



SARATOGA  
SPRINGS

*Life's just better here*

1. 2020-3-17 Cc Agenda

Documents:

[2020-3-17 CC AGENDA AMENDED.PDF](#)

2. 2020-3-17 Cc Packet

Documents:

[2020-3-17 CC PACKET.PDF](#)



# AGENDA – City Council Meeting

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

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**CITY OF SARATOGA SPRINGS**  
**City Council Meeting**  
**Tuesday, March 17, 2020, 6:00 pm**

**Pursuant to the COVID-19 Federal Guidelines,  
this Meeting will be conducted electronically and  
Public attendance is not advised in order to meet  
congregation of 10 persons or less.**

## **WORK SESSION**

1. Public-Private Recreational Center.

## **POLICY MEETING**

2. Call to Order.
3. Roll Call.
4. Invocation / Reverence.
5. Pledge of Allegiance.
6. Public Input – Citizens may submit comments to the City Council via email to the City Recorder [clopiccolo@saratogaspringscity.com](mailto:clopiccolo@saratogaspringscity.com) ahead of the meeting.

## **REPORTS:**

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Planning, Engineering, Public Works. These reports may be found in the Meeting packet and questions emailed to Staff.

## **BUSINESS ITEMS:**

1. FY 2019-2020 Budget Amendments; Resolution R20-13 (3-17-20).
2. FY 2020-2021 Tentative Budget; Resolution R20-14 (3-27-20).

## **BUSINESS ITEMS:**

1. 2250 North Redwood Road General Plan Amendment, Rezone, Development Agreement, and Concept Plan, Jason Rickards Applicant; Ordinance 20-8 (3-17-20).
2. Ring Road General Plan Amendment and Rezone, City-Initiated, Ring Road and Redwood Road; Ordinance 20-10 (3-17-20).
3. Award of Engineering Services Contract for Well #7 Equipping to Hansen, Allen & Luce (HAL); Resolution R20-15 (3-17-20).

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

4. Award of Engineering Services Contract for Pony Express Parkway Extension to PEPG Engineering; Resolution R20-16 (3-17-20).

**MINUTES:**

1. March 3, 2020.

**CLOSED SESSION:**

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

**ADJOURNMENT**

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



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# City Council Staff Report

Author: Owen Jackson, Assistant City Manager  
Department: Administration  
Subject: Public-Private Recreation Center  
Date: March 17, 2020  
Type of Item: Work Session Discussion

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## Background:

The City was approached in November 2019 by Community Development Partners (CDP) with a proposal for a public-private partnership to build a recreation facility. CDP presented information and ideas in a work session during the November 19, 2019 City Council Meeting. The initial request was to locate the proposed facility on land the City currently owned or has under contract.

After further discussions with City staff, CDP decided to locate the facility at a different location. CDP is still very interested in having a public-private partnership for the facility. CDP plans to build a 162,000 square-foot facility, with approximately 57,500 square feet of recreation center and 108,500 square feet of field house space.

CDP has approached City staff with the following requests from the City as part of a public-private partnership: For the Council's ease items are noted as having a (One-time) or (Ongoing) fiscal impact note although the exact amount will need to be identified at a future time.

## Proposed City Partnership Items:

1. Use of City name.
2. City covers the cost of permit fees – The City cannot waive permit or impact fees and would need to account for any fees and pay for them out of an existing City revenue. (One-time fiscal impact)
3. Parking lot CAM costs – Request to have the City provide sweeping and potential other maintenance of the common area of maintenance for the parking lot. (Ongoing fiscal impact)
4. Exclusivity for 15-20 years – No City competing recreation center. This does not include a facility specific to aquatics. (Ongoing fiscal impact)
5. Allow CDP to negotiate with other cities wanting to use their services.
6. Annual lease for use of the building – CDP is requesting the City provide \$250,000 annually as a lease to use the facility. The proposed lease terms include:
  - o Term: 12 years.
  - o Payment: \$20,833/month (\$250,000 annually) due the first of each month.
  - o Guaranteed City Recreation Time: All day Saturday until 6pm, and two nights a week from 4-8pm for City Sponsored programs.
  - o City Events: 2 evening or day events per month. If fees are charged, a shared fee will be negotiated so we can cover janitorial and staffing.
  - o Clubs: 1 hour meeting blocks based upon availability.
  - o Non-Compete: City agrees not to compete by building and operating a fitness/recreation center during the lease term. (Does not include aquatics and fitness related aquatic activities). (Ongoing fiscal impacts)

For informational purposes, the City expenditures for recreation programs were approximately \$336,000 in FY16-17, \$392,000 in FY17-18, and \$546,000 in FY18-19. Per the Council's directive, the recreation program revenues have offset the costs for the programs.

City staff is requesting direction from the City Council on whether to continue with negotiations on a public-private partnership for a recreation facility, or pursue other options for a recreation facility in the future. The Council should provide policy direction on the proposed partnership items if the directive is to continue to negotiate with CDP as several requests have ongoing fiscal impacts the Council should consider as part of future approvals or commitments.



# Planning Department March 2020 Update



# 2020 Q1 Highlights

- Wildflower Zone 3 Pond site plan
- Jenny Chan Blossom Restaurant site plan
- Riverside Crossing site plan (medical campus)
- Pony Express Dental site plan
- Conditional Use Permits amendment
- Fox Hollow GPA/Rezone/MDA amendments
- Wander (Jordan Promenade) VP1 amendments
- Various plats
- Gina Grandpre started as a Planner II
- Code enforcement – 25 cases closed, 14 cases open (YTD)

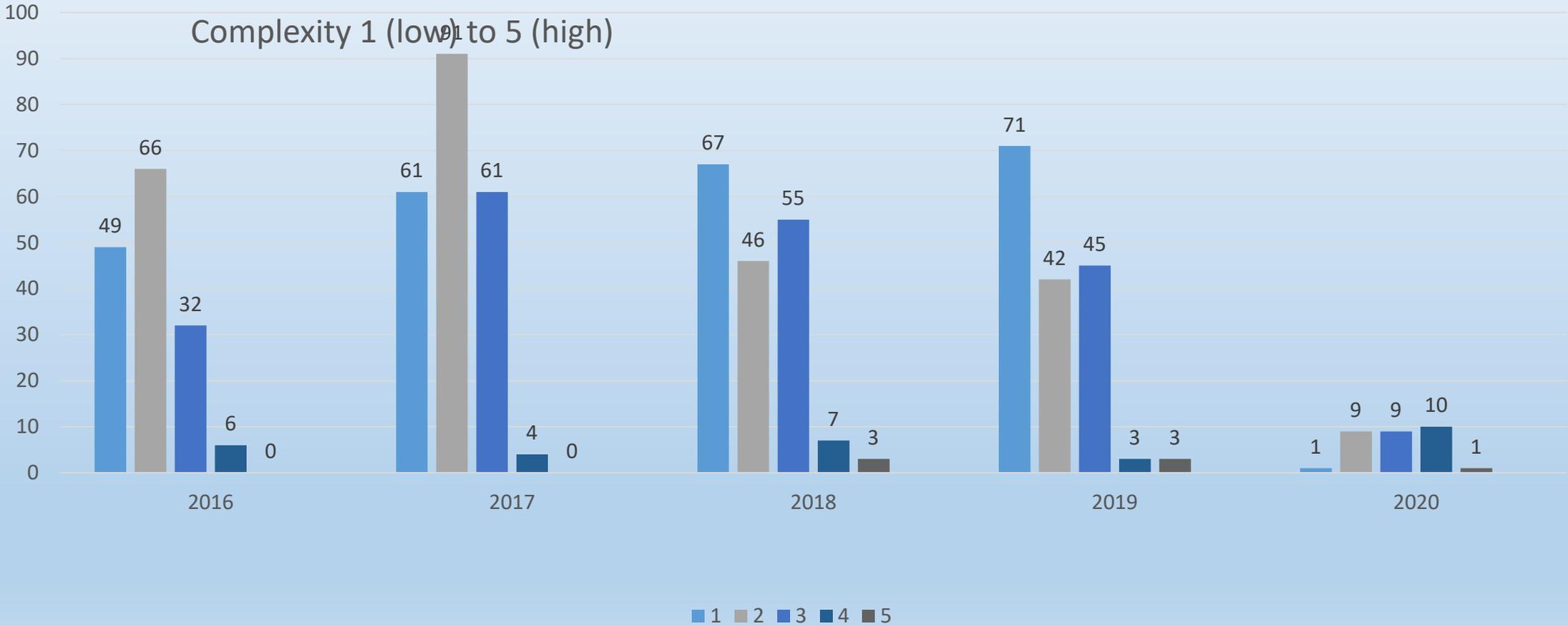


# Applications 2014-2020



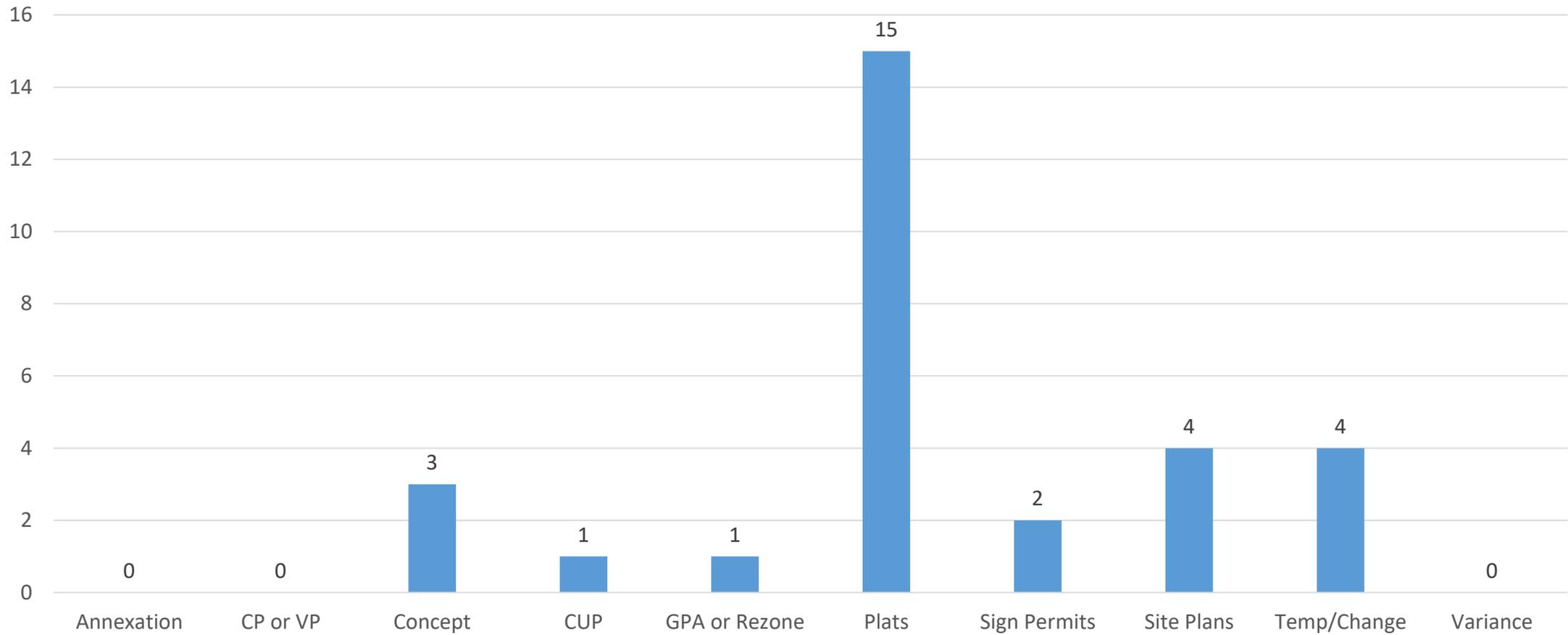


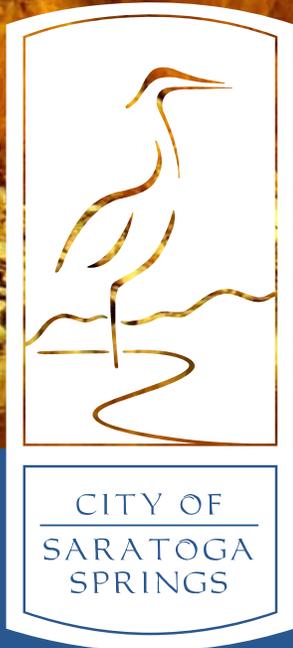
# 2016-2020 Application Complexity





# 2020 Development Requests





# Public Works 2020 Q1 Update



# Electrical Division

- Installed New Drive @ Well #6 and Replaced Conduit
- Repair Booster 1 A/C and Heater
- Upgrades to SCADA Radio System
- Street Light Repairs
- Installed and Take Down Street Light Banner Arm Holiday Decor
- Remodel at @ City Hall
  - LED light fixture conversion
  - Upgrade Wiring and cables
  - New Data Drops and Cable Management at Library
- Upgrades at New Police Station
  - Added and changed outlets and Ethernet ports
- Upcoming
  - Assist with Secondary Water System Startup
  - Assist with Installation of Fixed Network Collector at Well #6
  - Install Flow Meter at Culinary Well #3 (Last Well)
  - New Drive Installation at Booster #4 (Fox Hollow)



City Hall Electrical



Well #6 Motor Drive



# Water Division

## City Works (December – February)

- **Work Orders – 339**
- **Service Requests – 72**
- **Blue Stake Requests – 2,619**
- **Keeping up with New Meter Installs – 132 New Meter Install WO's**

## Fixed Network Meter Read System

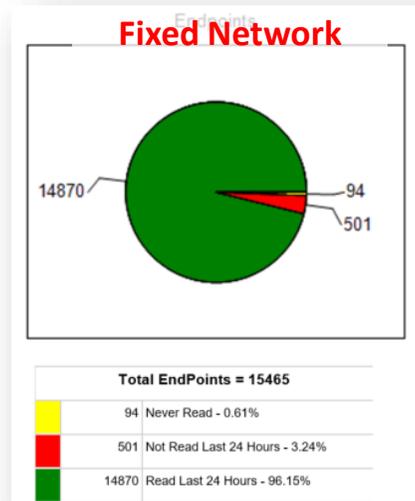
- 96% Reads
- 94 Never Read Meters

## Secondary Water Start Up

- Sweep and Clean Ponds
- Mowing, Trimming, Burning Canals
- Marina Algae Treatment chemical feed
- Oil Change at Culinary and Secondary Wells
- Clean and Rebuild Secondary Water System Filters

## Training

- Registered Storm Water Inspector (RSI) - Jesse Barney
- CDL - Greg
- Certified Backflow Technician - Colton Hall, Tyler Hoover



## Upcoming Projects

- Rocky Mountain Strategic Entry Management Program
- New Fixed Network Collector @ Well #6
- SCADA System Training
- SCADA System Audit and Debug



# Sewer & Storm Water Division

## Recent Projects

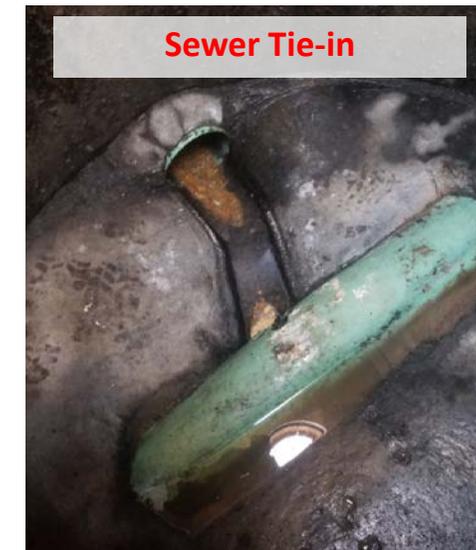
- Manhole Rehabilitation - 6 Manholes Repaired
- Assisted Streets in Relocating Shed at North Fire Station
- Found and Repaired Sewer Tie-in in Harvest Hills
- Found and Raised Missing Manhole in Redwood Road
- Replaced Pump in Lift #6 ( Marina)
- Cleared Sewer back-up in McGregor due to Contractor Debris

## City Works (December – February)

- Work Orders – 26
- Service Requests – 3

## Upcoming

- Install new Motor Control Cabinet (MCC) at Lift Station #6
- Ongoing Line Jetting and MH Inspections
- Sewer Line Rapid Assessment Program
- Level 3 Collections and RSI Certifications





# Parks Division

## Recent Accomplishments

- Tree Ring project at Patriot Park
- New Handrail and Bike Rack at Israel Canyon Park
- All restrooms received new paint, air fresheners, baby changing tables (Shay and Neptune). Light replacements at Harvest Park.
- New Shelving and lighting at parks barn.
- Hydro seeder trailer install/set up.
- Playground re-surfacing with new wood chips. (Was able to complete it a week faster from last year.)

## Upcoming Goals

- Irrigation start ups
- Restroom startups
- Seasonal hiring and training
- Hydro seeding stressed areas in soccer fields
- Holden and Cole to take their Certified Irrigation Technician test to be certified from the Irrigation Association.
- Ballfield infield grooming startups, and revamp infield irrigation coverage.
- Arbor Day Celebration.

## Training

- CDL – Trevor Seguin, Kaleb McEwan
- Pesticide Applicators License - Trevor Seguin
- Certified Arborist - Jacob Motter
- Certified Municipal Arborist - Haven Linde
- Sports Turf Management Association Seminar - Holden and Trevor

## City Works (December – February)

- **Work Orders – 116**
- **Service Requests - 8**



**Bike Racks at Israel Canyon Trailhead Park**



**Tree Rings at Patriot Park**



# Streets Division

## Recent Projects

- Citywide Pothole Repairs
- Assisted in Shed Relocation at North Fire Station
- ADA Ramp inspections to prepare CDBG Project Application
- Installed Fencing and Gate at North Marina

## Upcoming Projects

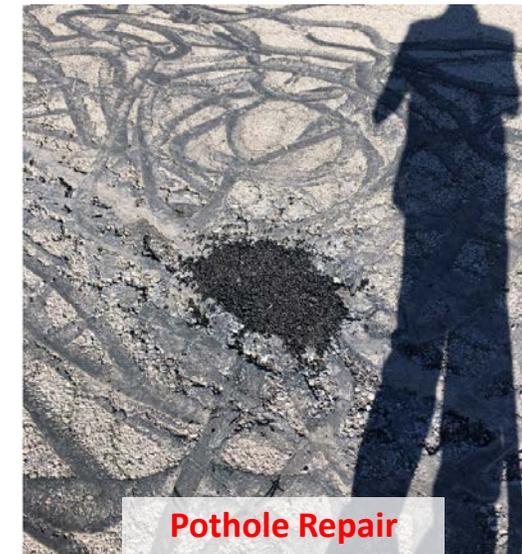
- Citywide Sweeping to begin for Spring as weather permits
- Manhole and Valve Collar Audit and Repair
- Salter Rack Extension (4 Additional Bays)
- Prepare roads for spring painting program

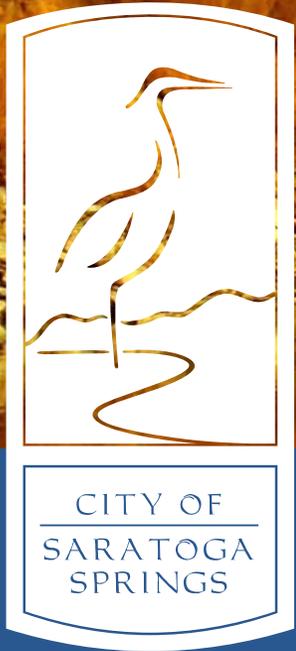
## City Works (December – February)

- Work Orders – 90
- Service Requests - 15

## Training

- CDL Class B - Darl Brown, Kaden Hardy, Jake Allinson
- LTAP Road Scholar - Josue Valdez
- Registered Stormwater Inspector (RSI) Certification: Curtis Bullock, Josue Valdez, Colt Peterson, Chris Klingel, Kaden Hardy





# Engineering Department



# Engineering Department

## Performance Measures

Measure	Jul 2019 to Now Actual/Target	FY 2018 Actual/Target	FY 2017 Target/Actual	FY 2016 Target/Actual	FY 2015 Actual
Reviews completed within 2 weeks	83%/90%	80%/95%	44%/95%	95%/100%	NA
New comments after first review	2/0 (Since January 1 <sup>st</sup> )	NA	NA	NA	NA
Traffic counts	3/10	18/20	9/20	18/20	9



# Engineering Department

## Project Goals (January 2020)

- Update the Transportation Master Plan – Underway.
- Update the Transportation Impact Fee Facilities Plan – Will follow the TMP.
- Foothill Boulevard Corridor Preservation – MAG application this week.
- Engineering Standards Revisions – Coming within a couple months.
- Code Amendments for Floodplain, Debris Flow, and Flood Flow Issues.



## City Council Staff Report

**Author:** Justin Sorenson, Budget Administrator  
**Subject:** Budget Amendment  
**Date:** March 17<sup>th</sup>, 2020  
**Type of Item:** Resolution

**Summary Recommendation:** Staff recommends approval of the following by resolution amending the budget for the fiscal year 2019-20.

### Description

#### A. Topic

This is the fifth budget amendment for the fiscal year 2019-2020.

#### B. Background

Attached is the detail of the requested budget amendments for this budget amendment.

#### C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

**Recommendation:** Staff recommends approval of the resolution amending the budget for the fiscal year 2019-20.

**2019-2020 Budget Amendment Supplemental #5**

<b>G/L Account</b>	<b>Department</b>	<b>Description</b>	<b>Budget</b>	<b>Amount</b>	<b>Debit/Credit</b>	<b>Notes/Comments</b>
<b>General Fund</b>						
<b>Expenditures</b>						
10-4150-350	Non Departmental	Consulting Services	\$ 15,000	\$ 40,300	\$ 25,300	Strategic Plan
10-4210-138	Police	Court/Standby Pay	\$ 14,900	\$ 19,900	\$ 5,000	Increase court security time
<b>Fund 24</b>						
24-4000-810	Water Improvement SID	Bond Call	\$ 114,000	\$ 245,000	\$ 131,000	Bond Call
<b>Fund 31</b>						
31-4000-793	Storm Drain	Reimbursement to developers	\$ -	\$ 78,938	\$ 78,938	Reimbursement for project PESA.
31-4000-706	Storm Drain	Reimbursement to developers	\$ 427,231	\$ 727,231	\$ 300,000	Reimbursement for Costco infrastructure.
<b>Fund 34</b>						
34-4000-710	Public Safety Capital	Fire truck loose equipment	\$ -	\$ 151,025	\$ 151,025	Loose Equipment needed for new truck.
<b>Fund 33</b>						
33-4000-771	Roads	Reimbursement to developers	\$ -	\$ 100,000	\$ 100,000	Reimbursement for Perelle Subdivision
<b>Fund 53</b>						
53-4000-786	Sewer	Reimbursement to developers	\$ -	\$ 212,876	\$ 212,876	Reimbursement for project N7
<b>Total Funding Impact</b>					\$ 973,839	

**RESOLUTION NO. R20-13 (3-17-20)**

**A RESOLUTION AMENDING THE CITY OF SARATOGA  
SPRINGS BUDGET FOR FISCAL YEAR 2019-2020 AND  
ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Saratoga Springs, Utah has found it necessary to amend the City's current 2019-2020 fiscal year budget; and

**WHEREAS**, pursuant to the Utah Uniform Fiscal Procedures Act for Utah Cities, the City has published public notice of the proposed budget amendment at least seven days in advance in the Daily Herald, a newspaper of general circulation in Utah County, on the Utah Public Notice Website, and on the City's website; and

**WHEREAS**, pursuant to the Utah Uniform Fiscal Procedures Act for Utah Cities, the City Council has conducted a public hearing to receive public comment on the proposed budget amendment; and

**WHEREAS**, after conducting the public hearing and after due consideration of the public comment given, the City Council has determined that the proposed budget amendment is in the best interests of the public health, safety, and welfare, and will assist in the efficient administration of City government.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Saratoga Springs, Utah, that the budget amendments, attached as Exhibit A hereto are hereby adopted. This Resolution shall take effect immediately upon passage.

**PASSED** this 17<sup>th</sup> day of March, 2020.

**CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION**

\_\_\_\_\_  
Jim Miller, Mayor

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

**2019-2020 Budget Amendment Supplemental #5**

<b>G/L Account</b>	<b>Department</b>	<b>Description</b>	<b>Budget</b>	<b>Amount</b>	<b>Debit/Credit</b>	<b>Notes/Comments</b>
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<b>Total Funding Impact</b>					<b>\$ 973,839</b>	



## City Council Staff Report

**Author:** Justin Sorenson, Budget Administrator  
**Subject:** Budget Fiscal Year 2020-2021  
**Date:** March 17, 2020  
**Type of Item:** Discussion

**Summary Recommendation:** Staff recommends a review and discussion of the City Manager recommended budget for fiscal year 2020-2021.

### Description

#### A. Topic

City Manager recommended budget for fiscal year 2020-2021.

#### B. Background

Budget requests were requested for fiscal year 2020-2021 from all city departments by November 2019. The requests were compiled and reviewed by the Finance Manager through December 2019. During the months of December 2019 and January 2020 meetings were held with the department head or employee submitting the request. The budget committee discussed all requests in great detail to determine if it was a viable request. The attachment of the Budget Request Summary shows all the requests that were submitted and the requests our City Manager recommended. Soon to follow is the Tentative Budget Document 2020-2024.

#### C. Analysis

A balanced budget formalizes the City's resolve to remain fiscally and legally responsible.

**Recommendation:** Staff recommends review and discussion of the City Manager recommended budget for the fiscal year 2020-2021.

FY2020 Budget Requests						
Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
<b>GENERAL FUND</b>						
<b>Administration</b>						
N	PT AP Clerk to FT AP Clerk	\$ -	\$ 30,823	\$ 32,364	\$ -	\$ -
Y	Executive Admin Assistant PT to FT	\$ 24,749	\$ 49,497	\$ 49,497	\$ -	\$ 49,497
Y	Data Analyst	\$ -	\$ 91,272	\$ -	\$ -	\$ 91,272
<b>Building Inspection</b>						
Y	New Inspector III	\$ -	\$ 126,037	\$ 93,037	\$ 33,000	\$ 93,037
Y	New FT Admin Assistant (shared with building, planning)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724
Y	Reclass 2 FTE Inspector II to III	\$ -	\$ 8,866	\$ 8,866		
<b>Civic Events</b>						
Y	FT Civic Events Coordinator	\$ -	\$ 51,626	\$ 53,949	\$ -	\$ 51,626
N	Storage Container	\$ -	\$ 3,500	\$ -	\$ -	\$ -
N	Truck	\$ -	\$ 41,000	\$ -	\$ -	\$ -
<b>Communications</b>						
	NONE					
<b>Engineering</b>						
Y	FT Assistant (shared with building, planning)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724
<b>Fire</b>						
N	Bay Expansion South Station	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Y	Personnel Transision from PT to FT	\$ -	\$ 918,153	\$ 873,153	\$ 45,000	\$ 873,153
Y	SAFER Grant	\$ -	\$ (654,864)	\$ (654,865)	\$ -	\$ (654,865)
<b>General Govt. Building and Grounds</b>						
Y	Increase to Operating Cost due to Public Safety Building and PW Expansion	\$ 25,000	\$ 51,000	\$ 51,000	\$ -	\$ 51,000
<b>IT Services</b>						
	NONE					
<b>Justice Court</b>						
Y	Increase Budget for Office Supplies (Paper, Postage Meter, Postage)	\$ -	\$ 4,296	\$ 4,296	\$ -	\$ 4,296
Y	Increase PT Hours (10 Hours weekly)	\$ -	\$ 10,327	\$ 10,843	\$ -	\$ 10,327
Y	PT Employee (15 Hours)	\$ -	\$ 14,215	\$ 14,926	\$ -	\$ 14,215
<b>Legal Department</b>						
Y	Law Clerk (New)	\$ -	\$ 16,800	\$ 17,640	\$ -	\$ 16,800
Y	Legal Assistant Hours Increase	\$ -	\$ 6,421	\$ 6,742	\$ -	\$ 6,421
Y	Travel Budget Increase, eProsecutor, Books/Memberships, Constable Fees	\$ -	\$ 5,038	\$ 5,201	\$ -	\$ 5,038
Y	Planning Land Use Attorney	\$ -	\$ 119,165	\$ -	\$ -	\$ 119,165
<b>Library Services</b>						
Y	FTE Library Assistant for Programming (New Position)	\$ -	\$ 69,702	\$ 68,352	\$ -	\$ 69,702
N	PT Library Assistant for Programming (1580 Hours)	\$ -	\$ 32,939	\$ 31,589	\$ -	\$ -
N	PT Library Page (New)	\$ -	\$ 15,383	\$ 15,383	\$ -	\$ -
Y	Digital Collections	\$ -	\$ 10,000	\$ 13,000	\$ -	\$ 10,000
Y	Computers & Software (BlueCloud, WhoFi, Sirsi Increase, Scheduling Pkg)	\$ -	\$ 5,350	\$ 5,488	\$ -	\$ 5,350
Y	Programming Increase (# of Sessions)	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
N	Library Internet	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ -
<b>Non-Departmental</b>						

FY2020 Budget Requests									
Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing			
	NONE								
<b>Parks &amp; Open Spaces</b>									
Y	3 Maintenance I to Maintenance II	\$ -	\$ 12,435	\$ 13,057	\$ -	\$ 12,435			
Y	Parks Maintenance 1 Patriot Park Specialist	\$ 28,921	\$ 68,860	\$ 68,860	\$ -	\$ 68,860			
Y	Parks Maintenance 1 Irrigation	\$ -	\$ 119,788	\$ 68,760	\$ -	\$ 119,788			
Y	Parks Maintenance 1 Trails and Open Space Specialist	\$ 50,311	\$ 119,788	\$ 68,760	\$ -	\$ 119,788			
<b>Planning &amp; Zoning</b>									
N	Planner II (New)	\$ -	\$ 93,404	\$ 93,404	\$ -	\$ -			
Y	Planning Admin Assistant FT (shared with engineering and building)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724			
<b>Police - Bluffdale</b>									
Y	Step Plan Increase	\$ -	\$ 67,068	\$ 67,068	\$ -	\$ 67,068			
<b>Police</b>									
N	2 New Police Officers	\$ -	\$ 367,509	\$ 274,584	\$ -	\$ -			
Y	Step Plan Increase	\$ -	\$ 187,372	\$ 196,741	\$ -	\$ 187,372			
Y	Convert Two Officers to Two Corporals	\$ 3,869	\$ 9,212	\$ 9,673	\$ -	\$ 9,212			
Y	Convert Sergeant to Lietenant	\$ 3,011	\$ 7,170	\$ 7,529	\$ -	\$ 7,170			
Partial	Officer Mid Year Adjust	\$ -	\$ 62,477	\$ 65,601	\$ -	\$ 62,477			
<b>Public Improvements</b>									
	NONE								
<b>Public Works</b>									
Y	Facilities, Fleet and Operations Mananger	\$ 41,864	\$ 126,000	\$ 99,677	\$ -	\$ 99,677			
Y	Public Works Parking Lot Expansion	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -			
Y	Public Works Perimeter Fencing	\$ -	\$ 120,000	\$ -	\$ 120,000	\$ -			
<b>Recorder</b>									
	NONE								
<b>Recreation</b>									
Y	Increase Site Supervisor Hours (425)	\$ -	\$ 6,830	\$ 6,830	\$ -	\$ 6,830			
Y	New Assistant Coordinator Position (1040 Hours)	\$ 4,244	\$ 10,104	\$ 10,104	\$ -	\$ 10,104			
Y	Increase Sports Official Hours (845)	\$ -	\$ 11,610	\$ 11,610	\$ -	\$ 11,610			
<b>Streets</b>									
Y	Streets Maintenance 2	\$ -	\$ 108,006	\$ 72,906	\$ -	\$ 72,906			
N	Streets Maintenance 2	\$ -	\$ 73,006	\$ 73,006	\$ -	\$ -			
Y	Reclassification Level 1 to Level 2	\$ -	\$ 4,145	\$ 4,145	\$ -	\$ 4,145			
Y	Paver Box Spreader	\$ -	\$ 27,550	\$ -	\$ 27,550	\$ -			
Y	General Fund Pay Plan	\$ -	\$ 442,265	\$ -	\$ -	\$ 442,265			
<b>General Fund Total</b>		<b>\$ 219,056</b>	<b>\$ 3,597,517</b>	<b>\$ 1,989,146</b>	<b>\$ 475,550</b>	<b>\$ 2,172,913</b>			
<b>STORM DRAIN CAPITAL PROJ FUND</b>									
Y	Clark Canyon	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ -			
Y	NRCS Watershed	\$ 178,560	\$ -	\$ -	\$ -	\$ -			
<b>Storm Drain Impact Fund Total</b>		<b>\$ 178,560</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>			

**FY2020 Budget Requests**

Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
<b>PARKS CAPITAL PROJECTS FUND</b>						
	NONE					
<b>Parks Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROADS CAPITAL PROJECTS FUND</b>						
	NONE					
<b>Roads Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>PUBLIC SAFETY CAPITAL PROJ FUND</b>						
Y	Ladder Truck Misc Equipment	\$ 151,025	\$ -	\$ -	\$ -	\$ -
<b>Public Safety Impact Fund Total</b>		\$ 151,025	\$ -	\$ -	\$ -	\$ -
<b>CAPITAL PROJECTS FUND</b>						
Y	Vehicle Replacement #136	\$ -	\$ 32,600	\$ -	\$ 32,600	\$ -
Y	Vehicle Replacement #119	\$ -	\$ 40,600	\$ -	\$ 40,600	\$ -
<b>General Capital Fund Total</b>		\$ -	\$ 40,600	\$ -	\$ 40,600	\$ -
<b>STREET LIGHTING FUND</b>						
Y	Maintenance 2 - Street Light Tech	\$ -	\$ 73,356	\$ 73,356	\$ -	\$ 73,356
<b>Streetlighting Fund Total</b>		\$ -	\$ 73,356	\$ 73,356	\$ -	\$ 73,356
<b>WATER FUND</b>						
Y	SCADA Tech	\$ -	\$ 20,820	\$ 20,820	\$ -	\$ 20,820
<b>Capital - Ongoing Operations non Impact Fee</b>						
Y	2300 West CUWCD Connection and Pipeline	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
<b>Secondary Water</b>						
Y	North Zone 2 6 AF Pond and Pump Station	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
Y	1,500 LF of 12 Inch, 20 Inch bore under pioneer, 200 LF of 18 Inch pipeline	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -
Y	Zone 1 N 17 AF pond and 2200 of 30" pipe	\$ 50,000	\$ -	\$ -	\$ -	\$ -
<b>Water Operations Fund Total</b>		\$ 50,000	\$ 2,750,000	\$ -	\$ 2,750,000	\$ -
<b>CULINARY WATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Water Culinary Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>2NDARY WATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Water Secondary Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>SEWER FUND</b>						

**FY2020 Budget Requests**

Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
Y	New Vehicle	\$ -	\$ 66,607	\$ -	\$ 66,607	\$ -
Y	Gen Lift 1	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ -
Y	Control Panel Lift 1	\$ -	\$ 79,640	\$ -	\$ 79,640	\$ -
<b>Sewer Operations Fund Total</b>		\$ -	\$ 206,247	\$ -	\$ 206,247	\$ -
<b>WASTEWATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Sewer Impact Fee Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>STORM DRAIN ENTERPRISE FUND</b>						
	NONE					
<b>Storm Drain Operations Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>WATER RIGHTS FUND</b>						
	NONE					
<b>Water Rights Operations Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Totals</b>		\$ 598,641	\$ 7,067,720	\$ 2,062,502	\$ 3,872,397	\$ 2,246,269

**RESOLUTION NO. R20-14 (3-17-20)**

**RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR  
THE CITY OF SARATOGA SPRINGS FOR THE FISCAL YEAR 2020-2021;  
SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING  
AND ADOPTION OF THE FISCAL YEAR 2020-2021 BUDGET; AND  
ORDERING THAT NOTICE OF THE PUBLIC HEARING  
BE PUBLISHED AT LEAST SEVEN DAYS IN ADVANCE.**

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

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

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

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

1. The City of Saratoga Springs does hereby adopt the tentative budget for fiscal year 2020-2021 as set forth and attached hereto.
2. Public hearings are hereby scheduled for Tuesday, March 17th, 2020 at 7:00 pm at the City Council Chambers at 1307 N. Commerce Drive, Suite 200, in Saratoga Springs, Utah, for the purpose of receiving public comment and input on the tentative municipal budget for the fiscal year 2020-2021.
3. The City Council orders that notice of the public hearings be published at least seven days prior to the March 17, 2020 hearing in a newspaper of general circulation in the county in which the City is located and on the Utah Public Notice Website.

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

**PASSED** this 17<sup>th</sup> day of March, 2020.

**CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION**

\_\_\_\_\_  
Jim Miller, Mayor

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

FY2020 Budget Requests						
Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
<b>GENERAL FUND</b>						
<b>Administration</b>						
N	PT AP Clerk to FT AP Clerk	\$ -	\$ 30,823	\$ 32,364	\$ -	\$ -
Y	Executive Admin Assistant PT to FT	\$ 24,749	\$ 49,497	\$ 49,497	\$ -	\$ 49,497
Y	Data Analyst	\$ -	\$ 91,272	\$ -	\$ -	\$ 91,272
<b>Building Inspection</b>						
Y	New Inspector III	\$ -	\$ 126,037	\$ 93,037	\$ 33,000	\$ 93,037
Y	New FT Admin Assistant (shared with building, planning)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724
Y	Reclass 2 FTE Inspector II to III	\$ -	\$ 8,866	\$ 8,866		
<b>Civic Events</b>						
Y	FT Civic Events Coordinator	\$ -	\$ 51,626	\$ 53,949	\$ -	\$ 51,626
N	Storage Container	\$ -	\$ 3,500	\$ -	\$ -	\$ -
N	Truck	\$ -	\$ 41,000	\$ -	\$ -	\$ -
<b>Communications</b>						
	NONE					
<b>Engineering</b>						
Y	FT Assistant (shared with building, planning)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724
<b>Fire</b>						
N	Bay Expansion South Station	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Y	Personnel Transision from PT to FT	\$ -	\$ 918,153	\$ 873,153	\$ 45,000	\$ 873,153
Y	SAFER Grant	\$ -	\$ (654,864)	\$ (654,865)	\$ -	\$ (654,865)
<b>General Govt. Building and Grounds</b>						
Y	Increase to Operating Cost due to Public Safety Building and PW Expansion	\$ 25,000	\$ 51,000	\$ 51,000	\$ -	\$ 51,000
<b>IT Services</b>						
	NONE					
<b>Justice Court</b>						
Y	Increase Budget for Office Supplies (Paper, Postage Meter, Postage)	\$ -	\$ 4,296	\$ 4,296	\$ -	\$ 4,296
Y	Increase PT Hours (10 Hours weekly)	\$ -	\$ 10,327	\$ 10,843	\$ -	\$ 10,327
Y	PT Employee (15 Hours)	\$ -	\$ 14,215	\$ 14,926	\$ -	\$ 14,215
<b>Legal Department</b>						
Y	Law Clerk (New)	\$ -	\$ 16,800	\$ 17,640	\$ -	\$ 16,800
Y	Legal Assistant Hours Increase	\$ -	\$ 6,421	\$ 6,742	\$ -	\$ 6,421
Y	Travel Budget Increase, eProsecutor, Books/Memberships, Constable Fees	\$ -	\$ 5,038	\$ 5,201	\$ -	\$ 5,038
Y	Planning Land Use Attorney	\$ -	\$ 119,165	\$ -	\$ -	\$ 119,165
<b>Library Services</b>						
Y	FTE Library Assistant for Programming (New Position)	\$ -	\$ 69,702	\$ 68,352	\$ -	\$ 69,702
N	PT Library Assistant for Programming (1580 Hours)	\$ -	\$ 32,939	\$ 31,589	\$ -	\$ -
N	PT Library Page (New)	\$ -	\$ 15,383	\$ 15,383	\$ -	\$ -
Y	Digital Collections	\$ -	\$ 10,000	\$ 13,000	\$ -	\$ 10,000
Y	Computers & Software (BlueCloud, WhoFi, Sirsi Increase, Scheduling Pkg)	\$ -	\$ 5,350	\$ 5,488	\$ -	\$ 5,350
Y	Programming Increase (# of Sessions)	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
N	Library Internet	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ -
<b>Non-Departmental</b>						

FY2020 Budget Requests									
Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing			
	NONE								
<b>Parks &amp; Open Spaces</b>									
Y	3 Maintenance I to Maintenance II	\$ -	\$ 12,435	\$ 13,057	\$ -	\$ 12,435			
Y	Parks Maintenance 1 Patriot Park Specialist	\$ 28,921	\$ 68,860	\$ 68,860	\$ -	\$ 68,860			
Y	Parks Maintenance 1 Irrigation	\$ -	\$ 119,788	\$ 68,760	\$ -	\$ 119,788			
Y	Parks Maintenance 1 Trails and Open Space Specialist	\$ 50,311	\$ 119,788	\$ 68,760	\$ -	\$ 119,788			
<b>Planning &amp; Zoning</b>									
N	Planner II (New)	\$ -	\$ 93,404	\$ 93,404	\$ -	\$ -			
Y	Planning Admin Assistant FT (shared with engineering and building)	\$ 12,362	\$ 24,724	\$ 24,724	\$ -	\$ 24,724			
<b>Police - Bluffdale</b>									
Y	Step Plan Increase	\$ -	\$ 67,068	\$ 67,068	\$ -	\$ 67,068			
<b>Police</b>									
N	2 New Police Officers	\$ -	\$ 367,509	\$ 274,584	\$ -	\$ -			
Y	Step Plan Increase	\$ -	\$ 187,372	\$ 196,741	\$ -	\$ 187,372			
Y	Convert Two Officers to Two Corporals	\$ 3,869	\$ 9,212	\$ 9,673	\$ -	\$ 9,212			
Y	Convert Sergeant to Lietenant	\$ 3,011	\$ 7,170	\$ 7,529	\$ -	\$ 7,170			
Partial	Officer Mid Year Adjust	\$ -	\$ 62,477	\$ 65,601	\$ -	\$ 62,477			
<b>Public Improvements</b>									
	NONE								
<b>Public Works</b>									
Y	Facilities, Fleet and Operations Mananger	\$ 41,864	\$ 126,000	\$ 99,677	\$ -	\$ 99,677			
Y	Public Works Parking Lot Expansion	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -			
Y	Public Works Perimeter Fencing	\$ -	\$ 120,000	\$ -	\$ 120,000	\$ -			
<b>Recorder</b>									
	NONE								
<b>Recreation</b>									
Y	Increase Site Supervisor Hours (425)	\$ -	\$ 6,830	\$ 6,830	\$ -	\$ 6,830			
Y	New Assistant Coordinator Position (1040 Hours)	\$ 4,244	\$ 10,104	\$ 10,104	\$ -	\$ 10,104			
Y	Increase Sports Official Hours (845)	\$ -	\$ 11,610	\$ 11,610	\$ -	\$ 11,610			
<b>Streets</b>									
Y	Streets Maintenance 2	\$ -	\$ 108,006	\$ 72,906	\$ -	\$ 72,906			
N	Streets Maintenance 2	\$ -	\$ 73,006	\$ 73,006	\$ -	\$ -			
Y	Reclassification Level 1 to Level 2	\$ -	\$ 4,145	\$ 4,145	\$ -	\$ 4,145			
Y	Paver Box Spreader	\$ -	\$ 27,550	\$ -	\$ 27,550	\$ -			
Y	General Fund Pay Plan	\$ -	\$ 442,265	\$ -	\$ -	\$ 442,265			
<b>General Fund Total</b>		<b>\$ 219,056</b>	<b>\$ 3,597,517</b>	<b>\$ 1,989,146</b>	<b>\$ 475,550</b>	<b>\$ 2,172,913</b>			
<b>STORM DRAIN CAPITAL PROJ FUND</b>									
Y	Clark Canyon	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ -			
Y	NRCS Watershed	\$ 178,560	\$ -	\$ -	\$ -	\$ -			
<b>Storm Drain Impact Fund Total</b>		<b>\$ 178,560</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>			

**FY2020 Budget Requests**

Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
<b>PARKS CAPITAL PROJECTS FUND</b>						
	NONE					
<b>Parks Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROADS CAPITAL PROJECTS FUND</b>						
	NONE					
<b>Roads Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>PUBLIC SAFETY CAPITAL PROJ FUND</b>						
Y	Ladder Truck Misc Equipment	\$ 151,025	\$ -	\$ -	\$ -	\$ -
<b>Public Safety Impact Fund Total</b>		\$ 151,025	\$ -	\$ -	\$ -	\$ -
<b>CAPITAL PROJECTS FUND</b>						
Y	Vehicle Replacement #136	\$ -	\$ 32,600	\$ -	\$ 32,600	\$ -
Y	Vehicle Replacement #119	\$ -	\$ 40,600	\$ -	\$ 40,600	\$ -
<b>General Capital Fund Total</b>		\$ -	\$ 40,600	\$ -	\$ 40,600	\$ -
<b>STREET LIGHTING FUND</b>						
Y	Maintenance 2 - Street Light Tech	\$ -	\$ 73,356	\$ 73,356	\$ -	\$ 73,356
<b>Streetlighting Fund Total</b>		\$ -	\$ 73,356	\$ 73,356	\$ -	\$ 73,356
<b>WATER FUND</b>						
Y	SCADA Tech	\$ -	\$ 20,820	\$ 20,820	\$ -	\$ 20,820
<b>Capital - Ongoing Operations non Impact Fee</b>						
Y	2300 West CUWCD Connection and Pipeline	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
<b>Secondary Water</b>						
Y	North Zone 2 6 AF Pond and Pump Station	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
Y	1,500 LF of 12 Inch, 20 Inch bore under pioneer, 200 LF of 18 Inch pipeline	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -
Y	Zone 1 N 17 AF pond and 2200 of 30" pipe	\$ 50,000	\$ -	\$ -	\$ -	\$ -
<b>Water Operations Fund Total</b>		\$ 50,000	\$ 2,750,000	\$ -	\$ 2,750,000	\$ -
<b>CULINARY WATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Water Culinary Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>2NDARY WATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Water Secondary Impact Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>SEWER FUND</b>						

**FY2020 Budget Requests**

Y/N City Manager Recommended	Request	FY 2020 Adjusted Budget	FY 2021 Dept Request	FY 2022 Dept Request	Recommended FY 2021 with one time revenues	Recommended FY 2021 Ongoing
Y	New Vehicle	\$ -	\$ 66,607	\$ -	\$ 66,607	\$ -
Y	Gen Lift 1	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ -
Y	Control Panel Lift 1	\$ -	\$ 79,640	\$ -	\$ 79,640	\$ -
<b>Sewer Operations Fund Total</b>		\$ -	\$ 206,247	\$ -	\$ 206,247	\$ -
<b>WASTEWATER CAPITAL PROJ FUND</b>						
	NONE					
<b>Sewer Impact Fee Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>STORM DRAIN ENTERPRISE FUND</b>						
	NONE					
<b>Storm Drain Operations Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>WATER RIGHTS FUND</b>						
	NONE					
<b>Water Rights Operations Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Totals</b>		\$ 598,641	\$ 7,067,720	\$ 2,062,502	\$ 3,872,397	\$ 2,246,269



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**City Council  
2250 North Redwood Road GPA/Rezone/Concept  
March 17, 2020  
Business Item**

Report Date: March 10, 2019  
Applicant: JDH Development, LLC & Rafati Holding, LLC  
Owner: JDH Development, LLC  
Location: ~2250 North Redwood Road  
Major Street Access: Redwood Road  
Parcel Number(s) & Size: 58:023:0171, 20.52 acres; 58:023:0191, 2.44 acres; 58:023:0118, 0.20 acres; and 58:023:0120, 1.54 acres  
Land Use Designation: Office  
Parcel Zoning: Mixed Use, Regional Commercial, and Office Warehouse  
Adjacent Zoning: R1-10, Rural Residential, Agriculture  
Current Use of Parcels: Dwelling and agriculture  
Adjacent Uses: Commercial, residential, vacant  
Previous Meetings: None  
Previous Approvals: None  
Type of Action: Legislative  
Land Use Authority: City Council  
Future Routing: City Council  
Planner: David Stroud, Planning Director

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**A. Executive Summary:**

The applicant requests the City amend the General Plan land use map from Office (O) to Office Warehouse (OW) and rezone property from Regional Commercial (RC) and Mixed Use (MU) to Office Warehouse (OW) at approximately 2250 North Redwood Road as shown on Exhibit 1. The applicant also requests non-binding feedback on the proposed site plan of the proposed 2250 North Redwood Road project. This request affects approximately 24.70 acres.

**Recommendation:**

The Planning Commission recommends the City Council conduct a public meeting on the proposed General Plan amendment and rezone, take public comment, review and discuss the

proposal, and choose from the options in Section H of this report. Options include approval, denial, or continuation.

**B. Background:** The subject properties are unplatted. The applicant's objective is to amend the General Plan land use map, rezone the property, and then develop an *Office, Warehouse/Flex* project in the OW zone.

**C. Specific Requests:**

- Amending approximately 24.80 acres of the General Plan from Office to Office Warehouse.
- Amending 6.71 acres from the RC zone to the OW zone and 12.60 acres from the MU zone to the OW zone (5.49 acres are currently zoned OW).
- Non-binding feedback on the concept plan.

**D. Process:**

**Rezone and General Plan Amendment**

The table in Section 19.13.04 outlines the process requirements of a Rezone and General Plan Amendment. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council shall then either approve, continue, or deny the request.

**Concept Plan**

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

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

**E. Community Review:** This item was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. No public comments was received regarding this request. The notice was also posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).

**F. General Plan:** The General Plan designation of the subject property is Office. The applicant's request to change the zone from RC and MU to OW is not consistent with the current land use designation of O and must be changed. If amended, the OW zone is then consistent with General Plan land use designation of Office Warehouse. The Office and Office Warehouse land use designations are defined as follows:

Office (current):

Areas intended to provide locations for employment and economic development opportunities. Uses include large and small scale offices, business parks, and supporting service retail. These area can also serve as transitions between residential areas and major roadways.

Office Warehouse (proposed):

The Office Warehouse designation accommodates uses that permit a blend of warehouse and office uses within a campus-like setting. This category allow for

a mix of flex, high-tech space, and production uses. Generally, it is accessed off a collector street near highways; it should be convenient to transit access when feasible.

**Staff conclusion: Can comply.** *OW is an appropriate zone in the Office Warehouse land use designation, if the General plan map is amended.*

**G. Code Criteria:**

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

**Rezone and General Plan Amendment:**

Section 19.13.04 requires the Planning Commission to hold a public hearing and make a recommendation to the City Council regarding rezoning and General Plan amendments.

**Staff finding: complies.** *A Planning Commission public hearing was held on October 10, 2019. The Planning Commission forwards a recommendation of approval.*

**19.17.03. Planning Commission and City Council Review.**

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

*Petition review process was longer than 30 days due to development agreement consideration.*

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

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

3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 regarding a public hearing. **Staff finding: consistent.**

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

#### **19.17.04. Gradual Transition of Uses and Density.**

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

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

#### 2. Exceptions

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

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

**Staff finding: consistent.** The proposed development is not adjacent to any residential development and will not impact any low density development.

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

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

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

*The changes proposed are compatible with the surrounding land uses of Regional Commercial and Light Industrial.*

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

*The OW zone will not negatively impact any adjacent or zone. To the east, below the canal, is property that will soon become part of Lehi. The boundary adjustment plat will be recorded in*

the next week or so. Redwood Road exists to the west. Auto repair and storage units exist to the south and vacant/agriculture with two homes are located to the north.

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

*The purpose of Title 19 is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally. The proposed development complies with Title 19.*

4. In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change. **Staff finding: complies.**

*The proposed land use designation of Office Warehouse is not necessarily a better option than the existing Office land use designation. OW can potentially bring uses that can be viewed industrial in nature, which may or may not be appropriate in this location. However, OW zoning has been located adjacent to Harvest Hills and this location is not adjacent to any residential development.*

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

**Concept Plan Review**

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

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

19.04.01 Requirements		Office Warehouse	
Category To Be Reviewed	Regulation	Determination	How
Development Size (Minimum)	40,000 sq. ft.	<b>Complies</b>	24.80 acres
Lot Size (Minimum)	20,000 sq. ft.	<b>Complies</b>	2.39 acre minimum
Front/Corner Side Setback (Minimum)	20'	<b>Complies</b>	Exceeds
Interior Side Setback (Minimum)	25'	<b>Does Not Comply</b>	Side setback as little as 10 feet
Rear Setback (Minimum)	30' where adjacent to a residential, MU or MW zone. 20' next to all other zones.	<b>Complies</b>	

Building Separation (Minimum)	20'	<b>Complies</b>	
Lot Width (Minimum)	70'	<b>Complies</b>	
Lot Frontage (Minimum)			
Building Height (Maximum)	35'	<b>Does Not Comply</b>	<i>Exceeds 35 feet and may exceed greater depending on where "established grade" is located.</i>

19.05, Supplemental Regulations: **complies**.

19.06, Landscaping and Fencing: **can comply**. Details of fencing and landscaping to be determined at site plan stage.

19.09, Parking: **can comply**. Additional detail needed at site plan stage.

19.11, Lighting: **complies**. TBD at site plan.

19.12, Subdivisions: **can comply**. Plat required at a later phase.

19.13, Process: **complies**. Consistent with General Plan if proposed changes are approved. City code outlines preliminary and final plat requirements.

19.16, Site and Architectural Design Standards: **does not comply**. See Planning Review Checklist.

19.18, Sign Regulations: TBD at site plan stage.

**H. Recommendation and Alternatives:**

The Planning Commission recommends the City Council conduct a public meeting regarding the proposed request, provide feedback on the concept plan and approve the General Plan land use map amendment and rezone.

**Option 1 – Planning Commission Recommendation: approval**

I move to **approve** the request to amend the General Plan land use map and rezone property generally at 2250 North Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated December 31, 2019:

**Findings**

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

**Conditions:**

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit 1.
2. All requirements of the Fire Chief shall be met.
3. All City requirements shall be met.
4. Development agreement signed by the developer and City.
5. Any other conditions or changes as articulated by the Planning Commission:

**Option 2 – Continuance**

The City Council may choose to continue the item. “I move to **continue** the 2250 North Redwood General Plan land use map amendment and rezone to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Option 3 – Denial**

The City Council may also choose to deny the request. “I move to **deny** the request regarding the 2250 North Redwood General Plan land use map amendment with the findings and conditions below:

**Findings**

1. The General Plan amendment will result in a decrease in public health, safety, and welfare contrary to what is outlined in Section G of this report, which section is hereby incorporated by reference.
2. The rezone is not consistent with Section 19.17.05 of the Code, contrary to what is articulated in Section G of this report, which section is hereby incorporated by reference.

**Comments on Concept Plan:**

**J. Exhibits:**

1. Proposed General Plan land use map and zone change
2. City Engineer’s staff report
3. Aerial imagery
4. Concept plan
5. Planning review checklist

Exhibit 1  
General Plan Map



# Zoning Map

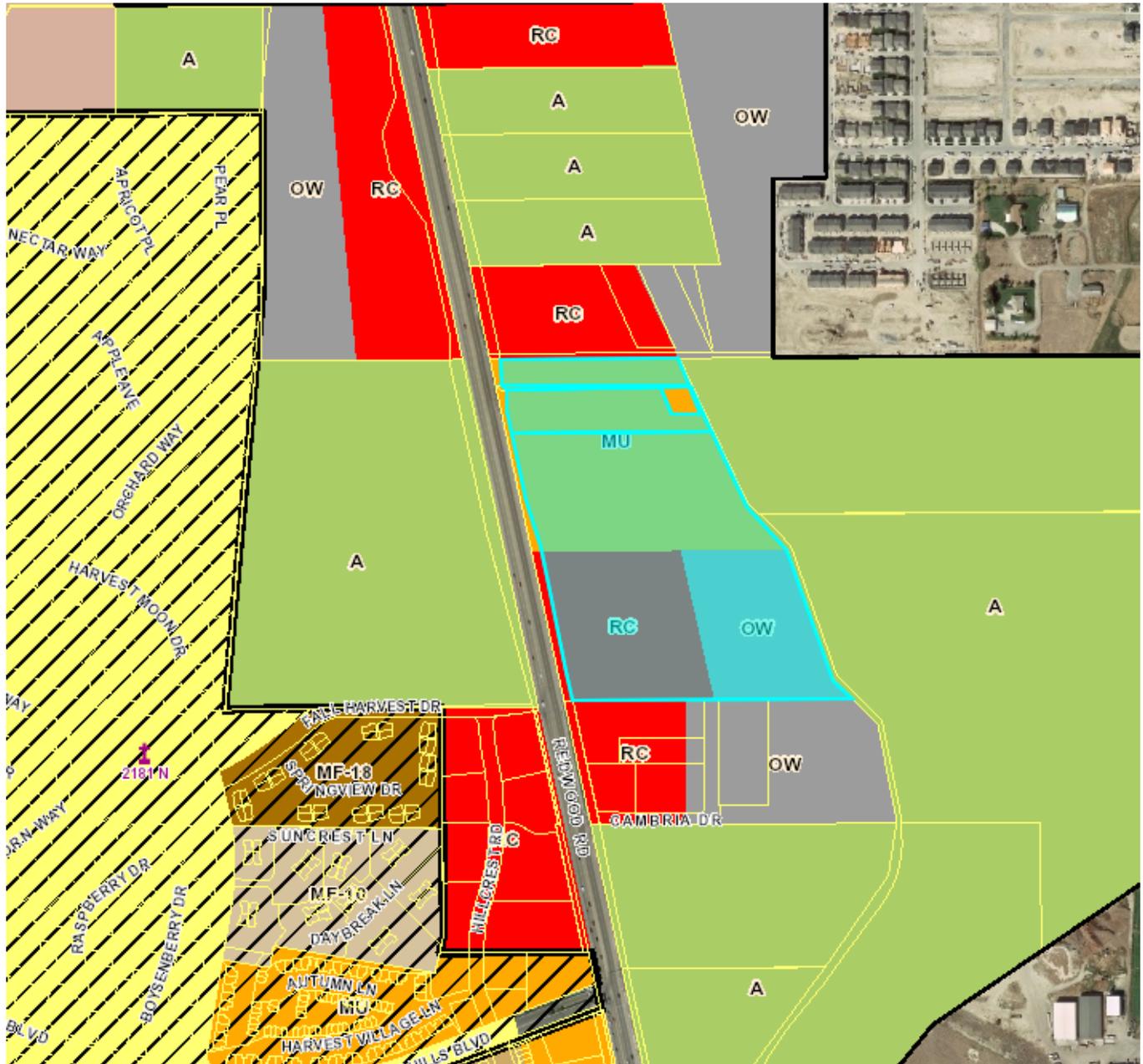


Exhibit 2

## **Staff Report**

**Author:** Gordon Miner, City Engineer

**Subject:** 2250 North Redwood – Concept Plan

**Date:** 10/10/19

**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:* JDH Development, LLC & Rafati Holding, LLC  
*Request:* Concept Plan  
*Location:* 2250 North Redwood  
*Acreage:* 20.52 acres – 4 Lots

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

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

Exhibit 3

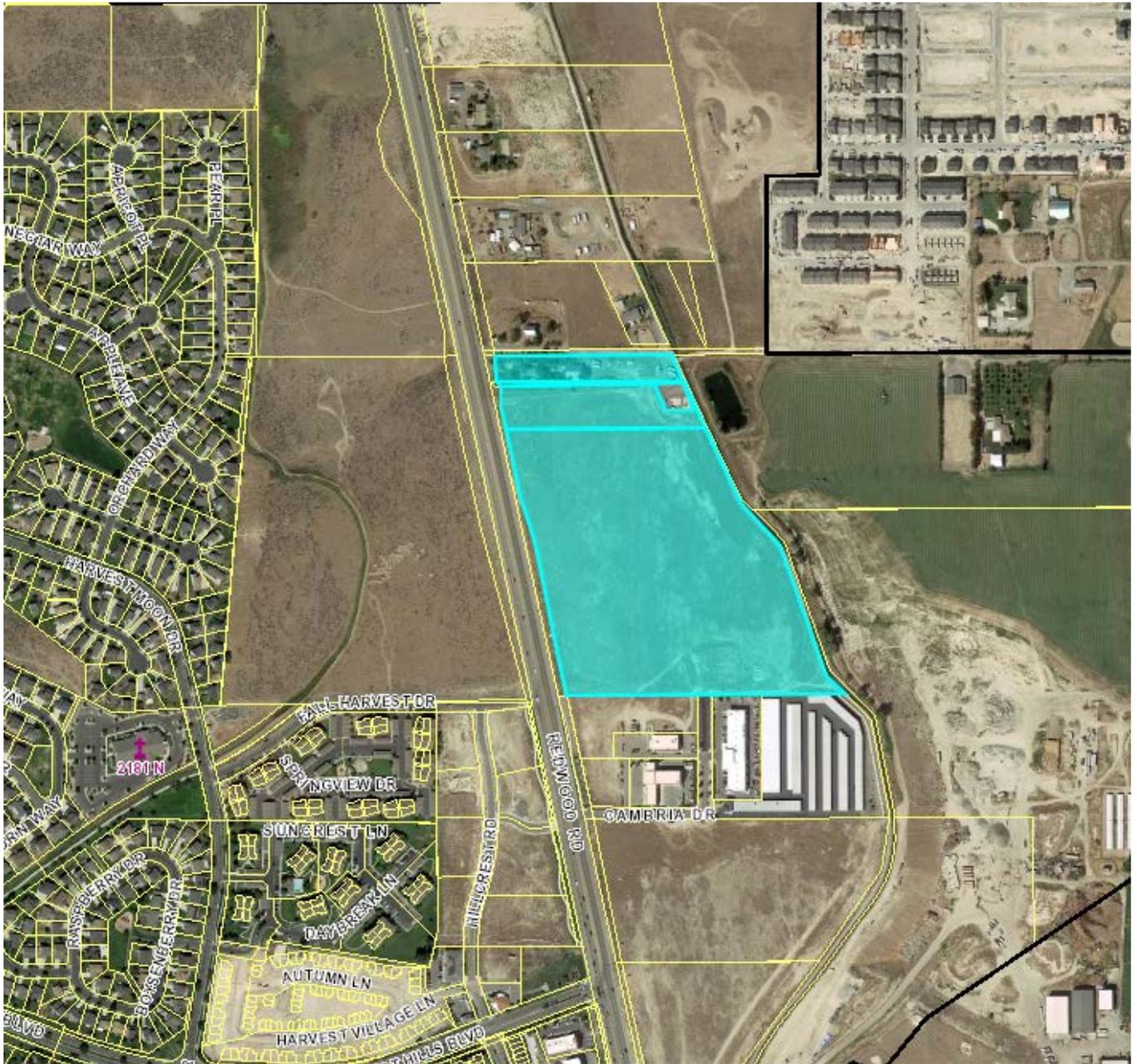
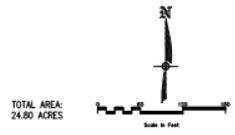
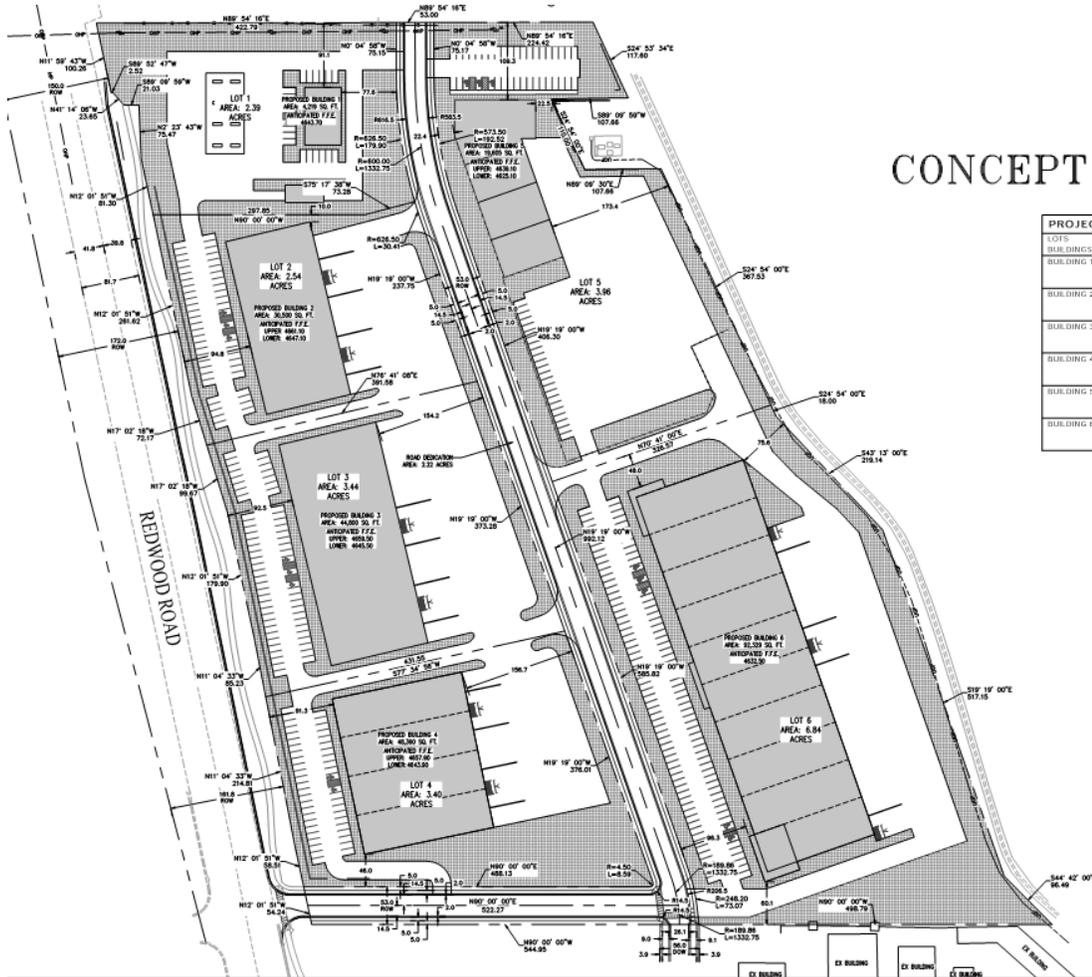


Exhibit 4



# CONCEPT SUBMITTAL

PROJECT SUMMARY	
LOTS	6
BUILDINGS	6
BUILDING 1	4,219 SQ. FT. 20 STALLS ADA STALLS 50,739 SQ. FT. LANDSCAPING
BUILDING 2	30,608 SQ. FT. 54 STALLS 2 ADA STALLS 28,232 SQ. FT. LANDSCAPING
BUILDING 3	44,800 SQ. FT. 92 STALLS 3 ADA STALLS 25,140 SQ. FT. LANDSCAPING
BUILDING 4	48,360 SQ. FT. 81 STALLS 3 ADA STALLS 48,180 SQ. FT. LANDSCAPING
BUILDING 5	19,800 SQ. FT. 41 STALLS 3 ADA STALLS 53,170 SQ. FT. LANDSCAPING
BUILDING 6	90,300 SQ. FT. 125 STALLS 15 ADA STALLS 89,100 SQ. FT. LANDSCAPING



## APPLICATION REVIEW CHECKLIST

### Application Information

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<b>Project Name:</b>	2250 North Rezone/GPA/Concept
<b>Project Request / Type:</b>	Concept and rezone
<b>Meeting Type:</b>	Public Hearing
<b>Applicant:</b>	Jason Rickards
<b>Owner:</b>	JDH Development LLC
<b>Location:</b>	2250 North Redwood Road
<b>Major Street Access:</b>	Redwood Road
<b>Parcel Number(s) and size:</b>	58:023:0171, 20.52 acres; 58:023:0191, 2.44 acres; 58:023:118, 0.20 acres; and 58:023:0120 acres
<b>Land Use Designation:</b>	Office
<b>Parcel Zoning:</b>	MU, RC, OW
<b>Adjacent Zoning:</b>	A, RC, OW
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	Residential, vacant, agriculture, commercial
<b>Previous Meetings:</b>	None
<b>Previous Approvals:</b>	None
<b>Type of Action:</b>	Legislative
<b>Land Use Authority:</b>	City Council
<b>Future Routing:</b>	Planning Commission and City Council
<b>Planner:</b>	David Stroud, Planning Director

### Section 19.13 – Application Submittal

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- Application Complete: **Yes.**
- Rezone Required: **Yes.**
- General Plan Amendment required: **Yes.**
- Additional Related Application(s) required: **Yes.**

### Section 19.13.04 – Process

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- DRC: 8.19.19
- Neighborhood Meeting: N/A
- PC: TBD
- CC: TBD

### General Review

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#### Building Department

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

**Fire Department**

- Commercial:
  - Fire flows shall meet existing needs as well as future development in the area.
  - Hydrant spacing shall not exceed 300’.
  - Buildings shall be fire sprinkled and meet NFPA 13 requirements and all applicable IFC 2015 edition requirements and appendices.
  - Alarm system and notification systems shall all be tied together with the fire sprinkler system and monitored 24/7, 365 by a third party monitoring company.
  - This same system and / or monitoring company shall also be able to notify UVSSD 911 dispatch center 24/7 365.
  - All sprinkler plans and alarm plans shall be third party reviewed by PCI in Centerville, Utah, Attn: Bob Goodloe.

**GIS / Addressing**

- comments

**Additional Recommendations:**

- 

**Code Review**

- 19.04, Land Use Zones
  - Zone: OW, MU, RC to change to OW
  - Use: Office to change to Office Warehouse

19.04.01 Requirements		Office Warehouse	
Category To Be Reviewed	Regulation	Determination	How
Development Size (Minimum)	40,000 sq. ft.	<b>Complies</b>	<i>24.80 acres</i>
Lot Size (Minimum)	20,000 sq. ft.	<b>Complies</b>	<i>2.39 acre minimum</i>
Front/Corner Side Setback (Minimum)	20'	<b>Complies</b>	<i>Exceeds</i>
Interior Side Setback (Minimum)	25'	<b>Does Not Comply</b>	<i>Side setback as little as 10 feet</i>
Rear Setback (Minimum)	30' where adjacent to a residential, MU or MW zone. 20' next to all other zones.	<b>Complies</b>	
Building Separation (Minimum)	20'	<b>Complies</b>	
Lot Width (Minimum)	70'	<b>Complies</b>	
Lot Frontage (Minimum)			
Building Height (Maximum)	35'	<b>Does Not Comply</b>	<i>Exceeds 35 feet and may exceed greater depending on where “established grade” is located.</i>
Lot coverage (Maximum)	50%	<b>Complies</b>	
Building Size (Minimum)			

Building Size (Maximum)		
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## 19.05 Supplemental Regulations

Regulation	Compliance	Findings
<b>Flood Plain:</b> Buildings intended for human occupancy shall be constructed at least one foot above the base flood elevation.	<b>Complies.</b>	
<b>Water &amp; Sewage:</b> Each lot shall be connected to City water and sewer.	<b>Complies.</b>	
<b>Transportation Master Plan:</b> Lots shall not interfere with the Transportation Master Plan.	<b>Complies.</b>	
<b>Property Access</b> - All lots shall abut a dedicated public or private road.	<b>Complies.</b>	

## 19.06 Landscaping and Fencing

### Landscape Plans

Regulation	Compliance	Findings
<b>Landscape Architect:</b> Landscaped plans shall be prepared by a licensed landscape architect.	Item.	<i>TBD at site plan stage</i>
<b>Existing Conditions:</b> Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	Item.	
<b>Planting Plan:</b> Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	Item.	
<b>Plants:</b> The name (both botanical and common name), quantity, and size of all proposed plants.	Item.	
<b>Topography:</b> Existing and proposed grading of the site indicating contours at two feet intervals.	Item.	
<b>Irrigation:</b> Irrigation plans showing the system layout and details.	Item.	
<b>Fencing:</b> Location, style, and details for proposed and existing fences and identification of the fencing materials.	Item.	
<b>Data Table:</b> Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	Item.	
<b>Completion of Landscape Improvements:</b> All required landscaping improvements shall be completed in accordance with the approved landscape plans.	Item.	

### Planting Standards

<b>Deciduous Trees:</b> 2" in caliper.	Item.	<i>TBD at site plan stage</i>
<b>Evergreen Trees:</b> 6' in height.	Item.	
<b>Tree Base Clearance:</b> 3' diameter around every tree must be kept clear of turf and rock mulch	Item.	
<b>Shrubs:</b> 25% of required shrubs must be a minimum of 5 gallons in size.	Item.	
<b>Turf:</b> No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	Item.	
<b>Artificial Turf :</b> Not allowed	Item.	
<b>Drought Tolerant Plants:</b> 50% of all plants shall be drought tolerant.	Item.	
<b>Rock Mulch:</b> Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	Item.	

### Design Requirements

<b>Evergreens:</b> Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	Item.	<i>TBD at site plan stage</i>
<b>Softening of Walls and Fences:</b> Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	Item.	
<b>Planting and Shrub Beds:</b> Planting and shrub beds are encouraged to be used in order to conserve water.	Item.	
<b>Water Conservation:</b> Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	Item.	
<b>Energy Conservation:</b> Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	Item.	
<b>Placement:</b> Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	Item.	
<b>Trees and Power Poles:</b> No trees shall be planted directly under or within ten feet of power lines, poles, or utility structures unless: <ul style="list-style-type: none"> <li>• The City Council gives its approval.</li> <li>• The Power Company or owner of the power line gives written consent.</li> <li>• The maximum height or width at maturity of the tree species planted is less than 5 feet to any pole, line, or structure.</li> </ul>	Item.	
<b>Preservation of Existing Vegetation</b>		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	Item.	<i>TBD at site plan stage</i>
<b>Tree Preservation:</b> Existing mature evergreen trees of 16 feet in height or greater, and existing mature deciduous or decorative trees of more than four inches (4") in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	Item.	
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	Item.	
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	Item.	
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	Item.	
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	Item.	
<b>Planter Beds</b>		
<b>Weed Barrier:</b> A high quality weed barrier or pre-emergent shall be used.	Item.	<i>TBD at site plan stage</i>
<b>Materials:</b> High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind	Item.	
<b>Edging:</b> Edging must be used to separate planter and turf areas.	Item.	
<b>Drip Lines:</b> Drip lines must be used in plater beds.	Item.	
<b>Fencing and Screening</b>		
<b>Clear Sight Triangle:</b> All landscaping and fencing shall be limited to a height of not more than three feet and the grade at such intersections shall not be bermed or raised. Clear sight is located at all intersections of streets, driveways, or sidewalks, for a distance of twenty feet back from the point of curvature of curved ROWs and property lines or thirty	<b>Can Comply.</b>	<i>TBD at site plan stage</i>

feet back from the intersection of straight ROWs and property lines, whichever is greater landscaping shall not exceed 3' in height and the area shall not be bermed or raised within clear sight triangles.		
<b>Amount of Required Landscaping</b>		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be landscaped.	<b>Complies.</b>	<i>Minimum of 20 percent of total project area is proposed as landscaping</i>
Multi-family, common space not including parks, and nonresidential development in all Zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	<b>Can Comply.</b>	<i>TBD at site plan stage</i>
At least 50% of the landscaped area shall be covered with live vegetation at maturity. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	<b>Can Comply.</b>	<i>TBD at site plan stage</i>

<b>Landscape Amount</b>			
Category To Be Reviewed	Regulation	Compliance	Findings
Total Square Footage	1,080,288		
Required Landscaping	216,058	<b>Complies</b>	290,238
Required Deciduous Trees	74	<b>Can Comply</b>	TBD at site plan stage
Required Evergreen Trees	72	<b>Can Comply</b>	TBD at site plan stage
Required Shrubs	92	<b>Can Comply</b>	TBD at site plan stage
Drought Tolerant Plants	118	<b>Can Comply</b>	TBD at site plan stage

<b>19.09 Off Street Parking</b>		
<b>General Provisions</b>		
Regulation	Compliance	Findings
<b>Materials:</b> Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	<b>Can Comply.</b>	TBD at site plan stage
<b>Parking Area Access:</b> Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	<b>Complies.</b>	
<b>Sidewalk Crossing:</b> All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	<b>Complies.</b>	
<b>Cross Access:</b> Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	<b>Complies.</b>	
<b>Lighting:</b> Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	<b>Can Comply.</b>	TBD at site plan stage
<b>Location of Parking Areas:</b> Required off-street parking areas for non-residential uses shall be placed within 600 feet of the main entrance to the building. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing	<b>Complies.</b>	
<b>Curb Cuts and Shared Parking:</b> In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other	<b>Complies.</b>	

facilities that will result in a safer, more efficient parking and circulation pattern.		
<b>Parking Requirements and Shared Parking</b>		
Available on-street parking shall not be counted towards meeting the required parking stalls.	<b>Can Comply.</b>	<i>Additional information needed to assess parking compliance</i>
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	Item.	
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	Item.	
When a development contains multiple uses, more than one parking requirement may be applied.	Item.	
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	Item.	
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	Item.	
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	Item.	
Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the City Council determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: a. the intensity of the proposed use; b. times of operation and use; c. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; d. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; e. trip generation; and f. peak demands.	Item.	
Up to twenty-five percent of the required parking may be shared with an adjacent use upon approval by the City Council. The developer must provide: a. an agreement granting shared parking or mutual access to the entire parking lot; and b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.	Item.	
Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of ten feet wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every thirty feet. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.	Item.	
<b>Landscaping in Parking Areas</b>		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than ten feet in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of three feet to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees,	<b>Can Comply.</b>	TBD at site plan stage

both deciduous and evergreen, shall be placed in the strip with spacing of no more than thirty feet between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.		
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb six inches higher than the parking surface.	<b>Can Comply.</b>	TBD at site plan stage
Clear Sight Triangles must be followed.	<b>Can Comply.</b>	TBD at site plan stage
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	<b>Can Comply.</b>	TBD at site plan stage
On doubled rows of parking stalls, there shall be one 36-foot by 9-foot landscaped island on each end of the parking rows, plus one 36-foot by 9-foot landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	<b>N/A.</b>	<i>No double rows of parking</i>
On single rows of parking or where parking abuts a sidewalk, there shall be one 18-foot by 9-foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. <ul style="list-style-type: none"> <li>Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6 feet from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9 feet of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.</li> </ul>	<b>Does Not Comply.</b>	<i>Landscape islands will be needed</i>
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	<b>Complies.</b>	
<b>Required Minimum Parking</b>		
Required parking	<b>Can Comply.</b>	<i>TBD</i>

<b>19.11 Lighting</b>		
<b>General Standards</b>		
<b>Regulation</b>	<b>Compliance</b>	<b>Findings</b>
<b>Material:</b> All Lighting Fixtures and assemblies shall be metal.	<b>Can Comply.</b>	TBD at site plan stage
<b>Base:</b> All lighting poles shall have a 16" decorative base.	Item.	
<b>Type:</b> All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	Item.	
<b>Angle:</b> Shall be directed downward.	Item.	
<b>Lamp:</b> Bulbs may not exceed 4000K	Item.	
<b>Drawings:</b> Design and location of fixtures shall be specified on the plans	Item.	
<b>Flags:</b> The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	Item.	

<b>Prohibited Lighting:</b> Searchlights, strobe lights and any laser source light or any similar high intensity light.	Item.	
<b>Descriptions:</b> Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Item.	
<b>Nonresidential Lighting</b>		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	<b>Can Comply.</b>	TBD at site plan stage
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed ten (10) minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	Item.	
All trespass lighting shall not exceed one foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 1.0 foot-candles measured at the property line.	Item.	
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	Item.	
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	Item.	
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	Item.	
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	Item.	
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	Item.	
One hour after closing or by 11:00pm, whichever is earlier, businesses must turn off at least fifty percent (50%) of building lighting and lighting fixtures in surface parking lots and on top decks of parking structures; however, those lighting fixtures turned off may be set to function utilizing a motion detector system. Lights may be turned back on one half hour prior to the first employee shift.	Item.	
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	Item.	
<b>Walkway Lighting</b>		
Lighting of all pedestrian pathways is recommended.	<b>Can Comply.</b>	TBD at site plan stage
All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10 feet. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25 feet. Such lighting within 200 feet of residential development shall not exceed 16 feet.	Item.	
Bollard lighting shall be limited to a height of 4 feet.	Item.	
<b>Lighting Plan</b>		
Plans indicating the location and types of illuminating devices on the premises.	<b>Can Comply.</b>	TBD at site plan stage
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Item.	

Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	Item.	
Plans providing information required in the Technical Standards and Specifications Manual.	Item.	

<b>19.13 Process</b>		
<b>Regulation</b>	<b>Findings</b>	
Neighborhood Meeting.	N/A	
Notice / Land Use Authority.	Planning Commission public hearing, City Council public meeting	
Master Development Agreement.	TBD	
Phasing Improvements.	TBD	
Payment of Lieu of Open Space.	N/A	

<b>19.16 Site and Architectural Design Standards</b>		
<b>General Site Design Standards</b>		
<b>Regulation</b>	<b>Compliance</b>	<b>Findings</b>
<b>Pedestrian Connectivity:</b> All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	<b>Does Not Comply.</b>	<i>Include walkways</i>
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	<b>Does Not Comply.</b>	<i>Pedestrian access to sidewalk along private and public streets is needed</i>
All pedestrian connections shall be shown on the related site plan or plat.	<b>Does Not Comply.</b>	
<b>Parking Areas:</b> On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings. iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way.	<b>Complies.</b>	<i>Majority of parking in front of buildings</i>
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	<b>Complies.</b>	
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of three feet as measured from the parking surface. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.	<b>Can Comply.</b>	TBD at site plan stage
<b>Acceleration and Deceleration Lanes:</b> Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	<b>Complies.</b>	

<b>Trash Enclosures, Storage Areas, and External Structures:</b> Landscaping, fencing, berms, or other devices integral to overall site and building design shall screen trash enclosures, storage areas, and other external structures.	<b>Can Comply.</b>	TBD at site plan stage
Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties.	<b>Can Comply.</b>	TBD at site plan stage
All trash dumpsters shall be provided with solid enclosures. Enclosures shall be composed of 6-foot-high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain link gates with or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.	<b>Can Comply.</b>	TBD at site plan stage
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a three foot landscaped buffer shall be provided that does not impede access into and out of vehicles.	<b>Can Comply.</b>	TBD at site plan stage
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged.	<b>Can Comply.</b>	
<b>Utility Boxes:</b> Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	<b>Can Comply.</b>	TBD at site plan stage
<b>Site Design Standards: Non-Residential Development</b>		
<b>Uses Within Buildings:</b> All uses established in any commercial, office warehouse, business park, or industrial zone shall be conducted entirely within a fully enclosed approved building except those uses deemed by the City Council to be customarily and appropriately conducted in the open. Uses which qualify for this exception include vegetation nurseries, home improvement centers with lumber, outdoor cafes, outdoor retail display, car wash vacuums, auto dealerships, and similar uses	<b>Can Comply.</b>	TBD at site plan stage
<b>Outdoor Display:</b> All retail product displays shall be located under the buildings' permanent roof structure or on designated display pads within front landscape areas.	<b>Can Comply.</b>	TBD at site plan stage
All display areas shall be clearly defined on the approved Site Plan and designated on the site with a contrasting colored, painted, or striped surface.	<b>Can Comply.</b>	TBD at site plan stage
Display areas shall not block building entries or exits, pedestrian walks, or parking spaces in front of the building. Outdoor display areas shall not spill into walkways or any drive aisle adjacent to a building.	<b>Can Comply.</b>	TBD at site plan stage
<b>Access Requirements:</b> Each roadway shall not be more than forty feet in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way.	<b>Complies.</b>	
<b>Off-Street Truck Loading Space:</b> Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets, alleys, required parking stalls, or accessible stalls.	<b>Complies.</b>	
<b>Screening of Storage &amp; Loading Areas:</b> To alleviate the unsightly appearance of loading facilities, these areas shall not be located on the side(s) of the building facing the public street(s). Such facilities shall be located interior to the site.	<b>Complies.</b>	
Screening for storage and loading areas shall be composed of 6 foot high solid masonry or architectural precast concrete walls with opaque gates and self-latching mechanisms, to keep gates closed when not in use. Bollards are	<b>Can Comply.</b>	TBD at site plan stage

required at the front of the masonry walls to protect the enclosure from trash collection vehicles.		
Gates shall be made of opaque metal for durability. Chain link gates with opaque slats are prohibited.	<b>Can Comply.</b>	TBD at site plan stage
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	<b>Can Comply.</b>	TBD at site plan stage
Trash areas shall be designed to include the screening of large items (e.g. skids and pallets) as well as the trash bin(s) that are needed for the business (unless storage is otherwise accommodated behind required screened storage areas).	<b>Can Comply.</b>	TBD at site plan stage
<b>Buffers:</b> A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	<b>Complies.</b>	
No chain link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	<b>Complies.</b>	
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than six feet in height.	<b>Complies.</b>	
<b>Parking Lot Buffers:</b> There shall be a minimum of 10 feet of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	<b>Complies.</b>	
<b>Building Buffer:</b> No building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	<b>Complies.</b>	
<b>Interconnection:</b> All parking and other vehicular use areas shall be interconnected with adjacent non-residential properties in order to allow maximum off-street vehicular circulation.	<b>Complies.</b>	<i>Connection to Stagecoach Dr.</i>
<b>General Architectural Design Standards</b>		
<b>Building Articulation:</b> Building elevations exceeding 40 feet in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20 to 50 feet of horizontal width: <ul style="list-style-type: none"> <li>i. A combination of vertical and horizontal elevation shifts that together equal at least five feet.</li> <li>ii. Addition of horizontal and vertical divisions by use of textures or materials.</li> <li>iii. Primary material change.</li> <li>iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36-inches.</li> <li>v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.</li> </ul>	<b>Does Not Comply.</b>	<i>Review 19.16</i>
<b>Roof Treatment:</b> Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.	<b>N/A.</b>	

Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12 inches in height above the roof	<b>Can Comply.</b>	TBD at site plan stage
Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.	<b>Can Comply.</b>	TBD at site plan stage
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	<b>Can Comply.</b>	TBD at site plan stage
<b>Windows:</b> Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	<b>Complies.</b>	
<b>Awnings, Canopies, Trellises, Pergolas, and Similar Features:</b> All such features must be attached to a vertical wall.	<b>Complies.</b>	
All such features shall project at least 4 feet from the building when located over a pedestrian traffic area and no less than 2 feet otherwise.	<b>Does Not Comply.</b>	<i>Some entrance appear not to be recessed back four feet or have a canopy</i>
All such features shall maintain a minimum clearance above sidewalk grade of 8 feet to the bottom of the framework when located over a pedestrian traffic area.	<b>Can Comply.</b>	
Backlighting is not permitted.	<b>Can Comply.</b>	
<b>Mechanical Equipment:</b> All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	<b>Can Comply.</b>	TBD at site plan stage
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	<b>Can Comply.</b>	
Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	<b>Can Comply.</b>	TBD at site plan stage
Screening materials shall conform to the color scheme and materials of the primary building.	<b>Can Comply.</b>	
<b>Non-Residential Architectural Design Standards</b>		
<b>Four Sided Architecture:</b> All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	<b>Does Not Comply.</b>	<i>Rear and sides need to be architecturally enhanced</i>
<b>Color and Materials:</b> Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	<b>Complies.</b>	<i>Concrete, cultured stone, timber</i>
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	<b>Complies.</b>	
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	<b>Complies.</b>	
No more than 75% of any building elevation shall consist of any one material or color. No more than 50% of any front or street side building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones.	<b>Complies.</b>	<i>Some elevations are 100% concrete</i>
<b>Prohibited Materials:</b> Tiles. Full veneer brick and tiles exceeding ½ inch in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	<b>Complies.</b>	
<b>Stairways:</b> All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	<b>Complies.</b>	<i>No exterior stairways</i>
<b>Roof Drains:</b> All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	<b>Can Comply.</b>	TBD at site plan stage

<b>Electrical Panels:</b> To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	<b>Can Comply.</b>	
<b>Street Orientation:</b> All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	<b>Complies.</b>	
At least 50 percent of the first floor elevation(s) of multi-story buildings that are viewed from public streets shall include transparent windows, display windows, and/or doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere.	<b>Complies.</b>	
<b>Metal Buildings:</b> Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	<b>N/A.</b>	

<b>Fiscal Impact</b>	
<b>Regulation</b>	<b>Findings</b>
Is there any City maintained open space?	<i>No</i>
What is the anticipated cost to the City?	<i>N/A</i>
When will City maintenance begin?	<i>N/A</i>

**ORDINANCE NO. 20-8 (3-17-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE LAND USE MAP OF THE GENERAL PLAN AND ZONING MAP FOR CERTAIN REAL PROPERTY TOTALING ~24.80 ACRES LOCATED AT 2250 NORTH REDWOOD ROAD; INSTRUCTING CITY STAFF TO AMEND LAND USE MAP OF THE GENERAL PLAN AND THE ZONING MAP; ADOPTING A DEVELOPMENT AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Utah Code Chapter 10-9a allows municipalities to amend their General Plan and the number, shape, boundaries, or area of any zoning district; and

**WHEREAS**, before the City Council approves any General Plan or zoning amendments, the amendments must first be reviewed by the Planning Commission for its recommendation; and

**WHEREAS**, on October 10, 2019, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendments to the City's Land Use Map contained in the General Plan as well as the City-wide zoning map and forwarded a positive recommendation; and

**WHEREAS**, on March 17, 2020, the City Council held a public meeting after proper notice and publication to consider the proposed amendments; and

**WHEREAS**, the City Council voted on the General Plan amendment and rezone application at the March 17, 2020, meeting as follows: General Plan land use map amendment, ~24.80 acres from Office to Office Warehouse; rezone ~6.71 acres from the RC zone to the OW zone; and 12.60 acres from the MU zone to the OW zone; and

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

**WHEREAS**, the City and Developer desire to enter into a Development Agreement ("Agreement"), attached as Exhibit B, 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**, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

**WHEREAS**, the Agreement is material consideration for the rezone, is approved concurrently with the rezone, is not severable from the rezone, and is approved concurrently with the rezone; and

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

**NOW THEREFORE**, the City Council hereby ordains as follows:

**SECTION I – ENACTMENT**

The property described in Exhibit A is hereby changed to Office Warehouse (OW) on the City’s Zoning Map and to Office Warehouse on the Land Use Map of the General Plan. City Staff is hereby instructed to amend the official City land use map and zoning map accordingly. T

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 17<sup>th</sup> day of March, 2020.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

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

**VOTE**

Chris Carn  
Michael McOmber  
Chris Porter  
Stephen Willden  
Ryan Poduska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**

**Proposed OW land use and OW zone**

**LEGAL DESCRIPTION**  
*2250 N Redwood, Saratoga Spring, UT*

Commencing at the found Utah County Brass Cap Monument marking the Northwest Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence 1391.39 feet North 89°54'19" East to the Point of Beginning; thence North 89°54'16" East 700.21 feet to the west line of the Utah Lake Distribution Canal; thence South 24°53'34" East 117.60 feet along said canal; thence South 89°09'59" West 107.67 feet; thence South 24°54'00" East 110.02 feet; thence North 89°09'30" East 107.66 feet to a point on the west line of the Utah Lake Distribution Canal; thence the following four (4) courses along said canal (1) South 24°54'00" East 385.53 feet along; (2) thence South 43°13'00" East 219.14 feet; (3) thence South 19°19'00" East 517.15 feet; (4) thence South 44°42'00" East 96.49 feet; thence leaving west line of canal West 1043.74 feet to a point on the east right-of-way line of Redwood Road; thence following the East right-of-way line of Redwood Road the following six (6) courses (1) thence North 12°01'51" West 112.75 feet; (2) thence North 11°04'33" West 300.04 feet; (3) thence North 12°01'51" West 179.90 feet; (4) thence North 17°02'18" West 171.84 feet; (5) thence North 12°01'51" West 342.92 feet; (6) thence North 02°23'43" West 75.47 feet; thence South 89°09'59" West 21.03 feet; thence North 41°14'06" West 23.65 feet; thence South 89°52'47" West 2.52 feet; thence North 11°59'43" West 100.26 feet to the Point of Beginning.

Containing 108,0134.34 square feet or 24.80 acres, more or less.

**Exhibit A**  
**Development Agreement – 2250 North Redwood Road**

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_, 2020, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and JDH Development, LLC, a Utah limited liability company, and Rafati Holdings, LLC, a Utah limited liability company; hereinafter referred to as "Developers."

### **RECITALS:**

**WHEREAS**, Developers own 24.80 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and legal descriptions attached as Exhibit A ("Property"); and

**WHEREAS**, the Property is currently zoned RC, MU, and OW with a General Plan land use designation of Office. Developers wish to develop the project known as 2250 North Redwood Road, which will consist of an Office, Warehouse/Flex development ("Project"). Currently, the proposed Project does not meet the RC and MU zone requirements or the General Plan and therefore would not be allowed in the RC and MU zones. Therefore, in order to develop the Project, Developers wish to place the portion of the Property currently zoned MU and RC into the OW zone with a General Plan land use designation of Office Warehouse on the entire property, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; 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 the Project; and

**WHEREAS**, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

**WHEREAS**, to assist the City in its review of the Rezoning Request and to assure development of the Project in accordance with Developers' representations to City, Developers and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developers may develop the Project; and

**WHEREAS**, on April 17, 2012, the City adopted a comprehensive update to its General Plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are

consistent with the proposed Project; and

**WHEREAS**, on October 10, 2019, after a duly noticed public hearing, City's Planning Commission recommended approval of Developers' Zoning Request, and reviewed the conceptual project plans attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council with a positive recommendation 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 February 4, 2020, the Saratoga Springs City Council ("City Council"), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developers, and City officials, approved Developers' Zoning Request and this Agreement, and reviewed the Concept Plan, 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 Concept Plan, attached as Exhibit D, among other things, identifies land uses, and required road, landscaping, trail, storm drain, sewer, and water improvements; and

**WHEREAS**, to allow development of the Property for the benefit of Developers, to ensure City that the development of the Property will conform to the applicable policies set forth in General Plan ordinances, regulations, and standards, Developers 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 Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developers, the City Council, in exercising its legislative discretion, 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 Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning 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 Developers hereby agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developers 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 legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developers 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 OW zone existing on the Effective Date of this Agreement with respect to the permitted and conditional uses, except that Storage, Self Storage, or Mini Storage Units uses shall only be allowed as a conditional use (or a permitted use upon a code amendment) in that portion of the Property that was zoned OW prior to this Agreement and that is not the subject of the current rezone request. Storage, Self Storage, or Mini Storage shall not be allowed as a conditional or permitted use on the Property zoned as RC and MU prior to this Agreement. However, all other requirements, including but not limited to setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of a preliminary plat or site plan application, except to the extent this Agreement is more restrictive.
4. 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 Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developers' 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 Developers' rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers 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.
5. Required Improvements. This Agreement does not in any way convey to Developers any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developers to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developers shall be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance of required public infrastructure improvements and prior to acceptance by City. Future development of the

Property shall comply in all respects to all City ordinances, regulations, and standards with respect to the required infrastructure to service the Property, including without limitation installing the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. Not by way limitation, the Developers shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developers shall convey to or acquire from the City water rights and sources sufficient for the development of the Property according to City regulations in effect at the time of plat recordation of each phase.
- b. **Water Facilities for Development.** Developers shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities, sufficient for the development of the Property in accordance with the City regulations in effect at the time of plat and site plan submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and this Agreement.
- c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation, Developers 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 Developers' Property in accordance with the then-current City regulations and this Agreement. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City regulations and this Agreement.
- d. **Landscaping and Trail Improvements – Canal Trail -** Developers shall be required to install an eight-foot wide concrete trail adjacent to the canal easement (but inside of the existing City utility easement) on the eastern property boundary as more fully specified in Exhibit E and inasmuch as those improvements are shown on the Saratoga Springs Trail Master Plan dated November 15, 2011 (the "Trail Improvements"). This concrete trail shall also function as a utility access road. These landscape improvements may be credited toward Developers' required landscaping improvements according to City regulations in effect at the time of a site plan application. Developer shall not be reimbursed by City for costs associated with the Trail Improvements and associated xeriscape landscaping, except that Developer shall be reimbursed for the increased cost difference (if any) between asphalt and concrete. Such reimbursement shall be in the form of impact fee waivers to the extent possible and if the costs are greater than the impact fees, then any remaining amounts due to Developer shall be reimbursed through cash. City shall maintain and replace the Canal Trail surface.

- e. **Landscaping and Trail Improvements – *Redwood Road Trail*** - As an express condition of this Agreement and the Zoning Request, Developers shall be required to install and improve the landscaping and trail improvements along the Redwood Road trail as more fully specified in Exhibit E, inasmuch as those improvements are shown on the Saratoga Springs Trail Master Plan dated November 15, 2011 (the “Trail Improvements”). These landscape improvements shall be credited toward Developers’ required landscaping improvements according to City regulations in effect at the time of a site plan application. Developer shall be reimbursed by City for additional costs associated with “upsizing” the sidewalk from the standard five-foot wide sidewalk to the eight-foot wide concrete trail. Developer shall not be charged any impact fees for parks and open space in consideration of the installation of the Trail Improvements. Developers shall maintain the Redwood Road trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary infrastructure and improvements, and providing snow removal to ensure that the public is able to safely use and access the trail at all times, except that Developer and City shall jointly be responsible for repairing and replacing the trail surface in accordance with City policies regarding the replacement of sidewalks abutting businesses.
  - f. **Power Lines.** As an express condition of this Agreement and the Zoning Request, Developers shall be required to bury all power lines at Developers’ own expense that are located on the Property as more fully shown on Exhibit F. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City regulations. Furthermore, as an express condition of this Agreement and the Zoning Request, Developers shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developers’ sole cost. Developers shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developers’ sole cost.
6. Final Project/Plat or Development Plan Approval. In the event the City Council approves the Rezoning Request, Developers shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (the “Plans”) for the portion of the Property being developed, and meeting City regulations and this Agreement. In determining whether the Plans meet all requirements herein, Developers shall provide all information required by City regulations as well as any information which City staff reasonably requests.
  7. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City regulations. Developers shall be required

to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified in Title 19 of the City Code, and Developers shall be required to record a Final Plat with the Utah County Recorder and pay all recording fees.

8. Commencement of Site Preparation. Developers 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. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developers may proceed by constructing the Project all at one time or in phases as specified in City regulations.
9. 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 OW zone.
10. Term. The term of this Agreement shall commence on, and the Effective Date of this Agreement shall be, the effective date of the ordinance approving the Rezoning Request and shall continue for a period of eight (8) years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any Special Condition, shall survive this Agreement as provided by such Special Condition; or (ii) if Developers fails to proceed with the Project within a period of two years. If this Agreement is terminated due to Developers' failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the MW and RC zones. Unless otherwise agreed to by the City and Developers, Developers' vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developers in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by Developers, unless City and Developers mutually agree otherwise in writing.
11. Successors and Assigns.
  - a. Change in Developers. This Agreement shall be binding on the successors and assigns of Developers. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developers 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, Developers 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 Developers under this Agreement and the persons and/or entities

executing this Agreement as Developers 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 Subparagraph 12.a., a transfer by Developers of a lot or 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 Developers' obligations with respect to such lot or unit have been completed. In such event, Developers shall be released forever from any further obligations under this Agreement pertaining to such lot or unit.

12. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developers or City, as applicable, shall be in default ("Default") under this Agreement:

- i. a warranty, representation, or statement made or furnished by Developers 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 Developers have not complied in good faith with one or more of the material terms or conditions of this Agreement;
- iii. any other event, condition, act, or omission, either by City or Developers that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

- b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days' prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default 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 Paragraph 13.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 Subparagraphs 13.a. and 13.b. above, City may declare Developers to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developers. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

13. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

**Exhibit A:** Property Description.

**Exhibit B:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes.

**Exhibit C:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes.

**Exhibit D:** Concept Plan

**Exhibit E:** Required Trail Improvements

**Exhibit F:** Power Poles Required to be Buried

14. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the

introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

- b. Recording of Agreement. This Agreement shall be recorded at Developers' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, 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 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 Developers violate the rules, policies, regulations, or ordinances of City or violates 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 Developers have used 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

Developers. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- 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 unless this Agreement is 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.
- 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 four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developers:                      JDH Development, LLC  
Rafati Holdings, LLC  
1850 North 1450 West  
Lehi, UT 84004

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, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed and delivered by email, then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developers 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, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developers or its contractors, subcontractors, agents, employees, or other persons acting on its 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 Project and geological hazards.
  - i. Nothing in this Agreement shall be construed to mean that Developers 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.
  - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developers' hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- 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 Developers, (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) Developers 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 (12) 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 Developer to be in Default as provided in Paragraph 13 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 or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- 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, Utah

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

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

DEVELOPERS:

JDH Development, LLC, a Utah limited liability company

By: [Signature]

Its: Managing Member

Rafati Holdings, LLC, a Utah limited liability company

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

STATE OF UTAH )  
: ss  
COUNTY OF UTAH )

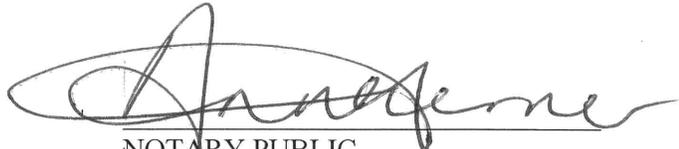
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of City of Saratoga Springs, a political subdivision of the State of Utah.

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

STATE OF UTAH )  
: ss  
COUNTY OF Utah )



The foregoing instrument was acknowledged before me this 11 day of March, 2020 by Don Hadfield, the Managing Member of JDH DEVELOPMENT, LLC, a Utah limited liability company, on behalf of the company.

  
NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of **RAFATI HOLDINGS, LLC**, a Utah limited liability company, on behalf of the company.

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

Rafati Holdings, LLC, a Utah limited liability company

By: [Signature]  
Its: Manager

STATE OF UTAH )  
 : ss  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of **City of Saratoga Springs**, a political subdivision of the State of Utah.

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

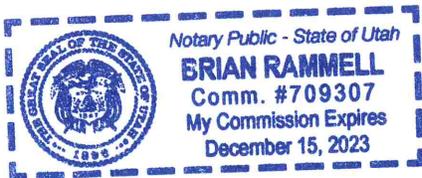
STATE OF UTAH )  
 : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of **JDH DEVELOPMENT, LLC**, a Utah limited liability company, on behalf of the company.

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

STATE OF UTAH )  
 : ss  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 10 day of March, 2020 by Ali Rafati, the Manager of **RAFATI HOLDINGS, LLC**, a Utah limited liability company, on behalf of the company.



[Signature]  
NOTARY PUBLIC



**Exhibit "A"**  
**Legal Description of Property**

**LEGAL DESCRIPTION**  
***2250 N Redwood, Saratoga Spring, UT***

Commencing at the found Utah County Brass Cap Monument marking the Northwest Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence 1391.39 feet North 89°54'19" East to the Point of Beginning; thence North 89°54'16" East 700.21 feet to the west line of the Utah Lake Distribution Canal; thence South 24°53'34" East 117.60 feet along said canal; thence South 89°09'59" West 107.67 feet; thence South 24°54'00" East 110.02 feet; thence North 89°09'30" East 107.66 feet to a point on the west line of the Utah Lake Distribution Canal; thence the following four (4) courses along said canal (1) South 24°54'00" East 385.53 feet along; (2) thence South 43°13'00" East 219.14 feet; (3) thence South 19°19'00" East 517.15 feet; (4) thence South 44°42'00" East 96.49 feet; thence leaving west line of canal West 1043.74 feet to a point on the east right-of-way line of Redwood Road; thence following the East right-of-way line of Redwood Road the following six (6) courses (1) thence North 12°01'51" West 112.75 feet; (2) thence North 11°04'33" West 300.04 feet; (3) thence North 12°01'51" West 179.90 feet; (4) thence North 17°02'18" West 171.84 feet; (5) thence North 12°01'51" West 342.92 feet; (6) thence North 02°23'43" West 75.47 feet; thence South 89°09'59" West 21.03 feet; thence North 41°14'06" West 23.65 feet; thence South 89°52'47" West 2.52 feet; thence North 11°59'43" West 100.26 feet to the Point of Beginning.

Containing 108,0134.34 square feet or 24.80 acres, more or less.

**Exhibit "B"**

**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,  
Report of Action (if applicable), and Written Minutes (attached hereto).**

**Exhibit "C"**

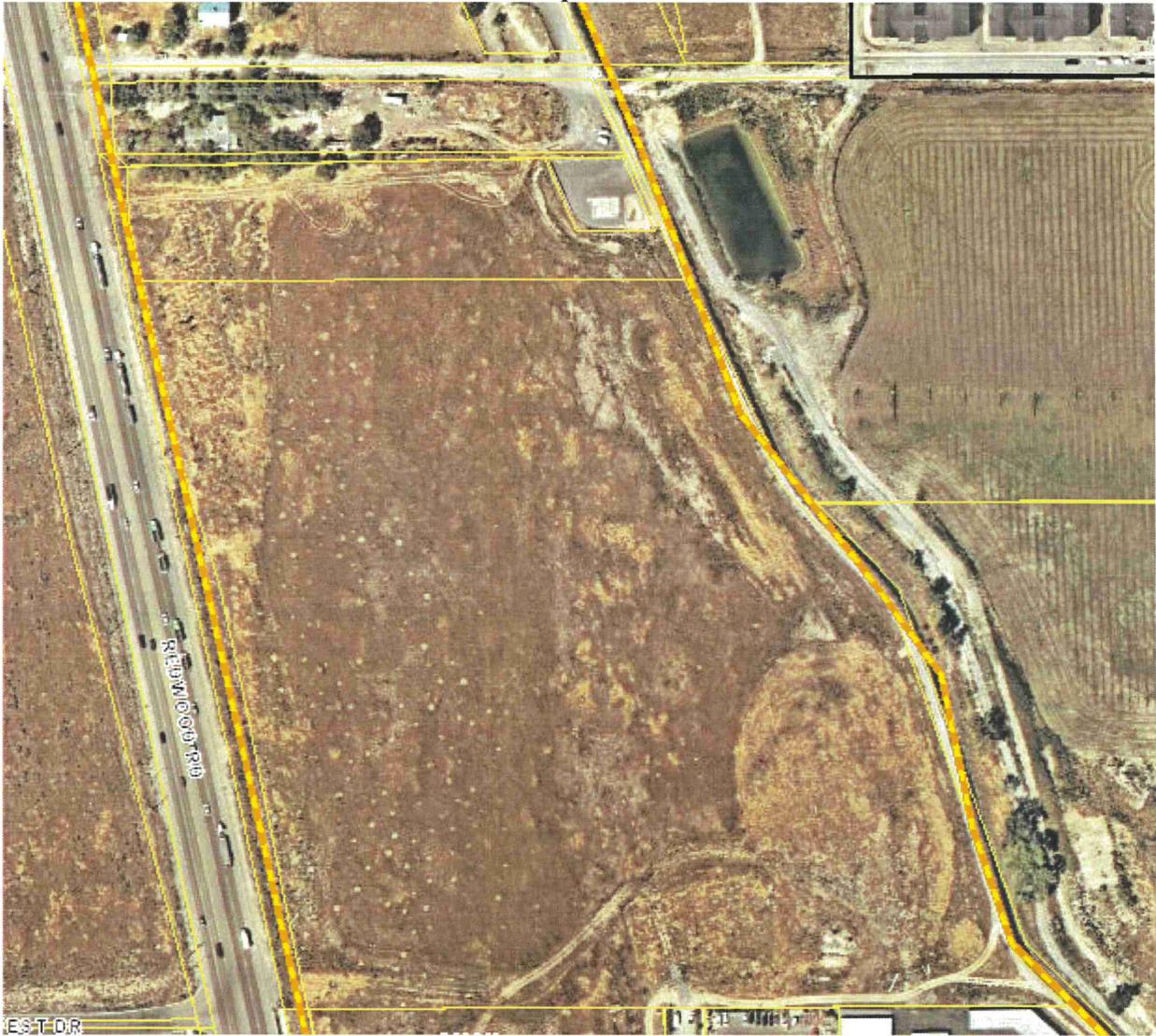
**Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.**

**Exhibit "D"**  
**Concept Plan**





**Exhibit "E"**  
**Trail Improvements**



**Exhibit "F"**  
**Power Poles Required to be Buried**



# SARATOGA SPRINGS

*Life's just better here*

## City Council Staff Report

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### Ring Road General Plan Amendment and Rezone

March 17, 2020

#### Public Meeting

Report Date:	March 10, 2020
Applicant:	City-Initiated
Owner:	City of Saratoga Springs, Patriot Ridge LLC, Calvin K Jacob Family, Corp of Pres Bishop Church of Jesus Christ of LDS
Location:	Ring Road
Major Street Access:	Ring Road and Redwood Road
Parcel Number(s) & Size:	59:002:0023, 8.01 acres; part of 59:002:0156, +/-2.85 acres; part of 59:002:0154, +/-6.96 acres; 59:002:0136, 2.52 acres; total +/- 20.34 acres
Land Use Designation:	Institutional
Parcel Zoning:	R1-10
Adjacent Zoning:	R1-10, RC, NC
Current Use of Parcels:	Fire Station, Undeveloped
Adjacent Uses:	Residential, Commercial, Undeveloped
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	Rachel Day, Planner I

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#### A. **Executive Summary:**

The City seeks to amend the General Plan land use map from Institutional to Neighborhood Commercial and rezone property from R1-10 to Neighborhood Commercial (NC) at Ring Road as shown on Exhibit 1. This request affects approximately 20.34 acres.

#### **Recommendation:**

Staff recommends the City Council conduct a public meeting on the proposed General Plan amendment and rezone and choose from the options in Section H of this report. The Planning Commission recommends approval (5-0) of this request. Minutes of the Planning Commission meeting are provided as Exhibit 4. Options include approval, denial or continuation.

**B. Background:** The subject property is unplatted, contains a fire station on the City property, is otherwise undeveloped, and a desirous location for neighborhood commercial development. The applicant's objective is to amend the General Plan land use map and rezone the property to allow for commercial uses to complement the area.

**C. Specific Requests:**

- General Plan. The first request is to amend ~20.34 acres of the General Plan land use map from Institutional to Neighborhood Commercial. If approved, this change would then permit the applicant to request the applicable zone.
- Rezone. If the General Plan land use map is amended as proposed, the applicant requests a rezone of the aforementioned ~20.34 acres from R1-10 to Neighborhood Commercial.

**D. Process:**

**Rezone and General Plan Amendment**

The table in Section 19.13.04 outlines the process requirements of a Rezone and General Plan Amendment. A public hearing is required with the Planning Commission who then make a recommendation to the City Council. The City Council shall then either approve, continue, or deny the request at a public meeting.

**E. Community Review:** This item was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. Two citizens spoke at the Planning Commission public hearing wanting to know if any developments have already been proposed within the rezone area. The notice was also posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).

**F. General Plan:** The land use designation of the parcels is Institutional and the request is to change to Neighborhood Commercial. The applicant's request to change the zone from R1-10 to Neighborhood Commercial is consistent with the requested land use of Neighborhood Commercial.

**The General Plan defines Neighborhood Commercial as:**

*Areas 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.*

**Staff conclusion: *complies.*** *The requested zone complies with the requested land use designation. The Neighborhood Commercial zone will be adjacent to existing residential and can provide goods and services to be used daily by surrounding residents.*

**G. Code Criteria:**

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

**Rezone and General Plan Amendment:**

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

**Staff finding: *complies.*** *A Planning Commission public hearing was held on February 27, 2020 with the motion to forward a positive recommendation to the City Council.*

**19.17.03. Planning Commission and City Council Review.**

1. The Planning Commission reviews the petition and makes a recommendation to the City Council within 30 days of the receipt of the petition. **Staff finding: consistent.**
2. The Planning Commission shall recommend adoption of proposed amendments only when it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title. **Staff finding: consistent.**

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

3. The Planning Commission shall provide the notice and hold a public hearing as required by Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 regarding a public hearing. **Staff finding: consistent.**

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

**19.17.04. Gradual Transition of Uses and Density.**

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

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

## 2. Exceptions

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

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

**Staff finding: consistent.** *The approved General Plan identifies Neighborhood Commercial adjacent to Low Density Residential. As stated above, with many zones implemented in the City, commercial next to residential maybe necessary at times. The location of the subject parcels is very conducive to neighborhood commercial development as opposed to this area a location of residential development.*

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

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

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

*The changes proposed are compatible with the surrounding land uses.*

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

*No adverse consequences are anticipated by the changing of the land use designation and zone. Neighborhood Commercial is considered an appropriate use adjacent to residential areas.*

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

*The purpose of Title 19 is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally. The proposed development complies with Title 19.*

4. In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change. **Staff finding: complies.**

*The proposal of the applicant in regards to the Neighborhood Commercial zone can serve as a small-scale commercial area for surrounding residents.*

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

**H. Recommendation and Alternatives:**

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

**Option 1 – Planning Commission Recommendation: approval**

I move to **approve** the request regarding the Ring Road General Plan land use map amendment from Institutional to Neighborhood Commercial and rezone from R1-10 to Neighborhood Commercial generally at Ring Road and Redwood Road as outlined in Exhibit 1 with the findings and conditions listed below:

**Findings**

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

**Conditions**

1. The Ring Road General Plan land use map amendment and rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All other Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council.

**Alternative 1 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the Ring Road General Plan land use map amendment and rezone to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Alternative 2 – Denial**

The City Council may also choose to deny the request. “I move to **deny** the request regarding the Ring Road General Plan land use map amendment and rezone with the findings below:

1. The Ring Road General Plan land use map amendment and rezone is not consistent with the General Plan, as articulated by the City Council:  
\_\_\_\_\_, and/or,

2. The Ring Road General Plan land use map amendment and rezone is not consistent with Chapter 19.17 of the Code, as articulated by the City Council:
- 

**J. Exhibits:**

1. Location of Ring Road
2. General Plan land use map
3. Zoning map
4. Planning Commission draft minutes

# Exhibit 1



# Exhibit 2



# Exhibit 3



## Exhibit 4

20 4. **Public Hearing: General Plan Amendment from Institutional (I) to Neighborhood Commercial (NC) and Rezone from Low Density Residential (R1-10) to Neighborhood Commercial (NC) for Ring Road, City initiated.**

Planner I Rachel Day presented the item. The City seeks to amend the General Plan land use map from Institutional to Neighborhood Commercial and rezone property from R1-10 to Neighborhood Commercial at Ring Road.

**Public Hearing Open by Vice Chair Troy Cunningham**

Tim Wright was interested generally in what would be happening in this area. He commented further that he felt our City should have a recreation center and he thought this would be a good area.

Gary LeCheminant wanted to know what would be coming in here, noting he had been told that no drive-thrus would be allowed and nothing larger than 15000 sq. ft. in Neighborhood Commercial. He asked if there were other areas zoned Neighborhood Commercial in the city and how the impacts have been.

**Public Hearing Closed by Vice Chair Troy Cunningham**

City Manager Mark Christensen responded to public comment. He noted the area was originally zoned Regional Commercial. In order for the Church to build they requested it to be zoned Neighborhood Commercial. He explained that Neighborhood Commercial is a less intense use than Regional Commercial. There are no current applicants for that area, however; the property owners have an interest in making it a small business hub area with Maverick already there. City Manager Mark Christensen explained that as the City center grew more north it made sense to move the City offices north as well. The City is exploring options for a recreation center, probably in the City campus area of Patriot Park. The City has contemplated an exchange of land here with the Jacob's family to consolidate the properties and provide and preserve land for the Foothill Corridor, which is important in this area. He advised that they don't usually see a drop in property values associated with Neighborhood Commercial.

Planner I Rachel Day responded that Neighborhood Commercial will help serve more daily needs that serve the community. She added that the max height allowed in Neighborhood Commercial is 35 ft. which is the same as residential.

Economic Development Director David Johnson noted uses which would not be allowed such as tire stores and big box stores.

**Commissioner Kilgore**

- Shared concern about access to this area, he felt there could be a better traffic pattern. City Manager Mark Christensen advised the area had been studied with UDOT and they felt this would be sufficient.

**Commissioner Cunningham**

- Felt that Neighborhood Commercial was a good buffer to Regional Commercial along the main road rather than the residential next to the busier corridor.
- Neighborhood Commercial would give an opportunity to get services rather than going all the way into town.

**Motion made by Commissioner Anderson to forward to the City Council a positive recommendation regarding the Ring Road General Plan land use map amendment and rezone generally at Ring Road and Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated February 20, 2020. Seconded by Commissioner Wagstaff. Aye: Bryce Anderson, Audrey Barton, Troy Cunningham, Ken Kilgore, Josh Wagstaff. Motion passed 5 - 0.**

**ORDINANCE NO. 20-10 (3-17-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE LAND USE MAP OF THE GENERAL PLAN AND ZONING MAP FOR CERTAIN REAL PROPERTY TOTALING 20.34+/- ACRES LOCATED AT APPROXIMATELY 2015 SOUTH RING ROAD; INSTRUCTING THE CITY STAFF TO AMEND THE LAND USE MAP OF THE GENERAL PLAN AND ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Utah Code Chapter 10-9a allows municipalities to amend the general plan and the number, shape, boundaries, or area of any zoning district; and

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

**WHEREAS**, on February 27, 2020, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendments to the City's Land Use Map contained in the General Plan as well as the City-wide zoning map and forwarded a positive recommendation with conditions; and

**WHEREAS**, on March 17, 2020, the City Council held a public meeting after proper notice and publication to consider the proposed amendments; and

**WHEREAS**, the City Council voted on the application at the March 17, 2020 meeting; and

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

**NOW THEREFORE**, the City Council hereby ordains as follows:

**SECTION I – ENACTMENT**

The property described in Exhibit A is hereby changed to Neighborhood Commercial (NC) on the City's Zoning Map and to Neighborhood Commercial on the Land Use Map of the General Plan. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map accordingly.

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 17<sup>th</sup> day of March, 2020.

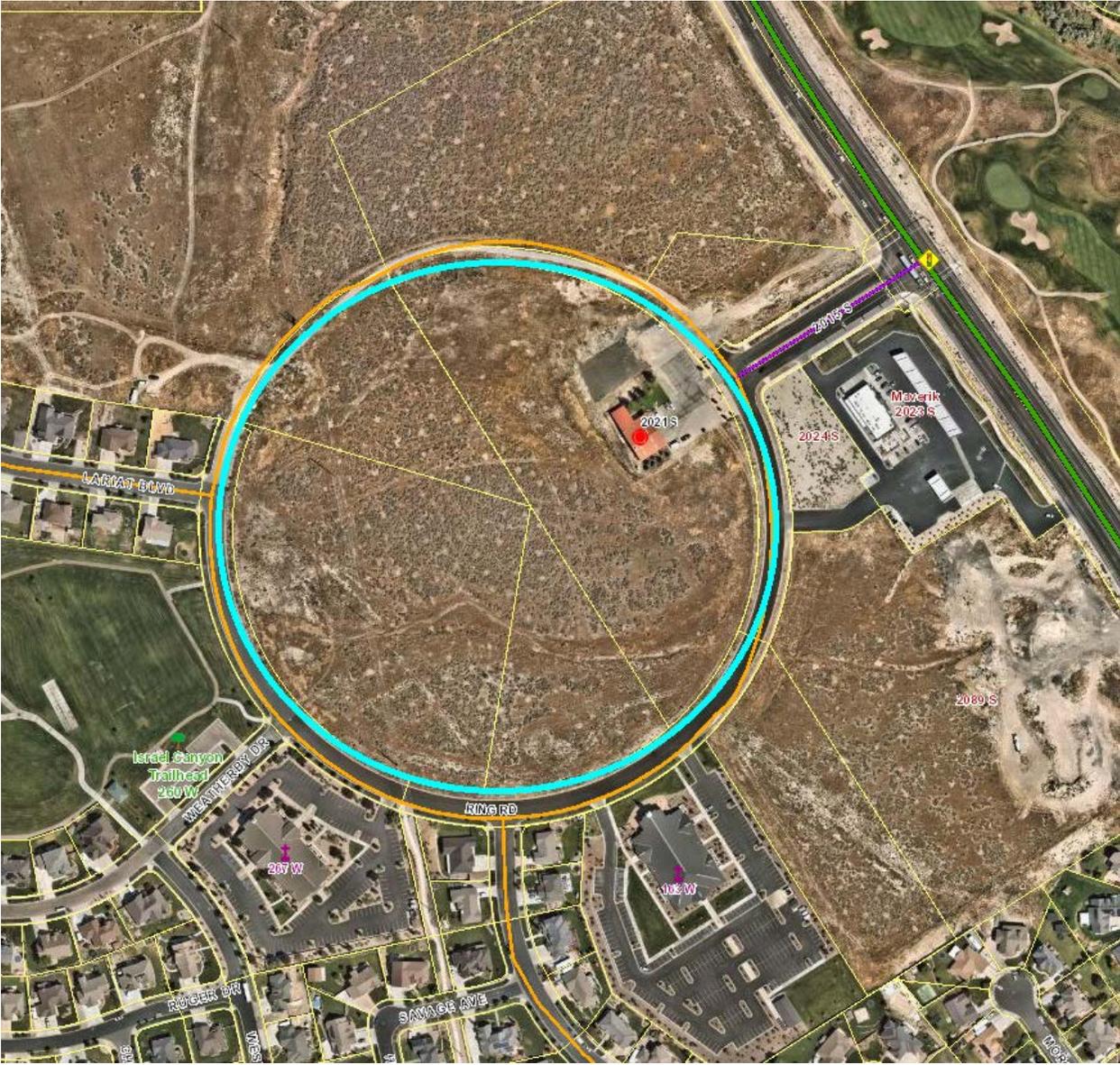
Signed: \_\_\_\_\_  
Jim Miller, Mayor

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

**VOTE**

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

Exhibit A





## City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Well #7 Equipping

Date: March 17, 2020

Type of Item: Engineering Services Contract

Description: Design and bidding documents for Equipping Well #7

---

### A. Topic:

This item is for an Engineering Services Agreement with Hansen, Allen, and Luce (HAL) for engineering services for the design of the pump house at Well #7 with the associated piping, valving, flow, metering, electrical power, electrical controls, instrumentation, and HVAC systems.

### B. Background:

The City's Secondary Water Impact Fee Facilities Plan identifies the need for a new secondary water source for the City east of the Jordan River, specifically the equipping of Well #7 located on the north-west corner of Saratoga Road and Pioneer Crossing. This well was drilled in 2002 and was acquired by the City as part of the Lake Mountain Mutual Water system purchase. With the rapid development of property in this area of the City, there is a need to complete this project in a timely manner.

### C. Analysis:

With HAL's assistance, the City recently completed a test pumping of the well at flow rates of approximately 1,500 gpm and was able to confirm that the well continues to meet drinking water standards and has a long term safe yield of 900 – 1,100 gpm. Preliminary cost estimates to complete the project are \$1,700,000. The City is working with DR Horton through the Northshore project to extend the City's distribution system to provide a connection from the well to the existing secondary water system.

### D. Fiscal Impact:

The City's current budget includes \$995,086 in GL# 57-4000-715 for this project.

### E. Recommendation

Staff recommends that the City Council and approve Resolution R20-15 (3-17-20) authorizing the City Manager to enter into an agreement with Hansen, Allen, and Luce in the amount of \$213,500 for the design, analysis, permitting, bidding, and construction services on the Well #7 Equipping project.

**RESOLUTION NO. R20-15 (3-17-20)**

**A RESOLUTION APPROVING A CONTRACT WITH HANSEN, ALLEN,  
AND LUCE FOR DESIGN, BIDDING, AND CONSTRUCTION  
MANAGEMENT SERVICES ON THE WELL #7 EQUIPPING PROJECT**

WHEREAS, the City Council of the City of Saratoga Spring has found it necessary for Hansen, Allen, and Luce (HAL) to provide design, bidding, and construction management services for the Well #7 Equipping Project; and

WHEREAS, the City of Saratoga Springs requested and was provided a cost for services as itemized in the scope and proposal dated February 10, 2020 in the amount of \$213,500; and

WHEREAS, a City committee reviewed the proposed scope of work and costs for services submitted for the Well #7 equipping project by HAL; and

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

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

The City of Saratoga Springs does hereby approve the attached proposal to provide design, bidding, and construction management services for the Well #7 Equipping Project and proposal dated February 10, 2020 by Hansen, Allen, and Luce in the amount of \$213,500.

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

APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Mayor Jim Miller

ATTEST:

\_\_\_\_\_  
Cindy LoPiccolo, City Recorder

Mr. Jeremy Lapin, PE  
Public Works Director  
City of Saratoga Springs  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, Utah 84045

February 10, 2020

RE: Well #7 Equipping Engineering Scope and Budget  
HAL Project# 360.18.610

Dear Jeremy:

On September 5, 2018 Hansen, Allen & Luce (HAL) was authorized to support the City with engineering services for pump testing of Well #7, preparation of a drinking water source protection plan (DWSP), and preliminary evaluation report (PER). These activities are complete; they were completed using project #260.18.610. As per your request we have prepared this scope of work and estimated fee to provide you with engineering designs and construction services for the equipping of the City of Saratoga Springs (City) Well #7 with a pump house, a pipeline for flushing of the well, and, and a connection to the Central Utah Water Conservancy District (CUWCD) North Shore Aqueduct (NSA) Aqueduct.

## **PROJECT UNDERSTANDING**

The City has requested the assistance of Hansen, Allen & Luce, Inc. (HAL) to develop existing Well #7 into a drinking water source. The well has been drilled, developed, and pump tested. The well was drilled in 2002 using a rotary method with an 18-inch borehole to a depth of 400 feet. The well was completed with a 12-inch casing and 50 slot wire wrapped screens to a depth of 364 feet. A source protection plan for Well #7 was included in an update of source protection plans for all of the City's wells; this report was submitted to the Division of Drinking Water (DDW) in September 2019. The original source protection plan was approved. Updates are generally not reviewed by DDW quickly so approval is anticipated to require several months.

The well was pump tested originally in 2002 and again in August 2019; both pump tests used flow rates of approximately 1,500 gpm. HAL analyzed the pumping potential of the well using computer models. The conclusions of the pump test and source protection plan update were:

# Well #7 Equipping & CUWCD Connection

## Engineering Scope and Budget

- Both pump tests were conducted at 1,500 gpm with similar drawdown results.
- The water quality of the well currently meets drinking water standards.
- More analysis of the drawdown data is required to determine the long term safe yield.

The project scope is for engineering design and construction services for the following facilities:

- A well pump house
- Flush-to-waste gravity pipeline
- A new connection to the CUWCD CWP Aqueduct inside the existing CUWCD underground concrete valve vault.
- A pipeline from the CUWCD vault east to Saratoga Road to connect to the City's distribution system.

The pipeline from Well #7 to an existing City 16-inch drinking water transmission pipeline serving Pressure Zone 1 is not included in the scope and will be addressed by others. A separate pipeline from the CUWCD meter station is required to connect to the well pipeline described above; the design of this pipeline is not included in this scope of work.

## WORK PLAN

### PHASE 1 DETERMINE SAFE WELL PUMPING YIELD

Pump testing and water quality analysis have been completed and the City has determined the well is to become a drinking water source. Design of the well pump house may begin. The flow rate and drawdown results from the pump tests need to be analyzed in more detail in order to provide a recommended flow rate for the well. The objective of this phase is to recommend a flow rate from the well which is sustainable and will not result in excessive drawdown of the well over the long term.

#### **Output:**

1. Recommendation for sustainable flow rate to operate the well

### PHASE 2 DETERMINE PUMP TO WASTE DISCHARGE

The scope includes design of a gravity pipeline with 1,500 gpm of capacity to convey flush-to-waste water from the well to a storm drain system. The alignment of the gravity pipeline is not clear; out of necessity this pipeline will discharge to a Lehi storm drain or Lehi Irrigation facility. The scope includes meeting with and coordinating with Lehi City for the gravity pipeline. The length of pipeline has been assumed to be 500 feet.

1. Conduct a pump to waste pipeline alignment route study:

## Well #7 Equipping & CUWCD Connection

### Engineering Scope and Budget

- a. Meet with Saratoga Springs and Lehi staff to discuss possible route within Lehi.
- b. Meet with the irrigation company to discuss pump to waste discharge to local irrigation/drainage ditch.
- c. Meet with the property owner of the property surrounding the well site (Scott McLachlan.)
- d. Prepare conceptual sketches of two potential pipeline routes.
- e. Meet with Saratoga Springs to select a preferred alternative.

#### Output:

1. Recommendation for permanent discharge of well pump-to-waste water.

### PHASE 3 WELL PUMP HOUSE AND SITE DESIGN

This phase includes design for the well pump house with the associated piping, valving, flow metering, electrical power, electrical controls, instrumentation, and HVAC systems.

HAL will utilize electrical, HVAC, structures, and geotechnical sub-consultants.

#### Input:

1. Phases 1 and 2

#### Activities:

1. Project administration, coordination and communication.
2. Meet with and coordinate with Rocky Mountain Power to determine a successful approach to provide power to the well site.
3. Meet with the City to determine design preferences.
4. Perform site visit at well house site and pipeline route.
5. Prepare 10% preliminary opinion of probable cost.
6. Perform utility research & prepare base map.
7. Perform a survey of the site.
8. Prepare survey along pump to waste pipeline alignment.
9. Perform geotechnical investigation at well site.
10. Perform hydraulic modeling and calculations to determine electrical loads.
11. Prepare preliminary site plans and floor plans.
12. Prepare elevations views.
13. Prepare preliminary drawings for the pump to waste pipeline.
14. Coordination with power utility for new transmission line to well house.

## Well #7 Equipping & CUWCD Connection

### Engineering Scope and Budget

15. Review meetings with City at the 30%, 60% and 90% design stages.
16. Update preliminary 30% drawings based on City comments.
17. Prepare hydraulic calculations for the pumping system and piping.
18. Prepare hydraulic transients screening calculation.
19. Prepare other miscellaneous calculations.
20. Design chlorine equipment using a gas system
21. Prepare structural details.
22. Prepare electrical details.
23. Prepare HVAC details.
24. Review geotechnical report for corrosion issues.
25. Prepare SR-145 bore details.
26. Prepare 60% level well house drawings.
27. Prepare 60% level technical specifications and bidding documents.
28. Meet with City to review bidding documents.
29. Prepare 90% level well house drawings.
30. Prepare 90% level technical specifications and bidding documents.
31. Meet with City to discuss bidding documents.
32. Finalize drawings, specifications and bidding package.
33. Provide permitting assistance:
  - a. Conditional Use Permit – Saratoga Springs
  - b. Plan Approval - Utah Division of Drinking Water (DDW).
34. Finalize Bidding Package.
35. Prepare engineer's opinion of probable construction cost at the 100% design stage.
36. Provide electronic PDF documents file to Saratoga Springs.

### Output:

1. Drawings
2. Specifications
3. Bidding documents
4. Engineer's opinion of probable construction cost
5. DDW Plan Approval

# Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



## PHASE 4 DESIGN METERED CONNECTION TO CUWCD

Included in the scope is design of piping and valving for a metered connection to the CUWCD North Shore Aqueduct on the south side of Pioneer Crossing. The pipeline from the meter station to the existing Pressure Zone 1 water distribution system will be designed by others.

There is an existing valve vault on the Central Utah Water Conservancy District's (CUWCD) North Shore Aqueduct located on the south side of Pioneer Crossing Road (SR 45) just west of Saratoga Road. This includes efforts by HAL to coordinate for final design and construction of the meter station by CUWCD. CUWCD will complete the design and construction services; our efforts will be in coordinating with CUWCD.

### Deliverables:

1. Coordination with CUWCD

## PHASE 5 PERMITTING, BIDDING AND CONSTRUCTION SERVICES

### PERMITTING SERVICES

HAL will take the lead to obtain a conditional use permit from the City and plan approval from the Division of Drinking Water.

### Input:

1. Phases 1, 2 and 3

### Activities:

1. Project administration, coordination and communication.
2. Submit plans for Saratoga Springs conditional use permit.
  - a. Conditional Use Permit – Saratoga Springs
    - i. Following the 60% design stage HAL will prepare a site plan, landscaping plan, and building elevations plans for submittal to the Saratoga Springs Planning Department.
    - ii. HAL will prepare the permit applications, meet with City staff three times, and meet with the Planning Commission one time.
    - iii. HAL will make one revision to the plans described above.

## Well #7 Equipping & CUWCD Connection

### Engineering Scope and Budget

3. Submit plans and specifications for DDW plan approval.
  - a. Plan Approval - Utah Division of Drinking Water (DDW).
    - i. HAL will prepare a project notification form and submit it to DDW on behalf of the City.
    - ii. HAL will prepare a submittal consisting of 100% design stage plans and specifications and submit this package to DDW.
    - iii. HAL will follow-up with the DDW for two telephone calls and one meeting.
    - iv. HAL will revise the plans and specifications one time to address comments from DDW.

#### **Output:**

1. Submission of drawings for conditional use permit from Saratoga Springs City
2. Attendance at meetings with the City Planning Department and Planning Commission
3. Submissions of drawings and specifications to the Division of Drinking Water
4. Addressing comments from the Division of Drinking Water

#### **BIDDING SERVICES**

HAL will provide bid assistance by assisting the City in providing plans and specifications in PDF format to bidders, attending the pre-bid meeting, answering contractor questions and if necessary providing addenda and attending the bid opening.

#### **Input:**

1. Phases 1, 2 and 3

#### **Activities:**

1. Project administration, coordination and communication.
2. Attend pre-bid meeting.
3. Respond to questions asked by bidders.
4. Respond to questions and issue addenda.
5. Participated in bid opening.
6. Review bids, prepare bid tabulation and recommend award.

#### **Output:**

1. Recommendation of award of construction contract.

## Well #7 Equipping & CUWCD Connection

### Engineering Scope and Budget

#### CONSTRUCTION SERVICES

The purpose of this task is to administer the construction contract, including reviewing submittals, providing field observation and other related tasks as described below. Our sub-consultants will also be involved during this task.

#### Input:

- Phases 1,2,3 and 4

#### Activities:

1. Task administration.
2. Attend preconstruction meeting.
3. Review contractor submittals.
4. Field observation and reports.
5. Electrical site visits and reports.
6. Structural site visits and memo report.
7. Weekly construction progress meetings (assume 16 meetings).
8. Coordinate and review materials testing results.
9. Provide office engineering support to answer questions.
10. Review contractor pay requests.
11. Review contractor change orders and prepare documents.
12. Provide assistance during well house start-up and testing.
13. Provide assistance during pipeline start-up and testing.
14. Prepare record drawings.
15. Review O&M submittals by the Contractor.
16. Coordinate completion dates, punch lists and close-out items.
17. Prepare operating permit request letter and documentation for the Division of Drinking Water.
18. Prepare record drawings in PDF format.

#### Output:

1. Attend Weekly Construction Meetings
2. Field observation reports.
3. Electrical site visit reports.
4. Structural site visit memo report
5. Submittal reviews
6. Recommendations for contractor change orders and payments
1. Attend Final Walkthrough
2. Record Drawings
3. DDW Operating Permit
4. Contract Documentation

# Well #7 Equipping & CUWCD Connection

## Engineering Scope and Budget



### PROJECT ASSUMPTIONS

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

1. The preliminary review by the Geotechnical Engineer identified collapsible soils in the area. Collapsible soils are anticipated at the well site and the pipeline alignment.
2. The City has already acquired all property and easements required for the project; therefore legal descriptions are not required for this scope of work.
3. Water rights have already been addressed for this well.
4. The pump to waste pipeline will discharge to an existing irrigation ditch 500 feet west of the well site. The City will negotiate with the owner of the ditch, Lehi Irrigation Company, to obtain permission to discharge to the ditch. HAL has budgeted for two meetings in support of this effort.
5. The well discharge pipeline to be connected to the drinking water distribution system will be designed by others.
6. It is assumed that gaseous chlorine will be required for Well #7.
7. The well pump house structure is assumed to be similar to irrigation pump stations previously designed for the City by HAL with a split faced block design with electrical unit heaters, exhaust fans, louvers and air conditioning.
8. A fixed back-up power generator will be included in the project.
9. The pump house will include sound insulation.
10. The task list and costs for each task assume that all tasks have been awarded.
11. Minimal landscaping design is assumed for the well house which will include gravel mulches and asphalt pavement. An irrigation system for plant material will not be included
12. The scope of work includes a screening calculation for hydraulic transients.
13. Corrosion analysis will be performed by our geotechnical engineer. If the soils are corrosive, corrosion control is assumed to be provided by zinc and/or magnesium anodes at DI fittings. The buried pipeline is assumed to be PVC.
14. The pump house will have CMU walls and a wood truss roof with asphalt shingles. Architectural treatments will be limited to color selections of walls, doors, shingles, and metal trim.
15. The pump house will have sound proofing in the design of the structure.
16. Contract Documents will include front end documents by HAL, standard Saratoga Springs City specifications, and supplemental technical specifications by HAL
17. All permits, review fees or other agency fees will be paid by the City. Planning approval and coordination efforts were assumed to be similar to past irrigation pump station projects in the City.

## Well #7 Equipping & CUWCD Connection

### Engineering Scope and Budget

18. A single contractor will provide construction for all facilities; projects will not be bid separately
19. Bi-weekly construction meetings were assumed to be over a period of 16 weeks with a few additional meetings in the beginning and end of construction. We anticipate the overall construction process to be longer, including submittal reviews occurring for long lead items including pump, motor, and electrical gear prior to the beginning of weekly construction meetings.

# Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



## ENGINEERING BUDGET

Hansen, Allen & Luce, Inc. (HAL) proposes a professional “**not to exceed**” engineering budget to perform the design services outlined in this proposal under phases 1, 2, 3, and 4. For phase 5 charges to the project will be based on actual expenses in accordance with HAL’s latest Fee Schedule.

### SUMMARY OF ESTIMATED ENGINEERING BUDGET

PHASE	UPDATED FEE ESTIMATE
Phase 1 Determine Well Safe Pumping Yield	\$7,200
Phase 2 Determine Pump to Waste Discharge	\$18,500
Phase 3 Wellhouse Design	\$114,500
Phase 4 CUWCD Connection Coordination	\$3,700
Phase 5 Permitting, Bidding and Construction Services	\$69,600
<b>TOTALS</b>	<b>\$213,500</b>

HAL has tracked the well pumping project under project # 360.18.600. We will track this well equipping project with HAL project # 360.18.610.

## PROPOSED SCHEDULE

HAL has evaluate the tasks in this project and estimates it will require five months to provide a design and bid package to the City as outlined in this scope. This does not include addressing the requisite land agreements to facilitate a pump to waste system.

# Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



## SUMMARY

We appreciate the opportunity to work with the City on this important project to develop Well #7 as a new drinking water source. We have tried to make our scope of work and fee estimate complete. Please contact me if you have any questions or need additional information or if there are any issues or tasks you would like to discuss.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

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Steve Jones, M.S. P.E.  
Principal

APPROVED BY:

CITY OF SARATOGA SPRINGS

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Jeremy Lapin, P.E.  
Public Works Director



City of Saratoga Springs  
Well #7 Equipping  
Preliminary Opinion of Probable Cost



ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	%	6%	\$ 1,200,000	\$ 72,000
2	Construction Surveying	%	1%	\$ 1,200,000	\$ 12,000
3	SWPPP	%	1%	\$ 1,200,000	\$ 12,000
4	Pump House Structure	LS	1	\$ 100,000	\$ 100,000
5	Generator Screening Walls & Concrete Pad	LS	1	\$ 20,000	\$ 20,000
6	Pump, shaft and motor	LS	1	\$ 165,000	\$ 165,000
7	Pump Station Piping & Valving System	LS	1	\$ 125,000	\$ 125,000
8	Pump-to-Waste Pipeline	LF	600	\$ 110	\$ 66,000
9	Pump to Waste Discharge Structures	LS	2	\$ 10,000	\$ 20,000
10	Site Improvements	LS	1	\$ 100,000	\$ 100,000
11	Landscaping	LS	1	\$ 30,000	\$ 30,000
12	Fencing	LF	800	\$ 120	\$ 96,000
13	Chlorination System	LS	1	\$ 31,000	\$ 31,000
14	Extend Electric Power Supply to Well Site	LS	1	\$ 100,000	\$ 100,000
15	Electrical Systems	LS	1	\$ 135,000	\$ 135,000
16	HVAC System	LS	1	\$ 35,000	\$ 35,000
17	Control Panel, SCADA Programming, Intergration	LS	1	\$ 35,000	\$ 35,000
18	Instrumentation	LS	1	\$ 15,000	\$ 15,000
19	Generator and transfer switch	LS	1	\$ 125,000	\$ 125,000
				Sub-Total Construction	\$ 1,300,000
				Contingency and Unknowns: 10%	\$ 130,000
				<b>TOTAL CONSTRUCTION</b>	<b>\$ 1,430,000</b>
				Engineering Design and Construction Services	\$ 220,000
				<b>Preliminary Opinion of Probable Cost</b>	<b>\$ 1,700,000</b>
Estimate Class: 3		Range		-10%	\$ 1,500,000
				20%	\$ 2,000,000

# City Council Staff Report

**Author:** Jeremy D. Lapin, P.E. – Public Works Director

**Subject:** Pony Express Parkway Extension

**Date:** March 17, 2020

**Type of Item:** Award of Contract



## Description:

- A. Topic:** This item is for the approval of a contract with PEPG Engineering to perform the preliminary, final design, bid period services, and construction administration services for the extension of Pony Express Parkway from Redwood Road to the existing bridge over the Jordan River.
- B. Background:** The City of Saratoga Springs has received funding from Mountainland Association of Governments (MAG) to design and build the Pony Express Extension project. Funding for the design is available now with funding for construction becoming available at the end of 2020. This roadway connector will provide the residents access between Pioneer Crossing and Redwood Road easing congestion on Redwood Road. Pony Express Parkway is classified as a major arterial with a proposed 180 ft right of way (ROW) however only the first 3 lanes will be built with this project.
- C. Analysis:** The City posted a Request for Proposals to SciQuest for engineering firms on its roadway project prequalification list. Four firms attended the mandatory pre-proposal meeting and submitted proposals – Civil Science, CRS, PEC, and PEPG. The review committee ranked the proposals and the proposal from PEPG was ranked the highest.

Although the lowest price proposal came from CRS, staff reviewed their proposal and found a significant variation in scope from the other firms. The other firms anticipated a staff time to complete the project ranged from 1,500 hours to 1,900 hours. CRS only anticipated 994 staff hours to complete the project which, in the opinion of the review committee would be insufficient. All firms appeared to have project teams that had the necessary skills and qualifications to meet the City's needs.

- D. Fiscal impact:** The funding for project was appropriated by the City Council with the adoption of budget amendment 4 to the FY2019-2020 Budget under GL# 33-4000-759 in the amount of \$350,000. MAG has allocated \$350,000 for the reimbursement design services available now with the remaining funding for construction available in Federal FY 2021.
- E. Recommendation:** Staff recommends the City Council approve awarding contract to PEPG in the Amount of \$348,767 for to perform the preliminary, final design, bid period services, and construction services for the proposed Pony Express Extension Project.



**RESOLUTION NO. R20-16 (3-17-20)**

**A RESOLUTION APPROVING AWARDING CONTRACT TO PEPG  
ENGINEERING FOR THE DESIGN AND CONSTRUCTION  
ADMINISTRATION OF THE PONY EXPRESS EXTENSION PROJECT**

**WHEREAS**, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain design and construction management services from qualified engineering firms to provide services for the Pony Express Extension project; and

**WHEREAS**, on January 27, 2020 the City send a posted request for proposals (RFP) to SciQuest for all firms on the City's prequalification list for engineering services related to roadway projects in order to obtain services from qualified engineering firms; and

**WHEREAS**, on February 20, 2020 the City received proposals from four firms in response to the RFP; and

**WHEREAS**, the proposals were reviewed by staff based upon the evaluation criteria identified in the RFP the City's review committee recommended selecting PEPG Engineering; and

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

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

The City of Saratoga Springs does hereby approve entering into a professional services agreement with PEPG Engineering for the design and construction management of the Pony Express Parkway Extension Project the amount of \$348,767.

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

Passed on the March 17, 2020.

**CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION**

\_\_\_\_\_  
Jim Miller, Mayor

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





# MINUTES – CITY COUNCIL

Tuesday, March 3, 2020

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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## City Council Policy Meeting

**Call to Order:** Mayor Jim Miller called the Policy Meeting to order at 6:00 p.m.

### **Roll Call:**

**Present** Mayor Jim Miller, Council Members Stephen Willden, Ryan Poduska, and Christopher Carn. Council Members Michael McOmber and Chris Porter attended the meeting via teleconference.

**Staff Present** City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Economic Development and Public Relations Director David Johnson, City Engineer Gordon Miner, Planning Director David Stroud, Fire Chief Jess Campbell, Police Chief Andrew Burton, Senior Planner Sarah Carroll, Planner Rachel Day, and City Recorder Cindy LoPiccolo.

Invocation by Council Member Poduska.

Pledge of Allegiance led by Council Member Carn.

**Public Input:** Tanya Parker, Saratoga Springs HOA President, requested the roads in Fox Hollow Neighborhood 4 be made public or city maintained as much as possible, and all driveways for the units be full length not an apron product which has caused ongoing parking problems.

### **REPORTS:**

Council Member Willden reported his attendance of the State legislative update. City Manager Christensen reported concerning HB273.

Council Member Carn reported he had the opportunity to teach AP Human Geography classes at Vista Heights and Lake Mountain schools that included planning principles, and sewer and water systems information.

City Manager Christensen reported the Police Awards Luncheon was held today, he appreciates all the Officer's hard work and Council's support.

### **BUSINESS ITEMS:**

1) **Library Board By-Laws and Code Amendment, Title 3.05.03; Resolution R20-12 (3-3-20); Ordinance 20-5 (3-3-20).** Assistant City Manager Jackson presented the staff report and recommendation to update the Library Advisory Board Bylaws and modify Title 3 in order to reduce the number of Library Board position from seven to five making attendance for a quorum to be three which greater facilitate the Library Advisory Board to continue to function and meet the requirements outlined in the By-Laws.

49 Motion by Council Member Willden to approve the Library Board By-Laws and Code Amendment, Title 3.05.03,  
50 Resolution R20-12 (3-3-20), and Ordinance 20-5 (3-3-20), was seconded by Council Member Carn.  
51 Vote: Council Members Poduska, Willden, Carn, Porter, and McOmber – Aye.  
52 Motion carried unanimously.

53  
54 2) **The Villages at Saratoga Springs (Fox Hollow) Neighborhoods 4, 12, 13, Rezone, General Plan**  
55 **Amendment, Master Development Agreement (MDA) Amendment, and Neighborhood 4 Concept Plan Review,**  
56 **Chad Bessinger Applicant, ~3100 South Redwood Road; Ordinance 20-6 (3-3-20).** Senior Planner Sarah Carroll  
57 presented the staff report concerning request to modify land uses and zoning in Neighborhoods 4, 12 and 13  
58 within the Fox Hollow development, and MDA amendment. The Applicant requests the MDA be amended in  
59 order to retain 10 acres of commercial in Neighborhood 4 and that it be zoned Community Commercial, this  
60 results in an increase of the R-1-10 PUD zoning, however, there is no request for increase in units keeping the  
61 335 units previously approved which results in a decrease in density from 9 units per acre to 7.59 units per  
62 acre. The land use map for Neighborhood 4 is proposed to be amended from Regional Commercial (RC) and  
63 High Density Residential to 10 acres of Community Commercial (CC) with the remainder as High Density  
64 Residential.

65  
66 The Applicant further proposes 10.76 acres of Community Commercial zoning in Neighborhood 13 adjacent to  
67 the future Foothill Boulevard Freeway to replace the current zoning of R-1-10 PUD allowing 125 units at 6 units  
68 per acre. The land use map for Neighborhood 13 would be amended from Medium Density Residential to  
69 Community Commercial.

70  
71 The proposed Neighborhood 4 Concept Plan indicates 337 units will be reduced to 335 units to comply, the  
72 HOA recommends full length driveways for parking, proposed variations, public and private roads will be  
73 identified with the Preliminary Plat application. The proposed concept plan indicates lots vary from the R-1-  
74 10 base standards, which is allowed within a PUD due to the approved density.

75  
76 Council Member Carn commented regarding the proposed 50-50 split of commercial with Community  
77 Commercial zoning to open more opportunities for commercial development, expressed concern with misuse  
78 of guest parking if used as a parking solution, enforcement by sub HOA would be required. Council Member  
79 Willden agreed with concern about guest parking noting there should not be additional burden placed on the  
80 rest of the development residents, can support the 50-50 commercial split clarifying units remain as single  
81 family. Council Member Poduska agreed with concerns regarding guest parking, driveway length should follow  
82 code and there should not be a burden on the rest of the HOA. Council Member Willden agreed with the  
83 requirement to follow code. City Attorney Thurman advised the Master HOA should have bylaws with rules  
84 about adding property and maintenance by sub-associations. Council Member Porter expressed support for  
85 the 50-50 split and change in zoning to Community Commercial however has a concern ten acres is not enough  
86 at that interchange, agrees with not inserting the City into an HOA matter, agrees if the driveway length is  
87 coming in beyond code it must not cause a parking problem for residents. Council Member McOmber  
88 commented he is also in agreement with the commercial split and rezone to Community Commercial noting  
89 the west side can come back and ask for more to meet demands, in regard to the driveway length if an  
90 exception comes back he would not be in favor of shortening, cars should not hang out over the sidewalk or  
91 road.

92  
93 Motion by Council Member Willden to approve Master Development Agreement Amendments, Rezones, and  
94 General Plan Amendments for Fox Hollow Neighborhoods 4, 12, and 13 as presented in the report and exhibits,  
95 with the findings and conditions, Ordinance 20-6 (3-3-20), was seconded by Council Member Poduska  
96 Vote: Council Members McOmber, Porter, Carn, Willden, and Poduska – Aye.  
97 Motion carried unanimously.

98

99 3) **Code Amendments, Title 19, Conditional Uses; Ordinance 20-7 (3-3-20).** Planning Director Dave Stroud  
100 and Planner Rachel Day presented the staff report and summary of the proposed changes to the Land Use  
101 tables in regard to Conditional Uses. The changes are in accordance with Council policy direction given at a  
102 Special Meeting on January 23, 2020 wherein Council approved initiating proceedings pursuant to Utah Code  
103 §10-9a-509(1)(a)(ii)(B) to remove Conditional Uses within all Title 19 zoning designations. This amendment is  
104 based on other city standards and changes the designation of the Conditional Uses by either removing them,  
105 changing them to permitted uses or permitted uses that will have associated standards and considerations.  
106 Director Stroud advised additional uses will be brought back for consideration of inclusion.

107  
108 Council discussed the standards in regard to drive-through restaurants in Neighborhood Commercial (NC)  
109 zone, distance standards for hotels to schools and residential, half-mile separation of storage facilities,  
110 grandfathering of current legal private kennels, code enforcement monitoring of travel trailers, tattoo shops  
111 only in Industrial zone. Council expressed appreciation for the work by Planning and special thanks to Planner  
112 Day. Director Stroud advised other use standards will be brought back to Council i.e. commuter light rail  
113 stations.

114  
115 Motion by Council Member Willden to approve Title 19 Code Amendments within Chapters 19.02, 19.04,  
116 19.05, 19.09, and 19.15, modifying to allow drive-through restaurants in Neighborhood Commercial (NC),  
117 tattoo shops permitted in Industrial zone only, requiring ½ mile separation of storage units, hotel distance  
118 changed from 300 to 500 feet but if separated by an Arterial road it can be reduced to 300 feet measuring  
119 from hotel structure to property line but not in the back or side of the hotel, adding cemetery Institutional/Civic  
120 zoning, Ordinance 20-7 (3-3-20), was seconded by Council Member Porter  
121 Council Member Carn advised he will dissent as he does not agree with drive-through in Neighborhood  
122 Commercial zones, the zone should create a buffer and the drive-through defeats the purpose and increases  
123 traffic.

124 Vote: Council Members Poduska, McOmber, Willden, and Porter – Aye. Council Member Carn – Nay.  
125 Motion carried 4-1.

126  
127 **MINUTES:**

128  
129 1) **February 18, 2020.**

130  
131 Motion by Council Member Willden to approve the Minutes of February 18, 2020 as written, was seconded by  
132 Council Member Porter.

133 Vote: All in favor.  
134 Motion carried unanimously.

135  
136 **ADJOURNMENT:**

137  
138 There being no further business, Mayor Miller adjourned the meeting at 7:44 p.m.

139  
140 \_\_\_\_\_  
141 Jim Miller, Mayor

142  
143 Attest:

144  
145 \_\_\_\_\_  
146 Cindy LoPiccolo, City Recorder  
147 Approved: