTRATIVE LAW JUDGE

A. **Powers of the Administrative Law Judge ("ALJ") (20.04.03).**

(1) The ALJ may hold hearings, determine if violations exist, order and enforce compliance with the City Code and City ordinances, continue hearings, issue subpoenas, develop policies and procedures, and order an RP to post a code enforcement performance bond as specifically laid out in 20.04.03.

B. **Adoption of Policies and Procedures.**

(1) The ALJ is authorized to develop policies and procedures in accordance with 20.02.02 and 20.04.02.

C. **Default Hearings and Orders (*Please see* 20.04.06).**

D. **Procedures at ACE Hearing (*Please see* 20.04.07).**

(1) The procedure and format of the ACE Hearing shall be determined by the ALJ and in accordance with 20.04.07.

(2) In an ACE Hearing, the City bears the burden to show that there is substantial evidence that the violations existed.

(3) ACE Hearings are informal and open to the public as laid out more specifically in 20.04.07. This means that formal rules of evidence and discovery do not apply. For example, hearsay is permitted as long as it is not the only evidence relied upon.

E. **Failure to Attend ACE Hearing (*Please see* 20.04.08).**

F. **Administrative Judge Order (20.04.09).**

(1) Once all evidence and testimony are completed, the ALJ may issue any lawful order including any of the orders found in 20.04.09(3)–(7).

(2) The ACE order shall become final when signed.

G. **Compliance with an Order (20.04.10).** After the ALJ issues an ACE order, the ALJ may monitor the violations and determine compliance.

H. **Modification of Civil Penalties (*Please see* 20.03.08(4) and Section 1.G).**

SECTION 3: CODE ENFORCEMENT OFFICERS

A. **General Enforcement Authority (20.02.01).** The Code Enforcement Officers ("CEOs") have the power and authority necessary to gain compliance with the provisions of the City Code and City ordinances. These powers include the powers listed in 20.02.01(2).

B. **Power to Cite (20.02.04).** Each CEO is authorized to cite any person whenever there is substantial evidence to believe that the person has committed a violation of the City Code or City ordinances.

C. **Animal Violations.**

(1) Animal violations are usually enforced through the issuance of an Administrative Citation. However, the CEO may also issue a Notice of Violation if the circumstances warrant.

D. **Authority to Inspect (*Please see* 20.02.03).**

E. **Notice to Comply.**

(1) If a property is in violation, the CEO may issue a courtesy Notice to Comply that describes the violation and gives a date for the violation to be corrected.

(2) A Notice to Comply is merely a courtesy and does not have to be issued before a Notice of Violation can be issued

(3) This notice is served by any of the means in Section I.A.

F. **Notice of Violation (20.03.02).**

(1) If the RP fails to come into compliance after receiving a Notice to Comply, or if a CEO determines that a violation of the City Code or City ordinances has occurred or continues to exist, the CEO may choose to proceed under the administrative abatement procedures.

(2) If this procedure is used, a notice of violation shall be issued to a RP. The notice of violation shall include the information in 20.03.02(2)(a)–(k).

(3) The notice of violation shall be served by one of the methods of service listed in Section 1.A. of this manual.

(4) More than one notice of violation may be issued against the same RP if it encompasses different dates or different violations.

G. **Notice of Compliance**

(1) **Procedures for Issuing a Notice of Compliance (20.05.01).**

i. When the violations have been corrected, the RP may request an inspection of the property from a CEO.

ii. Upon receipt of a request for inspection, the CEO shall inspect the property as soon as practicable and determine if the requirements found in 20.05.01(6)(c) have been satisfied.

iii. If the CEO determines that the property has been brought into compliance based on the above-mentioned requirements, the CEO will issue a Notice of Compliance. A copy will be provided to the CEC and the RP.

iv. If a request to issue a notice of compliance is denied for failure to meet the above criteria, then, upon request, the CEO shall serve the RP with a written explanation setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in Section 1.A. of this manual.

v. Daily fees stop accruing as soon as a notice of compliance is issued by the CEO.

(2) **Notices of Compliance for Properties that Come into Compliance after a Default Hearing.**

i. If a property becomes compliant, it is the property owner's responsibility to obtain an inspection from the CEO who may then issue a Notice of Compliance. (20.03.04)

ii. A Notice of Compliance shall be provided to all parties including the RP, the CEC (who will then notify the ALJ), and the City Attorney's office.

iii. If the property is in compliance and the fines are paid, the case is then closed.

iv. If a Notice of Violation was recorded with the County, then the CEC shall record a Notice of Compliance with the County to cancel the effect of the recorded Notice of Violation. (20.05.01(8))

H. **Emergency Abatement (20.03.05).**

(1) Whenever a CEO determines that an imminent life or safety hazard exists that requires immediate correction or elimination, the CEO may exercise the powers found in 20.03.05(1)(a) and may conduct an emergency abatement in accordance with the procedures found in 20.03.05(2).

I. **Administrative Citations (20.03.07).**

(1) **Authority (20.03.07(2)).**

i. Any person violating any provision of the City Code or City ordinances may be issued an administrative citation by a CEO.

ii. A civil penalty shall be assessed by means of an administrative citation issued by the CEO and shall be payable directly to the CEC. All checks should be made out to the City of Saratoga Springs.

(2) **Procedures.**

i. Upon discovering any violation of the City Code or City ordinances, a CEO may issue an administrative citation to a RP according to the procedures found in 20.03.07(3).

ii. The administrative citation shall be issued on a form meeting the content requirements listed in 20.03.07(4).

J. **Abatement of Violation (20.05.02).**

(1) **Authority to Abate.**

i. The CEO is authorized to enter upon any property or premises to abate any violation of the City Code and City ordinances.

ii. The CEO is authorized to assess all costs for the abatement to the RP and use any remedy available under the law to collect the costs.

iii. If additional abatement is necessary within two years, treble costs may be assessed against the RP(s) for the actual abatement.

(2) The procedures for abatement are found in 20.05.02(2)(a)–(e).

K. **Recovery of Costs (20.05.03).**

(1) Whenever actual costs are incurred by the City on a property to obtain compliance with provisions of the City Code and City ordinances, a CEO may assess costs against the RP.

(2) Once a notice of violation has been issued, the property shall be inspected one time at the request of the RP. Any additional inspections shall be subject to any applicable re-inspection fees.

(3) **Failure to Timely Pay Costs.** The failure of any person to pay assessed costs by the deadline specified in the invoice shall result in a late fee as found in 20.05.03(4).

L. **Administrative Fees (*Please see* 20.05.05 *for current rate*).**

~~I.~~M. **Compliance with an Order (20.04.10).** After the ALJ issues an ACE order, the CEO may monitor the violations, determine compliance, and enforce compliance as provided for in 20.04.10(2).

~~M.~~N. **Additional Information.** For additional policies and procedures that may pertain to the duties of the CEOs, see SECTION 5: GENERAL POLICIES AND PROCEDURES.

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SECTION 4: CITY ATTORNEY'S OFFICE

A. **Code Enforcement Tax Liens (20.05.08).**

(1) **Authority.** The City Attorney's Office may record a lien with the County Treasurer's office according to the power of the Utah Code § 38-12-102. The City Attorney's Office will record a lien if abatement costs or judgment costs remain unpaid.

(2) **Tax Liens for Abatement Costs.**

i. If the CEC notifies the City Attorney's Office of the unpaid abatement costs and wishes to proceed with a tax lien, the City Attorney's Office must inform the RP that a code enforcement tax lien is being recorded for the amount of actual costs of abatement.

ii. The City Attorney's Office should then submit the notice of lien to the county recorder and a copy of that notice to the RP within 30 days of filing with the county recorder.

iii. The notice of lien should include the information specifically detailed in Utah Code § 38-12-102.

(3) **Tax Liens for Judgments.**

i. Once a judgment has been obtained from the appropriate court imposing costs, fines, or fees against the RP, the City Attorney's Office may record a code enforcement tax lien against any real property owned by the RP.

ii. In order for a judgment to be recorded as a lien, the City Attorney's Office must submit a notice of lien to the county recorder in the county in which the RP's real property is located. This should include the judgment or the

abstract of the judgment that identifies the judgment debtor and includes the information found in Utah Code § 78B-5-201(4).

iii. Additionally, a copy of this notice of lien must be sent via certified mail to the last-known address of the person against whom the notice of lien is filed against. This must be sent within 30 days of the submission of the notice of lien to the county recorder.

(4) **Cancellation of Code Enforcement Tax Lien (20.05.08(4)).**

i. Once the amount for the outstanding civil penalties and costs is deemed satisfied, the City Attorney's Office shall:

a. record a notice of satisfaction of judgment, or

b. provide the property owner or financial institution with the notice of satisfaction of judgment so that it can record this notice with the county recorder's office.

ii. The notice of satisfaction of judgment shall include the same information as provided for in the original code enforcement tax lien.

iii. Such notice of satisfaction of judgment shall cancel the code enforcement tax lien.

SECTION 5: GENERAL POLICIES AND PROCEDURES

A. **Administrative Citations (20.03.08).**

(1) Amount.

i. Fine amounts, as indicated on the front of the citation, are specifically listed in 20.03.08.

ii. These fines are cumulative.

iii. Interest may be assessed on all outstanding amounts as found in 20.03.08(3).

(2) Processing. ***See Section 1.F of this manual.*** **Right to Request an ACE Hearing (20.04.04).**

i. The RP may appeal their citation within 10 calendar days from service by requesting an ACE Hearing according to the procedure found in 20.04.04. Failure to properly file a written request for a hearing within 10 calendar days waives the RP's right to a hearing.

ii. A properly issued request for an appeal will result in an administrative hearing.

iii. When an appeal is received, the matter is set for a hearing. Police reports and evidence are obtained and witnesses are subpoenaed. The RP is sent a notice with the date and time of hearing.

iv. The RP may be fined an additional $100 hearing fee if he or she is found guilty.

v. When an appeal is received, the fines are put on hold until the hearing.

vi. After the outcome of the hearing, the RP is mailed a copy of the Final Judgment and Order.

(3) Consequences of Failure to Pay the Fine (20.03.08(3) & 20.04.10).

i. The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation or on the request for payment

may result in a small claims case being filed or any other legal remedy to collect such money.

ii. The City has the authority to collect all costs associated with the filing of such actions, including administrative fees and service costs.

(4) Consequences of Failure to Correct Violations (20.03.08(3) & 20.05.02–09).

i. There are numerous enforcement options that can be used to encourage correction of violations. These options include, but are not limited to civil penalties (fines), abatement, criminal prosecution, civil litigation, and recording the violation with the County Recorder.

ii. These options can empower the City to collect fines, remove the violation, or make necessary repairs at the owner's expense.

iii. Any of the options may be used if the administrative citations do not achieve compliance.

B. **Notices of Violation.**

(1) **Amount.** ***See* 20.03.08 *for current rates*.**

i. **Notice of Violation (20.03.02).**The NOV informs the owner of the violations and the required corrective action and deadline and warns the RP that fees will begin to accrue after a specified date as more specifically provided for in 20.03.02.

ii. The NOV may be served by any of the methods in Section I.A.

(2) **Default Hearing (20.04.06–08).**

i. If the RP appears, the judge may issue a judgment and may suspend certain amounts of the fine. If the RP fails to comply with the judge's orders, any suspended fines may be reinstated by the ALJ and a Notice of Non-Compliance is recorded with the County Recorder.

ii. If the RP fails to appear at the default hearing after notice has been given according to the above guidelines, the judge will issue a Default Judgment which is outlined in the notice of hearing that was sent to the RP and an Affidavit of Non-Compliance is sent and recorded with the County Recorder's Office.

iii. RP is mailed a copy of the Final Judgment (including a summary of any fines due) from the judge.

C. **Obtaining a Release from a Recorded Notice of Violation.**

i. A Notice of Compliance is sent to the County Recorder when a notice of compliance is received from the CEOs and the fine amount is paid. (20.05.01(8))

D. **Change of Ownership of a Property in Violation.**

(1) If a property in a state of noncompliance changes ownership, the previous owner and new owner shall be responsible for the violation as follows.

(2) The previous property owner (the RP) is responsible for the payment of all fines accrued and correcting all property violations before the change in ownership. (It is likely that there will be a notice and a lien on the property that would require the RP to correct the violation and pay before the property can transfer ownership.)

(3) After 6 months from the date of closing, the new property owner will be responsible for the previous noncompliance of the property and can be cited accordingly. This does not apply to new violations.

E. **Withholding the Issuance of Municipal Permits and Business Licenses (20.05.01(7)).**

(1) The City may withhold permits and licenses until a notice of compliance has been issued by a CEO.
(2) The City may withhold business licenses; permits for kennels; permits for any alteration, repair, or construction pertaining to any existing or new structures or signs on the property; or any permits pertaining to the use and development of the real property or the structure.
(3) The City may not withhold permits or business licenses that are necessary to obtain a notice of compliance or that are necessary to correct serious health and safety violations.

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Franchise Agreement with Syringa Networks, LLC**
Date: **November 18, 2014**
Type of Item: **Legislative, Policy Decision**

Summary Recommendation: Staff recommends approval of the attached ordinance and franchise agreement with Syringa Networks, LLC.

Description:

A. Topic: Franchise agreement with Syringa Networks, LLC ("Syringa") for internet services to City residents.

B. Purpose: To allow Syringa the ability to provide internet services to residents of the City.

C. Background: Syringa approached staff requesting a franchise agreement to provide internet services to City residents by installing fiber optic cables in City roads. We are bringing this matter to the Council now and have drafted a proposed franchise agreement and ordinance for consideration. This is nearly identical to the recent franchise agreements with Direct Communications, CentraCom, and Avative.

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 provide services to residents. However, the law does not expressly allow franchise fees or taxes on "information service" providers such as ISPs and broadband providers.

In lieu of a franchise fee or telecommunications tax, Staff recommends that the City require Syringa to install parallel conduits for the exclusive benefit of the City since they are benefiting from the use of City roads. The attached franchise agreement makes this a requirement. Staff recommends approval of the attached franchise agreement and ordinance.

The attached agreement also requires Syringa to acquire an encroachment/excavation permit before they begin any construction or excavation in City roads. The permit requires a bond to

be posted to guarantee that the road is restored per City standards. Syringa will be required to obtain a permit for each time they encroach/excavate in a City road or right-of-way. 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.

As stated, the agreement with Syringa is nearly identical to the Direct Communications, Centracom, and Avative agreements. The minor amendments are shown in the redlined version attached to the staff report.

Recommendation: Staff recommends that the City Council approve the attached ordinance and franchise agreement.

Staff Review: Kevin Thurman.

Attachments: ordinance and franchise agreement with Syringa Networks, LLC.

ORDINANCE NO. 14 -25 (11-18-14)

AN ORDINANCE GRANTING SYRINGA NETWORKS, LLC A NONEXCLUSIVE FRANCHISE TO OPERATE AN INTERNET SERVICES NETWORK IN THE CITY OF SARATOGA SPRINGS PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING SYRINGA NETWORKS' 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 Syringa Networks desire to enter into a nonexclusive franchise agreement granting to Syringa Networks the right and privilege to operate an internet services network in Saratoga Springs, Utah; and

WHEREAS, the City and Syringa Networks have negotiated a nonexclusive franchise agreement setting forth Syringa Networks' rights and duties with respect to its operation of an internet services 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 Syringa Networks Franchise Agreement and thereby grant to Syringa Networks a nonexclusive 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 City of Saratoga Springs and Syringa Networks is hereby approved; the Mayor is authorized to execute the Agreement on behalf of City of Saratoga Springs; and Syringa Networks 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:_____ Attest:_____ _____

Jim Miller, Mayor City Recorder Date

EXHIBIT "A"

CITY OF SARATOGA SPRINGS AND SYRINGA NETWORKS, 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 Syringa Networks, LLC, an Idaho limited liability company (hereinafter "Company"), with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

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, cables, and all necessary appurtenances ("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 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. ___ granting Company the right to operate an Internet services network in the City. The City has also adopted the Chapter 6.03, entitled "Municipal Telecommunications License Tax," which is attached to this Agreement as Exhibit "A" and incorporated herein by reference (collectively, the "Ordinances"). Company acknowledges that it has had an opportunity to read and become familiar with the Ordinances. The parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the

terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

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 on, over, and under the present and future public rights of way in the city in order to provide services. The franchise does not grant to the Company the right, privilege, or authority to provide antenna or cable television business or telecommunications services.

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 network and to otherwise comply with the provisions of this Agreement.

1.6 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.

1.7 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
FRANCHISE FEE

2.1 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 one (1) parallel conduit for the exclusive benefit of the City. Said conduits must be of the same size, quality, and length of conduits installed by Company pursuant to this Agreement and shall terminate beside Company's ground-level flush-mount point of access for duct and fiber ("Handhold"). The City shall install and maintain its own Handhold for City's conduit. Upon installation, said conduit shall automatically transfer to the ownership of City and thereafter all maintenance, repair and removal of such conduit shall be the responsibility of the City.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of five years commencing on the effective date of this Ordinance. At the end of the initial five year term of this Agreement, the franchise granted herein shall automatically renew for an additional five year term unless either party provides 90 days' notice of its intent to terminate this Agreement. At the end of the second five year 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 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.

3.3 Rights of City Upon Expiration or Revocation. The removal, or sale of Company's 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 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 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 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 36 inches. 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. 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. 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 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 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. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to operate the 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 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 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 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 parallel conduits installed by Company 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, 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

(b) 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.

(c) 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.

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) Syringa Networks, LLC, Attention: Greg Lowe, CEO, at Company's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713; 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.

9.3 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. 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 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 Agreement, and any applicable City, 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 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. 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:_____ _____
Mark Christensen, City Manager

ATTEST:

Date:_____ _____
Lori Yates, City Recorder

SYRINGA NETWORKS, LLC

Date: _____ By: _____
Greg Lowe, Chief Executive Officer

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ___ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared Greg Lowe, known or identified to me to be the Chief Executive Officer of Syringa Networks, LLC, an Idaho 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: _____

ORDINANCE NO. 14–26 (11-18-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ENACTING CHAPTER 8.03 OF THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on September 6, 2011, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah codified ordinances previously adopted; 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 Council has reviewed the City Code and finds that further amendments to the Code are necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 *et seq*.; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare that the attached modifications and amendments to the City Code be adopted.

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

SECTION I – ENACTMENT

Chapter 8.03 of the City Code, attached as Exhibit A and incorporated herein by this reference, is 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 Wilden _____

EXHIBIT A

Code Amendments

* * * * *

Chapter 8.03. City Utility Requirements and Exclusivity for City Residents.

Sections:

8.03.01. Definitions.
8.03.02. Findings and Purpose.
8.03.03. City Residents Required to Connect to and Have Access to City Utilities.
8.03.04. City Public Utilities for the Exclusive Use of City Residents.

8.03.01. Definitions.

In this section, the following definitions apply:

1. **"Nonresident"** refers to all people not residing and properties not located within the corporate limits of the City of Saratoga Springs, Utah.
2. **"Public Utilities"** means culinary water, secondary water, sewer, and storm drain services, as well as roads, that are provided by the City of Saratoga Springs to any person, entity, or corporation.
3. **"Residents"** refers to all people residing and properties located within the corporate limits of the City of Saratoga Springs, Utah.

8.03.02. Findings and Purposes.

The City Council finds and determines as follows:

1. As a result of the City being a relatively new and rapidly developing City, there are limited existing public utilities. As a result, there is a need to maintain and preserve the limited public utilities for the use and enjoyment of current and future City residents and for the potential future growth of the City. Maintaining and preserving these limited public utilities is in the best interests of the health, safety, and welfare of City residents.
2. In order to maintain and preserve these public utilities for the use and enjoyment of existing and future City residents, as well as for their health, safety, and welfare, the City finds that it is necessary to limit the use of City utilities exclusively to those residents within the corporate limits of the City.
3. As Utah law provides that the City has no duty to provide utilities to members of the public residing outside the corporate limits of the City, the City finds that restricting public utilities to residents of the City is a reasonable, legitimate, and appropriate method of furthering the City's goal to maintain and preserve its limited public utility resources.

8.03.03. City Residents Required to Connect to and Have Access to City Utilities.

1. All residents shall have access to and connect to City utilities, except as otherwise provided in City ordinances, codes, and regulations. This access shall be in accordance with and limited by all City ordinances, codes, and regulations relating to such matter. Such connection and access shall be the responsibility of the landowner.
2. All property developed within the corporate limits of the City after the adoption of this ordinance shall connect to and have access to City utilities, except as otherwise provided in City ordinances, codes, and regulations. This access shall be in accordance with and limited by all City ordinances, codes, and regulations. Such connection and access shall be the responsibility of the landowner.
3. All property annexed to the City after the adoption of this Chapter shall connect to and have access to City utilities, except as otherwise provide in City ordinances, codes, and regulations. This connection and access shall be in accordance with and limited by all ordinances, provisions, and regulations relating to such matter as found in this Code. Such connection and access shall be the responsibility of the landowner.

8.03.04. City Public Utilities for Exclusive Use of City Residents.

1. The City, finding a need to preserve its resources for City residents, shall not provide City public utilities to any nonresident or property developed outside of the corporate limits of the City. City utilities will be used and saved exclusively for City residents and those properties located within the corporate limits of the City of Saratoga Springs.
2. The specific utilities the City will not provide to nonresidents include all culinary and secondary water, sewer, and storm drain services. Access to roads will continue to be provided to the general public in accordance with and limited by all other road ordinances and regulations adopted by the City of Saratoga Springs. However, the City will not participate in the planning, building, or funding roads that primarily serve nonresidents.
3. This Section 8.03.04 applies to all nonresidents including without limitation agricultural, residential, commercial, industrial, institutional, and all other types of properties.

(Ord. 14-28)

* * * * *

ORDINANCE NO. 14-29 (11-18-14)

AN ORDINANCE OF THE SARATOGA SPRINGS CITY COUNCIL ENACTING CITY CODE CHAPTER 10.11 ALLOWING FOR THE CREATION OF FREE SPEECH ZONES; ESTABLISHING THE PROCEDURE FOR CREATING FREE SPEECH ZONES AND SETTING RESTRICTIONS; DESCRIBING WHEN SOUND AMPLIFICATION DEVICES MAY BE USED; SETTING PENALTIES FOR UNLAWFUL PROTEST; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council desires to create a mechanism for establishing free speech zones relating to certain events to further the government's interest, including maintaining and regulating traffic flow, crowd control, and public safety on public property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, AS FOLLOWS:

SECTION I – ENACTMENT

Chapter 10.11 of the City Code, attached as Exhibit A and incorporated herein by this reference, is hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, or policies 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 City 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 Wilden _____

EXHIBIT A

Chapter 10.11 Free Speech Zones.

Sections:

10.11.01 Definitions.
10.11.02 Establishment of Free Speech Zones.
10.11.03 Application Required.
10.11.04 Designation of Area and Duration.
10.11.05 Restrictions.
10.11.06 Sound Amplification Devices.
10.11.07 Penalties.

10.11.01 Definitions. As used in this Chapter, the following definitions shall apply:

1. **"City"** means the City of Saratoga Springs, Utah.
2. **"Free Speech Zone"** means an area on City property in which protesting is allowed and which reasonable, content neutral time, place, and manner restrictions may apply.
3. **"Protest"** means any demonstration, picketing, speechmaking, marching, vigil or religious service, and all other like forms of conduct which involve the communication or expression of views or grievances.
4. **"Unlawful Protest"** means a protest on City property that: (a) is not in the designated free speech zone; (b) is not in accordance with the time, place, and manner restrictions established by the City Manager or designee, or (c) makes use of sound amplification devices that the City Manager or designee has restricted or prohibited.

10.11.02 Establishment of Free Speech Zones.

1. The City Manager or designee may establish a content neutral free speech zone for any event on City property that the City Manager or designee determines would serve a substantial government interest such as traffic flow, crowd control, or public safety on public property.
2. All free speech zones established by the City Manager or designee shall be marked or designated as a free speech zone.
3. All free speech zones shall provide ample opportunity for protestors to communicate their messages and be of ample size to accommodate the number of persons the City Manager or designee reasonably anticipates will exercise their free speech rights during the event.
4. The City Manager may establish any other reasonable time, place, and manner restriction in a free speech zone that furthers a legitimate government purpose.

10.11.03 Application Required.

An application is required for each protest and shall be filed with the City Recorder. The purpose of the application is to provide the City with adequate information about the event,

the anticipated assembly of individuals, and considerations for public safety or other government interest.

10.11.04 Designation of Area and Duration.

1. For each event for which the City Manager or designee establishes a free speech zone, the City Manager or designee shall make available to the public at least 24 hours before the event a map and description of the location of the event, boundaries of the event, location of the free speech zone, boundaries of the free speech zone, hours of the regulations on speech, and any applicable time, place, and manner restriction.
2. The free speech zone, duration of the protest regulations, and other time, place, and manner restriction must be reasonable, content neutral, and narrowly tailored to meet the purpose of crowd control, traffic control, public safety, or other legitimate government interest.

10.11.05 Restrictions.

In any area designated as a free speech zone, protestors may not engage in activities that obstruct or impede pedestrians or vehicles, threaten others with bodily injury, or make illegal physical contact with others. Protestors may not tie, nail, or otherwise physically attach any banners, signs, pictures, instructional materials, symbols, or other items to any City property. The City Manager or designee may make other reasonable time, place, and manner restrictions if such restrictions are content neutral and further a legitimate government interest.

10.11.06 Sound Amplification Devices.

The City Manager or designee may restrict or prohibit the use of mechanical loudspeakers or sound amplification devices in the free speech zone, including without limitation megaphones, bullhorns, and electric amplifiers if the City Manager or designee determines that the use of sound amplification devices will substantially interfere with an event, meeting, court, or regular business of the City, or will substantially interfere with crowd control, traffic control, or public safety, or is necessary to further some other legitimate government purpose, and that the protestors have a reasonable opportunity to communicate their message without sound amplification.

10.11.07 Penalties.

Unlawful protest is an infraction, which offense is punishable by a fine in an amount not exceeding $750.00. If the offense continues after a request by the police to desist, or if a person refuses to comply with the lawful order of the police, or if a person refuses to comply with the lawful order of the police regarding the use of any mechanical loudspeaker or sound amplification device at an event that the City Manager or designee has restricted or prohibited such mechanical or sound amplification device, that person is guilty of unlawful protest, a class C misdemeanor, which offense is punishable by imprisonment for a term not to exceed 90 days and a fine not exceeding $750.00.

City of Saratoga Springs
City Council Meeting - Work Session
October 21, 2014

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

Work Session Minutes

Present: Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska
Staff: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Nicolette Fike, Daniel Widenhouse
Others: Barbara Poduska, Chris Porter, Jennifer Klingonsmith, Steve Jones

Call to Order - 5:35 p.m.

1. Discussion of park naming.

Spencer Kyle reviewed previous council direction and went over each Park in question with the Council. The following name decisions were made:
Marina Park – consensus was to leave it Marina Park.
Mountain Moon – consensus was to stay with Mountain Moon.
Plat E (Lake Vista) – After discussion Lakewood was decided on for the name.
Loch Lomond Pond – After discussion Shoreline Park was accepted as the name.
Loch Lomond Park – Lomond Park was suggested as a name.
Pondside – Valley View was the consensus.
Sunrise Park – It was felt to be the best to leave it as Sunrise Park.
Harvest Hills Regional – Consensus was to call it Harvest Park.
Summer Hill Park – After discussion Honeysuckle Park was the consensus.
Saratoga Hills/Triangle Park – Discussion was held and Island Park was chosen as a name.
Dalmore Meadows – Consensus was to name it Devonshire Park.
Jacobs Ranch Tot Lot – Council liked Remington Park.
Panorama Park – After discussion consensus was for Panorama Park.
Jacobs Ranch Trailhead – Council liked Israel Canyon Trailhead.
Sunset Park – After some discussion Council decided on Triton Park.
Oreo Park – Council likes Palomino Park.
Benches Nature Park – Consensus was to change the name to Fitness Trail Park.
Native Park in Harvest Hills - The Council decided on Nature Park.

2. Discussion of a City sourced public engagement portal.

Daniel Widenhouse presented the recommendation for approval of the purchase of the Citizen Engagement Portal as designed and implemented by City Sourced. Cityworks got rid of their public engagement portal. This has a mobile app and web based services.
Councilman Willden wanted to know what the projected utilization would be.
Mark Christensen noted that this would be a very usable, functional app that would integrate into the entire website; it would work for more than just residents input.
Spencer Kyle noted the emergency alert system that could alert citizens in cases of emergencies
Councilwoman Call clarified that they wouldn't need to download an app, they could just sign up for alerts.
Spencer Kyle didn't know exactly how it would work on that feature.
Daniel Widenhouse noted the cost would be about $6100 dollars for the first year, including a startup fee. We could try it out for a year.
Councilwoman Baertsch brought up that the cost ($300 a month) is based on population and asked how often that would be reevaluated.

Daniel Widenhouse responded that he had asked that question and that it was a significant amount of increase to bump up the cost.

Councilwoman Baertsch asked if we could get some of the money back since they didn't fulfill the other agreement.

Councilwoman Call suggested that we ask for a 3 month commitment for free to work out bugs and to implement it and then, once it's up and running, the 12 month period would start.

Mark Christensen said it would take some time to get the app available through the app stores.

Councilwoman Call wanted to still try to get money back from Cityworks.

3. Engineering Updates:

a. Discussion of Fiber Optic and Conduit trade with Avative.

Jeremy Lapin said they had invested to install conduits on Pioneer crossing. Right now we have no fiber optic; they would like to get fiber optic to Public works and the fire station. They are proposing to lease some locations to Avative if they will install conduits in other locations.

Councilwoman Call asked if UDOT would turn the road over to us.

Jeremy Lapin said they will turn over the road but retain ownership of the conduits and fibers underneath.

Councilwoman Call noted that Google Fiber is branching out and so with this type of system, if we get fiber in, we are poised for future acquisition to google fiber.

Jeremy Lapin said Avative would also give us 100 gigabytes for about $100 a month.

Mark Christensen as far as pulling fiber itself there would be a price to that. This is for the conduit only. He noted we are currently paying for T1 connections for three locations. With the fiber connections it would all be in one system.

b. Discussion of an Easement Agreement with Richard Chiu for Market Street Storm Drain Outfall.

c. Discussion of water master plans.

Steve Jones with Hansen Allen & Luce reviewed the Master Plan Process to get water to the public, including project needs and projected growth. He reviewed State requirements for Drinking water, secondary water can be adjusted to our needs.

Jeremy Lapin noted that the developers have to now pay for 3.13 ac-ft. when they bring in a new development.

Steve Jones noted that studies show, once you install meters you usually decrease usage by half. He noted the progress that the city is currently making with meters, adequate water for demand, and energy efficiency and optimization.

Jeremy Lapin said not all wells cost as much to operate. They can turn on their cheapest wells first.

d. Discussion of the Storm Water Permit Code.

4. Agenda Review: No discussion.

a. Discussion of current City Council agenda staff questions.

b. Discussion of future City Council policy and work session agenda items.

5. Discussion of proposed Administrative Code Enforcement Policies and Procedures.

This item was not discussed.

6. Reports:

a. Mayor

Mayor Miller introduced his nephew, Colby Edwards, who was with him tonight for a job shadow opportunity.

b. City Council

Councilwoman Call Thursday night is The Utah Lake legislative event at Talons Cove. They are doing airboat rides immediately before. She is reporting on SWCA and cultural delineation at Jordan River

Commission. At Chamber the annual summit is the same day as the next Code committee meeting and let her know if they would like to attend. They have met with all the principals this year.

Councilwoman Baertsch said they were going to go tomorrow to talk to people about not building a prison.

Councilman McOmber said he could go to the Jordan River meeting if she could not. He talked to Mark Edwards about the tar bumps from the asphalt trucks. He was told they would be removed, they have not yet, but he wants to make sure they are removed before winter for safety.

Councilwoman Baertsch noted that Staker Parsons thinks they can cross Redwood road at Pioneer whenever they want. Many Council members had noted this.

Councilman McOmber brought up the bus yard, that the fence over the detention basin is placed too low down and does not block the view of the bus parking area.

c. Administration communication with Council

Mark Christensen noted the Prison wants to move to our city. We told them we were not interested but they want to know everything and do due diligence on the site to determine if it's feasible. He feels there is pretty clear direction form Council and Community on what to pursue; that it is not wanted. He would like to have a good plan and work through the process first. The Committee wants to make a decision by mid-December for Legislature. Legislature would look to approve during session. It is only looking at location at this time. As of now we are the only site in UT County. He said he would be calling on council to participate in those discussions soon. They would like to put up a site where we can direct people where to go and the correct channels to go through.

Councilwoman Call asked that we include in report that Council only found out about it one week ago.

Mark Christensen commented that the economic review at from the U is moving along.

Owen Jackson touched on working with Business in Focus that they will be featured in an upcoming issue that highlights our community.

Adjourn to Policy Session 7:00 p.m.

_____ _____

Date of Approval Lori Yates, Rec

Policy Session Minutes

Present:
Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska
Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Chelese Rawlings, Jess Campbell, Andrew Burton, Nicolette Fike, Holly Johnson
Others: Chris Porter, Jennifer Klingonsmith, Barbara Poduska, AJ Johnson, Corrine Prestwich, Brecca Bastian, Paul Evans, Paul Watson, Kylee Love, Jada Witmore, Jeff Nielson

Call to Order - 7:05 p.m.
Roll Call - Quorum was present
Invocation / Reverence - Given by Councilman Willden
Pledge of Allegiance - led by Jess Campbell

Awards, Recognitions and Introductions

- Chief Burton turned time to Holly Johnson, she said the Utah County Domestic Violence Coalition had an event to honor survivors of domestic violence Officer Cory Manis received the Purple Ribbon award for going above and beyond in helping victims of domestic violence.

Public Input – Opened by Mayor Miller

Corrine Prestwich thanked the city for painting lines on part of 800 West. She shared concerns that all of Eagle Mountain commutes past 800 West and their neighborhood - Sunrise Meadows and that all that traffic is now on single lanes, and safety is an issue. They are requesting that a traffic study be done on 800 W. and Pony Express to put in a light. 800 W. it is a main corridor to 4 schools. It is extremely difficult and a very long wait to turn East on Pony Express from Southbound 800 W. There is a high amount of traffic back up from Eagle Mt. especially in the morning commute. With the added construction it is increasingly hard for residents in this area, to safely travel in any direction out of their subdivision.

Public Input - Closed by Mayor Miller

Policy Items

1. **Consent Calendar:**
   a. **Change Order for Well #2 Chlorination system.**
   b. **Conditional Use and Site Plan for Vista Heights located at 612 West Pony Express Parkway, Evans & Associates Architects, applicant.**
   c. **Approval of Minutes:**
      i. **October 7, 2014.**

Councilwoman Call had some minutes changes, After Councilwoman Baertsch' s comments on line 91 add "Councilwoman Call noted at the first meeting we did not have draft stamped on the documents and she worried about setting expectations for residents." And on line 387 adding a bit at the end. "Councilwoman Call would suggest to increase the fees for those people that don't clean up after themselves on public property."

Councilwoman Baertsch had a few questions on the Vista Heights plan and would like to pull that item.

Motion by Councilwoman Call to approve Consent Calendar items a. and c. with changes to the minutes submitted prior to the meeting and included in the meeting today, Pulling item B, and to approve an amendment to the contract with Pro Industrial Services for the Well #2 Chlorination in the amount of $55,250. Seconded by Councilwoman Baertsch. Aye: Councilman Willden,

Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska
Motion passed unanimously.

b. Conditional Use and Site Plan for Vista Heights located at 612 West Pony Express Parkway, Evans & Associates Architects, applicant.

Councilwoman Baertsch pointed out that on the plat there are pork chop islands that are right-in right-out accesses that make it difficult to get into the parking lot.

Staff recommended that they add that condition to remove them.

Mark Christensen asked what the developer would be doing with the site previously designated as a seminary building.

Paul Evans, for applicant, believes that they are working to sell that back to the school.

Councilwoman Baertsch wanted to make sure make sure that the developer was paying their part of those improvements for the curb and gutter along Pony Express.

Jeremy Lapin noted that the project is already funded by MAG and those along that corridor get the benefits of those improvements.

Kevin Thurman noted they are not getting a freebie; they are paying road fees and taxes.

Jeremy Lapin said it's the nature of capital projects that it benefits things differently.

Paul Evans asked if he understood that if that meant if there was a problem they would fix it?

Jeremy Lapin said they would be responsible for things their contractor does.

Councilwoman Baertsch asked about the landscaping where there was 35% sod at concept and we have looked at changing our landscaping code and how that reflected.

Sarah Carroll noted the mulch would be rock mulch.

Councilwoman Baertsch suggested it be bark mulch.

Staff noted that this was reviewed against current code and it would be for council to decide.

Councilwoman Baertsch would like them to be up to 35% sod and some bark mulch.

Sarah Carroll noted that the city has received opinions from others that the bark mulch blows away.

Councilman McOmber thought there should be 35% sod and would like the bark mulch to help with the growth.

Councilwoman Call appreciates the plants and trees increase and feels they have already agreed to the 35% so she would keep it at that. She feels there are ways to keep the bark in place. She thanked him for the changes they have made and likes the project.

Councilman Poduska feels water will be a concern and that 35% sod would help to conserve water.

Councilman Willden thanked them for making the adjustments discussed earlier. He would like the 35% sod.

Paul Evans said the Church was fine with more sod; it was cheaper than trees and pulling weeds. The sole reason they ask to lower the sod was for water conservation.

Motion by Councilwoman Baertsch that approve Consent Calendar item 1.b. Conditional Use and Site Plan for Vista Heights located at 612 West Pony Express Parkway, Evans & Associates Architects, applicant including all staff findings and conditions. Adding the condition that the pork chops at the access points be removed and emphasizing that we still maintain, per engineering conditions, the right to put a median lane down Pony Express Parkway at some time. And also keeping sod to 35% as previously proposed by the applicant and having applicant put bark mulch instead of rock mulch under the canopy of what plants will be at full grown space as per our code as we are giving them the exception from 50 to 35%. Second by Councilman Poduska

Councilwoman Call appreciates that they made recommendation for bark mulch, but she still feels since the application came in prior to the changes proposed to Code that will reflect her vote.

Councilman McOmber noted that because they reduced sod by 15% as a condition from our standard that will reflect what his vote is.

Councilman Willden echoed Councilwoman Call's statement.

Roll Call: Councilman Willden – Nay, Councilwoman Baertsch – Aye, Councilman McOmber – Aye, Councilwoman Call – Nay, Councilman Poduska -Aye Motion passes 3 – 2.

2. **Departmental Update from the Finance Department.**

Chelese Rawlings presented the update. Specifics for property tax, they are coming in stronger as time goes one. Revenues in building license are more than last year.

Councilman McOmber appreciated the clarifications.

Councilwoman Call thanked her for answering earlier questions she asked about page 43 on the general fund, library services is at 31% and what was that from.

Chelese Rawlings noted that computers and maintenance were paid up front. That is a large amount of their budget.

Mark Christensen noted that they are spending the grant on what it was approved for.

Councilman Poduska asked about road fund and water rights fund income was already about 68%.

Chelese Rawlings explained that it was based on the budget and the amount we have received so far. It was accumulating at a faster rate because of development.

Councilman Willden thanked Chelese for her executive summary and the details.

Councilwoman Baertsch asked about the extra expenses for Wild land fire and if the revenue had come in to offset that.

Jess Campbell said he just received the paperwork from the state of Washington today and it would be about 60 days.

3. **Public Hearing: Budget Amendments to the City of Saratoga Springs Budget for Fiscal Year 2014-2015.**
   a. **Resolution R14-45 (10-21-14): A resolution amending the City of Saratoga Springs Budget for Fiscal Year 2014-2015.**

Chelese Rawlings said there was some defunding of projects that are completed. The fire department had budget amendments funds last year and those funds don't roll over but they needed to get those items budgeted. There are also Wild land fire expenses and the liability insurance. On previous applications they had not been including volunteers and this year because of liabilities they did include those this year. This year they had to do a single audit, anytime you receive federal funds over $500,000 than you have to be audited. There are some developer settlements that may be adjusted.

Mark Christensen explained that it was a pioneering agreement where the intent was to prepay it all for a south sewer agreement and roll into impact fees but some parties couldn't work it out so they asked that the city go back to monthly instalments. The city would like to postpone it and they will wait until the disagreements get cleared up.

Public Hearing - **Opened** by Mayor Miller

No comment at this time.

Public Hearing - Closed by Mayor Miller

Councilwoman Call thanked Chelese for her time. She commented that with a single audit requirement, for audit on grant money, could they add it as a line item on the next grant application as an expected expenditure. She appreciated the time Chelese puts forward.

Chelese Rawlings said not unless it's associated with that grant specifically. According to federal government it's the cost of taking our money back from them.

Councilman Poduska was impressed that Chelese always has the answers and was impressed with the number of projects that the city has been coming in under budget.

Councilman Willden thanked Chelese for her help.

Councilwoman Baertsch also noted projects under budget.

Councilman McOmber said it's nice to see the money getting put back into the budget and not just reallocated somewhere else.

Mayor Miller thanked Chelese and all the staff for their time on the budget.

Motion Councilwoman Call to approve Resolution R14-45 (10-21-14): A resolution amending the City of Saratoga Springs Budget for Fiscal Year 2014-2015. Seconded by Councilwoman Baertsch. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska Motion passed unanimously.

4. **Resolution R14-46 (10-21-14): A resolution authorizing the City of Saratoga Springs to join the Utah County Storm Water Coalition and approving the adoption of an Interlocal Agreement with Utah County, Provo, Orem, Pleasant Grove, American Fork, Springville, Spanish Fork, Lehi, Payson, Lindon, Highland, Alpine, Mapleton, Salem, Cedar Hills and Eagle Mountain.**

Jeremy Lapin said we are at MS4 now and we are under obligation to comply with Clean Water Act. Joining this coalition will help with public education, hotlines public can call, information sheets, all the cities pitch in and get a deal for paying for things. He got an email today that it would be a $3600 a year contribution for all those resources.

Councilman Poduska recommended that we become a part of the coalition and asked if it would kick in the federal requirements for water leaving our city and going into the lake.
Jeremy Lapin said the coalition covers two of the things we are obligated to do out of 6.
Councilman Willden was in agreement to join.
Councilwoman Baertsch noted that normally when they join things like this we usually have to have some representation and that Council does not need to attend because staff is.
Jeremy Lapin noted we already have someone attending for that.
Councilman McOmber noted that this is federally mandated and that we have to do these things that cost us a lot, and we don't even have access to the lake water ourselves.
Councilwoman Call echoed the other council members. She noted that the amount to join this coalition far outweighs what it would cost us to do it alone.

Motion by Councilman Willden to approve Resolution R14-46 (10-21-14): A resolution authorizing the City of Saratoga Springs to join the Utah County Storm Water Coalition and approving the adoption of an Interlocal Agreement with Utah County, Provo, Orem, Pleasant Grove, American Fork, Springville, Spanish Fork, Lehi, Payson, Lindon, Highland, Alpine, Mapleton, Salem, Cedar Hills and Eagle Mountain. Seconded by Councilwoman Baertsch.

Councilman McOmber asked that our representative on this coalition work with the other cities to push back and fight the other mandates.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska Motion passed unanimously.

5. **Revisions to the Site Plan Amendments to Westgate Shops B (Café Rio) located at 1513 North Redwood Road, Amsource Development, applicant.**

Sarah Carroll presented the revisions to the site plan. They had wanted to add temporary parking but storm drain system did not work with that plan so they needed to adjust the plan. They want to do a lot line adjustment to give them the extra stalls they need. The adjustment would give them 50 stalls, 9 short of their need. They are requesting to share 9 stalls.

Councilman Willden was good with the proposal and looks forward to them coming to the city.
Councilwoman Baertsch said it was unfortunate that they couldn't do the temporary parking. Her question was on the garbage location and felt it would be hard to get the truck to it and it would take up parking stalls. She asked if it could be put at a different angle or something to help the situation.
Sarah Carroll responded that she thought they could handle it in different ways.
Councilman McOmber appreciated all the research and work done to look at the shared parking in the code to make it workable. He is worried that the parking will still be insufficient.

Councilwoman Call asked about the temporary parking if we could look at a way to still put that in or allow it, she would encourage it. She noted that in the O'Reilly parking there are commuters that park there all day. Based on city's recommendations they did a traffic study, but when traffic numbers were not typical. She appreciated the ones in the packet but they are dated in 2009 and she thinks this area will be over impacted for parking once Café Rio comes in.

Jeremy Lapin said they have struggled with this term 'temporary' is it then a lower standard? and what do you do if it becomes a long term thing and where do you draw the line when it gets misused and requested so much by developers.

Councilwoman Call thinks we can mitigate it. If the applicant is willing to put in extra stalls than we should be able to work through a good process, not that we should have it for everybody that asks.

Councilman Poduska thought it was universal in popular places that there will always be parking issues. Let's get them going first before we worry too much over it.

Mayor Miller said there have been places where people couldn't find parking and people just left.

Mark Christensen noted that this is a good business and he hopes it will bring in more developments which will then have more parking that can be shared.

Motion by Councilman McOmber to approve the revisions to the Westgate Shops B Site Plan Amendment for Café Rio, located at 1513 North Redwood Road, with the findings and conditions listed in the staff report. Seconded by Councilman Poduska

Councilwoman Baertsch wanted to add a condition that either they have garbage pickup outside business hours, or adjust the direction of garbage surround.

Councilman McOmber thought it could be amended to minimize impact on parking for garbage collection.

Councilman Poduska accepted the condition.

Kevin Thurman said that is a hard condition for city to enforce since it's not very specific.

Councilwoman Call recommended **that no parking be blocked during business hours**.

The amendment was accepted by Councilman McOmber and Councilman Poduska.

Councilman Poduska asked if the garbage area could be accessed by the street instead of the parking lot.

Councilman McOmber thought the amendment fixed it. He thinks if they want to move it they could direct staff to work through that.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska Motion passed unanimously.

Items 7 and 8 were moved forward.

7. Continued Decision on the Rezone for Sail House located at 4500 South Redwood Road, Josh Romney and Paul Linford, applicant.

a. Ordinance 14-24 (10-21-14): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the City of Saratoga Springs' Official Zoning Map for certain real property (Sail House); instructing the City staff to amend the City Zoning Map and other official zoning records of the City; and establishing an effective date.

8. Preliminary Plat for Sail House located at 4500 South Redwood Road, Josh Romney and Paul Linford, applicant.

Kimber Gabryszak reviewed the site and preliminary plat (item 8) She also reviewed Planning Commission recommendations for the preliminary plat. She reviewed Applicants requests for lessened connectivity.

Councilwoman Baertsch understood that they wanted to make it a gated community. She suggested a solution in the manner of trails that would connect that could be driven on if necessary for routing in emergencies. She asked where they were on the secondary water issue.

Jeremy Lapin said they are working on the water funding and that one of the new projects is for a well in the south.

Mark Christensen said they are selling bonds tomorrow for the funding. He reminded council that we need to hear from the developer.

Paul Linford was glad to hear about the access idea he thought he could make that work. He noted the next issue they were working on was irrigation they would start tomorrow with Jeremy.

Councilwoman Baertsch said they should take care of the corridor with their HOA, not the city.

Councilman McOmber was excited to see the new gated community and project come into the city. He was disappointed that there was not going to be a clubhouse but felt in this case it wouldn't be that big of a deal. They should be consistent and that this development maintains the corridor along Redwood Road.

Councilwoman Call was concerned about the connectivity, having been in areas that needed evacuation and felt that a 15' trail would not be adequate. She appreciates the out of the box thinking but where the city is so narrow and limited she would prefer enforcing the code that says there needs to be logical connections between neighborhoods. She is grateful for the new development and rezone.

Councilman Poduska thinks it's a nice addition to the city. He thinks that there should be better connectivity, at least one connection as part of the preliminary plat. He got clarification on the lakeshore trial connectivity. He asked about the secondary water connection, if it would be a well outside of the community.

Jeremy Lapin said it would be outside this development and would be for secondary for more than this community. They are hoping for a minimum of 500 gallons.

Councilman Poduska asked on the explanation of drainage corridor trail

Jeremy Lapin said Olaf canyon is unique and this developer has done a good job of identifying this for the future so that there is somewhere for the water to go when the area develops. This will help concentrate the discharge.

Councilman Poduska said he is all for the project and strongly recommends connecting streets so it's not isolated.

Councilman Willden said this is a great product and something a lot of people in the city would like to move to. He thinks Councilwoman Bartech's solution for connectivity is good.

Councilwoman Call commented on the septic tanks Utah Lake Commission had discussed these concerns and she asked Kimber to address it as she was present.

Kimber Gabryszak commented that the ULC's concerns were for leaching into the lake, collapsible soils, and issues like that. The County Health department was able to address most of those issues and also as part of the City Code update they require a setback of 200 ft. sq. so most of that has been addressed and meets the requirements.

Paul Linford commented on the corridor to the north, their problem was that when they had talked to the Council a year or so ago Council had asked that they come up with a special product and that is hard in itself. He thinks they can handle the emergencies but he doesn't think anyone would want to buy into a gated community with a hole in it. He feels they have given what they were asked to give. He asks that they give them an option that would avoid the hole.

Councilwoman Call asked about emergency access in Hillside Ridge. She is thinking where all of Lake Mountain and this area in an emergency would have to go south to this subdivision and go north through it if Redwood Road was closed. There is not another north bound option. The only other option is to go south through Elberta. She would be ok with an emergency access.

Kimber Gabryszak did represent this to neighboring property owners who said if this was approved they would be interested in doing more gated communities.

Councilman Poduska said he would be ok with a crash gate.

Motion by Councilwoman Baertsch to approve Ordinance 14-24 (10-21-14): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the City of Saratoga Springs' Official Zoning Map for certain real property (Sail House); instructing the City staff to amend the City Zoning Map and other official zoning records of the City; and establishing an effective date. Including all staff findings and conditions. And move that we approve Preliminary Plat for Sail House located at

4500 South Redwood Road, Josh Romney and Paul Linford, applicant including all staff findings and conditions, and asking that the applicant for final plat bring back a plan for connectivity. Seconded by Councilwoman Call.

Kimber Gabryszak noted an additional condition: **a note alerting buyers to the requirements of the wild land urban interface shall be added to the final plat.**

The additional condition was accepted.

Councilman McOmber would add that the suggestion given by Councilwoman Baertsch for connectivity be added as a condition so that there is better direction given to applicants.
Councilwoman Call asked Chief Campbell what the needs would be for emergency access.
Chief Campbell said their preference would be 20 ft. with a crash gate that would have a city lock.
Councilwoman Call would be ok with that.
Jeremy Lapin noted the most logical placement would be on the north.
Councilman McOmber said he thought they needed it on the north side.
Councilwoman Call asked how wide they would require it be.
Councilwoman Baertsch responded 20 ft.
Councilman Willden asked for clarification on the motion.
Councilwoman Baertsch it should say **when they bring it back it should show the connectivity that we need to the north.**

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska Motion passed unanimously.

6. Continued Public Hearing: Revisions to Title 19 of the City of Saratoga Springs Land Development Code.

a. Ordinance 14-23 (10-21-14): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs Land Development Code and establishing an effective date.

Kimber Gabryszak went over changes recommended from the last meeting. Among changes are some added graphics to help explain measurements. The fencing subcommittee met today and recommended changes in 7a. "Where trail corridors not maintained by the City immediately abut a road, privacy fencing may be installed. Exception; all fencing a long Redwood Road shall be semi-private."

Councilman McOmber noted that his concern along Redwood Road is that it not become a cement tunnel where there are no eyes on the trail. People can't see if someone may need help. He would prefer the semi-solid fencing but mentioned that they may make exceptions where a solid wall is broken up with view corridors for some communities.
Councilwoman Call realized that they are looking at safety but thinks that there is a lot of open space between the road and the fence and that they could put wording in the code that if there was so much of a buffer that it would be allowable. She wants to be sure we are looking at all the solutions.
Councilman McOmber appreciated the comments and notes that there are places where there is a berm that blocks views from Redwood Road where someone could be grabbed for instance and no one would see from the road. He thinks how we had it works but if we could have that exception than any Council could evaluate specific cases.
Kimber Gabryszak would recommend they leave the fencing change for trail corridors and that if that if that is the only item they are held up on tha they only table that part on 7a. and b.
Councilman Willden would like to see the flexibility applied to Redwood Road. He thinks with the right conditions it could be appropriate. He likes the concept that it could be a solid fence maintained by HOA.
Councilman McOmber doesn't like it as an exception but would like to see that as conditions added instead.
Councilman Willden said yes they were on the same page on that.
Kimber Gabryszak continued with changes on parallel fencing and that there were times a privacy fence was required, for instance when there is a pool in a yard.

Councilwoman Baertsch thought standard pool fencing was wrought iron style.
Councilwoman Call thought it might be an attractive nuisance liability if it was semi-private.
Kimber Gabryszak said they could table parallel fencing along with trail fencing. She continued with Lighting.
Councilman McOmber asked for clarification on up lighting in trees.
Councilwoman Call thought the 90 deg. code would cover that item.
Councilman McOmber thinks that we don't want to open it up for misinterpretation. Make it as clear as possible.
Kimber Gabryszak said we could say up lighting in landscaping was not allowed.
Councilman Willden asked how lower lighting would affect safety in businesses.
Kimber Gabryszak noted there was clarification that when they turn off 50% after 11p.m. that it could still have motion sensors.
Councilwoman Call asked if it was just within JLUS area.
Kimber Gabryszak said this whole chapter covers the whole city with some stricter limitations within the JLUS area.
Councilman McOmber suggested that it clarify the upward landscape lighting was in JLUS area.
Kimber Gabryszak continued with Subdivisions.
Councilwoman Call wanted to clarify if these applied to homeowners, not just businesses.
Kimber Gabryszak said the homeowners requirement is much simpler, but if they don't comply with those standards than they can enforce them.
Councilwoman Call said the wording did say that homeowners would have to comply.
Kimber Gabryszak will fix that wording to be clearer.
Kimber Gabryszak continued with Processes.
Councilman Willden said he appreciates all the work that has been put into this. He feels this is making things less restrictive for homeowners and is clearer for developers.
Councilwoman Baertsch was good with the changes.
Councilman McOmber asked about building heights and how it relates to sloped lots.
Kimber Gabryszak clarified how the measurements would be taken. They noted 6 houses in the city that would not comply and would be grandfathered in.
Councilman McOmber said he was not comfortable with that, where there were slopes, houses should be able to have those walk out basements.
Councilwoman Call said they had tried to find a way that would be the best for all. They had tried to find a way to best interpret what the spirit of what the prior Councils had wanted. 35' was three stories and with only 6 houses in the community that didn't comply they felt it was sufficient.
Councilman McOmber doesn't want to limit people from building nice quality products. He gets nervous when they change code for one person or home.
Councilman Willden said he hadn't noticed this before and asked if it was something they could table.
Councilman McOmber would like to table this section. He had another concern for the rock sizes in landscaping.
Councilwoman Call said originally is said it had to be 2 different sizes.
Councilman McOmber thinks there is so much variation in the rocks anyway. It should be simpler.

Public Hearing – Opened by Mayor Miller
No comments at this time.
Public Hearing - Closed by Mayor Miller

Motion by Councilwoman Call to approve Ordinance 14-23 (10-21-14): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs Land Development Code and establishing an effective date. Removing the word "ponds"; tabling the building height for further discussion, and tabling parallel fencing, and fencing along corridors. Second by Councilman McOmber.

Kimber Gabryszak clarified some of the direction given by Council. **That we reword the single family dwelling section for Landscaping to clarify that they don't have to submit landscape plans and streamline that section and also clarify that upward directed landscape lighting is not permitted in the JLUS overlay area.**

Councilwoman Call and Councilman McOmber accepted the amendment to the motion.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska Motion passed unanimously.

9. Continued from Work Session- Engineering Updates:

a. Discussion of Fiber Optic and Conduit trade with Avative.

b. Discussion of an Easement Agreement with Richard Chiu for Market Street Storm Drain Outfall.

Item postponed by request from City Manager.

c. Discussion of water master plans.

d. Discussion of the Storm Water Permit Code.

10. 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.

Council Councilwoman Call made a 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. Seconded by Councilwoman Baertsch. Aye: Councilman McOmber, Councilwoman Baertsch, Councilman Willden, Councilman Poduska and Councilwoman Call. Motion passed unanimously.

Meeting Adjourn to Closed Session 9:40 p.m.

Closed Session

Present: Mayor Miller, Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Mark Christensen, Kevin Thurman, Spencer Kyle, Nicolette Fike, Jeremy Lapin, Kimber Gabryszak

Call to Order 9:45p.m.

Closed Session Adjourned at 10:40 p.m.

Policy Meeting Adjourned at 10:40 p.m.

_____ _____

Date of Approval Mayor Jim Miller

_____

Lori Yates, Rec

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Beacon Point
Preliminary Plat
November 18, 2014
Public Meeting

Report Date:	November 4, 2014
Applicant/Owner:	Paul Watson / Mendenhall
Location:	Approximately 4300 South Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	16-003-0032; 63.64 acres
Parcel Zoning:	Conditional R-4, Low Density Residential
Adjacent Zoning:	PC (south); R-3 (north)
Current Use of Parcel:	Vacant
Adjacent Uses:	Undeveloped Teguayo (south); Lake Mountain Single Family Residential (north)
General Plan Designation:	Low Density Residential (1-4 units per acre)
Previous Meetings:	Concept Plan Review: PC 1-24-13 and CC 2-5-13; Preliminary Plat approval 07-16-13; Concept Plan Review (R-5 Rezone): PC 1-23-14 and CC 02-18-14 (denied); Concept Plan Review (R-4 Rezone): PC 5-22-14; Conditional Rezone to R-4: CC 06-17-2014; Preliminary Plat Recommendation: PC 10-23-2014
Previous Approvals:	Preliminary Plat Phase 1 only (50 lots)
Land Use Authority:	City Council
Future Routing:	Public Meeting with City Council (Final Plats)
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for Preliminary Plat approval for 154 single-family lots (4 Phases) on 63.64 acres for a density of 2.42 units per acre. The applicant is proposing a minimum lot size of 9,000 square feet. The proposed Preliminary Plat shows a total of 14.52 acres of open space, 6.29 acres of which is either in storm water detention areas or with slopes greater than 30% grade; therefore the net usable open space is 11.375 acres, which is 17.88% of the property.

Recommendation:
Staff recommends that the City Council conduct a public meeting and at their discretion discuss the proposed Preliminary Plat, and choose from the options in Section "I" of this report. Options include a motion to approve as recommended by staff, a motion to approve as contingent upon additional conditions, a motion to deny based on non-

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compliance with findings of specific criterion, or a motion to continue the item to gather additional supportive information.

B. Background:

A Concept Plan for the Beacon Point Development was reviewed by the Planning Commission (1-24-13) and City Council (2-5-13) under the name of "Sugar Plumb". The City Council approved a Preliminary Plat for a portion of the site (32.71 acres) on July 16, 2013, which included 50 lots. Since receiving approval, the applicant has discovered that, due to the high cost of infrastructure needed to serve this development, they are not able to move forward with the previously approved Preliminary Plat. Therefore the applicant submitted a request to rezone the property from the R-2 to the R-5 zone, which was denied by the City Council on February 18, 2014. Subsequently, the applicant submitted a request to rezone the property from R-2 to R-4 which was conditionally approved on June 17, 2014 (minutes attached). On October 23, 2014 the Planning Commission held a public hearing and voted 5-0 to forward a positive recommendation to the City Council to conditionally approve the Preliminary Plat (all 4 phases).

C. Specific Request:

The applicant is now seeking Preliminary Plat approval for 154 single-family lots on 63.64 acres of property from the City Council. The Preliminary Plat shows lots with a minimum size of 9,000 square feet, which is the minimum lot size permitted in the R-4 zone.

D. Process:

Per section 19.12.03 of the City Code, all subdivisions must receive Preliminary Plat approval. An application for a Preliminary Plat shall follow the approved City format. Subdivisions are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for subdivision approval involves a formal review of the Preliminary Plat by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the Preliminary Plat in a public meeting and formally approves the Preliminary Plat. Final Plats are reviewed and approved by the City Council in a public meeting.

E. Community Review:

Per 19.13.04 of the City Code, this item has been noticed in *The Daily Herald*, and each residential property within 300 feet of the subject property was sent a letter at least ten calendar days prior to this meeting. As of the completion of this report, the City has not received any public comment regarding this application.

F. General Plan:

The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Preliminary Plat shows an overall density of 2.42 units per acre, and as such demonstrates that the property can be developed in a way that is consistent with the General Plan.

G. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria are pertinent requirements for Preliminary Plats listed in Sections 19.12 (Subdivision Requirements) and 19.04.14 (R-4 Requirements) of the City Code.

Permitted or Conditional Uses: complies. Section 19.04.14(2 & 3) lists all of the permitted and conditional uses allowed in the R-4 zone. The Preliminary Plat shows single family residential building lots which are supported as a permitted use in the R-4 zone.

Minimum Lot Sizes: complies. 19.04.14(4) states that the minimum lot size for residential lots is 9,000 square feet. The smallest lot shown on the Preliminary Plat is 9,000 square feet, with a minimum corner lot square footage of 9,900 square feet.

Setbacks and Yard Requirements: complies. Section 19.04.14(5) outlines the setbacks required by the R-4 zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 8/16 feet (minimum/combined)

Rear: Not less than twenty feet

Corner: Front 25 feet; Side abutting street 20 feet

The typical setback and P.U.E. details shown on the plats are in compliance with all of these minimum setback requirements.

Parking, vehicle and pedestrian circulation: complies. The City's Master Transportation Plan shows a collector road running east/west within the northern portion of the Preliminary Plat. During previous meetings, staff, the Planning Commission, and City Council have raised concerns regarding safety and traffic efficiency for collector roads with a large number of private driveways. In order to reduce the potential number of driveways backing directly onto the collector road, staff has recommended that the Preliminary Plat employ a type of shared driveway design.

Example of Shared Driveway Design:

The shared driveways would be privately owned and maintained with access provided by an easement (shown on Preliminary Plat). Staff recommends that if an HOA is established to maintain other areas of this development, that the HOA should also maintain the landscaping within the islands and the pavement within the private driveways. If an HOA is not established

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then these areas should be maintained by the adjacent property owners. Details of providing initial landscaping and long term irrigation to these landscaped islands will be resolved at time of Final Plat.

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. Staff recommends, as a *clarifying* condition of approval, that homes with shared driveway access also have individual private driveways that are 20 feet deep in order to keep the shared driveways clear and usable. Staff believes that the proposed lots are of sufficient size to support this requirement.

The proposed subdivision will connect with two existing stubbed streets in the Lake Mountain Estates subdivision and two new intersections onto Redwood Road.

Fencing: can comply. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The Code states that in an effort to promote safety for citizens using these *trail corridors* and security for home owners, fences shall be semi-private.

A 6-foot tall wrought iron style fence is proposed along the lots that directly front Redwood Road (along the Redwood Road trail corridor); however the vast majority of the proposed fencing between the other private lots and open space is a 6 foot tall beige solid vinyl fence. Most of the open space throughout the development includes a trail; therefore, the fencing must be amended to be semi-private in all the areas that include a trail.

The applicant is aware of this issue and is fine with either type of fencing.

Open Space: potential issues, can comply. The City Code requires a minimum 15% open space; therefore this development is required to have 9.546 acres of open space. The proposed Preliminary Plat shows a total of 14.52 acres of open space, 6.29 acres of which falls into the category of sensitive land because it is either in storm water detention areas or has slopes greater than 30% grade. Up to 50% of sensitive land can be included in the calculation of open space, therefore the net open space is 11.375 acres, which is 17.88% of the property.

This Preliminary Plat includes 4 phases. All of the open space will be developed in the first phase.

Open Space is defined in Section 19.02 as:

a. means an open, landscaped, and improved area that:
    i. is unoccupied and unobstructed by residential or commercial buildings, setbacks between buildings, parking areas, and other hard surfaces that have no recreational value;
    ii. provides park or landscaped areas that meet the minimum recreational needs of the residents of the subdivision;
b. includes parks, recreational areas, gateways, trails, buffer areas, berms, view corridors, entry features, or other amenities that facilitate the creation of more attractive neighborhoods;
c. may include hard surfaced features such as swimming pools, plazas with recreational value, sports courts, fountains, and other similar features with recreational value, as well as sensitive lands with recreational value, subject to the limitations stated in the definition of sensitive lands, within a development that have been designated as such at the discretion of the Planning Commission and City Council; and
d. may not include surplus open space located on another lot unless such surplus open space was previously approved as part of an overall site plan, development agreement, or plat approval.

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At the time the Planning Commission reviewed the Preliminary Plat, almost all of the open space shown within this development was vegetated with "native seed mix". The frontage of Redwood Road between the sidewalk and roadway was the only area that has turf-grass and trees. The Preliminary Plat only had minor improvements within the open space with the main improvement being approximately 1,950 linear feet of trails.

Apart from the trails, there were no other improvements with the provided open space. Due to this fact, staff asked the Planning Commission to consider the following two questions:

1) Does the proposed open space meet the minimum recreational needs of the residents of the subdivision, and;

2) what areas (if any) should be dedicated to and maintained by the City?

Question #1 - Does the proposed open space meet the minimum recreational needs?
The closest regional park is Marina Park, which is located over a half mile away to the northeast. There are other smaller neighborhood parks located to the north in the Lake Mountain Estates development.

Below is a map that shows the locations of these existing parks in relation to the proposed Beacon Point Preliminary Plat.

For comparison purposes, the portion of the Lake Mountain Estates located below Harbor Parkway contains 210 lots. Within this area there is one neighborhood pocket park (Mountain Moon Park) which is approximately 1 acre in size. It has 2 small covered pavilions with picnic tables, one play structure, and the remaining area improved with turf-grass.

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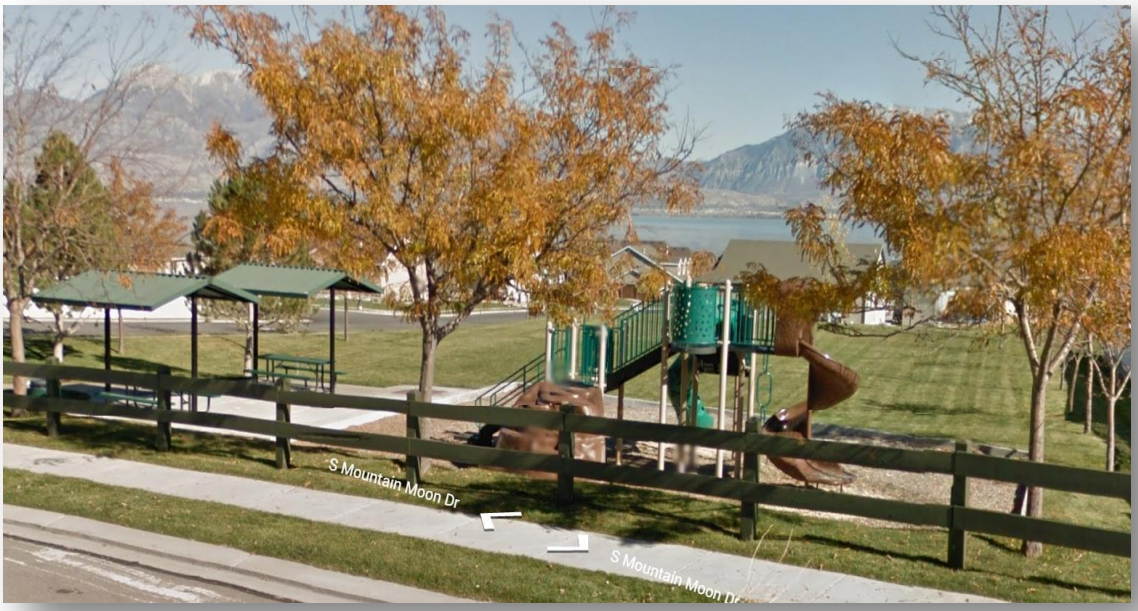
Mountain Moon Park:



After reviewing the previous open space design, staff and the Planning Commission believed that additional *improved* open space should be required by the City Council in order to meet the minimum recreational needs of the proposed 154 lot subdivision.

Based on this feedback from the Planning Commission public hearing, staff held a meeting with the applicant on November 4th to discuss ways to improve the open space in a way that not only would meet the minimum recreational needs of this neighborhood, but also be designed in a manner that would not be onerous to maintain (either by the City or an HOA).

The open space exhibit included at the end of this report is a result of that meeting. The finished details of some of these improved areas will be provided as part of the Final Plat for Phase 1, which will be reviewed and approved by the City Council.

Question #2 - what areas (if any) should be dedicated to and maintained by the City?
The Preliminary Plat currently has notes from the applicant that state all of the open space will be dedicated to and maintained by the City. As stated, the Preliminary Plat that was evaluated by the Planning Commission had open space that was essentially all unimproved except for trails native seed mix. These minor improvements in and of themselves were not enough for the Planning Commission to forward a positive recommendation to the City Council to take over the long term maintenance of these open spaces.

However, this reluctance to recommend that the City should own and maintain the open space should be alleviated considering the update to provide improved open space and in consideration of the other items that staff and the Planning Commission did discuss, which are included below:

Regional Trail Significance:
The map on the following page shows a portion of the adopted Trails Master Plan. The map shows two regional trails within the Beacon Point development; one along the frontage of Redwood Road, and one along running up Lime Kiln Canyon drainage. These regional trails should be available for the general public.

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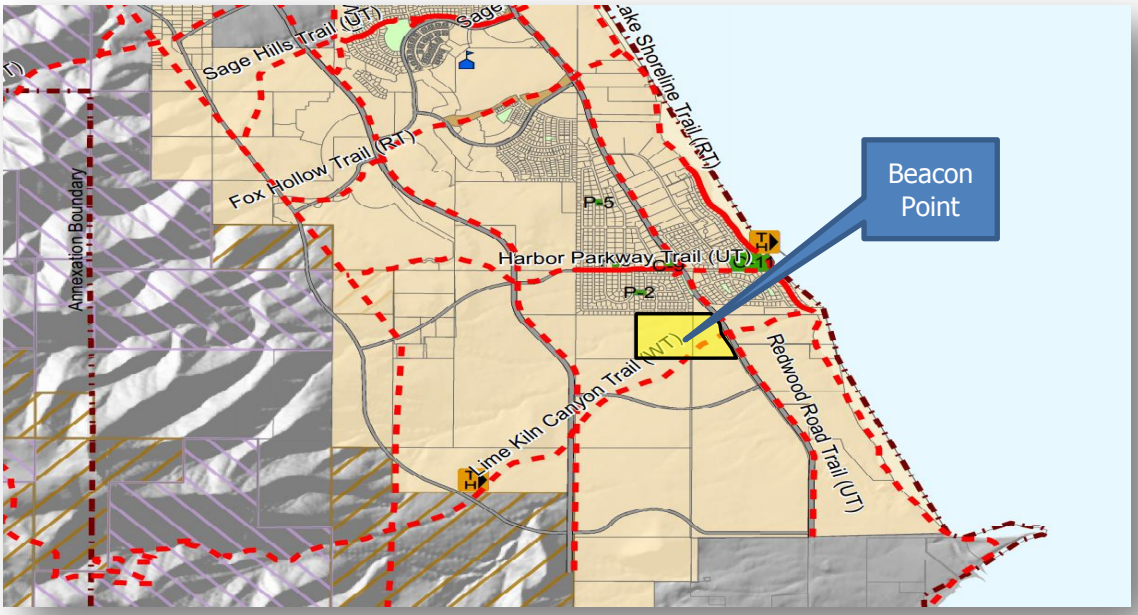
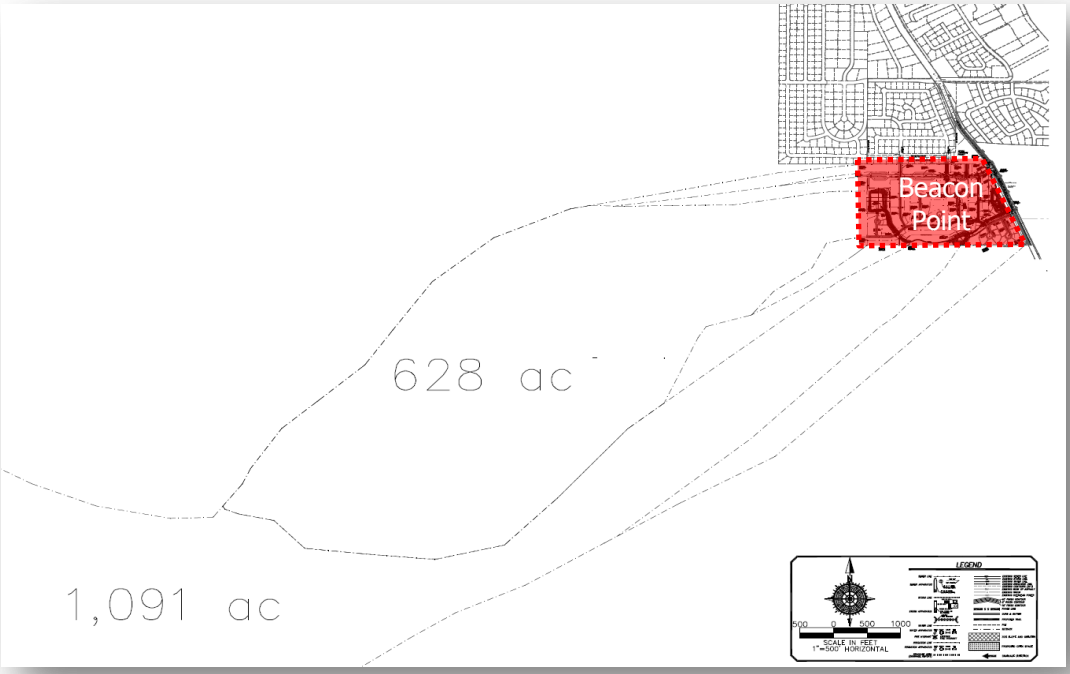
Adopted Trails Master Plan (Southern Section):



Improved Regional Drainage:

Another item to consider is when determining if the City should maintain the open space within this development is the overall drainage improvement the Beacon Point development is providing to this part of the City. The following exhibit shows that the improvements proposed within Beacon Point have been designed to handle over 1,700 acres of drainage. These improvements not only provide storm water run-off protection for Beacon Point, but also for the existing Lake Mountain Estates.



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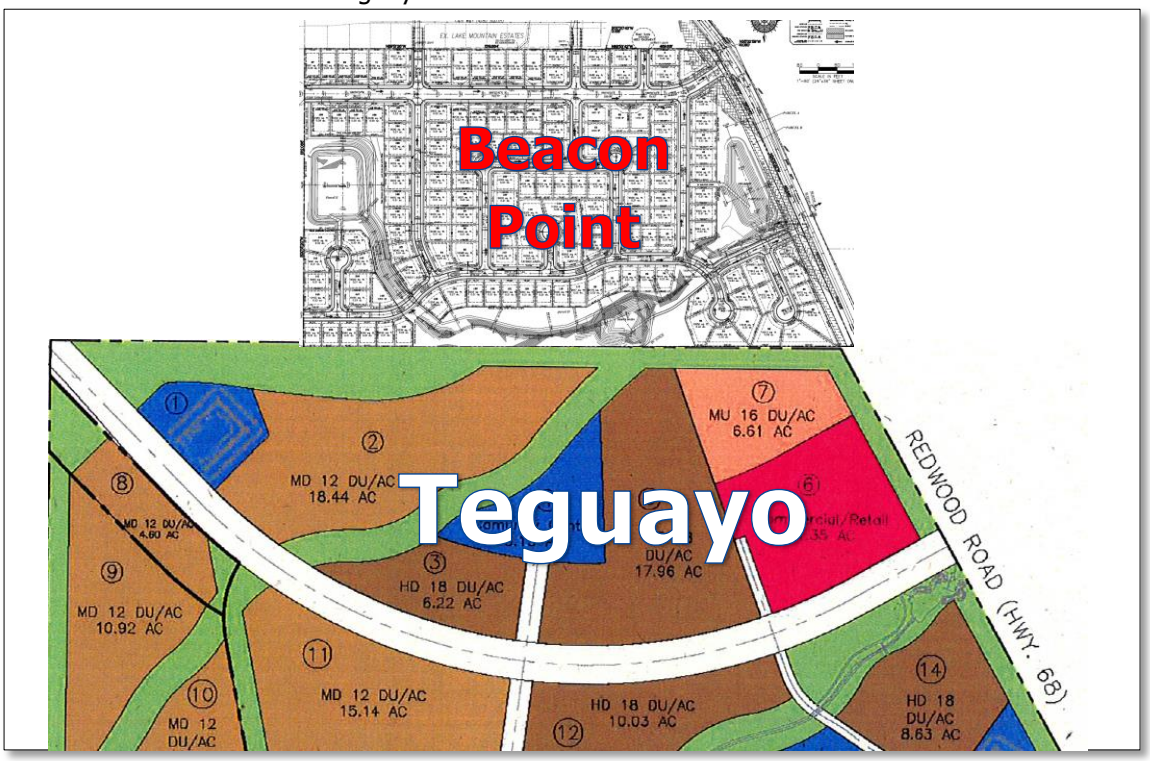
The two debris basins shown on the Preliminary Plat will require event driven maintenance to ensure that they retain their hydrologic effectiveness in providing protection to this portion of the city. Engineering and Public Works staff believe that maintenance of this drainage system should be the stewardship of the City. Relying on an HOA to do the necessary maintenance of this drainage system could lead to problems in the future.

Combined Regional Open Space:
The last thing to consider is that the drainage and open space associated with Beacon Point will eventually become part of the larger open space and drainage solution associated with the development of property to the south (Teguayo). This area will also likely be maintained by the City since it too will include regional trails and handle offsite storm water flows.

Beacon Point in Relation to Teguayo Master Plan:



Wildland / Urban Interface: can comply. The proposed Preliminary Plat has a significant number of lots that are required to provide proper setbacks in accordance with the Wildland-Urban Interface Code. The Fire Department has analyzed the fuel types located in this area and has concluded that a 30 foot defensible space between structures and unimproved open space should be required. Because the need for this defensible area will shift as the development is built, these areas will be addressed and clearly shown on the Final Plats for each of the 4 Phases.

Development Agreement:
This Preliminary Plat includes 4 phases and a significant amount of infrastructure. In order to address the phasing of infrastructure, possible reimbursements associated with upsizing and offsite work, and open space improvements the Final Development Agreement should be reviewed and approved prior to recordation of any Final Plat. A Draft Development Agreement is attached to this report, but there could be minor amendments to the agreement as the final details of the subdivision are produced as part of the Final Plats.

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H. Recommendation and Alternatives:

After evaluating the required standards for Preliminary Plats located in an R-4 zone, staff recommends that the City Council conduct a public meeting and choose one of the following motions:

Recommended Motion:

"Based upon the evidence and explanations received today, I move that the City Council approve the Beacon Point Preliminary Subdivision Plat on approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road, with the findings and conditions below:

Findings:

1. As stated in Section G of this report, the proposed subdivision plat is consistent with the General Plan and Land Development Code with the recommended conditions. All findings in Section G of this report are incorporated into these findings by this reference.

Conditions:

1. That per Section 19.12.02(5) of the City Code, the Preliminary Subdivision Plat shall remain valid for twenty-four months from the date of City Council approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extensions must be requested within twenty-four months of site plan/Subdivision approval and shall not exceed twelve months."
2. Prior to Final Plat approval, the fencing between private lots and open space shall be amended to be in compliance with section 19.06.09 of the Land Development Code.
3. No Final Plats shall be recorded until the secondary water issues have been resolved.
4. Note "IM-110" shall be amended to state, "reduce height of fence to 3 feet from sidewalk to *25* feet back into the property".
5. The Final Plats shall include the following note associated with the shared driveways; "Prior to the occupancy of any structure requiring a shared driveway, the associated shared driveway shall be fully completed."
6. Final open space improvements shall be reviewed and approved as part of the Phase 1 Final Plat.
7. If an HOA is established to maintain other areas of this development, the HOA shall also maintain the landscaping within the islands and the pavement within and adjacent to the private driveways. If an HOA is not established then these areas shall be maintained by the adjacent property owners.
8. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
9. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
10. Houses that have a shared driveway must also have a private driveway with a minimum length of 20 feet measured between the shared driveway and front of garage (per Section 19.09.11 of the Land Development Code).
11. That a Development Agreement shall be approved prior to the recordation of any Final Plats.
12. Any other conditions as articulated by the City Council:

_____

_____

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:

_____

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_____

Alternative Motion B

"Based upon the evidence and explanations received today and the following findings, I move that the City Council deny the Beacon Point Preliminary Subdivision Plat on approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road. Specifically I find that the following standards and/or code requirements have not been met:"

List Specific Code Standards and Requirements:

_____

_____

_____

I. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Preliminary Plat Exhibits
5. Draft Development Agreement
6. City Council June 17, 2014 Minutes (Rezoning Action)
7. Planning Commission October 23, 2014 Minutes (Preliminary Plat Public Hearing)

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City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Beacon Point
Date: November 18, 2014
Type of Item: Preliminary Plat Approval

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted a preliminary plat application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Paul Watson*
Request:	*Preliminary Plat Approval*
Location:	*Approximately 4300 S. Redwood Rd.*
Acreage:	*63.64 acres - 154 lots*

C. Recommendation: Staff recommends the approval of preliminary plat subject to the following conditions:

D. Conditions:

A. 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.

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

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

D. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

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

F. 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.

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G. Developer shall provide plans for and complete all improvements within pedestrian corridors.

H. 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.

I. Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

J. 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 for all developed property) 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.

K. Project shall comply with all ADA standards and requirements.

L. The existing secondary water system cannot support this project. An additional source is required in the area to alleviate the extreme pressure swings that the current system would experience if this project is added. Although the culinary system could support both the indoor and outdoor demand for this project, this would use up significant amounts of the remaining capacity in the system and is not recommended.

M. The developer shall provide turn-around's at all temporary dead ends greater than 150-ft compliant with International Fire Code and City Standards.

N. Developer shall improve and dedicate, to City standards, the required half width of Redwood Road along the entire frontage.

O. Developer shall provide and install formal landscaping and irrigation systems in all detention basin areas.

P. Developer shall ensure all sensitive lands are placed in protected open space and out of residential lots.

Q. Developer shall preserve natural drainages to the maximum extent practical and shall maintain a minimum setback of 100-ft from top of bank to the nearest structure unless adequate erosion control mitigation can be provided to justify the use of a lesser setback on the recorded plat. All trails and home finish floor elevations shall be a minimum of 2-ft above the 100-yr high water elevation of any adjacent drainage or waterway.

R. Developer shall provide a comprehensive storm water model showing the 100-yr

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flow high water boundary along the natural drainages as well as a minimum freeboard of 2'. No lot shall contain any part of the drainage below the top of existing bank or the 2-ft freeboard boundary, whichever is the greater distance from the drainage flow line.

S. Any culverts installed in the natural drainages shall be designed to convey the 100-yr flow with a minimum freeboard of 18 inches.

T. Developer shall show on final construction drawings and build with each plat all master planned infrastructure as directed by the City Engineer. Utility mains shall be extended to the boundaries of each plat to facilitate future development.

U. The developer shall provide a wild land interface on the west and south boundaries of this property that will properly mitigate the risk of wildfires.

V. Developer shall ensure all water lines will meet required fire flows.

W. Developer shall ensure that any portion of drainage channel that is modified or created shall not have slopes that exceed 3:1 and ensure adequate permanent stabilization is provided.

X. Developer shall work with the City, prior to final plat, to develop the best solution to mitigate upland flows.

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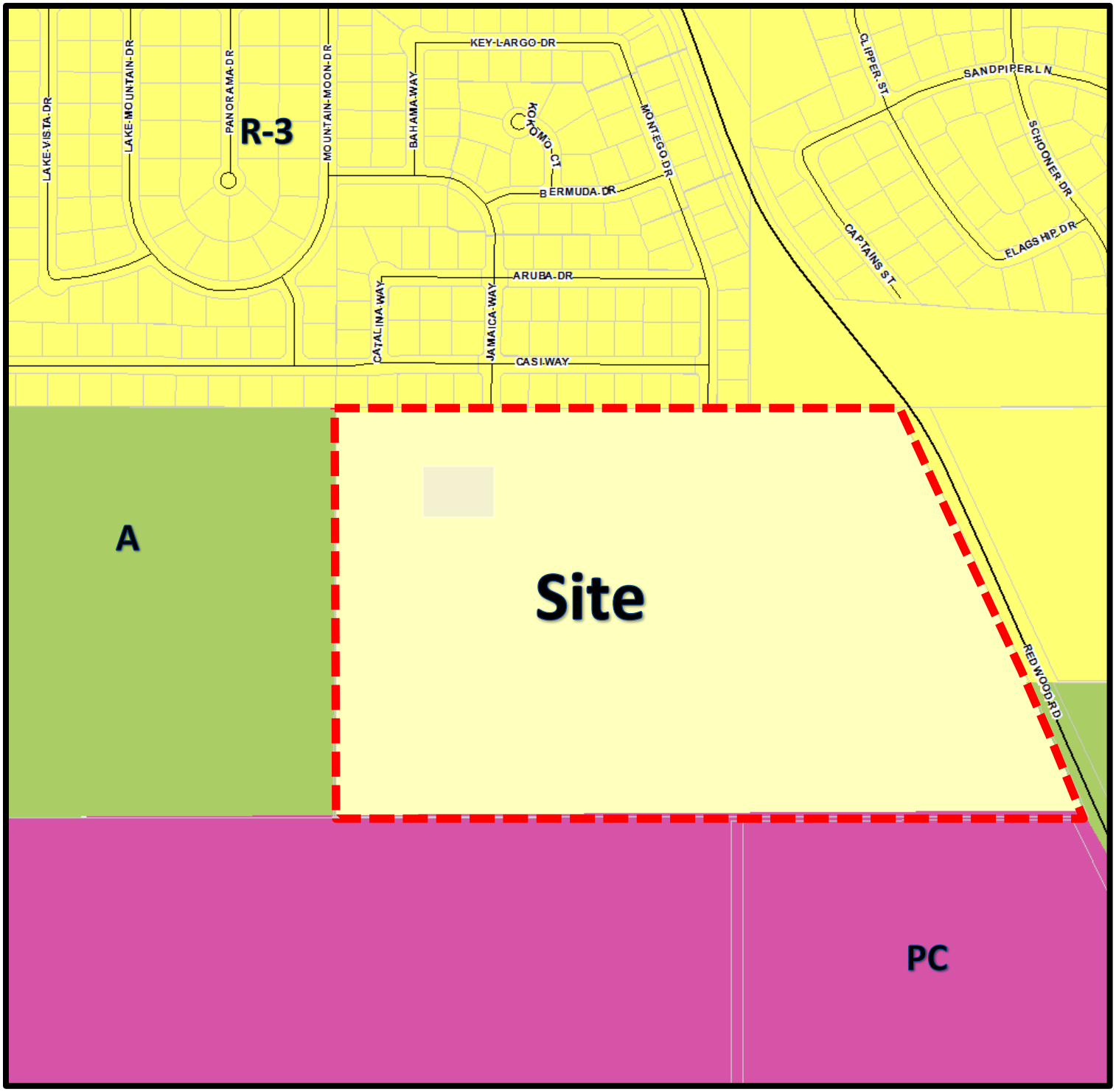
Zoning and Location Map



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Aerial Photo

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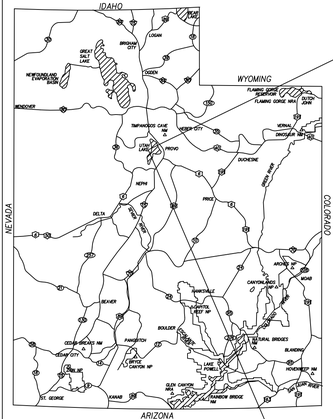
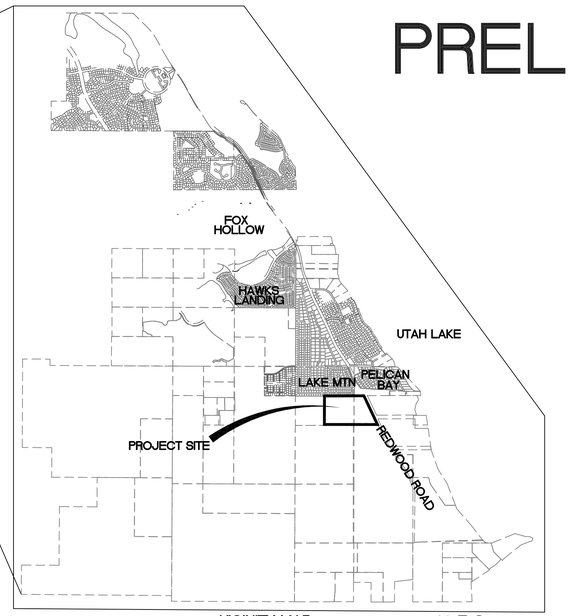
BEACON POINT PHASE 1

LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT



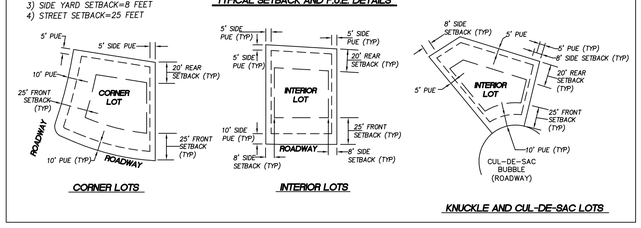
VICINITY MAP
NOT TO SCALE



VICINITY MAP N.T.S.

NOTES:
1) 5' SIDE AND REAR YARD, 10' FRONT PUE, AROUND ALL LOTS
2) REAR YARD SETBACK=20 FEET
3) SIDE YARD SETBACK=8 FEET
4) STREET SETBACK=25 FEET

TYPICAL SETBACK AND PUE DETAILS



CORNER LOTS INTERIOR LOTS KNUCKLE AND CUL-DE-SAC LOTS

NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.
*"APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**QWEST**
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
COMCAST CABLE TELEVISION	QWEST

PROJECT ENGINEER:

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.55'	14.99'	21.20'	N44°52'46"W	89°59'17"
C2	23.54'	14.99'	21.20'	N45°10'07"E	89°59'17"
C3	23.56'	15.00'	21.21'	S44°51'14"E	89°59'17"
C4	23.57'	15.00'	21.22'	N45°08'46"E	90°00'43"
C5	23.55'	15.00'	21.21'	N45°09'55"E	89°58'24"
C6	23.57'	15.00'	21.22'	S44°50'05"E	90°01'36"
C7	25.89'	15.00'	22.79'	N49°15'54"W	98°53'13"
C8	17.43'	15.00'	16.46'	S33°27'33"W	66°33'41"
C9	80.76'	261.50'	80.44'	N81°18'15"E	17°41'45"
C10	68.57'	261.50'	68.37'	N64°56'41"E	15°01'23"
C11	52.34'	338.50'	52.29'	S85°43'18"W	8°51'36"
C12	23.55'	15.00'	21.21'	S45°09'34"W	89°57'41"
C13	23.57'	15.00'	21.22'	N44°50'27"W	90°02'19"
C14	20.21'	15.00'	18.72'	N38°47'07"E	77°12'48"
C15	83.23'	278.00'	82.92'	N68°48'53"E	17°09'17"
C16	34.48'	222.00'	34.45'	N64°41'13"E	8°53'58"
C17	41.88'	278.00'	41.84'	S64°33'09"W	8°37'50"
C18	41.05'	222.00'	40.99'	S65°32'03"W	10°35'38"
C19	74.81'	222.00'	74.46'	S80°29'08"W	19°18'32"
C20	23.56'	15.00'	21.21'	S44°51'14"E	89°59'17"
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C21	23.57'	15.00'	21.22'	N45°08'46"E	90°00'43"
C22	23.57'	15.00'	21.22'	N44°50'05"W	90°01'36"
C23	12.74'	15.00'	12.36'	S24°30'45"W	48°40'05"
C24	70.99'	50.00'	65.17'	S8°10'30"W	81°20'35"
C25	79.62'	50.00'	71.47'	S78°07'05"E	91°14'35"
C26	31.08'	50.00'	30.58'	N38°27'13"E	35°36'49"
C27	18.20'	15.00'	17.10'	N55°23'58"E	69°30'19"
C30	38.18'	250.00'	38.14'	N64°36'44"E	8°45'00"
C31	74.85'	250.00'	74.57'	S68°48'53"W	17°09'17"
C32	33.92'	250.00'	33.89'	S81°16'43"W	7°46'24"
C33	21.71'	250.00'	21.70'	S87°39'09"W	4°58'29"
C34	31.97'	200.00'	31.93'	N85°16'52"W	9°09'29"
C35	30.66'	200.00'	30.63'	N76°18'37"W	8°47'00"
C36	98.69'	200.00'	97.69'	N57°46'57"W	28°16'21"
C37	166.62'	172.00'	160.18'	N62°06'32"W	55°30'09"
C38	87.98'	228.00'	87.43'	N60°51'53"W	22°06'29"
C39	18.88'	15.00'	17.65'	S35°52'12"E	72°05'50"
C40	171.32'	300.00'	169.00'	N73°47'33"E	32°43'08"
C41	46.39'	300.00'	46.35'	N85°43'19"E	8°51'38"
C42	52.89'	300.00'	52.82'	N76°14'28"E	10°06'04"
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C43	23.30'	300.00'	23.30'	N68°57'55"E	4°27'03"
C44	48.73'	300.00'	48.68'	N62°05'11"E	9°18'24"
C45	161.32'	200.00'	156.98'	N66°45'11"W	46°12'49"
C46	130.48'	250.00'	129.00'	S75°11'19"W	29°54'10"
C47	38.50'	1203.89'	38.50'	S33°13'53"E	1°49'57"
C48	38.50'	1366.45'	38.50'	S31°50'03"E	1°36'52"
C49	93.67'	1660.87'	93.66'	N35°30'45"W	3°13'53"
C50	218.62'	1635.47'	218.45'	N27°27'55"W	7°39'32"
C56	20.68'	15.00'	19.08'	N89°18'03"W	79°00'18"
C57	68.43'	278.00'	68.26'	S58°14'56"W	14°06'14"
C58	54.98'	338.50'	54.92'	S62°05'11"W	9°18'24"
C59	373.65'	1681.55'	372.88'	N30°01'34"W	12°43'53"
C60	46.35'	172.00'	46.21'	S42°04'41"E	15°26'26"

Temporary Turn-around Easement #1 Legal Description.

Starting at the West Quarter corner of Section 19, Township 6 South, Range 1 East, Salt Lake Base and Meridian and going North 1313.34 feet and East 2785.70 feet to Easement Beginning Point #1. Said point being on a 50ft radius curve to the left with a central point bearing North 34°09'39" East. Commencing from Easement Beginning Point #1 through a delta of 291°53'18" with an arc length of 254.72 feet and ending at a point on a cord bearing South 89°53'41.79" East 56.00 feet, thence North 89°53'52" West 56.00 feet back to Easement Beginning Point #1. Total area 7527.91 sf.

Temporary Turn-around Easement #2 Legal Description.

Starting at the West Quarter corner of Section 19, Township 6 South, Range 1 East, Salt Lake Base and Meridian and going East 2341.65 feet and North 773.04 feet to Easement Beginning Point #2. Said point being on a 50ft radius curve to the left with a central point bearing North 55°50'21" West. Commencing from Easement Beginning Point #2 through a delta of 291°53'18" with an arc length of 254.72 feet and ending at a point on a cord bearing North 0°06'18.21" East 56.00 feet from Easement Beginning Point #2, thence North 89°43'36" West 26.64 feet, thence South 25°28'24" West 62.17 feet back to Easement Beginning Point #2. With a total area of 8273.74 sf.

PLAT NOTES

1) Plat must be recorded within 24 months of final plat approval by City Council. Final plat approval was granted on the _____day of _____ 20_____.
2) The installation of improvements shall conform to all city rules, ordinances, requirements, standards, and policies regarding the development of this property.
3) Prior to building permits being issued, soil studies may be required on each lot as determined by the city building official.
4) Plat may be subject to a master development agreement, development agreement, subdivision agreement, or site plan agreement. See City Recorder for more information.
5) Building permits will not be issued until all improvements have been installed and accepted by the city in writing; all improvements currently meet city standards, and bonds are posted by the current owner of the project pursuant to city code.
6) All bonds and bond agreements are between the city, developer/owner and financial institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights, including the right to bring any action under any bond or bond agreement.
7) The owner of this subdivision and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights 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.
8) All open space and trail improvements located herein are to be installed by owner and maintained by Home Owners Association (HOA) unless specifies otherwise on each improvement.
9) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.
10) There are no private streets in this development phase.
11) Lots area subject to Home Owners Association Bylaws, Articles of Incorporation and CC&R's.
12) All pedestrian corridors and medians are to be installed by the developer and maintained by the HOA.
13) ALL Public utility easements (PUE) are also drainage easements
14) All lots adjacent to undeveloped land are subject to Wild Land Urban Interface requirements and 30' buffer regulations per code.
15) Lots 36 and 37 share a 20' common access driveway off of Arlington Way. Arlington way is a collector road and does not allow individual lot direct access. Backing up a vehicle on to a collector road is discouraged. Common driveways are combined together to allow limited one-way access to Arlington Way. Each lot is responsible for construction and maintenance of driveway right-of-way within there lot boundaries. Driveways will follow 20' concrete driveway standards. Each said lot has an irrevocable right-of-way over the adjacent lots for ingress and egress to their lot.

PREPARED FOR
WESTERN STATES VENTURES
90 So. 154 E. SALT LAKE CITY, UT 84104
TELEPHONE 801-456-4140
FAX 801-366-7194

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°15'21" WEST, 2633.90 FEET ALONG THE SECTION LINE BETWEEN THE NORTHWEST QUARTER AND WEST CORNERS OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

SHEET NO 1/2

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

Beginning at a point that is N 89°55'49" E 1321.192 feet along the ¼ Section Line and N 89°54'47" E 480.70 feet along the ¼ Section Line from the West ¼ of Section 19, Township 6 South, Range 1 East, Salt Lake Base and Meridian, and running thence N0°04'50"W 103.97 feet, thence N49°24'05"W 54.47 feet, thence N31°57'24"W 54.77 feet, thence N33°36'05"W 171.49 feet, thence N10°16'03"W 150.08 feet, thence N 43°40'11" W 52.90 feet, thence N89°44'40"W 249.72 feet, thence N0°15'20"E 411.39 feet', thence S89°50'38"E 329.72 feet, thence N0°10'43"E 147.46 feet, thence S89°50'53"E 20.00 feet, thence S0°10'43"W 535.00 feet, thence S10°21'31"E 183.21 feet, thence S34°28'03"E 147.62 feet, thence S38°46'30"E 57.44 feet, thence S50°50'10"E 120.00 feet, thence N47°54'45"E 70.00 feet, thence N78°54'41"E 68.58 feet, thence S89°51'36"E 525.00 feet, thence N0°08'24"E 138.94 feet, thence N22°11'51"W 56.01 feet, thence N0°10'43"E 85.00 feet, thence N18°59'08"E 39.69 feet, thence N8°22'52"W 163.81 feet, thence N89°50'53"W 190.90 feet, thence N0°14'04"E 120.00 feet, thence N25°33'09"E 61.99 feet, thence N0°08'24"E 244.95' feet, thence N1°00'32"E 77.01 feet, thence N0°10'43"E 159.95 feet, thence S89°51'36"E 276.06', thence N0°20'43"E 3.16 feet, thence S89°53'42"E 469.82' feet to the Redwood Road ROW, thence along said ROW the following 4 calls, 1) thence S35°32'59"E 41.08 feet, 2) thence S27°48'33"E 395.34 feet, 3) thence S24°13'02"E 413.64 feet, 4) thence S23°47'31"E 598.23 feet to the ¼ Section Line, thence along ¼ Section Line S89°55'37"W 62.18 feet, thence N23°41'33"W 566.60 feet, thence S65°18'03"W 294.34 feet to a point on a 278.00' radius curve to the left, thence along arc of said curve 68.43 feet through a delta of 14°06'14" (chord bears S58°14'56"W 68.26 feet) to a point on a reverse 15.00' radius curve to the right, thence along arc of said curve 20.68 feet through a delta of 79°00'18" (chord bears N89°18'03"W 19.08 feet), thence S40°12'06"W 56.00 feet to a point on a 172.00' radius curve to the right, thence along arc of said curve 46.35 feet through a delta of 15°26'26" (chord bears S 42°04'41" E 46.21 feet) , thence S51°09'40"W 105.03 feet, thence S11°45'02"W 98.20 feet, thence S20°24'27"E 130.06 feet to the ¼ Section Line thence along ¼ Section line the following 2 calls, 1) thence S89°55'37"W 396.90 feet, 2) thence S89°54'47"W 841.25 feet to the point of beginning. Parcel Contains 31.25 ac

. _____
SURVEYOR NAME LICENSE No. DATE:

OWNER'S DEDICATION

Know all men by these presents that _____, the _____undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

BEACON POINT PHASE 1

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.
In witness whereof _____have hereunto set _____this day of_____ , A.D. 20____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
County of Utah

On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE_____DAY OF_____A.D. 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.

NOTARY PUBLIC
MY COMMISSION EXPIRES RESIDING IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC. THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR ATTEST _____
CITY RECORDER (SEE SEAL BELOW)

BEACON POINT PHASE 1

LOCATED IN THE
NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR OF RECORD:

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____,A.D. 20____	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____,A.D. 20____
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE

CORPORATE SEAL	SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL

Date: NOV 5, 2014
File: BEACON POINT_PPLAT PH1

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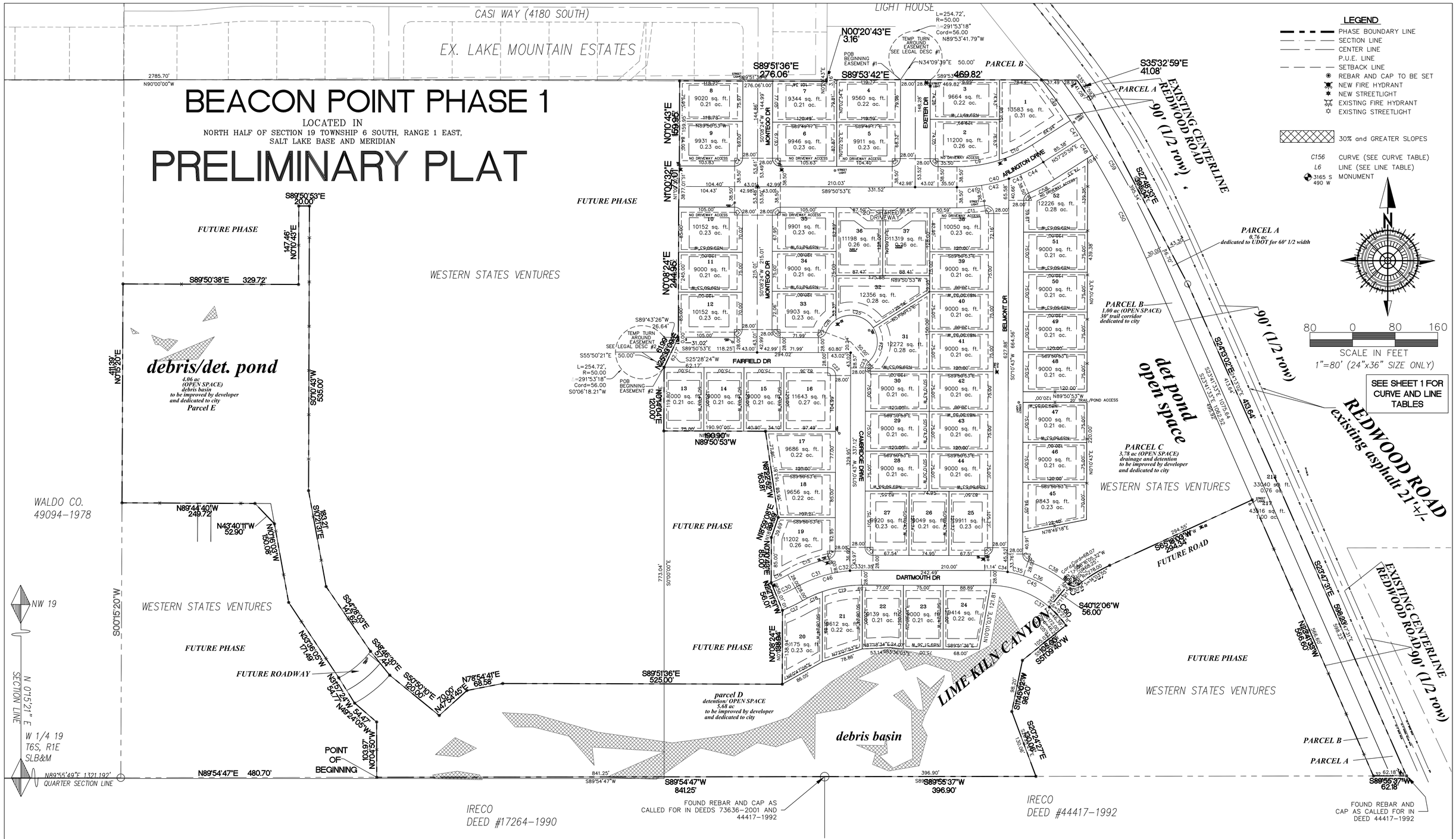
BEACON POINT PHASE 1

LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT



SHEET NO	PREPARED BY:	
2/2	GATEWAY CONSULTING, inc. P.O. BOX 951005 SOUTH JORDAN, UT 84095 PH: (801) 694-5848 FAX: (801) 432-7050 paul@gatewayconsultingllc.com CIVIL ENGINEERING • CONSULTING • LAND PLANNING CONSTRUCTION MANAGEMENT	surveyor logo here

Date: OCT 12, 2014
File: BEACON POINT_PPLAT PH1

Return to Page 1

BEACON POINT PHASE 2

LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- 30% and GREATER SLOPES
- C156 CURVE (SEE CURVE TABLE)
- L6 LINE (SEE LINE TABLE)
- 3165 S 490 W MONUMENT

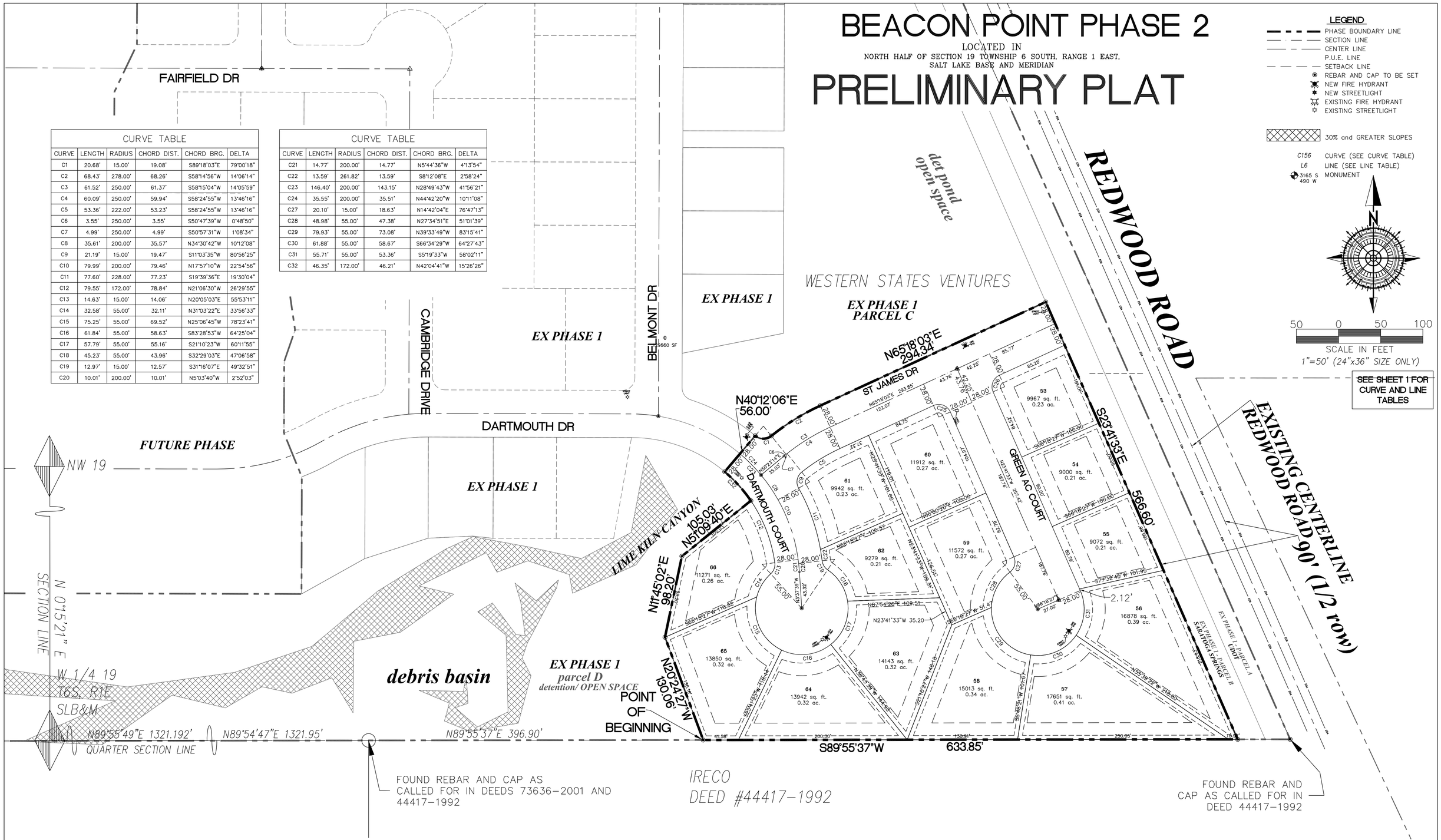
N

50 0 50 100
SCALE IN FEET
1"=50' (24"x36" SIZE ONLY)

SEE SHEET 1 FOR CURVE AND LINE TABLES

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	20.68'	15.00'	19.08'	S89°18'03"E	79°00'18"
C2	68.43'	278.00'	68.26'	S58°14'56"W	14°06'14"
C3	61.52'	250.00'	61.37'	S58°15'04"W	14°05'59"
C4	60.09'	250.00'	59.94'	S58°24'55"W	13°46'16"
C5	53.36'	222.00'	53.23'	S58°24'55"W	13°46'16"
C6	3.55'	250.00'	3.55'	S50°47'39"W	0°48'50"
C7	4.99'	250.00'	4.99'	S50°57'31"W	1°08'34"
C8	35.61'	200.00'	35.57'	N34°30'42"W	10°12'08"
C9	21.19'	15.00'	19.47'	S11°03'35"W	80°56'25"
C10	79.99'	200.00'	79.46'	N17°57'10"W	22°54'56"
C11	77.60'	228.00'	77.23'	S19°39'36"E	19°30'04"
C12	79.55'	172.00'	78.84'	N21°06'30"W	26°29'55"
C13	14.63'	15.00'	14.06'	N20°05'03"E	55°53'11"
C14	32.58'	55.00'	32.11'	N31°03'22"E	33°56'33"
C15	75.25'	55.00'	69.52'	N25°06'45"W	78°23'41"
C16	61.84'	55.00'	58.63'	S83°28'53"W	64°25'04"
C17	57.79'	55.00'	55.16'	S21°10'23"W	60°11'55"
C18	45.23'	55.00'	43.96'	S32°29'03"E	47°06'58"
C19	12.97'	15.00'	12.57'	S31°16'07"E	49°32'51"
C20	10.01'	200.00'	10.01'	N5°03'40"W	2°52'03"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C21	14.77'	200.00'	14.77'	N5°44'36"W	4°13'54"
C22	13.59'	261.82'	13.59'	S8°12'08"E	2°58'24"
C23	146.40'	200.00'	143.15'	N28°49'43"W	41°56'21"
C24	35.55'	200.00'	35.51'	N44°42'20"W	10°11'08"
C27	20.10'	15.00'	18.63'	N14°42'04"E	76°47'13"
C28	48.98'	55.00'	47.38'	N27°34'51"E	51°01'39"
C29	79.93'	55.00'	73.08'	N39°33'49"W	83°15'41"
C30	61.88'	55.00'	58.67'	S66°34'29"W	64°27'43"
C31	55.71'	55.00'	53.36'	S5°19'33"W	58°02'11"
C32	46.35'	172.00'	46.21'	N42°04'41"W	15°26'26"



SHEET NO 2/2

PREPARED BY:
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Date: OCT 3, 2014
File: BEACON POINT_PPLAT PH2

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BEACON POINT PHASE 3

LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT

Date: NOV 5, 2014
File: BEACON POINT_PPLAT PH3

SHEET NO
2/2

PREPARED BY:
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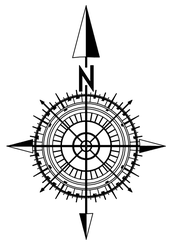
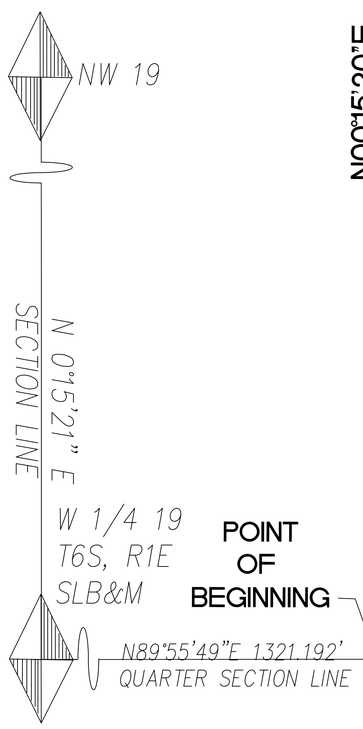
BEACON POINT PHASE 4

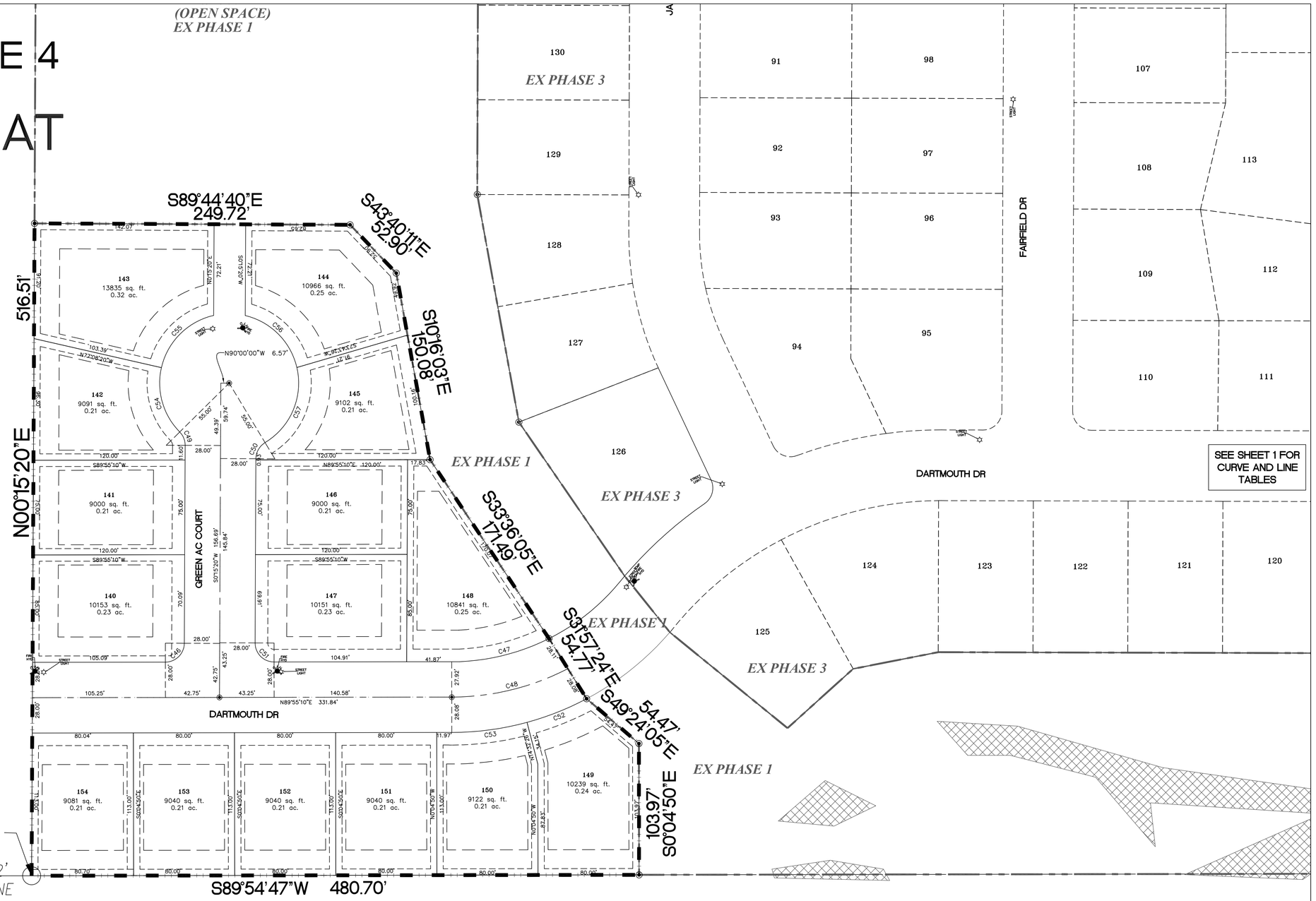
LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT



40 0 40 80
SCALE IN FEET
1"=80' (24"x36" SIZE ONLY)





WALDO CO.
49094-1978

IRECO
DEED #17264-1990

CALLE

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- 30% and GREATER SLOPES
- C156 CURVE (SEE CURVE TABLE)
- L6 LINE (SEE LINE TABLE)
- 3165 S 490 W MONUMENT

Date: OCT 3, 2014
File: BEACON POINT_PPLAT PH4

SHEET NO
2/2

PREPARED BY:
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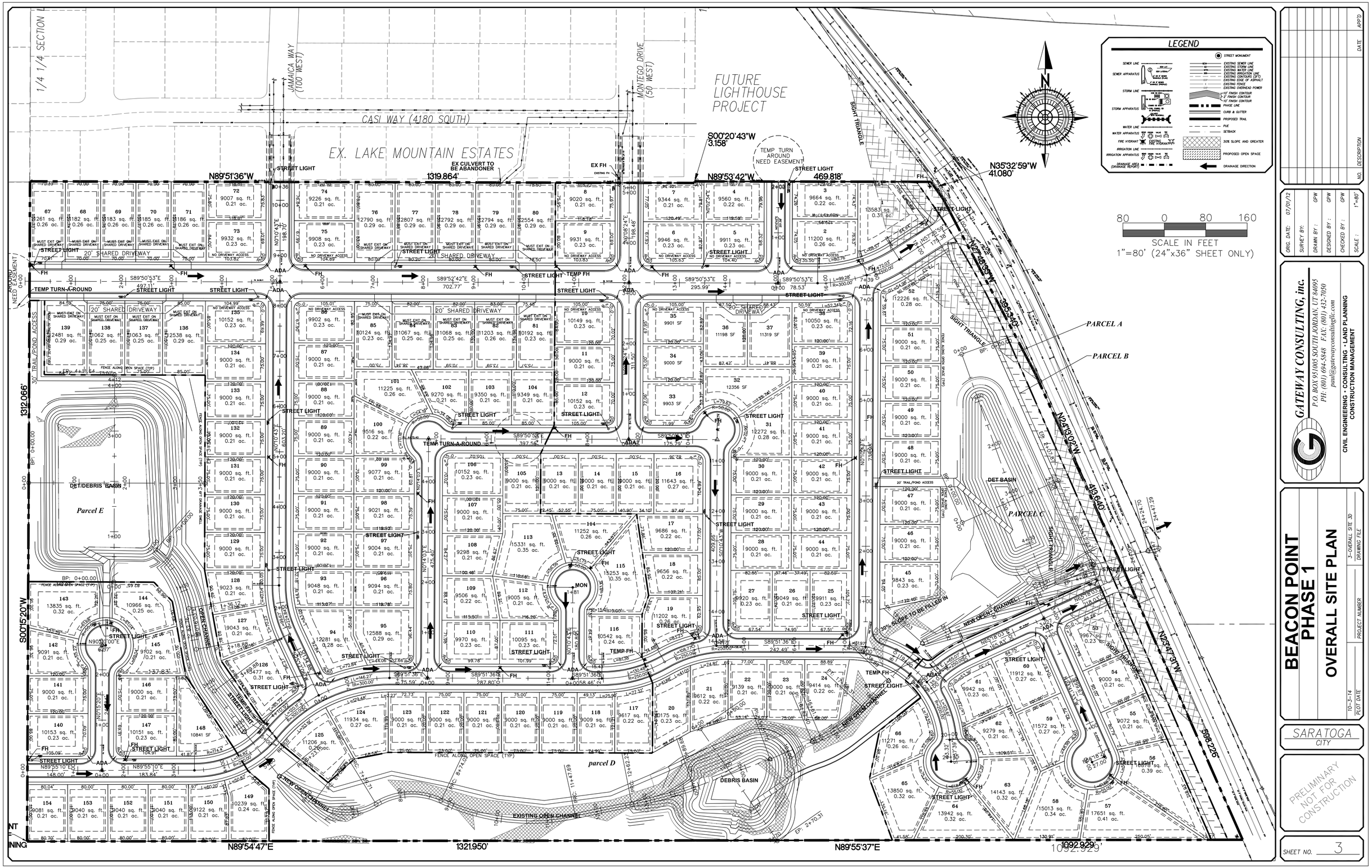

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE:	07/01/12
SURVEY BY:	
DRAWN BY:	GPW
DESIGNED BY:	GPW
CHECKED BY:	GPW
SCALE:	1"=80'

GATEWAY CONSULTING, inc.
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BEACON POINT PHASE 1
OVERALL SITE PLAN

10-3-14 PLOT DATE

3-OVERALL SITE 3D DRAWING FILE

PROJECT NUMBER

SARATOGA CITY

PRELIMINARY NOT FOR CONSTRUCTION

SHEET NO. 3

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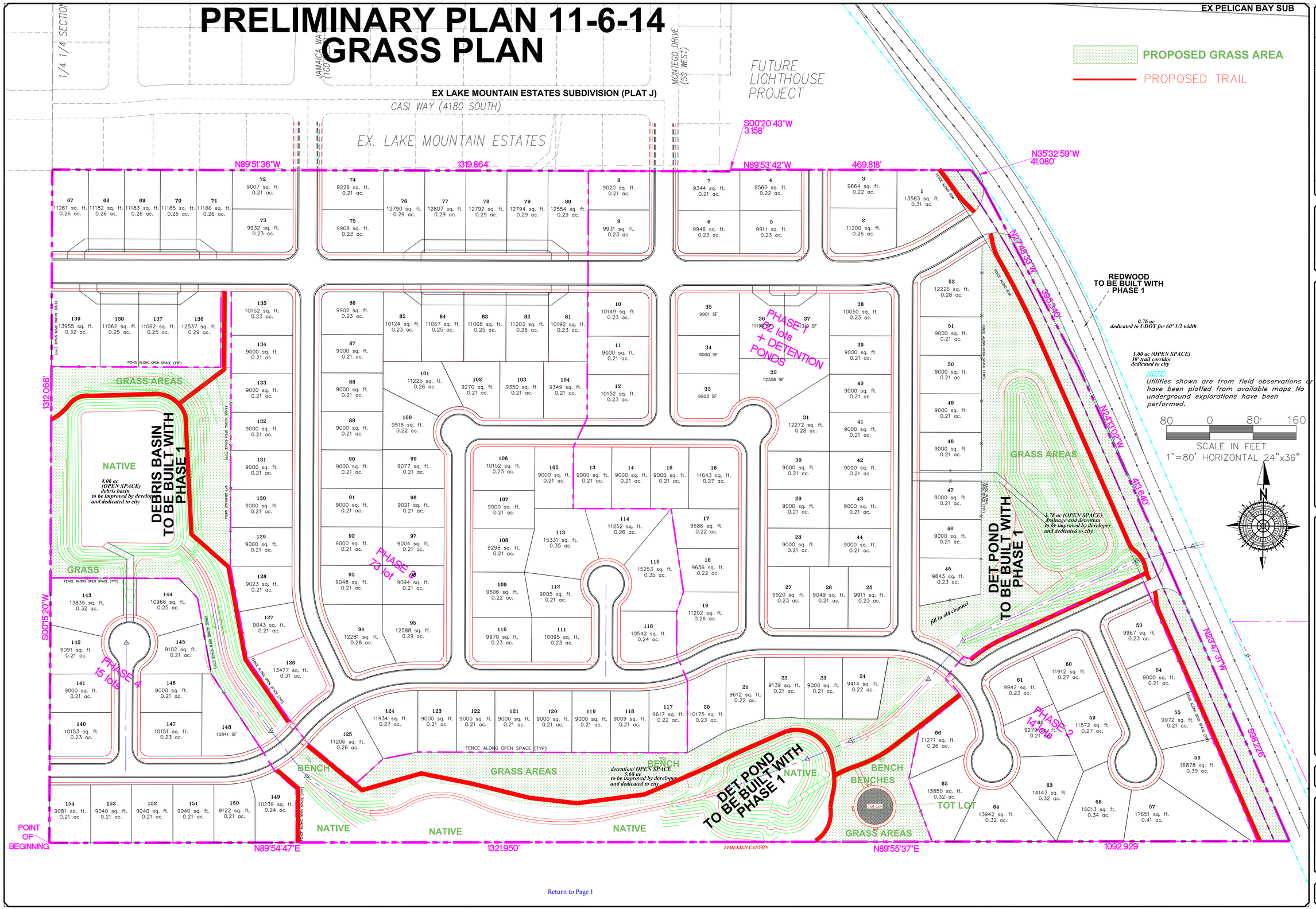
PRELIMINARY PLAN 11-6-14
GRASS PLAN



Return to Page 1

NO.	DESCRIPTION	DATE	APP'D

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SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=80'

GATEWAY CONSULTING, inc.
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paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
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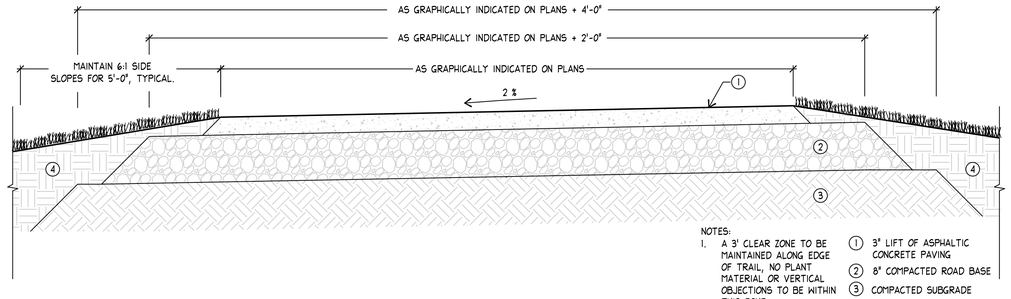
BEACON POINT CONCEPT
LANDSCAPING PLAN
Saratoga Springs, Utah

11-5-14 PLOT DATE
PROJECT NUMBER
DRAWING FILE: DBASE-Sugar Plums (Mendenhall)

SARATOGA CITY

SHEET NO. 1/1

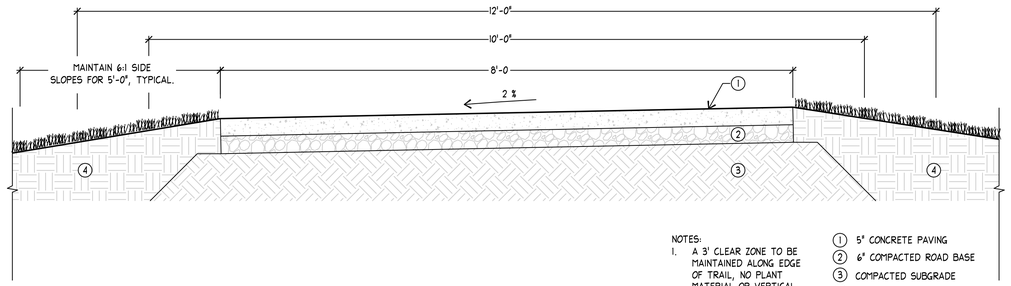


NOTES:
1. A 3' CLEAR ZONE TO BE MAINTAINED ALONG EDGE OF TRAIL, NO PLANT MATERIAL OR VERTICAL OBJECTIONS TO BE WITHIN THIS ZONE.

1. 3" LIFT OF ASPHALTIC CONCRETE PAVING
2. 8" COMPACTED ROAD BASE
3. COMPACTED SUBGRADE
4. TOPSOIL BORROW

1 ASPHALT TRAIL OR ACCESS DRIVE

SCALE: NTS — SECTION

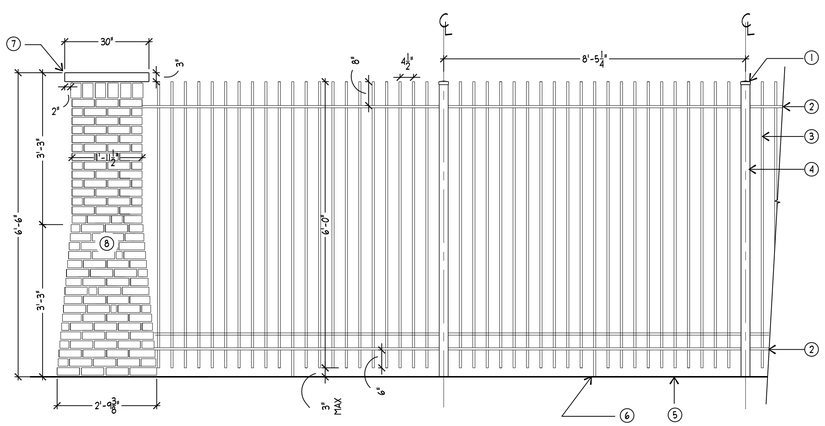


NOTES:
1. A 3' CLEAR ZONE TO BE MAINTAINED ALONG EDGE OF TRAIL, NO PLANT MATERIAL OR VERTICAL OBJECTIONS TO BE WITHIN THIS ZONE.

1. 5" CONCRETE PAVING
2. 6" COMPACTED ROAD BASE
3. COMPACTED SUBGRADE
4. TOPSOIL BORROW

J 8' CONCRETE TRAIL

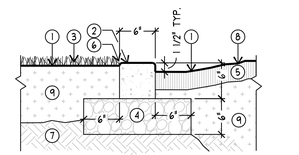
SCALE: NTS — SECTION



1. POST CAP, TYP.
2. HEADER OR STRINGER, TYP.- 1" X 1-1/2"
3. 3/4" SQUARE PICKETS (OVA), TYP.
4. 3"x3" POST, TYP.
5. TOP OF FINISH GRADE (NOT MULCH)
6. 3/4" SQUARE PICKETS ANCHOR, TYP.
7. PRECAST CONCRETE CAP, TYP.
8. BRICK, CONTRACTOR TO PROVIDE SAMPLE FOR OWNER AND ARCHITECT TO APPROVE TYP.

K BRICK COLUMN AND IRON FENCE

SCALE: NTS — ELEVATION

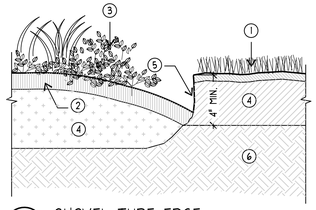


NOTE:
1. WHEN MOW CURB IS ADJACENT TO BUILDING OR WALL, USE EXPANSION JOINT AND SLOPE 2% AWAY FROM BUILDING.
2. EXPANSION JOINTS AT 20' O.C. AND A TOOLED JOINT AT 10' O.C.

1. FINISH GRADE
2. CONCRETE MOW CURB. FINISH W/ MED. BROOM PERPENDICULAR TO HEADER RUN.
3. TURF
4. 4"-THICK COMPACTED ROADBASE
5. MULCH - SEE SPECS
6. 1/4" RADIUS, TYPICAL
7. COMPACTED SUBGRADE
8. SHRUB BED
9. AMENDED TOPSOIL - SEE SPECS

D CONCRETE MOW CURB - 6" WIDE

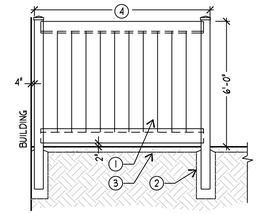
SCALE: NTS — SECTION



1. GRASS OR TURF
2. MULCH AS SPECIFIED
3. SHURB BED
4. TOPSOIL LAYER
5. SHOVEL EDGE
6. SUBGRADE

E SHOVEL TURF EDGE

SCALE: NTS — SECTION



1. SOLID VINYL FENCE, BEIGE
2. CONCRETE FOOTING PER MANUFACTURER'S SPECS., TYP.
3. CONCRETE MOW CURB
4. LENGTH VARIES- SEE LANDSCAPE PLAN

NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

F SOLID VINYL FENCE

SCALE: NTS — SECTION

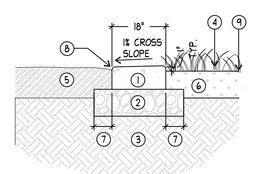
10 lbs per acre Western Wheatgrass	(Pascopyrum smithii)
6 lbs per acre Streambank Wheatgrass	(Elymus lancealatus ssp. psammophilus)
.25 lbs per acre Lewis Flax	(Linum lewisii)
.01 lbs per acre Western Yarrow	(Achillea millefolium var. occidentalis)

NOTES:
1. THE DRILL SEEDING RATE IS 16.26 POUNDS PER ACRE
2. REFER TO CIVIL DRAWINGS FOR INSTALLATION METHOD
3. THE PERCENTAGES ARE BY WEIGHT, THE MIX IS BASED UPON SEED COUNT FOR EACH SPECIES.

CONTACT: GRANITE SEED COMPANY 1697 WEST 2100 NORTH LEHI, UT 84043
(801) 768-4422
GRANITE@GRANITESEED.COM

G DETENTION SEED MIX

SCALE: NTS — SECTION

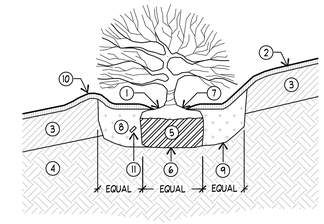


1. 5"-THICK CONCRETE MOW CURB
2. 4"-THICK COMPACTED ROADBASE
3. COMPACTED SUBGRADE
4. TURF OR SEED MIX, SEE PLANTING PLAN
5. PLANTING BED WITH MULCH, SEE PLANTING PLAN
6. AMENDED TOPSOIL - SEE SPECS.
7. EXTEND COMPACTED ROADBASE MIN. 4" BEYOND MOW CURB
8. EDGES 1/2" RADIUS , TYP.
9. FINISHED GRADE, SEE GRADING PLAN

H CONCRETE MOW CURB FENCE SECTION DETAIL

SCALE: NTS — SECTION

NOTES:
1. PLANT SHRUB PLUMB.
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER.
3. REMOVE ALL LABELS, WIRES, ETC. FROM SHRUB.

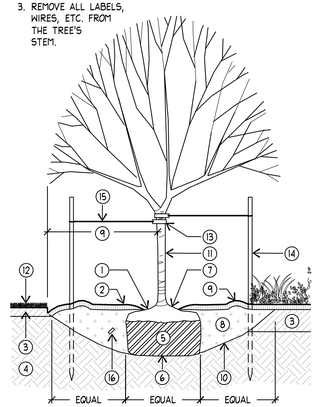


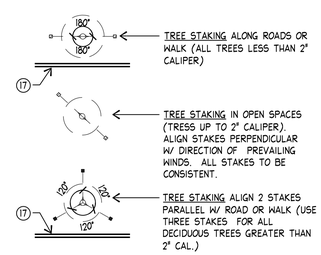
1. MULCH 1" TO 2" BACK FROM TRUNK
2. MULCH - SEE SPECS.
3. AMENDED TOPSOIL - SEE SPECS
4. UNDISTURBED SUBGRADE
5. IF THE SHRUB IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6. SET ROOTBALL ON UNDISTURBED SUBGRADE
7. TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8. MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL WITH 1/2 TOPSOIL BORROW FROM PIT AND 1/2 AMENDED TOPSOIL - SEE NOTES SHT. L-L101 DTL. G
9. ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
10. FORM WELL AT EACH PLANT USING TOPSOIL
11. FERTILIZER TABLET - SEE SPECS.

A SHRUB/GRASS

SCALE: NTS — SECTION

NOTES:
1. PLANT TREE PLUMB.
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER.
3. REMOVE ALL LABELS, WIRES, ETC. FROM THE TREE'S STEM.





TREE STAKING ALONG ROADS OR WALK (ALL TREES LESS THAN 2" CALIPER)

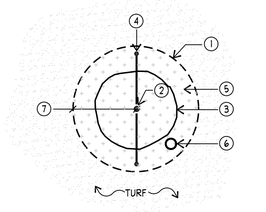
TREE STAKING IN OPEN SPACES (TRESS UP TO 2" CALIPER). ALIGN STAKES PERPENDICULAR W/ DIRECTION OF PREVAILING WINDS. ALL STAKES TO BE CONSISTENT.

TREE STAKING ALIGN 2 STAKES PARALLEL W/ ROAD OR WALK (USE THREE STAKES FOR ALL DECIDUOUS TREES GREATER THAN 2" CAL.)

1. MULCH 1" TO 2" BACK FROM TRUNK
2. MULCH - SEE SPECS.
3. AMENDED TOPSOIL- SEE SPECS
4. UNDISTURBED SUBGRADE
5. IF THE TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6. SET ROOTBALL ON UNDISTURBED SUBGRADE
7. TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8. MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL WITH 1/2 TOPSOIL BORROW FROM PIT AND 1/2 AMENDED TOPSOIL
9. REMOVE SOD AT DRIPLINE OF TREE TO FORM TREE WELL OR A MIN. WIDTH OF 3'-0" DIA.
10. ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11. IF PLANTED IN LATE FALL, WRAP TRUNK, STARTING AT THE BOTTOM TO THE FIRST SET OF BRANCHES. REMOVE THE WRAP SPRING, AFTER THE LAST FROST. ONLY WRAP IF SUN HITS ITS TRUNK IN WINTER.
12. DO NOT PLANT LAWN IN TREE PIT
13. 3" OR WIDER NYLON WEBBING W/ METAL GROMMETS
14. 6'-0" X 2" DIA. ROUND WOOD STAKES, TWO PER TREE (THE STAKES SHALL BE PLUMB AND SET AT THE SAME HIEGHT)
15. DOUBLE STRAND PLIABLE NO. 10-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
16. FERTILIZER TABLET - SEE SPECS.
17. EDGE OF WALK OR CURB

B DECIDUOUS TREE WITH STAKING

SCALE: NTS — SECTION



1. TURF EDGE
2. TREE TRUNK
3. ROOTBALL
4. STAKING SYSTEM- LOCATE STAKES WITHIN THE TURF EDGE
5. MULCH AS SPECIFIED
6. ACCENT LIGHTING- IF USED, LOCATE ACCENT LIGHTS WITHIN THE TURF EDGE
7. REMOVE SOD AT DRIPLINE OF TREE- MIN. WIDTH OF 3'-0" DIA.

C TREE IN TURF

SCALE: NTS — PLAN

Return to Page 1

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Landscape Architecture & Architectural Site Design
1058 East 2100 South
Salt Lake City, Utah 84106
office 801 . 487 . 4923
fax 801 . 466 . 3046
www.arcsitiodesign.com

consultant:

project
Beacon Point Phase II
Saratoga Springs, UT

date
AUGUST 21, 2014

revisions

data
asd project no: 14060

title
PLANTING DETAILS

sheet
L-L501

File : E:\14060_Beacon Point II\Cadd\PLANTING.dwg Aug 21, 2014-10:30am

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and Western States Ventures LLC "Developer."

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Developer wishes to develop the project known as Beacon Point, which will consist of no more than 154 single family homes on 63.64 acres with minimum lot sizes of 9,000 square feet ("Project"). The Property was conditionally zoned R-4 on June 17, 2014 on the condition that a Development Agreement is recorded on the property that substantially complies with the draft agreement reviewed as part of the rezone application including the proposed Concept Plan associated with the rezone application. Therefore, in order to develop the Project, Developer wishes to record this Agreement, as provided in Title 19 of the City Code and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, to ensure development of the Property in accordance with Developer's representations to City, Developer and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property; and

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

WHEREAS, on October 23, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Preliminary Plat Request, this Agreement, and the Preliminary Plat, attached hereto as Exhibit D, and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit B; and

WHEREAS, on November 18, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Preliminary Plat Request, this Agreement, and the Preliminary Plat, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the Preliminary Plat, attached as Exhibit D, among other things, identify land uses, number of units Developer may be able to build, major roads, required open spaces

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and trails, drainages, and power line corridors; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 26 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the R-4 zone as they were approved on June 17, 2014 with respect to the permitted and conditional uses. However, the land uses allowed on the Property shall be governed by Title 19 of the City Code in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Project except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with

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development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map) and the City's engineering standards and specifications, and the project plan approval processes therein.

5. Rights and Obligations under this Agreement. Developer shall have the vested right under this Agreement to develop the permitted and conditional uses under the R-4 zone as this zone exists on the effective date of this Agreement if the development is in substantial compliance with the Concept Plan submitted in association with the rezone request provided that no more than 154 single family homes are built on the Property with minimum lot sizes of 9,000 square feet. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Preliminary Project Plans and to otherwise comply with all provisions of the City Code in effect at the time of preliminary plat application, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the R-4 zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the exhibits attached to this Agreement.

6. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

7. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City. The City may allow issuance

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of building permits prior to installation of all improvements in accordance with current City regulations, which may change from time-to-time.

8. Water Infrastructure, Dedications, and Fees.

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

b. Water Facilities for Development. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

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

9. Sewer, Storm Drainage, and Roads.

a. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

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

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10. Open Space Improvements.

a. Developer shall be responsible for the installation of and, in some cases, dedication to City of open space improvements (including parks) in the general locations as shown in Exhibit D at the time of plat recordation. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall primarily be based on the Preliminary Project Plans herein but may be adjusted in accordance with current City regulations and applicable law. However, City and Developer may not adjust the percentage of required open space as shown on the Preliminary Project Plans.

b. Developer and City acknowledge that the amount of open space shown in the Preliminary Project Plans exceeds the requirements of the R-4 zone. However, Developer expressly agrees to install and dedicate the excess open space as an express condition of the Zoning Request. Developer acknowledges that the required additional open space is a material condition of this Agreement and a material part of the consideration of this Agreement. Developer shall install and dedicate the open space improvements in proportion to the number of dwellings intended to be developed during any stage of construction. A Phasing Plan, including size and order of each phase, funding mechanism, and responsible parties, shall be approved by the City Council concurrently with the preliminary and final plat approvals.

c. Developer shall be required to install and dedicate to City all open space improvements intended to be public. City shall maintain the public open space improvements upon dedication to the City and acceptance in writing by the City so long as the improvements meet City regulations.

d. For open space improvements not dedicated to the City, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

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

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should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

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

13. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property. In such a case, each developer shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a developer is unsuccessful at securing other developers' cooperation after reasonable efforts, the developer shall be eligible for a reimbursement or payback agreement with the City in accordance with City regulations and as approved by the City in writing.

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

15. Sewer Fees. Timpanogos Special Service District ("TSSD") requires the City to pay a Capital Facilities Charge, which is billed to the City on a monthly basis and is subject to change from time to time. The Capital Facilities Charge is currently collected by the City with monthly utility billing to utility users, but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge. This is a separate and distinct charge from the TSSD impact fees. The City also imposes and collects sewer connection fees and sewer impact fees on development. Developer acknowledges and

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agrees that the said TSSD Capital Facilities Charge or TSSD impact fee is separate from and in addition to the City's sewer connection fees and sewer impact fees and that payment of both the TSSD Capital Facilities Charge and impact fee and the City's impact and connection fee for each connection is a condition to the City providing sewer service to the lots, residences, or other development covered by this Agreement.

16. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

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

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

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

b. Developer shall:

i. comply with the conditions of approval of this Agreement, Preliminary Plat, and the Zoning Request, as set forth in Exhibits A through C;
ii. comply with all City codes, ordinances, regulations, specifications, and standards;
iii. provide other information as City may reasonably request; and
iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and conforms with current City

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regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

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

f. Changes to Project. Developer shall comply with the conditions of approval of this Agreement, Master Development Plan, Zoning Request, Land Development Code, City Standard Technical Specifications and Drawings, and project plans approved by the City ("Plans"). No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer determines necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases or decreases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space and amount of landscaping by any amount that is no de minimus; (iv) modifies the public improvements; (v) reduces the number of off-street parking stalls required by the City Code; or (vi) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

18. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developer may be required to record restrictions on certain lots as specified by such regulations.

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19. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-4 zone, the City's Land Development Code, and City regulations.

20. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 22 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the R-2 zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

21. Successors and Assigns.

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

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 21.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot

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or dwelling unit.

22. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;

ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 22.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in subsections 22.a. and 22.b.

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above, City may, upon providing notice of default under subsection 22.a. above, declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, if the Default is not cured and this Agreement is terminated, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-2 zone. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

23. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all development pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

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

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

a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit "B" Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

c. Exhibit "C" City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

d. Exhibit "D" Preliminary Plat

e. Exhibit "E" Special Conditions

26. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this

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Agreement as if fully set forth herein.

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

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

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

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

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

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

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

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in Exhibits A through E hereof unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

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

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

To the Developer: _____

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

l. Applicable Law. This Agreement and the construction thereof, and the rights,

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remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

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

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare

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Developer to be in Default as provided in section 22 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, a political subdivision of the State of Utah

_____
City Recorder

By:_____
Mayor

DEVELOPER:

By: _____

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Its:_____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

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Exhibit Summary

a.	Exhibit "A"	Property Ownership Map, Vicinity Map, and Legal Description
b.	Exhibit "B"	Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
c.	Exhibit "C"	City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
d.	Exhibit "D"	Preliminary Plat
e.	Exhibit "E"	Special Conditions

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Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

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Exhibit "B"

Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

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Exhibit "C"

City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

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Exhibit "D"

Preliminary Plat Drawings

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Exhibit "E"
Special Conditions

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans and final plats for the Project shall note these conditions on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition except as otherwise provided in the Special Conditions below.

A. No more than ___ dwelling units may be constructed in the Project as shown on the Concept Plan as submitted and approved by the City Council, which approvals are set forth in Exhibits B through C of the within Agreement, subject to preliminary and final plat approval by the City Council.

B. Developer shall be required to pay a water hook-up fee and may not transfer water rights to City for the Project.

C. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

   i. establish a property owners association for the Project;

   ii. require the property owners associations to manage common areas within the Project, including the collection of necessary management fees;

   iii. limit occupancy in the Project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;

   iv. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the Project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in Chapter 19.09 of the City's Land Development Code;

   v. prohibit parking of recreational vehicles within the Project;

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vi. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the Project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the Property, including any dwelling unit within the Project;

vii. require adoption of an enforcement policy that:

a. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and

b. has penalties for non-compliance; and

viii. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall accomplished as provided in subsection 26.i. of the within Agreement.

D. The special conditions set forth in Paragraph D shall run with the land and shall survive the within Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph D shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council as provided in subsection 26.i. of the within Agreement.

E. Conditions iii, iv, and v in Special Condition No. D above shall be included on each recorded plat for Property, including but not limited to any condominium plat.

F. Developer agrees that any property located within the Project which is acquired by Developer subsequent to execution of this Agreement shall be subject to the within Development Agreement. Developer shall take any action necessary, including amendment of this Agreement, to assure such property is subject to this Agreement.

G. Addresses shall be included on the front and rear elevations of the units to aid in locating units for emergency response personnel.

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City of Saratoga Springs
City Council Meeting – Policy Session
June 17, 2014

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

Policy Session Minutes

Present:

Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska
Staff: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Sarah Carroll, Chelese Rawlings, Jess Campbell, Andrew Burton, Nicolette Fike, Mark Edwards, Eric Lundell
Others: Aaron Evans, James Jolei, Jeremy Weller, Jeffery Bates, Wendy Lojik, Sue Alexander, Paul Watson, J. Klingonsmith, K.Becraft, Paula Heaton, Peggy McEwan, Gary Hadfield, Adam Naylor, Fred Jepson, Judy Jepson, Cecil Tuley, Ross Welch, Dallin Nelsen, Jennifer Chamberlain, Larry Whiting, Ryan Bybee, Josh Romney

Call to Order - 7:08 p.m.
Roll Call - Quorum was present
Invocation / Reverence - given by Councilwoman Call
Pledge of Allegiance - led by Councilman Poduska

Public Input Open – by Mayor Miller
No input was made at this time
Public Input Closed - by Mayor Miller

Motion by Councilwoman Baertsch to continue Item #3 on today's agenda. Seconded by Councilman McOmber. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Policy Items

1. **Consent Calendar:**
   a. Change order for the Pioneer Crossing waterline extension.
   b. Preliminary and Final Plat for North Saratoga Center Plat A located at 2175 North Stagecoach Drive, Ryan Bybee, applicant.
   c. Site Plan and Conditional Use permit for Unique Autobody located at 2175 North Stagecoach Drive, Andrew Bollschweiler, applicant.
   d. Resolution R14-31 (6-17-14): A resolution appointing Katie Leavitt as a member to the Library Advisory Board.
   e. Approval of Minutes:
      i. March 25, 2014.
      ii. April 29, 2014.
      iii. June 3, 2014.

Small discussion held on intent to further Stagecoach drive as spoken of in Planning Commission meeting. Mr. Bybee was present to clarify that he would like to build it but barricade it off so you can't use it as a roadway.

Motion by Councilwoman Baertsch to approve Consent Calendar including: Change order for the Pioneer Crossing waterline extension in the amount of $6600.00, to Epic Engineering. Preliminary and Final Plat for North Saratoga Center Plat A located at 2175 North Stagecoach Drive, Ryan Bybee, applicant. Site Plan and Conditional Use permit for Unique Autobody located at 2175 North Stagecoach Drive, Andrew Bollschweiler, applicant. Resolution R14-31 dated today (6-17-14): A resolution appointing Katie Leavitt as a member to the Library Advisory Board. As well as approval of Minutes: i. March 25, 2014, ii. April 29, 2014, iii. June 3, 2014 including all changes approved through emails earlier and including all staff findings and conditions. Seconded Councilwoman Call. Aye:

Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

2. Public Hearing: Municipal Budget, Tax Rate, Pay plan and Compensation for Elected and Appointed Officials for Fiscal Year 2014-2015

a. Ordinance 14-15 (6-17-14): An ordinance adopting the Budget, Tax Rate, Pay Plan and Compensation for Elected and Appointed Officials for Fiscal Year 2014-2015.

Public Hearing Opened by Mayor Miller

Jennifer Klingonsmith is concerned with the stipend being at 65th percentile, the Council is an outlier in the system, not sought for employment by others but are here to serve. While it's great to compare to other cities of similar size and growth, in our city that values conservative spending we should try to keep it low and 50% seems sufficient. She took time to introduce the new owner of Crossroads Journal Wendy Lojik who was present.

Sue Alexander commented that on the stipend for City Council she has no problem with increasing it. She respects the Council and feels most of the city has no clue of the amount of time they put in. Her only concern is that for someone looking to run for office, they have no way to know the actual cost of sitting on Council. She feels they could write a reimbursement policy that would show more of the true cost.

Public Hearing Closed by Mayor Miller

Councilman Willden thanked the staff for putting together a great budget document. Someone can learn more about the city by reviewing the financial statements than any other method. At the macro level, the budget demonstrates we are a very financially conservative city. Net revenues are increasing more than net expenditures. Also, the expenses per capita continue to decrease as our city grows and necessary expenditures increase. This is due to innovative ideas presented by our city staff. In regards to the stipend, he appreciates the insights shared by the residents. He does not look at the stipend as a raise but as a modification to the structure of the way they do stipends. They are trying to set precedence for the future, so that down the road a council won't vote themselves large arbitrary raises because they believe they deserve it. If they were over the 65th percentile he would bot for a decrease.

Councilwoman Baertsch struggles with this aspect of the budget, and noted that staff has done a great job. She doesn't think they should be getting an increase. She is still struggling with the fireworks, she knows some residents prefer them but she would prefer the department spend the money on another program they feel needs the money more.

Councilman McOmber appreciates the comments made. He commended Councilwoman Baertsch who helped and was at every event at the recent Saratoga Splash. He feels it is not unrealistic to change the stipend and said we do need to serve to serve and not nitpick every dollar, because if the Council was turning in all reimbursements, it would be more than the stipend increase. He feels that the index will protect the City from Council in the future giving themselves huge raises. There is no way to know the full cost Council does incur, for instance with the committees that council is on, where other cities send an employee, it's important to look at all the perspectives.

Councilwoman Call expressed appreciation to Chelese Rawlings for the work done on the budget. She feels some more technology needs to be implemented in utility billing to save on the growing personnel needed in that department. She feels that public safety is a priority but is concerned that their budgets are outgrowing the population growth. She noted the advice that if they continued in this pattern, other funding sources would be required in the form of additional taxes. She feels one reason for the 65% percentile benchmark for staff is to attract and retain quality individuals for employment. She thought some of the benchmark cities we are comparing to are not right for that purpose. She still is not in favor of fireworks; there are other things Civic Events would rather do with the money. She also did a lot of research on the stipend. She is not in favor of stipend increase but would like to bring back a firm reimbursement policy for committees council members sit on and be reimbursed for mileage and expenses incurred in those capacities. She feels this will help future councils understand the true costs, both time and monetary, or their assignments.

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Councilman Poduska feels good about the stipend increase. He praised staff in their efforts to reduce spending and stay out of debt and save the city money every year.

Mayor Miller recognized the hard work of staff in the good financial standing that the city is in currently.

Councilwoman Baertsch asked if we were to go to 65th percentile, then would council be in favor of creating a policy for no reimbursements for travel under 100 miles.

Councilwoman Call asked if that was current policy, that reimbursement was only under a certain mileage.

Mark Christensen the policy currently is for both staff and council. He noted it was a general understanding and practice of the Council that they have not sought for general day to day travel. They could modify the policy to direction from the Council. 60 miles may be in reference to when he seeks reimbursement.

Councilwoman Call asked if Council was of the opinion that we should have a consensus of what committee assignments entailed especially time-wise.

Council and Mark thought it was fair but to be discussed outside this meeting.

Councilman Willden noted that since he has been here the shortest that he feels the weight of the stipend maybe more. It's not about the money to him and said his first net increase he would donate to the library.

Motion by Councilman McOmber to approve Ordinance 14-15 dated today (6-17-14): An ordinance adopting the Budget, Tax Rate, Pay Plan and Compensation for Elected and Appointed Officials for Fiscal Year 2014-2015, with all findings and conditions as is . Seconded by Councilman Poduska Aye: Councilman Willden, Councilman McOmber, Councilman Poduska Nay: Councilwoman Baertsch, Councilwoman Call. Motion Passed 3-2

Councilwoman Baertsch noted her vote was because of Council pay.

Councilwoman Call noted her vote was because of fireworks and Council pay.

3. Public Hearing: Legacy Farms Community Plan and the Village Plan located at 400 South Redwood Road, DR Horton, applicant. CONTINUED TO JULY 1, 2014 CITY COUNCIL MEETING.

This was continued at the request of the applicant.

4. Public Hearing: Rezone and Concept Plan for Beacon Point located at 4400 South 100 West, Paul Watson, applicant.

Scott Langford presented the concept plan. Applicant has submitted a new plan with phases in a different order than previously.

Kevin Thurman recommended that they go with the development agreement option given in staff report.

Public Hearing Opened by Mayor Miller

Cecil Tuley is concerned about the sewer capacity being full in the area, it has flooded there before. He wants to be comfortable that it will be taken care of.

Public Hearing Closed by Mayor Miller

Scott Langford noted a study had been done recently that showed they had enough capacity for the first phase.

Mark Christensen had the understanding that they felt there was enough capacity for the whole project.

Councilman McOmber commented that there were some grinders put in a few years ago that have helped to increase the capacity.

Mark Christensen commented that they are going with average usage in the city, rather than the state numeric standard. Applicant is trying to address all these issues with his planning.

Cecil Tuley asked where the sewer was running.

Mark Edwards commented that it will go down to the lift station at the marina then go back up to the main line.

Josh Romney, for developer, felt they have come up with a good compromise based on Council and Planning Commission feedback. They feel the zone is a good transition from R3 to north to R22 to the south. This first phase and drainage that goes with it will help the existing subdivision to the north.

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Kevin Thurman as far the development agreement he told Council they could make a condition that it does not take effect until approval of the first phase. He felt a development agreement was important because it clarified the city's obligation, and was there to protect the developer.

Mayor Miller wanted to know if a development agreement would slow things down.

Kevin Thurman did not think it would be a problem.

Josh Romney said they are good with whatever way the Council decides.

Councilwoman Baertsch liked the change in the phases and the shared access drives noted the few that still backed onto the collector road. She suggested they make hammerhead drives on those lots.

Paul Watson said they had tried to minimize the number of lots that backed onto the collector, those remaining were sort of oddballs. They thought the turn-around drives were doable.

Councilwoman Baertsch asked about the roadway that goes over the drainage and how it would be crossed.

Mark Christensen indicated it would be industry standard culvert.

Councilwoman Baertsch talked about the expense of the collector road and whether they would do a pioneering agreement with further development to the west.

Mark Christensen said it was something that could be handled as part of the development agreement.

Councilwoman Baertsch wondered if the percentage of open space was sufficient considering all the sensitive lands in the drainages. She would go with the development agreement and that the zone change would go along with that.

Scott Langford said he thought it was, and they would make sure it would comply.

Councilman McOmber is in favor of a pioneering agreement with collector road. He doesn't think the development agreement needs to be micro managed with turn-arounds on the few lots that back onto the main road; he feels it will be taken care of naturally by the market. He thinks the R4 single family residential zone is a good transition and that the detention ponds are also a good buffer as well to R22 zone to the south. He thinks council should give them the R4 now and have the development agreement being conditional on phase one approval.

Councilwoman Call feels the zoning is good at 2.42 units per acre and does not have an issue with the plan. She noted that before the recent code changes, this development could have come through as an R-3 development. She would like the lots backing onto collector to be stamped. She has faith that sewer will be worked out with developer and engineer. She feels with the Development Agreement that they should go with that and staff recommendations. She would be ok with rezone contingent on preliminary plat recording; she is ok with those options.

Councilman Poduska thought the re-phasing was great and he likes the shared driveway access. He agrees that the zone transition is good. If there is no slowdown with start times and having a development agreement than he feels that is ok but if there is a delay than he is not in favor.

Councilman Willden likes the concept plan and is ok with the rezone. If the development agreement doesn't slow it down he is ok with that but if it delays the process he prefers just the rezone.

Josh Romney would like to do the rezone now and do the preliminary plat with the development agreement.

Councilwoman Call wanted to thank them for stubbing out to other areas. She thought they could move for rezone tonight contingent upon development agreement being brought back at the next meeting.

Kevin Thurman noted that if they motion to approve rezone tonight without conditions than the ordinance will need to be put on a later consent calendar. But if they approve it conditioned upon either preliminary plat being recorded or development agreement being entered into they can bring back the ordinance at that time. He suggests that they approve the rezone tonight and bring back a development agreement at preliminary plat stage so it doesn't slow them down. He recommends that the ordinance come back with the preliminary plat.

Motion made by Councilman McOmber to approve the Rezoning to R4 based upon the evidence and explanations that we have received today that we approve that rezone to approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road to that zone change and give them that vested right tonight, with including all the other findings and conditions and with the Development Agreement that will come with preliminary plat. Seconded by Councilman Poduska.

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Councilwoman Baertsch asked do we need to specify which findings we're including?
Councilman McOmber **amended to "with modified conditions**."

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

5. Site Plan and Conditional Use permit for Platinum Car Wash located at 1413 North West Commerce Drive, Gary Hadfield, applicant.

Sarah Carroll presented the plan along with staff findings and Planning Commission recommendations.
Gary Hadfield, applicant had a concern that pioneer crossing would take away half his traffic. Planning Commission had asked that they put a berm, further blocking their building from the main road. He feels it is very necessary to his business that traffic is able to see it. He also noted that he does not feel the signs are too much.
Councilman McOmber is appreciative of the adjustments to the building. He is alright with the 3 signs and the tower sign, where the applicant feels they need to be, and also that with the impact of pioneer crossing that the berm is not necessary. He likes the choices of materials on the building.
Councilwoman Call appreciates the changes to lighting and landscaping. She thought code did not allow more than one sign per compass side.
Kimber Gabryszak responded to the code question that there was no conflict with the 3 signs.
Councilman Poduska is for the 3 signs and against the berm. He feels it will be a good addition to the city and likes the water recycling feature.
Councilman Willden thanked the applicant for being patient. He is for the 3 signs and no berm and supports the project.
Councilwoman Baertsch had a question on the detention basins and water from car wash draining directly into storm drain system and not being cleaned.
Sarah Carroll said she did review that matter with engineering and it was within standards.
Adam Naylor, architect noted that most of the water would get blown off in the tunnel.
Eric Lundell also indicated that it meets the standards.
Councilwoman Baertsch is ok with no berm. She would like to see two sides with slightly smaller signs
Gary Hadfield noted that with the building on an angle it was tough to put signs in a good viewable spot.
Sarah Carroll noted that they are not asking for the maximum sign size they could have.

Motion by Councilman Poduska that based upon the evidence and explanations received today, I move that the City Council approve the Platinum Car Wash Site Plan and Conditional Use Permit on property located at 1413 North West Commerce Drive, with the findings and conditions listed below with a 3rd sign and no berm on SR 73. Seconded by Councilwoman Baertsch. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

6. Concept Plan for Sierra Estates Senior Housing located at 350 West 400 North, Ross Welch, applicant.

Sarah Carroll presented concept plan and recommendations for Sierra Estates.
Councilwoman Call does not have many concerns and appreciates the additional open space. She thinks the drives are a little concerning where there are traffic concerns on 400 N.
Councilman Poduska has been looking forward to the addition to the city and agrees with the traffic issue, but with this type of facility he doesn't anticipate heavy traffic to the unit.
Councilman Willden is happy with the plan.
Councilwoman Baertsch had a question for staff with lot lines into the road?
Kimber Gabryszak noted it may be a phasing line and that in the final plat that will be fixed.
Councilman McOmber likes the plan, especially the covered drive thru access. He looks forward to the added value to Saratoga Springs.

7. Revised Phasing Plan for River Heights located at approximately 250 East Alhambra Drive, Bach Investments, applicant.

Sarah Carroll presented the plan
Councilman McOmber is ok with the plan.
Councilman Poduska asked if drainage had been resolved, staff responded that yes it had.
Councilwoman Call with it being just a phasing change she is fine with the added phase.
Councilwoman Baertsch wanted to clarify that Alhambra drive already in use would not be closed off.
Sarah Carroll responded that phase 2 was already recorded and Alhambra drive was included in that.

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City of Saratoga Springs
Planning Commission Meeting
October 23, 2014
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:
Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North
Staff: Kimber Gabryszak, Sarah Carroll, Nicolette Fike, Scott Langford, Sarah Carroll
Others: Jim May, Wayne Tate, Bret and Kim Hardcastle, Cynthia & Joe Nay, Julie Moon, Scott Butterfield, Warren Whete, Shellee Mcbay, Cagry Van Vrantheu, Dennis Jensen, Kyle Jensen, Lyneette LeMone, Coreane & Tom Neddell, Jodi Jensen, Zach & Michelle Warren, Laurie & Alan Johnson, Tanya Parker, Cari Kirjee, Frank Diana, Joan Black, Patricia Burt, Claudia & Dave Pack, Julie Cumming, Brenda Roberts, Dennis Brady, Tom Liddlell, Boni & John Michele, Glenn & Becky Setterberg, Tim Smart, Jack Hailis, Roger Cahoon, Scott Maxfield, Diana May, Kathy & Dean Anderson, Bob Kirejci, Phil & Kathleen Sailesinger, Pete Evans, Garrett Seeley, Ryan Poduska, Paul Watson, Kevin Moffitt, Steve Larsen, Paul Linford, Blaine Hales, Lynn Lomond
Excused: Eric Reese, Jarred Henline

Call to Order - 6:36 p.m. by Jeff Cochran
Pledge of Allegiance - led by Kara North
Roll Call – Quorum was present

Public Input Open by Jeff Cochran
No comment at this time.
Public Input Closed by Jeff Cochran

4. Public Hearing and Possible Recommendation: Preliminary Plat for Heron Hills located at approximately 3250 South Redwood Road, Steve Larson, applicant.

Sarah Carroll presented the plat. This item was re-noticed from last February. She showed where the plat was located and reviewed some comments from the previous meeting. She reviewed conditions in the Staff Report. She reviewed parks and trails. They want to have a shared boat dock in the future.
Applicant was not present.
Public Hearing Open by Jeff Cochran
Jim May representing the El Nautica Boat Club. He explained the boat club history; Land was purchased in 1959, it has been a club in this location for over 40 years with 94 members. They have a required amount of work service they perform yearly. They were not contacted until July 31st of this year about this development. Their intent is not to stop the progress of the new development but they feel strongly that their personal property needs protected. They placed their fence two feet inside of their boundary. They believe Mr. Larsen's claimed property encroaches on their property. They want the developer to provide a masonry type fence on the west and south sides of the club. They also would like access large enough access to the club to drive boats and trailers on and to ameliorate the property line dispute.
Public Hearing Closed by Jeff Cochran
Sandra Steele referred to the minutes from the past meeting and that they had mentioned that street names needed changed and they have not been yet and she would like to enter a condition for that. She asked if the city was aware of the property dispute. She doesn't think we can take any action until that is resolved.
Sarah Carroll noted that the city was aware and they could not approve the final plat until it is resolved.
Sandra Steele thinks the whole plat could change because of the lot sizes with a boundary line agreement. She also wanted a condition that it could not be recorded until the secondary water issue was resolved.

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Kirk Wilkins thinks the only real thing for discussion is for the setbacks and would like the applicants view.
Garret Seeley said they are asking for a variance that falls into the code and they agree with the staff that the corner needs increased and that the interior could be 5' and 5'.
Kirk Wilkins would suggest that where the cul-de-sac ends next to a fence or road he thinks it could be pulled back and create a lot.
Kara North would echo Kirk Wilkins comments.
Jeff Cochran encouraged them to comply with code to make things easier.
Sandra Steele said since they are proposing the same setbacks that were discussed with fox hollow she asked if they should address if there should be a fence between those homes. She thinks that if there were narrow spaces it could limit fire hoses and rescue equipment. She thinks if it was 8 feet it would be a better feel.
Garret Seeley asked if they may recommend doing an 8' and 5'.
Sarah Carroll said if they could spend more time reviewing their product and then get back with them that would be good.

7. **Public Hearing and Possible Recommendation: Preliminary Plat for Beacon Point located at approximately 4300 South Redwood Road, Paul Watson/Mendenhall, applicant.**

Scott Langford presented the Preliminary Plat. He reviewed the staff report and noted they had updated the phasing plans based on recommendations and UDOT had also weighed in. He commented on shared roadways and a minimum of 20' on those driveways. He reviewed the trails and parks. He noted that there is a lot of drainage runoff that will be coming into this area that is an argument for the city maintaining the open space. He had an additional condition that "lots with shared driveways shall have a private driveway with a minimum length of 20 feet between the shared driveway and the garage door."
Paul Linford said it has been difficult to handle the 600 acres above them that come down to them. They felt they had done well with this plan.

Public Hearing Open by Jeff Cochran
No public input.
Public Hearing Closed by Jeff Cochran

Kara North addressed the fencing, wrought iron along Redwood Road and along the trail a 6' high private vinyl fence which is currently not allowed by code.
Scott Langford noted that as the code currently sits their hands are tied on that.
Kara North was concerned if the park was sufficient for the needs of the residents. She is in favor of the city taking over the green space because they meet the requirement and have had trade off with trail improvements and drainage. The fencing complies with code. She is sure they will do the setback.
Kirk Wilkins asked applicant on their response to staffs proposal to increasing the open space.
Paul Linford noted that would be difficult. He thought they could sod some of the basins, but if it gets washed away it would need to be replaced. It's a tradeoff for all the things they have had to do but they will work with it.
Kirk Wilkins clarified that he would prefer to sod native areas instead of swapping the lots staff suggested.
Jeremy Lapin said for staff, they deal with a lot of complaints when there is a lot of native vegetation next to homes, so he thought they could sod along the trails next to the houses.
Paul Linford said he could do that.
Kirk Wilkins thanked him for his suggestions.
Kara North thought this different suggestion would work.
Kirk Wilkins commented on the driveways and clarified that it was taken care of by the conditions. His recommendation was that if the developer is willing to sod all of those areas than he thinks the city could take care of that and avoid and HOA.
Hayden Williamson recommended that they sod some of the detention basins. He asked if they had given thought to playground equipment if he has sod there.
Paul Linford said they could do that.

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Hayden Williamson wouldn't want to make it a condition, just a suggestion. He thanked them for the phase changes. He feels that we have the HOA vs. the City discussion a lot. He doesn't want to take care of every open space but doesn't want to force every development to be an HOA.

Scott Langford said the general policy was anything over 5 acres was easier for the city to maintain. He feels this follows that guideline.

Kimber Gabryszak noted that they have been having that discussion internally and are working to draft amendments to the code to be clear for what they are looking for on amenities and will be bringing that forward in the near future.

Sandra Steele likes that they are agreeing to do the sod. She is always concerned with native grasses because it becomes a weed problem. She asked what we require for detention basins, was it native or could it be sod.

Jeremy Lapin said they actually prefer sod for detention basis, debris basins were different. This has 2 debris and one detention. Sod would do well in the detention area.

Sandra Steele thought if they put sod in that basin she feels it would be quite a large area that would be usable for the residents. It might be a good size that would not be as hard for the city to maintain. She thinks if they take out the native along the south corridor and sod the basin it would be good.

Jeremy Lapin thinks the areas along the south would be hard for the parks department to get to. He would suggest only the detention basin on the East.

Sandra Steele thinks where there are larger lots that there is a certain amount of recreation on their own lots. It might be nice to have a bench along so parents can sit and watch their kids but any further improvements she doesn't know if that is necessary. She will let council decide on the maintenance. She wanted to add a condition that they not have final plat approval until they had secondary water.

Jeff Cochran asked Paul Linford to comment on his landscaping thoughts.

Paul Linford noted that there is a marketing issue here, the last thing they want is something to not be appealing. If they finish they would want to put some benches in and things to make it appealing. He thinks if they can get to the areas with lawn mowers they would sod them, it's not that much more cost than other native grasses they would have to plant. It comes down to working with staff and making it look great for marketing.

Jeff Cochran asked if staff had a position on maintenance.

Scott Langford noted that it might be nice for the applicant to look at grading and details that would make an efficient design for user and maintenance standpoints. If they could modify condition 5 to be more flexible so they have time to work with them before it comes to City Council and he would have a better understanding to present at that time.

Kimber Gabryszak noted that the city weighs the benefit to the overall community as well as the residents in that particular neighborhood. It's a significant cost over time, about $5000 an acre/year but this, with a trail corridor and over all access, they could look into maintaining it.

Jeff Cochran reviewed discussion. Driveways, open space, street naming

Motion by Kara North that Based upon the evidence and explanations received today, I move that the Planning Commission forward a positive recommendation to the City Council to approve the Beacon Point Preliminary Subdivision Plat on approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road, with the findings and conditions listed in the staff report. With the following clarifications or revisions: with the exclusion of condition 5, that being removed; and that applicant work with staff with respect to open space and whether that meets the recreational needs of the residents; that the applicant work with staff to revise the street naming issues that are not currently in compliance with City Code; and that the final plat not be recorded until secondary water issue is resolved; and that driveways that are shared must have a private driveway with a minimum length of 20 feet between the shared driveways in compliance with section19.09.11 of City Code. Seconded by Sandra Steele. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

8. Public Hearing and Possible Recommendation: Concept Plan, General Plan Amendment, and Rezone and for Riverbend Medical located at 41 East 1140 North, Blaine Hales, applicant.

Return to Page 1

CITY OF SARATOGA SPRINGS

City Co n i
Sta Report

Con ept P an
La e i e 25 26 2
November 1 2014
P b i Meetin

~2600 S Shorewood Dr to ~2800 S Redwood Rd

A. Executive Summary:

Recommendation:
Staff recommends that the City Council conduct a public meeting and provide informal direction to the applicant and staff regarding the conceptual subdivision. No official motion or recommendation is provided for Concept Plans.

B. Background:

C. Specific Request:

D. Process:

E. Planning Commission Review:

F. Community Review:

G. General Plan:

Finding: consistent.

H. Code Criteria:

Permitted or Conditional Uses: complies.

Minimum Lot Sizes: complies with the MDA.

Setbacks and Yard Requirements: up for discussion, variations requested.

Front:
Sides:
Corner:
Rear:

Minimum Lot Width: can comply.

Parking, vehicle and pedestrian circulation: can comply.

Fencing: can comply.

Open Space: complies.

Sensitive Lands: can comply.

I. Recommendation and Alternatives:

J. Exhibits:

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Lakeside (SSD Plats 25, 26, 27)
Date: October 23, 2014
Type of Item: Concept Plan Review

Description:

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

B. Background:

Applicant:	*Woodside Homes of Utah, LLC / AY Lakeside, LLC*
Request:	*Concept Plan*
Location:	*Approximately 2600 S. Shorewood Dr to 2800 S. Redwood Rd.*
Acreage:	*70.49 acres - 209 lots*

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

D. Proposed Items for Consideration:

A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.

B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.

C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.

D. Incorporate a grading and drainage design that protects homes from upland flows.

E. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all

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

G. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.

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

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

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

K. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.

L. Developer is required to 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.

M. Developer shall identify all sensitive lands as defined in the Land Development Code. Sensitive land shall be placed into protected open space.

N. Developer shall improve and dedicate, to City standards, the required half width of Redwood Road along the entire frontage.

O. No lots shall contain any portion of the sewer or storm drain easements. The relocation of existing sewer mains may be required to accommodate new road alignments proposed in plats 26 and 27. All relocation work must be bonded for as calculated by the City Engineer prior to commencing construction and no disruption to existing service shall occur during construction.

P. Developer shall comply with all requirements and regulations set forth in the Saratoga Springs Development MDA.

Q. The existing 10-inch culinary water line in Redwood Road shall be extended south along Redwood Road and then north-easterly along Shorewood Drive to connect to the existing waterline at the south end of Plat 23. This 10-inch waterline shall be bonded for and constructed with the development of either plat 25, 26, or 27; whichever is developed first. A 14-inch waterline shall be extended to the south property boundary of Plat 26, from the 10-inch waterline in Shorewood Drive, to facilitate future connections.

R. The Secondary Waterline in Shorewood Drive shall be a minimum of 8-inches and shall extend to Redwood Road to facilitate future connections. An 8-inch secondary

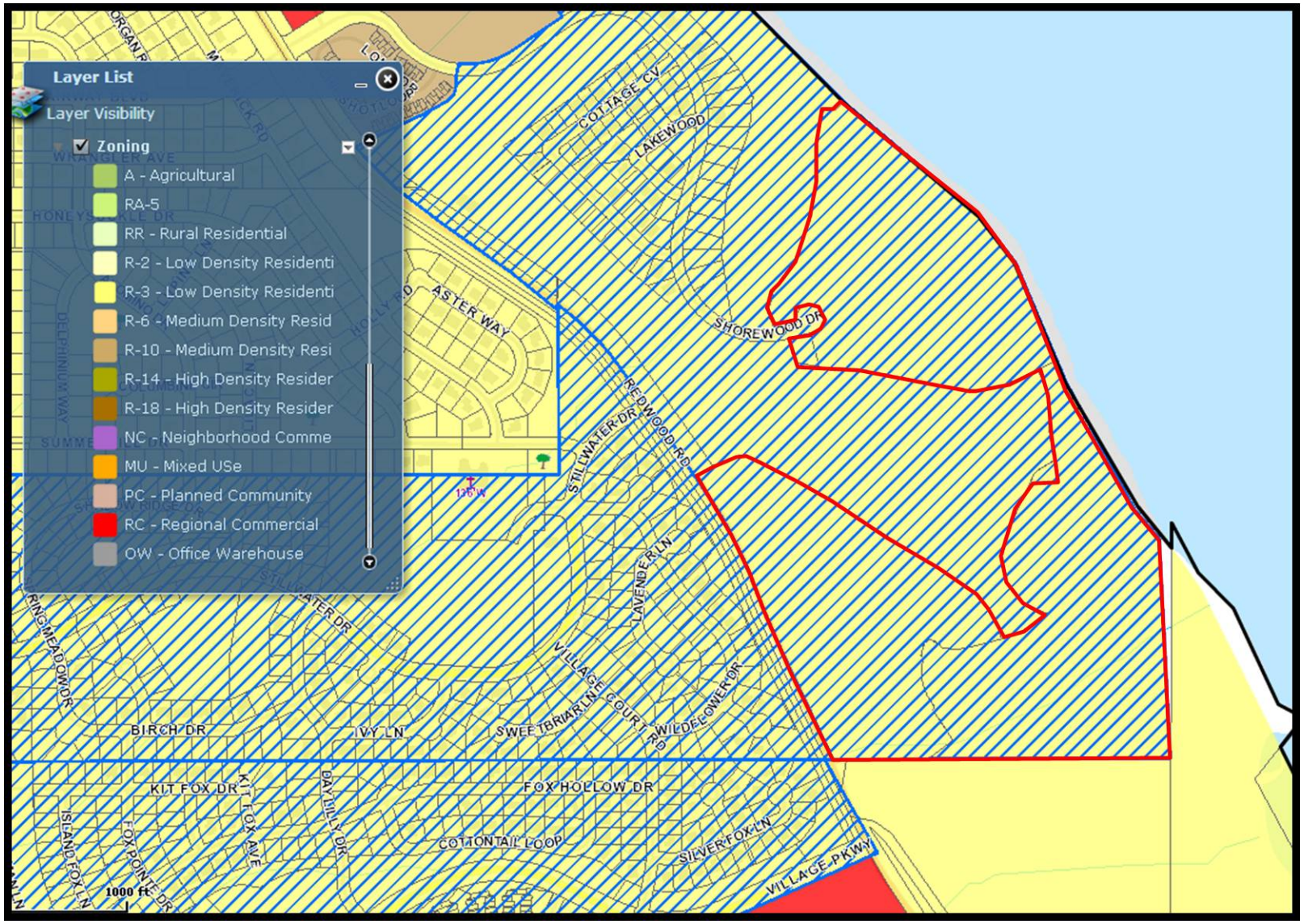
waterline shall be extended to the south property boundary of Plat 26, from the 8-inch secondary waterline in Shorewood Drive, to facilitate future connections.

S. The trail along redwood be completed when Shorewood Drive is connected to Redwood Road and that no less than 1/3 of the trail shall be constructed with each plat 25-27 to ensure equitable costs are shared with each.

T. Some or all of the Lots in plats 25, 26, and 27 may require the construction of a lift station in order to have sewer service. A new sewer lift station must be in a location that is acceptable to the City and provides service for the maximum amount of the land between Redwood Road and Utah Lake. The design and construction costs of the lift station are the responsibility of the Developer. The Lift station shall be bonded for and constructed with the first plat that has lots requiring its use for sewer service.

U. Shorewood Drive shall be completed through Plats 25, 26 and 27 and connect to Redwood Road.

V. The developer shall provide at a minimum the Lakeshore Trail, a trail along the drainage in plat 26, and a Trail as outlined in the standard road cross section for Redwood Rd.



ZONING / LOCATION MAP

FAIRWAY BLVD
WRANGLER AVE
HONEYSUCKLE DR
HAVERICK RD
LONG DR
CHIP SHOT LOOP
COTTAGE CV
LAKEWOOD
SHOREWOOD DR
LUPINE LN
PALOMINO DR
DELPHINIUM WAY
COLUMBINE CIR
LILAC LN
HOLLY RD
ASTER WAY
SUMMERHILL DR
SHADOW RIDGE DR
STILLWATER DR
REDWOOD RD
LAVENDER LN
SPRING MEADOW DR
BIRCH DR
IVY LN
SWEETBRIAR LN
VILLAGE COURT RD
WILDFLOWER DR
KIT FOX DR
KIT FOX AVE
DAYLILLY DR
FOX HOLLOW DR
COTTONTAIL LOOP
SILVER FOX LN
VILLAGE PKWY
ISLAND FOX LN
FOX POINT DR
1000 ft

AERIAL MAP

City o Sarato a Sprin
P annin Commi ion Meetin
O tober 23 2014

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

P annin Commi ion Min te

Pre ent:

Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North
Staff: Kimber Gabryszak, Sarah Carroll, Nicolette Fike, Scott Langford, Sarah Carroll
Others: Jim May, Wayne Tate, Bret and Kim Hardcastle, Cynthia & Joe Nay, Julie Moon, Scott Butterfield, Warren Whete, Shellee Mcbay, Cagry Van Vrantheu, Dennis Jensen, Kyle Jensen, Lyneette LeMone, Coreane & Tom Neddell, Jodi Jensen, Zach & Michelle Warren, Laurie & Alan Johnson, Tanya Parker, Cari Kirjee, Frank Diana, Joan Black, Patricia Burt, Claudia & Dave Pack, Julie Cumming, Brenda Roberts, Dennis Brady, Tom Liddlell, Boni & John Michele, Glenn & Becky Setterberg, Tim Smart, Jack Hailis, Roger Cahoon, Scott Maxfield, Diana May, Kathy & Dean Anderson, Bob Kirejci, Phil & Kathleen Sailesinger, Pete Evans, Garrett Seeley, Ryan Poduska, Paul Watson, Kevin Moffitt, Steve Larsen, Paul Linford, Blaine Hales, Lynn Lomond

E e : Eric Reese, Jarred Henline

6. Con ept P an or La e i e P at 25 26 an 2 o ate bet een 2600 So t S ore oo Drive an 2 00 So t Re oo Roa Woo i e Home o Uta LLC app i ant.

Sarah Carroll presented the concept plan. She reviewed the Staff Report and recommendations from staff. Garret Seeley was present for applicant.

Sandra Steele asked is this considered under a PUD.
Staff said yes.
Sandra Steele's main concern was that it needed a second access. She thinks that Shorewood drive was already addressed in the Master Development Code but public safety is still public safety.
Jeremy Lapin noted that their 50 unit change for secondary access was recent but international code was 200 units, which was the standard when the MDA came through.
Sarah Carroll said that the MDA required that they had to complete the loop when they built 26 and 27. Her concern would be 26 and 27 but not with 25.
Jeremy Lapin noted they could recommend a temporary access for an emergency situation.
Sandra Steele felt that there should be an emergency access. She doesn't know what another answer would be.
Garret Seeley said after further review it makes more sense for them to start on 27 which would fix her problem, which would give them time to construct the lift station.
Sandra Steele she said it helps but her suggestion is to push the cul-de-sac and have access onto Redwood Road so there was two access points.
Kimber Gabryszak noted that any access onto Redwood Road would have to be run by the state and adhere to their standards. If they put that in, it wouldn't be able to meet those standards.
Hayden Williamson after reviewing the setbacks thought that they may want to go from the side. He agrees with builder that doing 27 first would be a much better solution.
Kirk Wilkins thinks the only real thing for discussion is for the setbacks and would like the applicants view.
Garret Seeley said they are asking for a variance that falls into the code and they agree with the staff that the corner needs increased and that the interior could be 5' and 5'.
Kirk Wilkins would suggest that where the cul-de-sac ends next to a fence or road he thinks it could be pulled back and create a lot.
Kara North would echo Kirk Wilkins comments.
Jeff Cochran encouraged them to comply with code to make things easier.

Sandra Steele said since they are proposing the same setbacks that were discussed with fox hollow she asked if they should address if there should be a fence between those homes. She thinks that if there were narrow spaces it could limit fire hoses and rescue equipment. She thinks if it was 8 feet it would be a better feel.

Garret Seeley asked if they may recommend doing an 8' and 5'.

Sarah Carroll said if they could spend more time reviewing their product and then get back with them that would be good.

Saratoga Springs Composite Description
Encompassing Future Phases25, 26, 27 And
Includes Parcel No. 59-012-0061

A parcel of land located in the Northeast Quarter of Section 12, and the Southeast Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs, Utah County, Utah, more particularly described as follows:

Beginning at the east quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South 89°50'02" West along the quarter section line 1,509.19 feet to the east line of State Highway 68 (Redwood Road), thence along said east line the following six (6) courses and distances:
1) North 23°52'14" West 55.95 feet,
2) northwesterly along the arc of a 2,123.00 foot radius tangent curve to the left, the center of which bears South 66°07'46" West, through a central angle of 01°26'02", a distance of 53.13,
3) North 25°18'15" West 414.29 feet,
4) northwesterly along the arc of a 4,967.00 foot radius tangent curve to the right, the center of which bears North 64°41'45" East, through a central angle of 04°33'33", a distance of 395.23,
5) northwesterly along the arc of a 1,833.00 foot radius reverse curve to the left, the center of which bears South 69°15'18" West, through a central angle of 13°42'11", a distance of 438.38 and
6) North 34°26'53" West 100.67 feet;
thence North 56°56'48" East 60.22 feet;
thence North 69°02'33" East 129.15 feet;
thence South 80°55'02" East 49.38 feet;
thence South 60°07'19" East 89.98 feet;
thence South 65°25'41" East 63.27 feet;
thence South 66°08'33" East 65.05 feet;
thence South 65°34'27" East 58.91 feet;
thence South 57°47'24" East 909.30 feet;
thence South 43°39'16" East 90.01 feet;
thence South 31°52'09" East 68.73 feet;
thence South 23°05'15" East 53.40 feet;
thence South 15°35'10" East 52.46 feet;
thence northeasterly along the arc of a 472.00 foot radius non-tangent curve to the left, the center of which bears North 15°25'21" West, through a central angle of 28°57'01", a distance of 238.49 feet;
thence North 69°11'02" West 110.00 feet;
thence North 37°53'52" West 128.29 feet;
thence North 13°19'46" West 106.47 feet;
thence North 13°03'10" East 102.61 feet;
thence North 20°06'33" East 89.24 feet;
thence North 24°54'44" East 179.18 feet;
thence North 85°35'22" East 134.85 feet;
thence northerly along the arc of a 472.00 foot radius non-tangent curve to the left, the center of which bears South 84°53'14" West, through a central angle of 09°14'08", a distance of 76.08 feet;
thence North 14°20'53" West 25.26 feet;
thence northerly along the arc of a 888.00 foot radius tangent curve to the right, the center of which bears North 75°39'07" East, through a central angle of 14°08'54", a distance of 219.28;
thence northerly along the arc of a 422.00 foot radius reverse curve to the left, the center of which bears South 89°48'01" West, through a central angle of 27°38'20", a distance of 203.57 feet;
thence South 62°44'21" West 78.37 feet;
thence South 69°01'55" West 105.26 feet;
thence South 79°45'25" West 100.98 feet;
thence North 87°59'10" West 107.37 feet;
thence North 78°30'35" West 460.67 feet;
thence North 88°03'08" West 155.49 feet;
thence North 78°51'36" West 16.11 feet;
thence North 78°52'53" West 110.44 feet;
thence North 23°09'15" West 31.85 feet;
thence North 15°10'44" West 137.44 feet;
thence westerly along the arc of a 372.00 foot radius non-tangent curve to the right, the center of which bears North 15°10'27" West, through a central angle of 07°43'32", a distance of 50.16 feet;
thence North 22°11'51" West 81.80 feet;
thence North 14°52'07" East 103.78 feet;
thence North 35°04'59" East 161.85 feet;
thence North 21°33'19" East 198.29 feet;
thence North 09°59'06" East 190.65 feet;
thence North 01°39'33" East 108.96 feet;
thence North 04°44'48" West 76.79 feet;
thence North 13°22'44" East 146.69 feet;
thence South 85°40'32" East 54.75 feet;
thence North 45°15'13" East 52.04 feet to the boundary of the "Compromise Elevation Line" as described in that "Agreement of Stipulation and Compromise Regarding Utah Lake Boundary" as recorded January 12, 2000, under Entry No. 3278:2000, in the Office of the Utah County Recorder, thence along said line the following seven (7) courses and distances:
1) South 44°44'47" East 30.77 feet;
2) South 49°58'11" East 783.61 feet;
3) South 37°45'47" East 269.42 feet;
4) South 22°55'06" East 483.75 feet;
5) South 22°56'06" East 106.87 feet;
6) South 28°15'56" East 663.06 feet and
7) South 40°15'52" East 256.00 to its intersection with the Section line and established by the extended line between the found monuments at the East Quarter of Section 12 (dated 1960) and the Meander Corner 822.76 feet along the Section line to the north (dated 1913); thence South 00°09'31" West 940.57 feet along the Section line TO THE POINT OF BEGINNING.

Containing 3,070,418 Square Feet or 70.487 Acres.

DRAINAGE ARROW

30%+ SLOPES

ISOLATED WETLANDS SUBMITTED TO ARMY CORPS OF ENGINEERS

ESTIMATED DETENTION POND BOTTOM AREA

30% SLOPES WITHIN OPEN SPACE = 45,910 S.F.

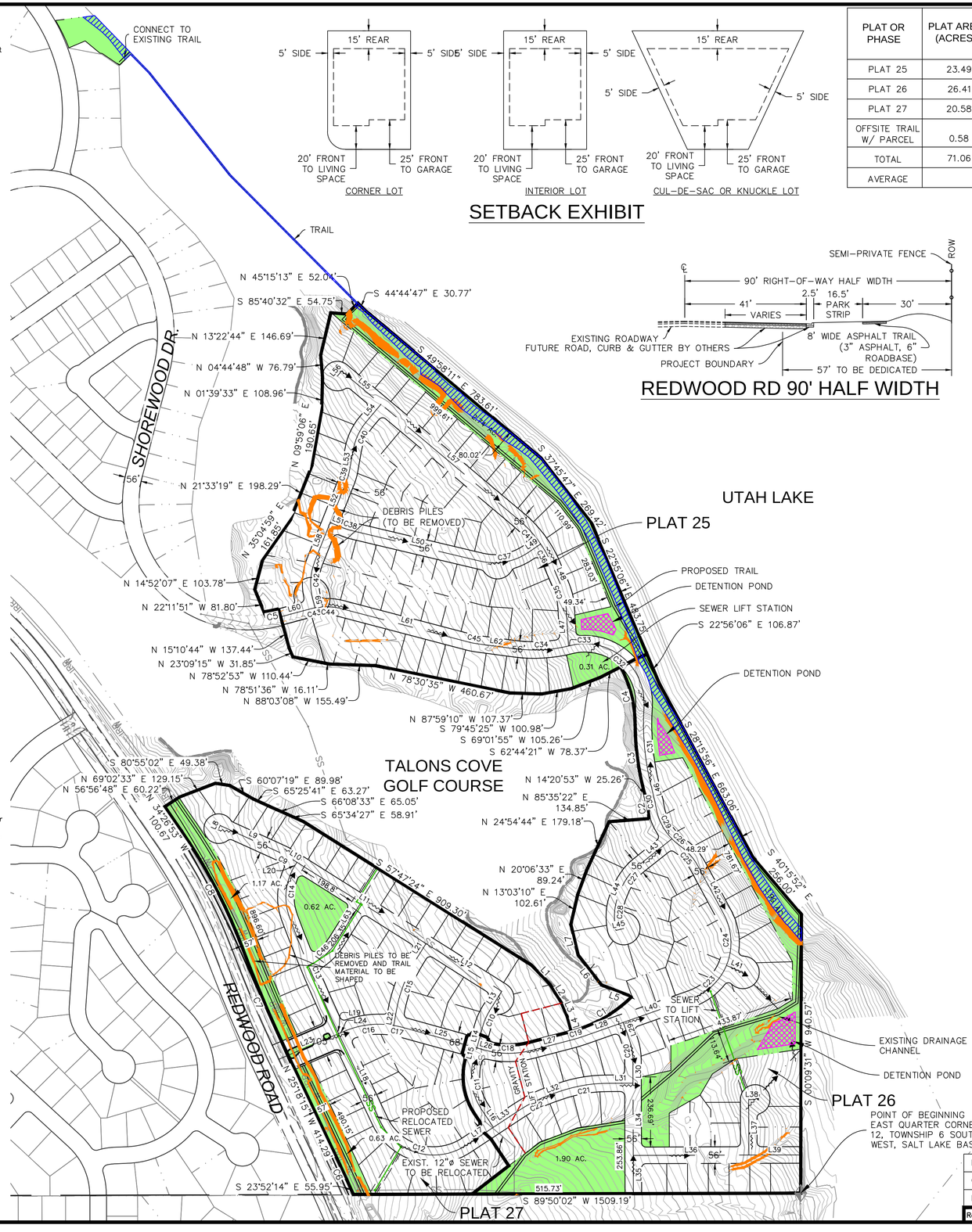
WETLAND AREA WITHIN OPEN SPACE = 76,000 S.F.

DETENTION POND BOTTOM AREA WITH OPEN SPACE = 18,000 S.F.

OVERLAP OF SENSITIVE AREAS = 1,650 S.F.

TOTAL AREA OF SENSITIVE AREAS WITHIN OPEN SPACE = 69,680 S.F. (13.4% OF OPEN SPACE)

NOTE:
1. NO AREA OF THE PROJECT IS WITHIN THE 100-YEAR FLOOD PLAIN



SETBACK EXHIBIT

REDWOOD RD 90' HALF WIDTH

PLAT OR PHASE	PLAT AREA (ACRES)	LOTS	MINIMUM LOT SIZE (SF)	AVERAGE LOT SIZE (SF)	PERCENTAGE OF BUILDABLE LAND	OPEN SPACE (ACRES)	OPEN SPACE (%)	DENSITY OF DWELLINGS BY ACRE
PLAT 25	23.49	78	7,000	8,510	100%	3.03	12.9%	3.32
PLAT 26	26.41	66	7,000	9,640	100%	5.89	22.3%	2.49
PLAT 27	20.58	65	7,000	8,815	100%	2.46	12.0%	3.16
OFFSITE TRAIL W/ PARCEL	0.58					0.58	100.0%	
TOTAL	71.06	209				11.96	16.8%	
AVERAGE				8,960			16.8%	2.98

Line Table

Line #	Direction	Length (ft)
L1	S 43°39'16" E	90.01'
L2	S 31°52'09" E	68.73'
L3	S 23°05'15" E	53.40'
L4	S 15°35'10" E	52.46'
L5	N 69°11'02" W	110.00'
L6	N 37°53'52" W	128.29'
L7	N 13°19'46" W	106.47'

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	238.49'	472.00'	28°57'01"	235.96'	N 60°06'08" E
C2	76.08'	472.00'	9°14'08"	76.00'	N 09°43'50" W
C3	219.28'	888.00'	14°08'54"	218.72'	N 07°16'26" W
C4	203.57'	422.00'	27°38'20"	201.60'	N 14°01'09" W
C5	50.16'	372.00'	7°43'32"	50.12'	S 78°41'18" W
C6	53.13'	2123.00'	1°26'02"	53.12'	N 24°35'15" W
C7	395.23'	4967.00'	4°33'33"	395.13'	N 23°01'29" W
C8	438.38'	1833.00'	13°42'11"	437.34'	N 27°35'48" W

Centerline Line Table

Line #	Direction	Length (ft)
L8	S 24°25'33" W	11.94'
L9	N 65°34'27" W	228.64'
L10	N 57°47'24" W	31.58'
L11	N 57°47'24" W	514.71'
L12	N 57°47'24" W	302.12'
L13	N 32°12'36" E	76.21'
L14	N 15°16'08" E	75.26'
L15	N 15°16'08" E	44.15'
L16	N 33°28'20" W	74.65'
L17	S 56°31'40" W	109.68'
L18	N 25°18'15" W	326.35'
L19	N 25°18'15" W	11.91'
L20	N 32°12'36" E	12.41'
L21	N 32°12'36" E	59.23'
L22	N 09°34'34" E	43.28'
L23	S 66°49'44" W	218.15'
L24	S 66°49'44" W	15.58'
L25	N 74°31'27" W	259.48'
L26	N 74°31'27" W	27.76'
L27	S 75°29'06" W	140.78'

Centerline Line Table

Line #	Direction	Length (ft)
L28	S 70°41'55" W	143.76'
L29	N 19°10'25" W	64.99'
L30	N 00°10'26" W	78.75'
L31	S 89°49'34" W	85.57'
L32	S 70°22'26" W	27.15'
L33	S 56°31'40" W	102.55'
L34	N 00°10'26" W	243.61'
L35	N 00°10'26" W	128.93'
L36	S 89°49'36" W	389.97'
L37	S 00°10'24" E	187.35'
L38	S 89°49'36" W	22.00'
L39	S 89°49'36" W	175.30'
L40	S 70°41'55" W	243.16'
L41	N 67°17'00" W	60.45'
L42	S 28°15'56" E	185.81'
L43	N 51°27'49" E	141.60'
L44	N 23°10'54" E	20.19'
L45	S 76°48'07" W	27.00'
L46	S 14°20'53" E	25.26'
L47	S 03°29'03" E	133.20'

Centerline Line Table

Line #	Direction	Length (ft)
L48	S 22°55'06" E	81.94'
L49	N 55°36'50" E	51.16'
L50	S 76°39'55" E	444.03'
L51	S 68°26'41" E	53.28'
L52	S 21°33'19" W	149.59'
L53	S 09°59'06" W	69.15'
L54	S 40°01'49" W	77.68'
L55	S 49°58'11" E	173.65'
L56	N 40°01'49" E	22.00'
L57	S 49°58'11" E	608.24'
L58	S 21°33'19" W	140.85'
L59	S 15°10'27" E	31.50'
L60	N 74°49'33" E	105.13'
L61	S 75°16'48" E	447.32'
L62	S 82°26'48" E	128.70'
L63	N 32°12'36" E	156.72'

Centerline Curve Table

Curve #	Length	Radius
C9	27.17'	200.00'
C10	59.14'	200.00'
C11	170.14'	200.00'
C12	342.67'	200.00'
C13	413.43'	4782.00'
C14	183.47'	200.00'
C15	197.52'	500.00'
C16	175.78'	300.00'
C17	30.89'	300.00'
C18	157.03'	300.00'

Centerline Curve Table

Curve #	Length	Radius
C19	41.77'	500.00'
C20	66.32'	200.00'
C21	169.75'	500.00'
C22	120.83'	500.00'
C23	167.49'	200.00'
C24	177.96'	200.00'
C25	91.72'	200.00'
C26	36.24'	200.00'
C27	98.72'	200.00'
C28	126.99'	200.00'

Centerline Curve Table

Curve #	Length	Radius
C29	121.69'	200.00'
C30	44.06'	500.00'
C31	272.59'	860.00'
C32	376.79'	200.00'
C33	6.54'	500.00'
C34	182.68'	500.00'
C35	67.84'	200.00'
C36	80.06'	400.00'
C37	166.58'	200.00'
C38	28.70'	200.00'

Centerline Curve Table

Curve #	Length	Radius
C39	40.39'	200.00'
C40	104.88'	200.00'
C41	108.79'	400.00'
C42	128.21'	200.00'
C43	15.22'	200.00'
C44	89.13'	200.00'
C45	25.02'	200.00'
C46	125.14'	200.00'

SCALE (FT)
0 200 400 600

WOODSIDE HOMES

LAKESIDE PLATS 25-27

CONCEPT PLAN

PRELIMINARY
FOR PLANNING PURPOSES ONLY
– NOT FOR CONSTRUCTION –

Rev.	By	Date	Remarks
D	JJS	10/10/14	ISSUED FOR REVIEW
C	JJS	10/06/14	INTERNAL REVIEW
B	JJS	09/18/14	INTERNAL REVIEW

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: JJS
Drw: JJS
Chk: GM
Rvw: JRL
Sht 1 of 1
Print Date:
Created: 09/00/04
Proj. # 5262

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BBB

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Final Plat Amendment
Fox Hollow Neighborhood 2 (The Cottages at Fox Hollow)
November 18, 2014
Public Meeting

A. Executive Summary:

Recommendation:
Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed plat amendment at their discretion, and choose from the options in Section "H" of this report.

Background:

B. Specific Request:

C. Process:

Staff finding: complies.

D. Planning Commission Review:

E. Community Review:

F. General Plan:

G. Code Criteria:

Permitted or Conditional Use: complies.

Minimum Lot Size, Setbacks and Yard Requirements, Minimum Lot Width, Minimum Lot Frontage: variations requested.

-
-
-
-
-
-

Findings in favor of variations, supporting 19.07.06:

Findings in favor of the conditions for variations found in 19.07.06:

Findings against the conditions for variations found in 19.07.06:

Maximum Height of Structures, Maximum Lot Coverage, Minimum Dwelling Size: complies.

Open Space: complies.

Sensitive Lands: complies.

-
    -
-
    -
-
    -

Second access: can comply.

Phasing plan: complies.

Fencing: can comply.

PUD Plan approval: can comply.

Preliminary PUD Plat Review.

Finding:

-
  -

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o
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<u>Master Development Agreement</u>:

Open Space: complies.

MDA Design Guidelines: complies.

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Community Entrances:

H. Recommendation and Alternatives:

Possible Motion for Approval:

Findings:

Conditions:

o

Possible Motion for Denial:

Possible Motion for Continuance:
continue

I. Exhibits:

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Fox Hollow Neighborhood 2
Date: October 23, 2014
Type of Item: Final Plat Amendment

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted a Final Plat application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Flagship Homes, Nate Hutchinson*
Request:	*Final Plat Amendment*
Location:	*Willow Creek Drive and Red Pine Drive*
Acreage:	*26.81 acres - 199 lots (Currently Recorded with 250 Lots)*

C. Recommendation: Staff recommends the approval of final plat subject to the following conditions:

D. Conditions:

A. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.

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

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

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

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

F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.

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

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

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

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

K. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.

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

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

N. Developer shall comply with all requirements set forth in The Villages MDA.

O. Plans shall be phased for grading, utilities, amenities, and landscaping.

P. Developer shall provide individual culinary and secondary water meters for each lot owner, existing master meters will need to be removed and metered connections provided for all open spaces.

Q. Developer shall provide at least two points of access for any portion of the project that exceeds 50 units.

R. Developer shall provide complete roadway and utility plans for the completion of Pinion Pine Drive all the way to Swainson Avenue.

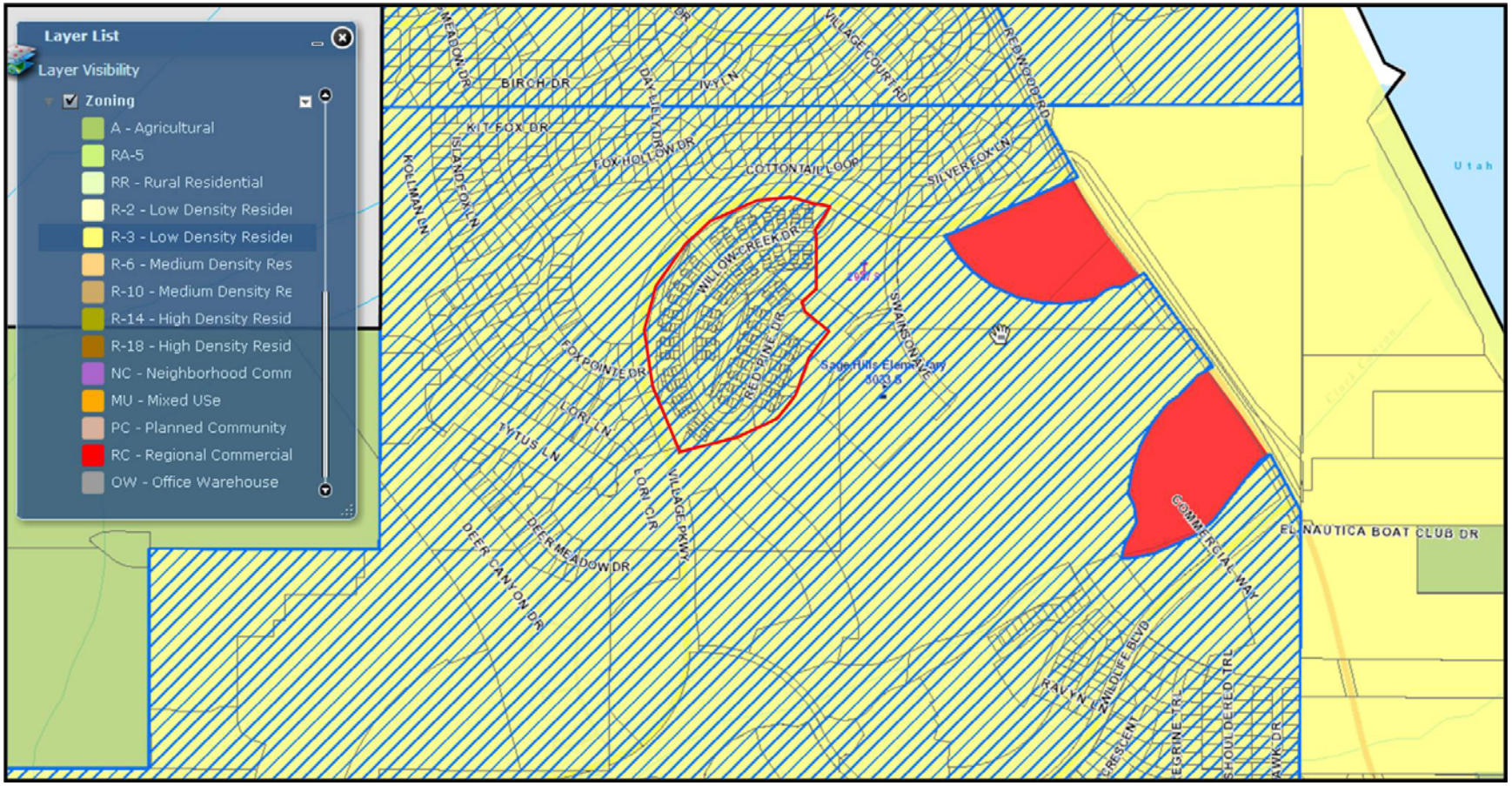
S. Developer shall remove all unused laterals back to the main.

T. Developer shall complete a 2” grind and overlay of all internal roadways that will receive multiple road cuts to restore them to existing condition or better.

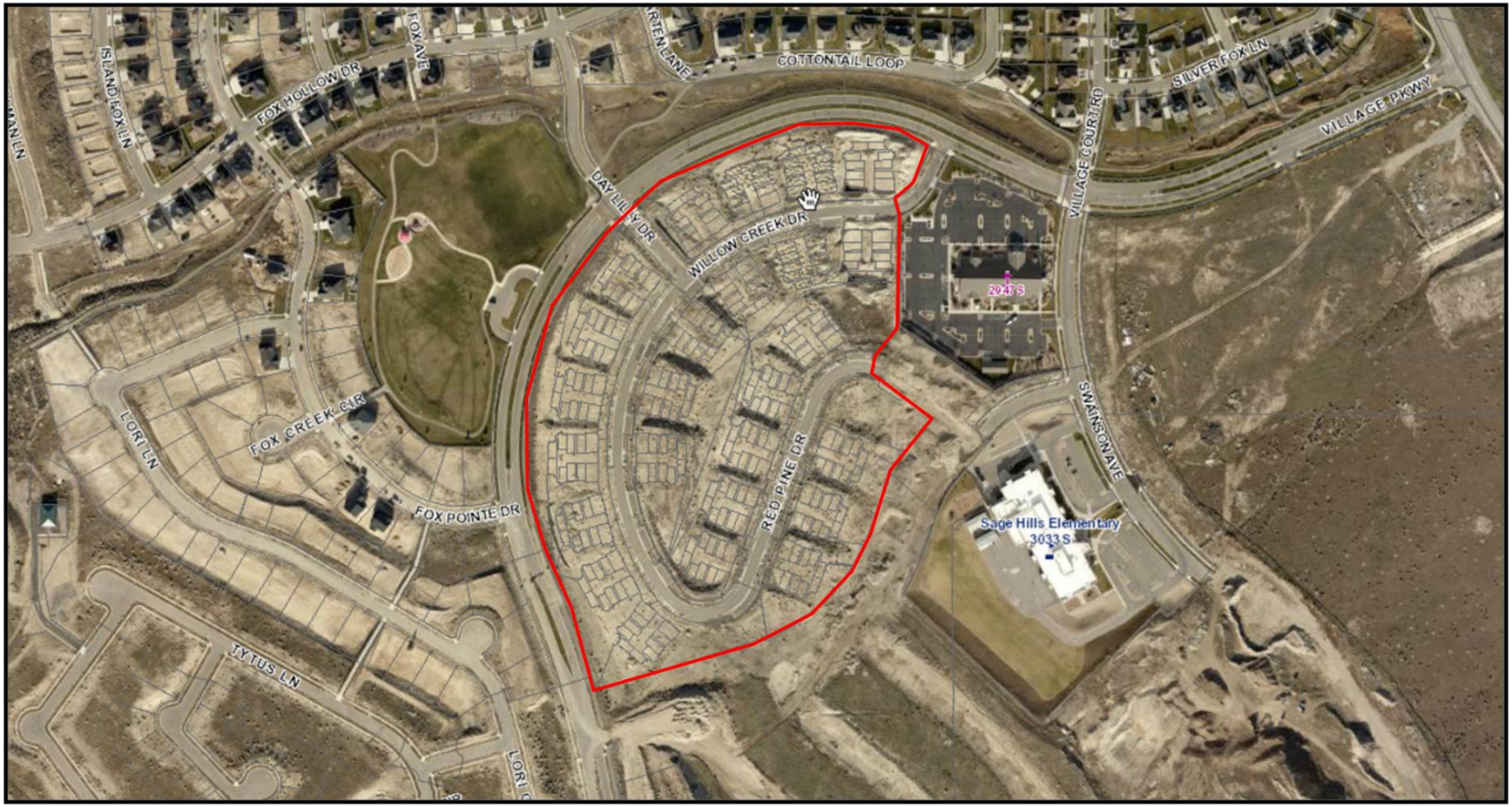
U. Developer shall provide 12’ wide paved access roads to all manholes outside of the public ROW.

V. Developer shall ensure any meter boxes located in a traffic area shall be in a concrete H-20 load rated box.

W. Developer shall prohibit parking on all interior roads and shared driveways.



ZONING / LOCATION MAP



AERIAL PHOTO

City o Sarato a Sprin
P annin Commi ion Meetin
O tober 23 2014
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

P annin Commi ion Min te

Pre ent:

Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North
Staff: Kimber Gabryszak, Sarah Carroll, Nicolette Fike, Scott Langford, Sarah Carroll
Others: Jim May, Wayne Tate, Bret and Kim Hardcastle, Cynthia & Joe Nay, Julie Moon, Scott Butterfield, Warren Whete, Shellee Mcbay, Cagry Van Vrantheu, Dennis Jensen, Kyle Jensen, Lyneette LeMone, Coreane & Tom Neddell, Jodi Jensen, Zach & Michelle Warren, Laurie & Alan Johnson, Tanya Parker, Cari Kirjee, Frank Diana, Joan Black, Patricia Burt, Claudia & Dave Pack, Julie Cumming, Brenda Roberts, Dennis Brady, Tom Liddlell, Boni & John Michele, Glenn & Becky Setterberg, Tim Smart, Jack Hailis, Roger Cahoon, Scott Maxfield, Diana May, Kathy & Dean Anderson, Bob Kirejci, Phil & Kathleen Sailesinger, Pete Evans, Garrett Seeley, Ryan Poduska, Paul Watson, Kevin Moffitt, Steve Larsen, Paul Linford, Blaine Hales, Lynn Lomond

E e : Eric Reese, Jarred Henline

5. P b i Hearin an Po ib e Re ommen ation: P at Amen ment or Fo Ho o Nei bor oo 2 o ate bet een Wi o Cree Drive an Re Pine Drive F a ip Home app i ant.

Sarah Carroll reviewed the plat. This is a request for a plat amendment for Fox Hollow Neighborhood 2, The Cottages at Fox Hollow. The recorded plat includes 250 two-family dwellings. The proposed plat indicates 199 single-family detached dwellings on small lots. She reviewed recommendations and conditions in the staff report. She shared comments that were received just today via phone from the HOA.

Peter Evan with Flagship Homes thanked the city staff for their work and help. They think this will be a much better project than originally approved. The original plan had not gained much interest. These are called townhomes but are really duplexes. By privatizing the front yard and reducing the 10 pack to 8 pack it will be a much better product. They are ok with the fencing issue and ask that the side yard fencing not be applied to the rear yard and are ok with not having side yard fencing. The concern in staff report about parking - they feel the parking is going to be better and guest parking is already installed but now there are less units here.

P b i Hearin Open by Jeff Cochran

Tanya Parker, Villages at Saratoga Springs HOA, has been working with Flagship Homes and the City to come up with the best solution. They are excited to see some movement on this. They are happy to see single family homes with private yards coming. Naturally they would like fewer of them but understand it fits in zoning and infrastructure and have no problem. She feels they have reached solutions on most of their points. She had a report of what would need to happen to meet HOA approval. It was sent to Staff and Flagship homes.

Ryan Poduska, HOA president, asked that the drive aprons not be on the parkway. He requested that on the two car garages they can't be the minimum two car garage size, they have a neighboring subdivision where the garages are minimum and hardly anyone can get in them, even without storage in them, and with limited parking around he would be afraid of kick back from residents who can't fit in their garages parking on the park strips. They already have to deal with a lot of parking problems. Possibly posting signs as a requirement there may help.

P b i Hearin C o e by Jeff Cochran

Kara North thanked staff for being very thorough. With respect to the HOA's requests that tree species be replaced, can the City enforce that?

Sarah Carroll said they couldn't require specific species but they do have species they recommend in open spacing. They do approve landscape plans and they could make a condition that the change in trees is ok.

Kara North asked about the fencing.

Sarah Carroll explained that the condition could be limited between the homes, not on the ends. She thinks a condition indicating not on interior side yards would cover that.

Kara North was not sure if she buys what he said about guest parking being sufficient.

Peter Evans said that the previous product which is approved right now has no driveway apron, he thinks the concern is if they are pushing that out that it will be more confusing. You have to be very clear on the front end about where people can park and very clear about enforcement. His main comment was that since there was a reduction by 51 homes and the parking met the requirements before that this is a better ratio.

Kara North didn't think we could require a specific garage size and the HOA would need to work with that on design approval. She thinks it's great that the HOA is working with the developers.

Sarah Carroll noted that if they enforced no storage in the garages then that frees up space and people can park in their garages and not on the street.

Kirk Wilkins is grateful for the better project by decreasing the density. He asked what the current property rights are.

Sarah Carroll said because it's already recorded its 100% vested they could go in and build what they have already planned.

Kirk Wilkins asked who this product catered to.

Peter Evans replied that it is to young families. There are also products where people would not want to maintain any open space. These are great products for those that can't afford medium house side but has a little bit of a yard.

Kirk Wilkins his concern with the shared driveways and children around is with the safety around there.

Hayden Williamson asked about the HOA request about the 6ft. fence along the parkway with the code changes we have made recently, are they allowed to have a private fence there.

Kimber Gabryszak said the council has tabled the fencing and the current code states that where there is a trail corridor semi-private is required. They could address it through a condition.

Hayden Williamson asked if the green space along village parkways was taken care of by the sub HOA.

Kimber Gabryszak said it was.

Hayden Williamson on the condition for fencing in the back yard, can we require that the builder put in.

Kimber Gabryszak said it's not in our code to require it only in the backyard; it's more of a recommendation. Keep in mind when looking at this project we are trying to make it better and in order to help keep an open feel that they only have those fences at the rear of the home, but it's not a absolute code requirement.

Hayden Williamson understands the developers side of needing to fence in dogs etc. He asked how large the yards were between the homes.

Sarah Carroll replied it was 10 feet between buildings.

Peter Evans replied that it's not that they thought 5 foot was not useable but that if they want to push the visual of the more open feel. In this situation they typically install the fences because it's tough once there's landscaping etc.

Sandra Steele suspects' people are going to want to enclose their back yards and they need to make it clear in the wording. She really likes the elevations and thinks it's a creative way to have duplexes. She thinks they don't want to see the same floor plan and same styles together. She would like to see more of a variety. She thinks instead of only 4 floor plans that they could add a couple extra and make sure they don't put the same two together. She is concerned about the apron on the garages, and asked if they were going to put garage openers in, that would mean that people don't need to block the shared driveway while they get out and open the garages.

Peter Evans was fine with that condition and said they were planning on automatic garage doors.

Sandra Steele is concerned that the units with no fenced rear yards still didn't have a space to plant a little private garden.

Peter Evans replied that he felt there may be a way to carve out a little spot. They felt that they wanted the feel of a nice open area when they come into the subdivision.

Sandra Steele said the market would dictate what they needed to do. She asked if we have any concerns with the fire dept.

Sarah Carroll noted that the plans have been amended to include 26' wide drives as indicated by Fire Chief.

Peter Evans noted they had worked with the fire department.

Jeff Cochran appreciated all the reviews from the commissioners. He asked staff again if the fire chief had reviewed it.

Sarah Carroll responded that yes they had reviewed it and it had met code at the time it was originally recorded.

Jeff Cochran notes that they are all trying to make it a better product and there are probably things that need to be done. He is worried about the garage pad, and where things get into a garage like a lawn mower and pretty soon people have to park on the street. He thinks it's hard to enforce on a night to night basis.

Peter Evans thought there were 3 things about that concern. One is what is currently improved; the garage is right on the shared driveway. Two, the number of people sharing this driveway is 21% less, so if they do come home and the lawnmower is left in the middle of the garage there is a greater chance that there would be a guest spot open. Third, what he said earlier about having the proper enforcements set up front and everyone knows the rules that the problem goes away.

Jeff Cochran asked staff about the 20 lots that aren't fenced. He also asked about setbacks.

Sarah Carroll said in this particular location they have to have 5.04 acres open space. Staff talked to them about how the property would feel, open or closed. They wanted to create openness. There is quite a bit of slope, this allows places for a trail but in some locations they cannot alter the driveway locations. So this was the best place to open it up. On the setbacks, because it is a PUD it encourages clustering of units. A lot of the phases will need variations. In a standard R3 neighborhood the lot size is 10000 ft. and this is quite a bit different because of the PUD overlay.

Jeff Cochran reviewed the discussion; needing to meet HOA requirements, fencing interior/not interior, parking, floor plans, and garage door openers.

Motion by Hay en Wi iam on t at t e P annin Commi ion re ommen approva to t e City Co n i o t e Vi a e at Fo Ho o Nei bor oo 2 (T e Cotta e at Fo Ho o) P at Amen ment an re e te variation o ate a on Wi o Cree Drive an Re Pine Drive ba e on t e in in an on ition i te in t e ta report. Wit a o p e variation to n mber 11 to pe i y t at en in not be a o e on i e yar bet een ome t at t ey meet t e HOA re irement t at t ey in ta a tomati ara e oor opener . Se on e by Kara Nort . Aye: San ra Stee e Hay en Wi iam on e rey Co ran Kir Wi in Kara Nort . Motion pa e nanimo y.

Sarah Carroll asked for the Commissioners to discuss the HOA request that the homes not face Village Parkway and that a fence be placed along the right of way.

Hayden Williamson remembered another change, to address the change in landscaping that was also an HOA requirement.

Sandra Steele said they didn't really discuss the pros and cons of condition #9 and they should consider that.

Kara North was fine with that condition.

Kirk Wilkins was fine with that condition.

Jeff Cochran was fine with that condition.

Hayden Williamson wanted to be clear that it is that the homes along Village Parkway face away from the parkway.

Jeff Cochran asked if they could make a condition that they work it out.

Sarah Carroll said they would need to delete the condition if that was the case.

Sandra Steele did not want to see the long expanse of fencing along that collector street. Where would access be if they followed staff recommendations?

Sarah Carroll said off of the driveway. It's a side loaded home.

Sandra Steele would go along with staff recommendation there.

Hayden Williamson asked what the builders thoughts were on the home fronts.

Peter Evans, the thought on putting the fronts to the Parkway was just to make it look more open and nice. He doesn't know if there would be preference to front or not but it would create a nicer elevation coming down the parkway to look at the front of the house instead of the side. But it would only be

along part of the parkway some would naturally be siding along the parkway. If the preference is to have those sides on village parkway and put a fence along there they are willing to do that.

Hayden Williamson would be in favor of striking condition 9.

Motion by Hay en Wi iam on to amen t e previo motion to in e a on ition t at a o t e b i er to mo i y t e an ape p an it i erent pe ie o tree an tri in on ition rom t e on ition . Se on Kara Nort . Aye: Hay en Wi iam on e rey Co ran Kir Wi in Kara Nort . Nay: San ra Stee e. Motion pa e 4 1.

the Villages at Saratoga Springs

Sarah Carroll
Senior Planner
City of Saratoga Springs

September 18, 2014

Dear Sarah,

Having reviewed preliminary renderings submitted by Flagship Homes for Neighborhood 2 (Cottages at Fox Hollow), the Board of the Villages at Saratoga Springs Home Owners' Association would like to submit this letter for the record.

The renderings submitted were reviewed by the Architectural Review Committee as thoroughly as possible. On the surface, the homes appear to be in line with the general architectural theme of the community. Please note that the builder will be required to submit a formal application, accompanied by a review fee, to ARC for each home prior to actual construction. The builder will be required to abide by the rules and regulations spelled out in the Master Development Agreement, CC&Rs, and other governing documents.

Please note that the Cottages at Fox Hollow will be recorded as a sub-association, and will be subject to their own, as well as Master CC&Rs. The HOA's attorney has recently reviewed the proposed Declaration and Bylaws for the Cottages at Fox Hollow, and any necessary changes will be communicated to the attorney representing Flagship Homes.

We look forward to working with Flagship Homes. We are enthusiastic and supportive of their initiative to replat Neighborhood 2 from 250 duplexes to approximately 200 detached single-family homes. We believe that such change will increase the appeal of our community, and will benefit the current as well as future homeowners in our area.

Sincerely,

Tanya Parker

Tanya Parker | Vice-President
Email vp@villageshoa.org | www.VillagesHOA.org

the Villages at Saratoga Springs

Sarah Carroll
Senior Planner
City of Saratoga Springs

October 10, 2014

Dear Sarah,

This letter is to inform you that the two variances Flagship Homes have requested for Neighborhood 2 have been approved by the Villages at Saratoga Springs HOA Architectural Review Committee. Please see the attached documentation.

The first variance pertained to the acceptable length of the driveways in Neighborhood 2. It is our opinion that since the 140' shared access is a private drive exclusively for the homes, it is more of a driveway than a street. Therefore, a shared and common driveway would meet the minimum 20' driveway requirement necessary for a detached structure.

The second variance pertained to the acceptable setbacks for the single family detached homes in Neighborhood 2. ARC felt that the requested setbacks of 7' front, 5' side, and 10' back were acceptable for this particular project.

Please note that the ARC is requiring that the homes be staggered in relationship to each other to create a break in the elevations, and avoid the feeling of an industrial compound. As stated in previous communication, the builder will be required to submit a formal application, accompanied by a review fee, to ARC for each home prior to actual construction. The builder will be required to abide by the rules and regulations spelled out in the Master Development Agreement, CC&Rs, and other governing documents.

In order to promote the desirability and attractiveness of the neighborhood, we strongly suggest that a second playground along with a couple of park benches be added to the development. To suit the needs of children of all ages, one of the playgrounds can be geared to younger kids (ages 5 and under), while the other could be a school-age playground (ages 5-12). We would also like to see that the amenities for this neighborhood be included in the earlier phases of the development (phases 2 and 4 at the latest).

Sincerely,

Tanya Parker

Tanya Parker | Vice-President
Email vp@villageshoa.org | www.VillagesHOA.org

the Villages at Saratoga Springs

Architectural Review Committee (ARC)

Variance Request Form

In order for your request to be considered, ALL fields must be completed.

Applicant's Information

Property Owner's First & Last Name (if Builder/Developer, also include Company Name)	Lot # (if known)	Date
Hillcrest Partners, LLC	All lots in Neigh 2	10/9/2014

Property's Street Address	Subdivision
Neighborhood 2	Neighborhood 2

Primary Phone Number	Email Address
801.473.9503	nate@flagshiptoday.com

Variance Request

Please describe the variance that you request the ARC to consider. Please provide justification for the requested variance and any information that would be helpful to the committee for review (attach pictures, documents, or other information as needed):

(1) We are requesting that the HOA interpret the approx. 140' shared driveway as the driveway for the detached product being proposed. The Development Agreement only contemplates this neighborhood as an attached product. The current detached requirement is 20' without a variance the City won't replat this to detached product.

(2) The current development setbacks are for attached product and we are requesting that the setbacks be 7' front, 5' side, 10' rear.

Applicant's Signature

Please sign below before submitting this form:

Return this completed form along with any hard copies of attachments, if applicable, to the ARC Manager: Scott Richardson at 2942 Fox Point Drive, Saratoga Springs, UT 84045.

Name (Print)	Signature	Date
Nate Hutchinson		10/9/2014

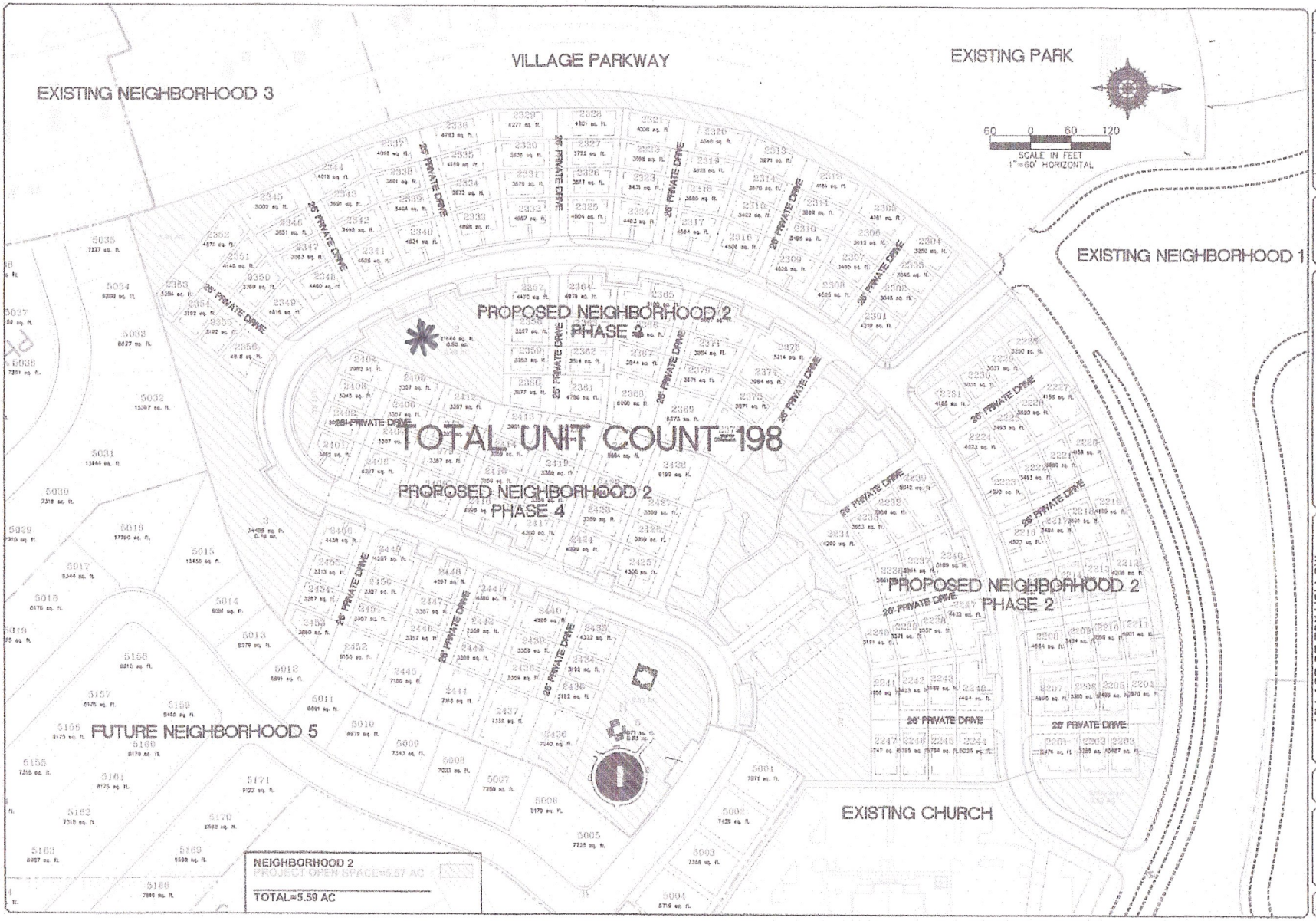
For Office Use ONLY

☐ Form recorded and emailed to Applicant

ARC Notes:	Date Received	
Home elevations must be staggered.	10/09/14	☒ Approved
	Date Reviewed 10/09/14	☐ Not Approved

Name (Print) & Title	Signature	Date
Dana Rock ARC Member		10/09/14
Name (Print) & Title	Signature	Date
Maria Richardson ARC member	Maria Richardson	10/9/14

Revised: 4/24/2013



GATEWAY CONSULTING, Inc.
CIVIL ENGINEERING · CONSULTING · LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 2
FLAGSHIP HOMES

OPEN SPACE EXHIBIT

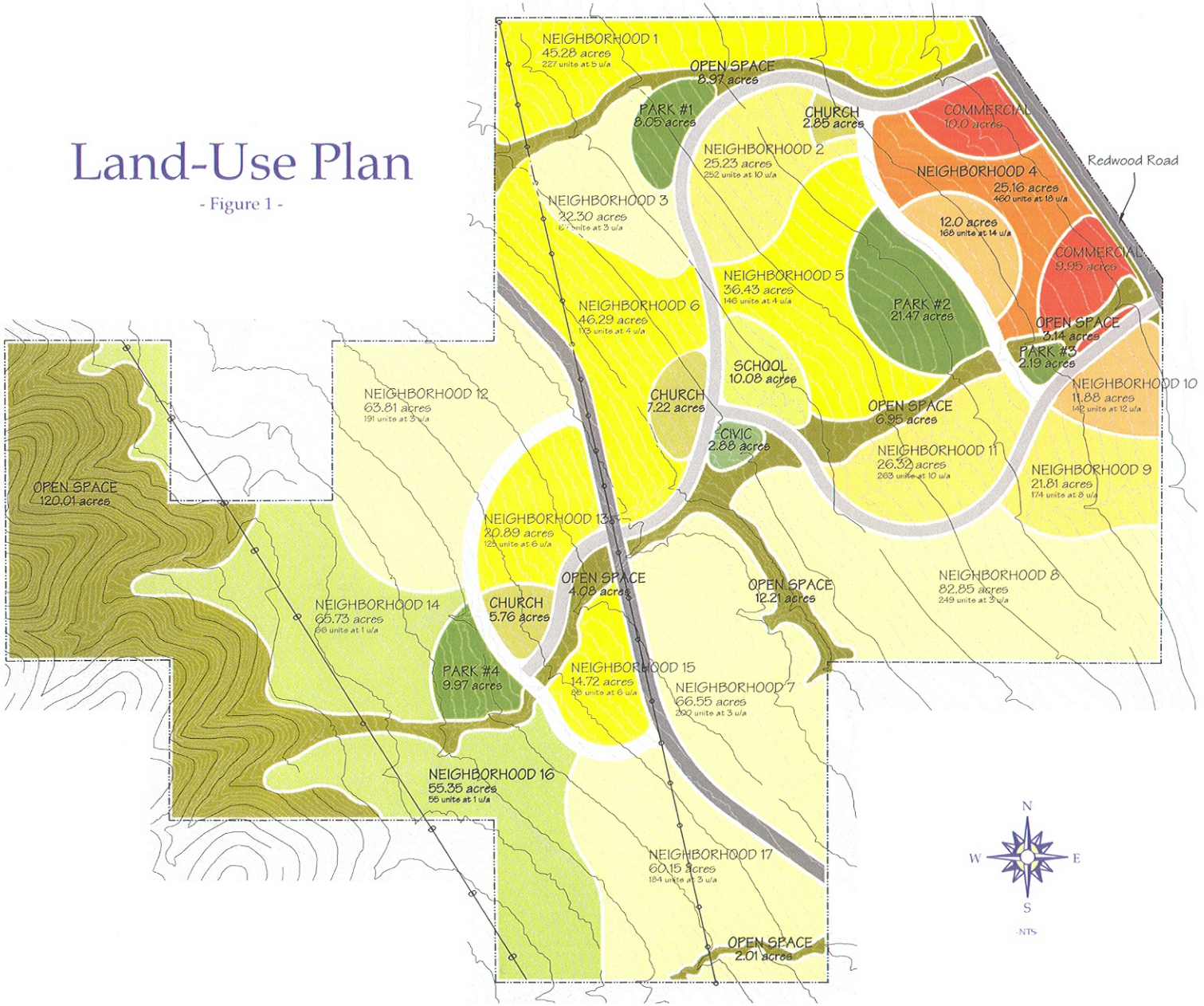
PLOT DATE: 10-8-14

SARATOGA SPRINGS
CITY

SHEET NO. B

Land-Use Plan

- Figure 1 -



The Villages at Saratoga Springs

The Villages at Saratoga Springs has been planned following a New Urbanist model of community design in order to create an attractive, livable environment. Particular emphasis has been placed on the following ideals: 1. open space integration, 2. the inclusion of a diverse range of housing types, 3. the de-emphasis of the automobile through architecture and community design, 4. the mixture of land-uses and 5. the creation of focal points and true gathering places. It is expected that The Villages at Saratoga Springs will become a valued asset for the Town of Saratoga Springs providing its residents with a true sense of belonging by creating a functional community with a distinct sense of place.

Land-Use Inventory

854.82 acres for residential developement
24.68 acres for commercial space
15.83 acres for religious institutions
10.08 acres for school site
2.88 acres for civic institution
195.91 acres preserved as regional open space parks, preserves and corridors (18.2 % of the total area)
1076.67 acres in The Villages at Saratoga Springs
3230 homes in The Villages at Saratoga Springs

Land-Use Table

- regional open space - parks
- regional open space - corridors and preserves
- schools
- civic sites
- churches
- low density residential - 1, 1 unit per acre
- low density residential - 2, 2 to 3 units per acre
- medium density residential - 1, 4 to 6 units per acre
- medium density residential - 2, 8 to 10 units per acre
- high density residential - 1, 12 to 14 units per acre
- high density residential - 2, 18-20 units per acre
- commercial
- arterial roadways - 120 ft. right-of-way
- major collector roads - 95 ft. right-of-way
- minor (neighborhood) collector roads - 74 ft. right-of-way

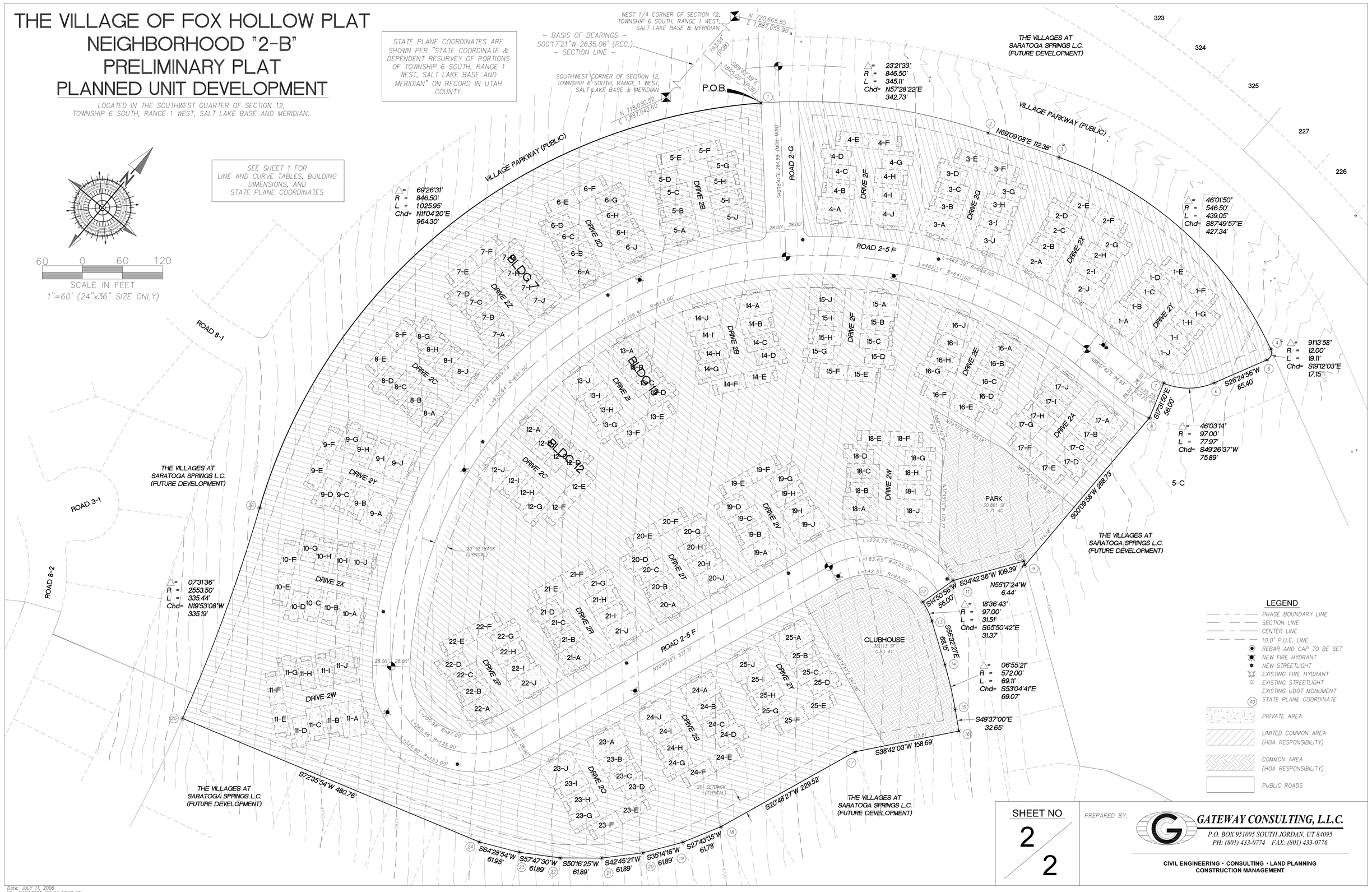
2006 SITE PLAN

THE VILLAGE OF FOX HOLLOW PLAT
NEIGHBORHOOD "2-B"
PRELIMINARY PLAT
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

STATE PLANE COORDINATES ARE SHOWN PER "STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN" ON RECORD IN UTAH COUNTY.

SEE SHEET 1 FOR LINE AND CURVE TABLES, BUILDING DIMENSIONS, AND STATE PLANE COORDINATES



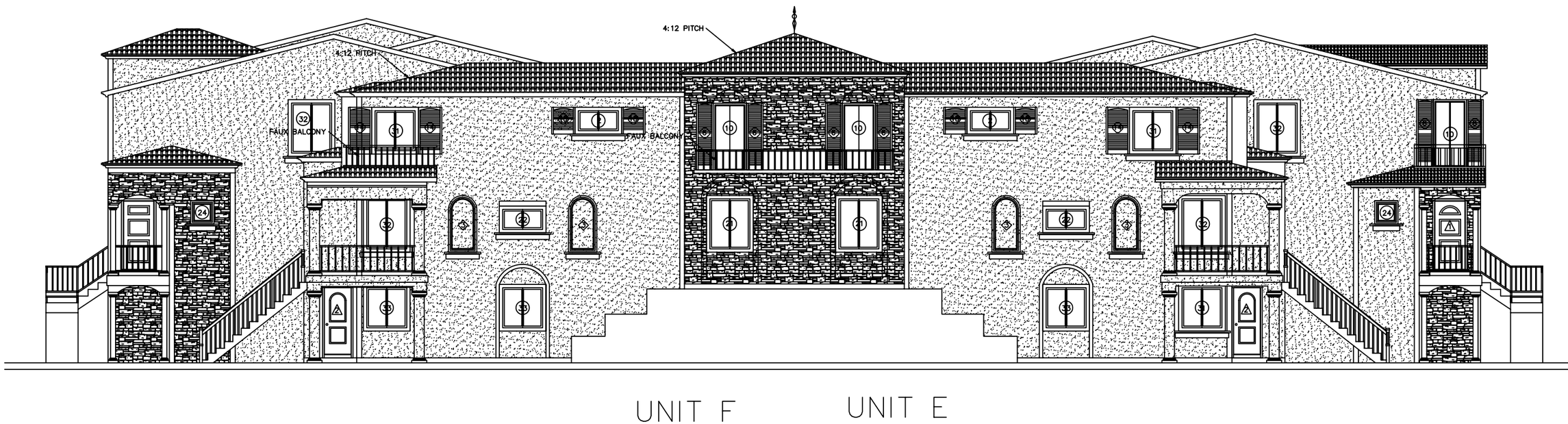
SHEET NO 2 / 2

PREPARED BY:

GATEWAY CONSULTING, L.L.C.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 433-0774 FAX: (801) 433-0776
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

Date: JULY 11, 2006
File: SARATOGA_PPLAT NBHD 2B

2009 ELEVATIONS



FRONT ELEVATION

GRAPHIC SCALE

0 1' 2' 4' 8' 16'

SCALE: 1/8" = 1' WHEN PRINTED FULL SIZE ON 11"x17" SHEET

SHOULD A DISCREPANCY ARISE, ON PLANS, DETAILS OR SPECIFICATIONS THE MASTER PLANS SHALL PREVAIL. PLANS SUBJECT TO CHANGE WITHOUT NOTICE.

12894 S. Pony Express Rd.
Suite 300
Draper, UT 84020
Office: 801-523-7370
Fax: 801-523-7375

TUSCANY HOMES

JOB NUMBER -

SQ. FT *

ELEVATION *

PLAN 2 STOREY PLAN

HOME OWNER *

SUB-DIVISION *

LOT NUMBER *

ADDRESS *

REAR ELEVATION

DRAWN BY J. HOWE

FILE *

FILE DATE April 23,2009

MASTER FILE NAME 2-Plex v01.dwg

SHEET NUMBER 1.2

2009 ELEVATIONS

SHOULD A DISCREPANCY ARISE, ON PLANS, DETAILS OR SPECIFICATIONS THE MASTER PLANS SHALL PREVAIL. PLANS SUBJECT TO CHANGE WITHOUT NOTICE.

LEFT SIDE ELEVATION

TUSCANY HOMES

12894 S. Pony Express Rd.
Suite 300
Draper, UT 84020

Office: 801-523-7370
Fax: 801-523-7375

JOB NUMBER	-
SQ FT	*
ELEVATION	*
PLAN	2 STOREY PLAN
HOME OWNER	*
LOT NUMBER	*
SUB-DIVISION	*
ADDRESS	*

SIDE ELEVATION

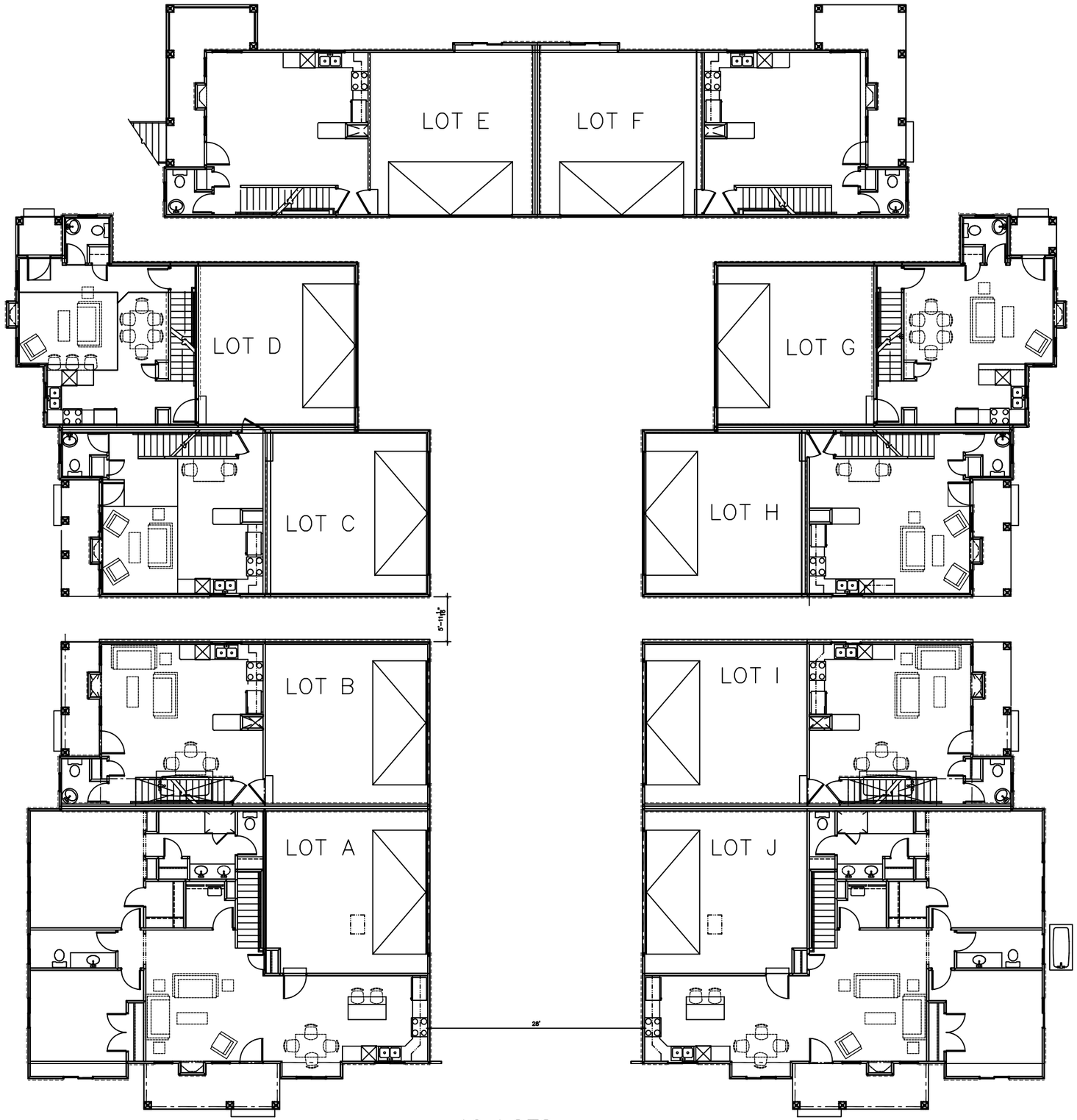
DRAWN BY	J. HOWE
FILE	*
FILE DATE	April 23,2009
MASTER FILE NAME	2-Plex v01.dwg
SHEET NUMBER	1.4

GRAPHIC SCALE

0 1' 2' 4' 8' 16'

SCALE: 1/8" = 1' WHEN PRINTED FULL SIZE ON 11"x17" SHEET

2009 ELEVATIONS



10 LOTS

GRAPHIC SCALE

0 1' 2' 4' 8' 16'

SCALE: 1/8" = 1' WHEN PRINTED FULL SIZE ON 11"x17" SHEET

SHOULD A DISCREPANCY ARISE, ON PLANS, DETAILS OR SPECIFICATIONS THE MASTER PLANS SHALL PREVAIL. PLANS SUBJECT TO CHANGE WITHOUT NOTICE.

12894 S. Pony Express Rd.
Suite 300
Draper, UT 84020
Office: 801-523-7370
Fax: 801-523-7375

TUSCANY HOMES

JOB NUMBER	-
SQ FT	*
ELEVATION	*
LOT NUMBER	*
PLAN	2 STOREY PLAN
HOME OWNER	*
SUB-DIVISION	*
ADDRESS	*

BASEMENT PLAN

DRAWN BY	J. HOWE
FILE	*
FILE DATE	April 23,2009
MASTER FILE NAME	2-Plex v01.dwg
SHEET NUMBER	2.1

2009 ELEVATIONS

SHOULD A DISCREPANCY ARISE, ON PLANS, DETAILS OR SPECIFICATIONS THE MASTER PLANS SHALL PREVAIL. PLANS SUBJECT TO CHANGE WITHOUT NOTICE.

RIGHT SIDE ELEVATION

GRAPHIC SCALE

0 1' 2' 4' 8' 16'

SCALE: 1/8" = 1' WHEN PRINTED FULL SIZE ON 11"x17" SHEET

12894 S. Pony Express Rd.
Suite 300
Draper, UT 84020
Office: 801-523-7370
Fax: 801-523-7375

TUSCANY HOMES

JOB NUMBER	-
SQ FT	*
ELEVATION	*
PLAN	2 STOREY PLAN
HOME OWNER	*
SUB-DIVISION	*
LOT NUMBER	*
ADDRESS	*

SIDE ELEVATION

DRAWN BY	J. HOWE
FILE	*
FILE DATE	April 23,2009
MASTER FILE NAME	2-Plex v01.dwg
SHEET NUMBER	1.3

2009 ELEVATIONS

SHOULD A DISCREPANCY ARISE, ON PLANS, DETAILS OR SPECIFICATIONS THE MASTER PLANS SHALL PREVAIL. PLANS SUBJECT TO CHANGE WITHOUT NOTICE.

REAR ELEVATION

TUSCANY HOMES

12894 S. Pony Express Rd.
Suite 300
Draper, UT 84020

Office: 801-523-7370
Fax: 801-523-7375

JOB NUMBER	-
SQ. FT	*
ELEVATION	*
PLAN	2 STOREY PLAN
HOME OWNER	*
LOT NUMBER	*
SUB-DIVISION	*
ADDRESS	*

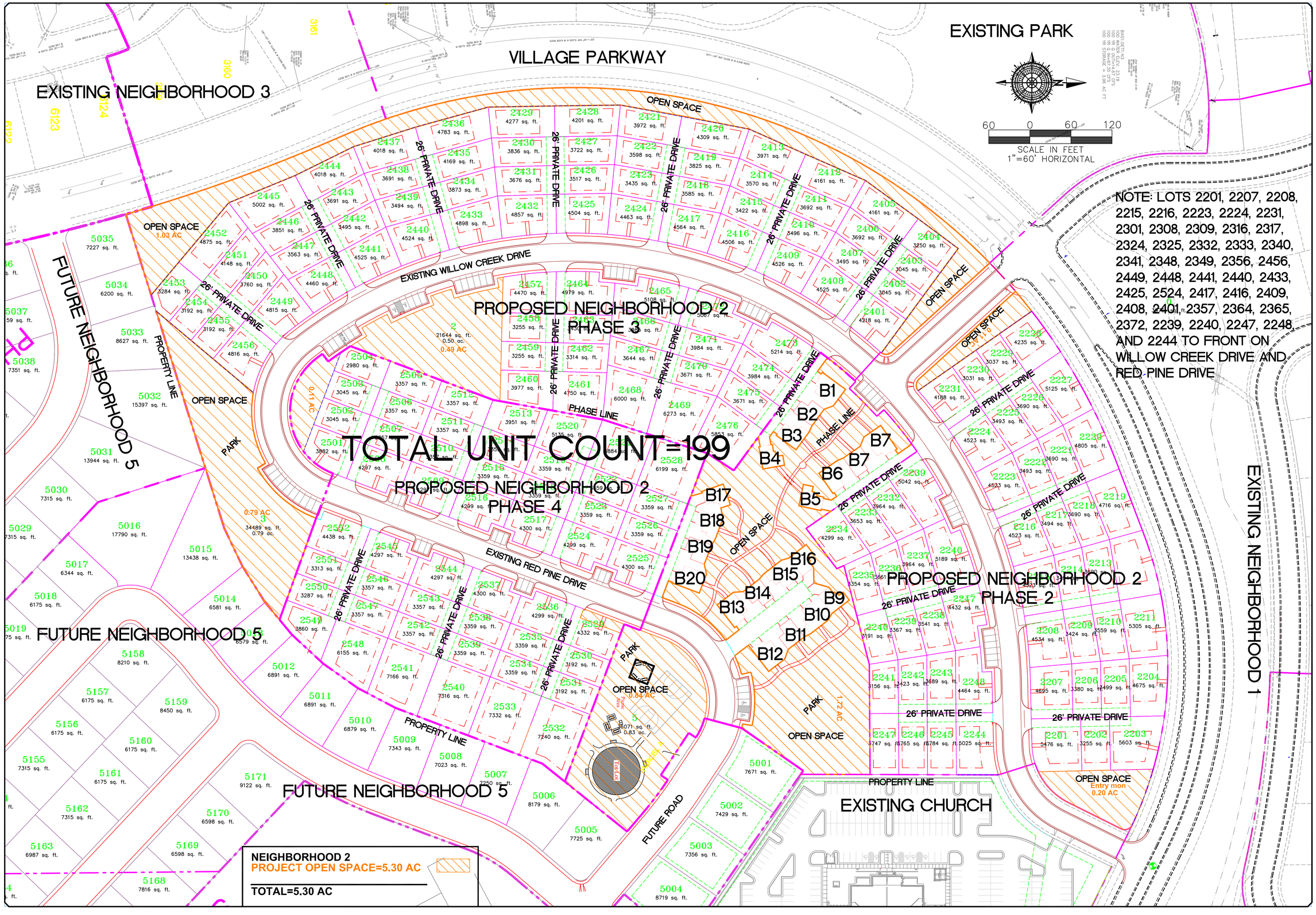
FRONT ELEVATION

DRAWN BY	J. HOWE
FILE	*
FILE DATE	April 23,2009
MASTER FILE NAME	2-Plex v01.dwg
SHEET NUMBER	1.1

GRAPHIC SCALE

0 1' 2' 4' 8' 16'

SCALE: 1/8" = 1' WHEN PRINTED FULL SIZE ON 11"x17" SHEET



NOTE: LOTS 2201, 2207, 2208, 2215, 2216, 2223, 2224, 2231, 2301, 2308, 2309, 2316, 2317, 2324, 2325, 2332, 2333, 2340, 2341, 2348, 2349, 2356, 2456, 2449, 2448, 2441, 2440, 2433, 2425, 2524, 2417, 2416, 2409, 2408, 2401, 2357, 2364, 2365, 2372, 2239, 2240, 2247, 2248, AND 2244 TO FRONT ON WILLOW CREEK DRIVE AND RED PINE DRIVE

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 7-1-14
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=60'

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

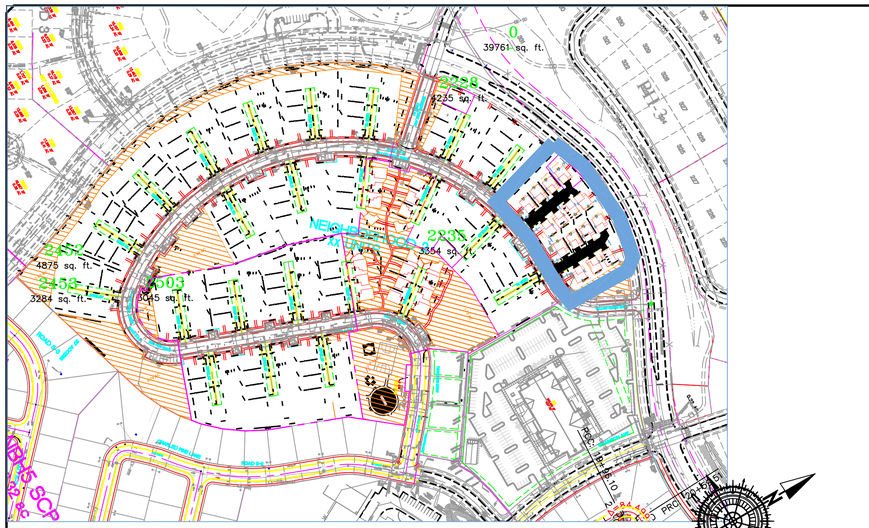
VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 2
FLAGSHIP HOMES
OPEN SPACE EXHIBIT

PLOT DATE: 10-12-14

SARATOGA SPRINGS
CITY

PRELIMINARY
NOT FOR
CONSTRUCTION

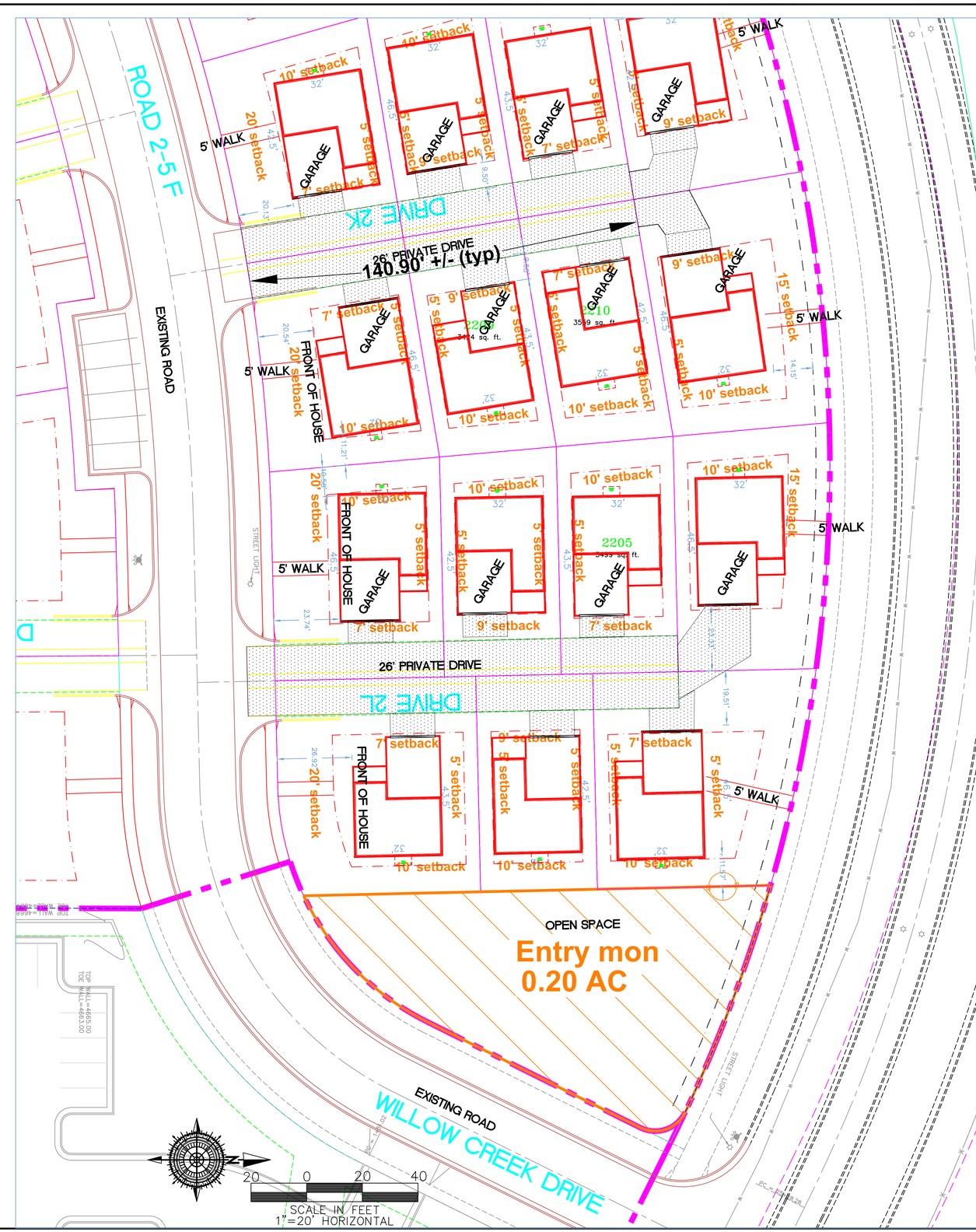
SHEET NO. C



OVERALL MAP

200 0 200 400

SCALE IN FEET
1"=200' HORIZONTAL



20 0 20 40

SCALE IN FEET
1"=20' HORIZONTAL

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 7-1-14
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : N/A

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paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 2
FLAGSHIP HOMES

POD EXHIBIT

PLOT DATE: 10-10-14

SARATOGA SPRINGS
CITY

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET NO. B

Contemporary

flagship homes

A.

B.

C.

D.

RECEIVED SEP 15 2014

Contemporary A

Contemporary B

contemporary C

contemporary D

Utah Traditional

flagship homes

A.

B.

C.

D.

RECEIVED SEP 15 2014

Utah Traditional A

Utah Traditional B

Utah Traditional C

Utah Traditional D

Craftsman

flagship homes

A.

B.

C.

D.

RECEIVED SEP 15 2014

Craftsman A

Craftsman B

Craftsman C

Craftsman D

10 SureStart™ Protection
YEAR
130 Wind Warranty*
MPH
See actual warranty for specific details and limitations.
Made in USA
Shown in Weathered Wood
LANDMARK
Designer Shingles
RECEIVED SEP 15 2014
Birchwood
Burnt Sienna
Georgetown Gray
Heather Blend
Hunter Green
Moire Black
Painted Desert
Resawn Shake
Silver Birch*
Sunrise Cedar
Terra Cotta
Thunderstorm Gray
Weathered Wood
Featured Color:
MOIRE BLACK
Light and dark colors blend for a very natural look.
Ask your contractor about the complete Integrity Roof System™ from CertainTeed

Sage

Cape Cod

Black Moss
Square/Rectangle

stone
Sienna
Dry Stack
stone

Dry Stack
stone

Natural Blend
Tuscan Ridge
stone

stone
Pennsylvania
Weather Ledge
stone

Sienna
Weather Ledge
stone
Ashen
Dry Stack

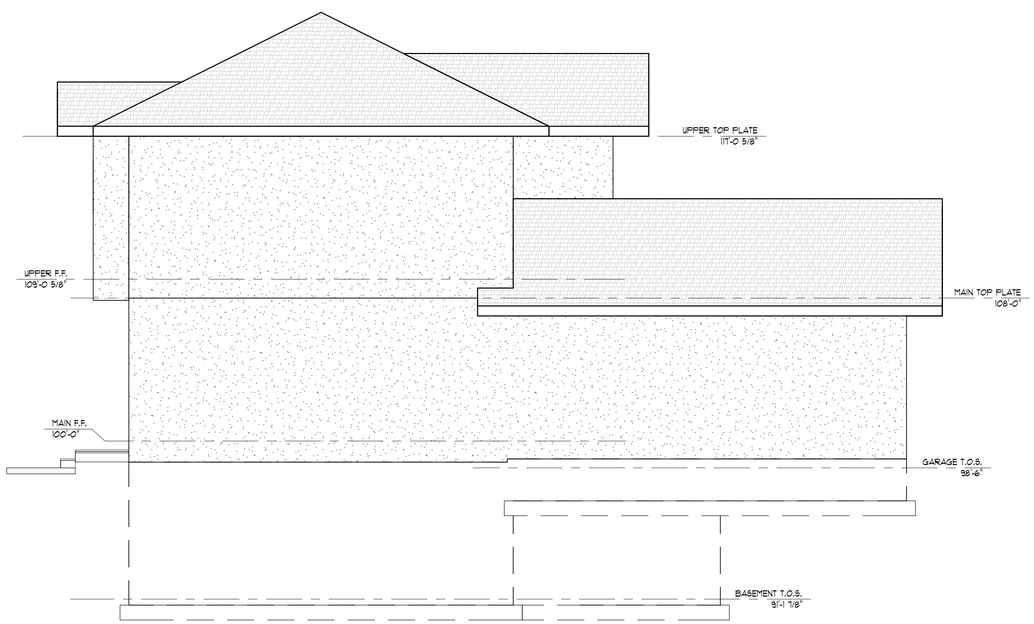
stone
Ashen
Dry Stack
stone
Sagewood

Sagewood
Ledgestone
d
stone

Prestige
Ledgestone
stone
Sienna
Dry Stack

FRONT ELEVATION

SCALE 1/4"=1'-0"



LEFT ELEVATION

SCALE 1/4"=1'-0"

NOTES:

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2. INSPECTION OF THE WEATHER-RESISTIVE BARRIER AND FLASHING IN ORDER TO PREVENT WATER FROM ENTERING THE WEATHER-RESISTANT EXTERIOR WALL ENVELOPE IS REQUIRED. R109.1.5
3. ALL FOOTINGS SHALL BEAR 30" OR 36" MIN. BELOW FINISH GRADE (VERIFY DEPTH WITH LOCAL CODES), BUT NO LESS THAN 12" BELOW NATURAL GRADE.
4. HOUSE DRAINAGE FINAL GRADES TO BE MIN. 6" OF FALL FOR FIRST 10' FROM HOME.

BID SET ONLY
NOT FOR CONSTRUCTION

#	Revision
1	
2	
3	
4	
5	
6	

Drawn By: CWD
Engineered By: ENGINEER
Plan #:
Plan Name:

Notes

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Craig Wall Design, Inc.
7707 S Main Street
Midvale, Utah 84047
(801) 567-8848
email: craig@craigwalldesign.com

EXTERIOR ELEVATIONS

PLAN A

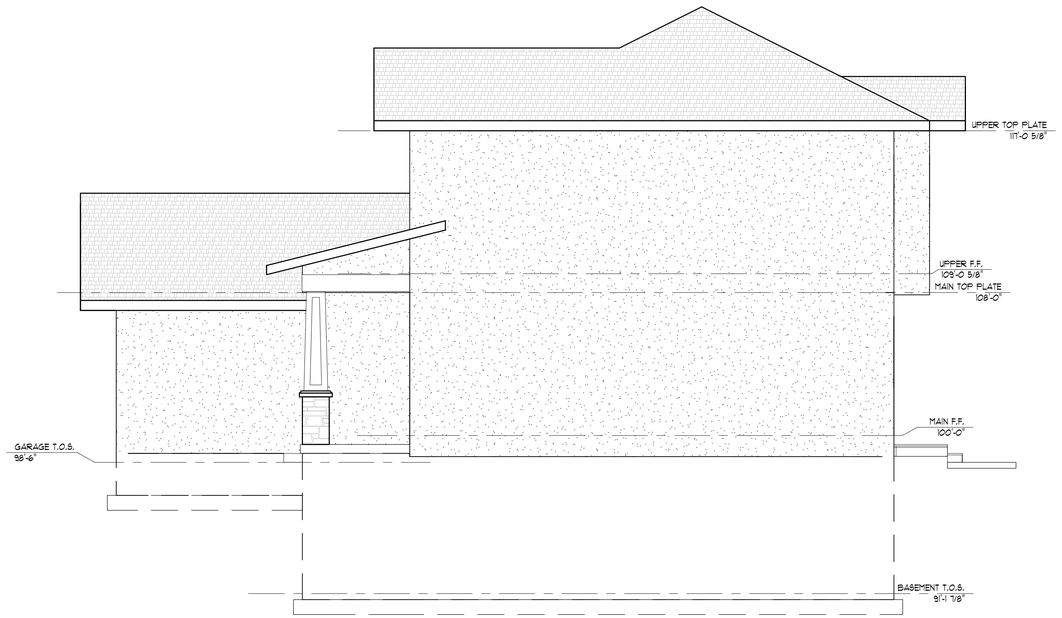
FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

REAR ELEVATION

SCALE 1/4"=1'-0"



RIGHT ELEVATION

SCALE 1/4"=1'-0"

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Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

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Craig Wall Design, Inc.
730 S. Main Street
Moscow, Idaho 83843
(208) 882-8497
email: craig@craigwalldesign.com

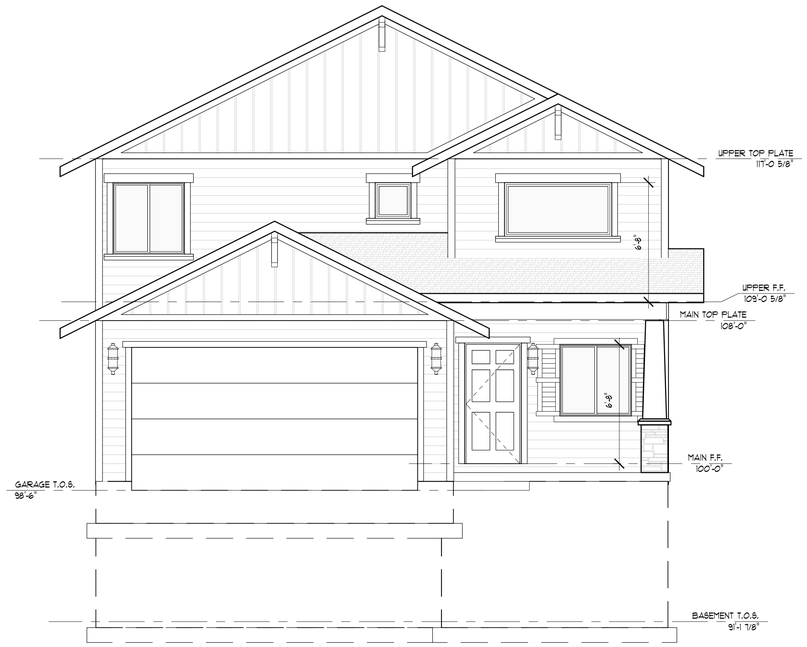
PLAN A

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

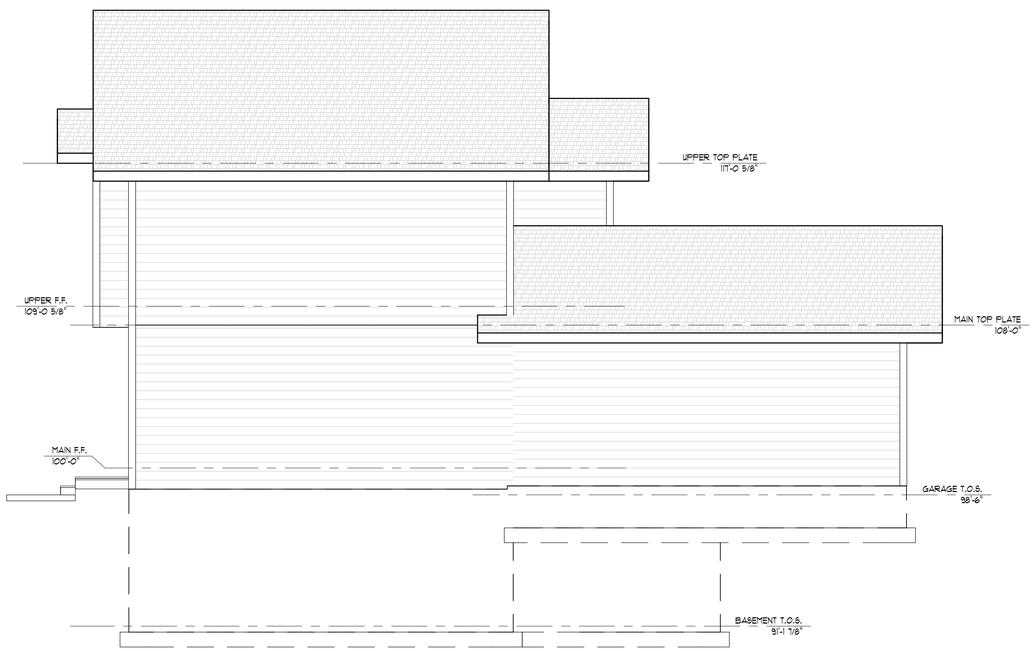
SHEET
A1.1

EXTERIOR ELEVATIONS



FRONT ELEVATION

SCALE 1/4"=1'-0"



LEFT ELEVATION

SCALE 1/4"=1'-0"

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Engineered By: ENGINEER
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Craig Wall Design, Inc.
7707 S Main Street
Midvale, Utah 84047
801.567.8484
email: craig@craigwalldesign.com

EXTERIOR ELEVATIONS

PLAN A

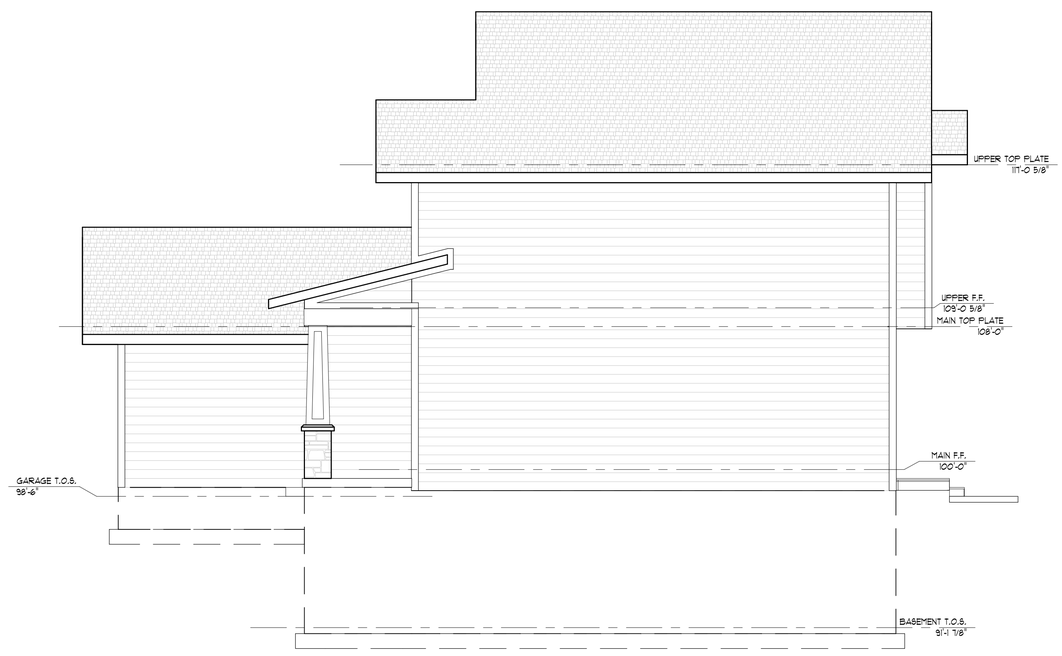
FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

REAR ELEVATION

SCALE 1/4"=1'-0"



RIGHT ELEVATION

SCALE 1/4"=1'-0"

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Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

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Craig Wall Design, Inc.
7707 S Main Street
Moab, Utah 84532
(435) 259-8947
email: craig@craigwalldesign.com

PLAN A

FLAGSHIP HOMES

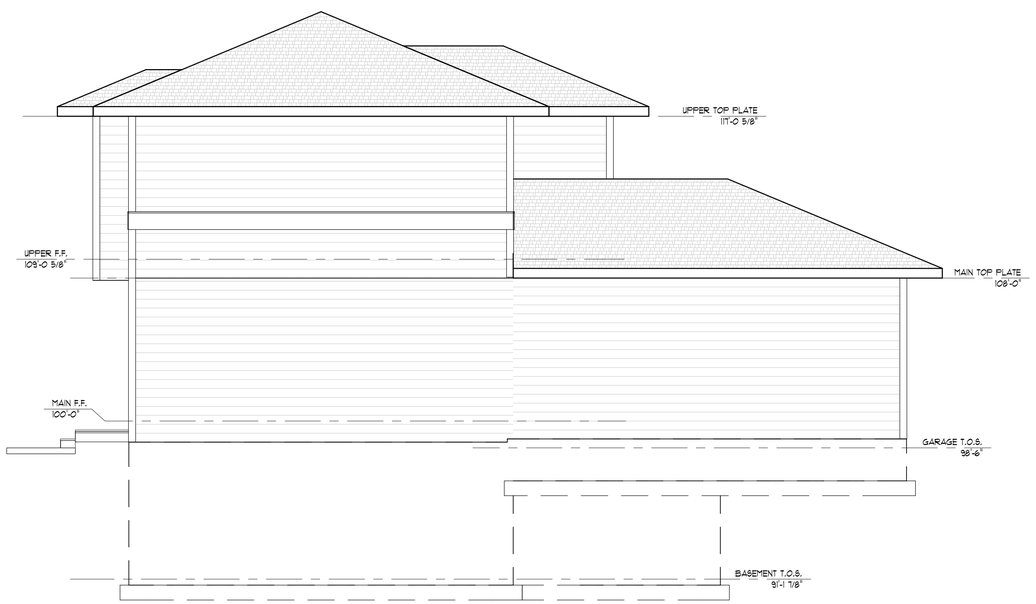
EXTERIOR ELEVATIONS

PRINT DATE
AUG. 6, 2014

SHEET
A1.1

FRONT ELEVATION

SCALE 1/4"=1'-0"



LEFT ELEVATION

SCALE 1/4"=1'-0"

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Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

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Craig Wall Design, Inc.
7707 S Main Street
Mason, Texas 76856
(325) 347-4848
email: craig@craigwalldesign.com

EXTERIOR ELEVATIONS

PLAN A

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

REAR ELEVATION

SCALE 1/4"=1'-0"

RIGHT ELEVATION

SCALE 1/4"=1'-0"

NOTES:

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EXTERIOR ELEVATIONS

Revision	
#	
1	
2	
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Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

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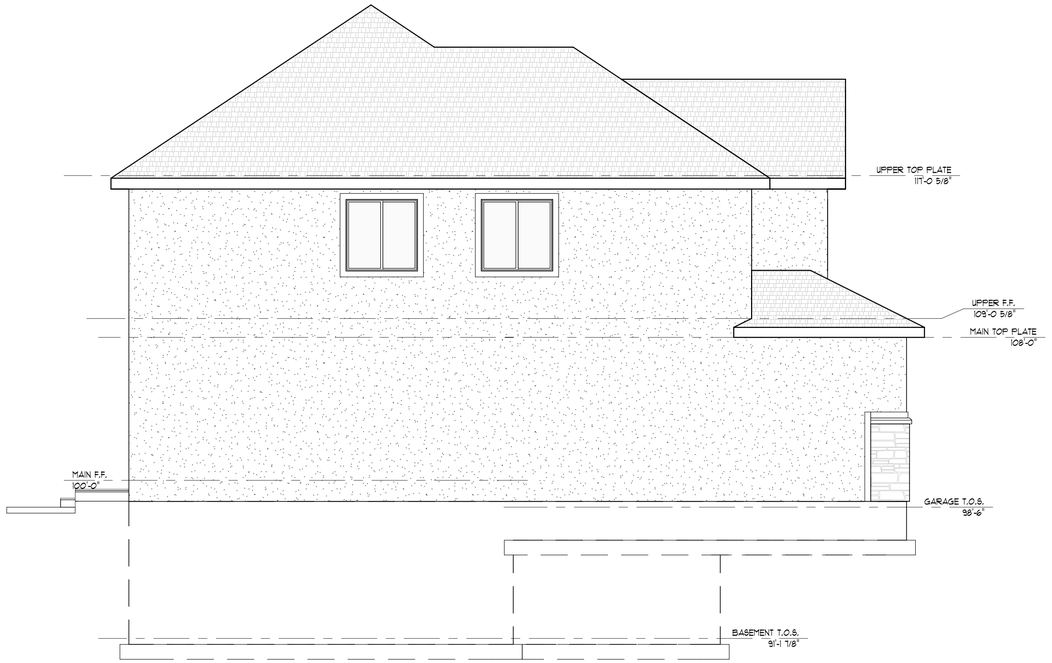
Craig Wall Design, Inc.
737 S. Main Street
Moab, Utah 84497
(435) 259-8497
email: craig@craigwalldesign.com

PLAN A

FLAGSHIP HOMES

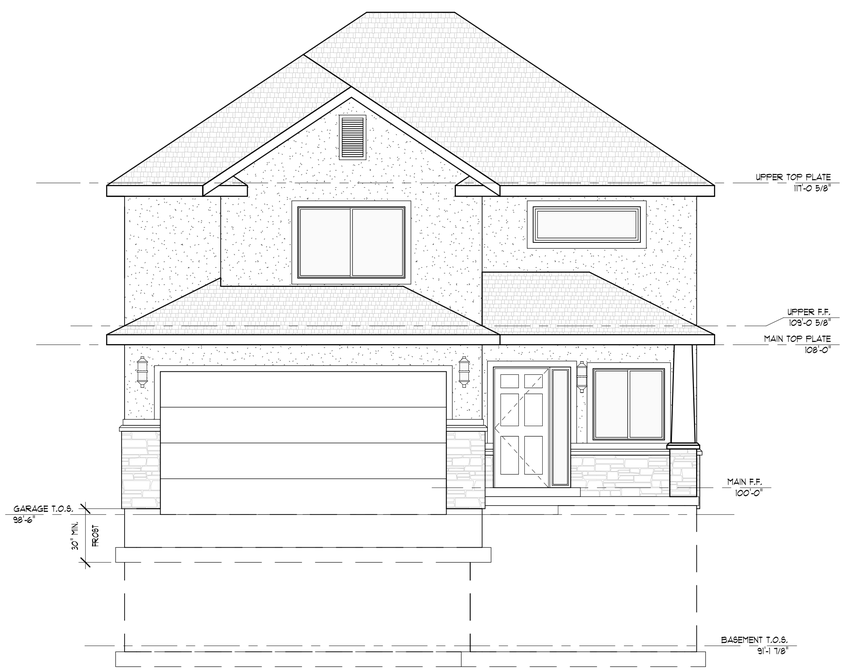
PRINT DATE
AUG. 6, 2014

SHEET
A1.1



LEFT ELEVATION

SCALE 1/4"=1'-0"



FRONT ELEVATION

SCALE 1/4"=1'-0"

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BID SET ONLY
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EXTERIOR ELEVATIONS

Revision	
#	
1	
2	
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Drawn By: CWD
Engineered By: ENGINEER
Plan #:
Plan Name:

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Craig Wall Design, Inc.
7707 S. Main Street
Mesa, Utah 84647
435.678.2450
email: craig@craigwalldesign.com

PLAN B

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

RIGHT ELEVATION

SCALE 1/4"=1'-0"

REAR ELEVATION

SCALE 1/4"=1'-0"

NOTES:

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2	
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Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

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EXTERIOR ELEVATIONS

PLAN B

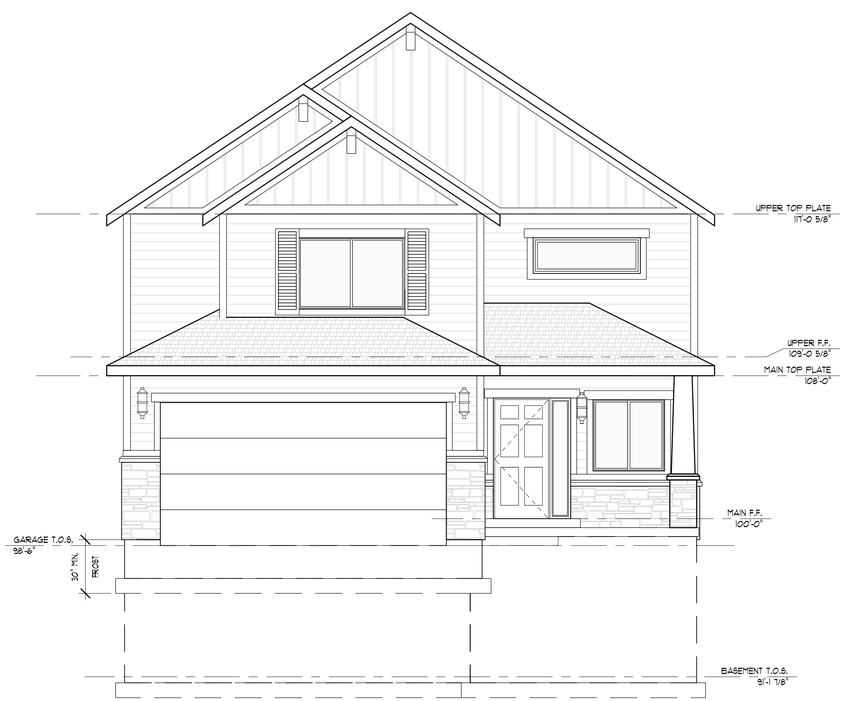
FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.1

LEFT ELEVATION

SCALE 1/4"=1'-0"



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SCALE 1/4"=1'-0"

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EXTERIOR ELEVATIONS

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Drawn By: CWD
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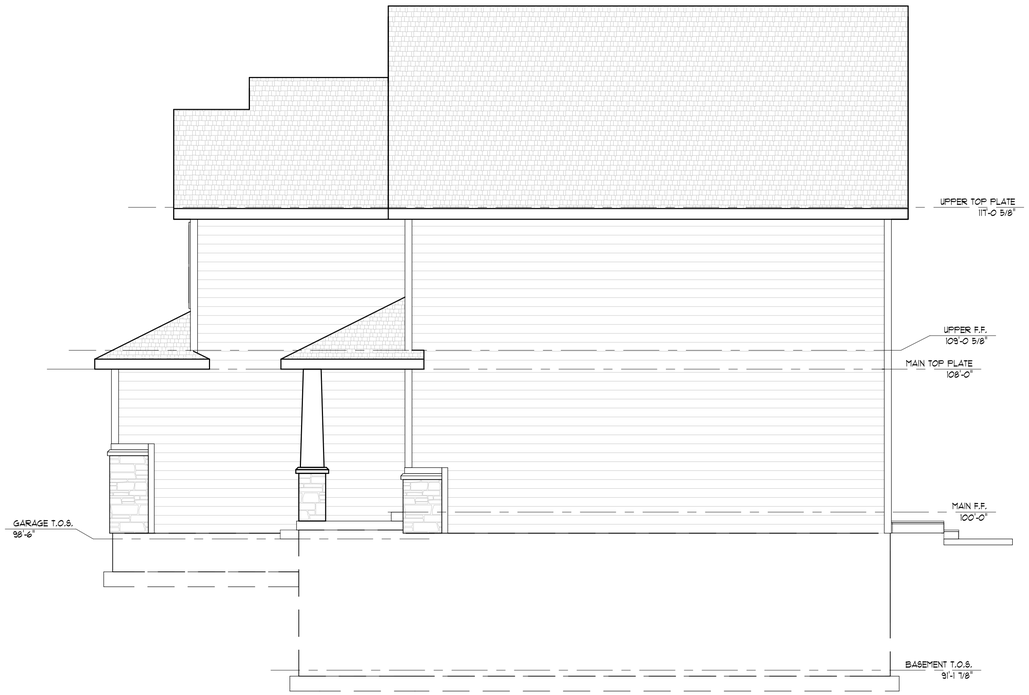
730 S. Main Street
Mount Airy, MD 21771
(301) 829-2457
email: craig@craigwalldesign.com

PLAN B

FLAGSHIP HOMES

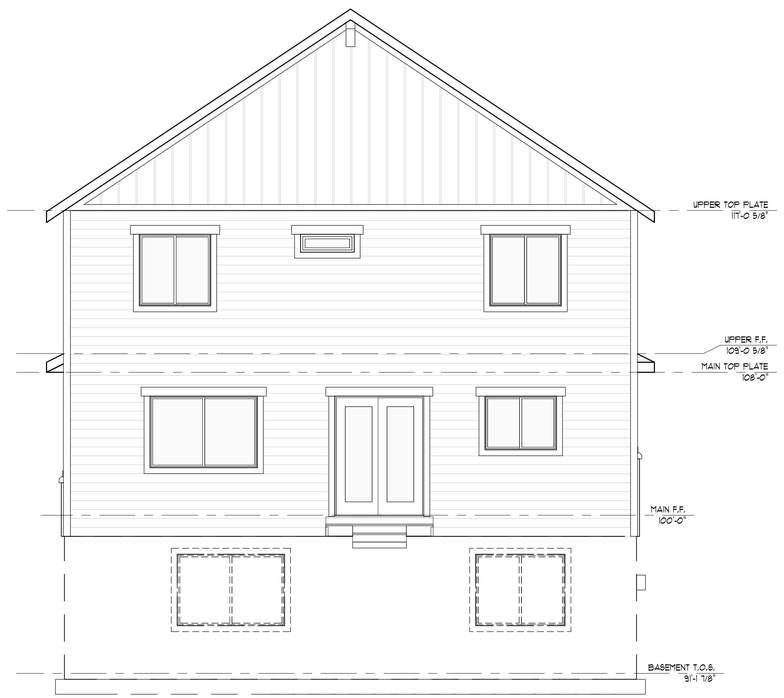
PRINT DATE
AUG. 6, 2014

SHEET
A1.0



RIGHT ELEVATION

SCALE 1/4"=1'-0"



REAR ELEVATION

SCALE 1/4"=1'-0"

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4. HOUSE DRAINAGE FINAL GRADES TO BE MIN. 6" OF FALL FOR FIRST 10' FROM HOME.

BID SET ONLY
NOT FOR CONSTRUCTION

#	Revision
1	
2	
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6	

Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

Each Sub-Contractor Shall Check And Understand All Dimensions, Notes And Other Aspects Of This Project Applicable To Their Trade And Affecting Other Trades Prior To And During Construction.

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(435) 259-8497
email: craig@craigwalldesign.com

PLAN B

FLAGSHIP HOMES

EXTERIOR ELEVATIONS

PRINT DATE
AUG. 6, 2014

SHEET
A1.1

LEFT ELEVATION

SCALE 1/4"=1'-0"

FRONT ELEVATION

SCALE 1/4"=1'-0"

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EXTERIOR ELEVATIONS

PLAN B

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

RIGHT ELEVATION

SCALE 1/4"=1'-0"

REAR ELEVATION

SCALE 1/4"=1'-0"

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PLAN B

FLAGSHIP HOMES

EXTERIOR ELEVATIONS

PRINT DATE
AUG. 6, 2014

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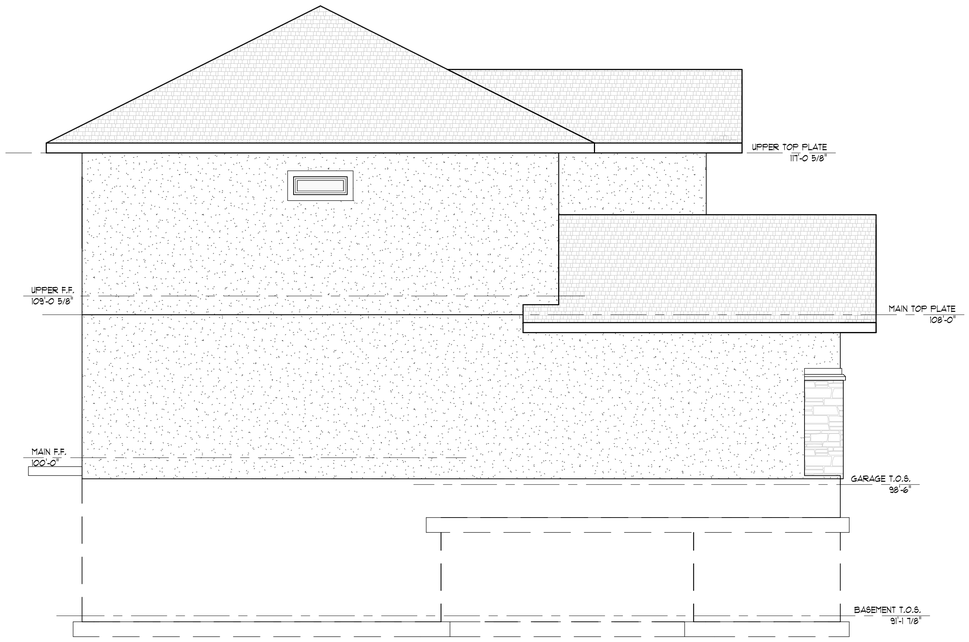
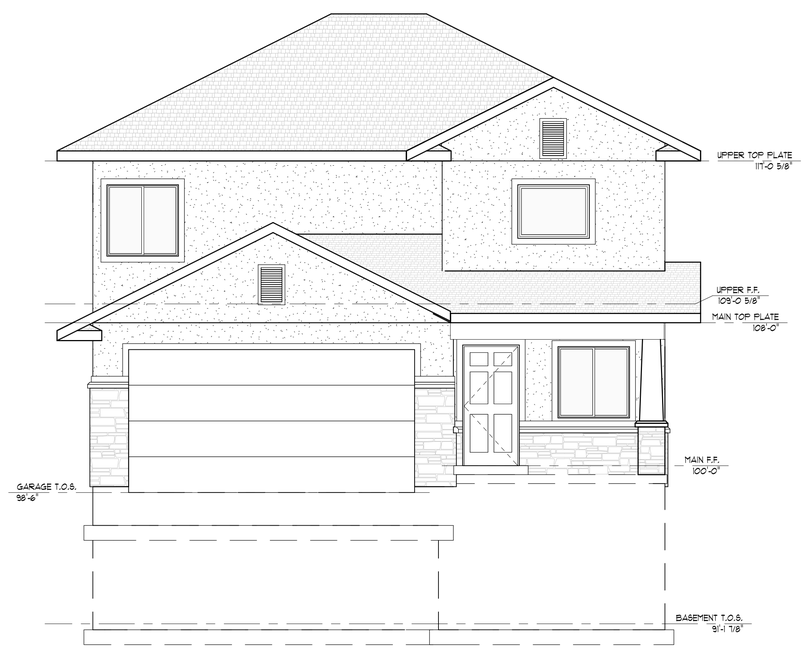


LEFT ELEVATION

SCALE 1/4"=1'-0"



FRONT ELEVATION

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PLAN C

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

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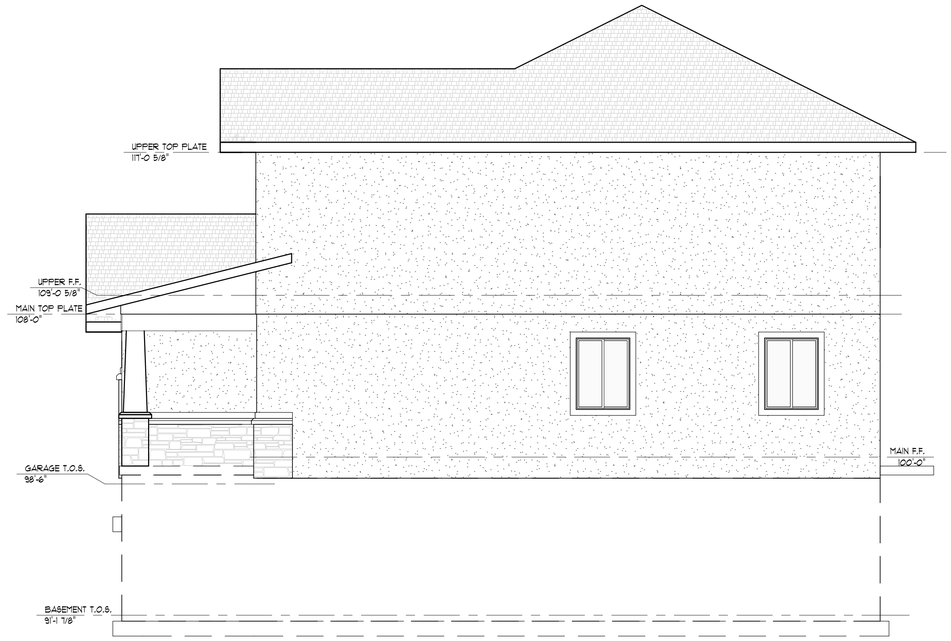
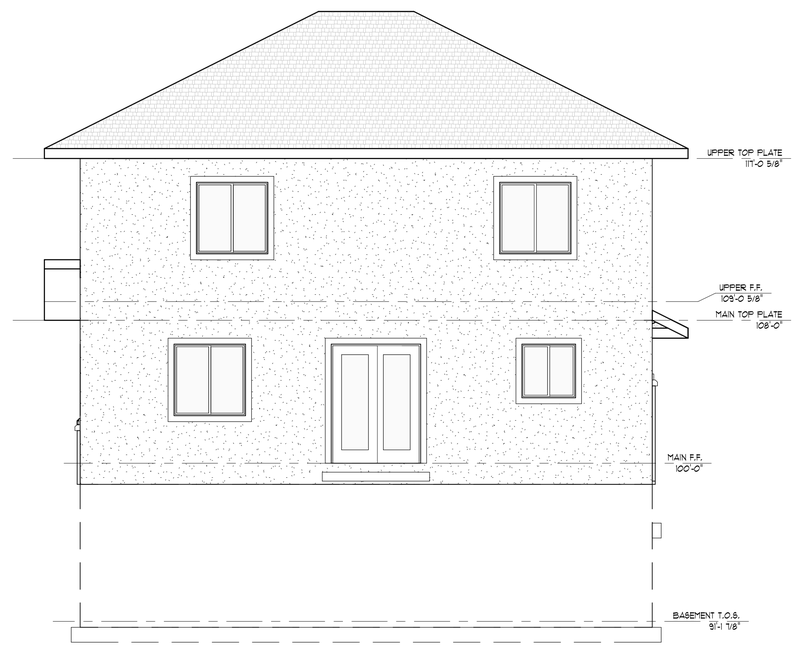
EXTERIOR ELEVATIONS



RIGHT ELEVATION

SCALE 1/4"=1'-0"



REAR ELEVATION

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PLAN C

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AUG. 6, 2014

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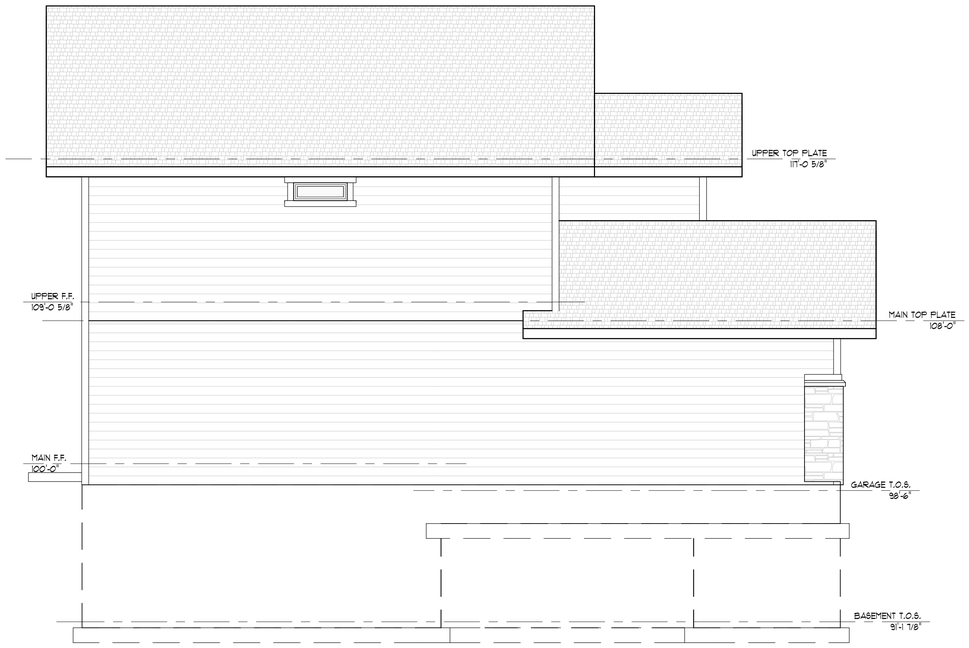
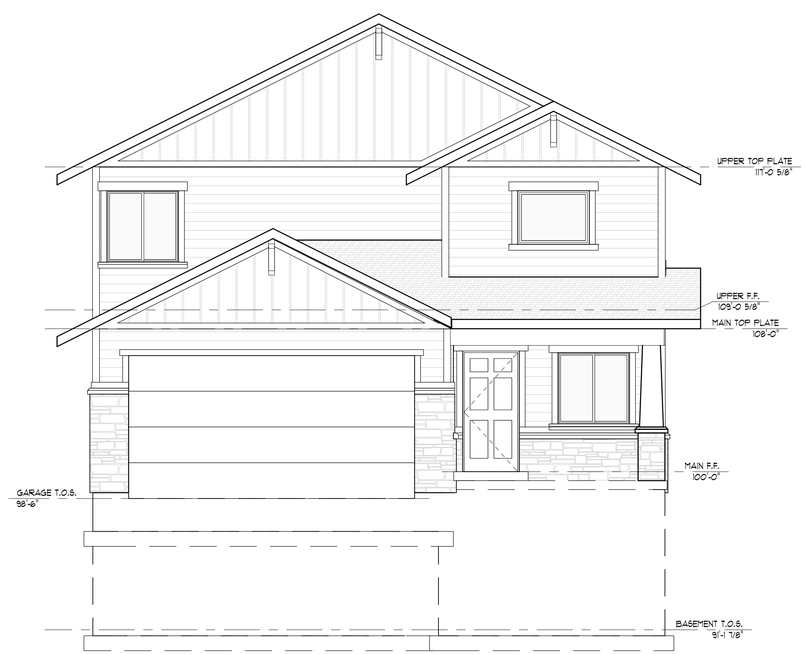
EXTERIOR ELEVATIONS



LEFT ELEVATION

SCALE 1/4"=1'-0"



FRONT ELEVATION

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EXTERIOR ELEVATIONS

PLAN C

FLAGSHIP HOMES

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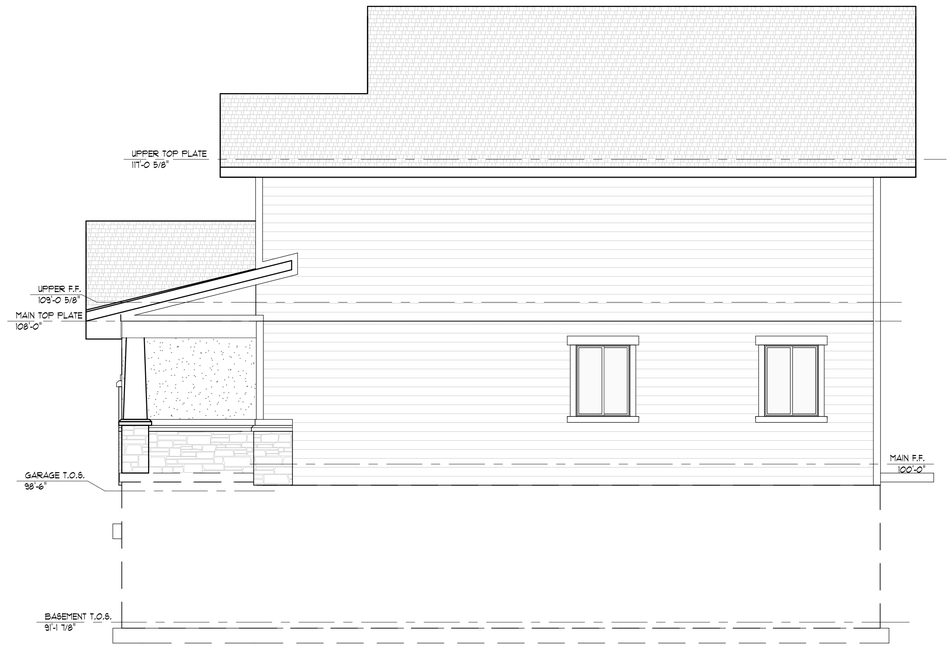

RIGHT ELEVATION

SCALE 1/4"=1'-0"

REAR ELEVATION

SCALE 1/4"=1'-0"

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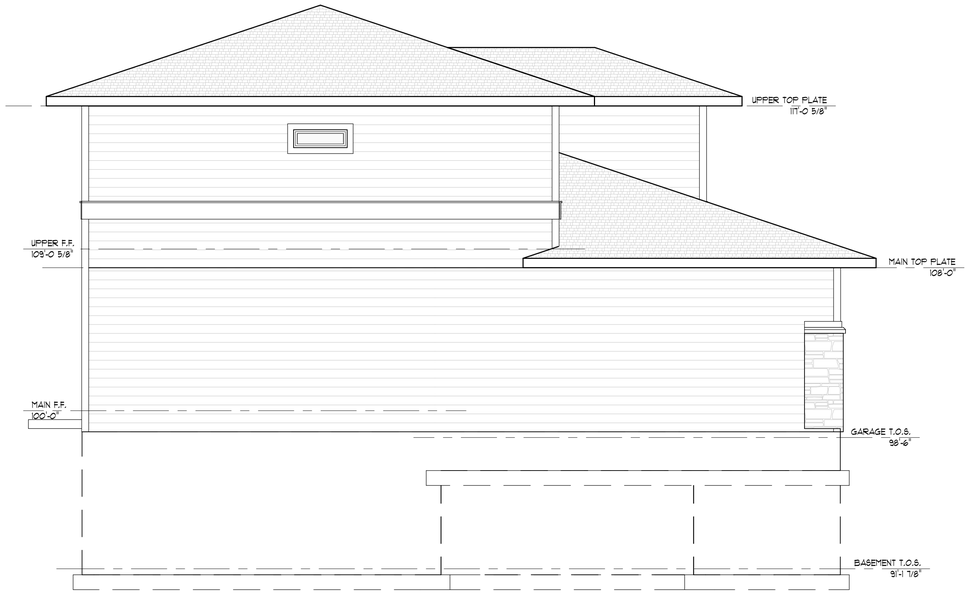
EXTERIOR ELEVATIONS

PLAN C

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.1



LEFT ELEVATION

SCALE 1/4"=1'-0"

FRONT ELEVATION

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EXTERIOR ELEVATIONS

PLAN C

FLAGSHIP HOMES

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RIGHT ELEVATION

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EXTERIOR ELEVATIONS

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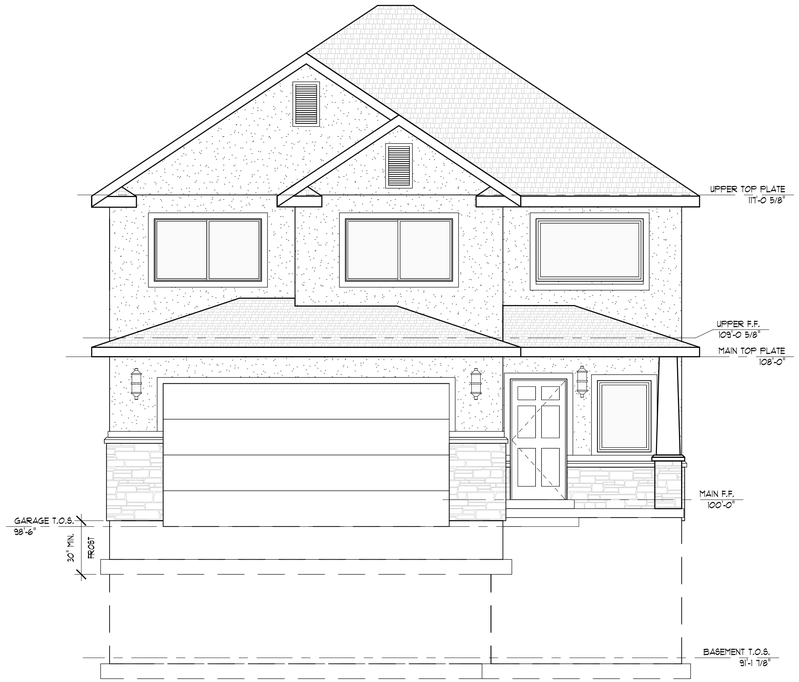

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PLAND

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EXTERIOR ELEVATIONS

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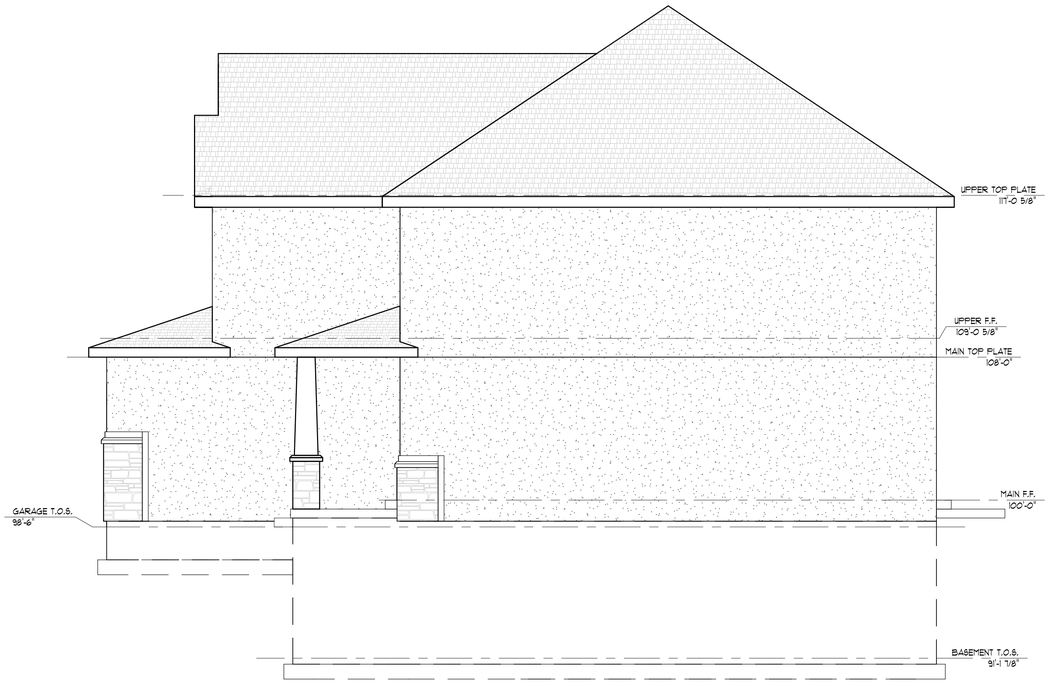

RIGHT ELEVATION

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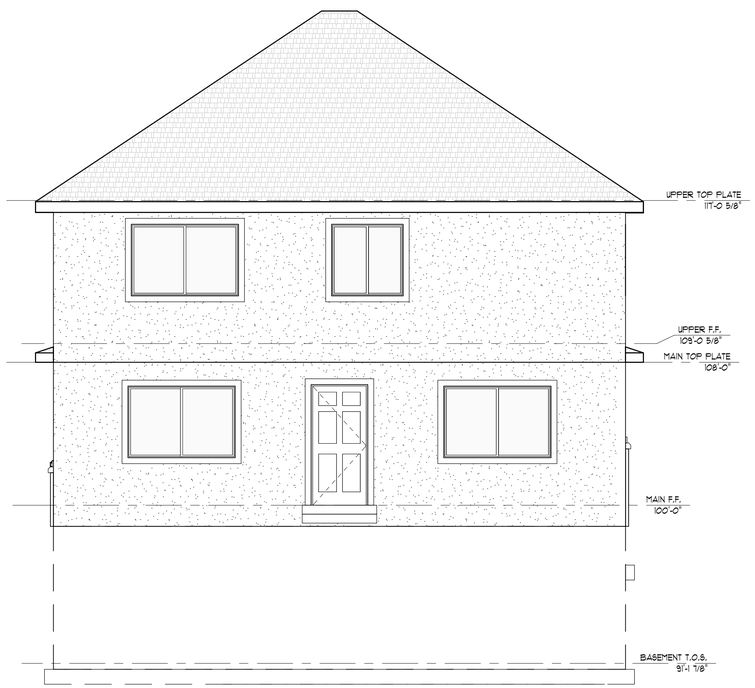

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EXTERIOR ELEVATIONS

LEFT ELEVATION

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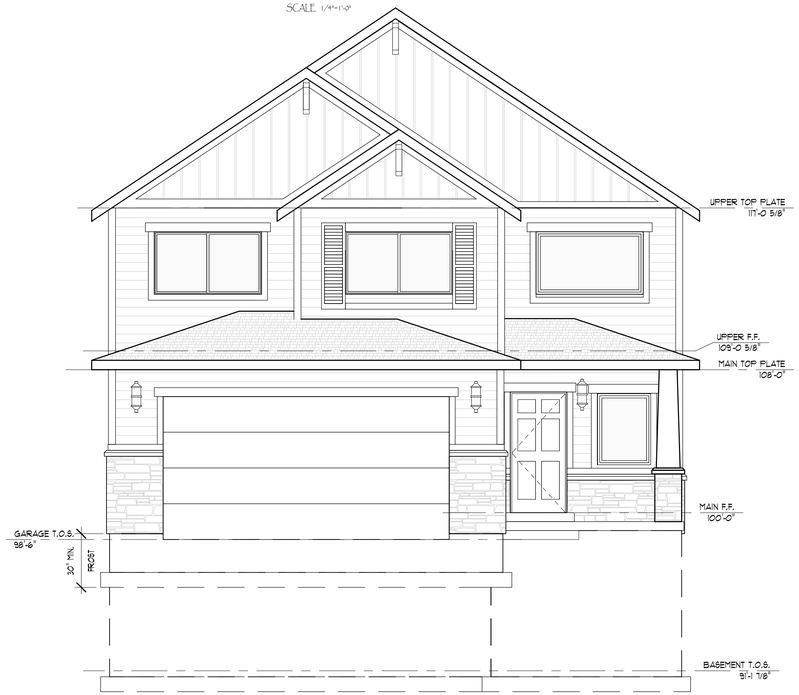

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Each Sub-Contractor Shall Coordinate Work With Other Trade Through The General Contractor.

The Designer Will Not Assume Responsibility For Any Misuse Or Misreading Of These Plans. Where Information Is Available But Unclear, The Person Using These Plans Is Responsible For Clarifying Any Questions According To The Conditions Stated Above.

Craig Wall Design, Inc.
7707 S Main Street
Midvale, Utah 84047
801.567.8828
email: craig@craigwalldesign.com

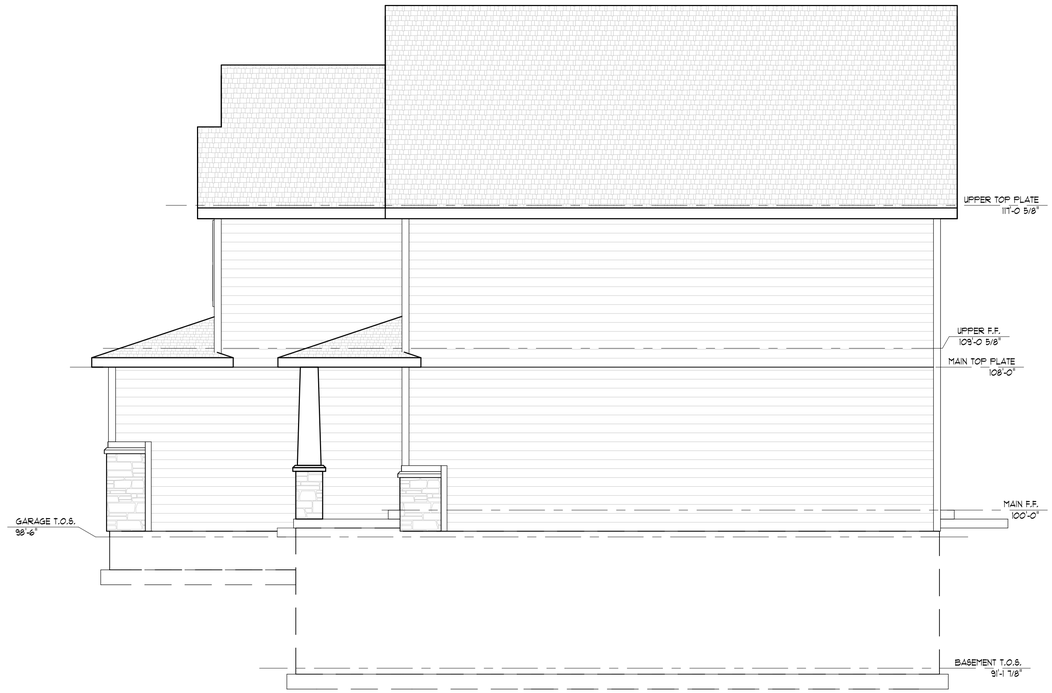
PLAND

FLAGSHIP HOMES

EXTERIOR ELEVATIONS

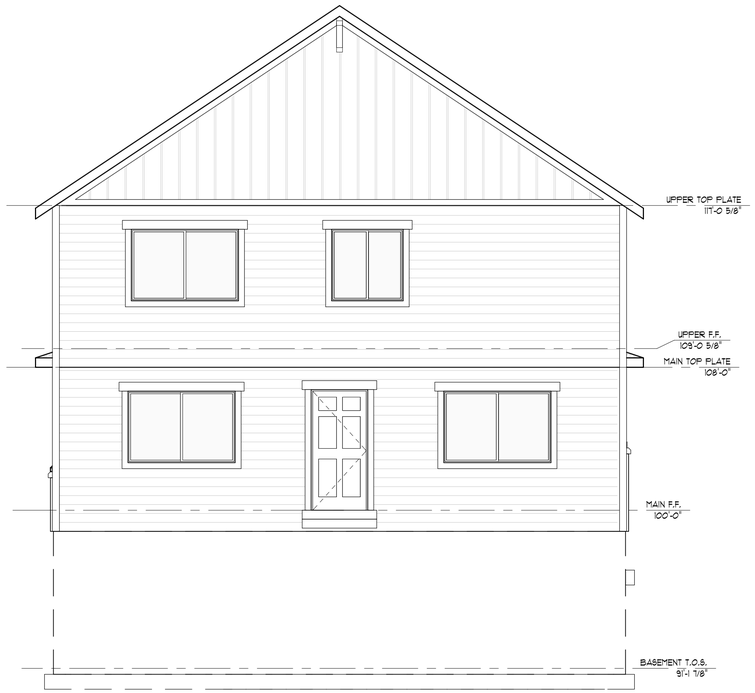
PRINT DATE
AUG. 6, 2014

SHEET
A1.0



RIGHT ELEVATION

SCALE 1/4"=1'-0"



REAR ELEVATION

SCALE 1/4"=1'-0"

NOTES:

1. EXTERIOR WALL FINISHES MUST BE LISTED, LABELED, AND INSTALLED AS PER MANUFACTURER'S INSTALLATION INSTRUCTION GUIDES.
2. INSPECTION OF THE WEATHER-RESISTIVE BARRIER AND FLASHING IN ORDER TO PREVENT WATER FROM ENTERING THE WEATHER-RESISTANT EXTERIOR WALL ENVELOPE IS REQUIRED. R103.1.5
3. ALL FOOTINGS SHALL BEAR 30" OR 36" MIN. BELOW FINISH GRADE (VERIFY DEPTH WITH LOCAL CODES), BUT NO LESS THAN 12" BELOW NATURAL GRADE.
4. HOUSE DRAINAGE FINAL GRADES TO BE MIN. 6" OF FALL FOR FIRST 10' FROM HOME.

BID SET ONLY
NOT FOR CONSTRUCTION

#	Revision
1	
2	
3	
4	
5	
6	

Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

Each Sub-Contractor Shall Check And Understand All Dimensions, Notes And Other Aspects Of This Project Applicable To Their Trade And Affecting Other Trades Prior To And During Construction.

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Craig Wall Design, Inc.
730 S. Main Street
Moab, Utah 84497
(435) 259-8497
email: craig@craigwalldesign.com

PLAND

FLAGSHIP HOMES

PRINT DATE
AUG. 6, 2014

SHEET
A1.1

EXTERIOR ELEVATIONS

LEFT ELEVATION

SCALE 1/4"=1'-0"

FRONT ELEVATION

SCALE 1/4"=1'-0"

NOTES:

1. EXTERIOR WALL FINISHES MUST BE LISTED, LABELED, AND INSTALLED AS PER MANUFACTURER'S INSTALLATION INSTRUCTION GUIDES.
2. INSPECTION OF THE WEATHER-RESISTIVE BARRIER AND FLASHING IN ORDER TO PREVENT WATER FROM ENTERING THE WEATHER-RESISTANT EXTERIOR WALL ENVELOPE IS REQUIRED. R109.1.5
3. ALL FOOTINGS SHALL BEAR 30" OR 36" MIN. BELOW FINISH GRADE (VERIFY DEPTH WITH LOCAL CODES), BUT NO LESS THAN 12" BELOW NATURAL GRADE.
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BID SET ONLY
NOT FOR CONSTRUCTION

#	Revision
1	
2	
3	
4	
5	
6	

Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

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Craig Wall Design, Inc.
7737 S Main Street
Midvale, Utah 84047
(801) 566-8828
email: craig@craigwalldesign.com

PLAND

FLAGSHIP HOMES

EXTERIOR ELEVATIONS

PRINT DATE
AUG. 6, 2014

SHEET
A1.0

RIGHT ELEVATION

SCALE 1/4"=1'-0"

REAR ELEVATION

SCALE 1/4"=1'-0"

NOTES:

1. EXTERIOR WALL FINISHES MUST BE LISTED, LABELED, AND INSTALLED AS PER MANUFACTURER'S INSTALLATION INSTRUCTION GUIDES.
2. INSPECTION OF THE WEATHER-RESISTIVE BARRIER AND FLASHING IN ORDER TO PREVENT WATER FROM ENTERING THE WEATHER-RESISTANT EXTERIOR WALL ENVELOPE IS REQUIRED. R109.1.5
3. ALL FOOTINGS SHALL BEAR 30" OR 36" MIN. BELOW FINISH GRADE (VERIFY DEPTH WITH LOCAL CODES), BUT NO LESS THAN 12" BELOW NATURAL GRADE.
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BID SET ONLY
NOT FOR CONSTRUCTION

#	Revision
1	
2	
3	
4	
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6	

Drawn By: CWD

Engineered By: ENGINEER

Plan #:

Plan Name:

Notes

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Craig Wall Design, Inc.
7707 S. Main Street
Midvale, Utah 84047
(801) 243-8565
email: craig@craigwalldesign.com

PLAND

FLAGSHIP HOMES

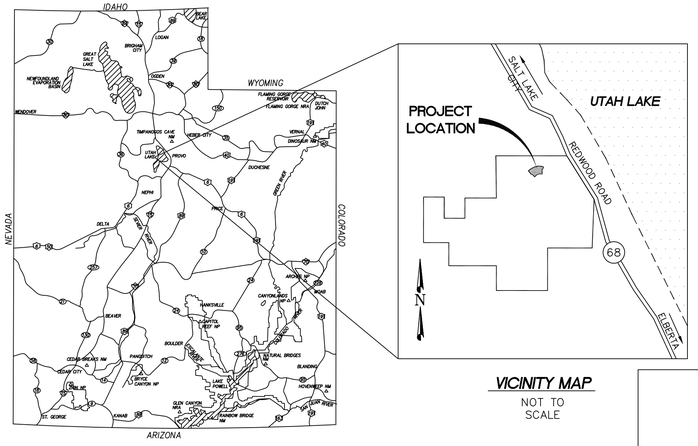
PRINT DATE
AUG. 6, 2014

SHEET
A1.1

EXTERIOR ELEVATIONS

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 2 AMENDED" PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



VICINITY MAP
NOT TO SCALE

NARRATIVE: THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE PREVIOUS PUD TWIN HOME PLAT TO A SINGLE FAMILY DETACHED FORMAT. WILLOW CREEK DRIVE AND WAYMOND PARK DRIVE WILL REMAIN UNCHANGED IN ALIGNMENT, OWNERSHIP, AND DEDICATIONS.

THIS PLAT AMENDS THE PREVIOUS PLAT, AS RECORDED _____ ENTRY#_____ BOOK _____ PAGE _____ IN UTAH COUNTY UTAH.

PLAT 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 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 area 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 area responsible for ensuring that impact and connection fees are paid and water rights area 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 area to be installed by owner and maintained by Home Owners Association (HOA) unless specifies otherwise on each improvement.

8) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

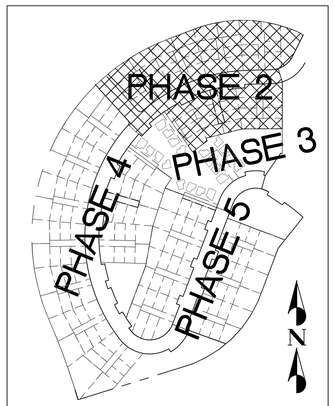
9) There are private streets in this development phase.

10) Lots area subject to CC&R's.

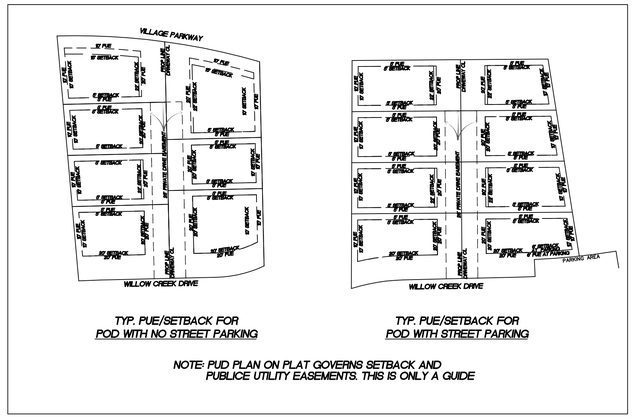
11) ALL Public utility easements (PUE) are also drainage easements.

12) Parks, Common Area, and open spaces are not dedicated to the public, but are owned and maintained by the Home Owners Association.

13) Prior to any building permit being issued, soil testing to lot soil studies may be required on each lot as determined and required by the the City of Saratoga Springs Building Official.



PHASING OVERVIEW
1" = 300'



TYP. PUE/SETBACK FOR POD WITH NO STREET PARKING

TYP. PUE/SETBACK FOR POD WITH STREET PARKING

NOTE: PUD PLAN ON PLAT GOVERNS SETBACK AND PUBLICE UTILITY EASEMENTS. THIS IS ONLY A GUIDE

NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.
*"APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C61	96.17'	846.50'	96.12'	S60°17'05"W	6°30'33"
C62	82.93'	846.50'	82.89'	N66°20'45"E	5°36'47"
C63	92.77'	546.50'	92.66'	S74°00'56"W	9°43'35"
C64	90.83'	546.50'	90.72'	S83°38'23"W	9°31'21"
C65	88.66'	546.50'	88.56'	S86°57'05"E	9°17'43"
C66	79.66'	546.50'	79.59'	S78°07'41"E	8°21'06"
C67	87.14'	536.84'	87.04'	S69°23'05"E	9°17'59"
C68	19.11'	12.00'	17.15'	S19°12'03"E	91°13'58"
C69	64.74'	97.00'	63.55'	S45°32'12"W	38°14'32"
C70	40.58'	97.00'	40.29'	S76°38'35"W	23°58'14"
C71	35.25'	125.00'	35.14'	N80°32'56"E	16°09'32"
C72	89.75'	641.00'	89.68'	S84°37'01"W	8°01'21"
C73	142.19'	641.00'	141.90'	S74°15'03"W	12°42'35"
C74	18.22'	669.00'	18.22'	S87°50'53"W	1°33'38"
C75	75.45'	669.00'	75.41'	S83°50'12"W	6°27'43"
C77	74.20'	669.00'	74.16'	S77°25'42"W	6°21'17"
C78	61.14'	613.00'	61.11'	N78°02'51"E	5°42'51"
C79	37.08'	599.00'	37.08'	N85°35'14"E	3°32'50"
C80	30.41'	599.00'	30.41'	N82°21'33"E	2°54'33"
C83	83.11'	613.00'	83.05'	N71°18'23"E	7°46'05"
C84	142.19'	641.00'	141.90'	S74°15'03"W	12°42'35"
C85	74.20'	669.00'	74.16'	S71°04'25"W	6°21'17"
C88	74.19'	669.00'	74.16'	S64°43'08"W	6°21'15"
C89	74.19'	669.00'	74.16'	S58°21'53"W	6°21'15"
C90	23.35'	599.00'	23.35'	N66°18'21"E	2°14'01"
C91	33.74'	599.00'	33.74'	N63°34'31"E	3°13'39"
C92	72.47'	613.00'	72.43'	N58°34'28"E	6°46'26"
C98	68.92'	641.00'	68.88'	S52°06'27"W	6°09'36"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C101	75.39'	641.00'	75.35'	S45°39'29"W	6°44'20"
C102	75.39'	641.00'	75.35'	S45°39'29"W	6°44'20"
C104	43.15'	153.00'	43.01'	N80°32'56"E	16°09'32"
C105	142.18'	641.00'	141.89'	S61°32'30"W	12°42'31"
C106	144.31'	641.00'	144.00'	S48°44'17"W	12°53'56"
C107	13.56'	605.69'	13.56'	N87°59'41"E	1°16'57"
C109	223.78'	641.00'	222.65'	S65°11'20"W	20°00'11"
C180	77.80'	613.00'	77.74'	S51°33'06"W	7°16'17"
C185	28.01'	846.50'	28.00'	N48°38'11"E	1°53'44"
C186	28.01'	846.50'	28.00'	N46°44'27"E	1°53'44"
C187	72.57'	846.50'	72.54'	S54°34'27"W	4°54'42"
C188	71.93'	669.00'	71.89'	S52°06'27"W	6°09'36"
C189	18.57'	12.00'	16.77'	S86°38'31"E	88°39'41"
C190	37.44'	846.50'	37.44'	S50°51'05"W	2°32'03"

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southwesterly corner of The Village of Fox Hollow Plat "3", being a point on the easterly line of Village Parkway and a 846.50-foot radius curve to the right, which point is 1841.52 feet, North 00°17'21" East along the section line and 1845.00 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, and running thence along said line and the southeasterly line of said Village Parkway the following three (3) courses: (1) thence northeasterly 345.11 feet along the arc of said curve through a central angle of 23°21'33" (chord bears North 57°28'22" East, 342.73 feet); (2) thence North 69°09'08" East, 112.38 feet to the point of curvature with a 546.50-radius curve to the right; (3) thence southeasterly 439.05 feet along the arc of said curve through a central angle of 46°01'50" (chord bears South 87°49'57" East, 427.34 feet) to the point of compound curvature with a 12.00-foot radius curve to the right; thence southeasterly 19.11 feet along the arc of said curve through a central angle of 91°13'58" (chord bears South 19°12'03" East, 17.15 feet); thence South 26°24'56" West, 85.40 feet to the point of curvature with a 97.00-foot radius curve to the right; thence southwesterly 77.97 feet along the arc of said curve through a central angle of 46°03'14" (chord bears South 49°26'33" West, 75.89 feet); thence South 17°31'50" East, 56.00 feet; thence South 00°09'58" West, 187.36 feet; thence South 89°34'45" West, 160.97 feet; thence South 75°35'28" West, 149.14 feet; thence South 24°48'40" East, 11.34 feet; thence South 52°39'07" West, 73.97 feet; thence North 34°48'45" West, 197.24 feet to a 599.00' radius curve to the left, thence along arc of said curve 77.74' through a delta of 7°16'17" (chord bears S 51°33'06" W 77.74 feet), thence S 42°44'18" W 14.00 feet to a 599.00-foot radius curve to the left; thence southwesterly 57.09 feet along the arc of said curve through a central angle of 05°27'40" (chord bears South 45°12'03" West, 57.07 feet); thence North 47°31'47" West, 14.00 feet to a 613.00-foot radius curve to the left; thence southwesterly 1.94 feet along the arc of said curve through a central angle of 00°10'54" (chord bears South 42°22'46" West, 1.94 feet); thence North 47°42'41: West, 56.00 feet to a 12.00-foot radius curve to the left; thence northwesterly 17.72 feet along the arc of said curve through a central angle of 84°36'00" (chord bears North 00°00'41" West, 16.15 feet); thence North 42°18'41" West, 193.60 feet to the point of beginning.
Contains 6.23 acres, more or less.

SURVEYOR NAME _____ LICENSE No. _____ DATE: _____

OWNER'S DEDICATION

Know all men by these presents that _____, the _____undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 2 AMENDED" PLANNED UNIT DEVELOPMENT**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.
In witness whereof _____have hereunto set ____this day of_____ , A.D. 20____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.
On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE_____DAY OF_____A.D. 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 IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC. THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR _____ ATTEST _____
CITY RECORDER (SEE SEAL BELOW)

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**QWEST**
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
COMCAST CABLE TELEVISION	QWEST

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT '1'", AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

STATE PLANE COORDINATES ARE SHOWN PER "STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN" ON RECORD IN UTAH COUNTY.

PREPARED FOR
FLAGSHIP HOMES
170 s INTERSTATE PLAZA DR
LEHI UT 84045

SHEET NO
1/2

PROJECT ENGINEER:
GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING · CONSULTING · LAND PLANNING
CONSTRUCTION MANAGEMENT

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 2 AMENDED" PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

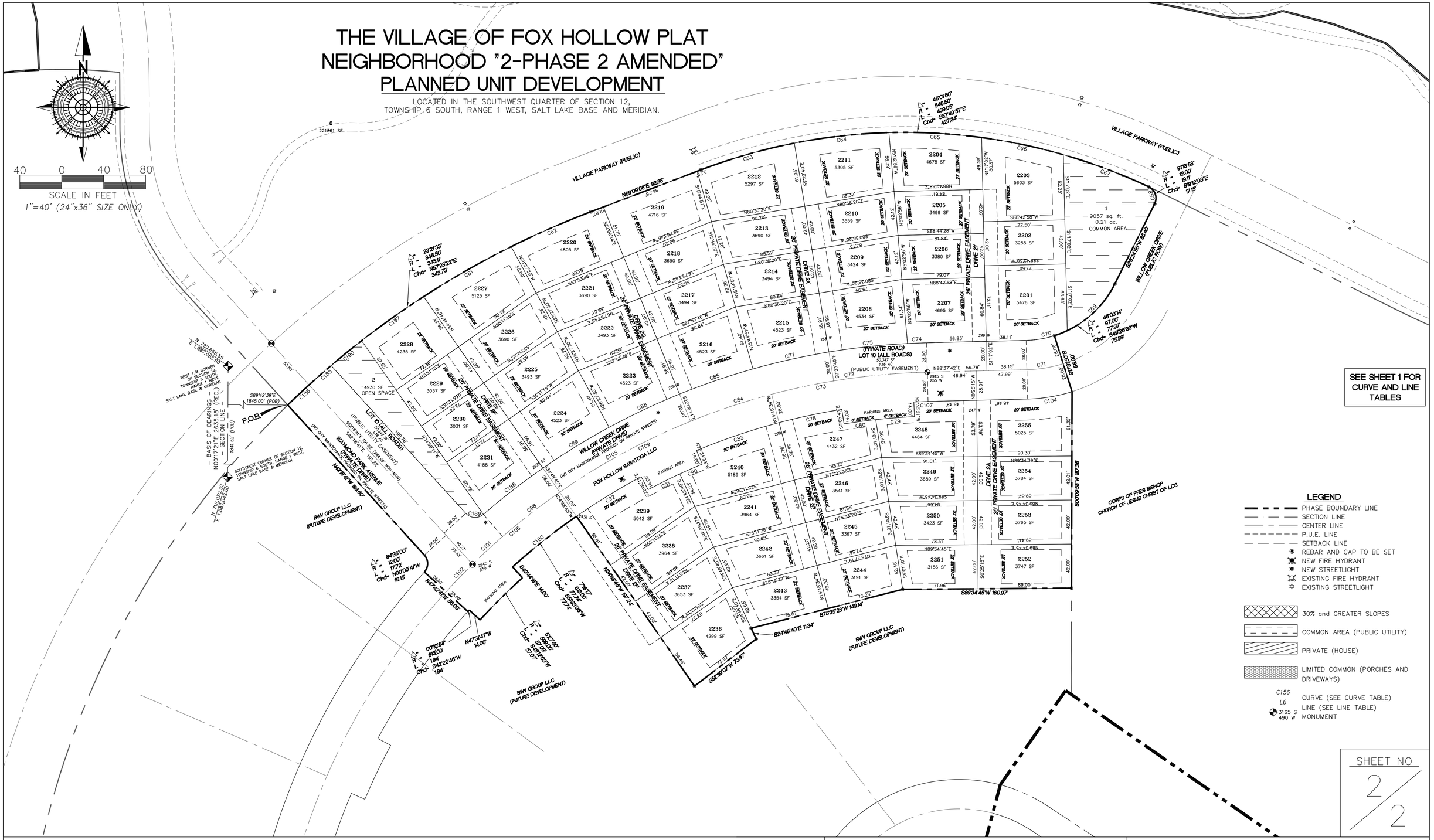
SURVEYOR OF RECORD:

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____,A.D. 20____	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____,A.D. 20____
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE

CORPORATE SEAL	SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL

THE VILLAGE OF FOX HOLLOW PLAT
NEIGHBORHOOD "2-PHASE 2 AMENDED"
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



PREPARED BY:

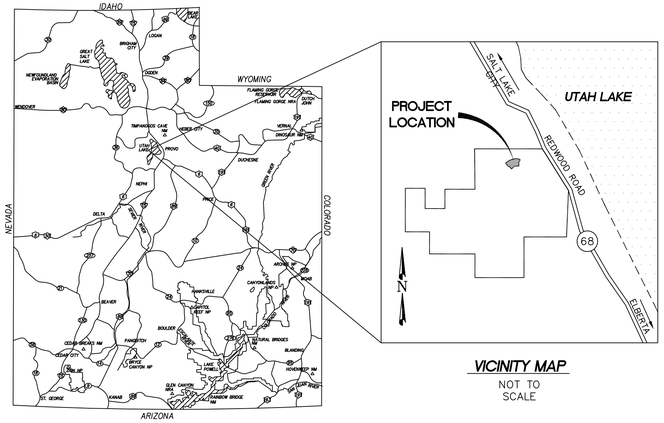
GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

surveyor logo here

Date: OCT 10, 2014
File: FOX HOLLOW N2 AMENDED PH2

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 3 AMENDED"
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



VICINITY MAP
NOT TO SCALE

PLAT 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 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 area 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 area responsible for ensuring that impact and connection fees are paid and water rights area 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 area to be installed by owner and maintained by Home Owners Association (HOA) unless specifies otherwise on each improvement.

8) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

9) There are private streets in this development phase.

10) Lots area subject to CC&R's.

11) ALL Public utility easements (PUE) are also drainage easements.

12) Parks, Common Area, and open spaces are not dedicated to the public, but are owned and maintained by the Home Owners Association.

13) Prior to any building permit being issued, soil testing to lot soil studies may be required on each lot as determined and required by the the City of Saratoga Springs Building Official.

NARRATIVE: THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE PREVIOUS PUD TWIN HOME PLAT TO A SINGLE FAMILY DETACHED FORMAT. WILLOW CREEK DRIVE AND WAYMOND PARK DRIVE WILL REMAIN UNCHANGED IN ALIGNMENT, OWNERSHIP, AND DEDICATIONS.

THIS PLAT AMENDS THE PREVIOUS PLAT, AS RECORDED _____ ENTRY# _____ BOOK _____ PAGE _____ IN UTAH COUNTY UTAH.

SURVEYOR'S CERTIFICATE

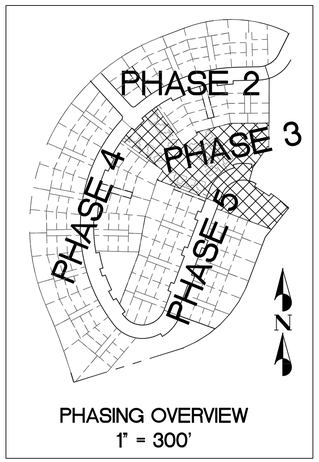
I, _____, do hereby certify that I am a registered Land Surveyor and that I hold a license, Certificate No. _____, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made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

BOUNDARY DESCRIPTION

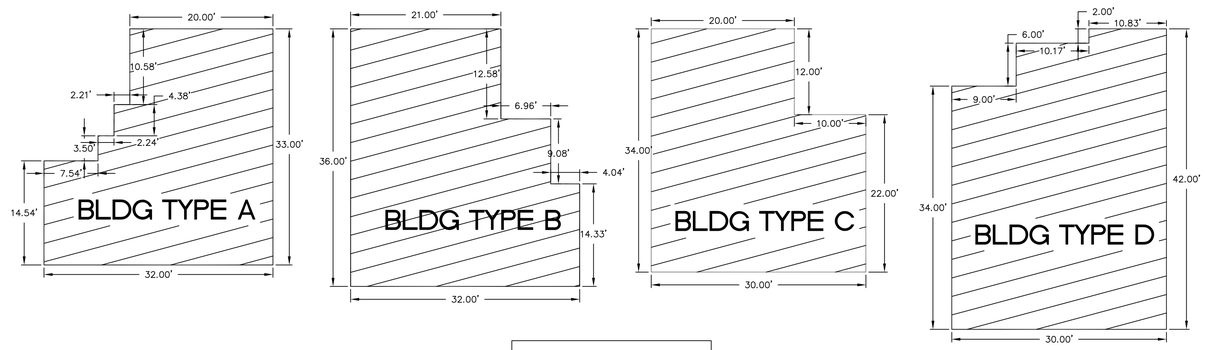
A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southwesterly corner of The Village of Fox Hollow Plat "3", being a point on the easterly line of Village Parkway and a 846.50-foot radius curve to the right, which point is North 00°17'21" East 1,635.21 feet along the section line and East 2,017.77 feet from the Southwest Quarter corner of said Section 12, and running thence along the arc of a 613.00' radius curve to the right 1.94 feet through a delta of 00° 10' 54", and whose long chord bears N 42° 22' 46" E 1.94 feet; thence S 47° 31' 47" E 14.00 feet to a non-tangential 599.00' radius curve to the right, thence along arc of said curve 57.09 feet through a delta of 05° 27' 40", and whose long chord bears N 45° 12' 03" E 57.07 feet; thence N 42° 44' 18" W 14.00 feet to a point on a 613.00' radius curve to the right, thence along arc of said curve 77.74 feet through a delta of 07° 16' 17", and whose long chord bears N 51° 33' 06" E 77.74 feet; thence S 34° 48' 45" E 197.24 feet; thence N 52° 39' 07" E 73.97 feet, thence N 24° 48' 40" W 11.33 feet; thence N 75° 35' 28" E 149.14; thence N 89° 34' 45" E 160.97 feet; thence S 00° 09' 58" W 101.38 feet; thence N 55° 17' 24" W 6.44 feet; thence S 34° 42' 36" W 109.38 feet; thence S 14° 50' 56" W 56.00 feet to a point on a non-tangent 97.00' radius curve to the right, thence along arc of said curve 31.16 feet through a delta of 18° 24' 17", and a long chord bears S 65° 56' 55" E 31.02 feet; thence S 33° 27' 39" W 12.50 feet; thence S 56° 32' 21" E 74.00 feet; thence N 33° 27' 39" E 12.47 feet to a point on a non-tangent 572.00' radius curve to the right, thence along arc of said curve 63.61 feet through a delta of 06° 22' 17",and a long chord bears S 52° 48' 09" E 63.58 feet; thence S 49° 37' 00" E 32.65; thence S 38° 42' 03" W 116.58 feet; thence N 69° 19' 47" W 245.89 feet; thence N 20° 40' 13" E 24.94 feet; thence N 69° 19' 47" W 276.48 feet; thence N 32° 56' 13" E 46.55 feet; thence N 53° 47' 30" W 213.8337 feet to a point on a non-tangent 613.00' radius curve to the right, thence along arc of said 65.05 feet through a delta of 06° 04' 49", and a long chord bears N 39° 14' 54" E 65.02 feet TO THE POINT OF BEGINNING. Parcel contains 3.80 acres

SURVEYOR NAME LICENSE No. DATE:



PHASING OVERVIEW
1" = 300'



ALL UNITS ARE PRIVATE

1"=10'

OWNER'S DEDICATION

Know all men by these presents that _____, the _____undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 3 AMENDED" PLANNED UNIT DEVELOPMENT** do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof _____have hereunto set _____this day of_____ , A.D. 20____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.
On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE_____DAY OF_____A.D. 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 IN _____ COUNTY

NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.
*"APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**QWEST**
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
COMCAST CABLE TELEVISION	QWEST

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	13.05'	153.00'	13.04'	S56°53'41"W	4°53'11"
C2	13.19'	153.00'	13.19'	S61°48'27"W	4°56'22"
C3	90.21'	153.00'	88.91'	N37°33'39"E	33°46'53"
C4	108.34'	153.00'	106.09'	N84°33'47"E	40°34'18"
C5	95.77'	125.00'	93.44'	S82°54'03"W	43°53'47"
C6	87.88'	125.00'	86.08'	S40°48'41"W	40°16'57"
C7	142.51'	97.00'	130.04'	S62°45'34"W	84°10'43"
C8	31.16'	97.00'	31.02'	N65°56'55"W	18°24'17"
C9	63.61'	572.00'	63.58'	N52°48'09"W	6°22'17"
C10	2.83'	1.50'	2.43'	N74°41'08"E	108°01'50"
C11	77.80'	613.00'	77.74'	S51°33'06"W	7°16'17"

PREPARED FOR

FLAGSHIP HOMES
170 s INTERSTATE PLAZA DR
LEHI UT 84045

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT '1'", AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

STATE PLANE COORDINATES ARE SHOWN PER "STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN" ON RECORD IN UTAH COUNTY.

SHEET NO
1/2

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC. THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR ATTEST _____
CITY RECORDER (SEE SEAL BELOW)

PROJECT ENGINEER:
GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 3 AMENDED"
PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

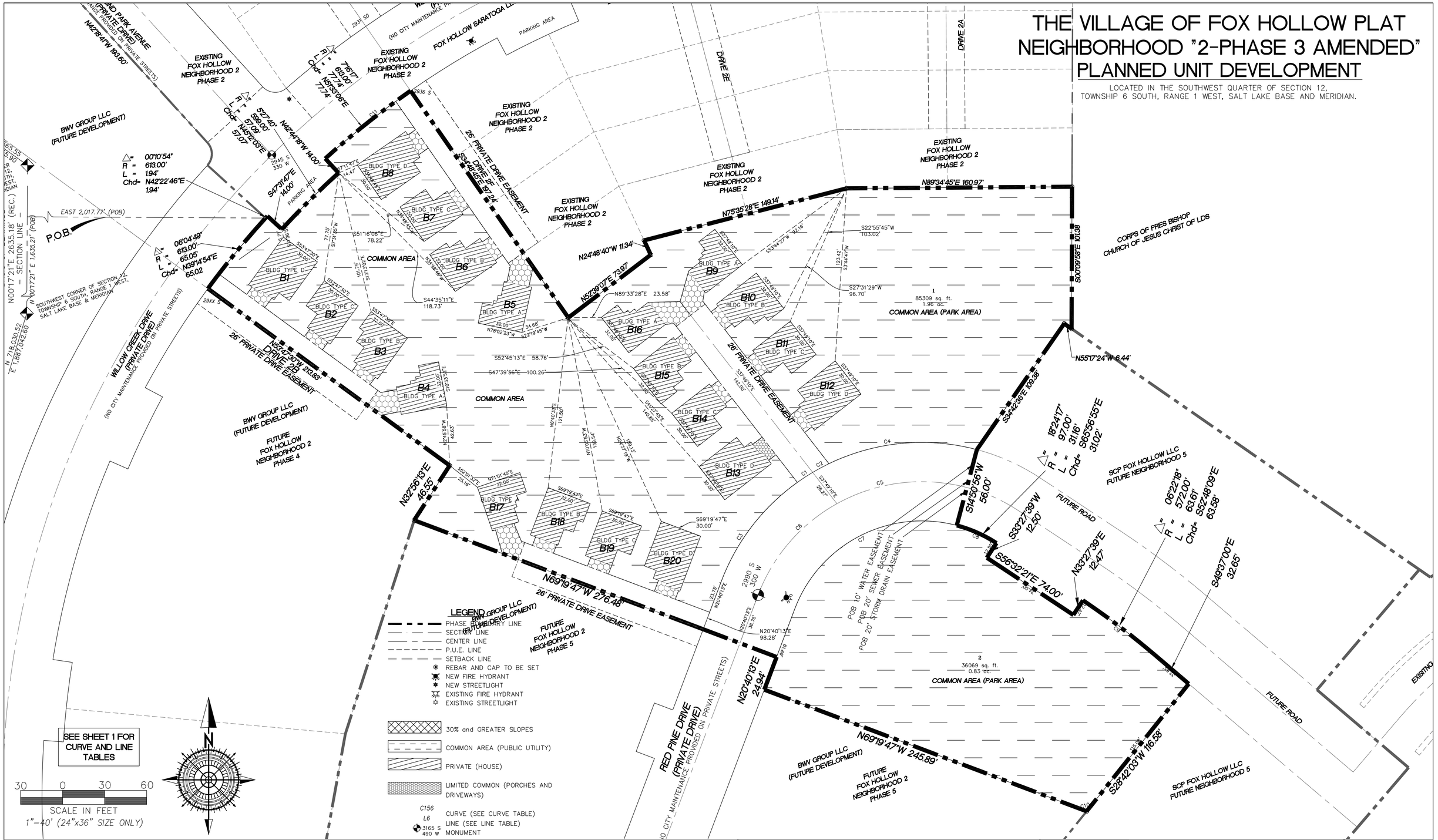
SURVEYOR OF RECORD:
surveyor logo here

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE	CORPORATE SEAL	SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____,A.D. 20____	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____,A.D. 20____					
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE					

Date: OCT 10, 2014
File: FOX HOLLOW N2 AMENDED PH3

THE VILLAGE OF FOX HOLLOW PLAT
NEIGHBORHOOD "2-PHASE 3 AMENDED"
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



PREPARED BY:

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
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CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

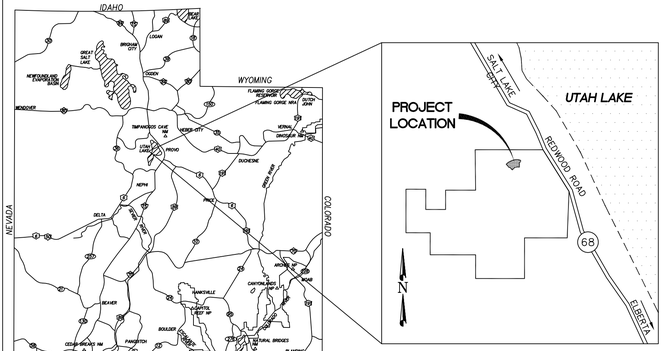
surveyor logo here

SHEET NO 2/2

Date: OCT 10, 2014
File: FOX HOLLOW N2 AMENDED PH3

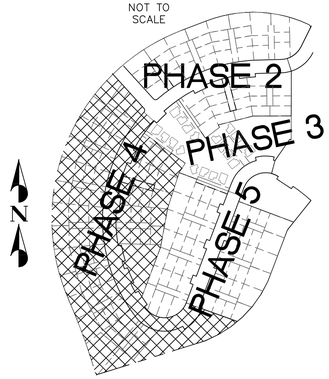
"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 4 AMENDED" PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



VICINITY MAP

NOT TO SCALE



NARRATIVE: THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE PREVIOUS PUD TWIN HOME PLAT TO A SINGLE FAMILY DETACHED FORMAT. WILLOW CREEK DRIVE AND WAYMOND PARK DRIVE WILL REMAIN UNCHANGED IN ALIGNMENT, OWNERSHIP, AND DEDICATIONS.

THIS PLAT AMENDS THE PREVIOUS PLAT, AS RECORDED _____ ENTRY# _____ BOOK _____ PAGE _____ IN UTAH COUNTY UTAH.

PLAT 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 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 area 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 area responsible for ensuring that impact and connection fees are paid and water rights area 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 area to be installed by owner and maintained by Home Owners Association (HOA) unless specifies otherwise on each improvement.

8) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

9) There are private streets in this development phase.

10) Lots area subject to CC&R's.

11) ALL Public utility easements (PUE) are also drainage easements.

12) Parks, Common Area, and open spaces are not dedicated to the public, but are owned and maintained by the Home Owners Association.

13) Prior to any building permit being issued, soil testing to lot soil studies may be required on each lot as determined and required by the the City of Saratoga Springs Building Official.

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southwesterly corner of The Village of Fox Hollow Plat "3", being a point on the easterly line of Village Parkway, which point is 1841.52 feet, North 00°17'21" East along the section line and 1845.00 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, and running thence South 42°18'41" East, 193.60 feet to the point of curvature with a 12.00-foot radius curve to the right; thence southeasterly 17.72 feet along the arc of said curve through a central angle of 84°36'00" (chord bears South 00°00'41" East, 16.15 feet); thence South 47°42'41" East, 56.00 feet to a 613.00-foot radius curve to the left; thence southwesterly 65.05 feet along the arc of said curve through a central angle of 06°04'49" (chord bears South 39°14'54" West, 65.02 feet); thence South 53°47'30" East, 213.83 feet; thence South 32°56'13" West, 46.55 feet;thence South 17°51'08" West, 160.15 feet; thence South 10°11'00" West, 162.67 feet;thence South 20°40'13" West, 222.54 feet; to a 599.00-foot radius curve to the left (center bears North 58°19'55" East); thence southeasterly 50.90 feet along the arc of said curve through a central angle of 04°52'07" (chord bears South 34°06'09" East, 50.89 feet); thence South 53°27'47" West, 14.00 feet to a 613.00-foot radius circle to the left (center bears North 53°27'47" East); thence southeasterly 11.91 feet along the arc of said curve through a central angle of 01°06'48" (chord bears South 37°05'37" East, 11.91 feet) to the point of compound curvature with a 97.00-foot radius curve to the left; thence northeasterly 199.65 feet along the arc of said curve through a central angle of 117°55'38" (chord bears North 83°23'10" East, 166.23 feet); thence South 65°34'39" East, 70.00 feet; thence South 08°38'08" East, 125.50 feet; thence South 72°35'54" West, 480.76 feet to the easterly line of said Village Parkway and a 2553.50-foot radius curve to the left (center bears South 73°52'40" West); thence along said line the following two (2) courses: (1) northwesterly 335.44 feet along the arc of said curve through a central angle of 07°31'36" (chord bears North 19°53'08" West, 335.19 feet) to the point of reverse curvature with a 846.50-foot radius curve to the right; (2) northeasterly 1025.95 feet along the arc of said curve through a central angle of 69°26'31" (chord bears North 11°04'20" East, 964.30 feet) to the point of beginning.

Contains 11.08 acres, more or less.

SURVEYOR NAME LICENSE No. DATE:

OWNER'S DEDICATION

Know all men by these presents that _____, the _____undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 4 AMENDED" PLANNED UNIT DEVELOPMENT**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof _____have hereunto set _____this day of_____ , A.D. 20____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.

On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE_____DAY OF_____A.D. 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.

NOTARY PUBLIC

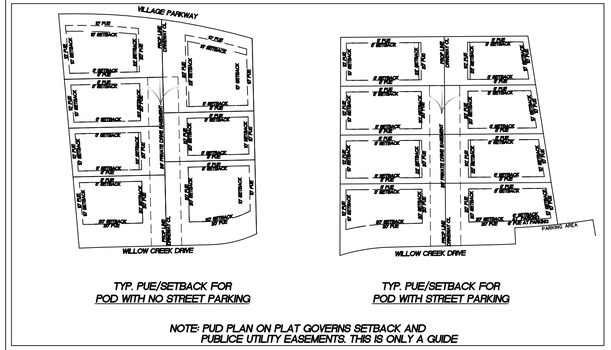
MY COMMISSION EXPIRES RESIDING IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC. THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR ATTEST _____

CITY RECORDER (SEE SEAL BELOW)



TYP. PUE/SETBACK FOR POD WITH NO STREET PARKING

TYP. PUE/SETBACK FOR POD WITH STREET PARKING

NOTE: PUD PLAN ON PLAT GOVERNS SETBACK AND PUBLICE UTILITY EASEMENTS. THIS IS ONLY A GUIDE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C186	74.24'	669.00'	74.20'	S25°05'05"E	6°21'28"
C187	74.21'	669.00'	74.17'	S18°43'41"E	6°21'20"
C188	78.56'	669.00'	78.51'	S12°11'10"E	6°43'41"
C190	74.42'	669.00'	74.38'	S1°12'15"W	6°22'25"
C191	74.61'	669.00'	74.57'	S7°35'10"W	6°23'24"
C192	73.95'	669.00'	73.92'	S13°56'52"W	6°20'01"
C193	74.46'	669.00'	74.43'	S20°18'12"W	6°22'39"
C194	74.24'	669.00'	74.20'	S26°40'17"W	6°21'30"
C195	74.23'	669.00'	74.20'	S33°01'46"W	6°21'28"
C204	23.35'	599.00'	23.35'	N27°16'30"E	2°14'01"
C206	83.61'	718.93'	83.56'	S32°18'00"W	6°39'48"
C207	72.99'	613.00'	72.95'	S19°31'10"W	6°49'21"
C210	74.45'	613.00'	74.41'	N12°37'44"E	6°5'7'32"
C212	23.88'	599.00'	23.88'	S4°49'49"W	2°17'03"
C213	33.21'	599.00'	33.21'	S7°33'39"W	3°10'37"
C214	62.87'	613.00'	62.84'	S0°45'01"W	5°52'34"
C216	8.68'	513.04'	8.68'	N9°54'02"W	0°58'09"
C217	67.50'	599.00'	67.46'	N13°32'03"W	6°27'23"
C218	31.77'	606.75'	31.77'	N18°14'50"W	3°00'01"
C219	67.50'	599.00'	67.46'	N22°57'36"W	6°27'23"
C220	114.58'	167.00'	112.34'	S40°19'31"W	39°18'36"
C221	107.44'	153.00'	105.24'	S80°05'49"W	40°14'01"
C224	79.55'	153.00'	78.65'	S64°53'31"E	29°47'18"
C225	38.01'	669.00'	38.00'	N36°01'22"W	3°15'18"
C230	32.97'	153.00'	32.91'	N43°49'27"W	12°20'52"
C231	71.59'	669.00'	71.56'	N31°19'46"W	6°07'53"
C232	12.50'	669.00'	12.50'	S27°43'42"E	1°04'14"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C233	12.50'	669.00'	12.50'	S28°47'56"E	1°04'14"
C234	32.97'	153.00'	32.91'	S43°49'27"E	12°20'52"
C235	12.51'	153.00'	12.51'	S52°20'28"E	4°41'11"
C236	27.88'	599.00'	27.88'	N31°24'51"W	2°40'02"
C237	41.64'	608.22'	41.63'	N28°08'05"W	3°55'22"
C247	12.50'	669.00'	12.50'	S15°00'54"E	1°04'14"
C248	12.50'	669.00'	12.50'	S16°05'08"E	1°04'14"
C249	238.51'	125.00'	203.94'	N75°19'59"E	109°19'33"
C250	26.95'	125.00'	26.90'	S43°49'38"E	12°21'14"
C251	12.50'	669.00'	12.50'	S1°26'50"E	1°04'14"
C252	12.51'	669.00'	12.50'	S2°31'05"E	1°04'16"
C253	105.01'	641.00'	104.90'	S32°57'25"E	9°23'12"
C254	142.23'	641.00'	141.94'	S21°54'25"E	12°42'48"
C255	12.50'	669.00'	12.50'	S10°14'45"W	1°04'14"
C256	12.50'	669.00'	12.50'	S11°18'59"W	1°04'14"
C258	12.52'	613.00'	12.52'	S1°36'10"E	1°10'12"
C259	12.53'	613.00'	12.53'	S2°46'24"E	1°10'17"
C260	12.50'	613.00'	12.50'	S15°31'26"W	1°10'06"
C261	12.54'	613.00'	12.54'	S16°41'39"W	1°10'19"
C262	12.50'	669.00'	12.50'	S22°57'25"W	1°04'14"
C263	12.50'	669.00'	12.50'	S24°01'39"W	1°04'14"
C264	12.50'	613.00'	12.50'	S35°37'27"W	1°10'06"
C265	12.50'	613.00'	12.50'	S36°47'33"W	1°10'06"
C266	12.50'	669.00'	12.50'	S35°40'23"W	1°04'14"
C267	12.50'	669.00'	12.50'	S36°44'37"W	1°04'14"
C268	151.26'	641.00'	150.91'	S8°47'24"E	13°31'14"
C269	143.32'	641.00'	143.02'	S4°22'33"W	12°48'38"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C270	142.21'	641.00'	141.91'	S17°08'12"W	12°42'40"
C271	142.26'	641.00'	141.97'	S29°51'01"W	12°42'58"
C272	68.02'	641.00'	67.99'	S39°14'54"W	6°04'49"
C279	265.46'	125.00'	218.32'	S81°30'36"W	121°40'46"
C280	398.51'	641.00'	392.12'	N19°50'24"W	35°37'14"
C281	202.92'	641.00'	202.07'	N7°02'21"E	18°08'16"
C282	224.87'	641.00'	223.72'	N26°09'30"E	20°06'00"
C283	33.74'	599.00'	33.74'	S24°32'40"W	3°13'39"
C284	78.18'	613.00'	78.13'	S5°50'29"E	7°18'27"
C285	79.86'	669.00'	79.81'	N5°24'08"W	6°50'23"
C286	1025.95'	846.50'	964.30'	S11°04'20"W	69°26'31"
C287	335.43'	2553.50'	335.19'	S19°53'08"E	7°31'35"
C307	16.19'	12.00'	14.99'	N3°39'17"W	77°18'47"
C309	70.99'	669.00'	70.96'	N39°14'54"E	6°04'49"
C310	1.53'	12.00'	1.53'	N38°38'42"E	7°17'13"

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT '1'", AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

STATE PLANE COORDINATES ARE SHOWN PER "STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN" ON RECORD IN UTAH COUNTY.

SHEET NO 1/2

PREPARED FOR

FLAGSHIP HOMES
170 s INTERSTATE PLAZA DR
LEHI UT 84045

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**QWEST**
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
COMCAST CABLE TELEVISION	QWEST

NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.
*"APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

PROJECT ENGINEER:

GATEWAY CONSULTING, inc.

P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SURVEYOR OF RECORD:

surveyor logo here

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____,A.D. 20____	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____,A.D. 20____
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE

CORPORATE SEAL | SURVEYOR'S SEAL | NOTARY PUBLIC SEAL | CITY ENGINEER'S SEAL | CLERK-RECORDER SEAL

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 4 AMENDED" PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

Date: OCT 10, 2014
File: FOX HOLLOW N2 AMENDED PH2

THE VILLAGE OF FOX HOLLOW PLAT
NEIGHBORHOOD "2-PHASE 4 AMENDED"
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- 30% and GREATER SLOPES
- COMMON AREA (PUBLIC UTILITY)
- PRIVATE (HOUSE)
- LIMITED COMMON (PORCHES AND DRIVEWAYS)
- C156 CURVE (SEE CURVE TABLE)
- L6 LINE (SEE LINE TABLE)
- 3165 S 490 W MONUMENT

40 0 40 80
SCALE IN FEET
1"=40' (24"x36" SIZE ONLY)

SEE SHEET 1 FOR CURVE AND LINE TABLES

PREPARED BY:
GATEWAY CONSULTING, inc.
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CONSTRUCTION MANAGEMENT

surveyor logo here

SHEET NO 2/2

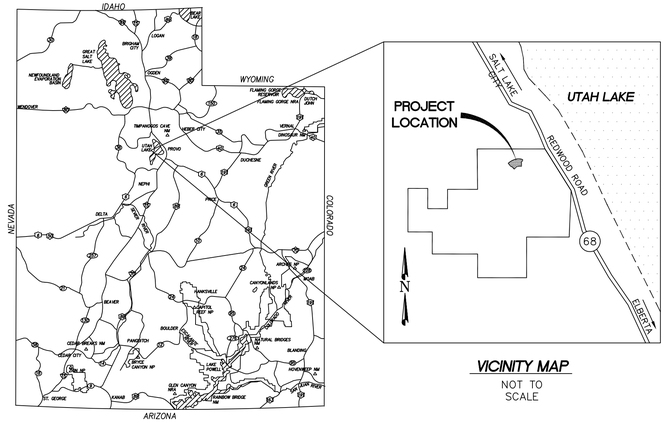
Date: SEPT 5, 2014
File: FOX HOLLOW N2 AMENDED PH3

"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 5 AMENDED"
PLANNED UNIT DEVELOPMENT

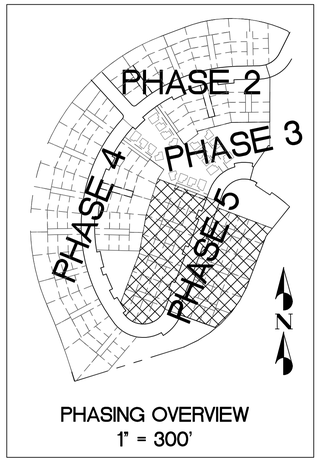
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

NARRATIVE: THE PURPOSE OF THIS PLAT AMENDMENT IS TO CHANGE THE PREVIOUS PUD TWIN HOME PLAT TO A SINGLE FAMILY DETACHED FORMAT. WILLOW CREEK DRIVE AND WAYMOND PARK DRIVE WILL REMAIN UNCHANGED IN ALIGNMENT, OWNERSHIP, AND DEDICATIONS.

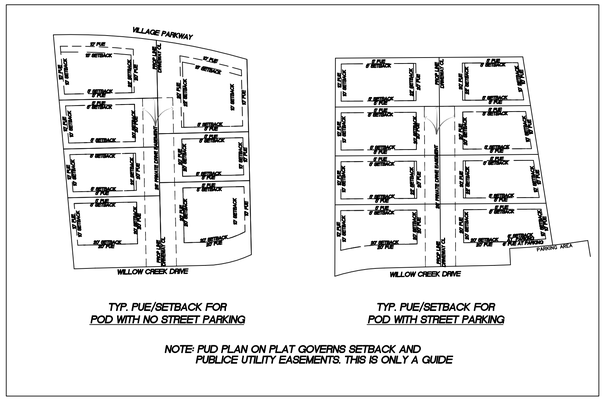
THIS PLAT AMENDS THE PREVIOUS PLAT, AS RECORDED _____ ENTRY# _____ BOOK _____ PAGE _____ IN UTAH COUNTY UTAH.



VICINITY MAP
NOT TO SCALE



PHASING OVERVIEW
1" = 300'



TYP. PUE/SETBACK FOR POD WITH NO STREET PARKING

TYP. PUE/SETBACK FOR POD WITH STREET PARKING

NOTE: PUD PLAN ON PLAT GOVERNS SETBACK AND PUBLICE UTILITY EASEMENTS. THIS IS ONLY A GUIDE

NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.
"APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(C)(ii)

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**QWEST**
APPROVED THIS _____ DAY OF _____,A.D. 20____	APPROVED THIS _____ DAY OF _____,A.D. 20____
COMCAST CABLE TELEVISION	QWEST

PROJECT ENGINEER:
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CONSTRUCTION MANAGEMENT

PLAT 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 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 area 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 area responsible for ensuring that impact and connection fees are paid and water rights area 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 area to be installed by owner and maintained by Home Owners Association (HOA) unless specifies otherwise on each improvement.
8) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.
9) There are private streets in this development phase.
10) Lots area subject to CC&R's.
11) ALL Public utility easements (PUE) are also drainage easements.
12) Parks, Common Area, and open spaces are not dedicated to the public, but are owned and maintained by the Home Owners Association.
13) Prior to any building permit being issued, soil testing to lot soil studies may be required on each lot as determined and required by the the City of Saratoga Springs Building Official.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C310	16.78'	253.72'	16.78'	N33°33'00"W	3°47'21"
C311	11.91'	604.69'	11.91'	S37°05'37"E	1°07'43"
C312	151.48'	97.00'	136.55'	S82°23'18"E	89°28'35"
C313	54.52'	97.00'	53.80'	N36°46'19"E	32°12'12"
C314	22.84'	599.00'	22.84'	S35°26'41"E	2°11'04"

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT '1'", AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

PREPARED FOR

FLAGSHIP HOMES
170 s INTERSTATE PLAZA DR
LEHI UT 84045

STATE PLANE COORDINATES ARE SHOWN PER "STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN" ON RECORD IN UTAH COUNTY.

SHEET NO
1/2

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 795.14feet, North 00°17'21" East along the section line and 2,371.44 feet, East from the Southwest corner of said Section 12, and running thence North 70°10'17" West, 157.59 feet; thence North 69°19'47" West, 70.00 feet to a 97.00-foot radius curve to the right; thence southwesterly 199.65 feet along the arc of said curve through a central angle of 117°55'38" (chord bears South 83°23'10" West, 166.23 feet) to the point of compound curvature with a 613.00-foot radius curve to the right; thence northwesterly 11.91 feet along the arc of said curve through a central angle of 01°06'48" (chord bears North 37°05'37" West, 11.91 feet); thence North 53°27'47" East, 14.00 feet to a 599.00-foot radius curve to the right; thence northwesterly 50.90 feet along the arc of said curve through a central angle of 04°52'07" (chord bears North 34°06'09" West, 50.89 feet); thence North 20°40'13" East, 222.54 feet; thence North 10°11'00" East, 162.67 feet; thence North 17°51'08" East, 160.15 feet; thence South 69°19'47" East, 276.48 feet; thence South 20°40'13" West, 24.94 feet; thence South 69°19'47" East, 245.89 feet; thence South 38°42'03" West, 42.11 feet; thence South 20°48'27" West, 229.52 feet; thence South 27°43'35" West, 61.78 feet; thence South 35°14'16" West, 61.89 feet; thence South 42°45'21" West, 61.89 feet; thence South 50°16'25" West, 61.89 feet; thence South 57°47'30" West, 61.89 feet; thence South 64°28'54" West, 61.95 feet to the point of beginning.

Contains 5.68 acres, more or less.

SURVEYOR NAME LICENSE No. DATE:

OWNER'S DEDICATION

Know all men by these presents that _____, the _____undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 5 AMENDED" PLANNED UNIT DEVELOPMENT** *do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.*
In witness whereof _____have hereunto set _____this day of_____ , A.D. 20____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
County of Utah }
On the _____day of _____, A.D. 20_____ , personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) 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 IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE_____DAY OF_____A.D. 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.

NOTARY PUBLIC
MY COMMISSION EXPIRES RESIDING IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES OF THE PERPETUAL USE OF THE PUBLIC. THIS_____DAY OF_____A.D. 20_____ .

CITY MAYOR ATTEST _____
CITY RECORDER (SEE SEAL BELOW)

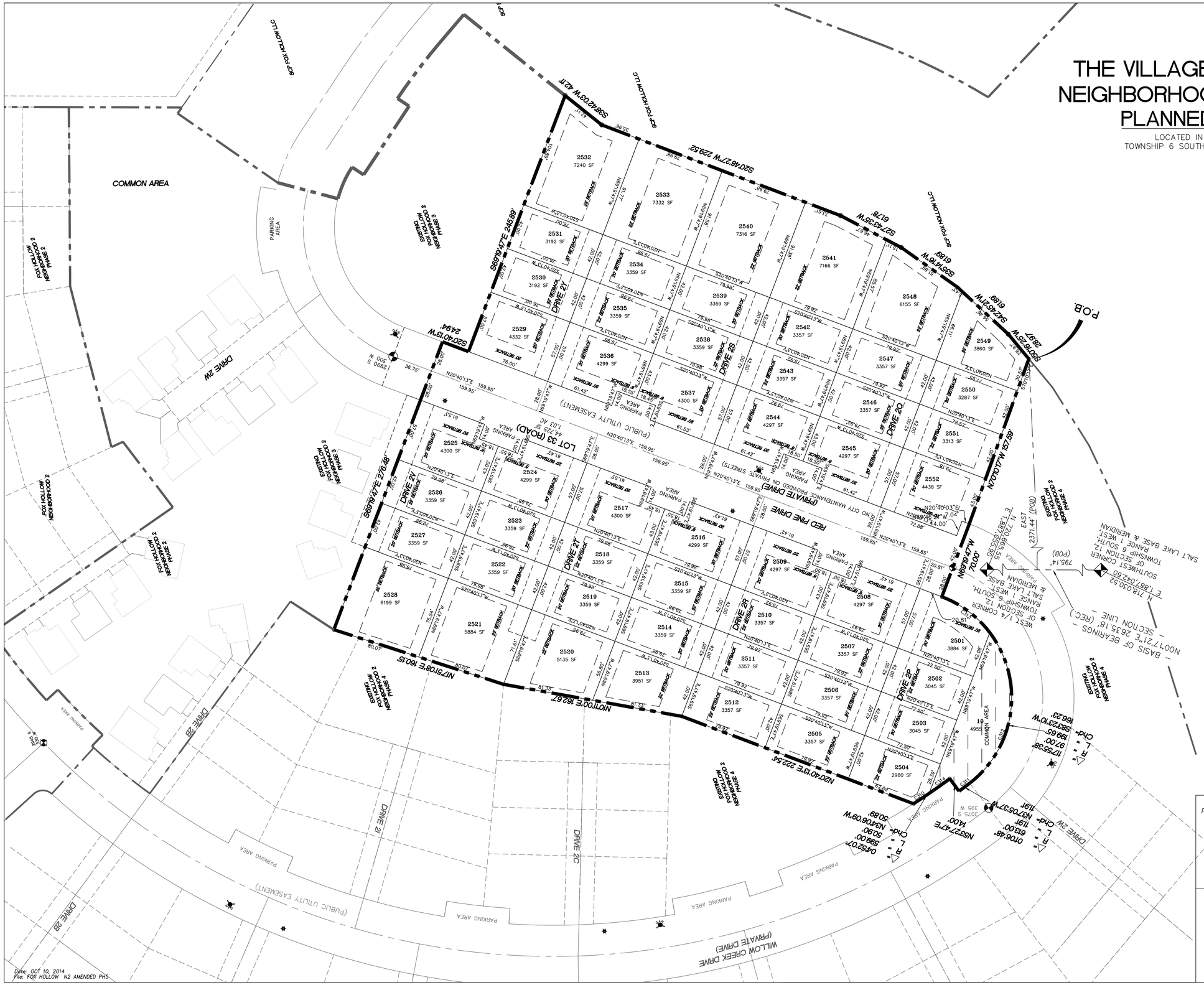
"THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 5 AMENDED"
PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR OF RECORD:	FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE	CORPORATE SEAL	SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
	APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____,A.D. 20____	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____,A.D. 20____	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____,A.D. 20____					
	CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE					

Date: OCT 10, 2014

THE VILLAGE OF FOX HOLLOW PLAT
NEIGHBORHOOD "2-PHASE 5 AMENDED"
PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



40 0 40 80
SCALE IN FEET
1"=40' (24"x36" SIZE ONLY)

SEE SHEET 1 FOR CURVE AND LINE TABLES

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- 30% and GREATER SLOPES
- COMMON AREA (PUBLIC UTILITY)
- PRIVATE (HOUSE)
- LIMITED COMMON (PORCHES AND DRIVEWAYS)
- C156 CURVE (SEE CURVE TABLE)
- L6 LINE (SEE LINE TABLE)
- 3165 S 490 W MONUMENT

SHEET NO 2/2

PREPARED BY:
GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
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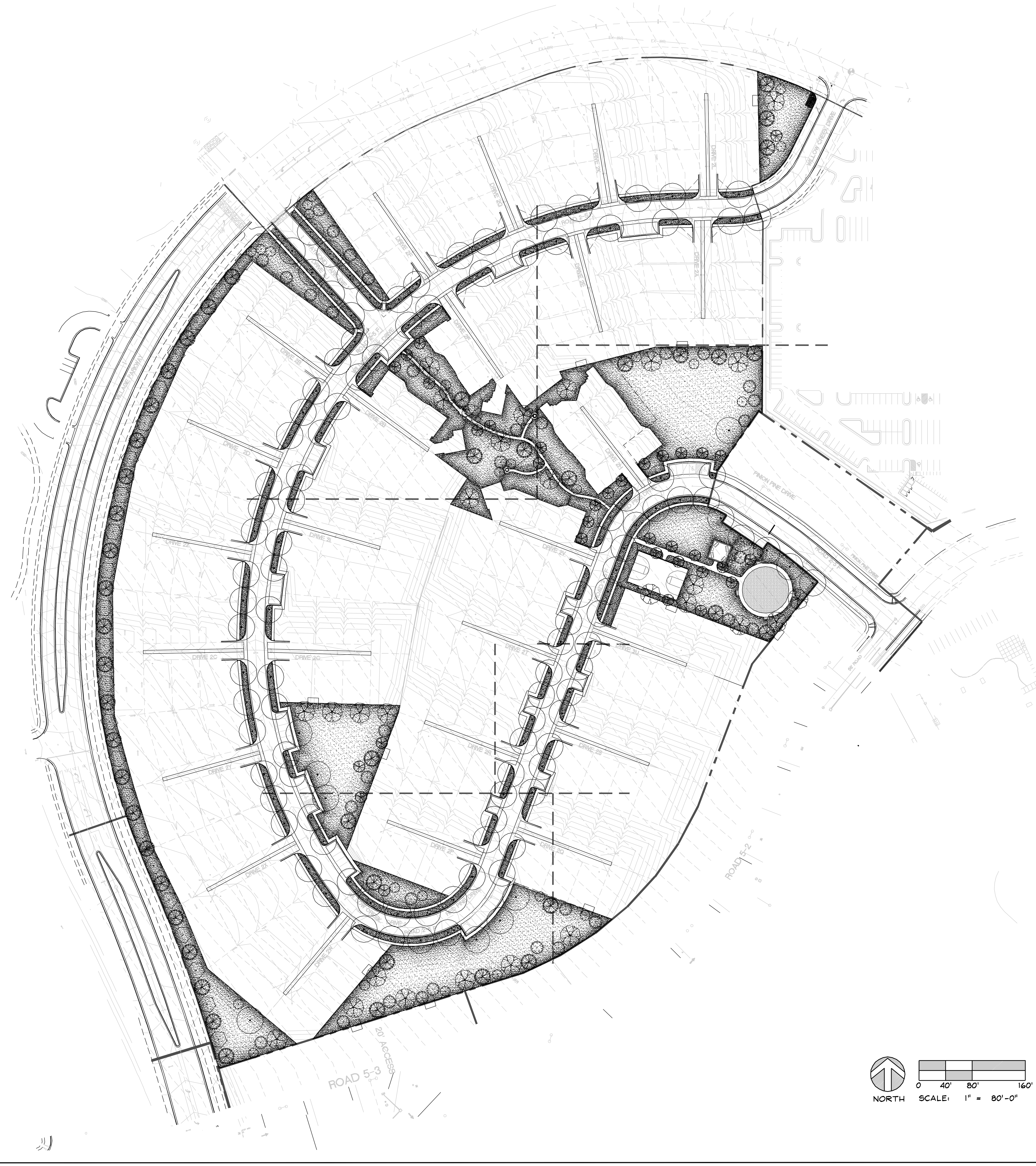
CONSTRUCTION MANAGEMENT

surveyor logo here

Date: OCT 10, 2014
File: FOX HOLLOW N2 AMENDED PH5

OVERALL LANDSCAPE PLAN

A



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consultant:

project

Fox Hollow Neighborhood II (Flagship Homes)

Saratoga Springs, UT

date

OCTOBER 13, 2014

revisions

data

asd project no: 14077

title

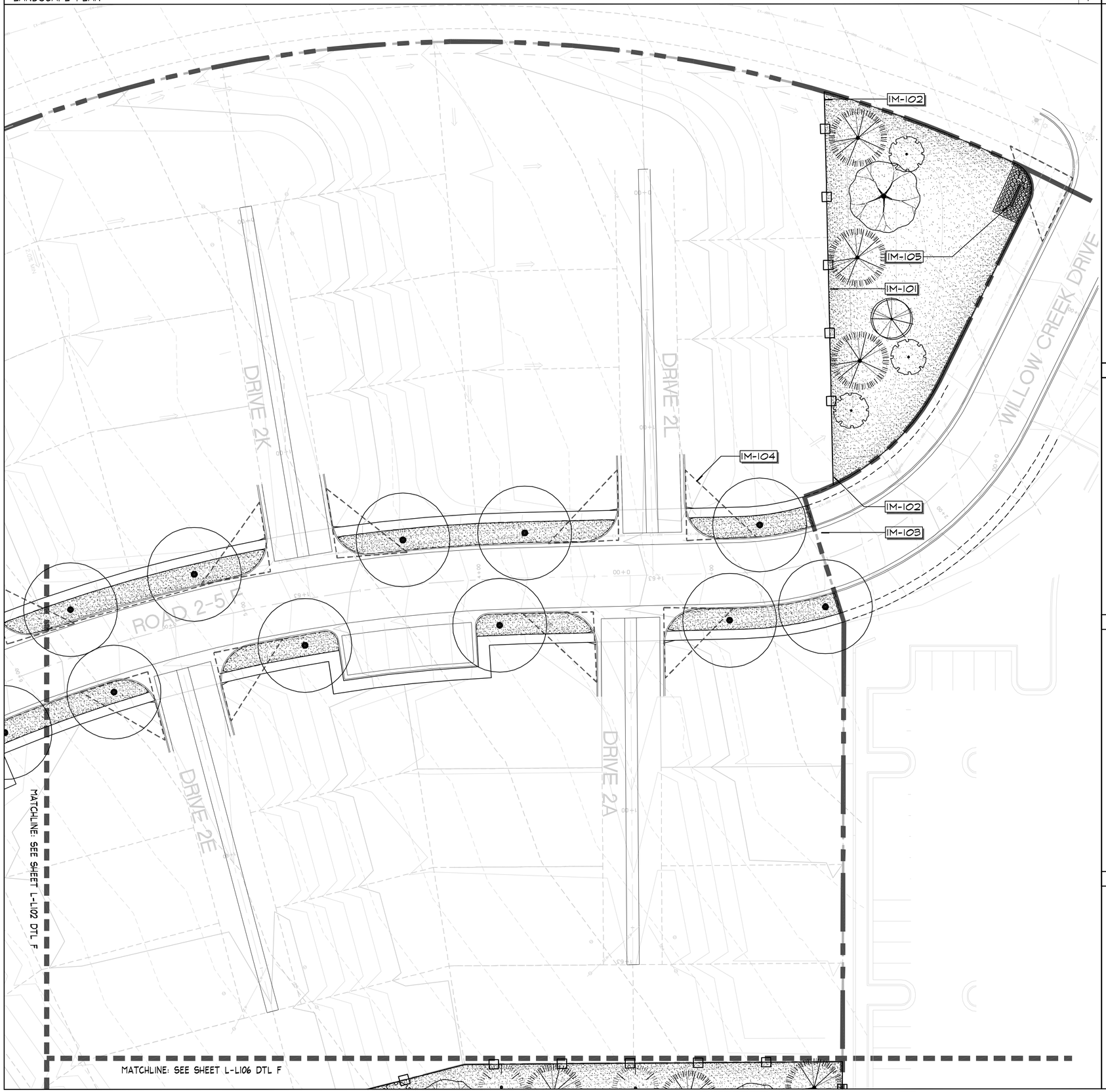
OVERALL LANDSCAPE PLAN

sheet

L-L100

File : E:\14077_Fox Hollow Neighborhood 2\Cadd\PLANTING.dwg Oct 13, 2014-2:24pm

LANDSCAPE PLAN (F)



PLANT SCHEDULE (A)

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL/SIZE	QTY*
	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	B & B	2"Cal	34
	Gymnocladus dioica	Kentucky Coffee Tree	B & B	2"Cal	28
	Liquidambar styraciflua 'Rotundiloba' TM	Round-Lobed Sweet Gum	B & B	2"Cal	23
	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2"Cal	25
	Picea pungens 'Colorado Green'	Green Spruce	B & B	6'	23
	Pinus nigra	Austrian Black Pine	B & B	6'	44
	Ulmus parvifolia	Lacebark Elm	B & B	2"Cal	116

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
HM	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	30
SN	Salvia nemorosa	Perenial Salvia	1 gal	14
ZO	Zauschneria garrettii 'Orange Carpet'	Hummingbird Trumpet	1 gal	22

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	
	Poa pratensis	Turf-Grass	sod	242,344 SF

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REFERENCE SCHEDULE NOTES (C)

SYMBOL	SITE IMPROVEMENTS DESCRIPTION
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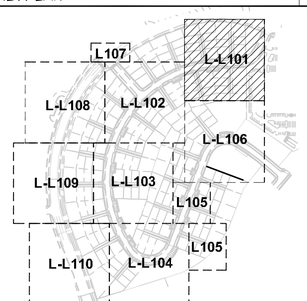
SCALE & NORTH ARROW (E)

NORTH

0 10 20 40

SCALE: 1" = 20'-0"

KEYPLAN (D)



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asd project no: 14077

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LANDSCAPE PLAN

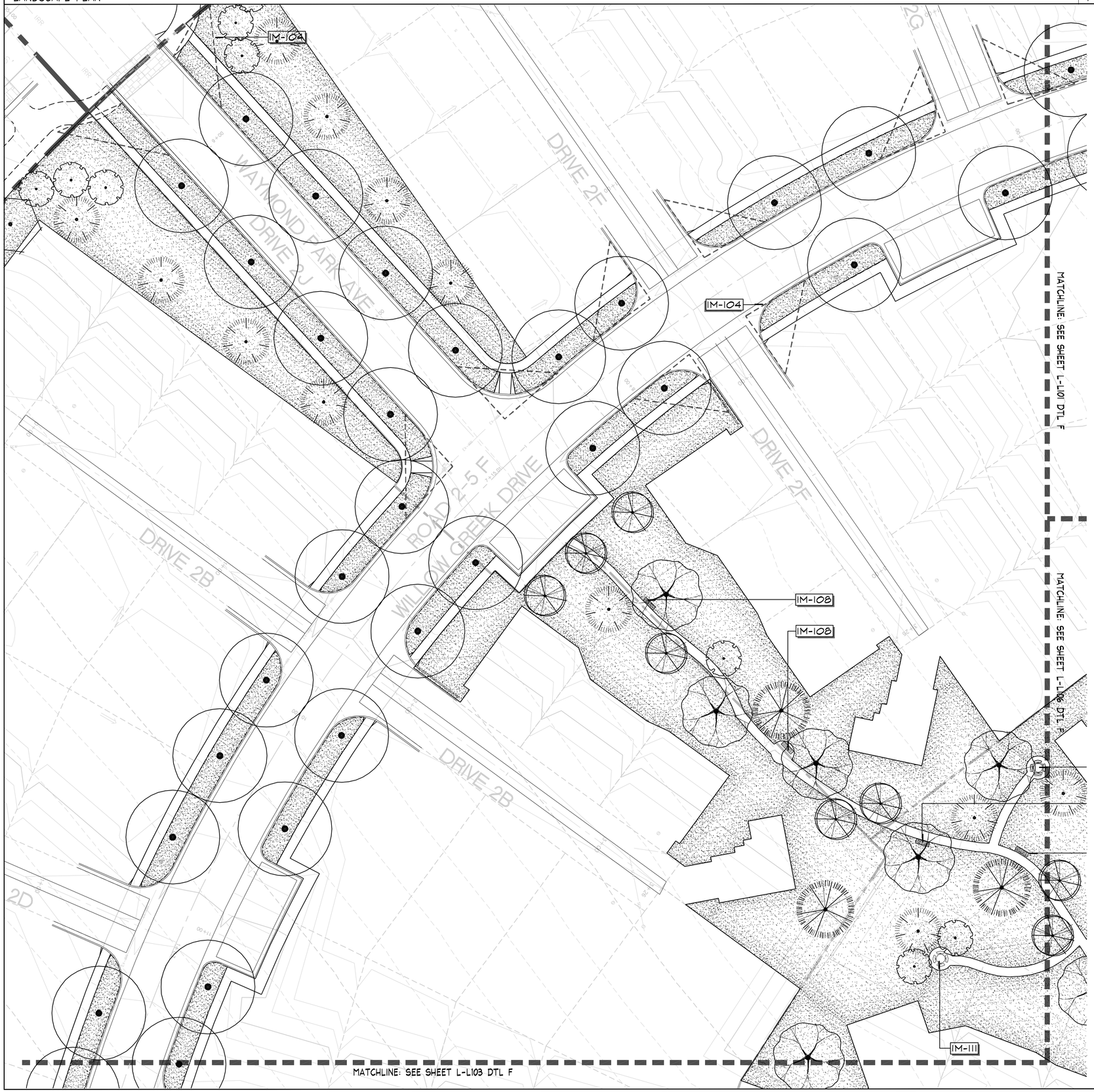
sheet

L-L101

File : E:\14077_Fox Hollow Neighborhood 2\Cadd\PLANTING.dwg Oct 13, 2014-2:25pm

LANDSCAPE PLAN

F



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GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	
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SCALE & NORTH ARROW

E

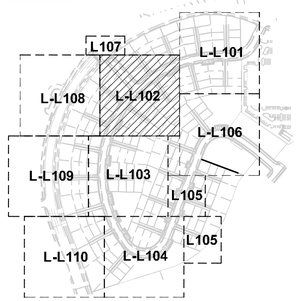
NORTH

SCALE: 1" = 20'-0"

0 10 20 40

KEYPLAN

D



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asd project no: 14077

title

LANDSCAPE PLAN

sheet

L-L102

File : E:\14077_Fox Hollow Neighborhood 2\Cadd\PLANTING.dwg Oct 13, 2014-2:25pm

LANDSCAPE PLAN

F

PLANT SCHEDULE

A

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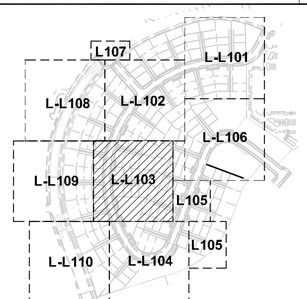

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LANDSCAPE PLAN

sheet

L-L103

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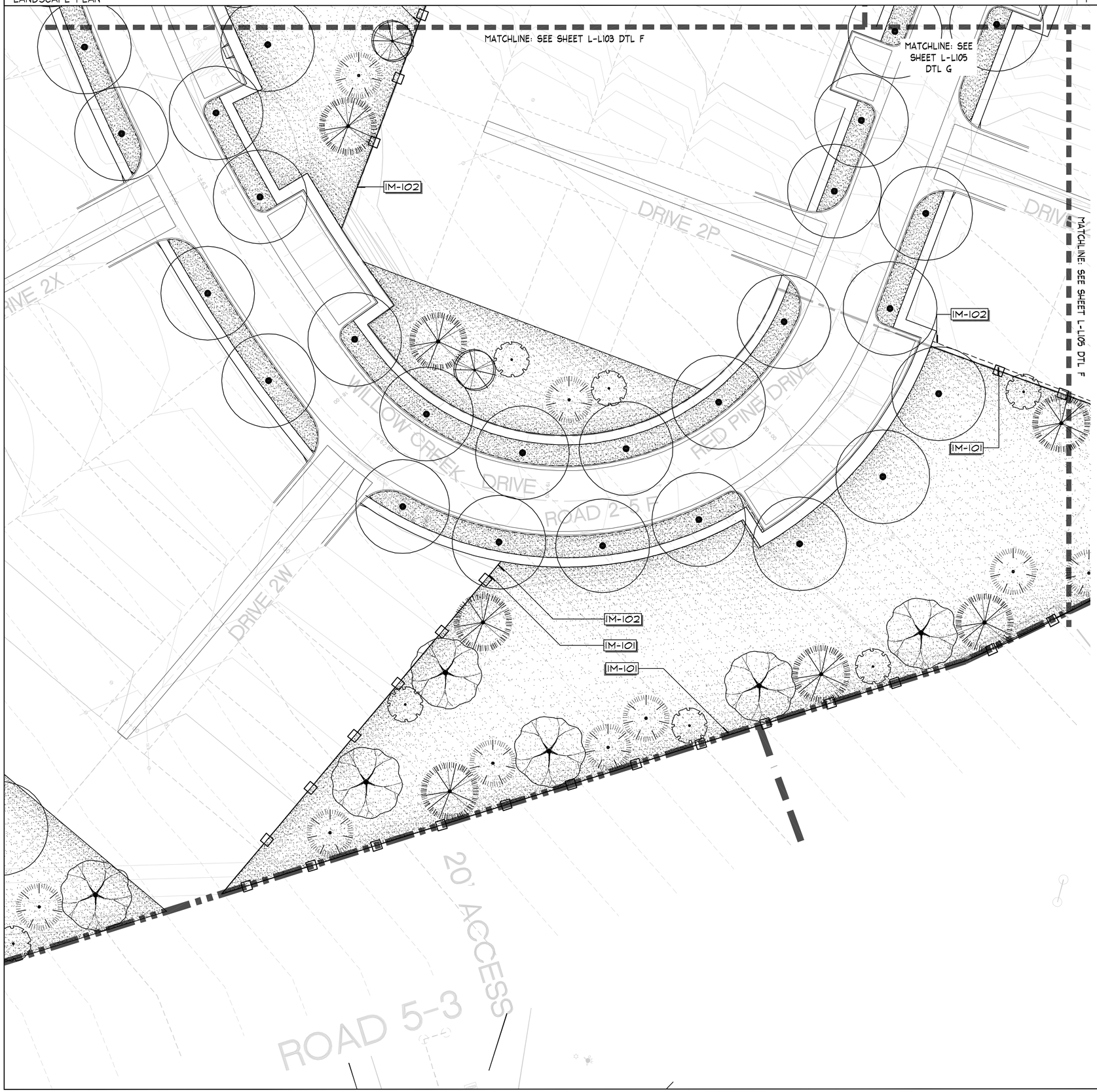
LANDSCAPE PLAN

F



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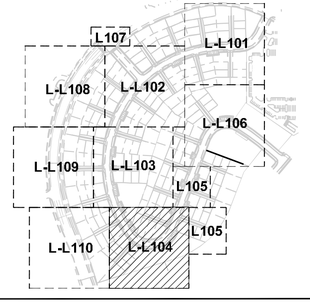

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consultant:

project

Fox Hollow Neighborhood II (Flagship Homes)

Saratoga Springs, UT

date

OCTOBER 13, 2014

revisions

data

asd project no: 14077

title

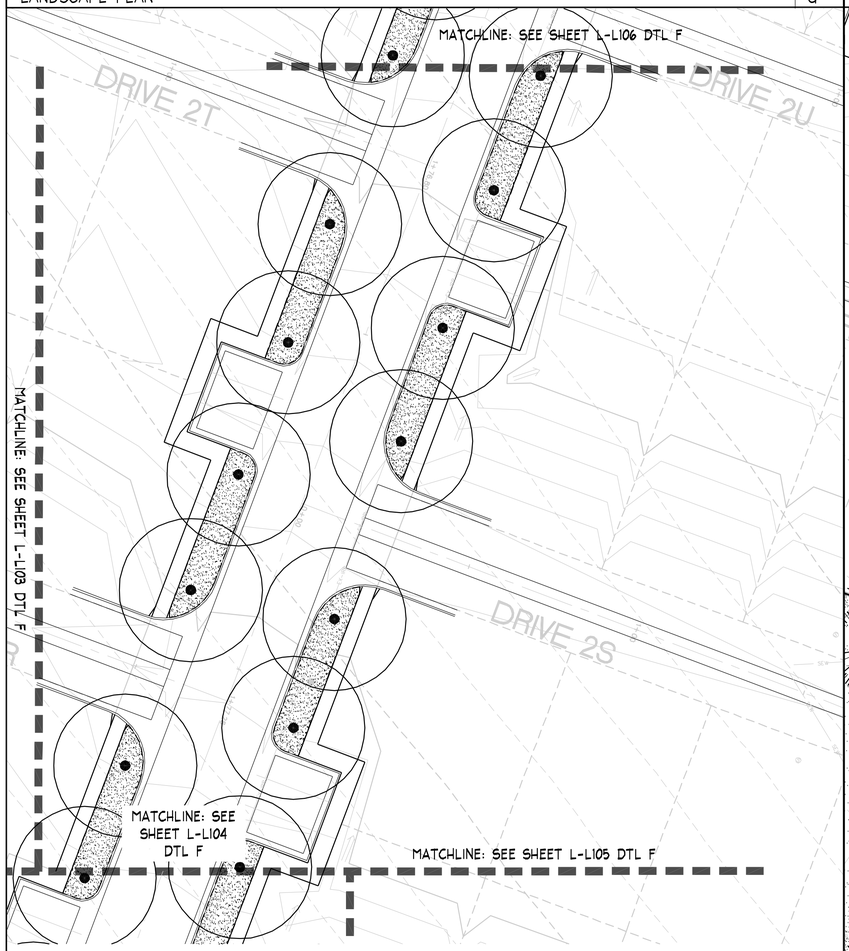
LANDSCAPE PLAN

sheet

L-L104

File : E:\14077_Fox Hollow Neighborhood 2\Cadd\PLANTING.dwg Oct 13, 2014-2:26pm

LANDSCAPE PLAN G



LANDSCAPE PLAN F

PLANT SCHEDULE A

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL/SIZE	QTY*
	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	B & B	2"Cal	34
	Gymnocladus dioica	Kentucky Coffee Tree	B & B	2"Cal	28
	Liquidambar styraciflua 'Rotundiloba' TM	Round-Lobed Sweet Gum	B & B	2"Cal	23
	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2"Cal	25
	Picea pungens 'Colorado Green'	Green Spruce	B & B	6'	23
	Pinus nigra	Austrian Black Pine	B & B	6'	44
	Ulmus parvifolia	Lacebark Elm	B & B	2"Cal	116

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
HM	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	30
SM	Salvia nemorosa	Perenial Salvia	1 gal	14
ZO	Zauschneria garrettii 'Orange Carpet'	Hummingbird Trumpet	1 gal	22

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	
	Poa pratensis	Turf-Grass	sod	242,344 SF

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PLANTING NOTES B

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REFERENCE SCHEDULE NOTES C

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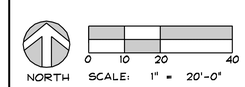
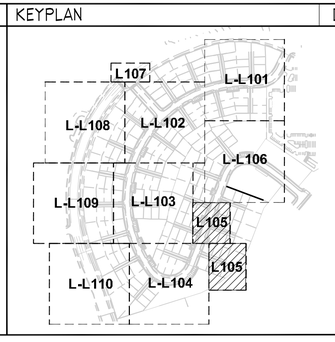
SCALE & NORTH ARROW E



KEYPLAN D



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project

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Saratoga Springs, UT

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revisions

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asd project no: 14077

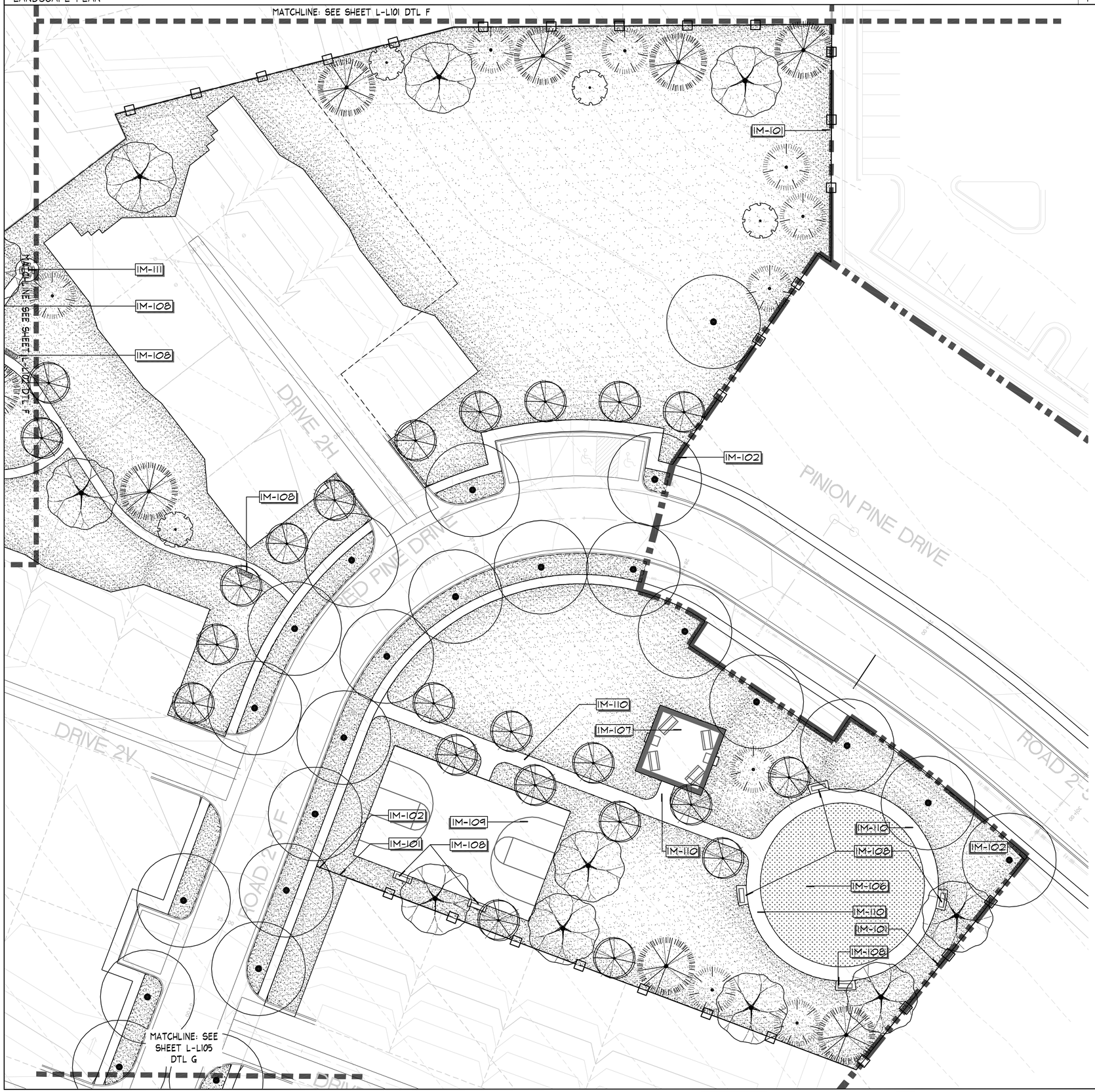
title
LANDSCAPE PLAN

sheet
L-L105

File : E:\14077_Fox Hollow Neighborhood 2\Cadd\PLANTING.dwg Oct 13, 2014-2:27pm

LANDSCAPE PLAN

F



PLANT SCHEDULE

A

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	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2"Cal	25
	Picea pungens 'Colorado Green'	Green Spruce	B & B	6'	23
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SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
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GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	
	Poa pratensis	Turf-Grass	sod	242,344 SF

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REFERENCE SCHEDULE NOTES

C

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SCALE & NORTH ARROW

E

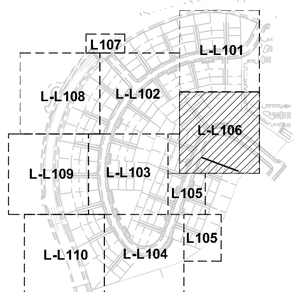
NORTH

0 10 20 40

SCALE: 1" = 20'-0"

KEYPLAN

D



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asd project no: 14077

title

LANDSCAPE PLAN

sheet

L-L106

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LANDSCAPE PLAN

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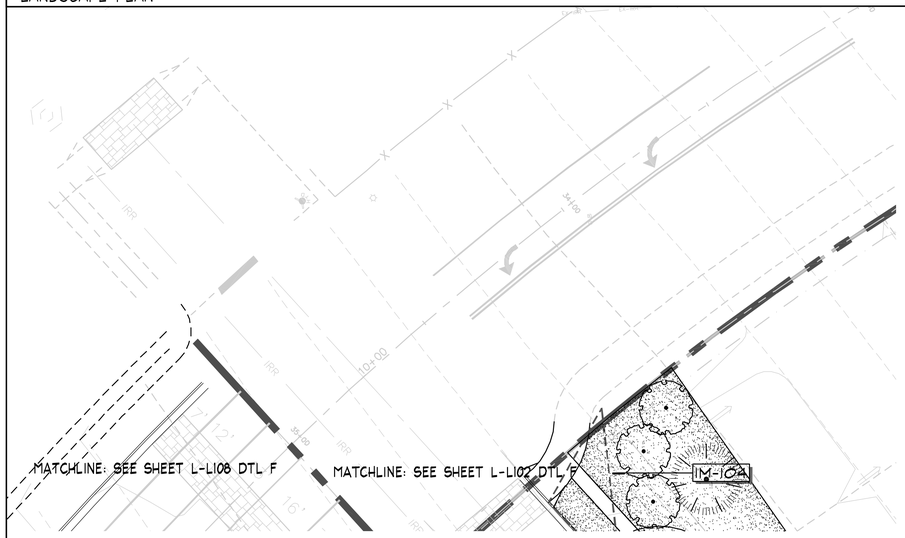

PLANT SCHEDULE

A

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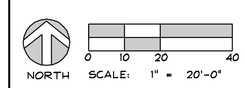

KEYPLAN

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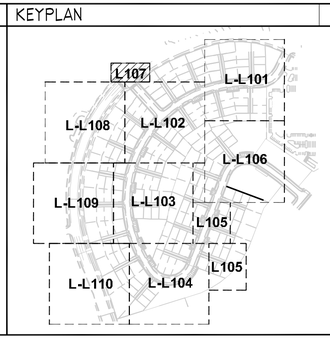

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LANDSCAPE PLAN

sheet

L-L107

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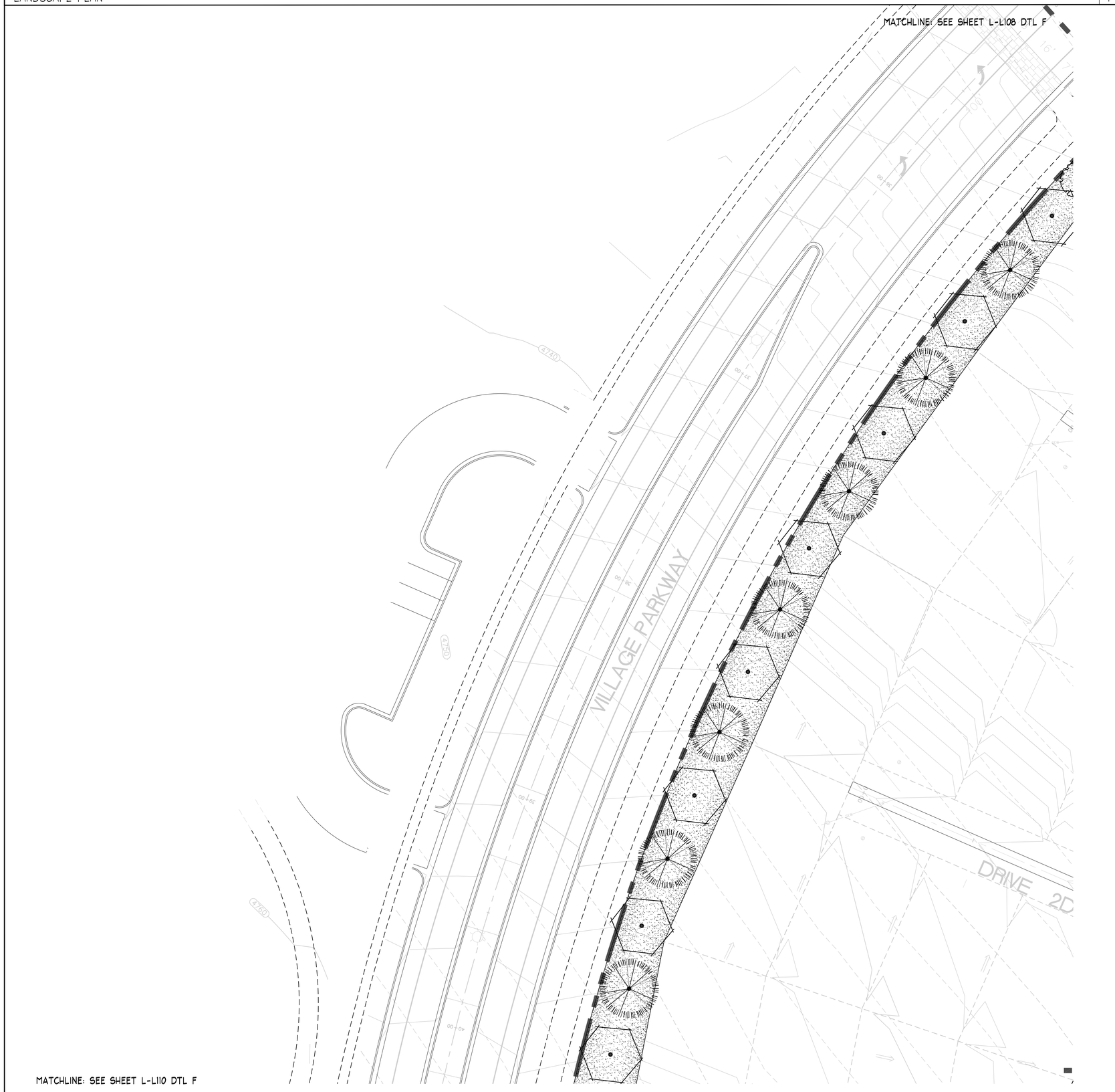
LANDSCAPE PLAN (F)



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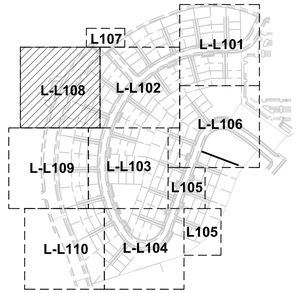
SCALE & NORTH ARROW (E)

NORTH

0 10 20 40

SCALE: 1" = 20'-0"

KEYPLAN (D)



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consultant:

project

Fox Hollow Neighborhood II (Flagship Homes)

Saratoga Springs, UT

date

OCTOBER 13, 2014

revisions

data

asd project no: 14077

title

LANDSCAPE PLAN

sheet

L-L108

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LANDSCAPE PLAN

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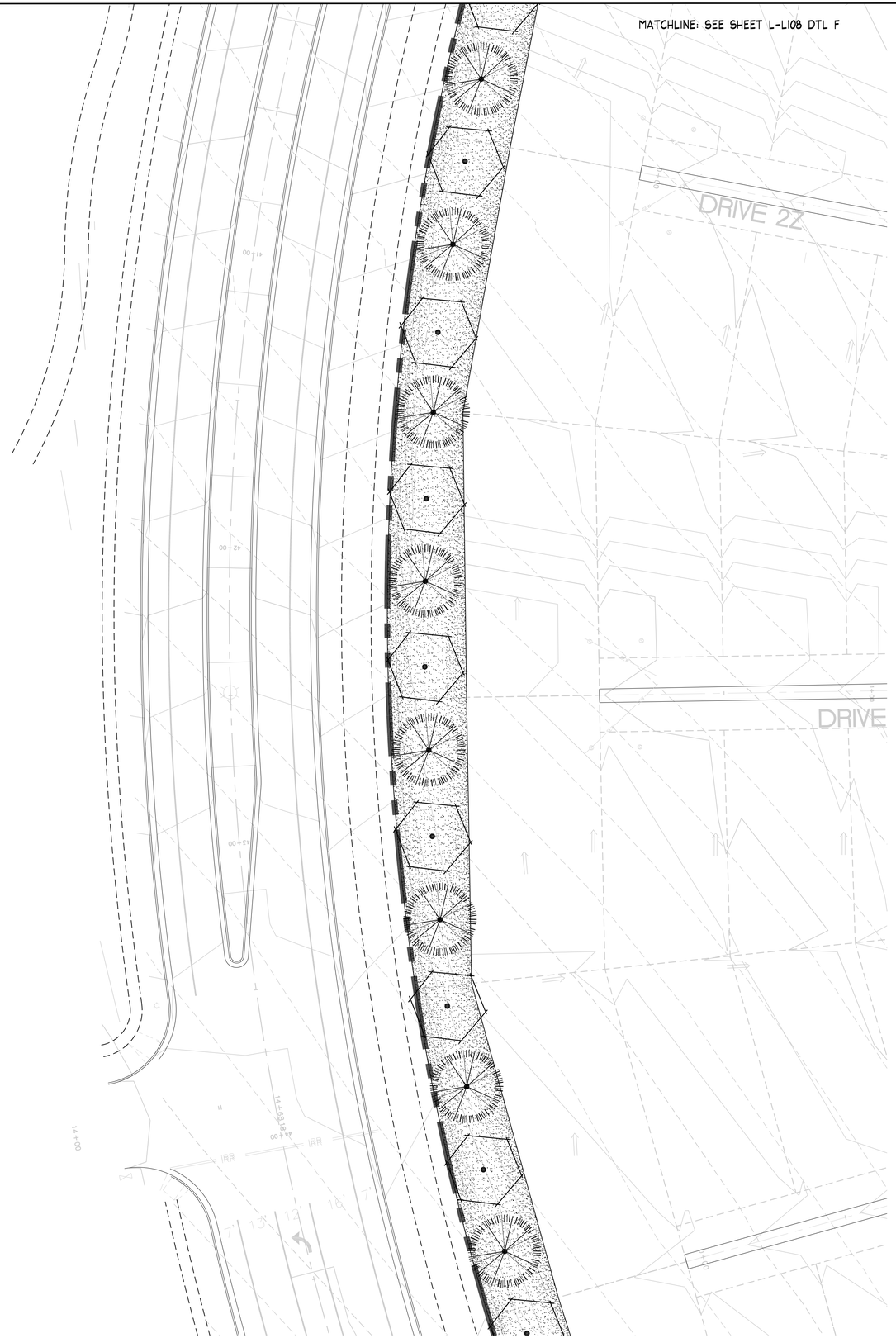

PLANT SCHEDULE

A

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL/SIZE	QTY*
	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	B & B	2"Cal	34
	Gymnocladus dioica	Kentucky Coffee Tree	B & B	2"Cal	28
	Liquidambar styraciflua 'Rotundiloba' TM	Round-Lobed Sweet Gum	B & B	2"Cal	23
	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2"Cal	25
	Picea pungens 'Colorado Green'	Green Spruce	B & B	6'	23
	Pinus nigra	Austrian Black Pine	B & B	6'	44
	Ulmus parvifolia	Lacebark Elm	B & B	2"Cal	116

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
hl	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	30
sn	Salvia nemorosa	Perenial Salvia	1 gal	14
zg	Zauschneria garrettii 'Orange Carpet'	Hummingbird Trumpet	1 gal	22

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	
	Poa pratensis	Turf-Grass	sod	242,344 SF

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

PLANTING NOTES

B

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2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNERS REP. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT.
4. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE UPON DELIVERY TO THE SITE, AND PRIOR TO INSTALLATION. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS. IF DISCREPANCIES ARISE BETWEEN ACTUAL PLANTING AREA SIZES IN THE FIELD AND THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY FOR MATERIALS RELOCATION.
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REFERENCE SCHEDULE NOTES

C

SYMBOL	SITE IMPROVEMENTS DESCRIPTION
IM-101	6' TALL SOLID VINYL FENCE, BEIGE, SEE SHEET L-L501 DETAILS G AND H. FENCE TO BE INSTALLED BY DEVELOPER, TYP.
IM-102	REDUCE HEIGHT OF VINYL FENCE TO 3 FEET TALL FROM SIDEWALK TO 25 FEET BACK INTO PROPERTY, TYP.
IM-103	LIMIT OF WORK LINE, TYP.
IM-104	SIGHT TRIANGLE, TYP.
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IM-106	INSTALL TOT LOT PER OWNER.
IM-107	INSTALL PAVILION, REFER TO SHEET L-L501 DTL I.
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SCALE & NORTH ARROW

E

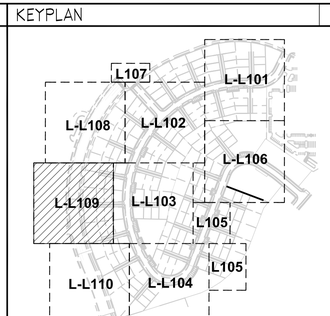
NORTH

0 10 20 40

SCALE: 1" = 20'-0"

KEYPLAN

D



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LANDSCAPE PLAN

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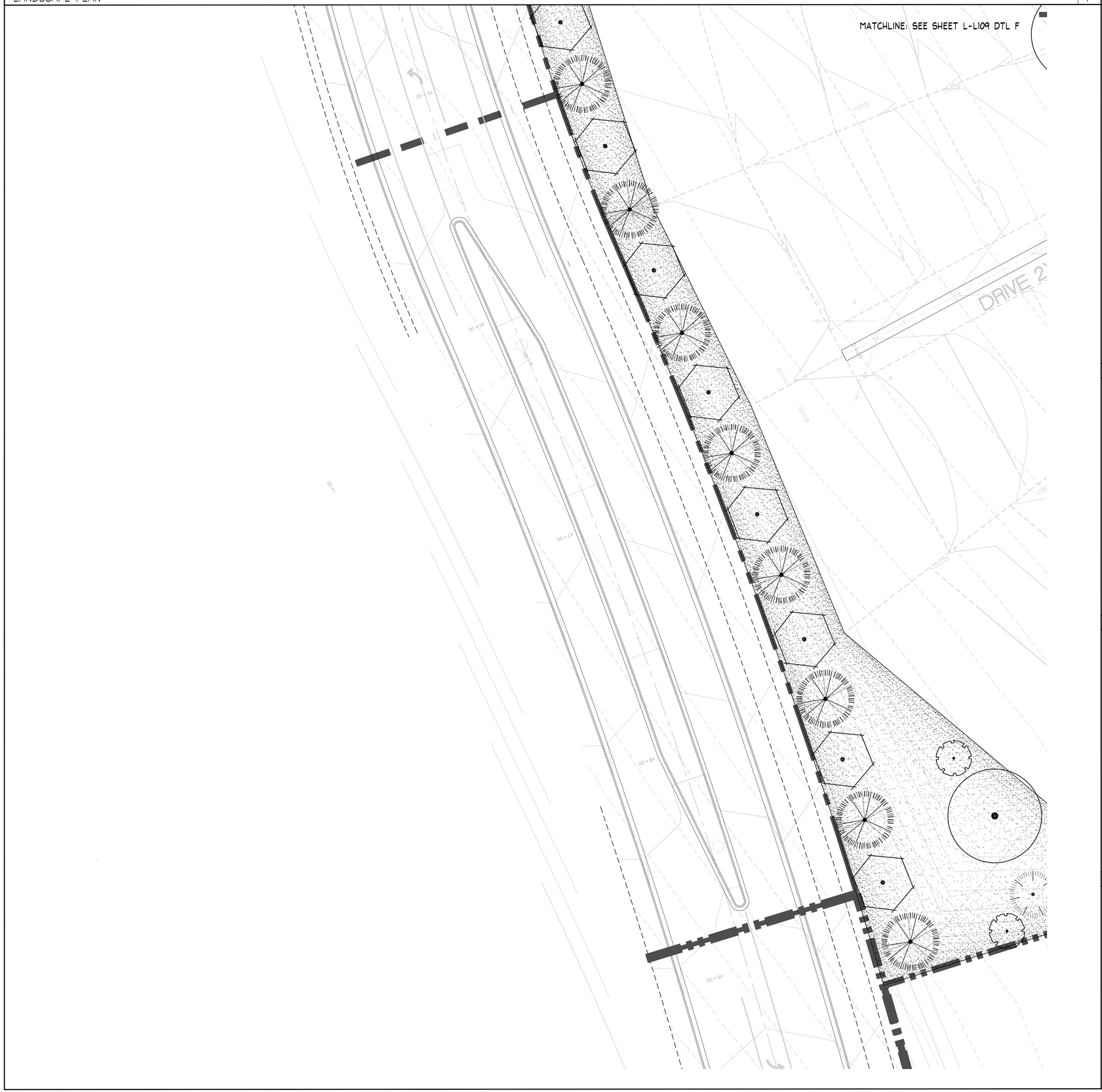

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E

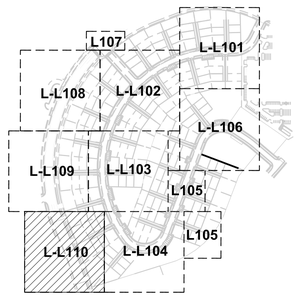
NORTH

0 10 20 40

SCALE: 1" = 20'-0"

KEYPLAN

D



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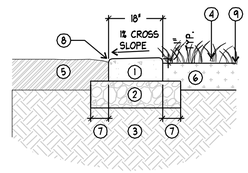
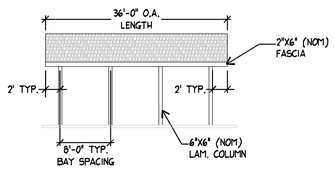


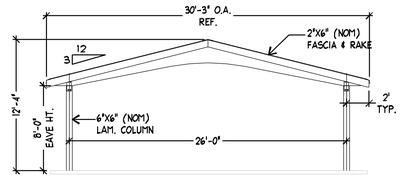
1. 5"-THICK CONCRETE MOW CURB
2. 4"-THICK COMPACTED ROADBASE
3. COMPACTED SUBGRADE
4. TURF OR SEED MIX, SEE PLANTING PLAN
5. PLANTING BED WITH MULCH, SEE PLANTING PLAN
6. AMENDED TOPSOIL - SEE SPECS.
7. EXTEND COMPACTED ROADBASE MIN. 4" BEYOND MOW CURB
8. EDGES 1/2" RADIUS , TYP.
9. FINISHED GRADE, SEE GRADING PLAN

H CONCRETE MOW CURB FENCE SECTION DETAIL

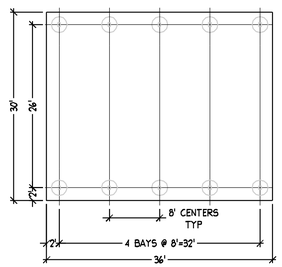
SCALE: NTS — SECTION



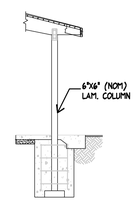
SIDE ELEVATION



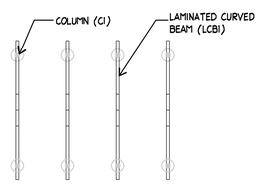
ELEVATION LAYOUT



ANCHOR BOLT LAYOUT



COLUMN DETAIL

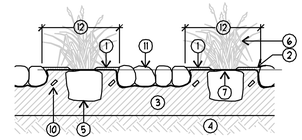


FRAME LAYOUT

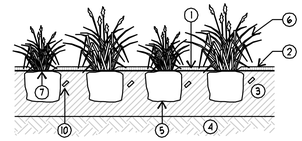
NOTES:
1. PAVILION SHALL BE LITCHFIELD SITE SHELTER, LAMINATED WOOD CURVED BEAM SERIES, 30'X60', RECTANGULAR GABLE OR APPROVED EQUAL, SEE SPECIFICATIONS.
2. PROVIDE POWER INSIDE COLUMNS FOR LIGHTING AND ELECTRICAL OUTLETS PER SALT LAKE COUNTY STANDARDS, SEE ELECTRICAL DRAWINGS.
3. SPRAY ALL EXPOSED WOOD MEMBERS WITH ONE COAT OF CLEAR WOOD SEALANT

I PICNIC PAVILION

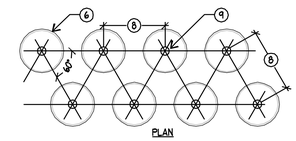
SCALE: NTS



SECTION - PLANTS IN ROCK MULCH



SECTION - PLANTS IN BARK MULCH



PLAN

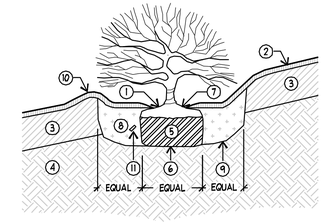
1. BARK MULCH BACK FROM PLANT
2. MULCH OVER WEED BARRIER - SEE SPECS.
3. AMENDED TOPSOIL- SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. IF PLANTS ARE POT-BOUND AT PLANTING TIME, LOOSEN THE ROOTS AROUND THE BOTTOM AND SIDES OF THE ROOT BALL
6. PLANT
7. BE SURE THE CROWN OF THE PLANT (THE POINT WHERE ROOTS AND TOP JOIN) IS EVEN WITH THE SOIL SURFACE
8. PLANT SPACING VARIES - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPECS.
11. ROCK MULCH, SEE PLANS FOR TYPE
12. MAINTAIN 12" DIA. RING OF BARK MULCH AROUND PLANTS LOCATED IN ROCK MULCH

NOTES:
1. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME
2. REMOVE ALL LABELS, WIRES, ETC. FROM PLANT.
3. WATER PLANTS THOROUGHLY FOLLOWING PLANTING TO SETTLE THE SOIL AROUND THE ROOTS.

D PERENNIAL / GROUNDCOVER

SCALE: NTS — SECTION/PLAN

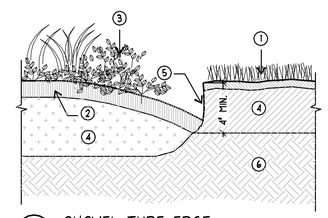
NOTES:
1. PLANT SHRUB PLUMB
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME. DO NOT PRUNE LEADER.
3. REMOVE ALL LABELS, WIRES, ETC. FROM SHRUB.



1. MULCH 1" TO 2" BACK FROM TRUNK
2. MULCH - SEE SPECS.
3. AMENDED TOPSOIL - SEE SPECS
4. UNDISTURBED SUBGRADE
5. IF THE SHRUB IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6. SET ROOTBALL ON UNDISTURBED SUBGRADE
7. TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8. MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL WITH 1/2 TOPSOIL BORROW FROM PIT AND 1/2 AMENDED TOPSOIL - SEE NOTES SHT. L-L101 DTL. G
9. ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
10. FORM WELL AT EACH PLANT USING TOPSOIL
11. FERTILIZER TABLET - SEE SPECS.

A SHRUB/GRASS

SCALE: NTS — SECTION

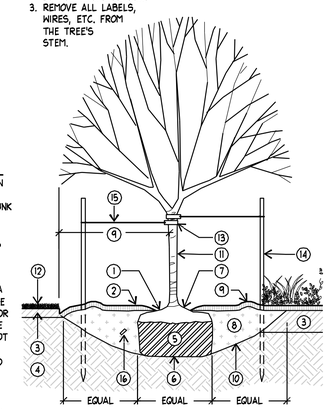


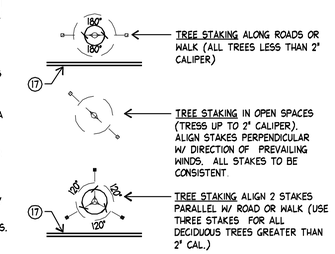
1. GRASS OR TURF
2. MULCH AS SPECIFIED
3. SHURB BED
4. TOPSOIL LAYER
5. SHOVEL EDGE
6. SUBGRADE

E SHOVEL TURF EDGE

SCALE: NTS — SECTION

NOTES:
1. PLANT TREE PLUMB.
2. PRUNE DEAD, DISEASED, DAMAGED, OR RUBBING BRANCHES AT PLANTING TIME.
3. REMOVE ALL LABELS, WIRES, ETC.





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3. AMENDED TOPSOIL- SEE SPECS
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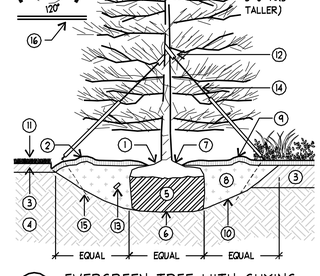
9. REMOVE SOD AT DRIPLINE OF TREE TO FORM TREE WELL OR A MIN. WIDTH OF 3'-0" DIA.
10. ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11. IF PLANTED IN LATE FALL, WRAP TRUNK, STARTING AT THE BOTTOM TO THE FIRST SET OF BRANCHES. REMOVE THE WRAP SPRING, AFTER THE LAST FROST. ONLY WRAP IF SUN HITS ITS TRUNK IN WINTER.
12. DO NOT PLANT LAWN IN TREE PIT
13. 3" OR WIDER NYLON WEBBING W/ METAL GROMMETS
14. 6'-0" X 2" DIA. ROUND WOOD STAKES, TWO PER TREE (THE STAKES SHALL BE PLUMB AND SET AT THE SAME HIEGHT)
15. DOUBLE STRAND PLIABLE NO. 10-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
16. FERTILIZER TABLET - SEE SPECS.
17. EDGE OF WALK OR CURB

B DECIDUOUS TREE WITH STAKING

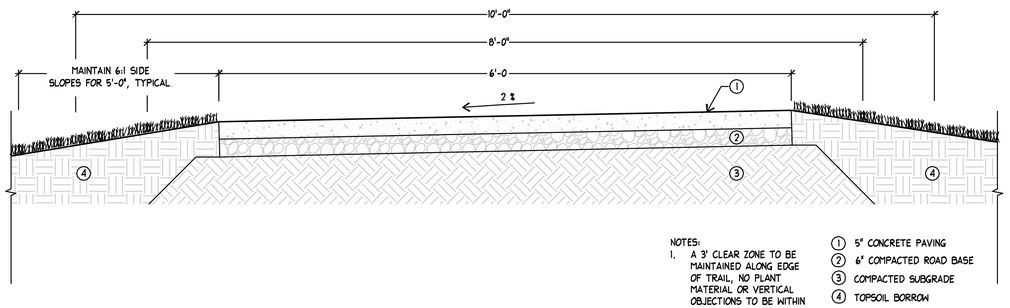
SCALE: NTS — SECTION



1. DOUBLE STRAND PLIABLE NO. 10-GAGE GALVANIZED STEEL WIRE OR VINYL-COATED STEEL WIRE, DO NOT PULL TAUT
2. 1/2" X 18" REBAR STAKES (THREE STAKES PER TREE)
3. EDGE OF WALK OR CURB
4. TREE GUYING ALIGN 2 GUYS PARALLEL W/ ROAD OR WALKS (USE THREE GUYS FOR ALL EVERGREEN TREES 6'-0" AND TALLER)
5. MULCH 1" TO 2" BACK FROM TRUNK
6. MULCH - SEE SPECS.
7. AMENDED TOPSOIL - SEE SPECS
8. UNDISTURBED SUBGRADE
9. IF THE TREE IS BALLED AND BURLAPPED (OR CONTAINED IN A WIRE BASKET), CUT AND REMOVE THE ROPE, STRING, WIRE, AND/OR WIRE BASKET FROM AROUND THE TRUNK AND TOP 1/3 OF THE ROOT BALL
6. SET ROOTBALL ON UNDISTURBED SUBGRADE
7. TRUNK FLAIR- SET 1" TO 2" ABOVE FINISH GRADE
8. MAKE THE HOLE WIDE, AS MUCH AS THREE TIMES THE DIAMETER OF THE ROOT BALL, BUT ONLY AS DEEP AS THE ROOT BALL. BACKFILL WITH 1/2 TOPSOIL BORROW FROM PIT AND 1/2 AMENDED TOPSOIL - SEE NOTES SHT. L-L501 DTL. G
9. REMOVE SOD AT DRIPLINE OF TREE TO FORM TREE WELL OR A MIN. WIDTH OF 3'-0" DIA.
10. ROUGHEN SIDES PRIOR TO BACKFILLING. SETTLE W/ WATER IN 12" LIFTS
11. DO NOT PLANT LAWN IN TREE PIT
12. 3" OR WIDER NYLON WEBBING W/ METAL GROMMETS
13. FERTILIZER TABLET - SEE SPECS.

F EVERGREEN TREE WITH GUYING

SCALE: NTS — SECTION

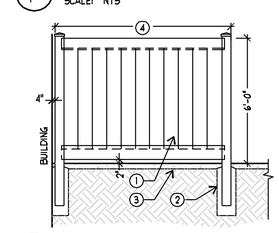


NOTES:
1. A 3' CLEAR ZONE TO BE MAINTAINED ALONG EDGE OF TRAIL, NO PLANT MATERIAL OR VERTICAL OBJECTIONS TO BE WITHIN THIS ZONE.

1. 5" CONCRETE PAVING
2. 6" COMPACTED ROAD BASE
3. COMPACTED SUBGRADE
4. TOPSOIL BORROW

J 6' CONCRETE PATH

SCALE: NTS — SECTION

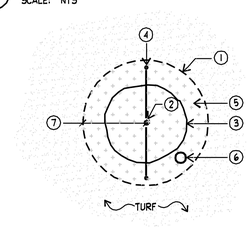


1. SOLID VINYL FENCE, BEIGE
2. CONCRETE FOOTING PER MANUFACTURER'S SPECS., TYP.
3. CONCRETE MOW CURB
4. LENGTH VARIES- SEE LANDSCAPE PLAN

NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

G SOLID VINYL FENCE

SCALE: NTS — SECTION



1. TURF EDGE
2. TREE TRUNK
3. ROOTBALL
4. STAKING SYSTEM- LOCATE STAKES WITHIN THE TURF EDGE
5. MULCH AS SPECIFIED
6. ACCENT LIGHTING- IF USED, LOCATE ACCENT LIGHTS WITHIN THE TURF EDGE
7. REMOVE SOD AT DRIPLINE OF TREE- MIN. WIDTH OF 3'-0" DIA.

C TREE IN TURF

SCALE: NTS — PLAN

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design
1058 East 2100 South
Salt Lake City, Utah 84106
office 801 . 487 . 4923
fax 801 . 466 . 3046
www.arcsitiodesign.com

consultant:

project

Fox Hollow Neighborhood II (Flagship Homes)

Saratoga Springs, UT

date

OCTOBER 13, 2014

revisions

data

asd project no: 14077

title

LANDSCAPE DETAILS

sheet

L-L501

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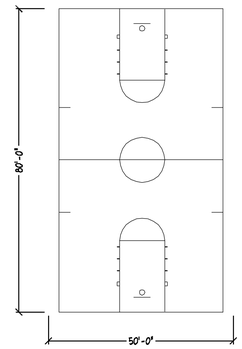
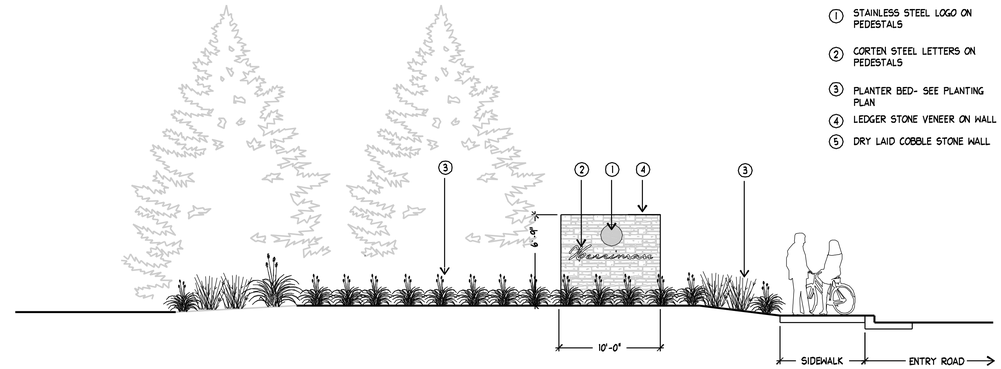


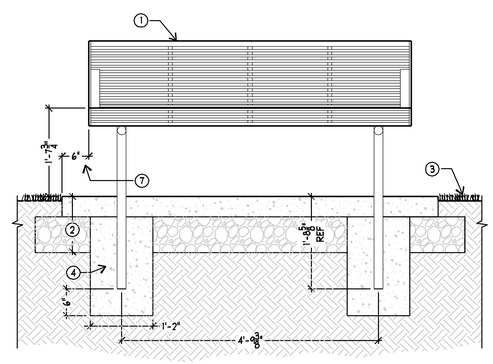
NOTES:
1. INSTALL BASKETBALL STANDARD PER MANUFACTURE'S SPECIFICATIONS

D BASKETBALL COURT
SCALE: NTS — PLAN

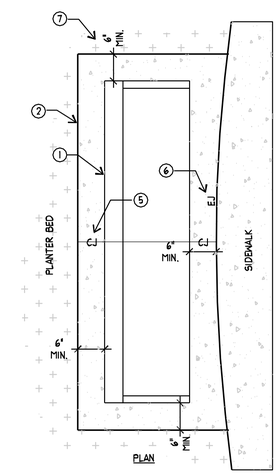


1. STAINLESS STEEL LOGO ON PEDESTALS
2. CORTEN STEEL LETTERS ON PEDESTALS
3. PLANTER BED- SEE PLANTING PLAN
4. LEDGER STONE VENEER ON WALL
5. DRY LAID COBBLE STONE WALL

A ENTRY SIGN
SCALE: NTS — ELEVATION



SECTION

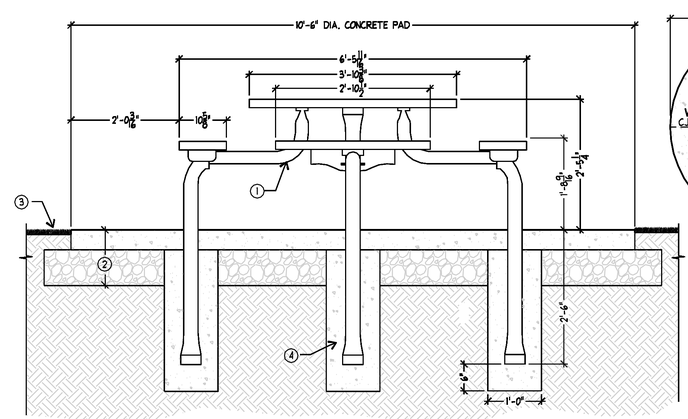


PLAN

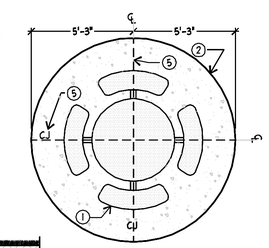
1. BENCH- SEE MATERIAL SCHEDULE (H / L-L12)
2. CONCRETE PAVING (NIC)
3. FINISH GRADE 1" BELOW PAVING
4. CONCRETE FOOTING PER MANUFACTURER'S SPECS., TYP.
5. CONTROL JOINT (NIC), TYP.
6. EXPANSION JOINT (NIC), TYP.
7. 6" MIN. DISTANCE- REFER TO THE PLANS FOR THE EXACT CONCRETE PAVING LAYOUT

NOTE:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

B BENCH
SCALE: NTS — SECTION/PLAN



SECTION



PLAN

1. TABLE- SEE MATERIAL LEGEND (A / L-P5)
2. CONCRETE PAVING (NIC)
3. FINISH GRADE 1" BELOW PAVING
4. CONCRETE FOOTING PER MANUFACTURER'S SPECS., TYP.
5. CONTROL JOINT (NIC), TYP.

NOTE:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

C PICNIC TABLE
SCALE: NTS — SECTION / PLAN

Arc Sitio Design, Inc
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revisions

data
asd project no: 14077

title

LANDSCAPE DETAILS

sheet

L-L502

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City Council
Staff Report

Riverbend Townhomes
Site Plan, Preliminary Plat, MDA Amendment
Tuesday, November 18, 2014
Public Hearing

Report Date:	Monday, November 10, 2014
Applicant:	Knowlton General, Aric Jensen
Owner:	Landrock, LLC
Location:	~900 North Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	58:032:0098, 8.26 acres
Parcel Zoning:	R-14
Adjacent Zoning:	MU, R-10, A
Current Use of Parcel:	Vacant
Adjacent Uses:	Residential, Vacant, Ag
Previous Meetings:	January, 2007 – CC, Final Plat & Development Agreement MDA – signed June 27, 2007 March 11, 2008 – Phase 2 Plat Amendment May 22, 2014 and June 3, 2014 – PC and CC MDA Extension Oct. 23, 2014 – PC: Site Plan, Preliminary Plat, MDA Amendment
Previous Approvals:	MDA – Signed June 27, 2007 Final Plat, phase 1 – recorded July 2, 2007 Final Plat, phase 2 – recorded August 2007 MDA Extension – approved June 3, 2014
Land Use Authority:	Site Plan, Preliminary & Final Plat: City Council
Future Routing:	City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant, Aric Jensen on behalf of the property owner, is requesting approval of a Site Plan and Preliminary Plat for the remaining units in the Riverbend Development. On June 3, 2014, the applicant received an extension to the Riverbend Master Development Agreement (MDA), along with modifications to the approved subdivision layout, to enable the development of remaining property in the Riverbend development. The application is for 62 duplex and triplex units in lieu of the 81 townhome units originally approved by the MDA on the remaining acreage.

Recommendation:

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

Kimber Gabryszak, AICP, Planning Director
kgabryszak@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

B. **Background:** The Riverbend Master Development Agreement (MDA) was approved in March of 2006 for a 122-unit condominium development as shown on the attached site plan (Exhibit 3). Phases 1 and 2, containing 40 units, were recorded in July and August of 2007, respectively.

The MDA was extended in June, 2014 for an additional seven year term (Exhibit 4). As part of the approval, the project was approved for 58 duplex and triplex units instead of townhome units. As part of the extension, existing road cross-sections and reduced setbacks were permitted to continue.

During the review process, it came to the City's attention that the originally approved road design was not functional, and would result in the road ending in the Jordan River. The applicant modified the plan to curve the road, and to offset costs, is requesting an additional modification to the MDA to allow the increase in density.

The Planning Commission held a public hearing on the MDA amendment, Site Plan, and Preliminary Plat on October 23, 2014. As the hearing was held after the completion of this report, minutes are not available and a Report of Action summarizing the Planning Commission meeting will be provided to the Council prior to the 18th.

C. **Specific Request:** The proposed plat exceeds the 58 units approved in the MDA extension, instead proposing 62 duplex and triplex units, and no townhome units, and a density of 7.5 units per acre. However, the proposal is still below the 81 units approved in the original MDA. The layout has been modified to reflect required alterations to Riverside Drive; as originally approved, the road would have ended in the Jordan River, therefore changes were made to shift the alignment and curve slightly westward. Several units were moved as a result of the realignment, and additional units added due to the availability of land previously designated as wetlands that are no longer so designated.

D. **Process:** Section 19.13.04 requires Preliminary Plats to be reviewed in a public hearing with the Planning Commission, with final decisions made by the City Council. The same process is called out for Site Plans. MDA amendments are also reviewed by the Planning Commission in a public hearing, with final approval by the City Council.

E. **Community Review:** These items were noticed for the public hearings with the Planning Commission; no public hearing is required with the City Council. Public comment provided at the Planning Commission meeting will be provided to the Council as part of the related Report of Action.

F. **General Plan:**

Land Use Designation: The General Plan Land Use Map identifies this property as High Density Residential. The section on the High Density Residential land use category description is as follows:

d. **High Density Residential.** The High Density Residential designation is intended to identify specific areas in the City where high levels of activity are anticipated and access to major transportation facilities is available.

Densities in the High Density Residential areas will typically range from 14 to 18 units per acre while they may reach as high as 24 units per acre in limited situations. Planned Unit Developments are encouraged in these areas.

Attention to design will be essential as site and structural plans are prepared for High Density projects. Properties developed in the High Density residential areas shall provide substantial amenities. The use of high quality materials in all aspects of High Density Residential developments construction will be mandatory.

Developments are to be characterized by a combination of stacked and side-by-side multi family structures with urban streets and Developed Open Space. Projects shall be designed so as to complement the surrounding land-uses. Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 18 dwelling units.

Staff analysis: consistent but low. The proposal contains 7.5 units per acre, which is below the range of 14-24 units identified in the General Plan, and consists of a side-by-side configuration.

Proposition 6: The recently approved amendment to the General Plan via the proposition limited specific unit types to a certain percentage of all units in the City. The category of 2 and 3 family dwellings, however, was not included. Additionally, the original MDA was approved and grandfathered in prior to the proposition, and even more intense unit types (townhomes) were considered and approved.

Staff analysis: consistent. The applicants have modified the plan to remove townhomes and include only two- and three-family dwellings, which are permitted under the proposition.

G. Code Criteria:

- 19.04, Land Use Zones – **Complies**
  - Zone – R-14
  - Use – Permitted
  - Density – max 14 u/ac, proposing ~7.5 u/ac
  - Setbacks
    - 5/10' side, 25' front.
    - 10' rear granted through MDA and MDA extension.
  - Lot width, depth, size, coverage
    - n/a, approved as footprint development through MDA
  - Dwelling/Building size – determined at time of building permit. Will exceed minimum of 800 sq.ft.
  - Height – below maximum of 35'.
  - Open Space / Landscaping – complies with MDA and percentages.
  - Sensitive Lands – potential wetlands, identified. City wetland study indicates less wetland area and will be verified prior to Final Plat for phase adjacent to the river. Preliminary plat shows the river trail being placed in wetlands; this must be corrected prior to the final plat for this phase.
  - Trash – provided with each unit.

- 19.05, Supplemental Regulations – **Complies with conditions**
  - Flood Plain – potential issues in phase closest to river. Shall be verified prior to Final Plat.
  - Trail appears to be placed in the wetlands, and must be relocated or redesigned to avoid wetlands.

- 19.06, Landscaping and Fencing – **Complies with conditions**
  - Planting Standards & Design – appears to comply with number, location, design, and caliper.
  - Amount – 20% landscaping required (1.7 acres required; 4.5 acres provided)
  - Fencing & Screening – No fencing proposed. Fencing plans for the detention basin must be provided, due to the location of steep slopes to residences.
  - Clear Sight Triangle – Identified and maintained.

- 19.09, Off Street Parking – **Complies**
    - Pedestrian Walkways & Accesses – provided.
    - Minimum Requirements – 2.25 per unit. Complies; 4 provided per unit, plus guest parking.

- 19.14.04, Urban Design Committee (met 10/13/2014) – **Complies**
    - Pleased with color palate and materials. Sufficient variety.
    - Requested that the garage doors have variety as shown in the elevations, and not end up plain as shown in photos of similar development elsewhere.
    - Trash, windows, pedestrian access, and landscaping appear to be addressed.

- 19.25, Lake Shore Trail – **Complies**
    - Not applicable. Concrete trail provided along river.

- 19.27, Addressing – **Complies with conditions**
    - Lot number should begin at 41 as 40 is used in plat 2.

Fire Department:
- Hydrant spacing shall not exceed 400' due to density.
- No on-street parking will be allowed in the drive isles of all the homes off of the main streets.
- Drive Isles shall be a minimum of 26' if they differ from street cross section standards.

Other Requirements:
- Pedestrian connectivity to the trail must be provided.
- Verification that the trail alignment will result in a functional trail connection to the south must be provided.
- Verification that no construction will occur in the wetland area(s) must be provided, including trails, parking, and structures.

Engineering comments – see attached report.

Staff analysis: with appropriate conditions, code criteria will be met by the proposal.

MDA Amendment:
There are no specific code criteria for an amendment to an MDA; MDAs are intended to specify uses, density, and intensity for a project, and also specify mechanisms for the provision and protection of open space, infrastructure, and other standards that are conditions of approval.

In considering the request to increase the units from 58 to 62, the Council should specifically consider the compliance with other standards such as open space and setbacks, the impact of the additional units on the layout and functionality of the plan, compliance with the density in the original MDA, consistency with the General Plan, and overall density. Based on the analysis above, with conditions the proposal will comply with Code requirements, and the proposed density is within the maximum permitted in the R-14 zone.

Staff analysis: per the evaluation of the proposed plan in this report, it appears that, with appropriate conditions, the increased density will comply with the Code and be consistent with the General Plan.

H. Recommendation and Alternatives:
Staff recommends that the City Council discuss the applications and choose from the following options. The Council may also mix options, for example denial of the MDA amendment and approval of the Site Plan and Preliminary Plat, or other combination.

Option A – Approval(s)

MDA Amendment:
"I move to **approve** the amendment to the Riverbend MDA, increasing the maximum density from 58 units to 62 units, with the following findings and conditions:

Findings:

1. The MDA amendment is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference, by keeping density below the recommended range for Medium Density Residential and unit types within the permissible categories per Proposition 6.
2. The MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.
3. With conditions, the MDA extension meets the requirements of the Land Development Code as articulated in Section G of this staff report, which Section is incorporated herein by reference.

Conditions:

1. The maximum number of units shall be 62.
2. Modifications required to bring the Site Plan and Preliminary Plat into Code compliance shall be made.
3. All other conditions of approval for the original MDA extension and amendment shall be met.
4. Any other conditions recommended by the Council: _____
   _____

Site plan and preliminary plat:
"I move to **approve** the Riverbend Preliminary Plat and Site Plan with the Findings and Conditions below:"

Findings:

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

Conditions:

1. The number of units shall be 58/62.
2. FEMA approval of units in the identified floodplain shall occur prior to recordation of lots in this portion of the project.
3. The trail shall be removed from identified wetlands.
4. Trail access for residents shall be provided.
5. Trail connectivity to the south shall be verified.
6. All requirements of the City Engineer, as outlined in but not limited to the City Engineer's report in Attachment 1, shall be met.
7. No on-street parking shall be allowed in the drive aisles of all the homes off the main street.
8. Addressing and lot numbering shall be done per GIS requirements.
9. Any other conditions or modifications added by the Council:
   _____

Alternatives

Option B – Continuance
"I move to **continue** the Riverbend Site Plan / Preliminary Plat / MDA, to the Council meeting on [date], with the following direction to Staff and the applicant on information or changes needed to render a decision:

_____
_____
_____
_____

Option C – Denial
"I move to **deny** the Riverbend Site Plan / Preliminary Plat / MDA. Specifically, I find the application does not meet the following requirements of the Code:

_____
_____
_____
_____

I. Attachments:

1. City Engineer's Report (pages 7-9)
2. Location & Zone Map (page 10)
3. Original MDA Plan (page 11)
4. 2014 MDA Extension Plan (page 12)
5. Proposed Preliminary Plat (page 13)
6. Proposed Site Plan (page 14)
7. Landscaping / Amenities (pages 15-17)
8. Elevations / Color Palette (18-20)

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Riverbend Townhomes
Date: November 13, 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:	*Knowlton General, Aric Jensen*
Request:	*Preliminary Plat Approval*
Location:	*Approx. 900 North Redwood Road*
Acreage:	*8.26 acres – 62 Units*

C. Recommendation: Staff recommends the approval of preliminary plat subject to the following conditions:

D. Conditions:

A. 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.

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

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

D. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

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

F. Developer shall provide plans for and complete all improvements within pedestrian corridors.

G. 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.

H. 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.

I. Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

J. 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 for all developed property) 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.

K. Project shall comply with all ADA standards and requirements.

L. Developer shall comply with all the requirements set forth in the Master Development Agreement.

M. All trails shall be located above the 100 yr flood plain line.

N. Developer shall ensure that buildings or strucutres will not encroach upon any portion of the existing sewer, sewer easement, or within 10’ of a sewer main.

O. Developer shall ensure all fire code requirements are met.

P. No portion of the wetlands shall be disturbed without proper permitting.

Q. The waterline feeding lots 40-83, on the West side of Riverside Drive, shall loop and be completely contained within the master meter. Lots 84-101 shall have individual meters. The developer shall install culinary and secondary waterlines along the entire length of Riverside Drive.

R. Developer shall provide a geotechnical report and hydrologic/hydraulic storm drainage calculations.

S. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

T. Developer shall provide plans for and complete all improvements within common areas and open spaces.

U. Developer shall provide a wetland delineation to identify their exact location.

Any work being performed within the boundaries of wetlands or may impact wetlands will require a ACOE 404 permit and must comply with all local, state, and federal laws for any location(s) in which.

V. Developer shall provide 12’ paved access road and access easement at any location where the sewer or storm drain manholes are located outside the ROW. Pipelines and easements shall not be located with lot boundaries.

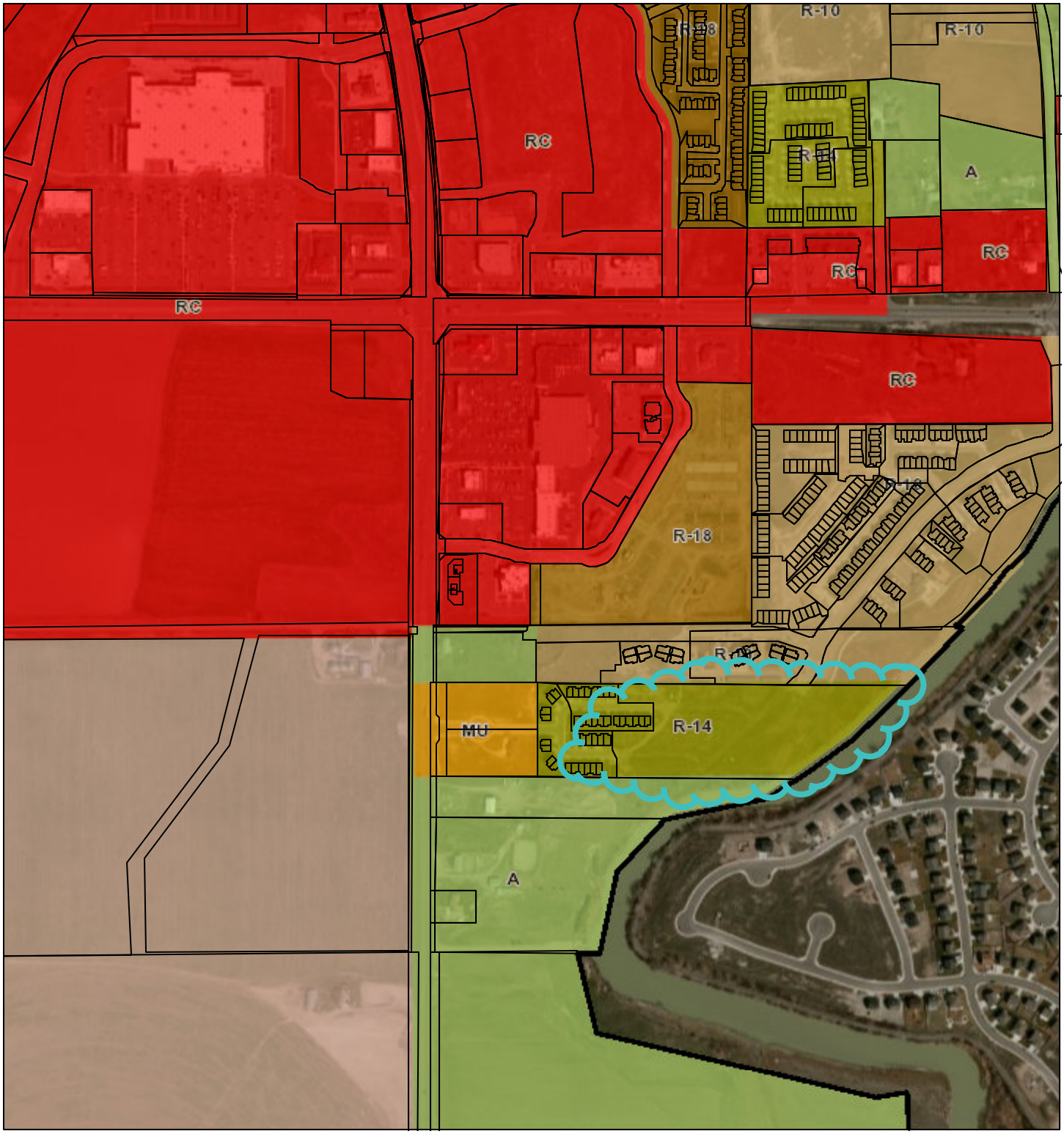
W. Developer shall ensure that the sensitive lands portion of the proposed open space does not exceed the allowable amount of the total required open space.

X. The meandering trail along the lakeshore shall be constructed at least 1’ above the 100-year FEMA flood elevation, shall be 8’ wide, and shall be concrete.

Y. All sensitive lands must be placed in protected open space.

Zoning & Planning

Exhibit 2
Location / Zone



May 13, 2014

1:9,028

City Parcels

City Boundary

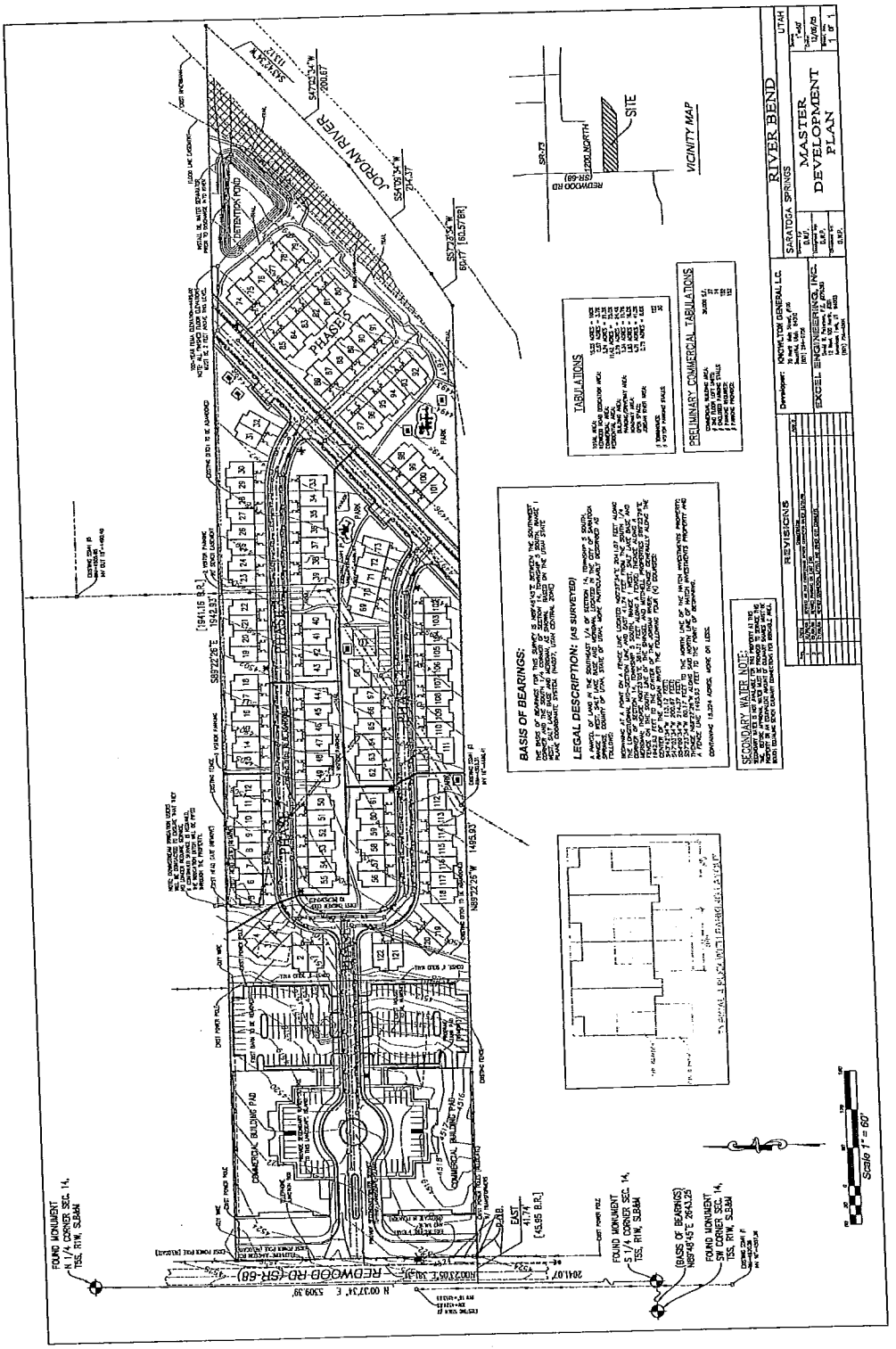
0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

SaratogaSprings

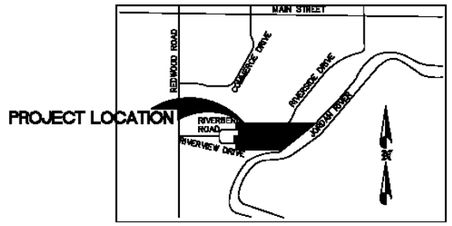
Exhibit 3
Original Plan



RIVERBEND

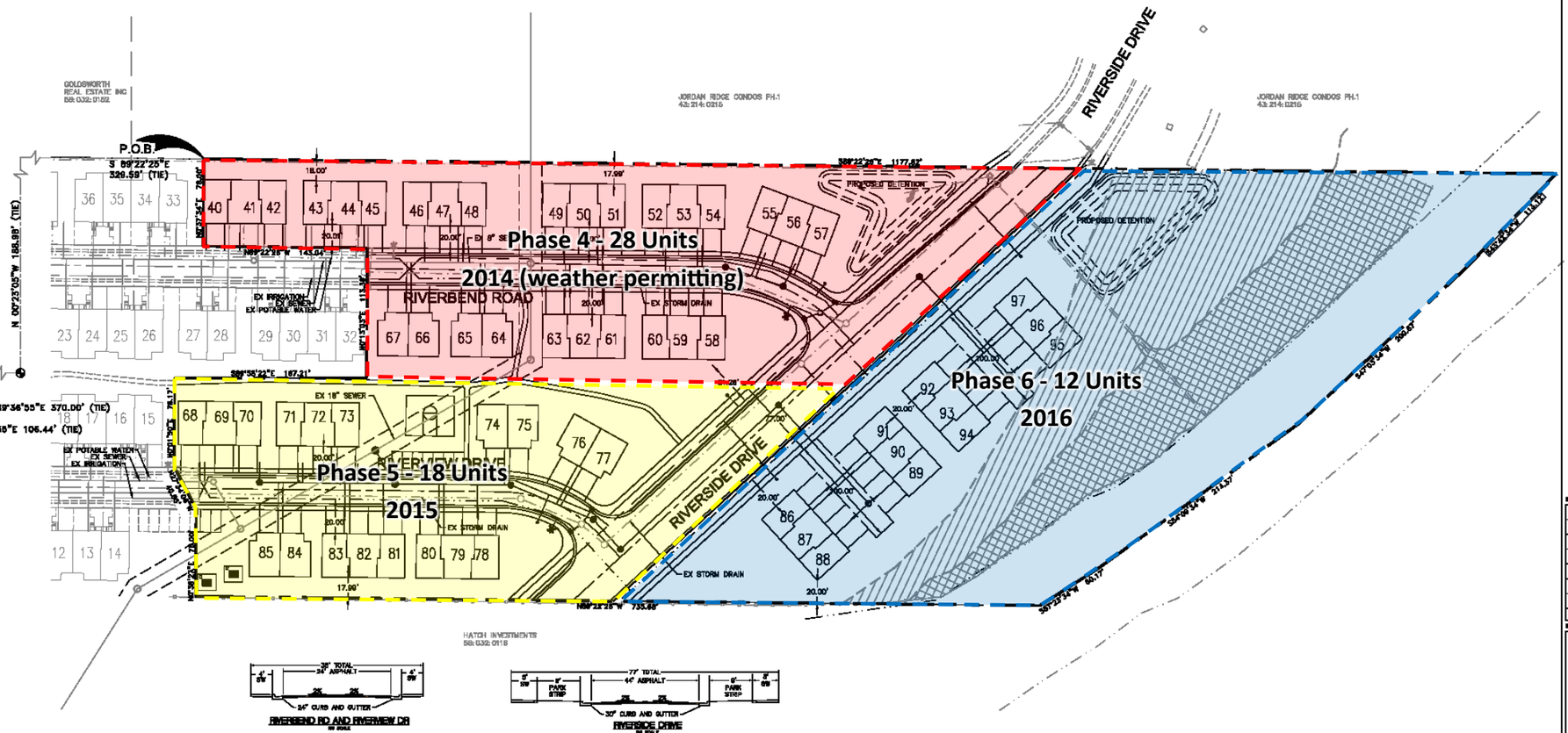
Phasing Plan - Phases 4-6 - Revised 05.23.2014 (2)

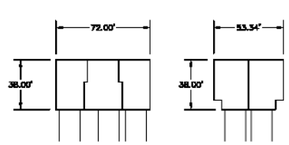
NORTH QUARTER CORNER SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (FOUND MONUMENT)



VICINITY MAP
N.T.S.

BOUNDARY DESCRIPTION
BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF THE RIVER BEND PHASE 1 SUBDIVISION SAID POINT ALSO BEING NORTH 00°37'34" EAST ALONG THE SECTION LINE 2041.52 FEET AND SOUTH 89°22'26" EAST 601.88 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE EAST BOUNDARY OF RIVER BEND PHASE 1 THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°38'37" EAST 79.00 FEET; (2) NORTH 27°34'06" WEST 40.85 FEET; (3) NORTH 00°01'50" EAST 78.17 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE RIVER BEND PHASE 2 SUBDIVISION; THENCE ALONG THE BOUNDARY OF THE RIVER BEND PHASE 2 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°58'22" EAST 167.21 FEET; (2) NORTH 00°01'38" EAST 77.38 FEET; (3) NORTH 00°37'34" EAST 35.00 FEET; (4) NORTH 89°22'26" WEST 143.04 FEET; (5) NORTH 00°37'34" EAST 78.00 FEET TO THE NORTH BOUNDARY LINE OF RIVER BEND PHASE 2; THENCE SOUTH 89°22'26" EAST 1177.82 FEET; THENCE SOUTH 43°42'54" WEST 113.12 FEET; THENCE SOUTH 47°03'34" WEST 200.67 FEET; THENCE SOUTH 34°00'34" WEST 214.37 FEET; THENCE SOUTH 37°23'34" WEST 66.17 FEET; THENCE NORTH 88°22'26" WEST 735.88 FEET TO THE POINT OF BEGINNING. CONTAINS 8.22 AC MORE OR LESS.





BUILDING FOOTPRINTS

SOUTH QUARTER CORNER SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (CALCULATED MONUMENT)

Scale 1" = 50 ft

WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:
1. THIS PROJECT PROPOSES TO DISTURB LESS THAN 0.50 ACRE OF DELINEATED WETLANDS.
2. PRIOR TO CONSTRUCTION THE LIMITS OF DISTURBANCE SHALL BE MARKED TO PREVENT ENCROACHMENT INTO WETLAND AREAS.

SECTION LINE
FOUND SECTION CORNER
SECTION LINE
NOT FOUND OR CALCULATED SECTION CORNER
EXISTING ROW CENTERLINE
FOUND STREET MONUMENT
PROPOSED WATER LINE
PROPOSED SEWER LINE
PROPOSED STORM DRAIN
PROPOSED IRRIGATION
WETLAND AREA
FLOODPLAIN AREA

G:\DATA\3118 Riverbend Saratoga\dwg\Riverbend Preliminary Plat.dwg
PLOT DATE: Mar 12, 2014

NO.	REVISION	DATE

PROJECT INFORMATION
RIVERBEND
PRELIMINARY PLAT
SARATOGA SPRINGS, UTAH

OWNER/DEVELOPER:
KNOWLTON GENERAL
70 NORTH MAIN STREET, #100
BOUNTIFUL, UTAH 84010

DRAWN	CHECKED	PROJECT #
JRP	MEC	13118

PLANNING COMMISSION
PRELIMINARY APPROVAL GRANTED THIS____DAY OF_____
A.D., 20___BY THE SARATOGA SPRINGS PLANNING COMMISSION.
CHAIRMAN SARATOGA SPRINGS PLANNING COMM.

CITY COUNCIL
PRELIMINARY APPROVAL GRANTED THIS____DAY OF_____
A.D., 20___BY THE SARATOGA SPRINGS CITY COUNCIL.
CHAIRMAN SARATOGA SPRINGS CITY COUNCIL

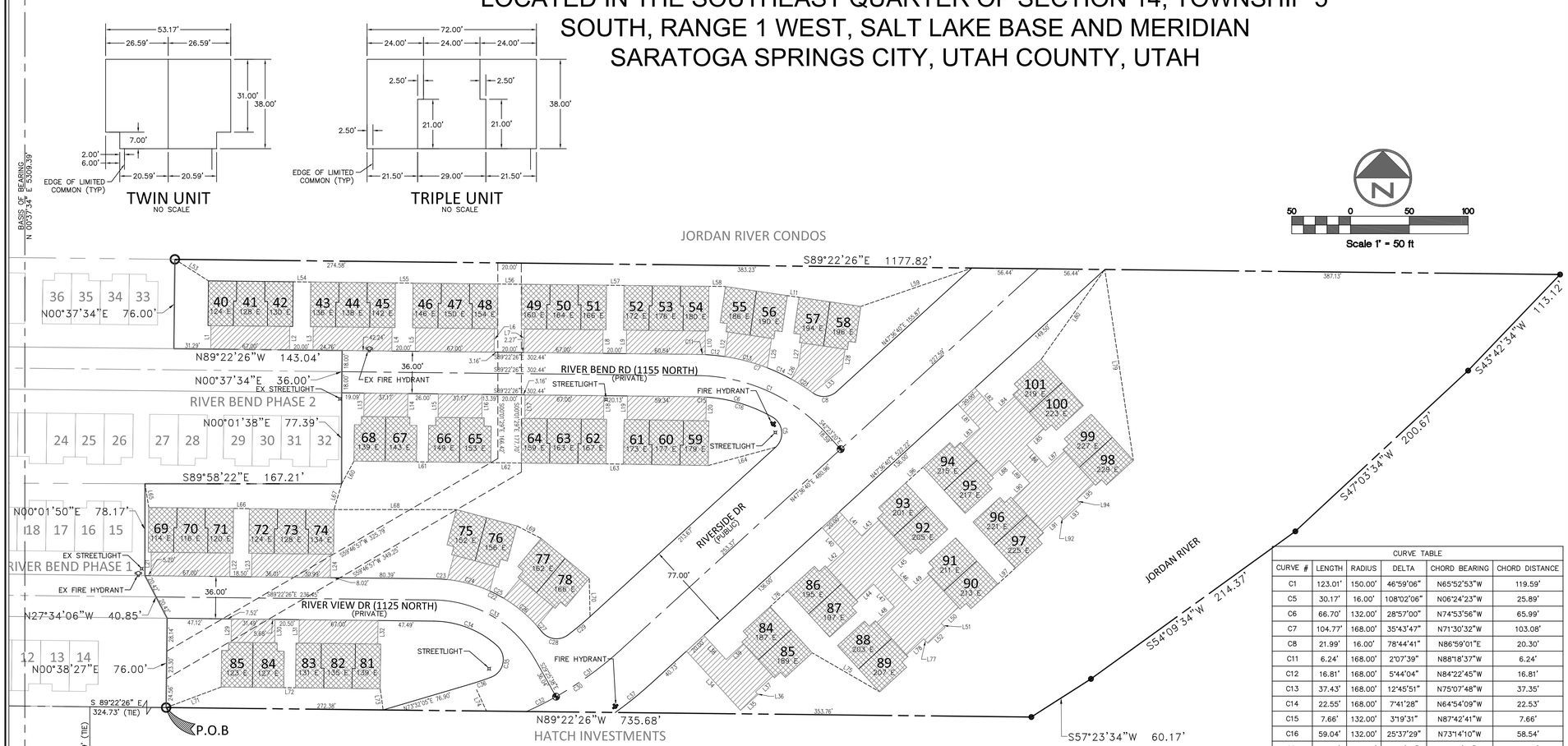
LICENSED PROFESSIONAL ENGINEER No. 165 MICHAEL E. CARLTON STATE OF UTAH
ENGINEER'S STAMP

DATE	SCALE	SHEET
12/16/13	1" = 50'	C201

RIVER BEND PHASES 3, 4, AND 5

A PUD PROJECT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, SCOTT W. DERBY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 186126 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE 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 TO BE KNOWN AS RIVER BEND PHASE 3 AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS THE SOUTHEAST CORNER AS DESCRIBED IN THE RIVER BEND PHASE 1 SUBDIVISION PLAT AS RECORDED AS ENTRY 12343 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING EAST 499.53 FEET AND NORTH 2036.19 FEET AND SOUTH 89°22'26" EAST 324.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PHASE 1 BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) NORTH 00°38'27" EAST 76.00 FEET; 2) NORTH 27°34'06" WEST 40.85 FEET; 3) NORTH 00°01'50" EAST 78.17 FEET TO A POINT ON THE RIVER BEND PHASE 2 SUBDIVISION BOUNDARY AS RECORDED AS ENTRY 12407 IN THE UTAH COUNTY RECORDER'S OFFICE. THENCE ALONG SAID PHASE 2 BOUNDARY THE FOLLOWING FIVE (5) COURSES; 1) SOUTH 89°58'22" EAST 167.21 FEET; 2) NORTH 00°01'38" EAST 77.39 FEET; 3) NORTH 00°37'34" EAST 36.00 FEET; 4) NORTH 89°22'26" WEST 143.04 FEET; 5) NORTH 00°37'34" EAST 76.00 FEET; THENCE SOUTH 89°22'26" EAST 1177.82 FEET; THENCE SOUTH 43°42'34" WEST 113.12 FEET; THENCE SOUTH 47°03'34" WEST 200.67 FEET; THENCE SOUTH 54°09'34" WEST 214.37 FEET; THENCE SOUTH 57°23'34" WEST 60.17 FEET; THENCE NORTH 89°22'26" WEST 735.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.22 ACRES MORE OF LESS

DATE

SURVEYOR (SEE SEAL BELOW)

OWNERS' DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS TO BE KNOWN AS RIVER BEND PHASE 3. WE DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, THE PUBIC UTILITY EASEMENTS TO ALL PROVIDERS, PUBLIC OR PRIVATE, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.

IN WITNESS HEREOF WE HAVE SET OUR HANDS THIS _____ DAY OF _____,A.D. 20____.

OWNERS ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH

ON THIS _____ DAY OF _____,A.D. 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER( ) 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.

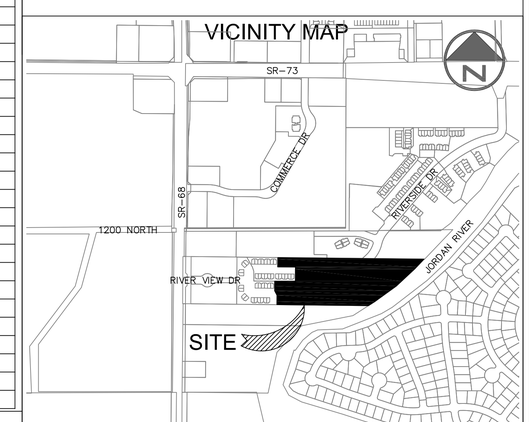
MY COMMISSION EXPIRES _____, _____,
}S.S
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS CONDOMINIUM PROJECT SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.
THIS DAY OF _____,A.D. 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FORGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

APPROVED: _____, ATTEST_____,
MAYOR — CITY RECORDER (SEE SEAL BELOW)

VICINITY MAP



CONTACT LIST

OWNERS AGENT
KNOWLTON GENERAL
ARIC JENSEN
PHONE: 801-718-7945
70 NORTH MAIN ST #106 BOUNTIFUL, UT

DESIGN ENGINEER:
WILDING ENGINEERING
MIKE CARLTON
PHONE: 801-553-8112
14721 S HERITAGE CREST WAY, BLUFFDALE, UTAH

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	123.01'	150.00'	46°59'06"	N65°52'53"W	119.59'
C5	30.17'	16.00'	108°02'06"	N06°24'23"W	25.89'
C6	66.70'	132.00'	28°57'00"	N74°53'56"W	65.99'
C7	104.77'	168.00'	35°43'47"	N71°30'32"W	103.08'
C8	21.99'	16.00'	78°44'41"	N86°59'01"E	20.30'
C11	6.24'	168.00'	2°07'39"	N88°18'37"W	6.24'
C12	16.81'	168.00'	5°44'04"	N84°22'45"W	16.81'
C13	37.43'	168.00'	12°45'51"	N75°07'48"W	37.35'
C14	22.55'	168.00'	7°41'28"	N64°54'09"W	22.53'
C15	7.66'	132.00'	3°19'31"	N87°42'41"W	7.66'
C16	59.04'	132.00'	25°37'29"	N73°14'10"W	58.54'
C21	21.74'	168.00'	7°24'46"	N57°21'02"W	21.72'
C22	105.24'	118.00'	51°06'01"	N63°49'25"W	101.79'
C23	11.12'	118.00'	5°24'00"	N86°40'26"W	11.12'
C24	37.33'	118.00'	18°07'25"	N74°54'44"W	37.17'
C25	13.47'	118.00'	6°32'34"	N62°34'44"W	13.47'
C26	37.33'	118.00'	18°07'25"	N50°14'45"W	37.17'
C27	5.99'	118.00'	2°54'37"	N39°43'44"W	5.99'
C28	24.78'	16.00'	88°44'19"	S82°38'35"E	22.38'
C29	24.54'	261.50'	5°22'36"	N50°17'58"E	24.53'
C30	95.90'	300.00'	18°18'55"	N56°46'08"E	95.49'
C31	67.87'	300.00'	12°57'42"	N54°05'31"E	67.72'
C32	28.03'	300.00'	5°21'13"	N63°14'59"E	28.02'
C33	104.63'	100.00'	59°56'48"	N59°24'02"W	99.92'
C34	58.79'	82.00'	41°04'30"	N68°50'11"W	57.53'
C35	32.86'	16.00'	117°40'09"	N10°32'09"E	27.38'
C36	19.01'	261.50'	4°09'51"	N71°27'09"E	19.00'
C37	39.24'	338.50'	6°38'33"	N50°55'57"E	39.22'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.00	S00°37'34"W
L2	20.00	S00°37'34"W
L3	20.00	S00°37'34"W
L4	20.00	S00°37'34"W
L5	20.00	S00°37'34"W
L6	20.00	S00°37'34"W
L7	20.00	S00°37'34"W
L8	20.00	S00°37'34"W
L9	20.00	S00°37'34"W
L10	20.12	S00°37'34"W
L11	10.00	S81°39'07"E
L12	21.03	S08°20'53"W
L13	20.00	N00°37'34"E
L14	20.00	N00°37'34"E
L15	20.00	N00°37'34"E
L16	20.00	N00°37'34"E
L17	20.00	N00°37'34"E
L18	20.00	N00°37'34"E
L19	20.02	N00°59'04"E
L20	20.21	N00°59'04"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	20.00	S00°37'34"W
L22	20.00	S00°37'34"W
L23	20.00	S00°37'34"W
L24	20.00	S00°37'34"W
L25	25.27	S08°20'53"W
L26	12.57	S28°56'35"W
L27	20.00	S08°20'53"W
L28	16.83	S08°20'53"W
L29	20.00	N00°37'34"E
L30	20.00	N00°37'34"E
L31	20.00	N00°37'34"E
L32	20.00	N00°37'34"E
L33	32.33	N50°44'41"E
L34	68.17	N42°23'20"W
L35	20.00	S47°36'40"W
L36	3.00	N42°23'20"W
L37	20.00	S47°36'40"W
L38	28.00	N42°23'20"W
L39	20.00	S47°36'40"W
L40	28.00	N42°23'20"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	28.00	N42°23'20"W
L42	20.00	N47°36'40"E
L43	20.00	S47°36'40"W
L44	20.00	N47°36'40"E
L45	20.00	S47°36'40"W
L46	26.00	N42°23'20"W
L47	26.00	N42°23'20"W
L48	20.00	N47°36'40"E
L49	20.00	S47°36'40"W
L50	20.00	S47°36'40"W
L51	5.00	N42°23'20"W
L52	20.00	N47°36'40"E
L53	33.95	S57°21'27"E
L54	15.00	S89°22'26"E
L55	15.00	S89°22'26"E
L56	20.43	S89°22'26"E
L57	15.00	S89°22'26"E
L58	14.19	S89°22'22"E
L59	99.95	N70°57'49"E
L60	21.94	N28°32'57"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L61	10.00	S89°22'26"E
L62	26.05	S89°21'35"E
L63	14.76	S89°22'36"E
L64	59.53	N74°46'50"E
L65	20.47	S09°14'28"E
L66	13.50	S89°22'26"E
L67	22.77	N16°24'03"E
L68	104.12	N89°57'31"W
L69	23.24	N62°34'44"W
L70	32.42	N01°15'41"W
L71	50.01	N69°31'45"E
L72	10.00	S89°22'26"E
L73	18.20	S07°55'11"E
L74	19.93	N24°48'09"W
L75	66.26	S59°57'25"E
L76	20.00	N47°36'40"E
L77	5.00	N42°23'20"W
L78	20.00	N47°36'40"E
L79	164.20	N08°31'24"W
L80	93.66	N35°16'52"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L81	28.00	N42°23'20"W
L82	28.00	N42°23'20"W
L83	20.00	S47°36'40"W
L84	20.00	S47°36'40"W
L85	20.00	S47°36'40"W
L86	26.00	N42°23'20"W
L87	20.00	S47°36'40"W
L88	20.00	N47°36'40"E
L89	26.00	N42°23'20"W
L90	20.00	N47°36'40"E
L91	20.00	N47°36'40"E
L92	5.00	N42°23'20"W
L93	20.00	N47°36'40"E
L94	5.00	N42°23'20"W
L95	20.00	S47°36'40"W
L96	20.00	N47°36'40"E
L97	20.00	N47°36'40"E

LEGEND

- FOUND SECTION CORNER — SECTION LINE
- CALCUATED SECTION CORNER — SECTION LINE
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING) — NOT SET (BOUNDARY LINE)
- ADJACENT PROPERTY / ROW LINE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- STREETLIGHT
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT.

APPROVED THIS _____ DAY OF _____,A.D. 20____,

QUESTAR GAS COMPANY BY: _____TITLE: _____.

RIVER BEND PHASE 3

A CONDOMINIUM PROJECT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

SARATOGA SPRINGS FIRE CHIEF

APPROVED THIS ____ DAY OF _____,A.D. 20____ BY THE FIRE CHIEF.

CITY FIRE CHIEF

SARATOGA SPRINGS PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____,A.D. 20____ BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS CITY ENGINEER

APPROVED THIS ____ DAY OF _____,A.D. 20____ BY THE CITY ENGINEER.

SARATOGA SPRINGS CITY ENGINEER

SARATOGA SPRINGS CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____,A.D. 20____ BY THE CITY ATTORNEY.

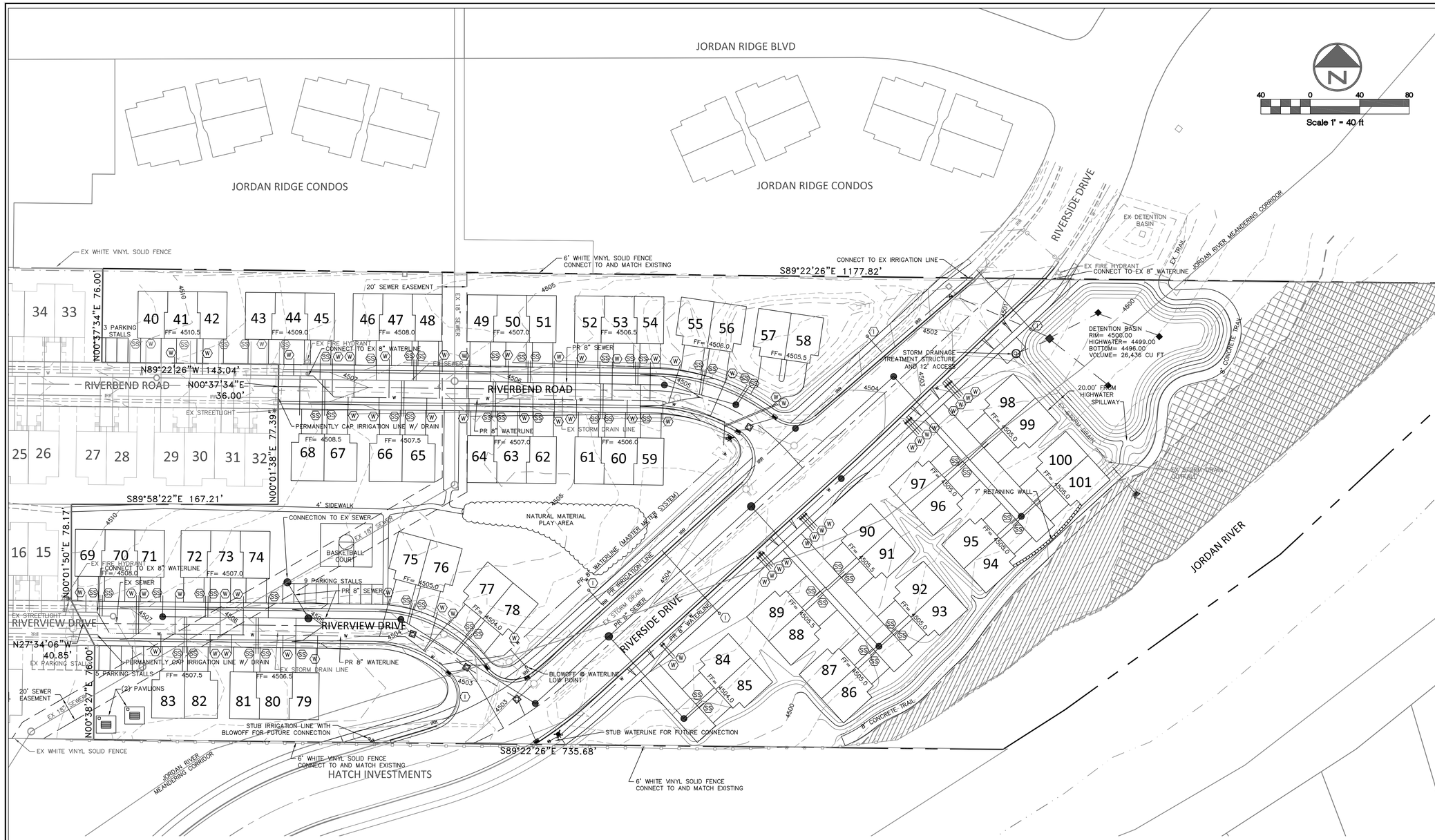
SARATOGA SPRINGS CITY ATTORNEY

UTILITES APPROVAL

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITIES EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE. AT NO TIME ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTIONS WITH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

ROCKY MTN POWER _____ CENTURY LINK _____ COMCAST_____,
DATE: _____ DATE: _____ DATE: _____,

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLEAK-RECORDER SEAL



SITE PLAN SPECIFIC NOTES PER SARATOGA SPRINGS REQUIREMENTS:

1. SEE ARCHITECTURAL ELEVATIONS FOR HEIGHTS OF BUILDINGS.
2. TABULATION TABLE:

TOTAL AREA:	8.22 ACRES
UNITS/DRIVEWAYS:	2.07 ACRES
RIVERSIDE PUBLIC ROW:	1.03 ACRES
PRIVATE ROW:	0.62 ACRES
OPEN SPACE:	4.50 ACRES
# OF UNITS:	62
# OF NEW OFF-STREET PARKING:	17
DENSITY (BASED ON TOTAL AREA):	7.54 UNITS/AC

3. CONCERNING FIRE SPRINKLING, TWO AND THREE FAMILY RESIDENTIAL STRUCTURES WILL BE CONSTRUCTED IN CONFORMANCE WITH THE PROVISIONS OF THE IRC AND/OR IBC AS SET FORTH IN UTAH CODE AND THE ADOPTED ORDINANCES OF SARATOGA SPRINGS CITY, BASED ON PRELIMINARY ARCHITECTURAL DESIGN AND REVIEW OF THE IRC AND IBC, THERE ARE NO STRUCTURES REQUIRING A RESIDENTIAL FIRE SUPPRESSION SYSTEM. EXISTING AND PROPOSED FIRE HYDRANTS ARE SHOWN ON THIS PLAN.
4. APPLICABLE ELEMENTS OF SECTION 19.09.07 WITH RESPECT TO ACCESSIBLE PARKING WILL BE ADHERED TO.

LEGEND

- EXISTING WATERLINE
- EXISTING FIRE HYDRANT
- PROPOSED WATERLINE
- WATER SERVICE
- PROPOSED FIRE HYDRANT
- EXISTING SEWER
- PROPOSED SEWER
- SEWER LATERAL
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- STREET LIGHT
- EXISTING IRRIGATION LINE
- PROPOSED IRRIGATION LINE
- IRRIGATION SERVICE
- WETLAND AREA
- FLOODPLAIN AREA

WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:

1. ALL CONSTRUCTION SHALL COMPLY TO THE STANDARD TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THE CITY OF SARATOGA SPRINGS, UTAH.
2. ALL SEWER MAINS AND APPERTANCES SHALL CONFORM TO UTAH ADMINISTRATION CODE R309-5056(4).
3. ALL WATERLINE VALVES, TEES, AND REDUCERS SHALL HAVE FLANGE FITTINGS UNLESS SPECIFICALLY NOTED OTHERWISE. ALL VALVES AND REDUCERS SHALL BE FLANGED AGAINST TEES UNLESS SPECIFICALLY NOTED OTHERWISE.
4. ALL WATER MAIN PIPING (10" AND SMALLER) SHALL BE PVC AWWA C900 CLASS 200 PIPE.
5. PROPOSED WATER SERVICE SIZES ARE NOTED ON SHEETS C301-C304.
6. FIRE HYDRANTS ARE TO BE LOCATED NO CLOSER THAN 5 FEET BEHIND THE BACK OF CURB.
7. MINIMUM COVER (4.0') OVER ALL WATER LINES MUST BE MAINTAINED. SHOULD THE CONTRACTOR CHOOSE TO BURY THE WATERLINE DEEPER THAN REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY RESULTING CONFLICTS ENCOUNTERED WITH OTHER UTILITIES.
8. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY SEWER (INCLUDING LATERALS) IS 10 FEET.
9. SEWER MAIN PIPE LENGTHS SHOWN ON THESE DRAWINGS ARE CALCULATED FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. SEWER MAIN SLOPES ARE CALCULATED FROM INSIDE WALL TO INSIDE WALL OF MANHOLES.
10. STORM SEWER PIPE LENGTHS AND SLOPES SHOWN ON THESE DRAWINGS ARE CALCULATED FROM INSIDE WALL TO INSIDE WALL OF THE CLEAN OUT AND INLET BOXES. SLOPES ARE ROUNDED TO THE NEAREST TENTH. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY PIPE LENGTHS AND SLOPES FOR ACTUAL CONSTRUCTION.
11. STORM DRAINAGE PIPE SHALL BE RCP OR ENGINEER APPROVED EQUIVALENT. MINIMUM COVER OVER STORM DRAINAGE PIPE SHALL BE PER THE MANUFACTURERS RECOMMENDATIONS. THE MINIMUM PIPE DIAMETER IS 15".
12. WATER STUBS SHALL HAVE A 2"X4" POST PAINTED BLUE, SEWER STUBS SHALL HAVE A 2"X4" POST PAINTED GREEN.
13. ALL INTERSECTIONS REQUIRE STREET ADDRESS SIGNS, LOCATED PER SARATOGA SPRINGS CITY SPECIFICATIONS.
14. UNITS 40 THROUGH 85 WILL BE CONNECTED TO THE EXISTING MASTER METER WATER SYSTEM THAT HAS BEEN INSTALLED IN THE PREVIOUS PHASE. UNITS 86 THROUGH 97 WILL HAVE INDIVIDUAL METERS FROM THE PROPOSED WATERLINE IN RIVERSIDE DRIVE.
15. UNITS 40 THROUGH 44 HAVE EXISTING SEWER LATERALS THAT WERE INSTALLED IN THE PREVIOUS PHASE CONSTRUCTION. CONTRACTOR TO VERIFY THEIR LOCATION AND DEPTH AND MARK WITH A 2X4 PAINTED GREEN.
16. UNITS 40 THROUGH 45 HAVE EXISTING WATER SERVICES THAT WERE INSTALLED IN THE PREVIOUS PHASE CONSTRUCTION. CONTRACTOR TO VERIFY THEIR LOCATION AND MARK WITH A 2X4 PAINTED BLUE.
17. EXISTING IMPROVEMENTS SHOWN IN THESE PLANS ARE FROM THE ORIGINAL DESIGN DRAWINGS AND HAVE NOT ALL BEEN FIELD VERIFIED. THEY ARE NOTED TO THE BEST OF THE ENGINEER'S KNOWLEDGE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER AND/OR STORM DRAIN LINES. CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF ANY DISCREPANCIES.

G:\DATA\13118 Riverbend Saratoga\dwg\Design\13118 C101-C204 Riverbend Overall.dwg
PLOT DATE: Oct 29, 2014

NO.	REVISION	DATE
1	SARATOGA SPRINGS COMMENT	10/27/14

PROJECT INFORMATION

RIVERBEND

SITE PLAN

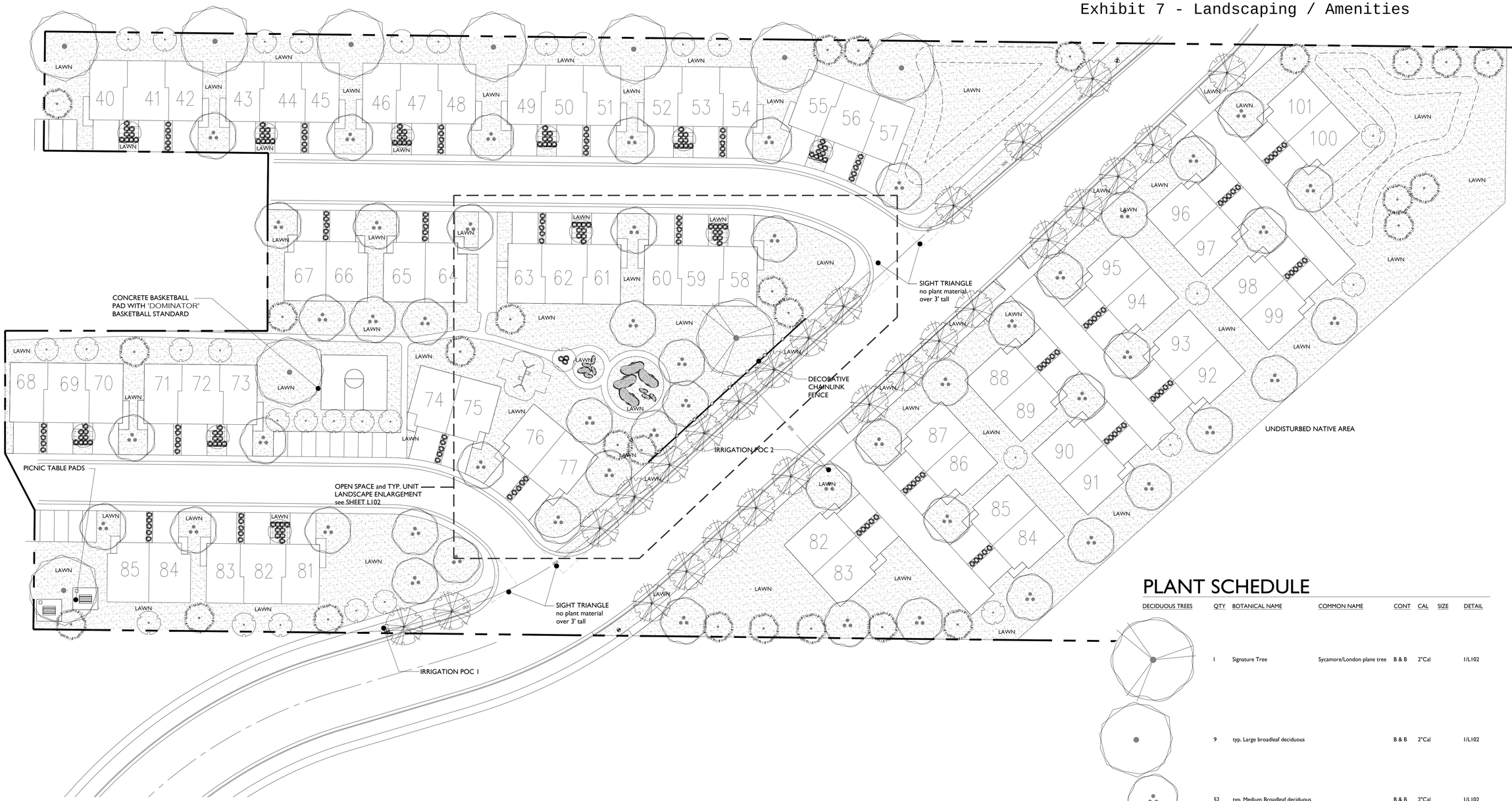
SARATOGA SPRINGS, UTAH

DRAWN	CHECKED	PROJECT #
MEC		13118

LICENSED PROFESSIONAL ENGINEER No. 5537167 MIKE E. CARLTON STATE OF UTAH
ENGINEER'S STAMP

DATE: 7/10/14
SCALE: 1" = 40'
SHEET: C201

Exhibit 7 - Landscaping / Amenities



PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	DETAIL
	1	Signature Tree	Sycamore/London plane tree	B & B	2"Cal		1/L102
	9	typ. Large broadleaf deciduous		B & B	2"Cal		1/L102
	52	typ. Medium Broadleaf deciduous		B & B	2"Cal		1/L102
	27	typ. Ornamental deciduous		B & B	2"Cal		1/L102
	42	typ. Small ornamental		B & B	2"Cal		1/L102

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	DETAIL
	27	typ. evergreen		B & B		7'-9'	2/L102

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DETAIL
	232	shrub	shrub	5 gal	3/L102

REFERENCE NOTES SCHEDULE

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY	DETAIL
1-01	SODDED LAWN AREA	131,874 sf	4/L102
1-02	PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" OF SHREDDED BARK MULCH TOP DRESSING.	3,998 sf	
1-03	SURELOC ALUMINUM EDGING-INSTALL AS PER MANUFACTURER SPECIFICATION	138 lf	5/L102

LANDSCAPE PLAN

ATTENTION: PRIOR TO PERFORMING ANY WORK ON THIS PLAN CONTRACTOR SHALL IDENTIFY THROUGH BLUESTAKES AND ON-SITE OBSERVATION ANY AND ALL UTILITIES AND HAZARDS OR CONDITIONS THAT MAY PREVENT WORK FROM BEING PERFORMED ACCORDING TO THESE PLANS ABOVE OR BELOW GROUND. IF CONDITIONS ARE FOUND THAT MAY PREVENT WORK FROM BEING PERFORMED AS PER PLAN, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY (I.E. ELECTRICAL, GAS, WATER,SEWER, ETC.).

ATTENTION: EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURACY WITH THESE DRAWINGS. QUANTITIES (lf and sf) LISTED ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND QUANTITIES ON THESE PLANS. ARCHITECT SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES BETWEEN QUANTITIES LISTED IN LEGENDS AND PLAN. WHERE DISCREPANCIES EXIST BETWEEN SPECIFICATIONS, DETAILS, AND/OR DRAWINGS, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT DRAWINGS ARE CONSISTENT WITH SURVEYED BASE INFORMATION. DURING CONSTRUCTION IF DISCREPANCIES ARE FOUND BETWEEN THESE PLANS AND THE SITE, CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

0' 30' 60' 120'

SCALE: 1" = 30' on 24"x36" Sheet

NORTH

northland DESIGN GROUP
landscape architecture | land planning
2230 university parkway PC - Provo, UT 84604
801.763.0179 office 801.763.0180 fax www.northland-design.com

KNOWLTON GENERAL

ENGAGE WITH US ENGAGE WITH US

RIVER BEND PHASE 3&4

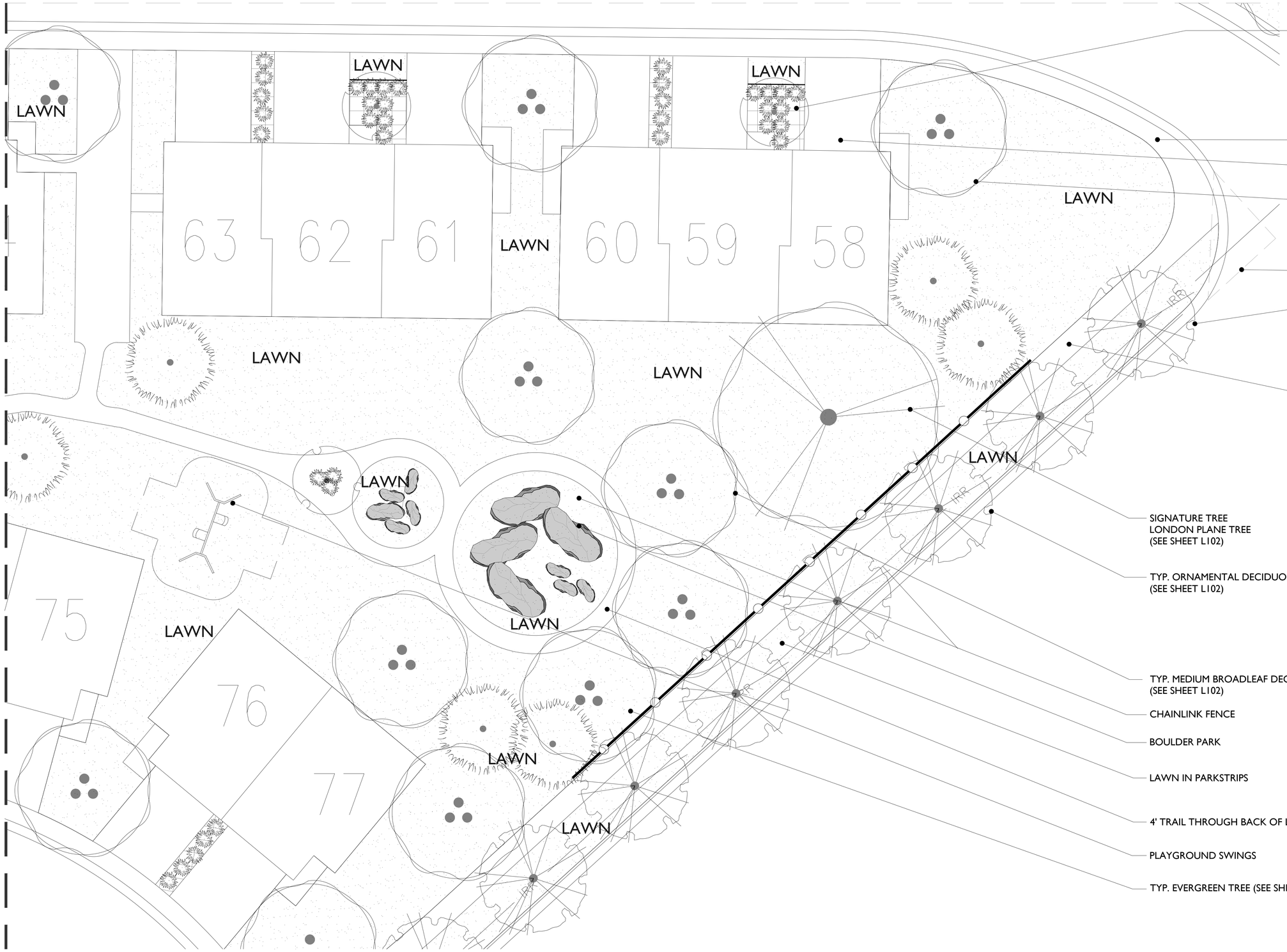
SARATOGA SPRINGS, UTAH

PROJECT NO. C4.6(VER.1) | DATE 14 OCT 2014 | REVIEWED BY SH | DRAWN BY SH | DATE BY | REVISIONS

CITY SUBMITTAL- not for construction

LICENSED LANDSCAPE ARCHITECT # 314615 Jeremy S. Fillmore STATE OF UTAH

L100



OPEN SPACE/ TYP. UNIT DETAIL

0' 10' 20' 40'

SCALE: 1" = 10' on 24"x36" Sheet

NORTH

CALL BEFORE YOU DIG 1-800-662-4111

ATTENTION: PRIOR TO PERFORMING ANY WORK ON THIS PLAN CONTRACTOR SHALL IDENTIFY THROUGH BLUESTAKES AND ON-SITE OBSERVATION ANY AND ALL UTILITIES AND HAZARDS OR CONDITIONS THAT MAY PREVENT WORK FROM BEING PERFORMED ACCORDING TO THESE PLANS ABOVE OR BELOW GROUND. IF CONDITIONS ARE FOUND THAT MAY PREVENT WORK FROM BEING PERFORMED AS PER PLAN, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY (I.E. ELECTRICAL, GAS, WATER,SEWER, ETC.).

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ENGAGE ENGINEERING

KNOWLTON GENERAL

RIVER BEND PHASE 3&4

SARATOGA SPRINGS, UTAH

REVISIONS	DATE BY	DRAWN BY	BH	REVIEWED BY	SF	DATE	14 OCT 2014	PROJECT NO.	C4.6(LVT.E1)

LICENSED LANDSCAPE ARCHITECT # 314615 Jeremy S. Fillmore STATE OF UTAH

CITY SUBMITTAL- not for construction

L101

LOWER PLAY AREA
CONCEPT A

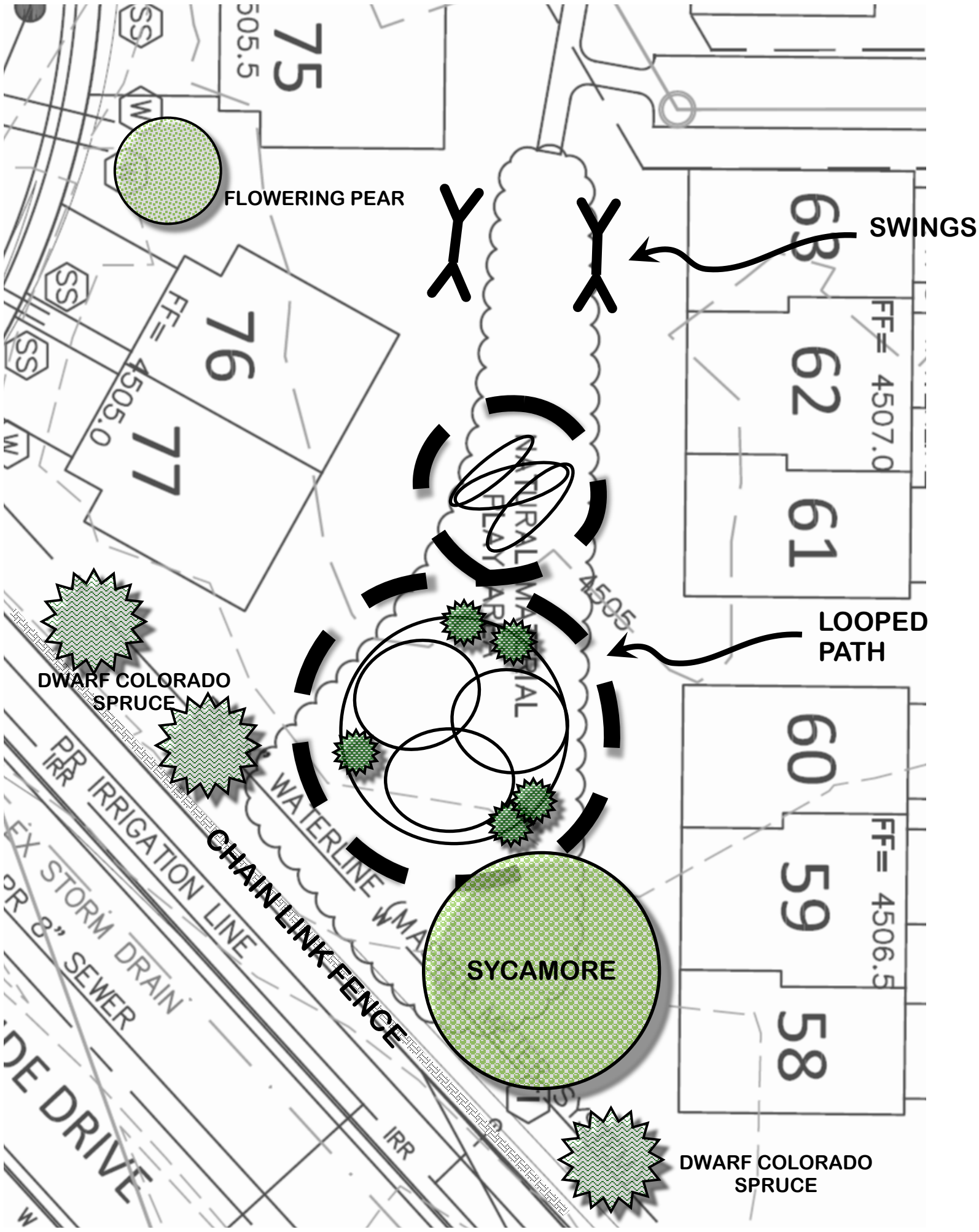
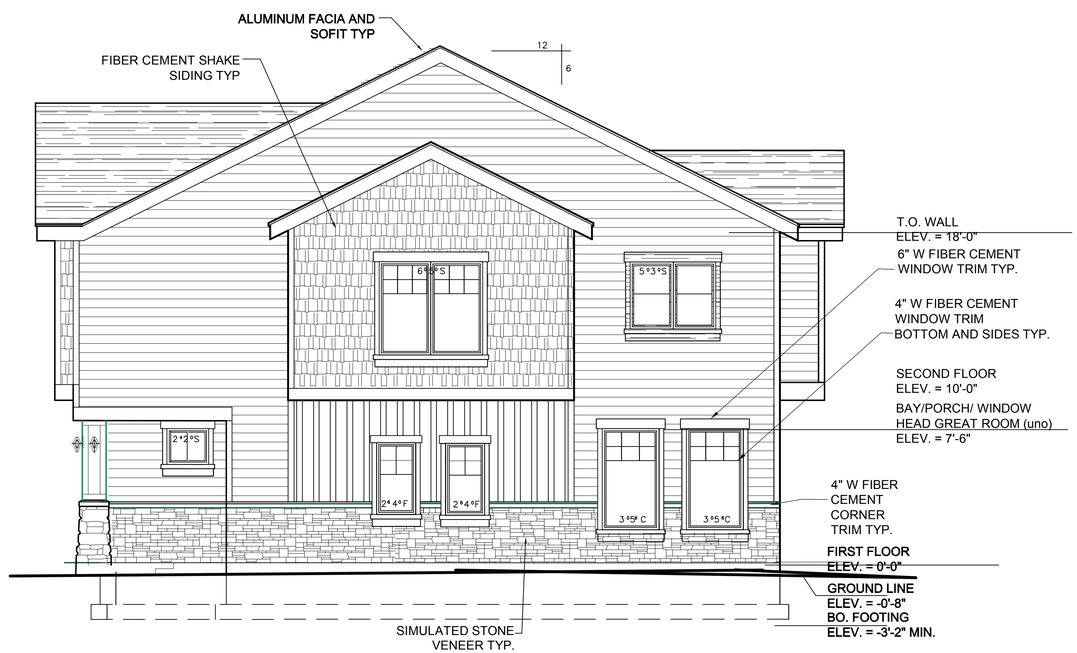


Exhibit 8 - Elevations / Color Palette

1 FRONT ELEVATION TYP.
1/4" = 1'-0"



2 SIDE ELEVATION TYP.
1/4" = 1'-0"

REGISTERED PROFESSIONAL ARCHITECT No 117557 Thomas G. Smith STATE OF UTAH
10-09-14

ELEVATION GENERAL NOTES

1. SIDING OVER "TYVEK" MOISTURE BARRIER. (1) HR RATED

3. ALL DOOR AND WINDOW OPENINGS SHALL BE WRAPPED WITH 9 INCH WIDE SELF-STICKING BITUMINOUS TAPE.

4. ± 1'-0" OVERHANG TYPICAL AT ALL RAKES AND EAVES

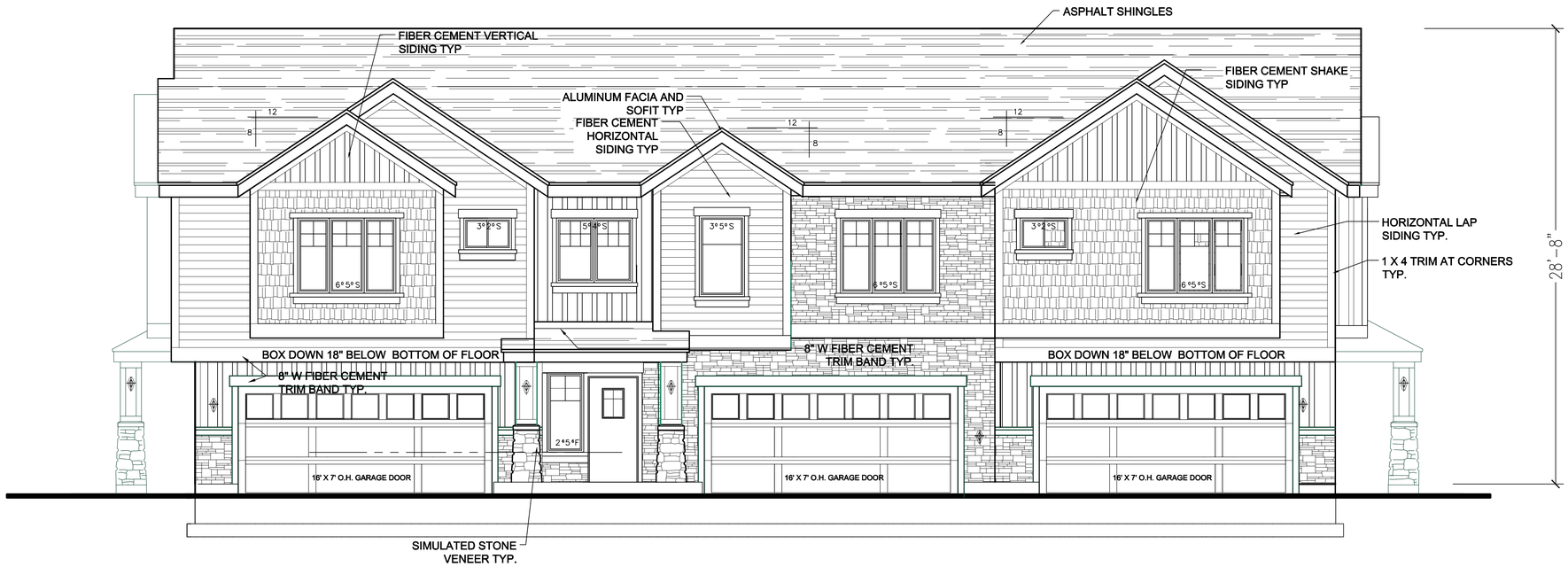
6. PROVIDE THIN SET STONE VENEER AS INDICATED. AT CORNERS USE CORNER WRAPPING THIN SET PIECES. PROVIDE 15# FELT MOISTURE BARRIER BEHIND MASONRY VENEERS.

SMITH HYATT ARCHITECTS
846 SOUTH MAIN STREET BOUNTIFUL UTAH (801) 298-5777

RIVERBEND DUPLEX
SARATOGA, UTAH

ELEVATIONS

A2.0
10-09-14 14091



1 TRI-PLEX FRONT ELEVATION TYP.
1/4" = 1'-0"

2 TRI-PLEX SIDE ELEVATION TYP.
1/4" = 1'-0"

SMITH HYATT ARCHITECTS
846 SOUTH MAIN STREET BOUNTIFUL UTAH (801) 298-5777

RIVERBEND TRI-PLEX
SARATOGA, UTAH

PROPOSED ELEVATIONS

A2.0
10-09-14 14090

Camelback SW 6122

Universal Khaki SW 6150

Escape Gray SW 6185

Retreat SW 6207

Countrylane Red JH90-20

Boothbay Blue JH70-20

Heathered Moss JH50-20

KNOWLTON GENERAL

PROJECT:

RIVERBEND PHASES 4-6

ADDRESS:

SARATOGA SPRINGS

SHEET:

COLOR PAL-ETTE

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Concept Plan, General Plan Amendment, and Rezone
Riverbend Medical
November 18, 2014
Public Hearings and Concept Review

Report Date:	Monday, November 10, 2014
Applicant:	Blaine Hales
Owner (if different):	Saratoga Springs Professional Building, LLC
Location:	Riverbend Commercial, 41 E. 1140 N.
Major Street Access:	Redwood
Parcel Number(s) and size:	51:508:0004, 1.63 Acres
General Plan Designation:	Mixed Use
Zone:	Mixed Use
Adjacent Zoning:	Agriculture, R-14, R-18
Current Use:	Vacant
Adjacent Uses:	Residential, Vacant
Previous Meetings:	Riverbend MDA Extension approved June, 2014 Riverbend Commercial Plat approved March 11, 2008 Planning Commission Hearings/Concept October 23, 2014
Land Use Authority:	City Council
Future Routing:	Site Plan: PC and CC
Planner:	Kimber Gabryszak

A. Executive Summary:

The applicant, Blaine Hales on behalf of the property owner, is requesting a General Plan (GP) amendment and Rezone to the Neighborhood Commercial (NC) designation and zone, and input on a concept plan for a ~9500 sq.ft. medical office building on a 1.6 acre parcel adjacent to Redwood Road in the Riverbend development.

Staff Recommendation:

Staff recommends that the City Council conduct a public hearing and take public comment on the Rezone and GP Amendment applications, give the applicant feedback on the concept plan, and consider making a decision on the Rezone and GP applications. Options for the Rezone and GP amendments include approval, conditional approval, continuance, or denial, and are outlined in Section H of this report.

B. BACKGROUND: The Riverbend commercial lots were approved in March of 2008 under the Riverbend Master Development Agreement (MDA), and are zoned Mixed Use, which requires commercial, office, and residential development/ The applicants wish to pursue only commercial. Exhibit B-1 of the MDA requires the "southernmost mixed use building" to be constructed prior to any structures in Phase 4. The MDA was amended in July 2014 to extend the term and modify the remaining residential units from a townhome format to a two-family and three-family format, and the mixed-use timeframe limitations were removed. Regardless, this building has been submitted for approval prior to or concurrently with the residential units in phase 4.

Kimber Gabryszak, AICP, Planning Director
kgabryszak@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x107 • 801-766-9794 fax

C. SPECIFIC REQUEST:

The concept plan outlines an approximately 9500 sq.ft. medical office building with three separate units. "Office, Medical" is a conditional use in the Mixed Use zone, however the MU zone also requires residential and commercial components within the site. As the proposal is for a single category of use, and "Office, Medical" is a conditional use in the Neighborhood Commercial zone, the applicants are requesting a rezone to Neighborhood Commercial and a General Plan Amendment to change the future land use district to Neighborhood Commercial.

D. PROCESS

General Plan Amendment and Rezone

Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment requiring all rezoning application to be reviewed by the City Council after receiving a formal recommendation from the Planning Commission. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council will then hold a public hearing and formally approve or deny the rezone request.

Concept Plan

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

The applicants have submitted a Concept Plan application for the previously referenced medical office building. Per Section 19.13 of the Code, the process for a Concept Plan includes informal review of the plan by both the Planning Commission and the City Council. No public hearing is held, and a recommendation is not required.

Planning Commission Hearing

The Planning Commission held a hearing on the Rezone and General Plan Amendment on October 23, 2014 (minutes attached.) At that meeting, primary concerns included:

- Commissioner Steele
  - Concerns with architecture. NC zone requires compatibility with adjacent development, and the proposal is much more modern than the adjacent townhomes.
  - Concerned with accessible parking, as the ADA requirement for a physical therapist is higher than for other uses.
- Commissioner Williamson
  - No major concerns.
- Commissioner Wilkins
  - Made sure applicant was aware of time limitations in the NC zone. Also discussed the architecture, and the requirement for an opaque fence between the commercial and residential developments.
- Commissioner North
  - Discussed architecture, and stated that compatibility is subjective and she supported the design.

    - Requested that lighting not be directed so that it shined into houses.
- Commissioner Cochran
    - No major concerns with the architecture.
    - Discussed snow removal needs, and stated a desire to make sure it is part of the HOA and road maintenance agreement.

E. COMMUNITY REVIEW:

The rezone and GP portions of this application have been noticed as a public hearing in the *Daily Herald*, and mailed notice sent to all property owners within 300 feet at least 10 days prior to this meeting. As of the date of this report, no public input has been received beyond that provided during the Planning Commission hearing.

The Concept Plan does not require a public hearing.

F. GENERAL PLAN:

The site is designated as Mixed Use on the adopted Future Land Use Map. The applicants are requesting an amendment to Neighborhood Commercial, which states:

> **Neighborhood Commercial.** The Neighborhood Commercial designation is intended to identify locations where small-scale neighborhood oriented commercial developments are to be located. These commercial developments are to provide goods and services that are used on a daily basis by the surrounding residents.
>
> Tenant spaces in these areas shall be limited to 10,000 square feet. Neighborhood Commercial developments should be large enough to accommodate functioning traffic patterns but should not exceed 5 acres in size.
>
> Parcels considered for this designation should be located in close proximity to residential areas where pedestrian activity between residents and the development is likely to occur. Improvements such as trails, seating and lighting that would help create gathering spaces and promote pedestrian activity are expected and shall be considered and essential part of developments in the Neighborhood Commercial areas.
>
> Developments in these areas shall contain landscaping and recreational features as per the City's Parks and Trails Element of the General Plan.

The applicant is requesting conceptual input on a medical office development of a smaller size and scale as contemplated by this land use designation. Trail connectivity is proposed. If the GP amendment is approved, the proposal would be consistent with this designation.

G. CODE CRITERIA:

Rezones and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests.

The Code criteria below are provided as guidelines, however are not binding requirements.

<u>Rezone and General Plan Amendments</u>

Section 19.17.04 outlines the requirements for both a rezone and a General Plan amendment, and states:

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

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent. *The application conforms to the Neighborhood Commercial category identified in the General Plan.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The proposal provides small-scale commercial development, and with appropriate conditions and management, no negative impacts will occur.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
   Consistent. *The application does not negatively impact development of the site; the proposed use is possible in both the existing Mixed Use zone and designation, with the only change the removal of an integrated residential component.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
   Consistent. *While community interests will not likely be better served, there will also be no harm to the community as the change will not result in more intense uses, higher density, or increased traffic over the existing zone and designation.*

<u>Concept Plan - Code</u>

- 19.04, Land Use Zones (reviewed according to NC zone, not MU zone) **– Complies with conditions**
  - Use – medical office, Conditional Use in the zone.
  - Setbacks – 25' front/side/rear. Complies.
    - The applicants have applied for a Code amendment to permit consideration of a fifteen-foot setback reduction for the property line closest to Redwood Road. Both the compliant concept plan, and a concept plan showing the reduced setback are attached.
    - The Planning Commission reviewed the requested Code amendment on October 23, 2014, and unanimously recommended a 10' reduction option rather than 15'.
  - Lot width, depth, size, coverage – 100' width/frontage, 50% coverage, 15,000 max size, complies.
  - Dwelling/Building size – maximum 15,000 sq.ft. per building. Complies at 9596 sq.ft.
  - Height – 35' maximum
  - Open Space / Landscaping – 25% required, 0.62 acres = ~44%
  - Sensitive Lands – n/a
  - Trash – provided. Needs buffer between enclosure and nearest parking stall.

- 19.06, Landscaping and Fencing – **Complies and will be verified through Site Plan**
  - General Provisions
    - Automatic irrigation required

        - Sight triangles must be protected
        - All refuse areas (including dumpsters) must be screened
        - Tree replacement required if mature trees removed
    - Landscaping Plan – TBD through site plan process
    - Planting Standards & Design – to be provided at a later date
    - Amount – TBD through site plan process
    - Fencing & Screening – TBD through site plan process

- 19.09, Off Street Parking **– Minor Issues, to be addressed through Site Plan process**
    - Parking Requirements / Design – TBD through site plan
        - Lighting – TBD
        - Needs buffer strip between trash enclosure and nearest parking stall
    - Dimensions - complies (9' x 18')
    - Accessible – complies
        - Provided
    - Landscaping – **minor issues, plan being revised to comply**
        - Islands provided
        - 10' buffer / berm originally not met at roundabout, plan revised to comply
        - 8' boundary strip provided along rest of parking area
    - Pedestrian Walkways & Accesses **– complies**
    - Minimum Requirements – **complies**
        - Medical office requirement: 5 spaces per 1000 sq.ft.
        - 9596 sq.ft. = 48 stalls required
        - 58 stalls provided
        - Additional ADA stalls provided due to physical therapy tenant

- Section 19.13, Process
    - General Considerations: General Plan, Natural Features, Community & Public Facilities
        - Use is contemplated by GP
        - No natural features are impacted
    - Notice / Land Use Authority
        - Concept to PC and CC
        - Rezone / GP requires public hearings with PC and CC, and notice to 300'.
        - CUP and Site Plan will require public hearings with PC and CC, and notice to 300'.
    - Urban Design Committee

      The UDC reviewed the proposed architecture early in the submittal process, and at the time requested additional information on materials. An additional UDC meeting was held on November 7, 2014, at which time the architecture was reviewed more thoroughly. Their comments are below:
        - White color – you can get too white. Ensure the white is not too glaring or stark. White can be reflective, hard to look at, white vinyl fences are glaring with sun on them. How will the white color look when things start rusting, dripping, water stains, etc.
        - They supported the setback reduction
        - Discussion on compatibility:
            - Compatible does not mean the same
            - The City should embrace some modern architecture
            - Scale is compatible

        - They do not want to see a large a larger version of the townhomes here
        - Times Square vs this site – if they get ahead of times square in the process Times Square may have to be more compatible with this architecture.
        - Variety can be a positive element in a City
    - South/Rear elevation – is this elevation too monotonous? – it won't be visible for too long since adjacent development will screen this elevation in the future. It's not a primary elevation, not bad for a rear elevation

- 19.14, Site Plans.
    - Will be reviewed at time of Site Plan submittal.
    - Initial concept comments:
        - Screening between commercial and residential areas will be required.
        - A condition of approval will be that an agreement on road maintenance and responsibility must be finalized between the residential HOA and the commercial properties.

- 19.15, Conditional Use Permit.
    - Will be reviewed at time of CUP submittal.

- 19.18, Signs. Concepts submitted. Feedback needed; final signage will be reviewed along with site plan.

H. Recommendation and Alternatives:

Staff recommends that the City Council give the applicant informal feedback and direction on the Concept Plan.

Staff also recommends that the City Council conduct a public hearing on the rezone, take public comment, discuss the rezone, and then choose from the options outlined below:

Option 1, Approval
(Staff supports this option)
"I move to **approve** the General Plan Amendment and Rezone of the ~1.63 parcel 51:508:0004 from Mixed Use to Neighborhood Commercial, as identified in Exhibit 1, with the Findings and Conditions below:"

Findings

1. The General Plan amendment will not result in a decrease in public health, safety, and welfare as outlined in Section F of this report, which section is hereby incorporated by reference, as the proposed office use is permitted in both the existing and proposed land use designation.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section G of this report, which section is hereby incorporated by reference. Specifically:
    - **a.** The rezone will conform to the amended Land Use Element and other provisions of the General Plan as it meets the Neighborhood Commercial category identified in the General Plan.
    - **b.** the proposed zone change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public as it permits the same medical office use as the existing zone, and with appropriate

conditions and management, no negative impacts will occur.

c. the proposed zone change will not negatively impact the general purposes and intent of this Title and any other ordinance of the City.

d. community interests will remain unaffected by the proposed change.

Conditions:

1. All requirements of the City Engineer shall be met.
2. *Optional condition: The rezone shall not be finalized and recorded until accompanied by an approved site plan.*
3. Any conditions added by the Council. _____
4. _____

Option 2, Continuance

"I move to **continue** the rezone and General Plan amendment to another meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____
3. _____

Option 3, Denial

"I move to **deny** the General Plan Amendment and Rezone of the ~1.63 parcel 51:508:0004 from Mixed Use to Neighborhood Commercial, as identified in Exhibit 1, with the Findings below:

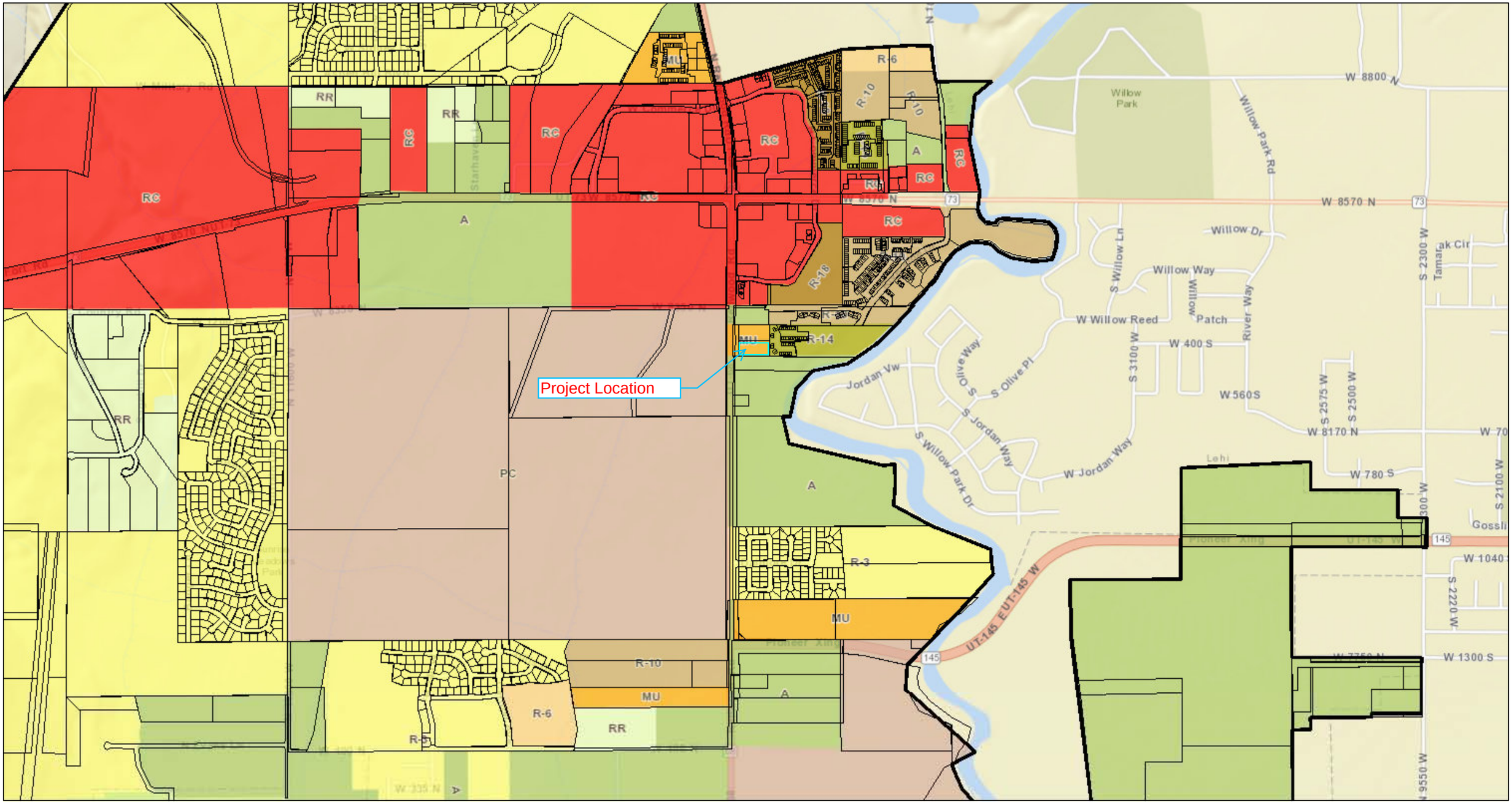
1. _____
2. _____
3. _____

I. Exhibits:

1. Location & Zone Map (page 8)
2. Aerial (page 9)
3. Proposed Concept Plan – meeting setbacks (page 10)
4. Proposed Concept Plan – showing 15' reduction to side setback (page 11)
5. Modified Concept Plan – showing 10' reduction & site corrections (page 12)
6. Conceptual Elevations (pages 13-16)
7. Conceptual Floor Plans (page 17)
8. City Engineer's Report (page 18-19)
9. October 23, 23014 Draft Planning Commission Minutes (pages 20-22)

Zoning & Planning

Exhibit 1



October 15, 2014

1:18,056

0 0.225 0.45 0.9 mi

0 0.35 0.7 1.4 km

City Parcels

City Boundary

A - Agricultural

RA-5

RR - Rural Residential

R-2 - Low Density Residential

R-3 - Low Density Residential

R-6 - Medium Density Residential

R-10 - Medium Density Residentia

R-14 - High Density Residential

R-18 - High Density Residential

NC - Neighborhood Commercial

MU - Mixed USe

PC - Planned Community

RC - Regional Commercial

OW - Office Warehouse

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

SaratogaSprings

Zoning & Planning

Exhibit 2

October 15, 2014

City Parcels

1:2,257

0 0.0275 0.055 0.11 mi

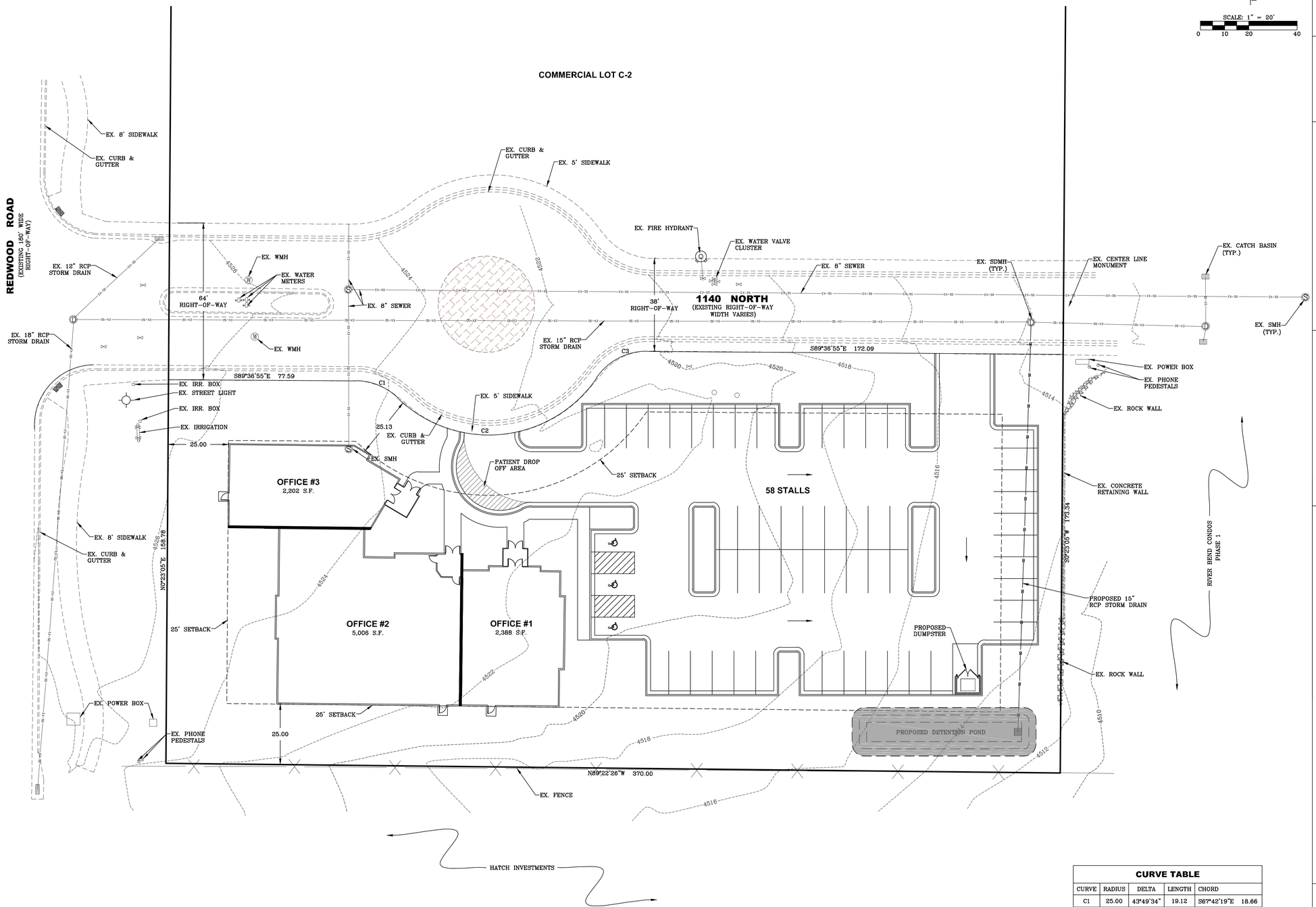
0 0.0425 0.085 0.17 km

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

SaratogaSprings

Exhibit 3
Concept Plan Meeting Setbacks

SARATOGA SPRINGS PROFESSIONAL BUILDING



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	25.00	43°49'34"	19.12	S67°42'19"E 18.66
C2	54.00	99°58'44"	94.23	N84°13'03"E 82.72
C3	25.00	56°08'47"	24.50	N62°18'27"E 23.53

VICINITY MAP

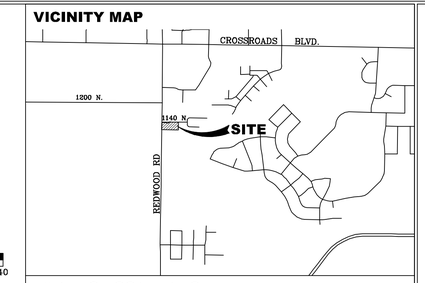


TABLE OF CONTENTS

SHEET 1 CONCEPT PLAN

TABULATIONS

OVERALL AREA	1.38 ACRES
PERVIOUS AREA (OPEN SPACE)	0.62 ACRES
IMPERVIOUS AREA	0.76 ACRES
BUILDING AREA	0.21 ACRES
BUILDING SQ. FT.	9,596 SQ. FT
PARKING REQ'D (5 PER 1000 SQ. FT.)	47 STALLS
PARKING PROVIDED	58 STALLS
REGULAR STALLS	55 STALLS
HANDICAP STALLS	3 STALLS
SENSITIVE LANDS	0.03 ACRES

NOTES

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST VERSION OF SARATOGA SPRINGS CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF ALL UTILITIES SHOWN.
3. PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CITY ENGINEER, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR, ALL SUBCONTRACTORS, AND THE PROPERTY OWNER.

LEGEND

EXISTING

- WATER METER
- WATER — EX-W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — EX-SS —
- SEWER MANHOLE
- STORM DRAIN — EX-SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — EX-PI —
- PI VALVE
- FENCE

PROPOSED

- WATER — W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — SS —
- SEWER MANHOLE
- STORM DRAIN — SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — PI —
- PI VALVE
- SHED CURB & GUTTER
- SENSITIVE LANDS AREA
- FLOW ARROW

DEVELOPER / OWNER

BLAINE HALES
350 E CENTER ST. STE. 200
PROVO, UT. 84606
(801)377-7785

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

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www.lei-eng.com

NOT FOR CONSTRUCTION

SARATOGA SPRINGS PROFESSIONAL BUILDING
SARATOGA SPRINGS, UTAH

CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2014-1489
DRAWN BY: BAP
CHECKED BY: NKW
SCALE: 1" = 20'
DATE: 08/21/2014
SHEET 1

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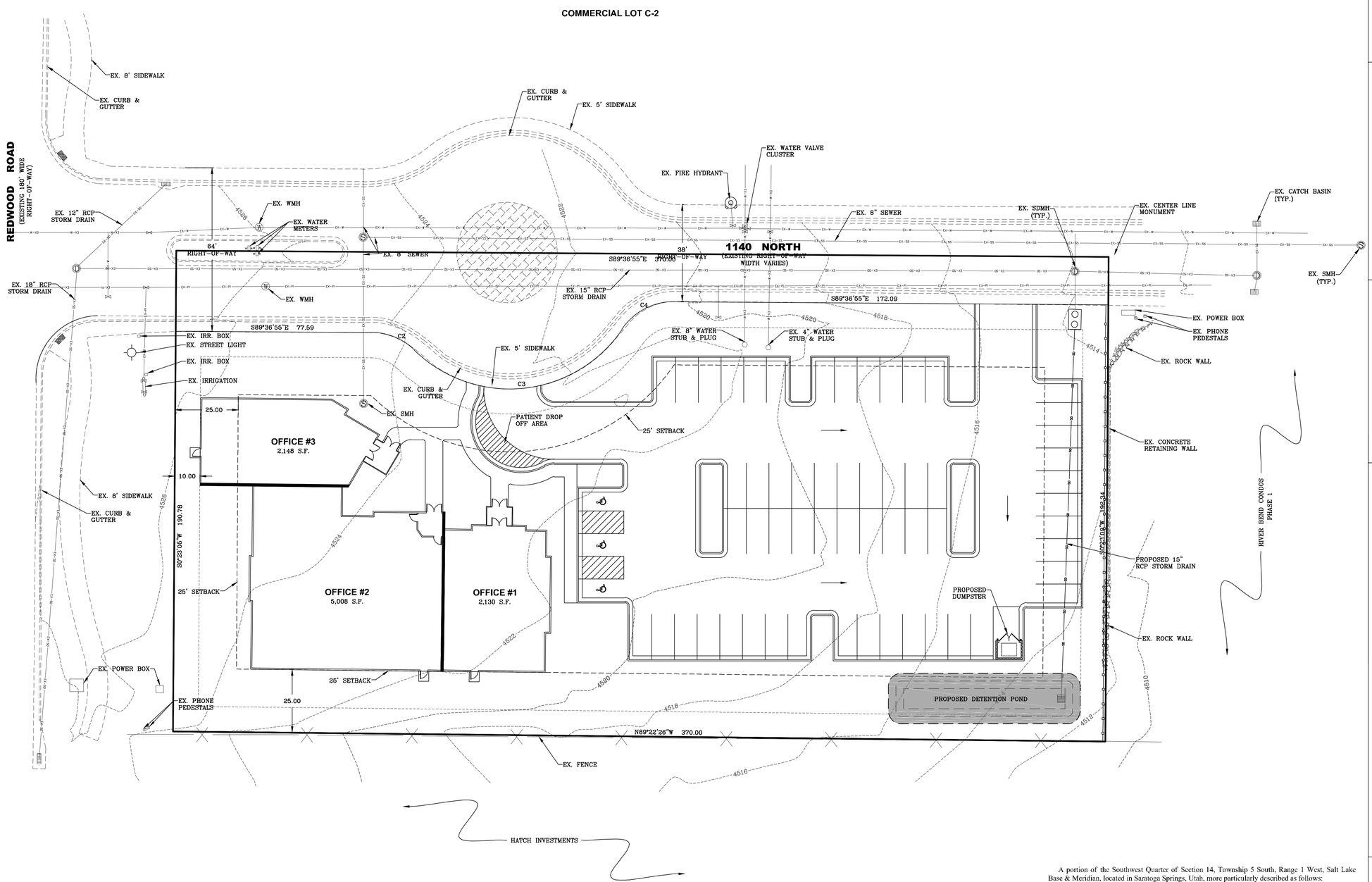
SARATOGA SPRINGS PROFESSIONAL BUILDING

(LOT C-1 RIVERBEND COMMERCIAL PLAT)

Exhibit 4
Concept Plan
w/Reduced Setbacks



A portion of the Southwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located N0°37'34"E along the Quarter Section Line 876.11 feet and East 107.25 feet from the Center of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N0°23'05"E 190.78 feet; thence S89°36'55"E 370.00 feet thence S0°23'05"W 192.34 feet; thence N89°22'26"W 370.00 fee to the point of beginning.

Contains: ±1.36 Acres

VICINITY MAP

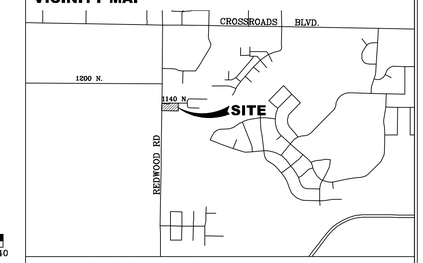


TABLE OF CONTENTS

SHEET 1	COVER
SHEET 2	DEMOLITION PLAN
SHEET 3	UTILITY PLAN
SHEET 4	DETAILS

TABULATIONS

OVERALL AREA	1.38 ACRES
PERVIOUS AREA (OPEN SPACE)	0.57 ACRES
IMPERVIOUS AREA	0.60 ACRES
BUILDING AREA	0.21 ACRES
BUILDING SQ. FT.	9,286 SQ. FT
PARKING REQ'D (5 PER 1000 SQ. FT.)	47 STALLS
PARKING PROVIDED	60 STALLS
REGULAR STALLS	57 STALLS
HANDICAP STALLS	3 STALLS
SENSITIVE LANDS	0.03 ACRES

NOTES

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LEGEND

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- WATER — EX-W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — EX-SS —
- SEWER MANHOLE
- STORM DRAIN — EX-SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — EX-PI —
- PI VALVE
- FENCE

PROPOSED

- WATER — W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — SS —
- SEWER MANHOLE
- STORM DRAIN — SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — PI —
- PI VALVE
- SHED CURB & GUTTER
- SENSITIVE LANDS AREA
- FLOW ARROW

DEVELOPER / OWNER

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ENGINEER

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NOT FOR CONSTRUCTION

SARATOGA SPRINGS PROFESSIONAL BUILDING
SARATOGA SPRINGS, UTAH

CONCEPT 3

REVISIONS
1 -
2 -
3 -
4 -
5 -

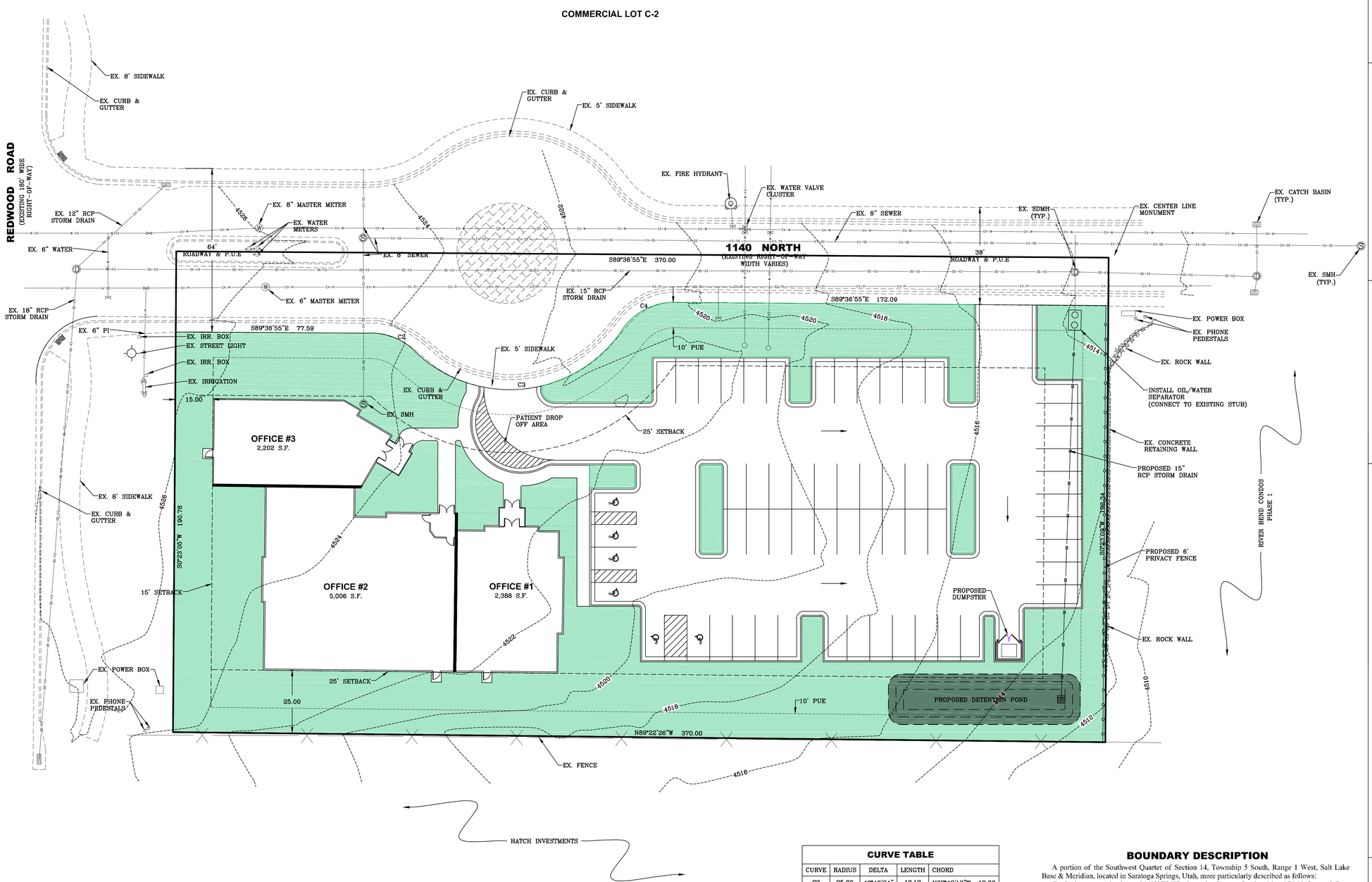
LEI PROJECT #: 2014-1489
DRAWN BY: BAP
CHECKED BY: NKW
SCALE: 1" = 20'
DATE: 08/21/2014
SHEET 1

U:\LAND DESKTOP PROJECTS\2014\14-1489 BLAINE HALES SITE PLAN\DWG\14-1489 BLAINE HALES SITE PLAN 2 ADJUSTMENT.DWG 10/6/2014 4:08 PM

SARATOGA SPRINGS PROFESSIONAL BUILDING

(LOT C-1 RIVERBEND COMMERCIAL PLAT)

Exhibit 5
Modified Concept Plan
w/10' Reduction
& Corrections



NORTH

SCALE: 1" = 20'
0 10 20 40

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C2	25.00	43°49'34"	19.12	N67°42'19"W 18.66
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BOUNDARY DESCRIPTION

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Contains: ±1.38 Acres

VICINITY MAP

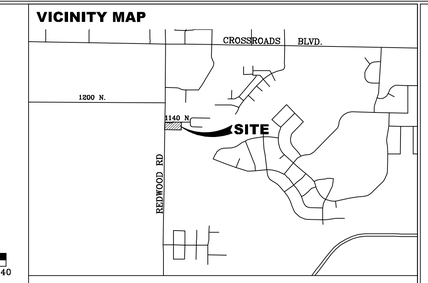

TABLE OF CONTENTS

SHEET 1 CONCEPT PLAN
SHEET 2 EXISTING CONDITIONS

TABULATIONS

OVERALL AREA	1.38 ACRES
PERVIOUS AREA (OPEN SPACE)	0.61 ACRES (44%)
IMPERVIOUS AREA	0.56 ACRES (41%)
BUILDING AREA	0.21 ACRES (15%)
BUILDING SQ. FT.	9,596 SQ. FT
PARKING REQ'D (5 PER 1000 SQ. FT.)	47 STALLS
PARKING PROVIDED	59 STALLS
REGULAR STALLS	53 STALLS
HANDICAP STALLS	3 STALLS
HANDICAP STALLS (PHYSICAL THERAPY)	3 STALLS
SENSITIVE LANDS	0.03 ACRES

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4. ANY EXISTING SEPTIC SYSTEMS OR WELLS TO BE REMOVED/FILLED IN ACCORDANCE TO STATE STANDARDS.
5. AUTOMATIC IRRIGATION SYSTEM REQUIRED. TREE REPLACEMENT REQUIRED IF MATURE TREES ARE REMOVED.
6. ALL REFUSE AREAS (DUMPSTERS) MUST BE SCREENED.

LEGEND

EXISTING

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- WATER — EX-W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — EX-SS —
- SEWER MANHOLE
- STORM DRAIN — EX-SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — EX-PI —
- PI VALVE
- FENCE

PROPOSED

- WATER — W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — SS —
- SEWER MANHOLE
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NOT FOR CONSTRUCTION

SARATOGA SPRINGS PROFESSIONAL BUILDING
SARATOGA SPRINGS, UTAH
CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
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5 -

LEI PROJECT #: 2014-1489
DRAWN BY: BAP
CHECKED BY: NKW
SCALE: 1" = 20'
DATE: 10/28/2014
SHEET 1

U:\LAND DESKTOP PROJECTS\2014\14-1489 BLAINE HALES SITE PLAN\DWG\14-1489 BLAINE HALES SITE PLAN 2 ADJUSTMENT.DWG 10/29/2014 4:11 PM

RIVERBEND MEDICAL OFFICE BUILDING

HARRIS ARCHITECTURE

Exhibit 6
Elevations

RIVERBEND MEDICAL OFFICE BUILDING

HARRIS ARCHITECTURE

RIVERBEND MEDICAL OFFICE BUILDING

HARRIS ARCHITECTURE

RIVERBEND MEDICAL OFFICE BUILDING

HARRIS ARCHITECTURE

Exhibit 7
Floor Plans

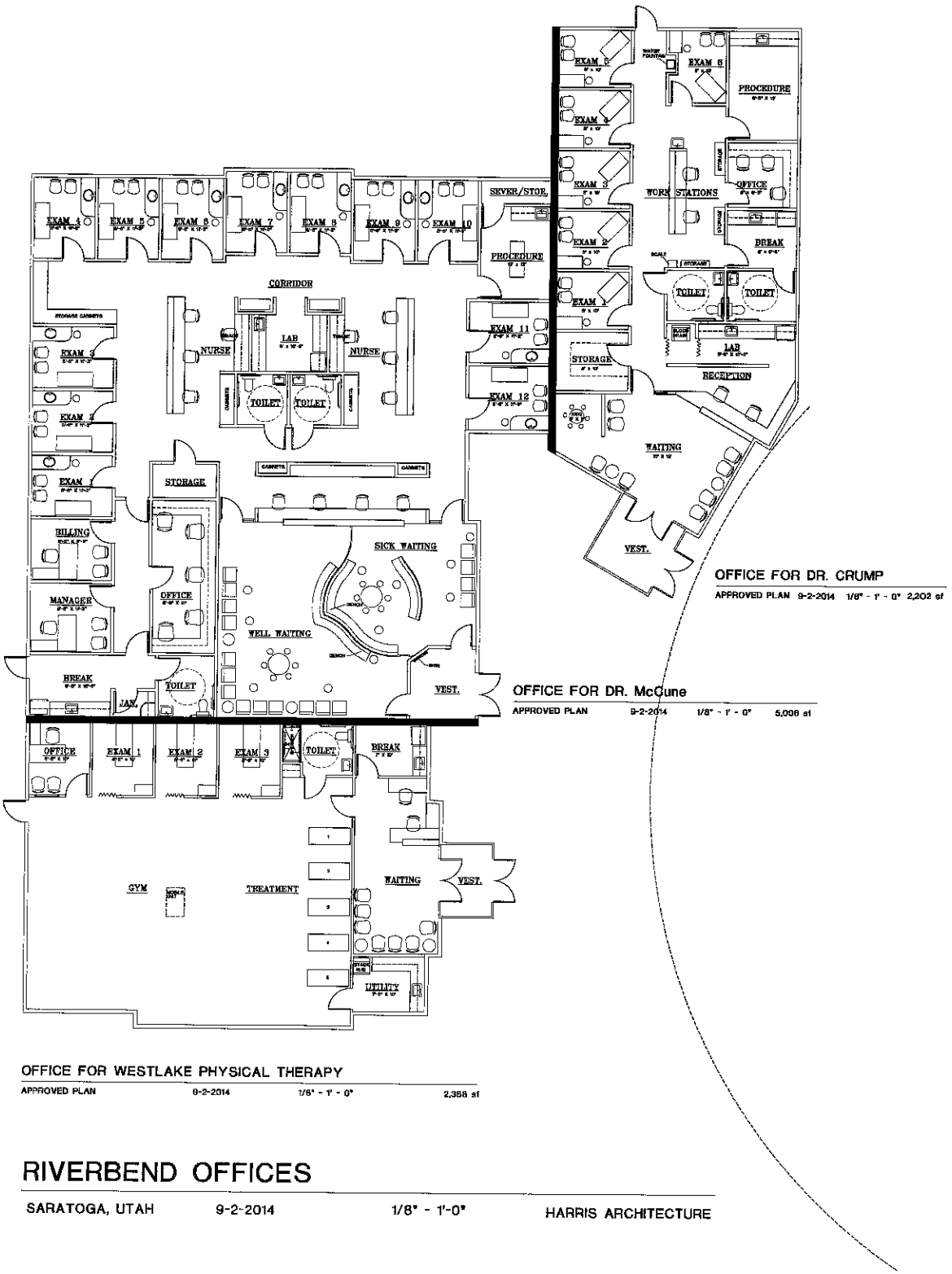

Exhibit 8
Engineer's
Report

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Riverbend Medical
Date: October 23, 2014
Type of Item: Concept Plan Review

CITY OF
SARATOGA SPRINGS

Description:

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

B. Background:

Applicant:	*Blaine Hales*
Request:	*Concept Plan*
Location:	*Riverbend Commercial, 41 E. 1140 N.*
Acreage:	*1.626 acres - 1 lot*

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

D. Proposed Items for Consideration:

A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.

B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.

C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.

D. Incorporate a grading and drainage design that protects homes from upland flows.

E. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements. All storm water will need to be cleaned to remove 80% of the TSS 110 microns and larger.

F. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.

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

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

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

J. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.

K. Developer is required to 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.

L. Developer shall ensure that the boundary description of the lot matches the River Bend Commercial recorded plat.

M. Developer shall work with the other commercial and residential property owners in the Riverbend development to develop and execute an access and maintenance agreement for the shared entrance road and for the shared landscaping and trail at the entrance of the project.

N. Developer shall ensure that project has a both a culinary and secondary water metered connection.

O. Developer shall complete the landscaping and streetscape improvements to the round-about on the entrance road

P. Developer shall comply with all county and state requirements and permitting processes for the removal and abandonment of any wells and septic tanks onsite.

Hayden Williamson wouldn't want to make it a condition, just a suggestion. He thanked them for the phase changes. He feels that we have the HOA vs. the City discussion a lot. He doesn't want to take care of every open space but doesn't want to force every development to be an HOA.

Scott Langford said the general policy was anything over 5 acres was easier for the city to maintain. He feels this follows that guideline.

Kimber Gabryszak noted that they have been having that discussion internally and are working to draft amendments to the code to be clear for what they are looking for on amenities and will be bringing that forward in the near future.

Sandra Steele likes that they are agreeing to do the sod. She is always concerned with native grasses because it becomes a weed problem. She asked what we require for detention basins, was it native or could it be sod.

Jeremy Lapin said they actually prefer sod for detention basis, debris basins were different. This has 2 debris and one detention. Sod would do well in the detention area.

Sandra Steele thought if they put sod in that basin she feels it would be quite a large area that would be usable for the residents. It might be a good size that would not be as hard for the city to maintain. She thinks if they take out the native along the south corridor and sod the basin it would be good.

Jeremy Lapin thinks the areas along the south would be hard for the parks department to get to. He would suggest only the detention basin on the East.

Sandra Steele thinks where there are larger lots that there is a certain amount of recreation on their own lots. It might be nice to have a bench along so parents can sit and watch their kids but any further improvements she doesn't know if that is necessary. She will let council decide on the maintenance. She wanted to add a condition that they not have final plat approval until they had secondary water.

Jeff Cochran asked Paul Linford to comment on his landscaping thoughts.

Paul Linford noted that there is a marketing issue here, the last thing they want is something to not be appealing. If they finish they would want to put some benches in and things to make it appealing. He thinks if they can get to the areas with lawn mowers they would sod them, it's not that much more cost than other native grasses they would have to plant. It comes down to working with staff and making it look great for marketing.

Jeff Cochran asked if staff had a position on maintenance.

Scott Langford noted that it might be nice for the applicant to look at grading and details that would make an efficient design for user and maintenance standpoints. If they could modify condition 5 to be more flexible so they have time to work with them before it comes to City Council and he would have a better understanding to present at that time.

Kimber Gabryszak noted that the city weighs the benefit to the overall community as well as the residents in that particular neighborhood. It's a significant cost over time, about $5000 an acre/year but this, with a trail corridor and over all access, they could look into maintaining it.

Jeff Cochran reviewed discussion. Driveways, open space, street naming

Motion by Kara North that Based upon the evidence and explanations received today, I move that the Planning Commission forward a positive recommendation to the City Council to approve the Beacon Point Preliminary Subdivision Plat on approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road, with the findings and conditions listed in the staff report. With the following clarifications or revisions: with the exclusion of condition 5, that being removed; and that applicant work with staff with respect to open space and whether that meets the recreational needs of the residents; that the applicant work with staff to revise the street naming issues that are not currently in compliance with City Code; and that the final plat not be recorded until secondary water issue is resolved; and that driveways that are shared must have a private driveway with a minimum length of 20 feet between the shared driveways in compliance with section19.09.11 of City Code. Seconded by Sandra Steele. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

8. Public Hearing and Possible Recommendation: Concept Plan, General Plan Amendment, and Rezone and for Riverbend Medical located at 41 East 1140 North, Blaine Hales, applicant.

Kimber Gabryszak presented the plan. The property was zoned Mixed Use in anticipation of potential mixed commercial, office, and residential development on the property; however, the applicants wish to pursue only commercial. The elevations will be going back to the Urban Design Committee. She reviewed code compliance. Comments from the Riverview HOA were forwarded to the Planning Commission. Staff is recommending that a positive recommendation be given.

Blaine Hales, for applicant, noted they are mainly just trying to put a medical office on this site. He spoke on the setback requests; he thought there may have been an error when the original owner dedicated the area to the city, they gave too much. They took some measurements from the UDOT right of way and they are back 43 ft. they are 56 feet from the road. They thought, easier than trying to negotiate with the city, how about they make the setback a little less deep at that point which would create the same purpose. In this specific zone it hadn't been included and that is why he is asking for this. He is asking for 15ft. which would be equal to the other zones, but would be ok with 10 ft. They don't need more land; they are just trying to get the building a little closer to the street for visibility.

Public Hearing Open by Jeff Cochran

Alan Johnson, representing Riverbend HOA. the issue is on 1150 N. there is an island and they want to know who would be responsible for maintaining it and right now no one is maintaining it. Also, on 1140 N. being a public access, they asked who is responsible for snow removal. There is a wall that separates the residences with the property proposed here, the townhouses are lower than the grade and the wall is leaning over and they are asking builder not to put any heavy equipment along that wall.

Laurie Johnson noted that their home backs up to these two properties. In 2007 the owners said the house would be removed at that time and it still hasn't been removed. She hopes they will look out for the residences of Riverbend. She considers that the area has become the slums of the city and every bit of help that can come from the city or developer is appreciated. The home sales are being dropped because of it and she hopes the city can help.

Blaine Hales noted he had contacted the seller/developer and was told that he was maintaining the island and the road but as soon as it's done developing it would all go to the HOA and they would take care of it. Mr. Hales is ready to take their share of the responsibility.

Public Hearing Closed by Jeff Cochran

Sandra Steele feels neighborhood commercial is a good fit here. She feels this design elevation does not fit with the neighborhood. She thinks they could look at being more compatible with the neighborhood. She thinks the trash collector needs more space. She asked if anyone on the staff looked at the designing guidelines.

Lynn Lomond, Architect was present and they had wanted the building to be professional looking with its own identity.

Sandra Steele said they still had to follow the design guidelines; she wants him to look closer at it. She said if they are having physical therapy the ADA required that 20% of the parking needs to be accessible that means 3 parking spaces just for that office. She will let them work that out. She thinks the parking spots may be too far away for accessible spaces.

Hayden Williamson didn't really have any comments; he would ask that they do their best to follow the code requirements.

Kirk Wilkins agrees that Neighborhood Commercial is a good fit here. He asked if the medical office would be part of the HOA.

Blaine Hales said it was in beneficial interest to both parties to participate in it.

Kirk Wilkins would like to hear feedback on the roof lines.

Lynn Lomond, Architect. They consider this a professional medical building and that it needs to have its own identity. It's not a strip mall; they don't want it to blend in so well that it doesn't stick out a little as a medical professional building, also so that they can find it quickly. They think the colors will make it look more fun, especially for pediatrics. They see a lot of medical buildings that have more architectural design to them.

Kirk Wilkins asked what the hours of operation were.

Brian McCune, M.D. said there would be potential for after-hours but it would be within constrains of Residential Commercial.

Kirk Wilkins asked what would prevent lights of cars from splashing on the neighborhood. He asked if they may be taking care of the wall that was falling down.

Blaine Hales said they thought they had been asked to put up a wall and they were planning on that. He hadn't worked with the falling wall and wasn't sure on that.

Kirk Wilkins asked if we could put a condition in or just ask them to work with the neighborhood. He worried that if they brought the setback forward and the Road needed widened that it might be too close.

Blaine Hales explained that the property line was already so far set back that if the roadways widened that they would have to tear out other office buildings along the road before they ever got as far back as them.

Kimber Gabryszak noted that to separate the zone there could be an effective screen; she defined it from the code.

Kirk Wilkins asked if they were amenable to that.

Blaine Hales said he thought it was already on the plan.

Kara North said that she forwarded the notes from the HOA to the City staff. She is a resident of that development. She thanked the developer for coming to this area. She likes the plans and the distinction they want to make, she is ok with that design. With respect to fencing and lighting she recommends they work to meet code. She is ok with the 15' setback because of the wide space. She is not surprised that the prior developer did not take care of things. They appreciate them coming in.

Jeff Cochran asked about snow removal and wasn't it a responsibility of the HOA?

Jeremy Lapin said they are not aware of any existing maintenance requirement but they recommend that an agreement be worked out with the HOA and new developer.

Jeff Cochran is in favor of the rezone and thinks it makes good sense. He has no concerns with the building; he thinks it's just fine.

Sandra Steele thinks the building somewhere else would be great but that our code is so specific on this area and we should address the code and why we don't think it should comply.

Kara North noted that 'compatible' is subjective and that the interior of their units are extremely modern and that their design is similar to what has been approved elsewhere.

Sandra Steele thinks there are some very specific 'shalls' in the code that should be followed.

Jeff Cochran encouraged them to take all their feedback and work with staff to comply with the code.

Motion by Kara North, I move to forward positive recommendation to the City Council for the General Plan Amendment and Rezone of the ~1.63 parcel 51:508:0004 from Mixed Use to Neighborhood Commercial, as identified in Exhibit 1, with the Findings and Conditions listed in the staff report. Seconded by Hayden Williamson Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

9. Public Hearing and Possible Recommendation: Revisions to the Land Development Code (Section 19.04, Neighborhood Commercial Setbacks).

Kimber Gabryszak reviewed the revision to the code.

Hayden Williamson asked what was standard in the rest of the code.

Kimber Gabryszak said the only other thing consistent was 10' the setback being reduced varies widely and that they are requesting this be 15 feet, there is a range of setbacks with a 10' exception.

Blaine Hales said it doesn't require them to ever allow it; it just gives them the option so if they feel it is worthy they can do that. He would like to have the 15' setback.

Public Hearing Open by Jeff Cochran

No public input at this time.

Public Hearing Closed by Jeff Cochran

Sandra Steele said we need to remember we are not just changing it for this property. She feels to give this extra 5 feet, then others will request it. She thinks to continue with the 10' as in the other areas would be more appropriate.

ORDINANCE NO. 14-27 (11-18-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY (RIVERBEND MEDICAL); INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONNG RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Utah Code section 10-9a-503 allows municipalities to amend the number, shape, boundaries, or area of any zoning district;

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

WHEREAS, on October 23, 2014, the Planning Commission held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map and forwarded a positive recommendation with conditions;

WHEREAS, on November 18, 2014, the City Council held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map;

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

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

SECTION I – ENACTMENT

The amendments to the City's Zoning Map attached hereto as Exhibit A and 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 18th day of November, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

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

Kimber Gabryszak, AICP
Planning Director

City Council
Staff Report

Code Amendment
19.04 – Neighborhood Commercial Setback Exception
November 18, 2014
Public Hearing

Report Date:	Monday, November 10, 2014
Applicant:	Blaine Hales on behalf of Riverbend Medical Office Building
Property Owner:	Saratoga Springs Professional Building, LLC
Previous Meetings:	None
Land Use Authority:	City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant, Blaine Hales on behalf of the property owner, is requesting amendments to Section 19.04.20. "Neighborhood Commercial" to add a City Council granted setback exception option similar to the exception available in other commercial zones, with an increased exception of fifteen feet.

The Planning Commission held a public hearing on October 23, 2014, and voted unanimously to forward a positive recommendation on the amendment with the changes outlined in this report. Specifically, the Commission forwarded a recommendation for a reduced setback exception, with the additional of a limitation to protect residential neighborhoods.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and choose from the options in Section H of this report. Options include approval with or without modifications, denial, or continuance.

B. Background: The applicant submitted an application for Concept Plan review of a commercial office building, along with a request to amend both the General Plan Land Use Map and Zone Map to Neighborhood Commercial (NC). Though the review process, it came to light that the property line for the subject property was further from Redwood Road than similar properties, and the required 25' setback would cause the building and signage to be less visible.

Other commercial zones permit the Council to grant up to one ten-foot setback exception, however the Neighborhood Commercial zone does not. To enable the building to be placed fifteen feet closer to Redwood Road, the applicant is requesting to add similar exception language to the NC zone, increasing the exception from ten to fifteen feet.

C. Specific Request:

Section 19.04.20 outlines the requirements for the NC zone. Specifically, the setback requirements are 25 feet from any property line.

The Regional Commercial, Office Warehouse, Industrial, Business Park, and Institutional/Civic zones contain an exception clause that allows the Council to "reduce no more than one setback by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. The City Council may consider the quality of the proposed materials, landscaping improvements, or other buffers to determine if an aesthetically pleasing public view of the site will be created." This exception is not currently available in the NC, Mixed Use, or Mixed Lakeshore zones.

The applicant proposed amendments to the NC zone are below:

19.04.20.5. Setbacks and Yard Requirements

a. All structures in this zone are required to maintain minimum setbacks as follows:
   i. Front: twenty-five feet.
   ii. Sides: twenty-five feet.
   iii. Rear: twenty-five feet.
   ~~iii.~~iv. Exceptions: the City Council may reduce no more than one setback requirement by up to fifteen feet if in its judgment the reduction provides a more attractive and efficient use of the property.

The Planning Commission recommended the following amendment, with the Commission directed changes highlighted in blue:

19.04.20.5. Setbacks and Yard Requirements

a. All structures in this zone are required to maintain minimum setbacks as follows:
   i. Front: twenty-five feet.
   ii. Sides: twenty-five feet.
   iii. Rear: twenty-five feet.
   iv. Exceptions: the City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. No setback exceptions shall be granted for property lines abutting residentially developed or zoned property.

Staff has also provided the following potential alternative criterion to provide more clarity for when the exception may be utilized: *"if in its judgment the reduction does not negatively impact adjacent property owners."*

D. Process: Section 19.17.03 of the Code outlines the process for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
   ***Complies**. The application was submitted on September 25, 2014, and their hearing was held within the 30 days.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use

Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.

Complies. *Please see Sections F and G of this report. The Planning Commission made a recommendation based on these criteria.*

3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.

   Complies*. Please see Section E of this report. A Planning Commission hearing was held and recommendation made, and a public hearing noticed and scheduled with the City Council.*

4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.

   Complies*. Please see Section E of this report.*

E. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; while the request is by one property owner, these amendments are City-wide and no mailed notice was required. As of the date of this report, no public input has been received beyond the Planning Commission hearing on October 23, 2014.

F. General Plan:

Land Use Element

The General Plan has stated goals of responsible growth management, the provision of orderly and efficient development that is compatible with both the natural and built environment, establishment of a strong community identity in the City of Saratoga Springs, and implementation of ordinances and guidelines to assure quality of development.

Staff conclusion: consistent

The proposed change provides additional flexibility in the exercise of property rights, while not being an automatic increase. The City Council gains flexibility while still having the ability to require quality development, protect aesthetics, and maintain the community identity.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

Code amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the Code.

The criteria for an ordinance (Code) change are outlined below, and act as guidance to the Council in making a decision, and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
   Consistent*. See Section F of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
   Consistent. *The amendment will permit the consideration of a setback exception, but is not automatic. The City Council will be able to ensure that the general welfare is not adversely affected when making exception decisions.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
   Consistent. *The stated purposes of the Code are found in section 19.01.04:*
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;
      c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
      d. enhance the economic well-being of the municipality and its inhabitants;
      e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
      f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
      g. stabilize and conserve property values;
      h. encourage the development of an attractive and beautiful community; and
      i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

   The amendment will permit the potential for additional use of private property, which may increase property values, while ensuring that appropriate standards are in place that will be effective and supportive of the General Plan.

   The request is for a fifteen-foot exception, which brings the minimum setback for any yard down to ten feet. The current ten-foot exception in the RC, OW, I, and IC

zones permits reduced setbacks of ten to twenty feet, which is a larger range. For consistency, Staff recommends that the Council consider the Commission's recommendation to modify the request to state a ten-foot exception, to better ensure consistency and orderly growth.

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
   Consistent. *With Council consideration rather than an automatic reduction, the potential increased use of property will be limited and only implemented where it does not negatively impact the interests of the public and community.*

H. Recommendation / Options:

Staff recommends that the City conduct a public hearing, discuss any public input received, and choose from the options below.

Option A – Approval
Staff recommends that the Council choose to **approve** the amendment, as proposed or with modifications:

Motion: "Based upon the evidence and explanations received today, I move to **approve** the proposed amendment to Section 19.04.20, with the Findings and Conditions below:

Findings:
1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference, by supporting the goals and policies of the General Plan.
2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference, and will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public.
3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:
1. The setback exception shall be **ten/fifteen** feet.
2. The amendments shall be edited as directed by the Council: _____
   a. _____
   b. _____
   c. _____

Alternative Option B – Continuance
Vote to **continue** the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision.

Motion: "I move to continue the amendments to Section 19.04.20 of the Code to the December 2nd meeting, with the following changes to the draft:

_____

_____

_____

Alternative Option C – Denia
Vote to **deny** the proposed Code amendments.

Motion: "Based upon the evidence and explanations received today, I move to **deny** the proposed amendments to Section 19.04.20 of the Code with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Council:_____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. Section 19.05.02.10, proposed amendments (page 7)
2. Section 19.05.02.10, amendment as modified by the Commission (page 7)
3. Applicant request packet & explanations (pages 8-11)
4. October 23, 2014 Planning Commission Minutes (pages 12-13)

EXHIBIT 1

19.04.20.5. Setbacks and Yard Requirements

a. All structures in this zone are required to maintain minimum setbacks as follows:
   i. Front: twenty-five feet.
   ii. Sides: twenty-five feet.
   iii. Rear: twenty-five feet.
   iv. Exceptions: the City Council may reduce no more than one setback requirement by up to fifteen feet if in its judgment the reduction provides a more attractive and efficient use of the property.

EXHIBIT 2

19.04.20.5. Setbacks and Yard Requirements

a. All structures in this zone are required to maintain minimum setbacks as follows:
   i. Front: twenty-five feet.
   ii. Sides: twenty-five feet.
   iii. Rear: twenty-five feet.
   ~~iii.~~iv. Exceptions: the City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property / or if in its judgment the reduction does not negatively impact adjacent property owners. No setback exceptions shall be granted for property lines abutting residentially developed or zoned property.

REQUEST FOR CODE / ZONING AMENDMENT

Item: Request for amendment to the City code of Saratoga Springs City
Address: 41 East 1140 North, Saratoga Springs, UT
Date: September 24, 2014
Before: Planning Commission and City Council
Prepared by: Blaine Hales, Manager of Saratoga Springs Professional Building, LLC

Overview:

Mr. Blaine Hales and partners, owners of a parcel of land located at 41 East 1140 North requests an amendment to the Saratoga City Code. More specifically, Mr. Hales proposes to add an exception to the setback requirements in the Neighborhood Commercial Zone. This exception would allow the City Council to reduce one setback requirement by up to fifteen feet if in its judgment the reduction provides a more attractive and efficient use of the property.

Proposal:

The current city code relating to building setbacks in the Neighborhood Commercial zone (19.04.20) is as follows:

5. **Setbacks and Yard Requirements.**
    a. All structures in this zone are required to maintain minimum setbacks as follows:
        i. Front: twenty-five feet
        ii. Sides: twenty-five feet
        iii. Rear: twenty-five feet

I propose to add an exception that would allow the city council to reduce one setback by up to 10 feet under certain conditions. The following shows my proposal highlighted in red:

5. **Setbacks and Yard Requirements.**
    a. All structures in this zone are required to maintain minimum setbacks as follows:
        i. Front: twenty-five feet
        ii. Sides: twenty-five feet
        iii. Rear: twenty-five feet
        iv. Exceptions: The City Council may reduce no more than one setback requirement by up to fifteen feet if in its judgment the reduction provides a more attractive and efficient use of the property.

Purpose and Reasoning:

The purpose of this proposal is to allow for more flexibility in the design and layout of commercial buildings in the Neighborhood Commercial Zone. This same type of exception is already included in Saratoga City's Regional Commercial zone. The Regional Commercial zone allows a reduction up to 10 feet (in one setback) which could reduce the smallest setback of 20 feet down to 10 feet. My proposal allows a reduction up to 15 feet which could also reduce a single Neighborhood Commercial setback from 25 feet to 10 feet (equal to the Regional Commercial Zone).

Zoning codes often incorporate a one-size-fits-all policy to set standards for the development of properties within the city boundaries. For the most part, these standards are good for the community and the development of real estate. Commercial building sites however are often unique and can present difficult challenges in meeting all of the applicable physical and legal restrictions. Codes and/or restrictions that make sense in most cases might not be smart or reasonable in other situations. In these special circumstances it would be beneficial if the City had the option to make an exception. This amendment does not automatically change the setback standard for the Neighborhood Commercial Zone; it only allows the City Council to make a modification to a single setback if it makes common sense to do so in a special situation.

Application to our Development:

Our property fronts on Redwood road. Before we purchased the property, the previous owners developed a condominium project on the adjoining property to the rear (to the east). In 2007, as part of the site approval process, the original owners were required to dedicate a certain amount of land to the city for the road right of way and for a 30 foot wide landscape strip. Later, UDOT finalized the design for Redwood road and Saratoga Springs City transferred the street right of way to UDOT. The UDOT ownership includes the road and it also extends about 13 feet into the existing landscape strip. That left Saratoga Springs with the ownership of a strip of land approximately 43 feet wide. Instead of having a 30 foot landscape strip between our property and Redwood road, the city actually has a 43 foot wide strip of land. The city's 43 foot wide landscape strip coupled with UDOTS 13 feet of landscaping adds up to a 56 foot wide landscape strip between our property and the road. This puts our parcel of land 56 feet behind the physical roadway. The zoning for the Neighborhood Commercial Zone has standard setbacks of 25 feet on all sides. After applying the setback, our building will be placed approximately 81 feet east of redwood road. This is much deeper than typical.

If the landscape strip in front of our property was the standard 30 feet wide and we applied a setback of 25 feet, our building would only be located 55 feet from the road. This is 26 feet closer than the setback that is required in our special situation. If our proposal to amend the city code is accepted, the City Council would have the option to consider our unusual circumstances and reduce the required setback on Redwood road. This exception, if allowed, would permit us to place our building about 66 feet from the road instead of 81 feet.

Allowing this exception would be beneficial to the design of our site. It would allow us to have better visibility and exposure to traffic on Redwood road. It would save precious city water because the total strip of lawn area between the road and the building would be reduced by a width of 15 feet (or approximately 2,400 SF). Our site already has a very large amount of landscaping – far more than required by code. Moving the building 15 feet forward would also allow the construction of a few more parking places to the rear which greatly benefits the patients at a medical office building. Allowing this exception would not harm the city or our neighbors in any way. In fact, granting exceptions in cases like ours will allow for more consistency in the setbacks of commercial buildings in the city.

Summary:

We respectfully request the approval of our proposal to amend the city code. Granting this request will give the City Council the option to reduce a single set back on properties located in the Neighborhood Commercial zone, with the condition that the reduction proves to be more attractive or efficient in the development of a commercial building site.

Street and Landscape Map
Measurments for landscape area
Legend
41 E 1140 N, Saratoga Springs, UT 84045, USA
APN: 515080001
Citys portion of landscape strip 43 feet
Total landscape depth of 56 feet
Total landscape depth of 56 feet
41 E 1140 N, Saratoga Springs, UT 84045, USA
Citys portion of landscape strip 43 feet
Google earth
N

Brian McCune, M.D. said there would be potential for after-hours but it would be within constrains of Residential Commercial.

Kirk Wilkins asked what would prevent lights of cars from splashing on the neighborhood. He asked if they may be taking care of the wall that was falling down.

Blaine Hales said they thought they had been asked to put up a wall and they were planning on that. He hadn't worked with the falling wall and wasn't sure on that.

Kirk Wilkins asked if we could put a condition in or just ask them to work with the neighborhood. He worried that if they brought the setback forward and the Road needed widened that it might be too close.

Blaine Hales explained that the property line was already so far set back that if the roadways widened that they would have to tear out other office buildings along the road before they ever got as far back as them.

Kimber Gabryszak noted that to separate the zone there could be an effective screen; she defined it from the code.

Kirk Wilkins asked if they were amenable to that.

Blaine Hales said he thought it was already on the plan.

Kara North said that she forwarded the notes from the HOA to the City staff. She is a resident of that development. She thanked the developer for coming to this area. She likes the plans and the distinction they want to make, she is ok with that design. With respect to fencing and lighting she recommends they work to meet code. She is ok with the 15' setback because of the wide space. She is not surprised that the prior developer did not take care of things. They appreciate them coming in.

Jeff Cochran asked about snow removal and wasn't it a responsibility of the HOA?

Jeremy Lapin said they are not aware of any existing maintenance requirement but they recommend that an agreement be worked out with the HOA and new developer.

Jeff Cochran is in favor of the rezone and thinks it makes good sense. He has no concerns with the building; he thinks it's just fine.

Sandra Steele thinks the building somewhere else would be great but that our code is so specific on this area and we should address the code and why we don't think it should comply.

Kara North noted that 'compatible' is subjective and that the interior of their units are extremely modern and that their design is similar to what has been approved elsewhere.

Sandra Steele thinks there are some very specific 'shalls' in the code that should be followed.

Jeff Cochran encouraged them to take all their feedback and work with staff to comply with the code.

Motion by Kara North, I move to forward positive recommendation to the City Council for the General Plan Amendment and Rezone of the ~1.63 parcel 51:508:0004 from Mixed Use to Neighborhood Commercial, as identified in Exhibit 1, with the Findings and Conditions listed in the staff report. Seconded by Hayden Williamson Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

9. Public Hearing and Possible Recommendation: Revisions to the Land Development Code (Section 19.04, Neighborhood Commercial Setbacks).

Kimber Gabryszak reviewed the revision to the code.

Hayden Williamson asked what was standard in the rest of the code.

Kimber Gabryszak said the only other thing consistent was 10' the setback being reduced varies widely and that they are requesting this be 15 feet, there is a range of setbacks with a 10' exception.

Blaine Hales said it doesn't require them to ever allow it; it just gives them the option so if they feel it is worthy they can do that. He would like to have the 15' setback.

Public Hearing Open by Jeff Cochran
No public input at this time.
Public Hearing Closed by Jeff Cochran

Sandra Steele said we need to remember we are not just changing it for this property. She feels to give this extra 5 feet, then others will request it. She thinks to continue with the 10' as in the other areas would be more appropriate.

Hayden Williamson would be in favor of the 10' exception to be standard throughout the code.
Kirk Wilkins thinks the nice setbacks make the area look better and is a nice buffer between the buildings and the roads. He would go with the 10 ft.
Kara North agrees that for this applicant's purposes 15' would work out, but for in general 10ft. would be better.
Jeff Cochran asked if in reference to this applicant only, did the previous owner dedicate the area to the city?
Kimber Gabryszak said they have done some research on that and in this case the area was dedicated and we could sell the property back to them but it would have to be opened up to the whole market. If it was an actual error than the original surveyor could have it corrected but it wasn't an error, so that couldn't' be done.

Motion by Kirk Wilkins that Based upon the evidence and explanations received today, I move to forward a positive recommendation to the City Council for the proposed amendment to Section 19.04.20, with the Findings and Conditions listed in the staff report, with the clarification on condition 1 that the setback exception be 10 ft. Seconded by Kara North.

Kimber Gabryszak asked for clarification if they accepted the subcommittee recommendation on the limitation.
Kirk Wilkins amended the motion to add **a limitation to protect residential neighborhoods; no setback exceptions shall be granted for property lines abutting residentially developed or zoned property**.
Amendment accepted by Kara North.

Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

10. Approval of Reports of Action.
No Reports of Action tonight.

11. Approval of Minutes:
1. October 9, 2014.

Motion by Sandra Steele to accept the Minutes from October 9th 2014. Seconded by Kara North. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North. Motion passed unanimously.

12. Commission Comments.
No Comments.

13. Director's Report.
Kimber reported on the last City Council meeting. She reviewed what would be in upcoming meetings. She touched on whose Planning commission chairs were up at the end of the term. Only Jeff Cochran at this time and in 2015 it would be Eric Reese and Sandra Steele.

Meeting adjourned by Jeff Cochran

Adjourn 10:32 pm

_____
Date of Approval

_____
Planning Commission Chair
Jeff Cochran

_____
Lori Yates, City Recorder

ORDINANCE NO. 14-28 (11-18-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 19 of the City of Saratoga Springs Code, entitled "Land Development Code" was enacted on November 9, 1999 and has been amended from time to time; and

WHEREAS, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

WHEREAS, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

WHEREAS, the City Council has conducted a public hearing to receive comment on the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, following the public hearing, and after receipt of all comment and input, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

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

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply

with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

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

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

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