SARATOGA SPRINGS

Life's just better here

1. 2020-5-19 Cc Agenda

   Documents:

   2020-5-19 CC AGENDA.PDF

2. 2020-5-19 Cc Packet

   Documents:

   2020-5-19 CC PACKET.PDF

3. 2020-5-19 Cc Approved Minutes

   Documents:

   2020-5-19 CITY COUNCIL MINUTES APPROVED.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

CITY OF SARATOGA SPRINGS
Tuesday, May 19, 2020, 6:00 pm
Pursuant to State and Federal Guidelines concerning COVID19, this Meeting will be conducted electronically.
Meetings are streamlined live electronically at
https://www.youtube.com/c/CityofSaratogaSprings
Questions and comments to staff and/or Council may be submitted to comments@saratogaspringscity.com

POLICY MEETING

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.

REPORTS:
1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Building, Police, Fire/EMS
   (Please direct comments and questions to Department Manager)

BUSINESS ITEMS:
1. Wildflower Commercial Rezone / General Plan Amendment, DAI Utah Nate Shipp and Dan Herzog Applicant, Northwest Corner of Mountain View Corridor and SR-73; Ordinance 20-18 (5-19-20).
2. Saratoga Springs Commercial Plat E Preliminary Plat, Daniel Schmidt Applicant, South of 1303 North Exchange Drive. *(Continued from May 5, 2020)*
3. Revisions to the City's Standard Technical Specifications and Drawings; Ordinance 20-19 (5-19-20).
4. Reimbursement Agreements for Northshore Phases 1, 2, D.R. Horton, Inc.; Resolution R20-24 (5-19-20).
5. Reimbursement Agreement for Perelle Meadows Phases 1, 2, 3, AMH Development, LLC; Resolution R20-25 (5-19-20).

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.

MINUTES:

1. May 5, 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.

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

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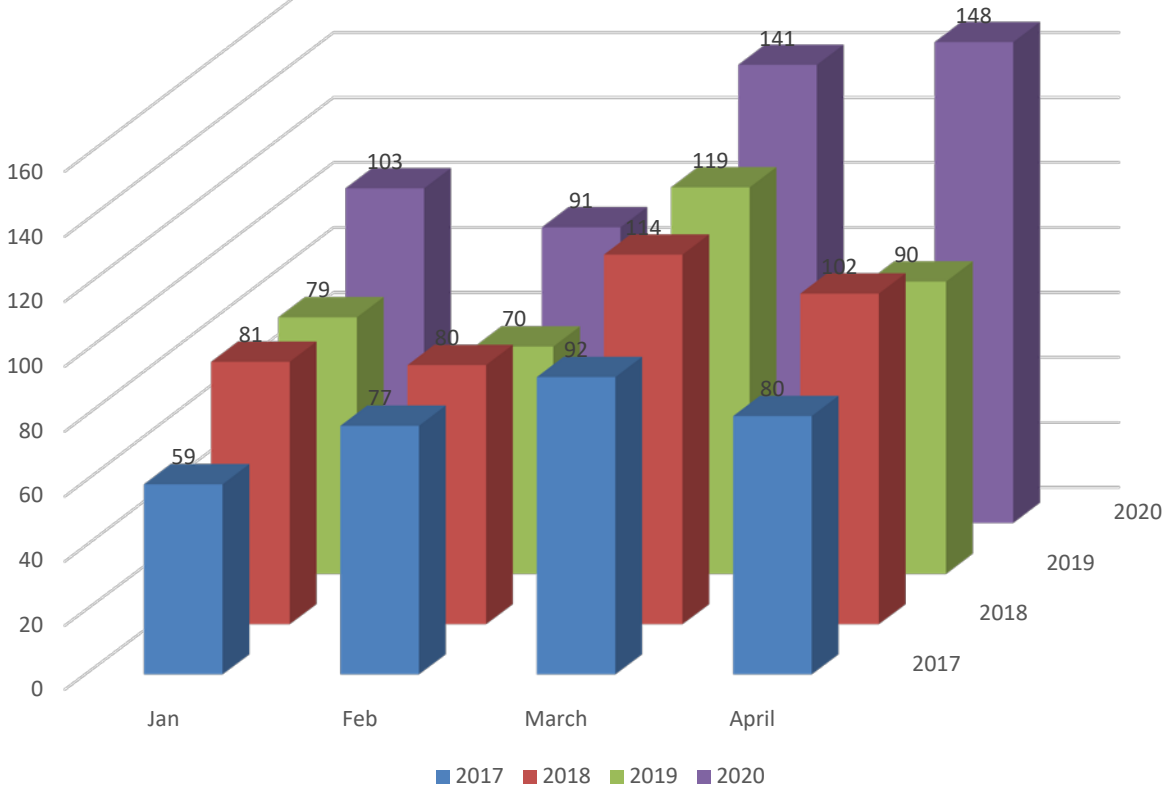
CITY OF SARATOGA SPRINGS

BUILDING DEPARTMENT COUNCIL UPDATE MAY 19, 2020

BUILDING DEPARTMENT

Building Permits Issued First Four Months 2017-2020

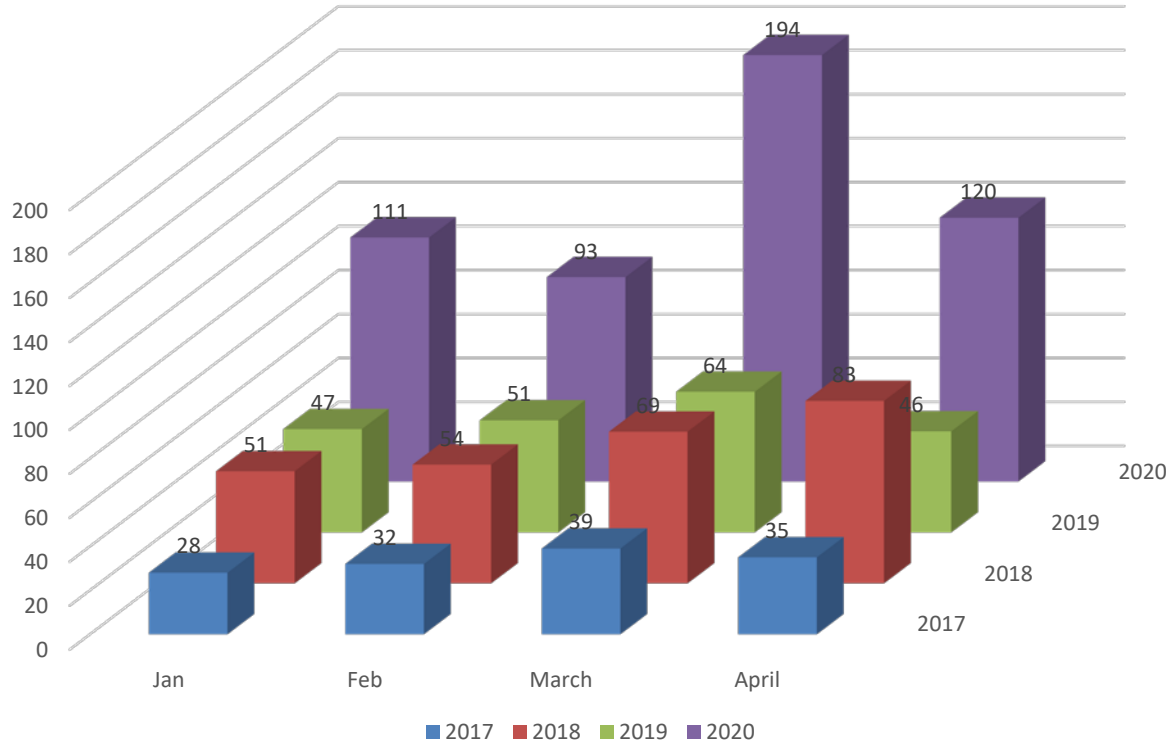
- Total Building Permit Numbers 2020
  - The number of permits issued in each month of 2020 have been the highest for each corresponding month since before 2007
  - Permit application and permits issues in both March and April during the coronavirus pandemic continued to increase at accelerated rates.
  - Permit application toward the end of April indicate that the May numbers will continue to look positive.
  - Building Department switch to a complete paperless application and permitting at the beginning of the pandemic



BUILDING DEPARTMENT

Residential Units First Four Months 2017-2020

- **RESIDENTIAL UNITS IN 2020 ARE AT THEIR HIGHEST**
- Single Family Units 2020
  - Jan 33
  - Feb 26
  - March 59
  - April 82
- Multi Family Units 2020
  - Jan 78
  - Feb 67
  - March 135
  - April 38



BUILDING DEPARTMENT

Active Commercial Projects

- MCDONALDS ADDITION
- LSD TEMPLE
- LSD STAKE CENTER
- COSTCO WHOLESALE
- RIVERSIDE CROSSING BUILDINGS 1 &2
- HAVOLINE EXPRESS
- ABC GREAT BEGINNINGS PHASE 2 UPSTAIRS
- MARKHEM DENTAL
- JACOBS POND PUMP STATION
- BLOSSOM RESAURANT
- STATE LIQUIRE STORE
- CONCORD CROSSING APPARTMENTS

BUILDING DEPARTMENT

PLEASE REACH OUT TO ME WITH
ANY QUESTIONS
THANKS

Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Police Department Update

Saratoga Springs City Council

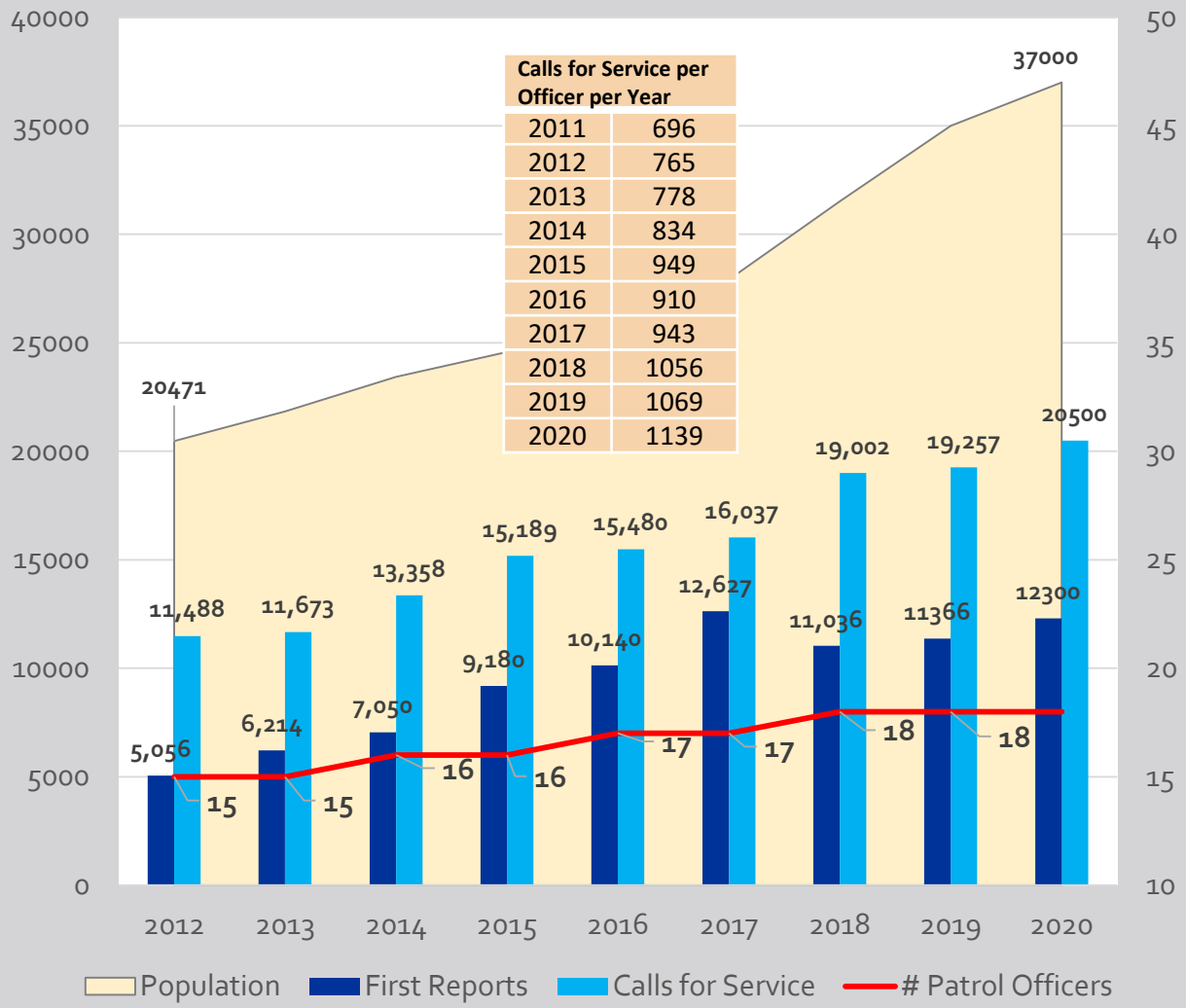
May 2020

Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

CALLS FOR SERVICE		
2011	10444	
2012	11488	*(10% Increase)*
2013	11673	*(2% Increase)*
2014	13358	*(14% Increase)*
2015	15189	*(14% Increase)*
2016	15480	*(2% Increase)*
2017	16037	*(4% Increase)*
2018	19002	*(19% Increase)*
2019	19572	*(3% Increase)*
2020	20500	*(5% Increase)*

INCIDENTS w/FIRST REPORTS		
2011	5125	
2012	5056	*(2% Decrease)*
2013	6214	*(23% Increase)*
2014	7050	*(13% Increase)*
2015	9180	*(30% Increase)*
2016	10140	*(10% Increase)*
2017	12627	*(26% Increase)*
2018	11036	*(12% Decrease)*
2019	11366	*(3% Increase)*
2020	12300	*(10% Increase)*



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Police Department Activity

* *Department Training*

March: Live Fire Pistol and Rifle, Combat Pistol, Firearms Maintenance

* *SWAT Team Training*

February: Distraction Devices, Tourniquet Application, Gas Mask Operations, Tactical Decision Making, Suicide Response, Alternatives to Dynamic Entry, Mission Planning, 3-Cell Operations, Equipment Support, School Operations

April: Pistol/Rifle Marksmanship (Precision and Combat), Pistol and Rifle Qualification in Gas Masks, Search Warrant Operations, Leadership, Weapons Maintenance

* *Special Events and Activities*

Annual Awards Luncheon
COVID-19 Response
Department Training
SWAT Team Training

* *Upcoming Special Events and Activities*

Department Training
SWAT Team Training
Trail Patrol Program

Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

COVID-19 Report

During the COVID-19 situation, patrol officers continued to patrol the city, respond to emergencies, handle calls, and perform their duties as normally scheduled. Investigations personnel worked remotely about 25% of the time. Some support staff personnel were able to work remotely about 50% of the time. We maintained PD lobby hours of 0800 to 1600 for walk in service. The Police Department takes all reasonable and possible precautions to protect ourselves and citizens from COVID-19. The City Council and Management can be proud of the way the PD staff have deported themselves thus far in the pandemic and be grateful that public safety efforts continue regardless of the threat.

Calls For Service January thru April 2019 versus 2020

For January thru April 2020 (compared to 2019), there have been a slightly higher number of mental subject calls, slightly higher domestic violence calls, more alarms and disturbances, more citizen assists, about the same number of burglaries/thefts, suspicious, trespass and vandalism cases, more juvenile problems, and about the same number of animal calls. Our traffic cases dropped substantially. Our response time on Priority 1 calls was much better this quarter compared to last year (due to much lower traffic). See chart on the next slide.

Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

January through April	**2020**	**2019**
Calls for Service	5283	6265
Incidents (Calls with Reports)	3331	3560
Priority 1 Call Response Time	7:46	8:20
Citations	797	1235
Arrests	169	237
Mental Subjects	115	112
Assaults, Weapons, Threats	41	47
Domestic Violence, Sexual Assaults	68	59
Agency Assists	352	344
911 Calls, Alarms and Disturbances	1010	866
Citizen Assists	916	900
Traffic, Parking, Impounds	1780	2826
Drugs	16	18
Fraud, Theft and Burglary	131	134
Vandalism, Suspicious, Trespass	222	236
Juvenile Problems	78	55
Animal and Zoning Cases	392	497

Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

***Police Department Areas of Focus*:**

* Providing Professional Law Enforcement Services
* Officer Safety
* Officer Training, Wellness/PTSD, Retention
* Mental Health, Suicide and Opioid Epidemic Response
* School Safety
* Real Time Data Information/Mapping Technology
* Forensics/Evidence Technology (Digital, DNA, Drones)
* Special Operations (SWAT, Active Shooter, Terrorism Awareness)
* Use of Force Management and Review
* Media/Social Media Use and Response

Police Department "Truths"

* People Are More Important Than Hardware/Systems
* Quality is Generally More Important Than Quantity
* Police Officers Are Not Easily or Quickly Recruited or Trained
* Police Capability Cannot Be Produced Upon/During an Emergency
* Police Require Competent Support Staff

SARATOGA SPRINGS PLANNING

City Council Staff Report

Rezone and General Plan Amendment
Wildflower Commercial
May 19, 2020
Public Meeting

Report Date:	Tuesday, May 12, 2020
Applicant:	DAI Utah, Nate Shipp and Dan Herzog
Owner:	Collins One LLC; CLH Holdings LLC; and Collins Brothers Land Development LLC
Location:	Northwest corner of Mountain View Corridor and SR-73
Major Street Access:	Mountain View Corridor and SR-73
Parcel Number(s) & Size:	58:033:0498, 64.60 acres; 58:033:0504, 4.19 acres; and 58:033:0505, 50.27 acres
Parcel Zoning:	Regional Commercial (RC)
Adjacent Zoning:	Planned Community (PC), Agricultural (A), and RC
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Undeveloped, future PC Business Park, future multi-family residential
Previous Meetings:	5/14/20 – Planning Commission issued a recommendation on this item 11/14/19 – Planning Commission recommended Community Plan approval 12/17/19 – City Council conditional approval of MDA Amendment 4/14/20 – City Council conditional approval of amended Community Plan
Previous Approvals:	2/24/2015 – Wildflower Community Plan, Master Plan Agreement, General Plan Amendment, and Rezone approved 4/21/2015 – Springs Annexation, General Plan Amendment, and Rezone approved 11/15/2016 – Wildflower Community Plan Amendment approved
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Tippe Morlan, AICP, Senior Planner

A. Executive Summary:

This is a request to modify the land use and zoning designations for the commercial property within the Wildflower Development as outlined in Section C of this report and in the attachments. These changes are in line with the amended Wildflower Community Plan which was conditionally approved at the April 14, 2020 City Council meeting.

Recommendation:

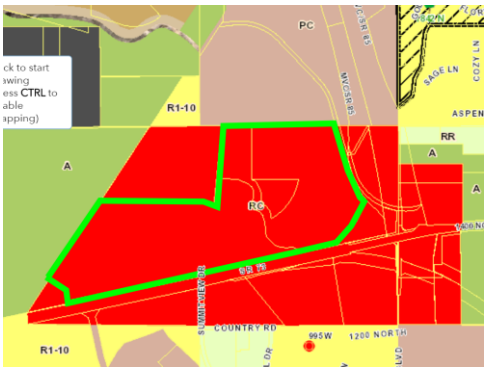
Staff recommends that the City Council review and discuss the proposal, and choose from the options in Section "H" of this report. Options include recommendations to the City Council for approval or denial or continuance.

Tippe Morlan, AICP, Senior Planner
tmorlan@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x116 • 801-766-9794 fax

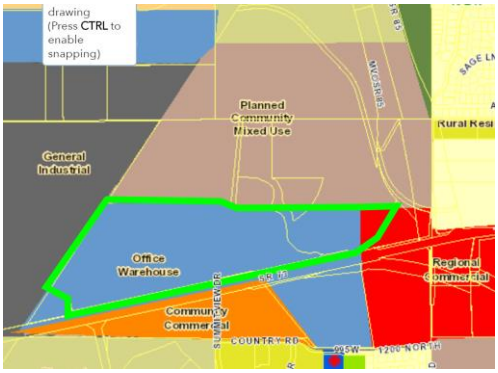
B. **Background:** When the original Wildflower Community Plan was approved in 2015, approximately 200 acres of commercial property to the south of the development was designated to be subject to the City's Regional Commercial zone. The latest amendment to the Community Plan requests that the commercial property now be incorporated into the Community Plan requiring the land use and zone designations to be changed to Planned Community.

Specific Request: The applicant is requesting a rezone and general plan amendment for 120.37 acres of commercial property within the Wildflower Development. The rezone and general plan amendment requests require a public hearing with the Planning Commission and a recommendation to the City Council.

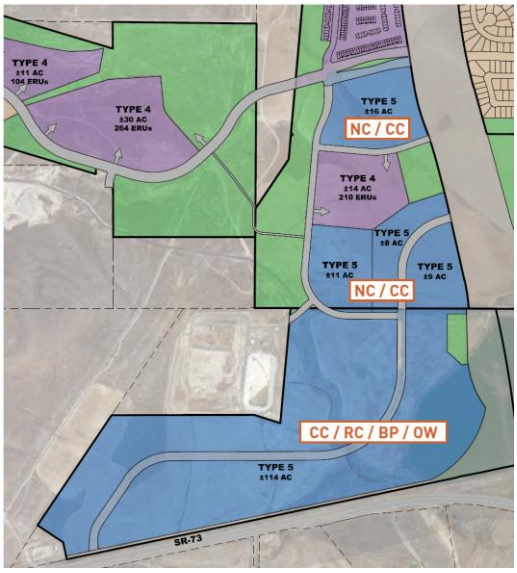
ZONING MAP



LAND USE MAP



This property is located in the southeastern portion of the overall project area and was originally designated with Regional Commercial zoning when the Community Plan was first approved. With the latest amendment to the Community Plan incorporating the Springs Development into the Wildflower plan, the applicant also chose to formally incorporate the commercial area into the plan. The applicant intends to develop a Business Park compatible with several commercial zones rather than a Regional Commercial shopping center in this location. Several potential zones have been identified for the future commercial uses (see Exhibit A), and details will be finalized with each respective Village Plan submittal.



The applicant did request a zone change and general plan amendment concurrent with the Community Plan amendment; however, this was only to incorporate the Springs property into the Planned Community

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zone. This application is required because the commercial property was not included in the previous request.

C. Process:

General Plan Amendment and Rezone: Section 19.13.04 indicates that a public hearing and recommendation is required by the Planning Commission and the City Council makes the final decision.

D. Community Review: The request to amend the General Plan and Zoning Map has been noticed as a public hearing in the *Daily Herald,* posted on the Utah public notice website, and mailed notice sent to all property owners within 300 feet of the subject neighborhoods.

E. General Plan: The applicant requests to amend the General Plan designation on the southern portion of this property from Office Warehouse and Regional Commercial to Planned Community – Mixed Use. The northern portion of this property is already designated Planned Community – Mixed Use, and this designation is in line with the recently approved Community Plan.

Staff finding: If the proposed changes are approved, the requested Planned Community zone would be consistent with the General Plan. A General Plan Amendment is a legislative decision and the criteria for an amendment are reviewed in Section H of this report.

F. Code Criteria:

General Plan Amendment and Rezone:

Zoning Map and General Plan Amendments are a legislative action; therefore the City Council has significant discretion in making decisions to amend the land use and rezone property. The criteria in Section 19.17.04, outlined below, are not binding and may act as guidance in making a rezone decision:

> 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;
> 2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
> 3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
> 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
>
> Findings for either approval or denial are outlined in section H of this report.

G. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed Rezone and General Plan Amendment, discuss any public input received, and select from the options below.

Option 1 – Positive Recommendation

"I move that the City Council approve the proposed Rezone and General Plan Amendment for Wildflower as described in Section C of this report and as depicted in the attached exhibits, with the findings and conditions below."

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Findings:

1. The request is for a rezone and general plan amendment. If the proposed General Plan Amendment is approved, the proposed zoning will be consistent with the Land Use Map of the General Plan.

2. The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public because it more clearly designates the commercial areas within the Wildflower development prior to development of these neighborhoods.

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City so long as appropriate conditions are in place to ensure access, infrastructure, layout and appearance, traffic mitigation, trail connectivity, and other code compliance. These items will be reviewed further with each individual village plan, subdivision, and site plan application for compliance with the Land Development Code.

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 because this will preserve future commercial areas within the City which will be a benefit to the community at buildout.

Conditions:

1. Any conditions as articulated by the Planning Commission or City Council: _____
_____

Alternative Motions:

Option 2 – Negative Recommendation

"I move that the City Council deny the proposed General Plan Amendment and Rezone for Wildflower based on the Findings below:"

1. The amendment is not consistent with the General Plan, as articulated by the City Council: _____, and/or,
2. The amendment is not consistent with Section [19.XX] of the Code, as articulated by the City Council: _____, and/or
3. The amendment does not comply with the Second MDA, as articulated by the City Council: _____.
4. Any other findings as articulated by the City Council: _____

Option 3 - Continuance

"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision as to whether the application meets the requirements of City ordinances, as follows:

1. _____
2. _____
3. _____

H. Exhibits:

A. Approved Community Plan – Land Use and Commercial Standards
B. Approved MDA Amendment

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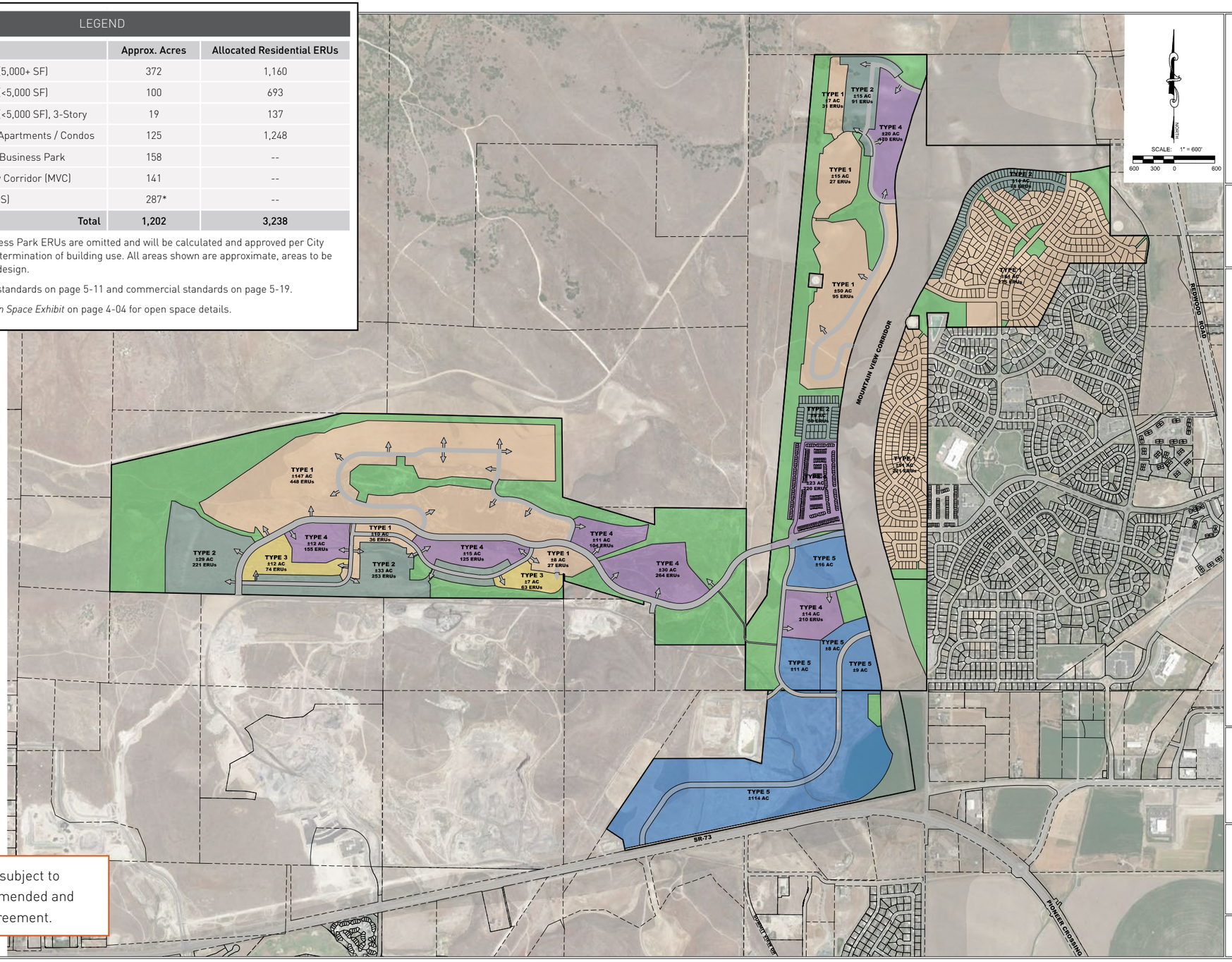
02 Land Use Map Exhibit

LEGEND			
Type*	Description	Approx. Acres	Allocated Residential ERUs
1	Single Family (5,000+ SF)	372	1,160
2	Single Family (<5,000 SF)	100	693
3	Single Family (<5,000 SF), 3-Story	19	137
4	Townhomes / Apartments / Condos	125	1,248
5	Commercial / Business Park	158	--
	Mountain View Corridor (MVC)	141	--
	Open Space (OS)	287*	--
	Total	1,202	3,238

NOTES: Commercial / Business Park ERUs are omitted and will be calculated and approved per City requirement with determination of building use. All areas shown are approximate, areas to be determined at final design.

Refer to residential standards on page 5-11 and commercial standards on page 5-19.

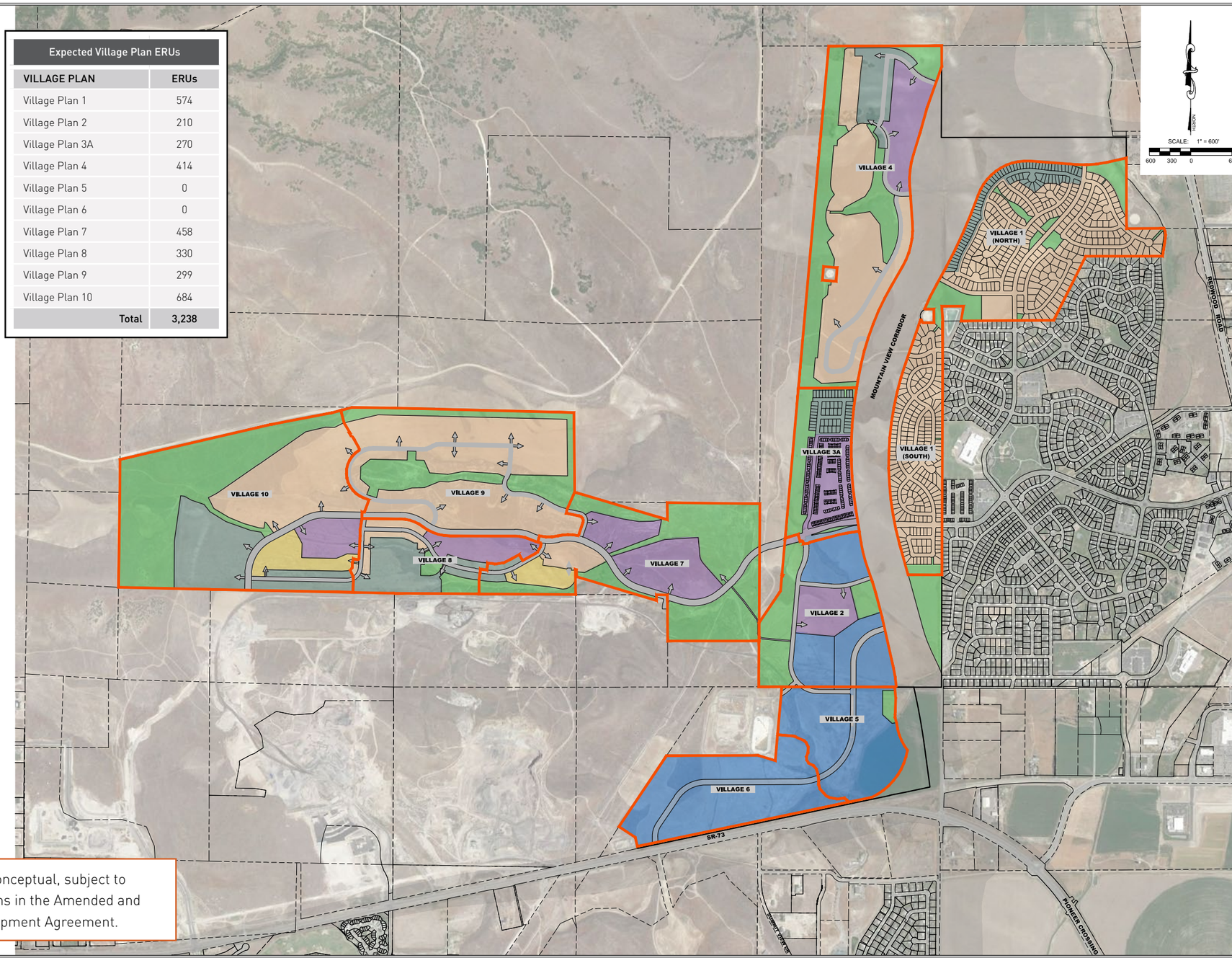
* See Community *Open Space Exhibit* on page 4-04 for open space details.



Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.

Village Plan Phasing Exhibit

Expected Village Plan ERUs	
VILLAGE PLAN	ERUs
Village Plan 1	574
Village Plan 2	210
Village Plan 3A	270
Village Plan 4	414
Village Plan 5	0
Village Plan 6	0
Village Plan 7	458
Village Plan 8	330
Village Plan 9	299
Village Plan 10	684
Total	3,238



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LEI
- A Utah Corporation -
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SURVEYORS
PLANNERS
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Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

WILDFLOWER
SARATOGA SPRINGS CITY, UTAH

VILLAGE PHASE PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2017-0032
DRAWN BY: BLS
CHECKED BY: GDM
SCALE: 1" = 600'
DATE: 11/12/2019
SHEET 1

Commercial Standards

Type 5 — Community Commercial / Business Park

The purpose of the Community Commercial / Business Park type is to allow for medium-sized permitted commercial developments near residential neighborhoods, with establishments that will serve the nearby community. Development under these regulations should provide for Neighborhood Commercial (NC), Community Commercial (CC), Regional Commercial (RC), Business Park (BP), and Office Warehouse (OW), subject to location restrictions as determined during Village Plan review. Improvements such as trails, seating, and lighting that would help create gathering spaces and promote pedestrian activity are expected. Setbacks and configurations will be in line with City code.

Permitted Uses

Permitted uses within Type 5 areas will follow as per the table provided in ***Saratoga City Municipal code, section 19.04.11***. The labels show correlating uses as a guideline.

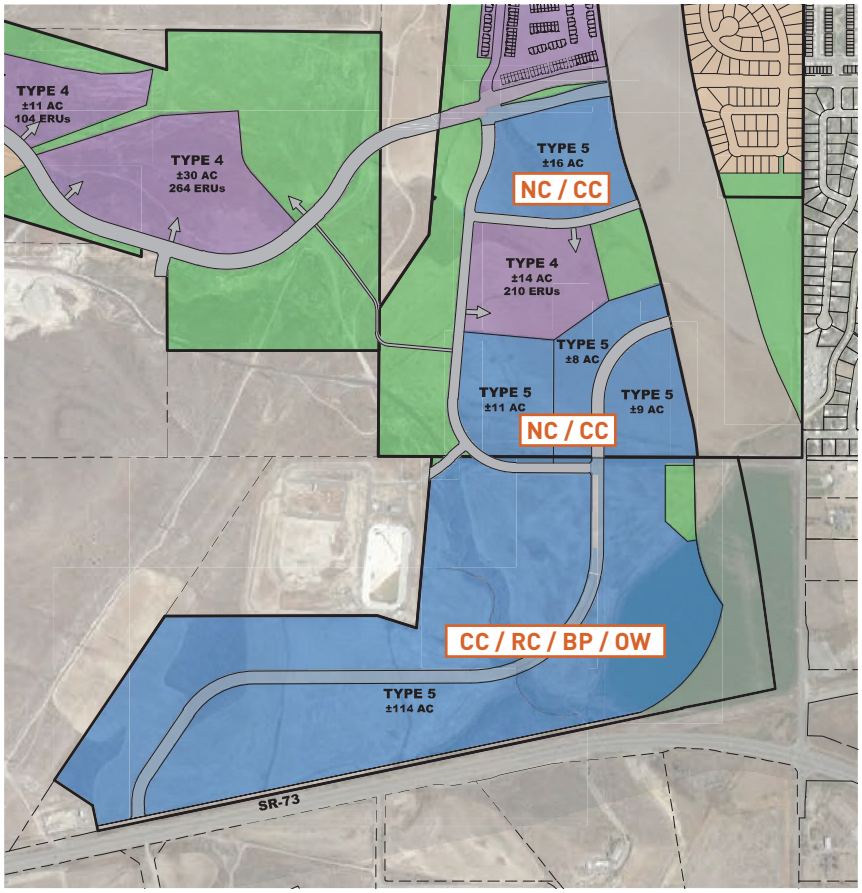


Exhibit B: Approved MDA Amendment

ORDINANCE NO. 19-40 (12-17-19)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING A MASTER DEVELOPMENT AGREEMENT AMENDMENT FOR THE WILDFLOWER DEVELOPMENT

WHEREAS, the City approved the Wildflower community plan ("CP") with a master development agreement ("MDA") in 2015, and an amended CP in 2016, which vested the Developer with 1,468 residential units; and

WHEREAS, the City approved an MDA for the Springs in 2015 following annexation of 479 acres into the City, which vested the Developer with 1,770 residential units; and

WHEREAS, DAI Utah has applied for an amendment to the Wildflower Community Plan and to the corresponding Master Development Agreement pursuant to Chapter 19.26 of the Land Development Code ("Application"); and

WHEREAS, the application combines both the Wildflower and the Springs communities maintaining the existing allocated 3,238 Equivalent Residential Units (ERUs) on the 1,201.71 acre site; and

WHEREAS, the application proposes to amend and restate the entire CP and MDA with amendments to increase the intensity of homes in the Springs, establish development standards for the development of the property, and establish updated open space regulations; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., the City Council, in exercising its legislative discretion, has determined that approving the application furthers the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

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

SECTION I – ENACTMENT

The Wildflower Community Plan amendment and the Amended and Restated Master Development Agreement, attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved and enacted, subject to the City Council's adopted findings and conditions of approval.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
   i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
   ii. post a complete copy of this ordinance in 3 public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 17th day of December, 2019.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

	VOTE
Shellie Baertsch	aye
Michael McOmber	aye
Ryan Poduska	aye
Chris Porter	aye
Stephen Willden	aye

EXHIBIT A

Wildflower Amended and Restated Master Development Agreement

WHEN RECORDED, RETURN TO:

_____
_____

AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR THE
WILDFLOWER MASTER PLANNED COMMUNITY

[_____], 2019

TABLE OF CONTENTS

1. **Incorporation of Recitals and Exhibits/ Definitions**. 6
2. **Development of the Project**. 11
   2.1 **Exclusive Agreement/Novation and superceding of the Original Development Agreement.** 11
   2.2 **Excluded Property.** 12
   2.3 **Compliance with this ARMDA**. 12
   2.4 **Accounting for Parcels Sold to Subdevelopers**. 12
   2.5 **Cemetery Property**.. 12
3. **Zoning and Vested Rights.** 12
   3.1 **Zoning**. 12
   3.2 **Vested Rights Granted by Approval of this ARMDA**. 13
   3.3 **Exceptions**. 13
4. **Term of Agreement**. 15
5. **Processing of Development Applications**. 16
   5.1 **Outsourcing of Processing of Development Applications**. 16
   5.2 **Acceptance of Certifications Required for Development Applications**. 16
   5.3 **Independent Technical Analyses for Development Applications**. 17
   5.4 **City Denial of a Development Application**. 17
   5.5 **Meet and Confer regarding Development Application Denials**. 18
   5.6 **The City's Denials of Development Applications Based on Denials from Non-City Agencies**. 18
   5.7 **Mediation of Development Application Denials**. 18
   5.8 **Arbitration of Development Application Objections**. 19
6. **Application Under the City's Future Laws**. 20
7. **Infrastructure**. 20
   7.1 **Construction by and Master Developer**. 20
   7.2 **Consistency with Master Utility Plan.** 20
   7.3 **Bonding**. 20
8. **Upsizing/Reimbursements to Master Developer**. 21
   8.1 **"Upsizing"**. 21
9. **Public Infrastructure Financing.** 21
10. **Impact Fees.** 21

11. **Site Preparation.** 21
11.1 **Certain Extraction, Processing and Uses Permitted.** 21
11.2 **Additional Requirements for Uses Off-Site.** 22
11.3 **Limitation of Material Extraction, Processing and Uses.** 22
11.4 **Limitation on Use of Certain Roads.** 22
11.5 **Requirement of Approval of a Development Application.** 23
12. **Rocky Mountain Power Corridor.** 23
13. **Provision of Municipal Services.** 23
14. **Default**. 23
14.1 **Notice**. 24
14.2 **Contents of the Notice of Default**. 24
14.3 **Meet and Confer, Mediation, Arbitration**. 24
14.4 **Remedies**. 24
14.5 **Public Meeting**. 25
14.6 **Emergency Defaults**. 25
14.7 **Extended Cure Period**. 25
14.8 **Default of Assignee**. 25
15. **Notices**. 26
15.1 **Effectiveness of Notice**. 26
16. **Headings**. 27
17. **No Third-Party Rights/No Joint Venture**. 27
18. **Assignability**. 27
18.1 **Related Entity**. 28
18.2 **Notice**. 28
18.3 **Time for Objection**. 28
18.4 **Partial Assignment**. 28
18.5 **Denial**. 28
18.6 **Assignees Bound by ARMDA**. 29
19. **Binding Effect**. 29
20. **No Waiver**. 29
21. **Severability**. 29
22. **Force Majeure**. 29
23. **Time is of the Essence**. T..... 30
24. **Appointment of Representatives**. 30

25. **Applicable Law**. 30
26. **Venue.** 30
27. **Entire Agreement**. 30
28. **Mutual Drafting**. 31
29. **Exclusion from Moratoria**. 31
30. **Estoppel Certificate.** 31
31. **Recordation and Running with the Land**. 31
32. **Authority**. 31

AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR THE
WILDFLOWER MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the [____] day of [_____], 2019, by and between the CITY OF SARATOGA SPRINGS, WF II, LLC, a Utah limited liability company, Collins One, LLC, a Utah limited liability company, Sunrise 3, LLC, a Utah limited liability company, Tanuki, LLC, a Utah limited liability company, and Wildflower Developers, LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in this ARMDA and in these Recitals are defined in Section 1.2, below.

B. Owners owns the Property which is located within the City.

C. Master Developer is under contract with Owners to develop the Project on the Property.

D. A portion of the Property, along with the Excluded Property, is currently the subject of the Original Development Agreement.

E. Another portion of the Property is currently the subject of the Springs ADA.

F. The Parties desire to enter into this ARMDA to novate, replace and supersede, where applicable, the Original Development Agreement and the Springs ADA in their entirety as they relate to the Property.

G. Contemporaneously with the approval of this ARMDA the City has zoned the Property with its "PC" Zone.

H. As a part of this AMRDA the City has approved the Community Plan.

I. The Parties intend that the Original Development Agreement shall remain in full force and effect as it relates to the Excluded Property.

J. Owners, Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

M. The Parties understand and intend that this ARMDA is a "development agreement" within the meaning of the Act and entered into pursuant to the terms of the Act.

N. The City finds that this ARMDA and the Community Plan conforms with the intent of each potential the City's General Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions**.

1.1 **Incorporation**. The foregoing Recitals and Exhibits "A" - "F" are hereby incorporated into this ARMDA.

1.2 **Definitions**. As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1 **Act** means the City Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 (2019) et seq.

1.2.2 **Administrator** means the person designated by the City as the Administrator of this ARMDA.

1.2.3 **Applicant** means a person or entity submitting a Development Application.

1.2.4 **ARMDA** means this Amended and Restated Master Development Agreement.

1.2.5 **Buildout** means the completion of all of the development on the entire Project.

1.2.6 **Cemetery Property** means that property located at _____ _____.

1.2.7 **City** means the City of Saratoga Springs.

1.2.8 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9 **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.2.10 **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of December 17, 2019 except as those may be modified in the Community Plan and in this ARMDA. Certain of those provisions of the City's Vested Laws that are modified by this ARMDA are listed in Exhibit "___" but the Parties acknowledge that there may be additional provisions in the ARMDA and the future Community Plans.

1.2.11 **Community Plan** means the plan for the development of the entire Project as shown on Exhibit "B".

1.2.12 **Council** means the elected City Council of the City.

1.2.13 **Default** means a material breach of this ARMDA as specified herein.

1.2.14 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by The City staff.

1.2.15 **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.16 **Development Application** means a complete application to the City for development of a portion of the Project including a Village Plan, Subdivision, Plan or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.17 **Development Report** means a report containing the information specified in Section2.4 submitted to the City by Master Developer for a Development by Master Developer or for the sale by Owners of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Owners and Master Developer.

1.2.18 **Equivalent Residential Dwelling Units** shall have the meaning specified in the City's Vested Laws.

1.2.19 **Exceptions to City's Vested Laws** means those provisions in the Community Plan that modify the City's Vested Laws for the Project.

1.2.20 **Excluded Property** means that property as described in Exhibit A-2 which has previously been developed pursuant to the Original Development Agreement.

1.2.21 **Intended Uses** means the development on the Project of the Maximum Equivalent Residential Uses and all of the commercial, retail, office and other uses specified in the Community Plan

1.2.22 **Master Developer** means Wildflower Developers, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

1.2.23 **Maximum Equivalent Residential Units** means the development on the Property of three thousand seven hundred twenty-nine (3,729) Equivalent Residential Dwelling Units.

1.2.24 **Master Utility Plan** means a plan for providing utilities to the Project as more fully specified in Exhibit "C" and lawful updates made pursuant to the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

1.2.25 **Non-City Agency** means any regulatory body having any jurisdiction over the consideration of any Development Application other than the City.

1.2.26 **Notice** means any notice to or from any Party to this ARMDA that is either required or permitted to be given to another party.

1.2.27 **Original Development Agreement** means a Development Agreement dated February 24, 2015 which is recorded as Entry # _____ in the official records of the Utah County Recorder which applies to a portion of the Property.

1.2.28 **Outsourc[e][ing]** means the process of the City contracting with the City Consultants or paying overtime to the City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA.

1.2.29 **Owners** means WF II, LLC, a Utah limited liability company, Collins One, LLC, a Utah limited liability company, Sunrise 3, LLC, a Utah limited liability company, Tanuki, LLC, a Utah limited liability company, that own those portions of the Property as more fully specified in Exhibit "D".

1.2.30 **Parcel** means a portion of the Property that is created by the Owners and Master Developer to be sold to a Subdeveloper.

1.2.31 **Party/Parties** means, in the singular, either Master Developer, Owners or the City; in the plural each of Owners, Master Developer and the City.

1.2.32 **Plan** means plans approved by the City pursuant to a Development Application.

1.2.33 **Planning Commission** means the City's Planning Commission.

1.2.34 **Pod** means an area of the Project as generally illustrated on the Master Plan intended for a certain number of square feet of industrial or warehousing space.

1.2.35 **Powerline Corridor** means a powerline corridor owned by Rocky Mountain Power that is illustrated on the Community Plan.

1.2.36 **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, and all of the other aspects approved as part of this ARMDA.

1.2.37 **Property** means the real property to be developed into the Project as more fully described in Exhibit "A-1".

1.2.38 **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.39 **Springs ADA** an Annexation and Development Agreement dated April 21, 2015 which is recorded as Entry # _____ in the official records of the Utah County Recorder which applies to a portion of the Property.

1.2.40 **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Owners or Master Developer which purchases a Parcel for development.

1.2.41 **Subdivision** means the division of any portion of the Project into developable area pursuant to State Law and/or the Zoning Ordinance.

1.2.42 **Subdivision Application** means the application to create a Subdivision.

1.2.43 **System Improvements** means those components of the City's infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.44 **Village Plan** means plans for the development of portion of the Project required by Chapter 19.26 of the City's Vested Laws.

1.2.45 **Zoning** means the City's PC Zone as specified in the City's Vested Laws.

2. **Development of the Project**.

2.1 **Exclusive Agreement/Novation and superceding of the Original Development Agreement.** This ARMDA shall be the exclusive agreement between the Parties for development

of the Property. As it relates to the Property, the Original Development Agreement and the Springs DA are hereby acknowledged to be novated, superseded and of no effect.

2.2 **Excluded Property.** The Excluded Property shall remain subject to the Original Development Agreement.

2.3 **Compliance with this ARMDA**. Development of the Project shall be in accordance with the City's Vested Laws (as modified by the Exceptions to City's Vested Laws), the City's Future Laws (to the extent that these are applicable as otherwise specified in this ARMDA), the Zoning Map and this ARMDA.

2.4 **Accounting for Parcels Sold to Subdevelopers**. Any Parcel sold by Owners to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the new ownership of the Parcel(s) sold and the projected or potential uses.

2.5 **Cemetery Property**. Master Developer shall postpone development of the Cemetery Property until December 31, 2024 If, prior to the end of that postponement, Camp Williams completes purchase of some or all of the Cemetery Property, Master Developer may transfer 77 units, consisting of 63 vested units and 14 additional units (to compensate Master Developer for the delay), prorated in accordance to the amount of Cemetery Property sold, to any other area of the Development. Developer may use these units to increase the total number of units in the receiving area notwithstanding the number of units specified in the community plan.

3. **Zoning and Vested Rights.**

3.1 **Zoning**. The Property is zoned as shown on the Zoning Map and that zoning accommodates and allows all development contemplated by Owners and Master Developer,

including the development rights and uses described herein and depicted in the Master Plan, as more particularly set forth below.

3.2 **Vested Rights Granted by Approval of this ARMDA**. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA, the City's Vested Laws, and the Zoning Map except as specifically provided herein and in the Community Plan. The Parties specifically intend that this ARMDA grants to Owners and Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-508. As of the date of this ARMDA, the City confirms that the uses, configurations, densities, and other development standards reflected in the Master Plan are approved under, and generally consistent with the City's existing laws, Zoning Map, and General Plan. However, the Parties acknowledge that the Master Plan is conceptual in nature and additional details may need to be provided by Developer to determine full compliance with the Vested Laws, Future Laws, Zoning Map, General Plan, and this ARMDA. If there is a conflict between any provision of Chapter 19 of the City Code and any portion of this ARMDA, even if not listed in Exhibit A, then the provisions of this ARMDA shall control.

3.3 **Exceptions**. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

3.3.1 Owners and Master Developer Agreement. The City's Future Laws that Owners and Master Developer agree in writing to the application thereof to the Project, except for the remaining exceptions in 3.3.2 to 3.3.9;

3.3.2 State and Federal Compliance. The City's Future Laws which are generally applicable to all properties in the City's jurisdiction and which are required to comply with State and Federal laws and regulations affecting the Project;

3.3.3 Codes. The City's development standards, engineering requirements and supplemental specifications for public works, and any of the City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

3.3.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City and which are adopted pursuant to State law.

3.3.6 Impact Fees. Future Impact Fees or modifications thereto which are lawfully adopted and imposed by the City.

3.3.7 Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally

applicable across the entire City and do not materially and unreasonably increase the demonstrable costs or diminish the demonstrable profits of any Development.

3.3.8 Processing of Development Applications. Changes in the City's Future Laws that relate to the processing of Development Applications which are generally applicable across the entire City and do not materially and unreasonably increase the demonstrable costs, or diminish the demonstrable profits.

3.3.9 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii) (2019), as proven by the City by clear and convincing evidence.

4. **Term of Agreement**. The term of this ARMDA shall be until December 31, 2029. If as of that date Master Developer has not been declared to be in default as provided in Section 14, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2034, and, thereafter, for up to one (1) additional period of five (5) years. This ARMDA shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this ARMDA. However, this ARMDA shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this ARMDA. When public improvements required by this ARMDA and the adopted community and village plans have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements.

5. **Processing of Development Applications.**

5.1 **Outsourcing of Processing of Development Applications**. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines in its sole discretion that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to The City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to The City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2 **Acceptance of Certifications Required for Development Applications**. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents

of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3 **Independent Technical Analyses for Development Applications**. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are or are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as The City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this ARMDA shall be selected pursuant to The City ordinances or regulations and Utah State law, in particular Utah Code § 11-39-101 et seq., as amended. Except where doing so would violate state law or the City's contracting or purchasing policy, applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs are the responsibility of Applicant.

5.4 **City Denial of a Development Application**. If the City denies a Development Application the City shall provide a written determination advising the Applicant and Master Developer of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.5 **Meet and Confer regarding Development Application Denials**. Upon a written request from an Applicant, the City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application. Master Developer may, at its option, participate in this Meet and Confer process.

5.6 **The City's Denials of Development Applications Based on Denials from Non-City Agencies**. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7 **Mediation of Development Application Denials**.

5.7.1 Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the Applicant and the City are not able to resolve by "Meet and Confer" shall be mediated and include the following:

(i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,

(ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

(iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and

(iv) the issuance of building permits.

5.7.2 Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the City and Applicant shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If

the City and Applicant are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the City and Applicant regarding the mediation issue and promptly attempt to mediate the issue between the City and Applicant. Master Developer may, at its option, participate in the mediation. If the City and Applicant are unable to reach agreement, the mediator shall notify the City, Applicant, Master Developer and Owners in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the City and Applicant.

5.8 **Arbitration of Development Application Objections**.

5.8.1 Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

5.8.2 Mediation Required Before Arbitration. Prior to any arbitration the City and Applicant shall first attempt mediation as specified in Section 5.7.

5.8.3 Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the City and Applicant shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the City and Applicant are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the City and Applicant regarding the arbitration issue and render a decision. Master Developer may, at its

option, participate in the arbitration. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon the City and Applicant. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.8.4 Limitation on Damages. The arbitrator may not award monetary damages or attorney fees, and any award shall be limited to specific performance by the breaching party.

6. **Application Under the City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Infrastructure.**

7.1 **Construction by and Master Developer**. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.2 **Consistency with Master Utility Plan.** The Public Infrastructure shall be consistent with and fulfill the purposes of the Master Utility Plan.

7.3 **Bonding**. If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapters 10-9a of the Utah Code as amended, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Master Developer**.

8.1 **"Upsizing"**. The City shall not require Owners or Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Owners and Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. **Public Infrastructure Financing.** The City will use its best efforts at the request of Master Developer, within the scope of the City's legislative discretion, to create an "assessment area", "local district" or other similar financial vehicle to pay for portions of the Public Infrastructure.

10. **Impact Fees.** The City acknowledges that the Master Developer or Subdeveloper shall be entitled to impact fee waivers, credits, and/or reimbursements as provided by Utah Code § 11-36a-402(2), as amended, which as of the date of this ARMDA allows a developer to receive waivers, credits, and/or reimbursements if such developer: (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that City and the developer agree will reduce the need for a system improvement.

11. **Site Preparation.**

11.1 **Certain Extraction, Processing and Uses Permitted.** Master Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel products, but excluding any other underground materials or other minerals which may be

discovered, if any) during the course of grading, excavation, and other ordinary and customary development processes for the Property, subject to the City's Future Laws including excavation, grading, and stormwater regulations and permitting requirements. Such natural materials shall only be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property if such materials meet the City's Future Laws pertaining to the use for such purposes. The zoning for the Project shall not be construed to limit or restrict any such temporary development-related extraction, processing and hauling activities.

11.2 **Additional Requirements for Uses Off-Site.** Any excess materials not needed by the Project may also be sold and/or hauled off-site in locations outside the Project, provided that Master Developer: (1) obtains from the City permits for such operation, including but not limited to, a traffic plan, storm water pollution prevention plan, and a grading plan and permit (meeting the requirements of City Future Laws); and (2) complies with such approved permits in its extraction, processing and hauling activities.

11.3 **Limitation of Material Extraction, Processing and Uses.** The provisions of Sections 11.2 and 11.3 shall only allow the excavation and processing of materials pursuant to an active permit required by City Future Laws. The excavation and processing shall not extend beyond the boundaries of the approved grading plan. The Parties acknowledge that the provisions of Sections 11.1 and 11.2 are not intended to allow the Property to be used as a general gravel mining operation.

11.4 **Limitation on Use of Certain Roads.** Without limiting the generality of the foregoing, (a) any trucks hauling materials away from the Project shall not utilize any of the Harvest Hills Subdivision roads or other local roads, but rather, Master Developer shall construct

a temporary road connecting portions of the Property upon which such extraction and processing will occur to Redwood Road or other State Highway, for such hauling activities, (b) Master Developer shall use reasonable efforts to screen such excavation and processing activities from neighboring properties, and (c) Master Developer's extraction activities shall not include mining materials which are deeper under the ground than the grading plan included within the Community Plan and which are materials or minerals other than rock, sand, or gravel products. Further, Master Developer must obtain all applicable excavation, grading, and storm water permits and comply with all other applicable provisions of the City's Future Laws.

11.5 **Requirement of Approval of a Development Application.** Master Developer shall not commence any use permitted under this Section 11 until such time as a Development Application has been approved by City in accordance with the terms and conditions of this ARMDA and the City's Vested Laws.

12. **Rocky Mountain Power Corridor.** The Parties acknowledge that if Master Developer obtains the rights to use the Powerline Corridor for a park or trails for the Project then the area so used shall count as a partial credit against any open space requirements for the Project as specified in the City's Vested Laws including the requirement to provide amenities.

13. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

14. **Default**.

14.1 **Notice**. If Owners, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to all other Parties. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owners and Master Developer.

14.2 **Contents of the Notice of Default**. The Notice of Default shall:

14.2.1 Specific Claim. Specify the claimed event of Default;

14.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ARMDA that is claimed to be in Default;

14.2.3 Materiality. Identify why the Default is claimed to be material; and

14.2.4 Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

14.3 **Meet and Confer, Mediation, Arbitration**. Upon the issuance of a Notice of Default the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to arbitration as provided in Section 5.8 then the Parties shall follow such processes.

14.4 **Remedies**. If the Parties are not able to resolve the Default by "Meet and Confer" or by mediation, and if the Default is not subject to arbitration then the Parties may have the following remedies, except as specifically limited in 15.9:

14.4.1 No Monetary Damages. Except for other remedies specified in this Section 14.4, any breach of this Agreement by either party shall not result in monetary damages but shall be limited to specific performance only.

14.4.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

14.4.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

14.5 **Public Meeting**. Before any remedy in Section 14.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Manager and address the City Manager regarding the claimed Default.

14.6 **Emergency Defaults**. Anything in this ARMDA notwithstanding, if the City's Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 14.4 without the requirements of Sections 14.5. The City shall give Notice to Owners and Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered. Owners and Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

14.7 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

14.8 **Default of Assignee**. A default of any obligations assumed by an assignee shall not be deemed a default of Owners or Master Developer.

15. **Notices**. All notices required or permitted under this ARMDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Nate Shipp
Wildflower Developers, LLC
Exchange Place, Building B
14034 South 145 East, Suite 204
Draper, Utah 84020

With a Copy to:

Bruce R. Baird
Bruce R. Baird, PLLC
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106

To the Owners and with Copies to as Shown on Exhibit "D":

To the City:

[_____]
[_____]
[_____]

With a Copy to:

[_____]
[_____]
[_____]

15.1 **Effectiveness of Notice**. Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

15.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service

15.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

15.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

16. **Headings.** The captions used in this ARMDA are for convenience only and a not intended to be substantive provisions or evidences of intent.

17. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third Parties concerning any improvements to the Property or the Project unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under the City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

18. **Assignability.** The rights and responsibilities of Owners and Master Developer under this ARMDA may be assigned in whole or in part, respectively, by Owners and Master Developer with the consent of the City as provided herein.

18.1 **Related Entity**. Owners' or Master Developer's transfer of all or any part of the Property to any entity "related" to Owners or Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Owners' or Master Developer's entry into a joint venture for the development of the Project or Owners' or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Owners or Master Developer. Owners or Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

18.2 **Notice**. Owners and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

18.3 **Time for Objection**. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

18.4 **Partial Assignment**. If any proposed assignment is for less than all of Owners' or Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment Owners and Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

18.5 **Denial**. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master

Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

18.6 **Assignees Bound by ARMDA**. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

19. **Binding Effect**. If Owner(s) sell(s) or conveys Parcels of lands to Subdevelopers or related Parties, the lands so sold and conveyed shall bear the same rights, privileges, and configurations as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

20. **No Waiver**. Failure of any 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 date any such right or any other right it may have.

21. **Severability**. If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

22. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

23. **Time is of the Essence**. Time is of the essence to this ARMDA and every right or responsibility shall be performed within the times specified.

24. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this ARMDA, the City, Owners and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Administrator. The initial representative for Master Developer shall be Nate Shipp. The initial representative(s) for Owners shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

25. **Applicable Law**. This ARMDA is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

26. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah.

27. **Entire Agreement**. This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

28. **Mutual Drafting**. Each Party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against any Party based on which Party drafted any particular portion of this ARMDA.

29. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

30. **Estoppel Certificate.** Upon twenty (20) days prior written request by Owners, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owners, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

31. **Recordation and Running with the Land**. This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall amend, restate and replace the Original Development Agreement, and shall be deemed to run with the land. The data disks of the City's Vested Laws and the Master Utility Plan shall not be recorded in the chain of title. A secure copy of such data disks shall be filed with the applicable the City Recorder and each party shall also have an identical copy.

32. **Authority**. The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by _____ on _____, 2018;

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER:

Wildflower Developers, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2018, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of XXXX, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

_____, the holder of a mortgage on a portion of the Property, hereby consents to and agrees to be bound to, this ARMDA

[ ]:

_____
a _____

By: _____
Name: _____
Its: _____

MORTGAGE HOLDER ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2018, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

CITY

Saratoga Springs City,
a Utah political subdivision

By: _____
Name: _____
Its: _____

Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Clerk

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____ day of _____, 2018 personally appeared before me _____who being by me duly sworn, did say that he/she is the _____ of Saratoga Springs City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said _____ acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A-1"	Legal Description of Property
Exhibit "A-2"	Legal Description of Excluded Property
Exhibit "B"	Community Plan
Exhibit "C"	Master Utility Plan (on disk)
Exhibit "D"	List of Owners
Exhibit "E"	City's Vested Laws (on disk)
Exhibit "__"	Exceptions to City's Vested Laws

AFFP

47905-NOTICE

Affidavit of Publication

STATE OF UTAH } SS

COUNTY OF UTAH }

Jayne Dunn, being duly sworn, says:

That she is the Legals Billing Clerk of the Daily Herald, a newspaper of general circulation, printed and published in Provo, Utah County, Utah; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 20, 2019

That said newspaper was regularly issued and circulated on those dates. Same was also published online at utahlegals.com, according to Section 45-1-101 – Utah Code Annotated, beginning on the first date of publication, for at least 30 days thereafter and a minimum of 30 days prior to the date of scheduled sale.

SIGNED:

Jayne Dunn

Subscribed to and sworn to me this 27th day of December 2019.

Willy Shaw

Willy Shaw, Notary Public, Utah County, Utah – My commission expires:
September 24, 2021

WILLY SHAW
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 687006
COMM. EXP. 09-24-2021

PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Saratoga Springs, Utah, at their meeting of December 17th 2019, passed and adopted the following Ordinance:

1) Ordinance 19-40 (12-17-19) Approving a Master Development Agreement Amendment for Wildflower Development.

Copies of these Ordinances are on file in the office of the City of Saratoga Springs City Recorder and are available for review during City business hours. Legal Notice 47905 Published in The Daily Herald December 20, 2019.

CITY OF SARATOGA SPRINGS LEGAL
1307 N COMMERCE DR
SARATOGA SPRINGS UT 84045

ORDINANCE NO. 20-18 (5-19-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING A GENERAL PLAN AMENDMENT AND REZONE FOR THE COMMERCIAL AREA OF WILDFLOWER.

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 Saratoga Springs City Council approves any zoning or general plan amendments, the amendments must first be reviewed by the Saratoga Springs Planning Commission for its recommendation to the City Council; and

WHEREAS, on May 14, 2020, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the City's Land Use Map of the General Plan as well as the City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A ("Property"), and forwarded the item with a favorable recommendation; and

WHEREAS, on May 19, 2020, the City Council held a public meeting to consider the general plan land use map and zoning map amendments; and

WHEREAS, the City Council voted to approve the rezone and general plan amendments subject to the terms of the Wildflower Community Plan approved on March 17, 2020; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., 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 and that the Agreement be approved.

NOW THEREFORE, after due consideration of the application and the recommendation from the planning commission, including all public comment made at the public hearing held by the planning commission, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The Properties described in Exhibit A are hereby changed on the City's Land Use Map as follows:

Properties in Village 5 and Village 6 are hereby changed from Regional Commercial (RC) and Office Warehouse (OW) to Planned Community – Mixed Use (PC).

The properties described and depicted in Exhibit A are hereby changed on the City's Zoning Map as follows:

Properties in Village 5 and Village 6 are hereby changed from Regional Commercial (RC) to Planned Community (PC).

City Staff is directed to update the City's official Zoning Map and Land Use Map accordingly.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    ii. post a complete copy of this ordinance in 3 public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 19th day of May, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A

Legal Descriptions and Map

EXHIBIT B

Approved Community Plan

EXHIBIT C
Rezoned Property

SARATOGA SPRINGS PLANNING

CITY COUNCIL
Staff Report

Preliminary Plat
Saratoga Springs Commercial Plat E
May 19, 2020
Public Meeting

Report Date:	May 19, 2020
Applicant:	Daniel Schmidt
Owner:	Westlake Partners and State of Utah
Location:	South of 1303 N Exchange Dr
Major Street Access:	Crossroads Blvd
Parcel Number(s) & Size:	58:032:0195; 2.01 acres and 58:032:0196; .8 acres
Land Use Designation:	Regional Commercial
Parcel Zoning:	RC
Adjacent Zoning:	Vacant
Current Use of Parcel:	Vacant
Adjacent Uses:	Commercial and agriculture
Previous Meetings:	Planning Commission, April 23, 2020
Previous Approvals:	Planning Commission Recommended Approval on April 23, 2020
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Gina Grandpre, Planner II

A. Executive Summary:

The proposed preliminary plat of Saratoga Springs Commercial Plat E contains one lot in the RC zone. The lot size is 2.01 acres and .8 acres will be dedicated as a public right of way as Exchange Drive. Open space is not required in a commercial subdivision plat but the site plan is required to have a minimum of 20 percent landscaping.

Recommendation:

Staff recommends the City Council conduct a public meeting on the preliminary plat, review and discuss the proposals, and select from the motions in Section H and I of this report. The Planning Commission forwards a positive recommendation regarding the preliminary plat. The City Council may approve, continue or deny the preliminary plat.

Gina Grandpre, Planner II
ggrandpre@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x185 • 801-766-9794 fax

B. **Background:** The subject property is located along south of Tractor Supply and fronting the proposed extension of Exchange Drive. The zoning and use of the property is Regional Commercial.

C. **Specific Request:** The applicant is requesting preliminary plat approval of a one-lot commercial subdivision in the RC zone. The size of lot will be 2.01 acres, and .8 acres will be dedicated as Exchange Drive, a public right of way. The proposed lot complies with the underlying zones as outlined in Section G of this report.

D. **Process:** Code Section 19.13.04 outlines the process for preliminary plats and requires a Planning Commission recommendation followed by a final decision from the City Council.

E. **Community Review:** Preliminary plats do not require a public hearing and newspaper and mailed notices are not required. The agenda is posted on the City webpage, posted in the City building, and available at www.utah.gov/pmn. As of the date of this report no public input has been received regarding the proposed preliminary plat.

F. **General Plan:** The land use map of the general plan designates the subject property as Regional Commercial which is described as follows:

Regional Commercial	These areas generally should include variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. They should include special urban improvements to make rich and enjoyable public spaces. To promote foot traffic, these areas should be compact and include a safe pedestrian environment and access to a multi-modal transportation network.

Staff conclusion: *The proposed subdivision will allow for development that is consistent with the General Plan. The proposed lots comply with code as outlined below.*

G. **Code Criteria:**
The attached planning review checklist is for the proposed preliminary plat which meets all code requirements as indicated in the checklist and summarized below.

- 19.04, Land Use Zones – **complies**
- 19.05, Supplemental Regulations – **complies**
- 19.06, Landscaping and Fencing – **complies**
- 19.09, Off-street Parking – **complies**
- 19.11, Lighting – **complies**. City standard street lights will be used for the proposed street. Site plan lighting will be reviewed at the time of submittal.
- 19.12, Subdivisions – **complies**
- 19.13, Process – **complies**
- 19.14, Site Plans – not applicable to preliminary plat
- 19.15, Conditional Use Permit – not applicable to preliminary plat
- 19.16, Site and Architectural Design Standards – not applicable to preliminary plat
- 19.18, Signs – not applicable to preliminary plat

H. Planning Commission Recommendation:

The Planning Commission recommended the City Council conduct a public meeting, discuss the application, and approve the proposed preliminary plat of Saratoga Springs Commercial Plat E. The following discussion was held on April 23, 2020 during Planning Commission meeting:

> *3. Business Item: Preliminary Plat for Saratoga Springs Commercial Plat E located west of 1303 N. Exchange Drive. Daniel Schmidt, WPI as applicant.*
>
> *Planner II Gina Grandpre presented the item. The proposed preliminary plat of Saratoga Springs Commercial Plat E contains one lot in the Regional Commercial zone. The lot size is 2.01 acres and .8 acres will be dedicated as a public right of way as Exchange Drive. Open space is not required in a commercial subdivision plat but the site plan is required to have a minimum of 20 percent landscaping. Daniel Schmidt was present as applicant. Planning Director Dave Stroud advised that it is up to the State DABC to determine compliance and so Planning Commission will not see the site plan.*
>
> *Commissioner Kilgore*
> - *Received confirmation from the applicant that they would comply with all conditions.*
>
> *Commissioner Barton*
> - *Inquired how street names are determined, more particularly regarding Exchange Drive. Planning Director Dave Stroud advised that Exchange Dr. was already an established street name which will continue.*
>
> *Motion made by Commissioner Barton that the Planning Commission forward a recommendation of approval to the City Council regarding the preliminary plat of Saratoga Springs Commercial Plat E, located south of Crossroads Blvd, west of Exchange Drive based upon the Findings and Conditions in the Staff Report. Seconded by Commissioner Anderson.*
>
> *Aye: Bryce Anderson, Audrey Barton, Troy Cunningham, Ken Kilgore, Reed Ryan, Josh Wagstaff. Motion passed 6 - 0.*

I. City Council Motion – approval

"I move to **approve** the preliminary plat of Saratoga Springs Commercial Plat E, located south of Crossroads Blvd, west of Exchange Drive based upon the Findings and Conditions in this Staff Report:"

Findings

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

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Staff report.
2. The Preliminary Plat is recommended for approval as shown in the attachment to the Staff report.
3. All other Code requirements shall be met.
4. Any other conditions or changes as articulated by the Planning Commission: _____.

Option 1 – Continuance

The City Council may choose to continue the item. "I move to **continue** the Saratoga Springs Commercial Plat E preliminary plat to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 2 – Denial

The City Council may also choose to deny the preliminary plat. "I move to **deny** the preliminary plat application of Saratoga Springs Commercial Plat E, based on the following findings:"

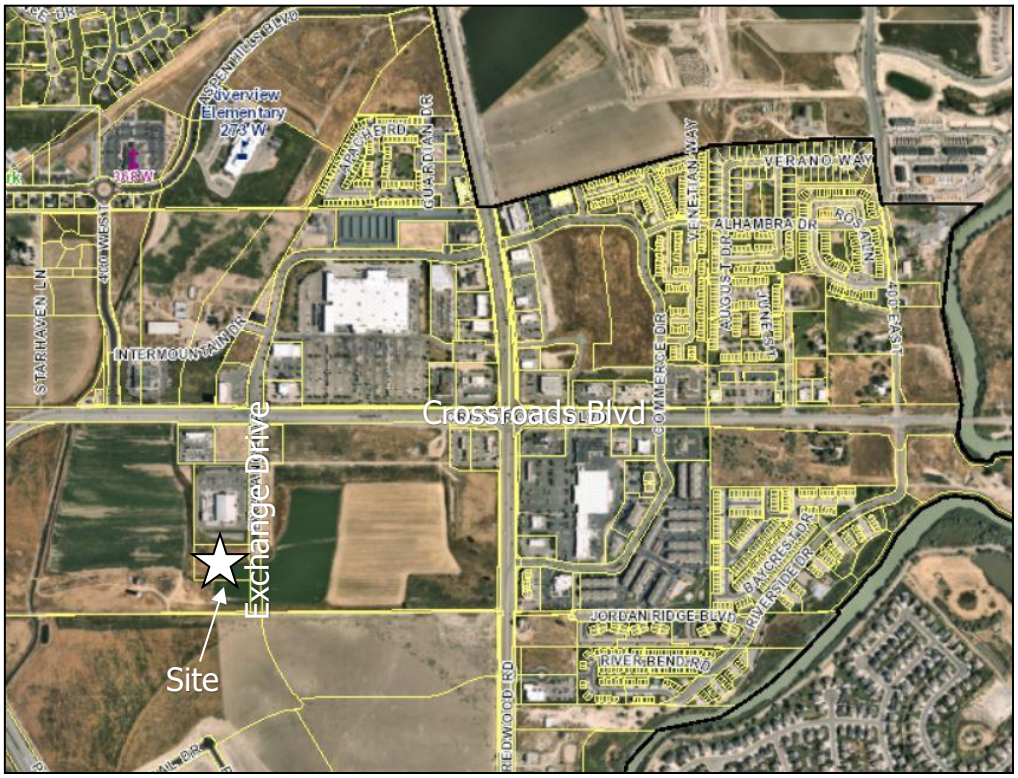
3. The proposed use is not consistent with Section 19.12 of the Code, as articulated by the City Council: _____.

J. Exhibits:

1. Location & Zone Map
2. Planning Review Checklist
3. Preliminary Plat
4. Engineer's Staff Report

Exhibit 1: Location Map

Location Map



Zoning Map

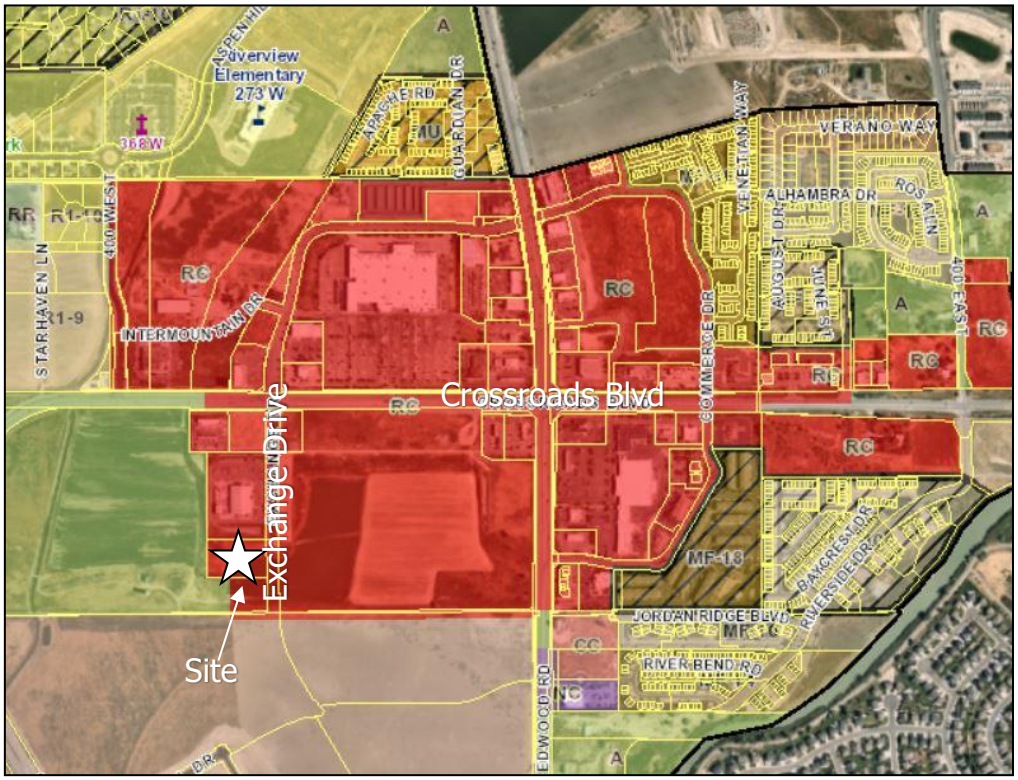


Exhibit 2: Planning Review Checklist

CITY OF SARATOGA SPRINGS

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	2/27/2020
Date of Review:	**3/31/2020**
Project Name:	Saratoga Springs Plat E
Project Request / Type:	Prelim/Final Plats
Meeting Type:	N/A
Applicant:	Daniel Schmidt
Owner:	State of Utah and Westlake Partners LLC
Location:	Exchange Drive
Major Street Access:	West of 1303 N Exchange Drive
Parcel Number(s) and size:	58:032:0195/2.01 acres
Land Use Designation:	Regional Commercial
Parcel Zoning:	Regional Commercial
Adjacent Zoning:	North Regional Commercial; West –Agricultural South –Agricultural and Regional Commercial
Current Use:	Vacant land
Adjacent Uses:	North – Regional Commercial (Tractor Supply), east, west, and south is vacant land.
Previous Meetings:	Subdivision Exception (July 30, 2019); City Council – Rezone Public Hearing (October 1st and 15th, 2019); Planning Commission – Site Plan (Submitted on October 31, 2019, PC approval - TBD)
Previous Approvals:	Rezone & Development Agreement (October 15, 2019
Type of Action:	Administrative
Land Use Authority:	Planning Director
Future Routing:	Planning Commission and City Council for Preliminary Plat
Planner:	Gina Grandpre, Planner II

Section 19.13 – Application Submittal

- Application Complete: **Yes.**
- Rezone Required: **No.**
- General Plan Amendment required: **No.**
- Additional Related Application(s) required: **No.**

Section 19.13.04 – Process

- DRC: January 14, 2020
- Neighborhood Meeting: N/A

- PC: N/A
- CC: N/A

General Review

Building Department

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

Fire Department

- 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.
  - All drive isles shall have 26' of unobstructed drive widths, or at the lesser 20' with all curbing being signed as Fire Lanes / No parking throughout by the developer.
  - FDC connections if required shall be in a location that meets the best access requirement and approval of the Fire Chief.
  - No point of any building shall not be within 150' of an approved fire access road unless fire sprinkled.
  - All FDC connections shall have Knox Locks supplied by the builder and installed by SSF&R. Knox Box shall be located in an agreed upon location by the Fire Chief and located 5'6" off the finished grade.
  - Sprinkler and alarm systems plans are to be submitted to West Coast Code Consulting, 9131 So. Monroe Plaza Way, Ste. A, Sandy, UT 84070.
  - Plans can be submitted electronically to permitdeskutah@wc-3.com, Attn: Scott Adams, Office number is 355-237-3722.

GIS / Addressing

- **See redlines for comments**

Additional Recommendations:

- **See redlines for comments**

Code Review

- 19.04, Land Use Zones
  - Zone: RC
  - Use: Commercial

○

19.04.01 Requirements		Regional Commercial	
Category To Be Reviewed	**Regulation**	**Determination**	**How**
Development Size (Minimum)	N/A		
Lot Size (Minimum)	30,000 sq. ft.	**Complies**	*The lot size is 87,555.6 sq. ft.*
Front/Corner Side Setback (Minimum)	10’	**Complies**	*The proposed plat indicates this setback.*
Interior Side Setback (Minimum)	10’	**Complies**	*The proposed plat indicates this setback.*
Rear Setback (Minimum)	30’	**Complies**	*The proposed plat indicates this setback.*
Building Separation (Minimum)	N/A		
Lot Width (Minimum)	N/A		
Lot Frontage (Minimum)	N/A		
Building Height (Maximum)	50’	**Complies**	*The proposed building height meets this requirement. See Site Plan)*
Lot coverage (Maximum)	50%	**Complies**	*The proposed Lot coverage is 5% (See Site Plan)*
Building Size (Minimum)	1,000 sq. ft.	**Complies**	*The proposed Building will be 4,582 (See Site Plan)*
Building Size (Maximum)	N/A		

Don’t Forget to check the exceptions and * at the bottom of the table**

- Footprint Development:
- Open Space and Landscaping Requirements: **See Site Plan Redlines** **Corrected**
- Setback Exceptions: N/A
- Density: .5 units/acre
- Open Space and Landscaping Requirements: Landscaping requirement is 39,775 sq. ft. Open Space requirement: 0%.

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: Buildings intended for human occupancy shall be constructed at least one foot above the base flood elevation.	**Complies.**	*Subdivision is in Flood Plain X. See note 13 on the proposed plat.*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	*Proposed improvement plans show connection.*
Transportation Master Plan: Lots shall not interfere with the Transportation Master Plan.	**Complies.**	*The proposed plat meets the Transportation Master Plan.*
Property Access - All lots shall abut a dedicated public or private road.	**Complies.**	*The proposed subdivision includes public right of way improvements for access to the property.*

Landscape Amount			
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Total Square Footage	87,556		
Required Landscaping	17,511	**Complies**	*See proposed Site Plan*

Required Deciduous Trees	7	**Complies**	*See proposed Site Plan*
Required Evergreen Trees	5	**Complies**	*See proposed Site Plan*
Required Shrubs	25	**Complies**	*See proposed Site Plan*
Drought Tolerant Plants	19	**Complies**	*See proposed Site Plan*

19.09 Off Street Parking		
General Provisions		
Regulation	**Compliance**	**Findings**
See Proposed Site Plan		
	Item.	

19.11 Lighting
See Proposed Site Plan

19.12 Subdivision		
Preliminary Plat Requirements		
Regulation	**Compliance**	**Findings**
Standard Plat Format followed.	**Complies.**	*Redlines have been addressed.*
Name and address of property owner and developer.	**Complies.**	*The proposed plat complies.*
Name of land surveyor.	**Complies.**	*The proposed plat complies.*
The location of proposed subdivision with respect to surrounding property and street.	**Complies.**	*The proposed plat complies.*
The name of all adjoining property owners of record, or names of adjoining developments.	**Complies.**	*See Redlined comments.*
The names and location of ROW widths of adjoining streets and all facilities within 100 feet of the platted property.	**Complies.**	*The proposed plat complies.*
Street and road layout with centerline bearing and distance labels, dimensions, and names of existing and future streets and roads, (with all new names cleared through the City GIS Department).	**Can Comply.**	*See GIS Comments.*
Subdivision name cleared with Utah County	**Complies**	*The proposed plat complies.*
North arrow.	**Complies.**	*The proposed plat complies.*
A tie to a permanent survey monument at a section corner.	**Complies.**	*The proposed plat complies.*
The boundary lines of the project with bearings and distances and a legal description.	**Complies.**	*The proposed plat complies.*
Layout and dimensions of proposed lots with lot area in square feet.	**Complies.**	*The proposed plat complies.*
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	**Complies.**	*The proposed plat complies.*
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	**Complies.**	*The proposed plat complies.*
Proposed road cross sections	**Complies.**	*The proposed plat complies.*
Proposed fencing.	**Complies.**	*The proposed plat complies.*
Vicinity map	**Complies.**	*The proposed plat complies.*
All required signature blocks are on the plat.	**Complies.**	*The proposed plat complies.*
Prepared by a professional engineer licensed in Utah.	**Complies.**	*The proposed plat complies.*
Proposed methods for the protection or preservation of sensitive lands.	**Complies.**	*The proposed plat complies.*
Location of any flood plains, wetlands, and other sensitive lands.	**Complies.**	*The proposed plat complies.*
Location of 100-year high water marks of all lakes, rivers, and streams.	**Complies.**	*The proposed plat complies.*
Projected Established Grade of all building lots.	**Complies.**	*The proposed plat complies.*
A data table.	**Complies.**	*See Redlines for Corrections.*

1. total project area; 2. total number of lots, dwellings, and buildings; 3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; 4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; 5. percentage of buildable land; 6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; 7. area and percentage of open space or landscaping; 8. area to be dedicated as right-of-way (public and private); 9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).		
Phasing Plan: Including a data table with the following Information for each phase: Subtotal area in square feet and acres; ii. number of lots or dwelling units; iii. open space area and percentage; iv. utility phasing plan; v. number of parking spaces; vi. recreational facilities to be provided; vii. overall plan showing existing, proposed, and remaining phases.	**N/A.**	
Final Plat Requirements		
Subdivision name and location.	**Complies.**	*See Redline Comments for additional corrections on Title. Corrected*
Standard Plat Format followed.	**Complies.**	
Name and address of property owner and developer.	**Complies.**	*The proposed plat complies.*
Name of land surveyor.	**Complies.**	*The proposed plat complies.*
The location of proposed subdivision with respect to surrounding property and street.	**Complies.**	*The proposed plat complies.*
The name of all adjoining property owners of record, or names of adjoining developments.	**Complies.**	*See Redline Comments Corrected*
The names and location of ROW widths of adjoining streets and all facilities within 100 feet of the platted property.	**Complies.**	*The proposed plat complies.*
North arrow.	**Complies.**	*The proposed plat complies.*
A tie to a permanent survey monument at a section corner.	**Complies.**	*The proposed plat complies.*
The boundary lines of the project with bearings and distances and a legal description with total project area in SF and acres.	**Complies.**	*The proposed plat complies.*
Layout and dimensions of proposed lots with lot area in square feet and acres. Lot boundaries shall include dimensions and bearings.	**Complies.**	*The proposed plat complies.*
Lot Numbers.	**Complies.**	*See Redline Comments Corrected*
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	**Complies.**	*The proposed plat complies.*
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	**Complies.**	*The proposed plat complies.*
Proposed road ROW widths.	**Complies.**	*The proposed plat complies.*
Vicinity map.	**Complies.**	*The proposed plat complies.*
All required signature blocks are on the plat.	**Complies.**	*The proposed plat complies.*
Prepared by a professional engineer licensed in Utah.	**Complies.**	*The proposed plat complies.*
Proposed methods for the protection or preservation of sensitive lands.	**Complies.**	*The proposed plat complies.*
Fencing plans.	**Complies.**	*See Site Plan*
Location of any flood plains, wetlands, and other sensitive lands.	**Complies.**	*The proposed plat complies.*

Flood plain boundaries as indicated by the Federal Emergency Management Agency as well as the location of 100-year high water marks of all lakes, rivers, and streams.	**Complies.**	*The proposed plat complies.*
Existing and Proposed easements.	**Complies.**	*The proposed plat complies.*
Street monument locations.	**Complies.**	*The proposed plat complies.*
Lot and road addresses and addresses for each intersection. Road names shall be approved by the City GIS department before being added to the subdivision plat.	**Can Comply.**	*See GIS Comments.*
A data table. 1. total project area; 2. total number of lots, dwellings, and buildings; 3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; 4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; 5. percentage of buildable land; 6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; 7. area and percentage of open space or landscaping; 8. area to be dedicated as right-of-way (public and private); 9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).	**Complies.**	*See Redlines for Corrections.* *Corrected*
Phasing Plan: Including a data table with the following Information for each phase: Subtotal area in square feet and acres; ii. number of lots or dwelling units; iii. open space area and percentage; iv. utility phasing plan; v. number of parking spaces; vi. recreational facilities to be provided; vii. overall plan showing existing, proposed, and remaining phases.	**N/A.**	
Subdivision Layout		
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	**Complies.**	*The proposed plat complies.*
Block Length: The maximum length of blocks shall be 1,000 feet. In blocks over 800 feet in length, a dedicated public walkway through the block at approximately the center of the block will be required.	**Complies.**	*The proposed plat complies.*
Such a walkway shall not be less than fifteen feet in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	**Complies.**	*The proposed plat complies.*
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	**Complies.**	*The proposed plat complies.*
Mailboxes: Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.	**Complies.**	*The proposed plat complies.*
Private Roads: Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	**Complies.**	*The proposed plat complies.*
Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways	**Complies.**	*The proposed plat complies.*

shall not be placed on the intersecting road within 100' of the arterial connection.		
Two separate means of vehicular access onto a collector or arterial road shall be required when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed fifty. **Access Exception:** Where no point of second access is available within five hundred feet (500'), and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.	**Complies.**	*The proposed plat complies.*
Where two means of access are required, the points of access shall be placed a minimum of 500 feet apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way.	**Complies.**	*The proposed plat complies.*
Shared Driveways: Shared driveways shall be a minimum of twenty-six feet in width and shall direct all runoff to a public or pricated drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of twenty feet of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of twenty feet of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.	**N/A.**	
Lot Design		
All subdivisions shall result in the creation of lots that are developable and capable of being built upon.	**Complies.**	*The proposed plat complies.*
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	**Complies.**	*The proposed plat complies.*
Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria: i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots; ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.	**Complies.**	*The proposed plat complies.*
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way.	**Complies.**	*The proposed plat complies.*
Side property lines shall be at approximately right angles to the street line or radial to the street line.	**Complies.**	*The proposed plat complies.*
Corner lots for residential use shall be ten percent larger than the required minimum lot.	**Complies.**	*The proposed plat complies.*
No lot shall be created that is divided by a municipal or county boundary line.	**Complies.**	*The proposed plat complies.*
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the City Council.	**Complies.**	*The proposed plat complies.*
Double access lots are not permitted with the exception of corner lots.	**Complies.**	*The proposed plat complies.*
Driveways for residential lots or parcels shall not be allowed to have access on major arterials.	**N/A.**	

Exception: Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150 feet from the arterial roadway. Approval by UDOT may be required.		
All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.	**Complies.**	*The proposed plat complies.*

19.13 Process	
Regulation	**Findings**
Neighborhood Meeting.	*N/A*
Notice / Land Use Authority.	*Planning Director*
Master Development Agreement.	*Development Agreement See CC Approval on October 15, 2019.*
Phasing Improvements.	*N/A*
Payment of Lieu of Open Space.	*N/A*

19.14 Site Plan Review
Site Plan submitted on October 31, 2019; Pending approval

19.16 Site and Architectural Design Standards
See Site Plan submitted on October 31, 2019; Pending approval

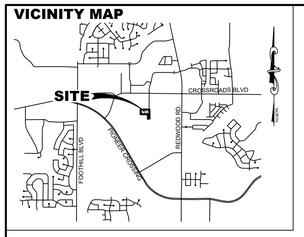
Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*None*
What is the anticipated cost to the City?	*Exchange Drive is a public right of way*
When will City maintenance begin?	*Upon improvement completion and approval.*

Exhibit 3: Preliminary Plat
Red cloud circles are addressed responses from first review.

SARATOGA SPRINGS COMMERCIAL PLAT E

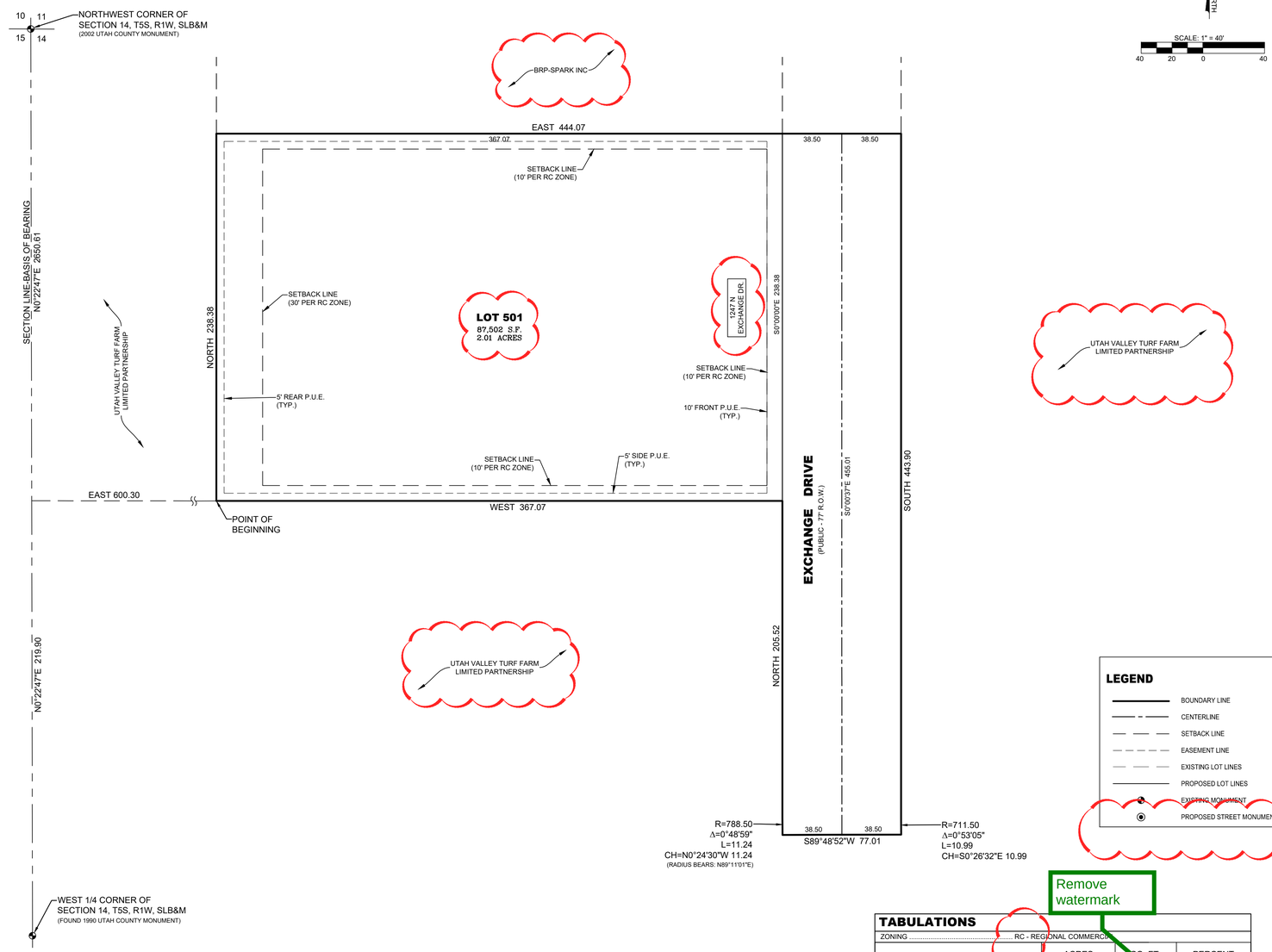
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, T5S, R1W SLB&M SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

VICINITY MAP



NOTES

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20 __.
2. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3. THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
4. PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO_____." WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6. ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
7. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
8. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
9. LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BY LAWS, ARTICLES OF INCORPORATION AND CC&RS.
10. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY IGES PROJECT NO. 01973-003 DATED AUGUST 24, 2015 , WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT .
11. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
12. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
13. THE BENCHMARK FOR THE TOPOGRAPHIC INFORMATION PROVIDED HEREON IS THE FOUND 2008 UTAH COUNTY MONUMENT AT THE EAST ¼ CORNER OF SECTION 26 WITH AN ELEVATION OF 4,513.92 FEET.
14. AREA SHOWN HEREON FALLS WITHIN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE OF 500 YEAR FLOOD PLAIN) AS PER FIRM MAP NO. 4902500115A WITH AN EFFECTIVE DATE OF JULY 17, 2002.
15. A TITLE REPORT PREPARED BY _____ TITLE COMPANY, ORDER NO. _____ EFFECTIVE DATE: _____, 20__ WAS USED IN THE PREPARATION OF THIS PLAT AND LEI CONSULTING ENGINEERS AND SURVEYORS, INC. IS ENTITLED TO RELY ON THE ACCURACY OF THIS REPORT, AND IS NOT LIABLE FOR ERRORS AND OMISSIONS BASED ON THE RELIANCE OF SAID TITLE REPORT. ALL EASEMENTS OF RECORD SHOWN HEREON ARE REFERENCED FROM SAID REPORT.
16. ALL PRIVATE ROADWAYS ARE PERPETUAL UTILITY EASEMENTS (CITY) FOR DRINKING WATER, SECONDARY WATER, AND SANITARY SEWER.
17. NO ACCESS PERMITTED ON LOTS ADJACENT TO COLLECTOR ROADS, ALL LOTS TO ACCESS FROM INTERIOR ROADS. LOTS ARE MARKED N/A FOR "NO ACCESS".
18. PROPERTY IS LOCATED WITHIN FIRM MAP NO. 4955170115B, ZONE X.



LEGEND

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT

Remove watermark

TABULATIONS

ZONING ..... RC - REGIONAL COMMERCIAL

	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	2.81	122,538	100%
LOT AREA	2.01	87502	71.4%
OPEN SPACE	0.00	0	0%
RIGHT-OF-WAY AREA	0.80	35,036	28.6%
PARK STRIP LANDSCAPE AREA	0.19	8,190	6.7%
HARDSCAPE AREA	0.62	26,846	21.9%
BUILDABLE LAND	2.81	122,538	100%
SENSITIVE LANDS	0.00	0	0%
NON-SENSITIVE LANDS	2.81	122,538	100%

LEI
- An Utah S Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.0558
office@lei-eng.com
www.lei-eng.com

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE, CERTIFICATE NO. 501182, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54-8A-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14 TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED N0°22'47"E 219.90 FEET ALONG THE QUARTER SECTION LINE AND EAST 600.30 FEET FROM THE WEST 1/4 CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN; THENCE NORTH 238.38 FEET; THENCE EAST 444.07 FEET; THENCE SOUTH 443.90 FEET; THENCE ALONG THE ARC OF A 711.50 FOOT RADIUS CURVE TO THE LEFT 10.99 FEET THROUGH A CENTRAL ANGLE OF 0°53'05" (CHORD: S0°26'32"E 10.99 FEET); THENCE S89°48'52"W 77.01 FEET; THENCE ALONG THE ARC OF A 788.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N89°11'01"E) 11.24 FEET THROUGH A CENTRAL ANGLE OF 0°48'59" (CHORD: N0°24'30"E 11.24 FEET); THENCE NORTH 205.52 FEET; THENCE WEST 367.07 FEET TO THE POINT OF BEGINNING.

CONTAINS ±2.81 ACRES
122,538 SQ. FT.

OF LOTS: 1

DATE

SURVEYOR'S NAME
(See Seal Below)

LICENSE NO. 501182

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AND RIGHTS-OF-WAY, TO BE HEREAFTER KNOWN AS:

SARATOGA SPRINGS COMMERCIAL PLAT E

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCELS, LOTS, STREETS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE OWNER(S) AND ALL AGENTS, SUCCESSORS AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET, EASEMENT OR RIGHT-OF-WAY THAT WILL INTERFERE WITH CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET OR UTILITIES. THE OWNER(S) AND ALL AGENTS, SUCCESSORS AND ASSIGNS ASSUME ALL LIABILITY WITH RESPECT TO THE CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THE SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION BY THE OWNERS AND ALL AGENTS, SUCCESSORS, AND ASSIGNS.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET ____ THIS _____ DAY OF ____, A.D. 20____.

SIGNATURE	PRINT NAME	TITLE & ENTITY
SIGNATURE	PRINT NAME	TITLE & ENTITY

OWNERS ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THIS ____ DAY OF _____, A.D. 20__ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).

I CERTIFY UNDEER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF UTAH TAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

APPROVAL OF LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS_____DAY OF_____, A.D. 20__.

CITY MAYOR

ATTEST_____
CLERK-RECORDER
(See Seal Below)

SARATOGA SPRINGS COMMERCIAL PLAT E

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN THE UTAH CODE SECTION 10-9A-603(4)(C)(ii). THE FOLLOWING NOTES ARE NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DO NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES.

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27A-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT EFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   a. A RECORDED EASEMENT OR RIGHT-OF-WAY
   b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   c. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   d. ANY OTHER PROVISION OF LAW

APPROVED THIS _____ DAY OF _____, A.D. 20___.

ROCKY MOUNTAIN POWER

DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY QUESTAR CORPORATION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY QUESTAR CORPORATION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY QUESTAR CORPORATION'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

APPROVED THIS _____ DAY OF _____, A.D. 20___.

BY- _____

DOMINION ENERGY QUESTAR CORP. TITLE-

PUBLIC WORKS DIRECTOR

APPROVED BY THE PUBLIC WORKS DIRECTOR ON THIS _____ DAY OF _____, A.D. 20___.

PUBLIC WORKS DIRECTOR

CENTURY LINK

APPROVED THIS _____ DAY OF _____, A.D. 20___.

CENTURY LINK

COMCAST CABLE TELEVISION

APPROVED THIS _____ DAY OF _____, A.D. 20___.

COMCAST CABLE TELEVISION

PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON THIS _____ DAY OF _____, A.D. 20___.

PLANNING DIRECTOR

CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. 20___.

CITY ENGINEER

LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS _____ DAY OF _____, A.D. 20___.

LAND USE AUTHORITY

FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 20___.

CITY FIRE CHIEF

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____, A.D. 20___.

SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20___.

LEHI CITY POST OFFICE REPRESENTATIVE

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH CHAD A. POULSEN No. 501182 10/03/18 PROFESSIONAL LAND SURVEYOR			

Exhibit 4: Engineer's Staff Report

Staff Report

Author: Gordon Miner, City Engineer
Subject: Saratoga Springs Commercial Plat E
Date: May 19, 2020
Type of Item: Final Plat Approval

SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted a Site Plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Daniel Schmidt*
Request:	*Site Plan Approval*
Location:	*South of 1303 Exchange Dr*
Acreage:	*2.81 acres*

C. Recommendation: Staff recommends the approval of Site Plan subject to the following conditions:

1. Ongoing review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.

2. Provide a Storm Water Pollution Prevention Plan (SWPPP) following the State template prior to the pre-construction meeting.

3. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.

4. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

5. Provide easements for non-City-utility crossings of the street.

6. Provide easements for all off-site utilities not located in the public right-of-way.

7. Developer is required to ensure that there are no adverse effects to adjacent land due to the grading practices employed during construction of this plat.

8. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

9. Submittal of an electronic version of the as-built drawings in pdf format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.

10. Developer shall bury the power lines less than 46 kV that are within this plat.

11. 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 approval 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.

12. Reimbursement Agreement must approved by City Council for master planned projects before acceptance of the construction plans.

City Council Staff Report

Author: Gordon Miner, City Engineer
Subject: Revisions to the City's Std. Technical Specifications and Drawings
Date: May 19, 2020
Type of Item: Legislative Action

CITY OF SARATOGA SPRINGS

A. Summary: The Engineering Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, to remove inconsistencies, to reflect new "best practices" in Engineering, and to address changes in the community's needs, with the goal of adopting revisions every so often to keep the Standard Technical Specifications and Drawings current.

B. Funding Source: Not applicable.

C. Review: The proposed revisions have been reviewed by staff and it have been found to be acceptable and in legal form. The Planning Commission forwarded a positive recommendation.

D. Recommendation and Alternatives: Staff recommends that the City Council adopt the proposed revisions, with the following proposed motion:

<u>Adoption</u>

"I move to adopt these proposed revisions to the City's Standard Technical Specifications and Drawings."

<u>Adoption with Modifications</u>

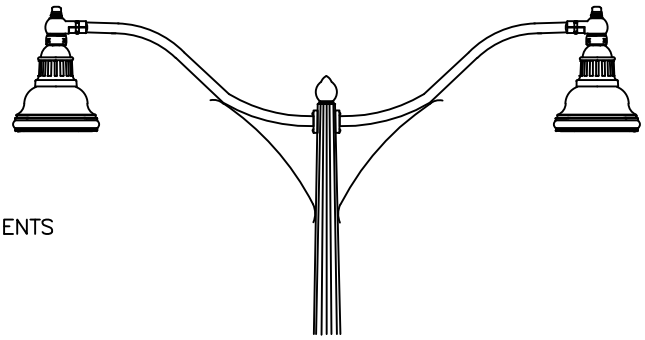
"I move to adopt these proposed revisions to the City's Standard Technical Specifications and Drawings with the following modifications:"

<u>Denial</u>

"I move to keep the City's Standard Technical Specifications and Drawings unchanged."

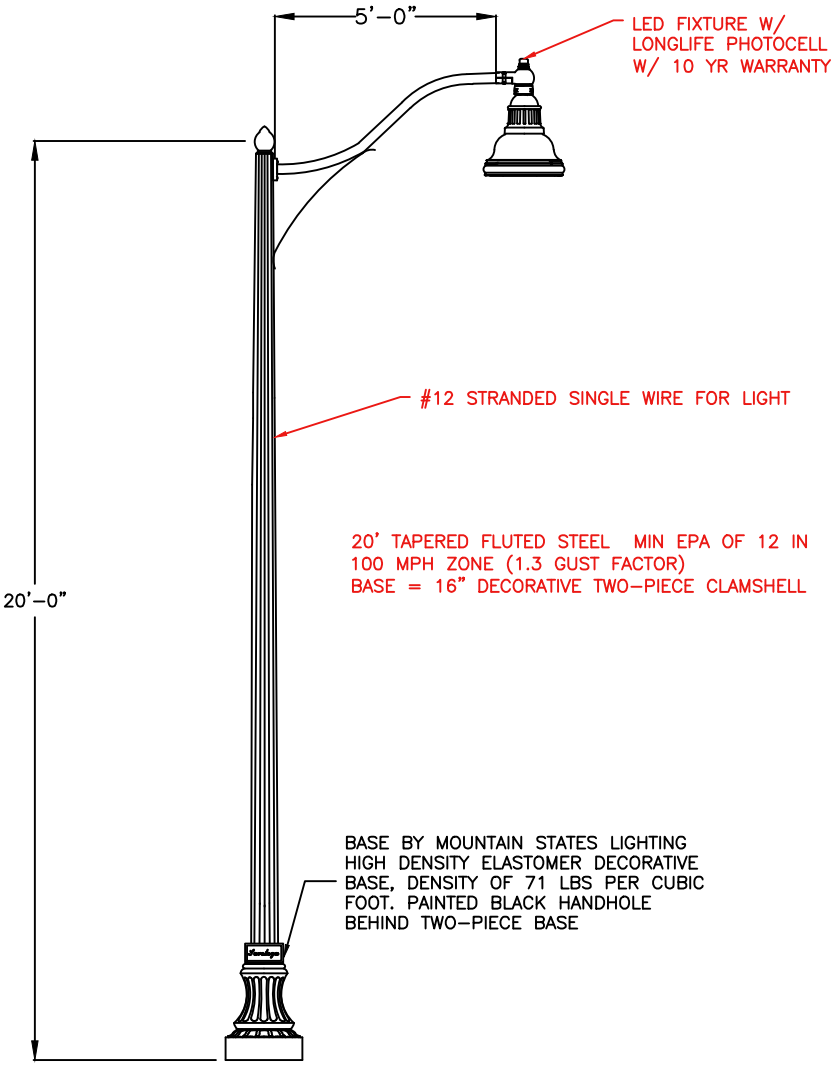
E. Attachments:

1. Proposed revisions to the City's Standard Technical Specifications and Drawings.

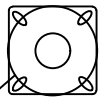


SEE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS

SHOWN WITH DOUBLE FIXTURE



4 BOLTS AT 90 DEGREES 3/4" DIA x 18" LONG x 3" HOOK BOLTS TO HAVE A 3.5" PROJECTION OUT OF THE CONCRETE. BOLTS TO GE GALVANIZED



ANCHOR BASE DETAIL 12" BOLT CIRCLE 7/8" x 1" HOLES TO ACCOMMODATE UP TO 3/4" DIA BOLT

ANCHOR BASE

FINISH: BLACK

20' COLLECTOR STREET LIGHT

DATE:	AUGUST 2017
DRAWING NAME:	LP-2A
DRAWN BY:	ETL
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	ADDED CALLOUTS AND NOTES

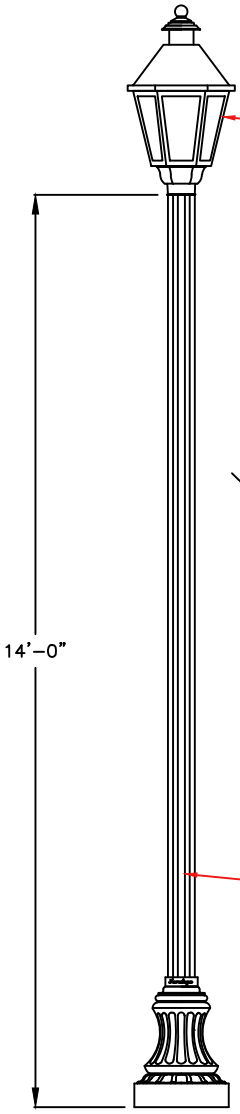
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

STREET LIGHTS

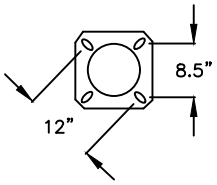
LP-2A



LED FIXTURE W/
LONGLIFE PHOTOCELL
W/ 10 YR WARRANTY

POLE SPECIFICATIONS:

POLE HEIGHT: 14' EXTRUDED ALUMINUM TOTAL
POLE: 5" O.D. THICKNESS: .250"
EPA: MIN 20 IN 80 MPH ZONE (1.3 GUST FACTOR)
BASE = 16" DECORATIVE TWO–PIECE CLAMSHELL



ANCHOR BASE DETAIL
12" BOLT CIRCLE
ANCHOR BOLTS: 3/4" x 18"
4 BOLTS AT 90° $\frac{3}{4}$" DIA. X 18" LONG X 3" HOOK BOLTS TO HAVE A 3 $\frac{1}{2}$" PROJECTION OUT OF THE CONCRETE. BOLTS TO BE GE GALVANIZED.

#12 STRANDED SINGLE
WIRE FOR LIGHT

FINISH;
BLACK

14' LOCAL STREET LIGHT

DATE: AUGUST 2017	
DRAWING NAME: LP-1A	
DRAWN BY: ETL	
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	ADDED CALLOUTS AND EDITED/ADDED NOTES

SARATOGA SPRINGS CITY

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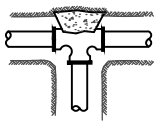
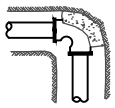
STANDARD DETAILS

STREET LIGHTS

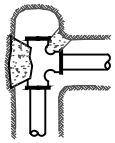
LP-1A



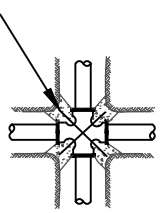
TEE



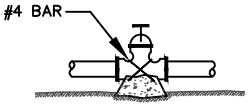
90° ELBOW



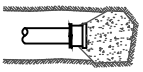
TEE WITH CAP



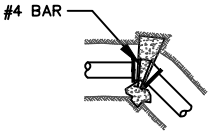
CROSS



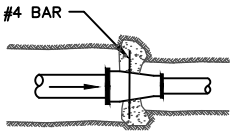
VALVE



CAP OR PLUG



ELBOW



REDUCER

SAFE BEARING LOADS

SOIL TYPE	SAFE BEARING LOAD (lb/ft²)
SAND	1000
SAND & GRAVEL	1500
SAND & GRAVEL CEMENTED WITH CLAY	2000
SHALE	5000

SAFE BEARING LOAD FORMULA

THRUST BLOCK AREA AGAINST TRENCH WALL (SQUARE FEET) = THRUST ON FITTING / SAFE BEARING LOAD OF SOIL

NOTES:

1. REINFORCING BARS REQUIRED FOR HANGING THRUST BLOCKS AND SHALL BE EPOXY COATED.

2. RESIDENT PROJECT ENGINEER WILL CALCULATE QUANTITIES OF CONCRETE REQ'D AND SPECIFY PLACEMENT METHODS & REQUIREMENTS; WHICH SHALL BE APPROVED BY CITY ENGINEER.

3. CONCRETE SHALL BE 4000 PSI MIN.

4. POUR CONCRETE AGAINST UNDISTURBED SOIL.

THRUST ON FITTINGS

POUNDS @ 1 POUND PER SQUARE INCH OF WATER PRESSURE*

PIPE SIZE	TEES/ PLUGS	90° BENDS	45° BENDS	22.5° BENDS
4"	18.5	26.1	14.2	7.2
6"	38	53.7	29.1	14.7
8"	65.8	93	50.4	25.5
10"	107.5	152	82.4	41.7
12"	153.1	216.4	117.2	59.4
14"	215.5	304.7	164.9	84
16"	281.5	398.1	215.4	109.8
18"	356.3	503.8	272.6	139
20"	439.8	622	336.6	171.6
24"	633.3	895.6	484.7	247.1

*MULTIPLY THRUST BY MAXIMUM WATER PRESSURE

*PIPE SIZES LARGER THAN 24" SHALL BE THRUST BLOCKED AS PER ENGINEER RECOMMENDATION

THRUST BLOCK AREA AGAINST TRENCH WALL (SQUARE FEET)

ASSUMING SAND AND MAX PRESSURE OF 150 PSI
SIZE MAY BE REDUCED WITH AN ENGINEERED SUBMITTAL AND AS APPROVED BY THE CITY ENGINEER

PIPE SIZE	TEES/ PLUGS	90° BENDS	45° BENDS	22.5° BENDS
4"	2.8	3.9	2.1	1.1
6"	5.7	8.1	4.4	2.2
8"	9.9	14.0	7.6	3.8
10"	16.1	22.8	12.4	6.3
12"	23.0	32.5	17.6	8.9
14"	32.3	45.7	24.7	12.6
16"	42.2	59.7	32.3	16.5
18"	53.4	75.6	40.9	20.9
20"	66.0	93.3	50.5	25.7
24"	95.0	134.3	72.7	37.1

CONCRETE THRUST BLOCKS

DATE: AUGUST 2017

DRAWING NAME: DW-2

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

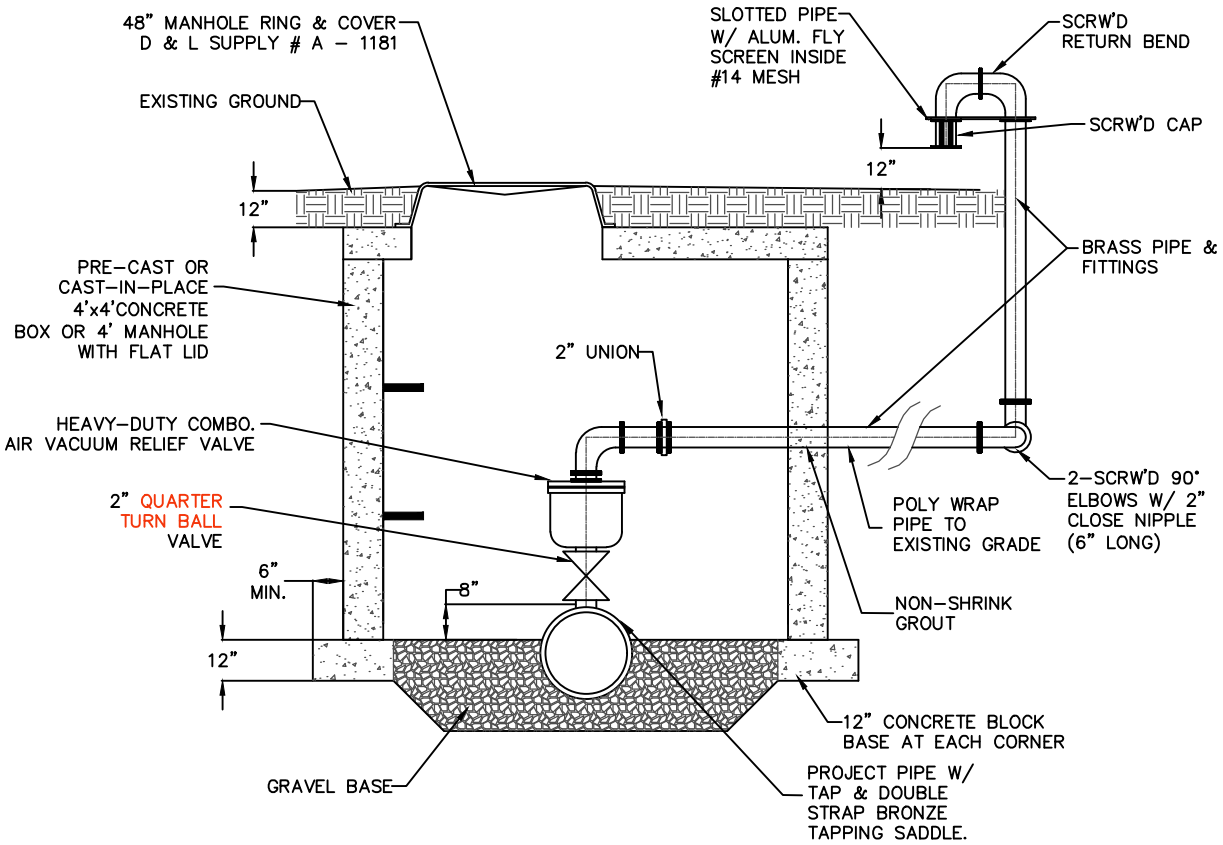
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

DRINKING WATER

DW-2



NOTE:

1. SIZE OF AIR–VACUUM RELIEF VALVE & PIPING SHALL BE AS DETERMINED BY PROJECT ENGINEER; AND APPROVED BY CITY ENGINEER.
2. LOCATE RISER IN LANDSCAPED AREA BEHIND CURB & GUTTER OR APPROX. 2 FT. FROM R/W LINE, AS DIRECTED BY CITY ENGINEER.
3. PROVIDE BOLLARDS OR OTHER PROTECTION FOR RISER IF AND AS DIRECTED BY CITY INSPECTOR.

AIR VACUUM RELIEF VALVE

DATE: AUGUST 2017

DRAWING NAME: DW-12

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTE

SARATOGA SPRINGS CITY

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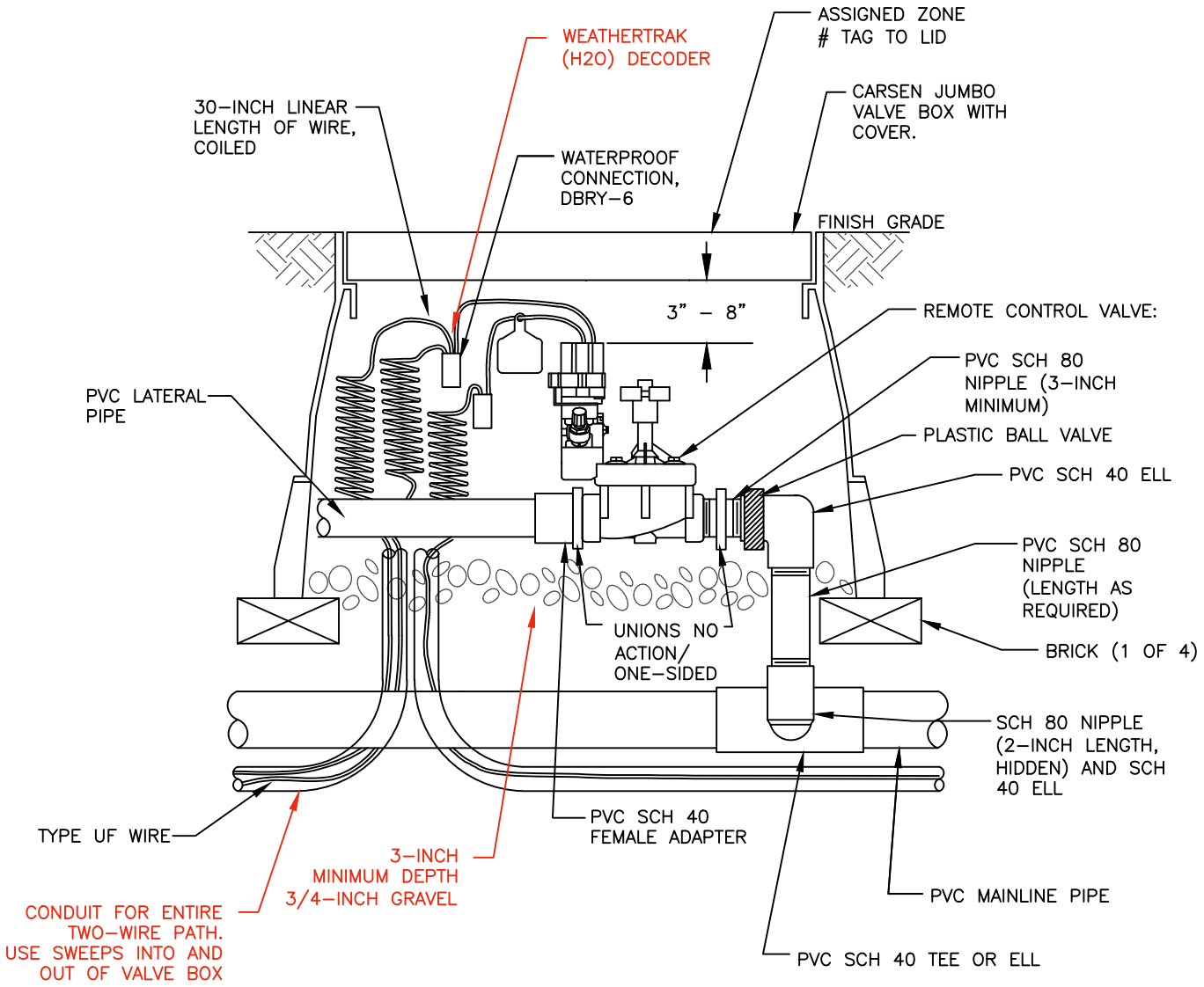
STANDARD DETAILS

DRINKING WATER

DW-12



NOTES:

1. NO MALE ADAPTORS.
2. 1 VALVE PER BOX.
3. PLACE 3 FEET OF EXTRA WIRE IN EVERY VALVE BOX FOR EASIER SERVICING

SPRINKLER SYSTEM REMOTE CONTROL VALVE

DATE: AUGUST 2017

DRAWING NAME: LS-3

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTES AND CALLOUTS

SARATOGA SPRINGS CITY

1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
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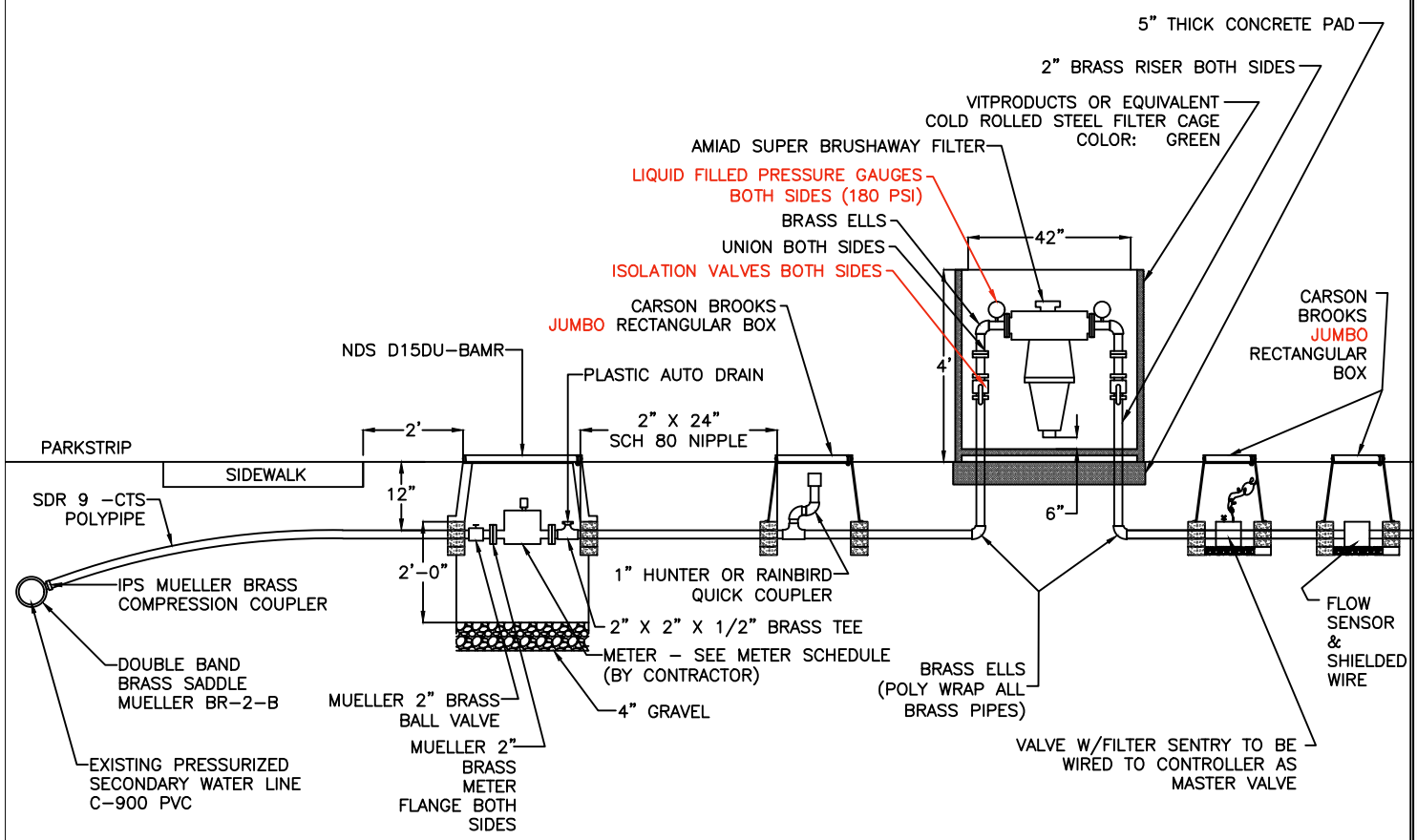
STANDARD DETAILS

LANDSCAPING

LS-3



PUBLIC PARKS & OPEN SPACE SECONDARY WATER CONNECTION (2" & SMALLER P.O.C.)

NOTES:

1. MINIMUM SURFACE RESTORATION SHALL BE 3" BITUMINOUS OVER 8" ROADBASE COMPACTED TO 95%. AT MAJOR STREETS, CITY ENGINEER WILL PROVIDE PAVEMENT DESIGN.

2. SERVICES MAY BE TUNNELED OR JETTED UNDER CURB AND GUTTER, DRIVEWAYS, OR SIDEWALKS. OTHER STRUCTURES SHALL BE OPEN CUT WITH SURFACE RESTORATION AT THE ENGINEERS DIRECTION.

3. IF TAPPING SADDLES ARE USED, METHOD OF SAWING/DRILLING TAP HOLES, TYPE OF SADDLE, PROCEDURES MUST BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

4. ALL PIPE AND FITTINGS UPSTREAM OF FILTER TO BE SCH 80 UNLESS SPECIFIED AS BRASS.

5. SCH 40 PIE AND FITTINGS ALLOWED DOWNSTREAM OF FILTER.

6. NO MALE ADAPTERS.

7. 18" BURY TO TOP OF PIPE.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA REQUIREMENTS)

9. ALL CONSTRUCTION SHALL MEET CURRENT SARATOGA SPRINGS CITY STANDARDS, SPECIFICATIONS, & ORDINANCES.

10. STAINLESS STEEL LINER INSERTS WILL BE REQUIRED INSIDE OF TUBING AT COMPRESSION FITTINGS.

11. ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.

12. SEE STANDARD FOR PRESSURIZED IRRIGATION SERVICE BOX, 2" PRESSURIZED IRRIGATION SERVICE, AND 4" PRESSURIZED IRRIGATION SERVICE.

13. SERVICE LATERAL SHALL SLOPE TOWARDS PRESSURIZED IRRIGATION MAIN.

14. SPRINKLER SLEEVE SHALL NOT BE IN LINE WITH ANY UTILITY BOXES.

15. SEE SERVICE DETAILS FOR BOX DESCRIPTIONS & TYPES

16. ALL PIPES TO BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE AND MARKING TAPE.

CONNECTION FOR PUBLIC PARKS & OPEN SPACE

DATE: AUGUST 2017

DRAWING NAME: PI-4

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

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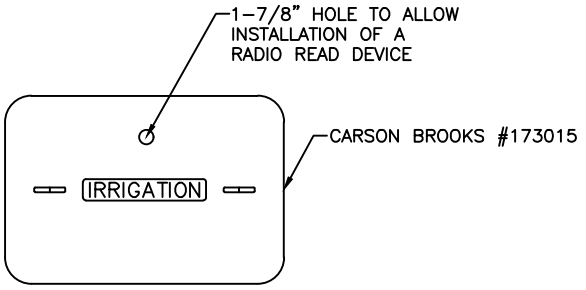
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

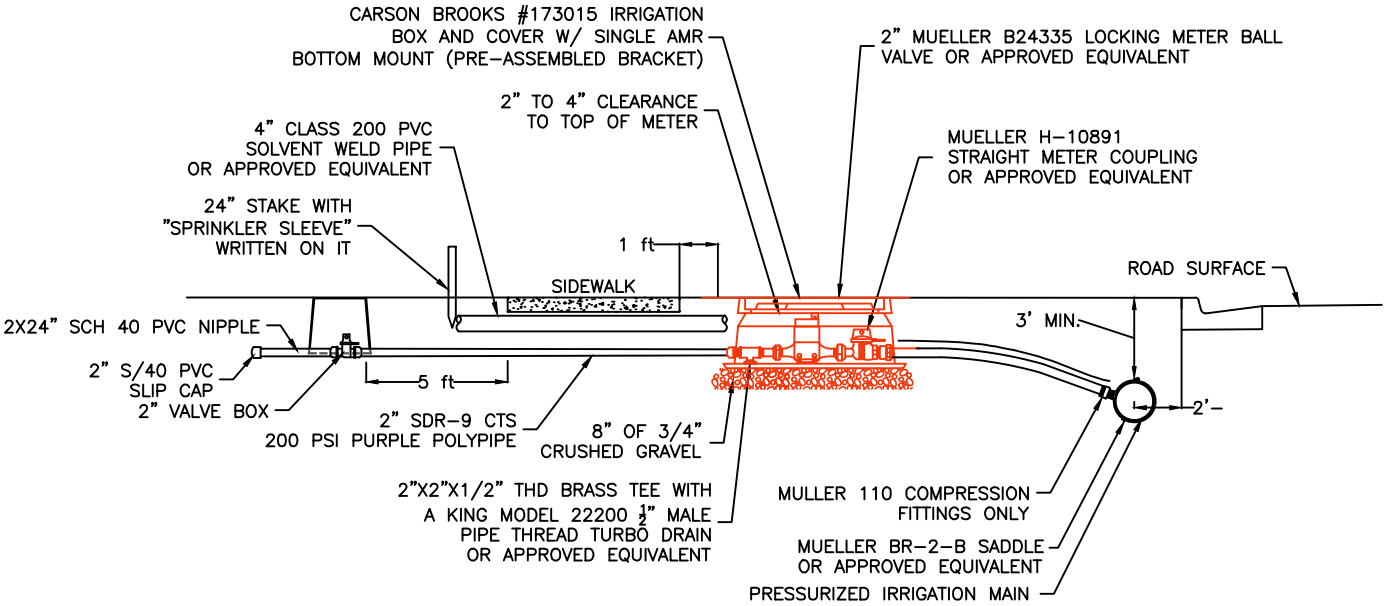
STANDARD DETAILS

PRESSURIZED IRR

PI-4



IRRIGATION BOX



SECTION

NOTES:

1. ADJUST ALL APPURTENCES TO AN EQUIVALENT $1\frac{1}{2}$" SIZE FOR $1\frac{1}{2}$" SERVICES.

2. SPRINKLER SLEEVE SHALL NOT BE IN LINE WITH ANY UTILITY BOXES.

3. ALL PIPES SHALL BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE AND MAGNETIC MARKING TAPE.

2" SERVICE LATERAL

DATE:	
AUGUST 2017	
DRAWING NAME: PI-6	
DRAWN BY: ETL	
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS

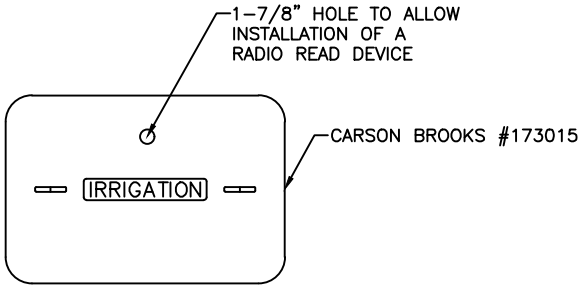
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

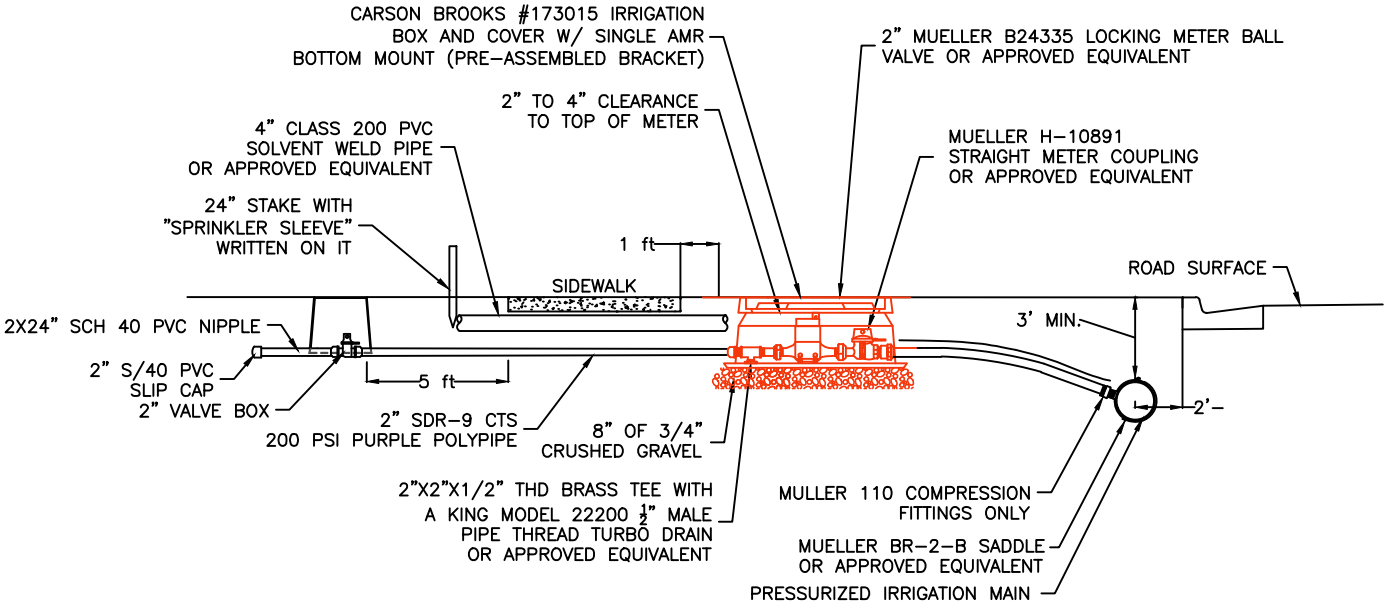
STANDARD DETAILS

PRESSURIZED IRR

PI-6



IRRIGATION BOX



SECTION

NOTES:

1. ADJUST ALL APPURTENCES TO AN EQUIVALENT $1\frac{1}{2}$" SIZE FOR $1\frac{1}{2}$" SERVICES.

2. SPRINKLER SLEEVE SHALL NOT BE IN LINE WITH ANY UTILITY BOXES.

3. ALL PIPES SHALL BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE AND MAGNETIC MARKING TAPE.

2" SERVICE LATERAL

DATE: AUGUST 2017

DRAWING NAME: PI-6

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS

SARATOGA SPRINGS CITY

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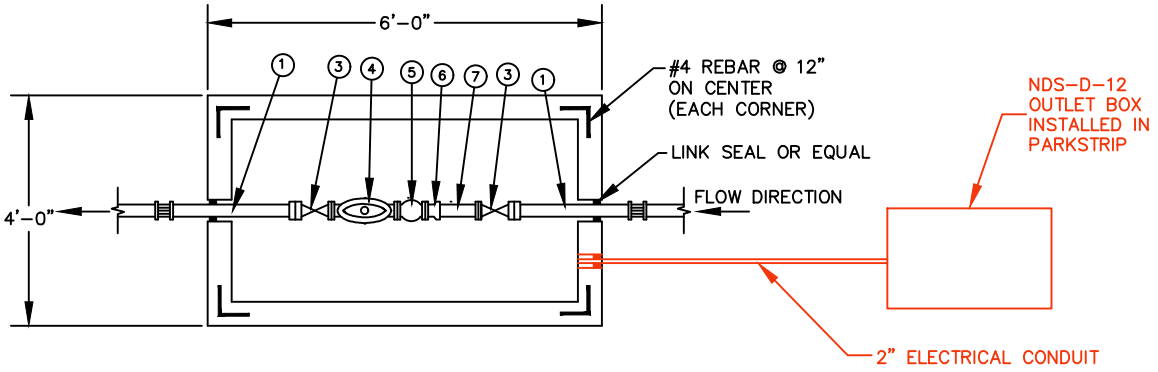
PHONE: 801-766-9793
FAX: 801-766-9794

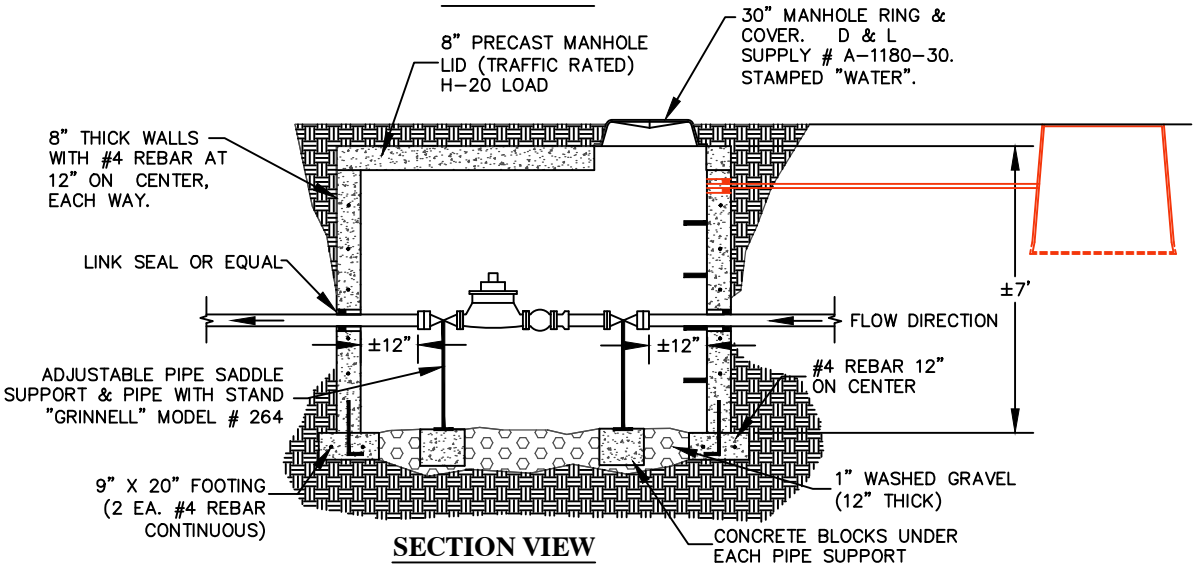
STANDARD DETAILS

PRESSURIZED IRR

PI-6



PLAN VIEW



SECTION VIEW

NOTES:

1. INSPECTION: METER BOX AND SERVICE LINE SHALL BE INSPECTED BY CITY PRIOR TO BACKFILLING.

2. BACKFILL: INSTALL BACKFILL IN LIFTS NOT EXCEEDING 8" AFTER COMPACTION. COMPACT EACH LIFT TO AN AVERAGE DRY DENSITY OF 97% WITH NO DENSITY TEST RESULT LESS THAN 92%.

3. ALL 4" INTERIOR FITTINGS TO BE FLANGED.

4. WATER METERS SHALL BE PROVIDED BY CONTRACTOR.

5. PLACEMENT: ALL METERS ARE TO BE INSTALLED IN THE PARK STRIP OR WITHIN 7 FEET OF THE PROPERTY LINE (STREET SIDE) AND MUST BE PLACED NEAR MIDPOINT OF THE LOT AND MUST NOT BE LOCATED IN A DRIVEWAY, OR IN A SIDEWALK.

6. CONTRACTOR SHALL SUPPLY ALL MATERIALS AND LABOR.

7. ALL PIPES SHALL BE BURIED WITH 14 GUAGE STRANDED THHN TRACE WIRE AND MARKING TAPE.

4" PIPE SCHEDULE

#	QTY	DESCRIPTION
1	1	FLxPE D.I. SPOOL LENGTH = ±48"
3	1	4" FLxFL GATE VALVE (MUELLER)*
4	1	4" FLxFL METER
5	1	FLANGED METER STRAINER
6	1	4" FLANGED COUPLING ADAPTER
7	1	FLxPE D.I. SPOOL (LENGTH AS NEEDED)

* GATE VALVE SHALL BE FURNISHED WITH A HANDWHEEL.

4 INCH METER VAULT

DATE: AUGUST 2017

DRAWING NAME: PI-7

DRAWN BY: ETL

CHECKED:

APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

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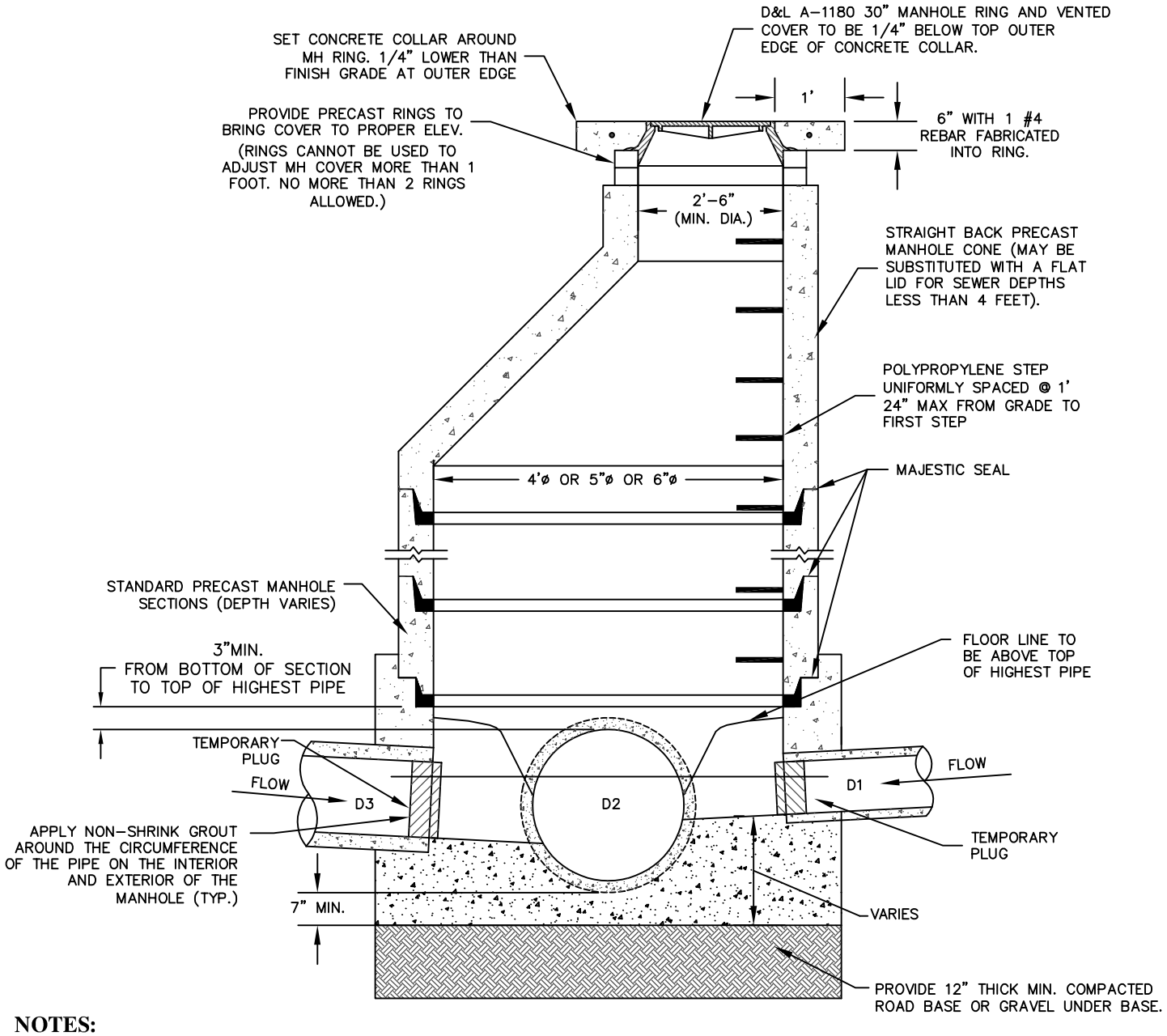
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

PRESSURIZED IRR

PI-7



NOTES:

1. PRE-CAST BASES ARE REQUIRED. POURED-IN-PLACE BASES ARE ALLOWED ONLY ON EXISTING SEWER. SEE SS-2A FOR CAST IN PLACE BASE
2. AFTER ALL GRADING AROUND MANHOLE HAS BEEN COMPLETED AND FINAL SURFACING IS IN PLACE REMOVE TEMPORARY PLUGS, DEBRIS AND PLYWOOD FROM INSIDE OF MANHOLES.
3. MANHOLES DEEPER THAN 20 FEET SHALL HAVE AN 18" THICK CONCRETE BASE.
4. CONE AND WALL SECTIONS SHALL CONFORM WITH ASTM C-478 STANDARD.
5. ALL MANHOLES TO BE HS-20 RATED.
6. MANHOLES OUTSIDE OF ROW SHALL HAVE SOLID LOCKING LIDS.
7. FLAT CAST RINGS ARE NOT PERMITTED.
8. LID SHALL BE VENTED AND MARKED SS SEWER.
9. MANHOLES WITH SOLID LIDS MUST BE EPOXY LINED.
10. MANHOLES ARE NOT ALLOWED WITHIN SIDEWALKS, GUTTERS, WATERWAYS, OR OTHER PEDESTRIAN PATHWAYS.

PRE-CAST SANITARY SEWER MANHOLE

DATE: 2/21/2020

DRAWING NAME: SS-2

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	6/25/15	JW	MAKING PRE-CAST AND CAST IN PLACE DTLS
2	8/31/17	RM	EDITED CALLOUTS AND NOTES. REMOVED COLLARS AND GROUT RINGS.

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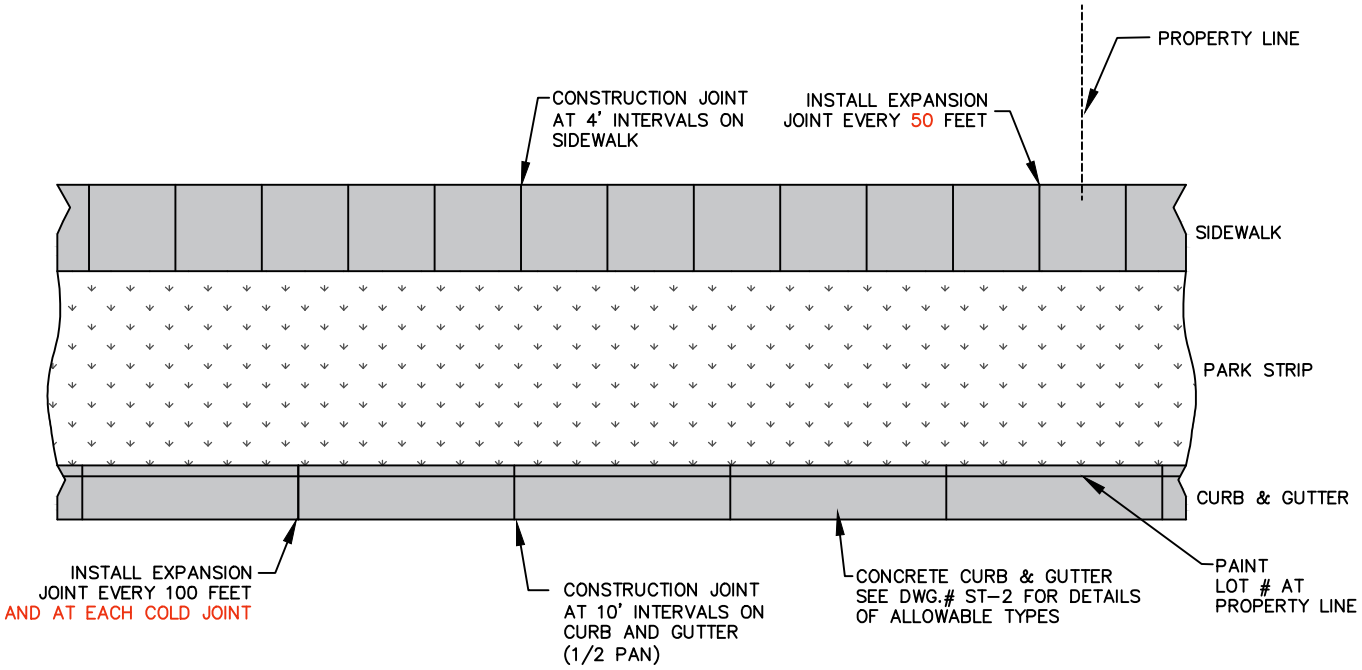
STANDARD DETAILS

SANITARY SEWER

SS-2



PLAN VIEW

NOTES:

1. A MINIMUM 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER DRIVEWAY, WATERWAY, AND CURB & GUTTER PRIOR TO PLACEMENT OF CONCRETE.

2. A MINIMUM 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER SIDEWALK AT ALL OTHER LOCATIONS PRIOR TO PLACEMENT OF CONCRETE.

3. WHERE CONSTRUCTION IS ADJACENT TO STATE HIGHWAY FRONTAGE, STATE HIGHWAY DEPARTMENT REQUIREMENTS SHALL GOVERN.

4. CONCRETE SHALL BE 3/4 INCH MAXIMUM AGGREGATE, 6.3 BAGS PER YARD OF TYPE 2 CEMENT WITH A MINIMUM COMMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.

5. EXPANSION JOINTS FOR CURB & GUTTER ARE TO BE SPACED NO MORE THAN 100 FT. AND SIDEWALKS SHALL BE SPACED NO MORE THAN EVERY 50 FT. EXPANSION JOINTS SHALL BE CONSTRUCTED BY PLACING AN APPROVED MATERIAL, (TYPICALLY BITUMINOUS IMPREGNATED FIBERBOARD), THE FULL DEPTH OF THE CONCRETE. EXPANSION MATERIAL SHALL BE SET 1/2" BELOW THE FINISH LEVEL OF THE SIDEWALK.

6. CONSTRUCTION JOINT IS MADE BY SCORING THE CONCRETE WITH 1/2" RADIUS EDGING TOOL OR OTHER METHOD APPROVED BY ENGINEER.

7. SLOPE SIDEWALK TO ROADWAY AT 1.5% GRADE (2% MAX).

8. LOCATE ALL INLET GRATES 2' MINIMUM AWAY FROM THE PEDESTRIAN CROSSWALK, WITH ALL DRAINAGE INTERCEPTED BEFORE IT GETS TO THE CROSSWALK AREA.

9. THE SIDEWALK SHALL BE A MIN. 5" THICK CONCRETE.

10. IN ROCKY SUB-GRADES 18" OF BOTTOM OF TRENCH TO BOTTOM OF PIPE. MIN. OF 2' OF OUTSIDE DIAMETER.

11. INSTALL MAGNETIC DETECTOR TAPE WITH A MIN. OF 14 GAUGE COATED TRACER WIRE FOR ALL PVC OR OTHER PIPE.

12. PAINT LOT NUMBERS AT PROPERTY LINES.

13. SEWER LATERAL LOCATIONS TO BE MARKED ON TOP OF CURB WITH AN S.

14. CULINARY WATER LATERAL LOCATIONS TO BE MARKED ON TOP OF CURB WITH A W.

15. SECONDARY WATER LATERAL LOCATIONS TO BE MARKED ON TOP OF CURB WITH AN I.

16. WATER VALVE LOCATIONS TO BE MARKED ON TOP OF CURB WITH A V.

SIDEWALK, CURB & GUTTER STANDARDS

DATE:	AUGUST 2017
DRAWING NAME:	ST-1
DRAWN BY:	ETL
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS

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UT 84045
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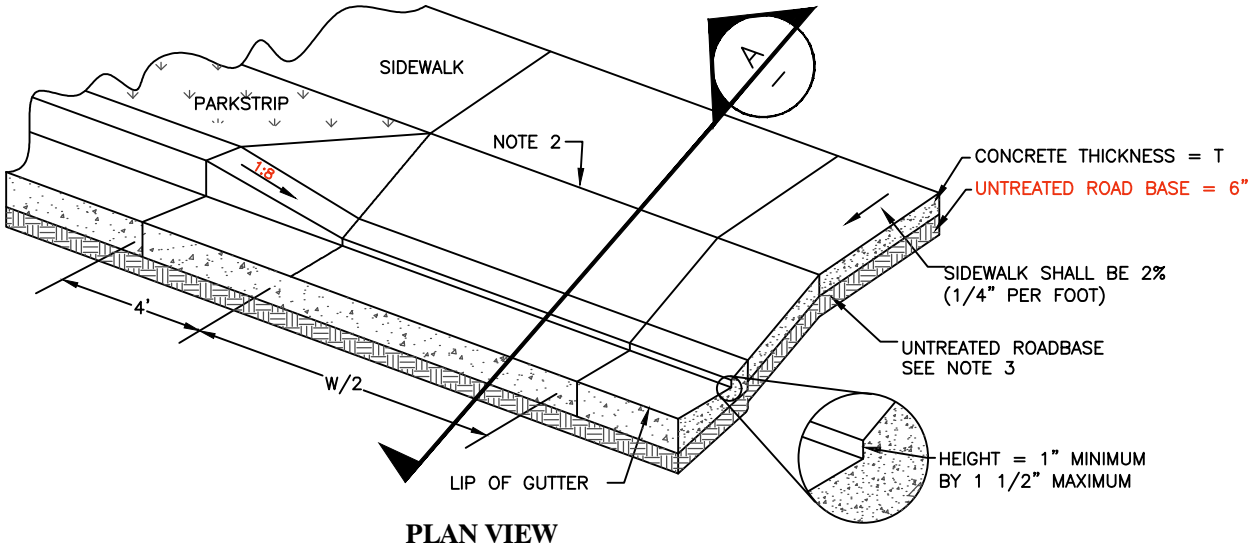
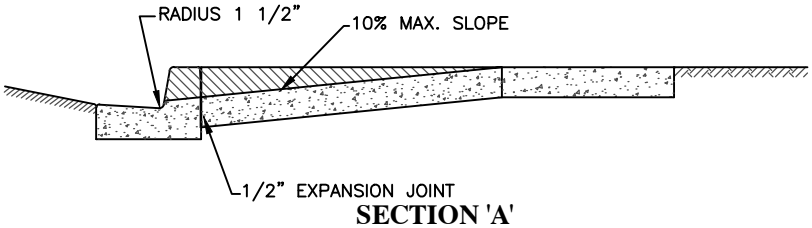
STANDARD DETAILS

STREET STANDARDS

ST-1



PLAN VIEW



SECTION 'A'

NOTES:

1. EDGE CONCRETE WITH 1/2" RADIUS EDGING TOOL.

2. PLACE 1/2" EXPANSION JOINT BETWEEN DRIVEWAY APRON AND CURB AND IN THE DRIVEWAY CENTERLINE IF "W" IS GREATER THAN 20'. FILLER MATERIAL SHALL BE FULL DEPTH OF CONCRETE PLUS 1", WITH TOP SET FLUSH WITH TOP OF CONCRETE.

3. USE UNTREATED ROADBASE UNDER CURB, GUTTER AND SIDEWALK. COMPACT TO 95% OF THE MAXIMUM DRY DENISTY.

4. ALL CONCRETE SLABS WITH A LENGTH/WIDTH RATIO GREATER THAN 2:1 SHALL HAVE CONTRACTION JOINTS INSTALLED AS REQUIRED TO STAY WITHIN 2:1 RATIO.

5. BACK EDGE OF SIDEWALK TO BE SET AT AN ELEVATION 1.5% HIGHER THAN THE TOP BACK OF CURB (2.5%).

6. SIDEWALK TO BE A MINIMUM OF 5 FEET WIDE UNLESS OTHERWISE SPECIFIED.

7. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CITY'S STANDARD SPECIFICATIONS.

DRIVE APPROACH DIMENSIONS

DIMENSION	LEGNTH ACCORDING TO ZONE
W	12'–0" MIN. RESIDENTIAL ZONES 30'–0" MAX. RESIDENTIAL ZONES
T	0'–5" RESIDENTIAL ZONES

SLOPE TABLE

DIMENSION	ZONE
A 12% MAX.	RESIDENTIAL ZONE
B 13% MAX.	RESIDENTIAL ZONE
C 15% MAX.	RESIDENTIAL ZONE

SINGLE FAMILY RESIDENTIAL DRIVE APPROACH

DATE: AUGUST 2017

DRAWING NAME: ST-4A

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	ADDED NEW MIN. AND MAX. LENGTHS FOR DIMENSION W

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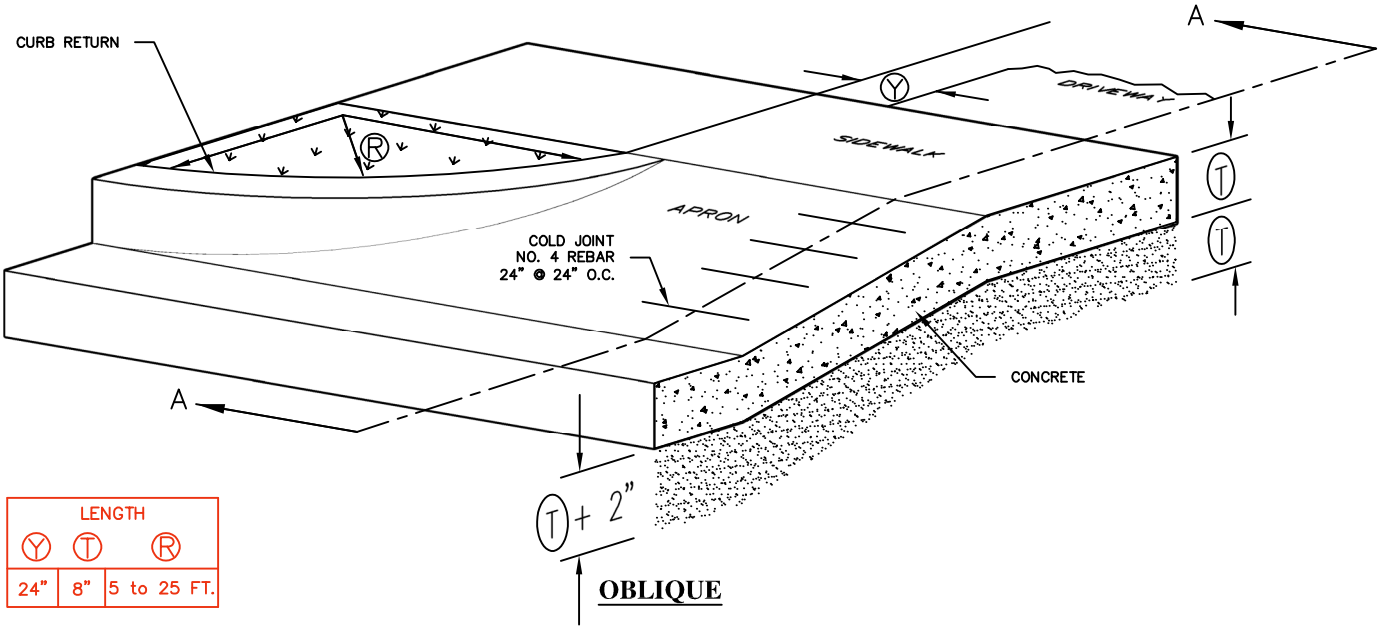
STANDARD DETAILS

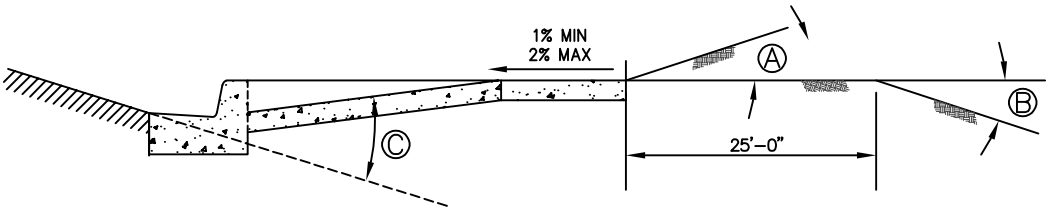
STREET STANDARDS

ST-4A



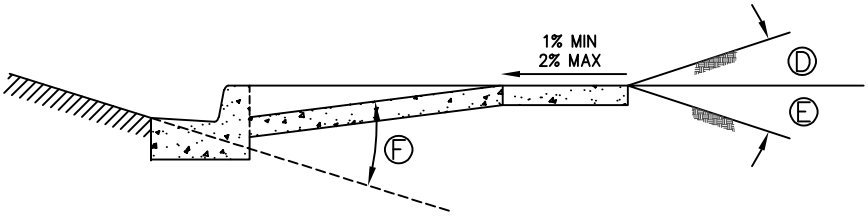
LENGTH		
Y	T	R
24"	8"	5 to 25 FT.

OBLIQUE



BREAK OVER ANGLE (MAXIMUM)		
A	B	C
6%	8%	10%

SECTION A-A - APPROACH REQUIRING SERVICE TRUCK ACCESS



SLOPE		
D	E	F
6%	8%	10%

SECTION A-A - TYPICAL DRIVEWAY APPROACH

NOTES

1. EDGE CONCRETE WITH 1/2" RADIUS EDGING TOOL.
2. PLACE 1/2" EXPANSION JOINT BETWEEN DRIVEWAY APRON AND CURB AND IN THE DRIVEWAY CENTERLINE IF "W" IS GREATER THAN 20'. FILLER MATERIAL SHALL BE FULL DEPTH OF CONCRETE PLUS 1", WITH TOP SET FLUSH WITH TOP OF CONCRETE.
3. USE UNTREATED ROADBASE UNDER CURB, GUTTER AND SIDEWALK. COMPACT TO 95% OF THE MAXIMUM DRY DENISTY.
4. ALL CONCRETE SLABS WITH A LENGTH/WIDTH RATIO GREATER THAN 2:1 SHALL HAVE CONTRACTION JOINTS INSTALLED AS REQUIRED TO STAY WITHIN 2:1 RATIO.
5. BACK EDGE OF SIDEWALK TO BE SET AT AN ELEVATION 1.5% HIGHER THAN THE TOP BACK OF CURB (2% MAX).
6. SIDEWALK TO BE A MINIMUM OF 5 FEET WIDE UNLESS OTHERWISE SPECIFIED.
7. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CITY'S STANDARD SPECIFICATIONS.

COMMERCIAL DRIVE APPROACH

DATE: AUGUST 2017

DRAWING NAME: ST-4B

DRAWN BY: RFM

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	03-12-19	JRP	ADDED SECTION VIEWS AND TABLES

SARATOGA SPRINGS CITY

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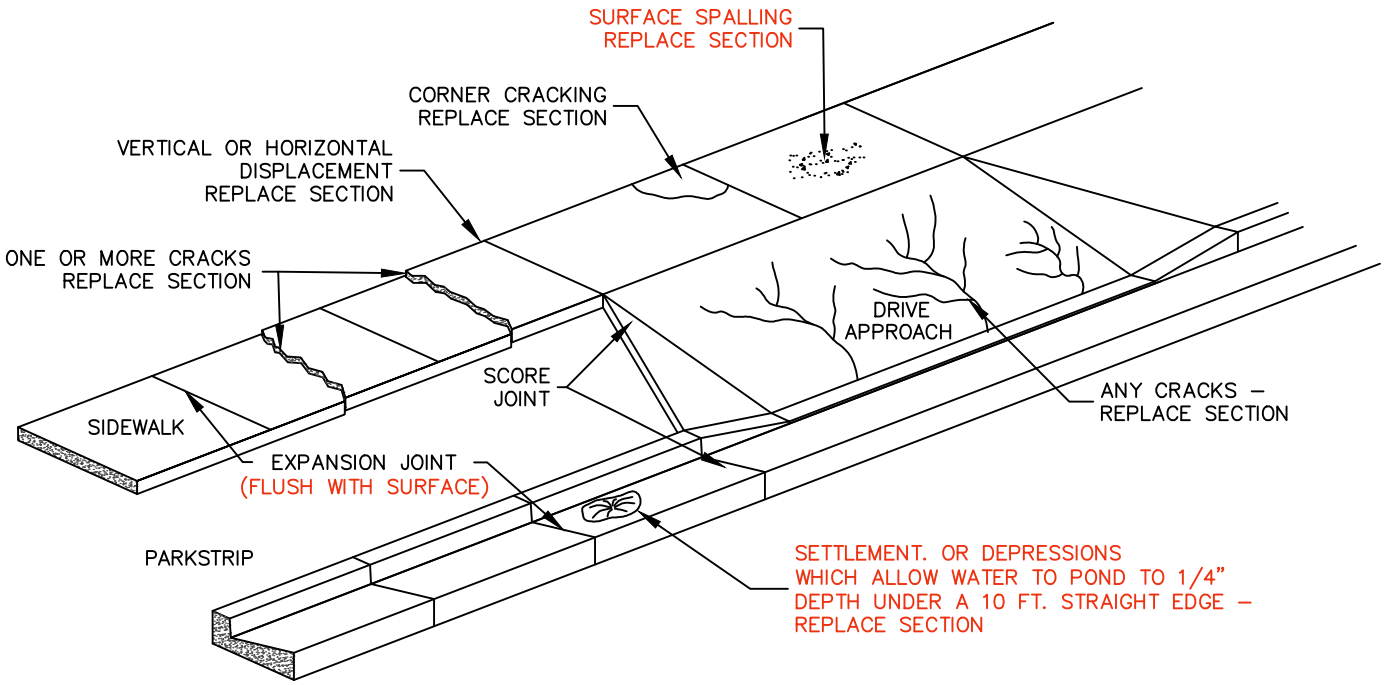
STANDARD DETAILS

STREET STANDARDS

ST-4B



NOTES:

REPLACEMENT IS REQUIRED IF ANY COMPONENT HAS ONE OR MORE OF THE CONDITIONS NOTED ABOVE. OTHERWISE REPAIR SECTION UNDER THE DIRECTION OF THE CITY ENGINEER.

DEFECTIVE CONCRETE REPLACEMENT CRITERIA

DATE:	AUGUST 2017
DRAWING NAME:	ST-6
DRAWN BY:	ETL
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS

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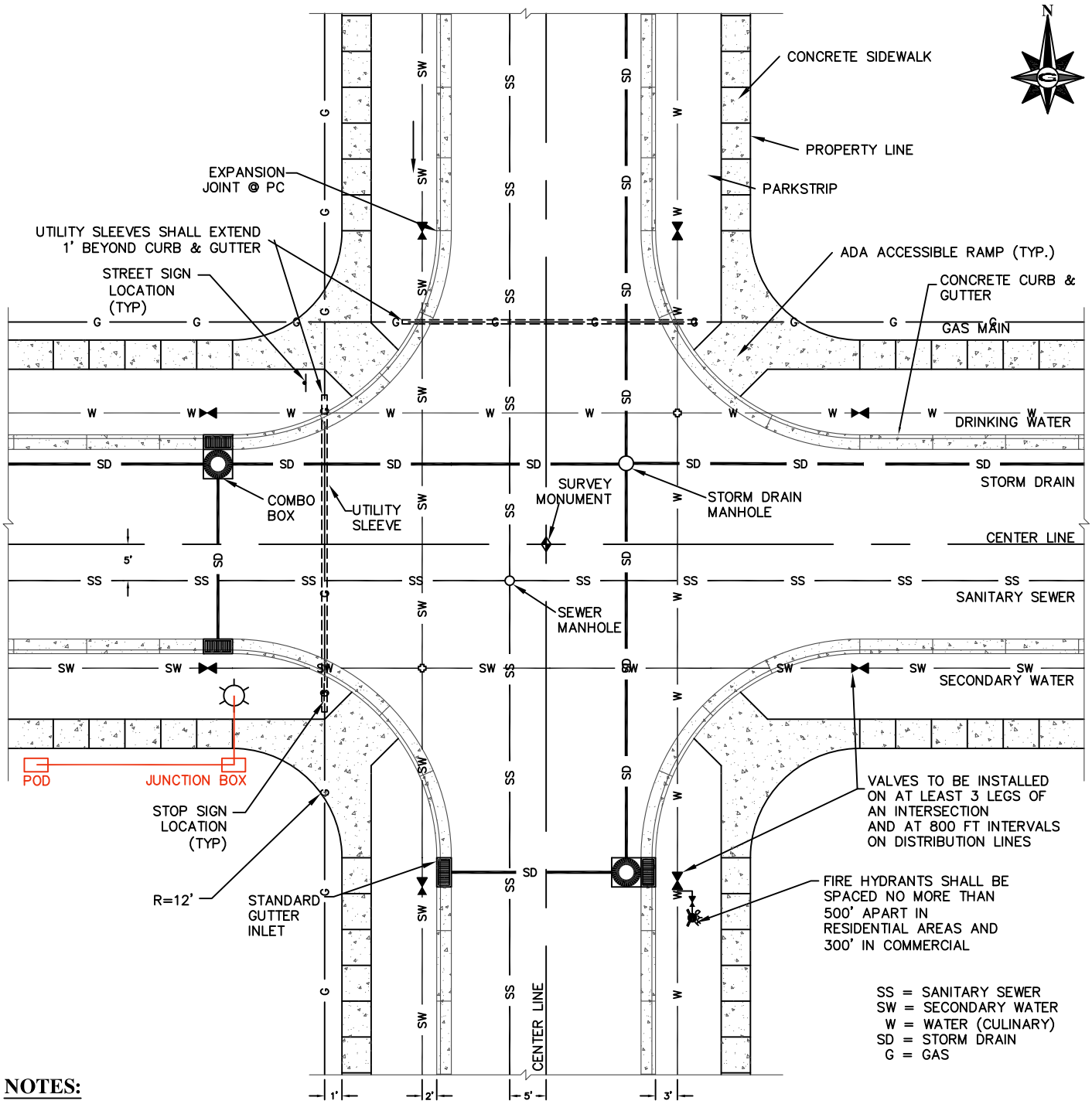
STANDARD DETAILS

STREET STANDARDS

ST-6



NOTES:

1. LAND DRAINS ARE UNACCEPTABLE UNLESS EXPLICITLY ALLOWED BY CITY ENGINEER. WHEN ALLOWED, PIPES SHALL NOT BE PERFORATED OR DESIGNED TO ACCEPT WATER WITHIN THE STREET RIGHT-OF-WAY.

2. CURB RADIUS ON LOCAL AND COLLECTOR RIGHT-OF-WAYS SHALL BE 25', ON MINOR ARTERIALS IT SHALL BE 35', AND ON MAJOR AND PRINCIPAL ARTERIALS SHALL BE 40' AS MEASURED FROM FACE OF CURB.

3. CHECK ALL CITY STANDARDS FOR UTILITY LOCATIONS.

4. STREET LIGHTS ARE TO BE CENTERED IN PARK STRIPS.

5. STREET LIGHTS ARE TO BE PLACED AT INTERSECTIONS AND EVERY 300 FEET, ALTERNATING SIDES OF STREET.

6. MANHOLES SHALL BE LOCATED A MINIMUM OF 7' FROM EDGE OF GUTTER WHEN ROAD CURVATURE REQUIRES DEVIATION FROM THE ABOVE STANDARD.

STANDARD INTERSECTION & UTILITIES

DATE:	AUGUST 2017
DRAWING NAME:	ST-7
DRAWN BY:	ETL
CHECKED:	APPROVED:

REVISIONS

REV	DATE	BY	COMMENTS

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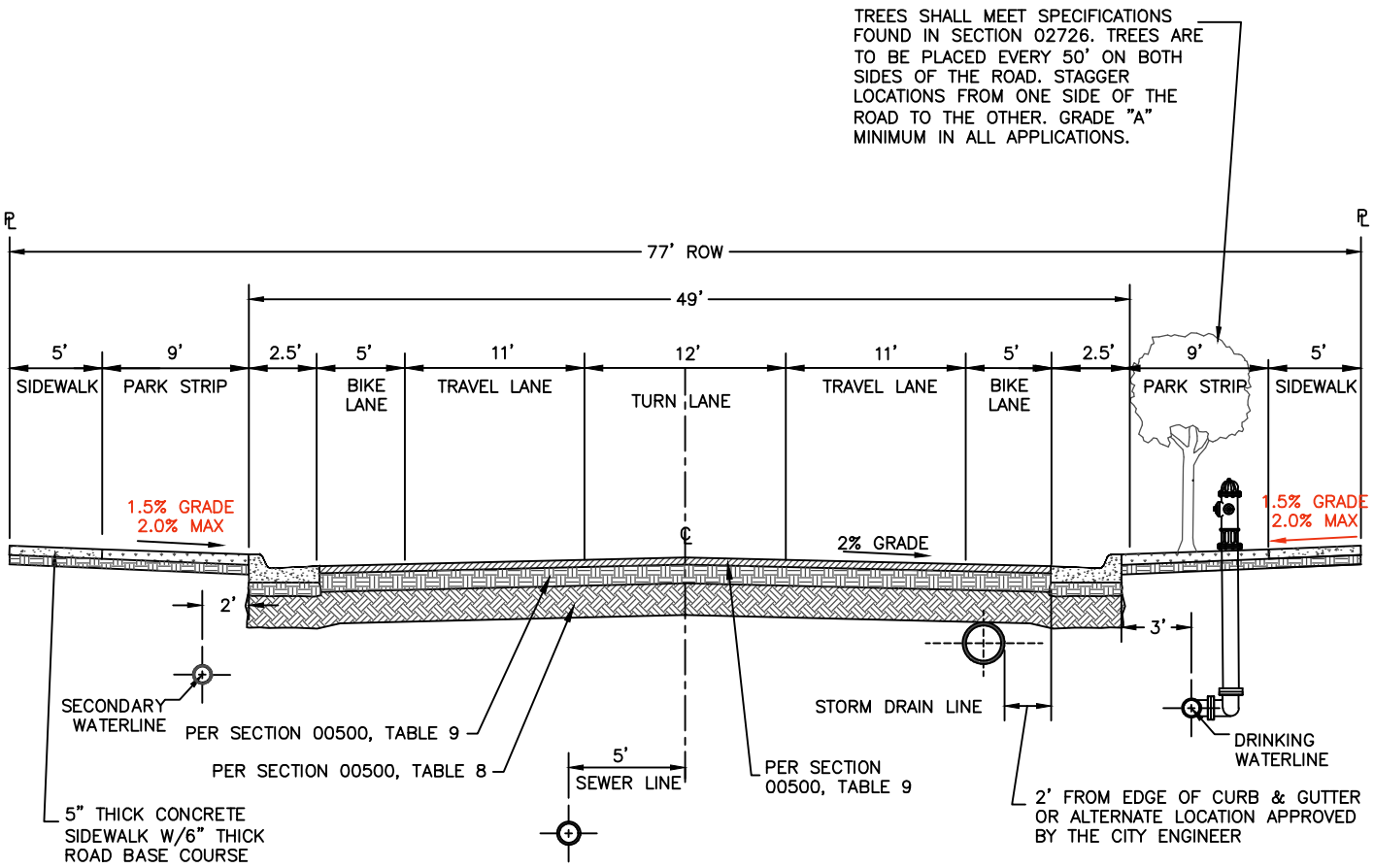
FAX: 8017669794

STANDARD DETAILS

STREET STANDARDS

ST-7



NOTES:

1. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDES OF STREET SHALL NOT EXCEED 1'–0"
2. PROVIDE A MINIMUM 6" THICKNESS OF 3/4" OR 1" CRUSHED GRAVEL BASE COURSE UNDER SIDEWALKS, DRIVEWAY APPROACHES, AND CURB & GUTTER.
3. INSTALL TYPE 2 SLURRY SEAL.
4. HOUSES ARE DISCOURAGED FROM FRONTING ON THESE STREETS.

COLLECTOR
77' RIGHT OF WAY

DATE:	AUGUST 2017
DRAWING NAME:	ST-9
DRAWN BY:	ETL
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	ADDED REFERENCES TO SPECIFICATIONS, DELETED UNNECESSARY NOTES.

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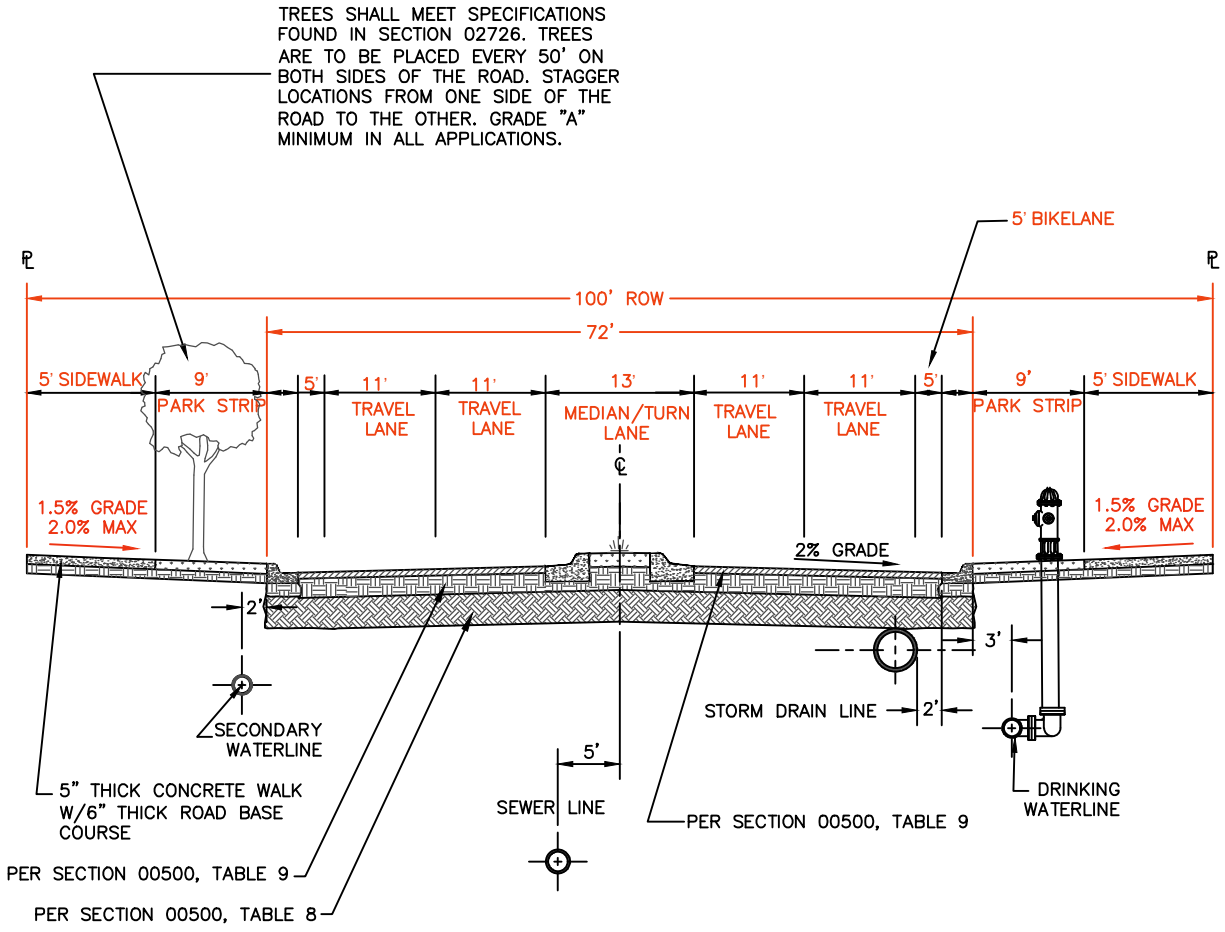
STANDARD DETAILS

STREET STANDARDS

ST-9A



NOTES:

1. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDES OF STREET SHALL NOT EXCEED 1'–0"
2. PROVIDE A MINIMUM 6" THICKNESS OF 3/4" OR 1" CRUSHED GRAVEL BASE COURSE UNDER SIDEWALKS, DRIVEWAY APPROACHES, AND CURB & GUTTER.
3. INSTALL TYPE 2 SLURRY SEAL.
4. COMMERCIAL OR INDUSTRIAL DRIVEWAYS CAN ENTER THIS ROADWAY, BUT ARE TO BE MINIMIZED.
5. HOUSES ARE NOT PERMITTED TO FRONT ON THESE STREETS.
6. PAVEMENT SECTION SHALL BE ADEQUATE FOR CONSTRUCTION TRAFFIC OR AN ALTERNATE ROUTE SHALL BE PROVIDED.
7. MEDIAN SHALL HAVE PLOWABLE END SECTIONS

MINOR ARTERIAL
95' RIGHT-OF-WAY

DATE: AUGUST 2017

DRAWING NAME: ST-10

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED DIMENSIONS, ADDED REFERENCES TO SPECIFICATIONS, DELETED UNNECESSARY NOTES

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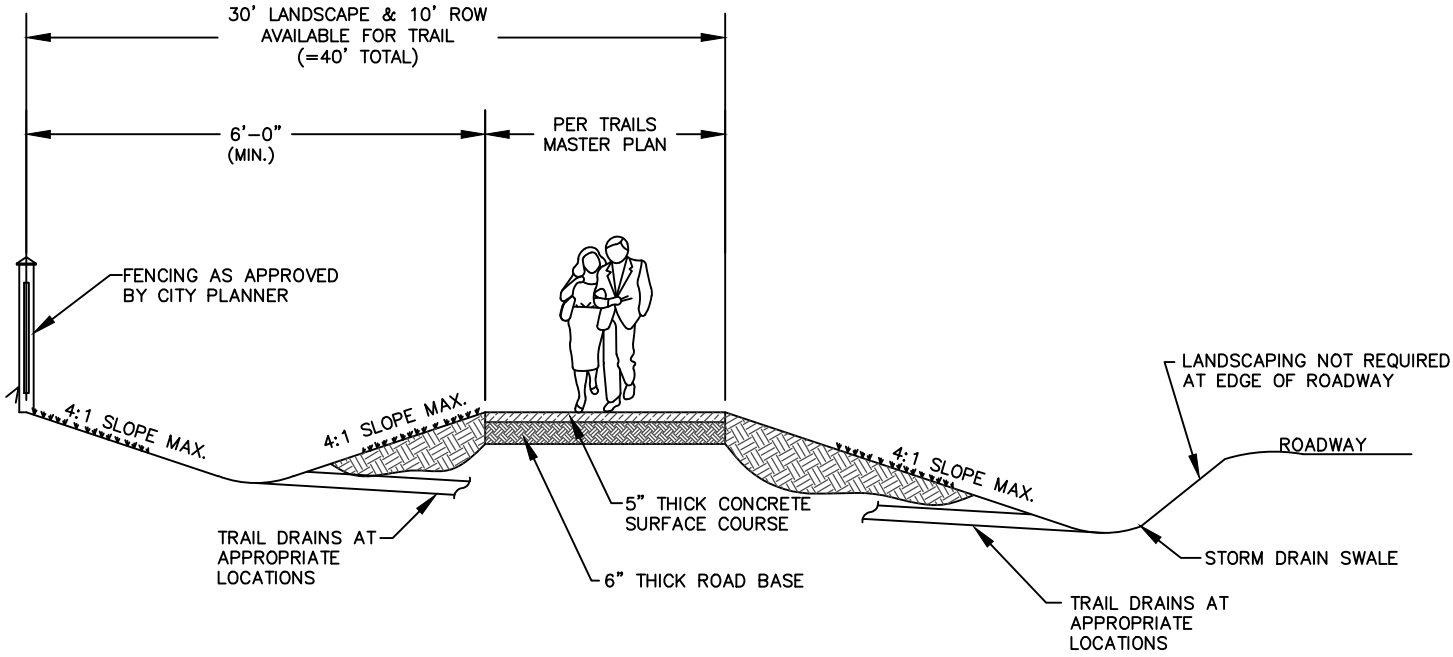
STANDARD DETAILS

STREET STANDARDS

ST-10



NOTES:

1. CONSTRUCTION JOINTS @ 8' INTERVALS EXPANSION JOINTS @ 40' INTERVALS
2. TRAIL TO BE CONSTRUCTED WITH A 1.5% CROSS SLOPE AND 2% MAX

TRAIL STANDARDS FOR INTERIM ROADS

DATE:	AUGUST 2017
DRAWING NAME:	ST-15B
DRAWN BY:	ETL
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

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UT 84045
PHONE: 801-766-9793
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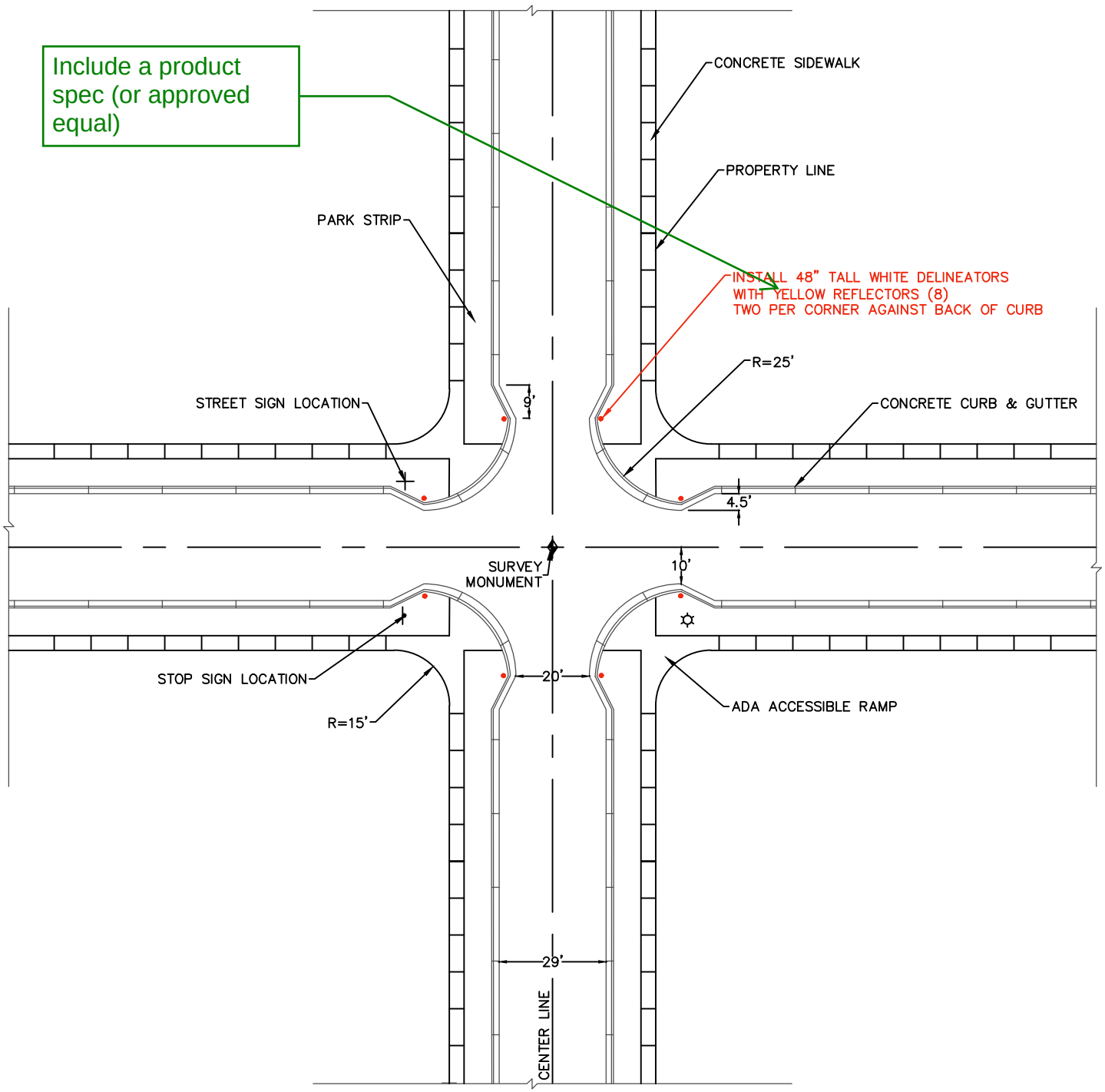
STANDARD DETAILS

STREET STANDARDS

ST-15B



LOCAL STREET TRAFFIC CALMING INTERSECTION

DATE: AUGUST 2017

DRAWING NAME: ST-23

DRAWN BY: RFM

CHECKED:

APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED DIMENSIONS

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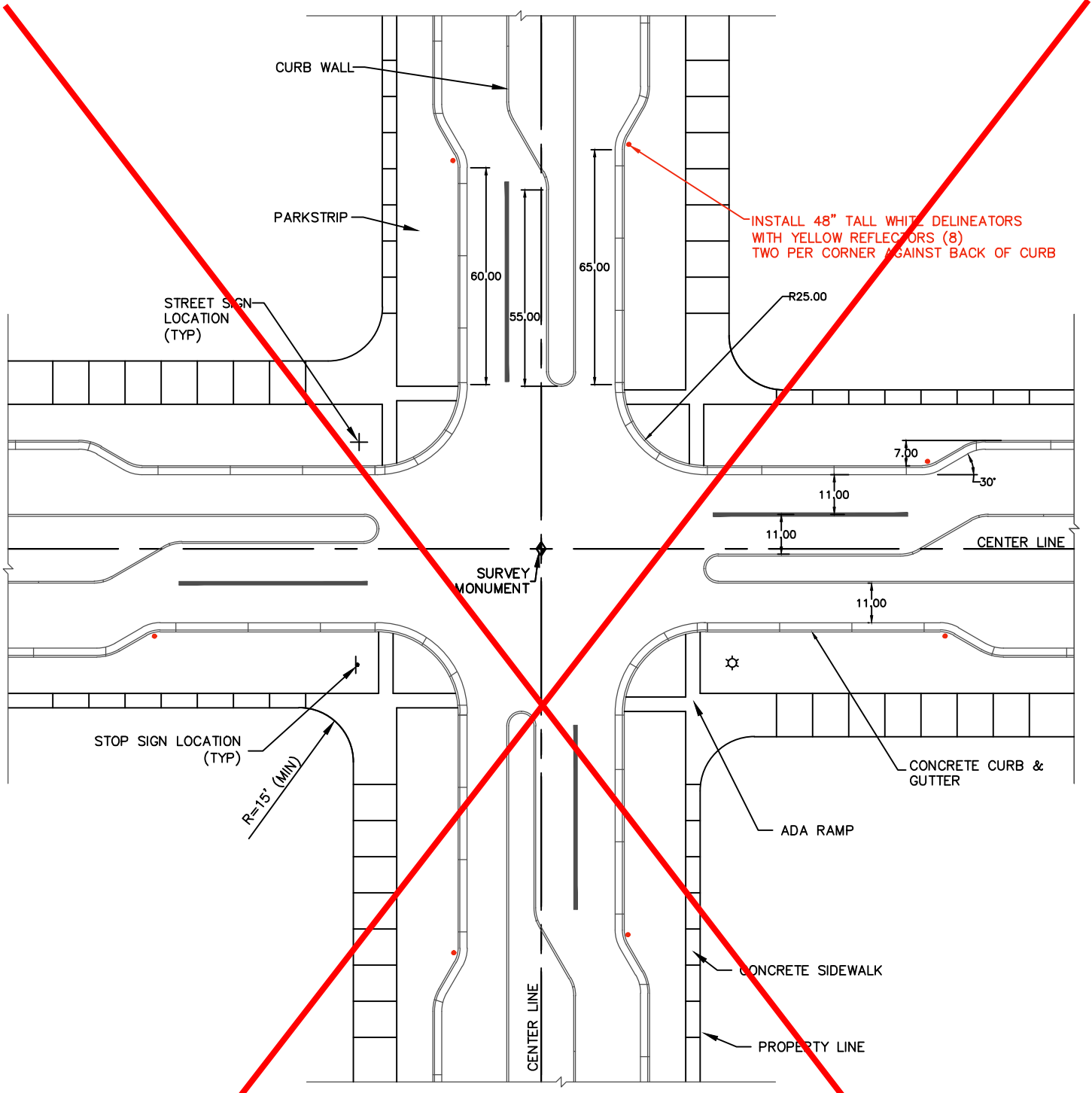
STANDARD DETAILS

STREET STANDARDS

ST-23



NOTES:

1. LAND DRAINS ARE UNACCEPTABLE UNLESS EXPLICITLY ALLOWED BY CITY ENGINEER. WHEN ALLOWED, PIPES SHALL NOT BE PERFORATED OR DESIGNED TO ACCEPT WATER WITHIN THE STREET RIGHT-OF-WAY.

2. CHECK ALL CITY STANDARDS FOR UTILITY LOCATIONS.

95' RIGHT-OF-WAY NECKED INTERSECTION

DATE:	AUGUST 2017
DRAWING NAME:	ST-25
DRAWN BY:	ETL
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS

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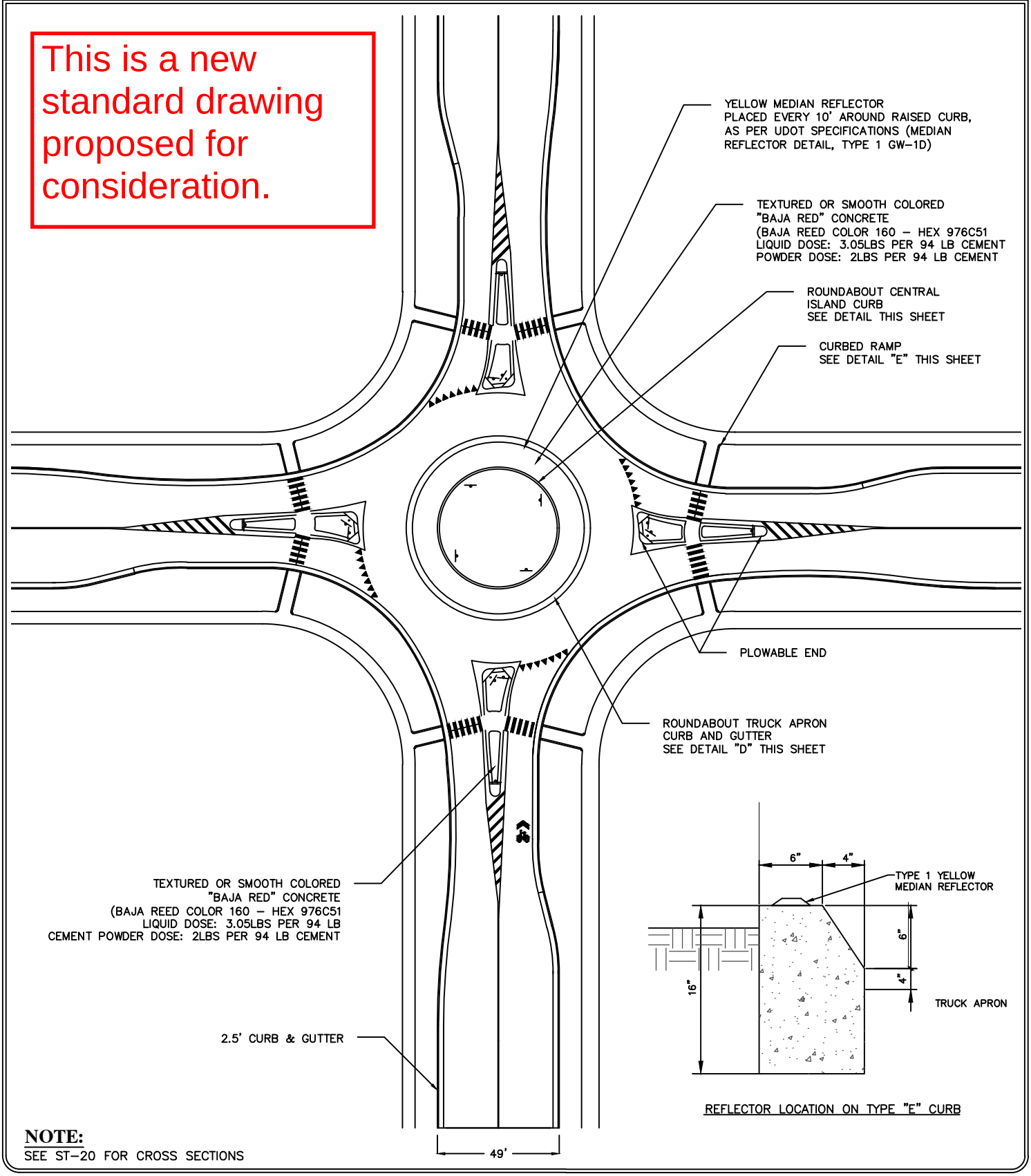
STANDARD DETAILS

STREET STANDARDS

ST-25

This is a new standard drawing proposed for consideration.



NOTE:
SEE ST-20 FOR CROSS SECTIONS

ROUND-ABOUT COLLECTOR 77' RIGHT-OF-WAY

DATE: AUGUST 2017

DRAWING NAME: ST-18

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTES AND CALLOUTS

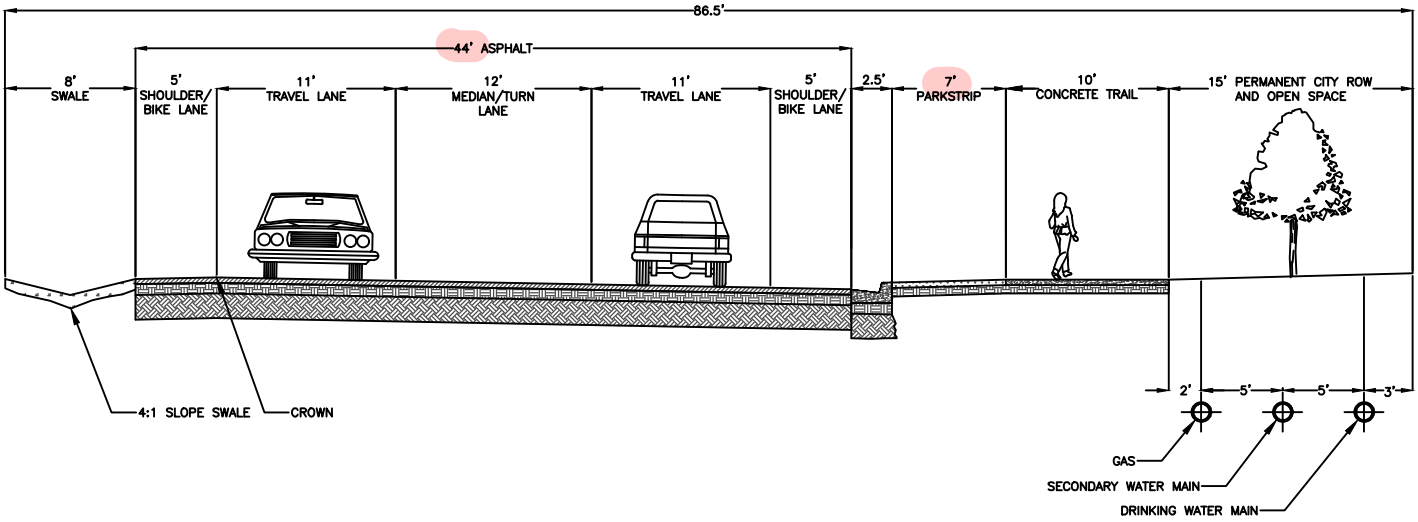
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

STREET STANDARDS

ST-18



FOOTHILL INTERIM COLLECTOR ROADWAY

DATE:	JUNE 2019
DRAWING NAME:	ST-9*
DRAWN BY:	JRP
CHECKED:	
APPROVED:	

REVISIONS

REVISION	DATE	BY	COMMENTS

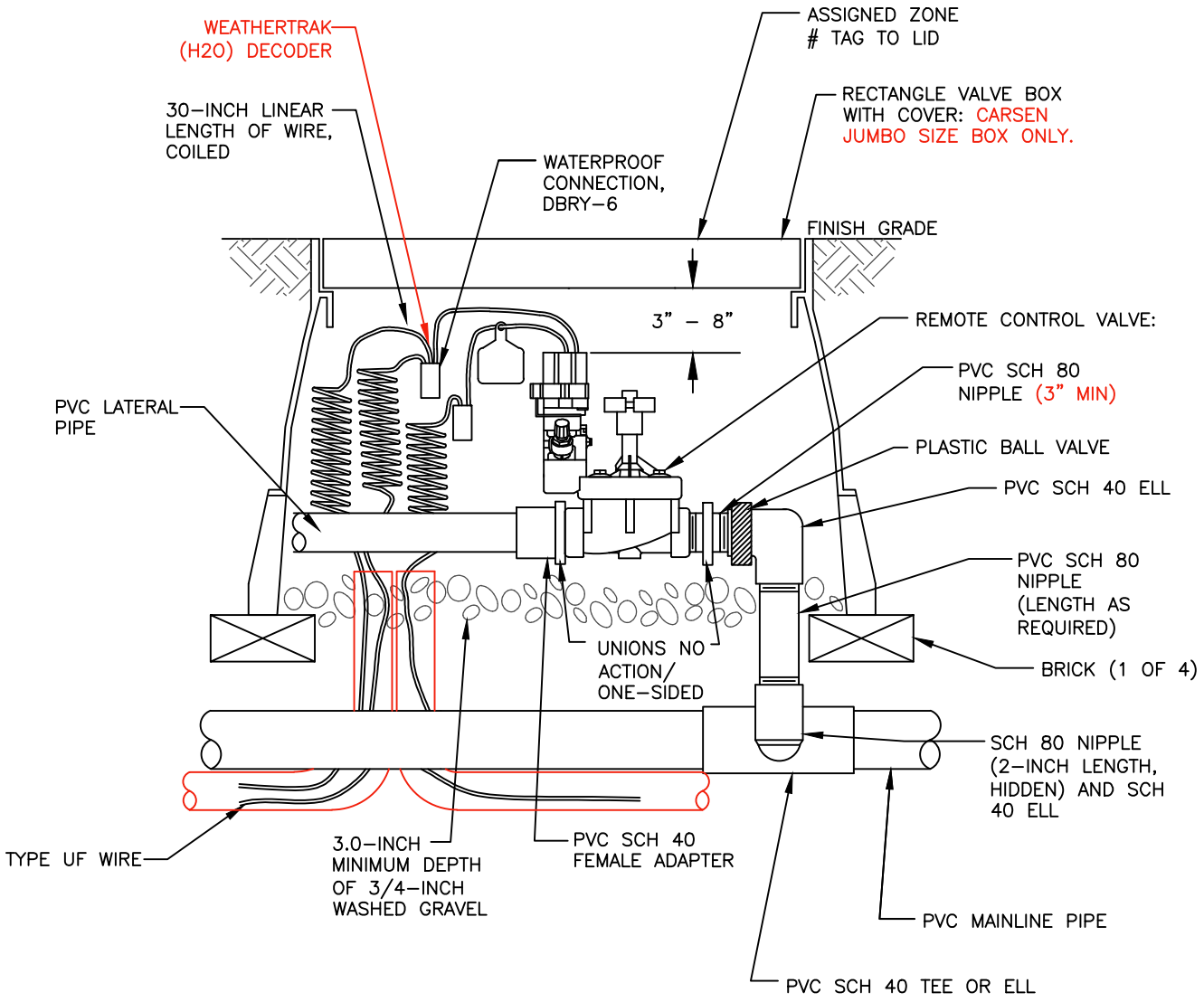
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

STREET STANDARDS

ST-9B



NOTES:

1. NO MALE ADAPTORS.
2. 1 VALVE PER BOX.

SPRINKLER SYSTEM REMOTE CONTROL VALVE

DATE: AUGUST 2017

DRAWING NAME: LS-3

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTES AND CALLOUTS

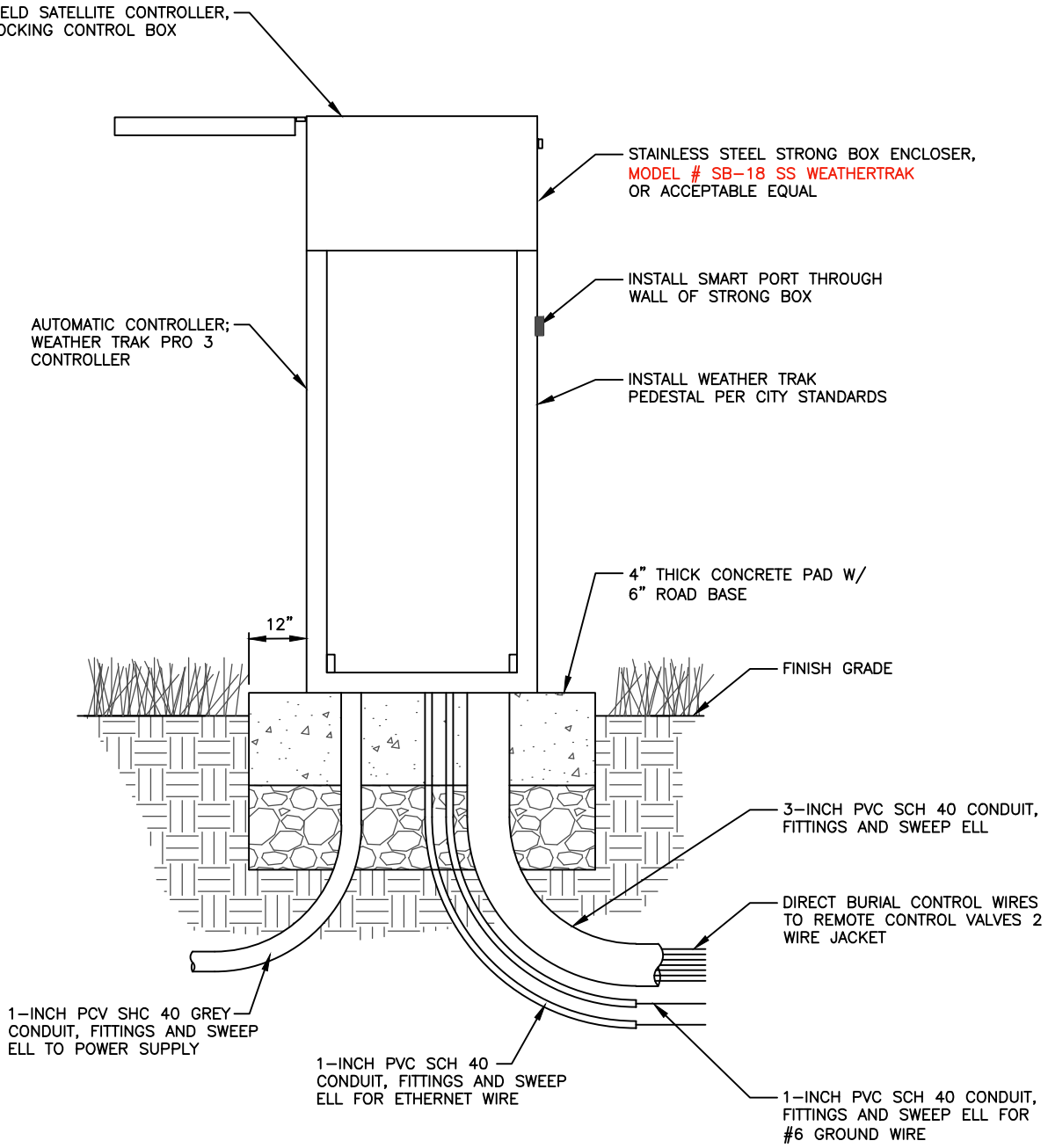
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-3



NOTE:

INSTALL WEATHER TRAK PRO 3, WITH ALL COMPONENTS FOR CENTRAL CONTROL AND 2 WIRE DECODER OPERATION (PRO 3, 2 WIRE SINGLE STATION DECODER).

SATELLITE STAINLESS STEEL CONTROLLER ENCLOSURE

DATE: AUGUST 2017

DRAWING NAME: LS-5

DRAWN BY: ETL

CHECKED:

APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTES AND CALLOUTS

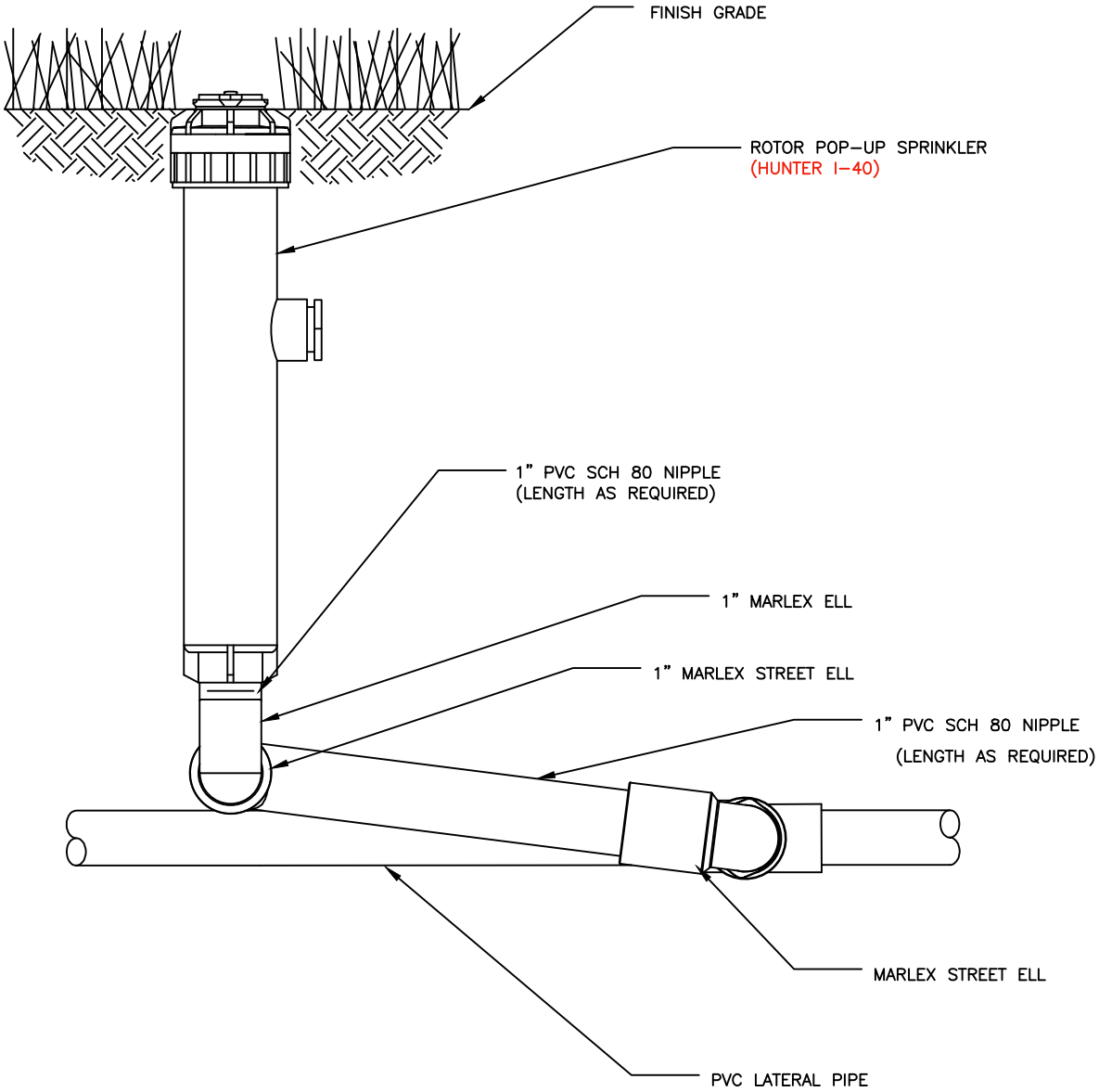
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-5



NOTE:

1. USE MARLEX STREET ELL
2. USE OF TEFLON TAPE OR PIPE DOPE IS NOT PERMITTED ON MARLEX STREET ELLS

SPRINKLER SYSTEM LARGE AREA ROTARY HEAD

DATE: AUGUST 2017

DRAWING NAME: LS-6

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS

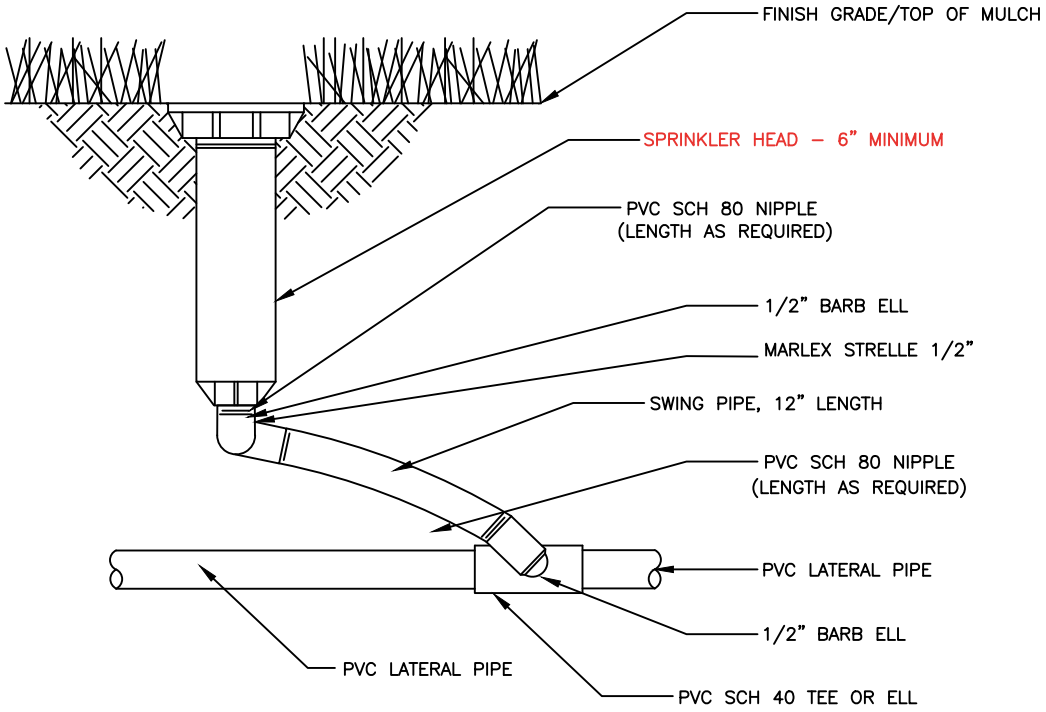
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-6



ROTORS FOR MEDIUM AND SMALL AREAS:

HUNTER I–20 @ 30' MAXIMUM SPACING.

SPRAY HEADS FOR SMALL AREAS:

RAINBIRD #1806 FOR TURF AREAS, #1812 FOR SHRUB BEDS.

HUNTER 6" PRO–SPRAY FOR TURF AREAS, 12" PRO–SPRAY (BOTTOM INLET ONLY) FOR SHRUB BEDS. NO SIDE OUTLETS

MEDIUM AND SMALL AREA SPRINKLER HEAD

DATE: AUGUST 2017

DRAWING NAME: LS-7

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED NOTES & CALLOUTS

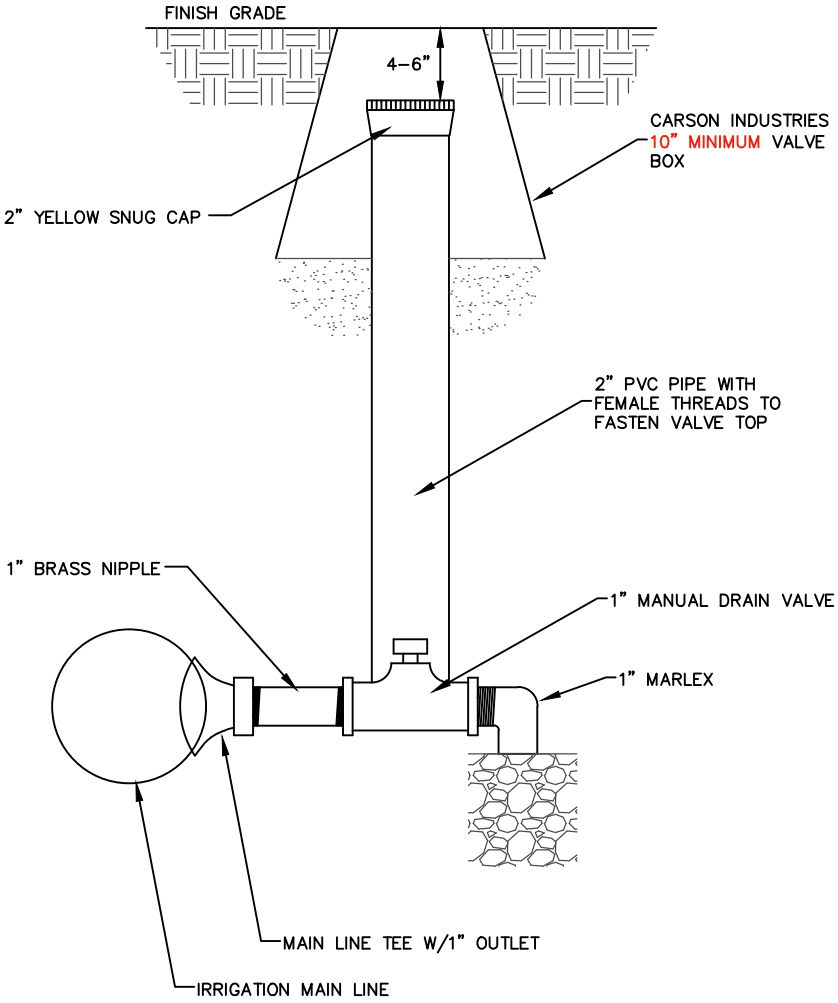
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-7



SPRINKLER SYSTEM MANUAL DRAIN

DATE:	AUGUST 2017
DRAWING NAME:	LS-8
DRAWN BY:	ETL
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS

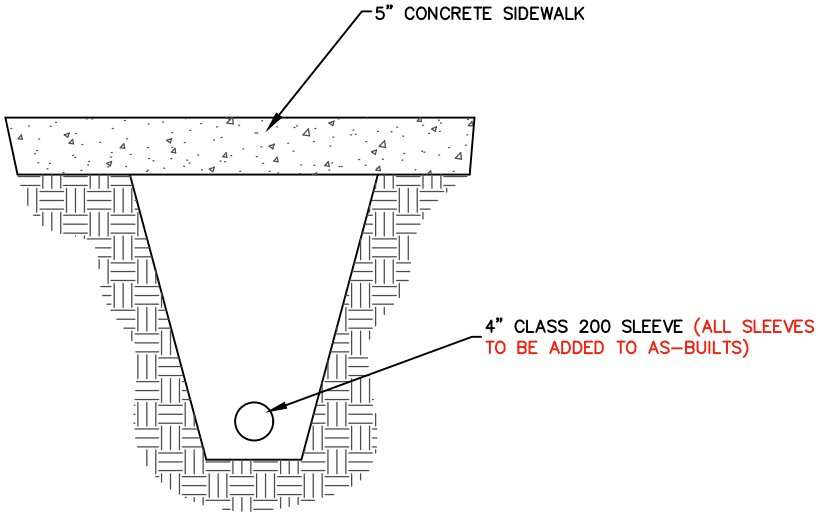
SARATOGA SPRINGS CITY

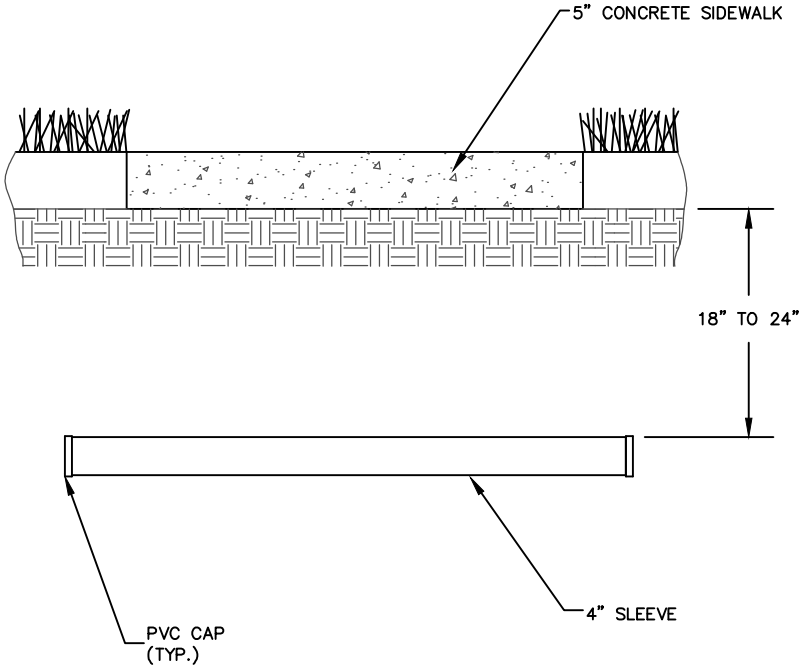
1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-8





NOTES:

1. ONE WATER LINE PER SLEEVE.
2. ELECTRICITY AND WATER NOT TO SHARE SLEEVES.

SPRINKLER SYSTEM SLEEVING

DATE:	AUGUST 2017
DRAWING NAME:	LS-9
DRAWN BY:	ETL
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
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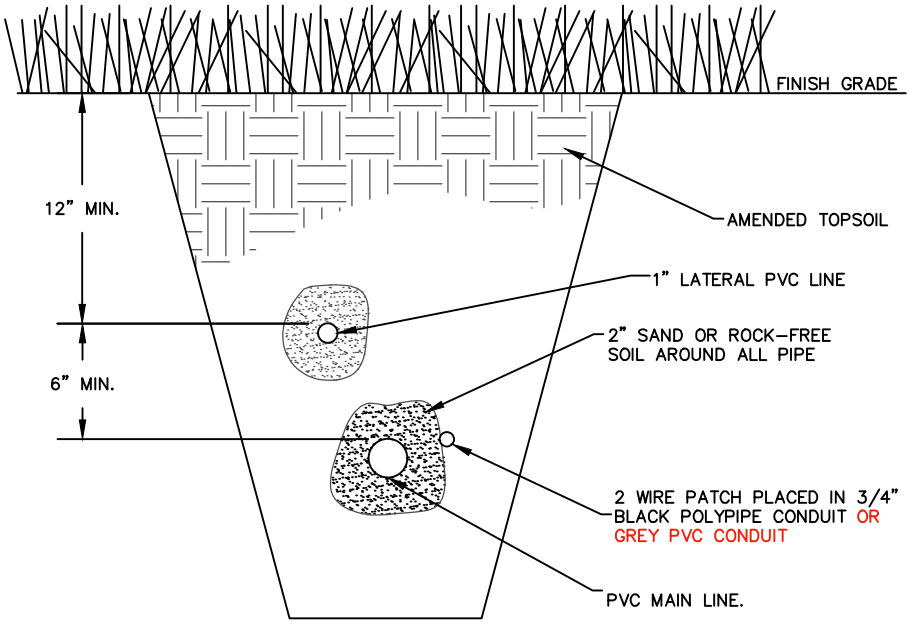
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-9



SPRINKLER SYSTEM PIPE/TRENCH

DATE: AUGUST 2017

DRAWING NAME: LS-10

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS, ADDED POLYPIPE CONDUIT AND CALLOUT

SARATOGA SPRINGS CITY

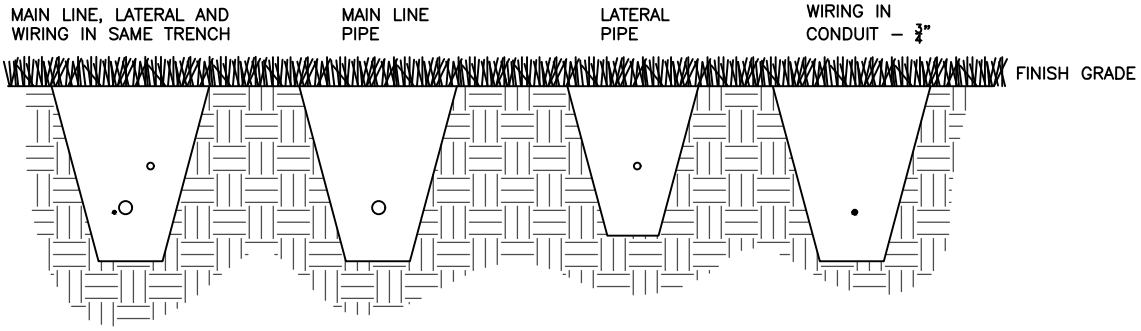
1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

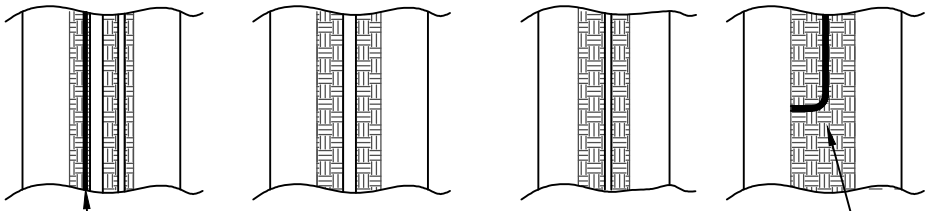
LANDSCAPING

LS-10

SECTION VIEW



PLAN VIEW



ADD A CONDUIT SWEEP AT EVERY CHANGE IN DIRECTION

RUN WIRING BENEATH AND BESIDE MAIN LINE. BUNDLE AT 10' INTERVALS IN CONDUIT.

NOTES:

1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS DETAILS. SEE SPECS.
3. ELECTRIC AND WATER NOT TO SHARE SLEEVES.

SPRINKLER SYSTEM PIPE AND WIRE TRENCH

DATE: AUGUST 2017

DRAWING NAME: LS-11

DRAWN BY: ETL

CHECKED: APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS
1	08-31-17	RM	EDITED CALLOUTS

SARATOGA SPRINGS CITY

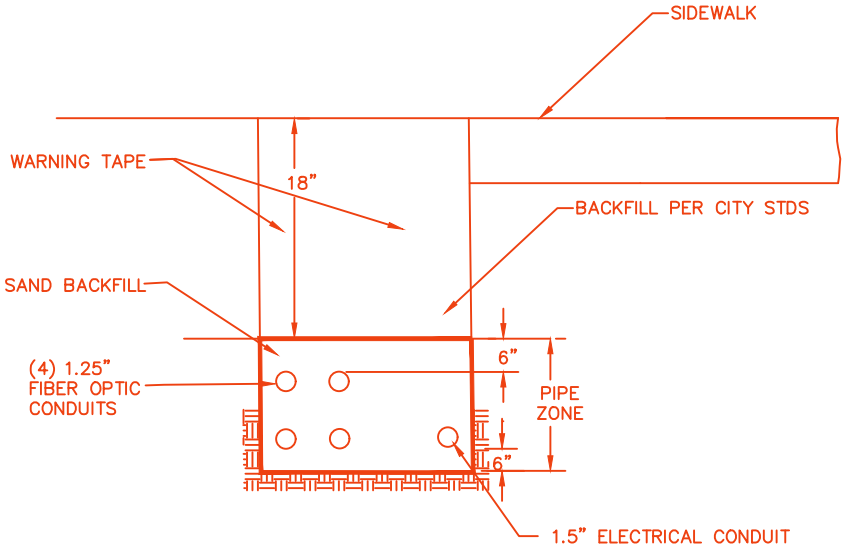
1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

LANDSCAPING

LS-11

This is a new standard drawing proposed for consideration.



CROSS-SECTION: 1-D TRENCH

CONDUIT: FIBER OPTIC/COMMUNICATION

DATE:	MAY 2020
DRAWING NAME:	ST-40
DRAWN BY:	JRP
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

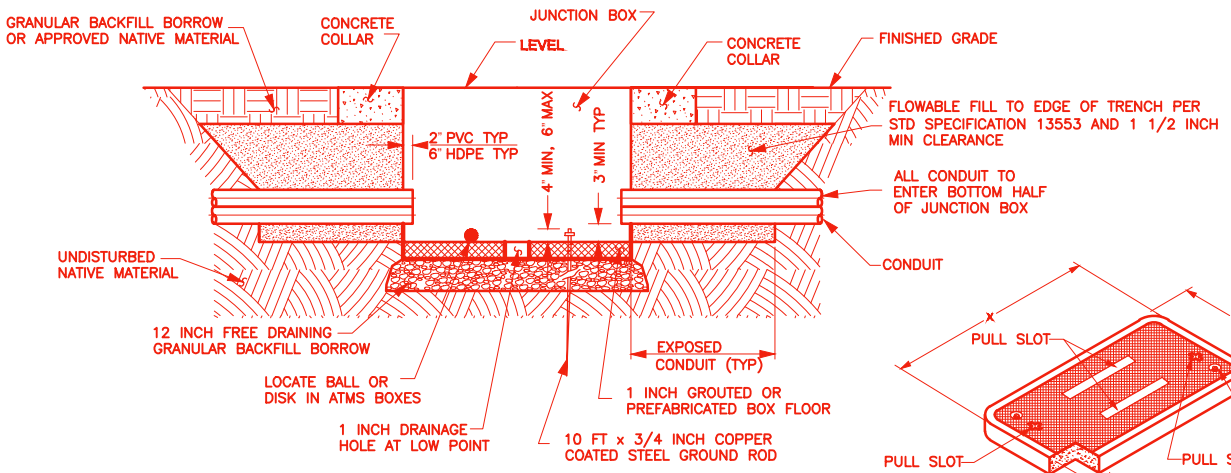
SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS,
UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

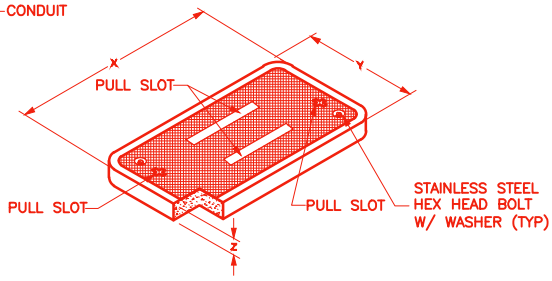
STANDARD DETAILS

STREET STANDARDS

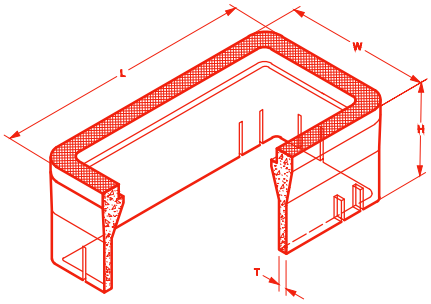
ST-40



JUNCTION BOX CONDUIT PENETRATION DETAIL

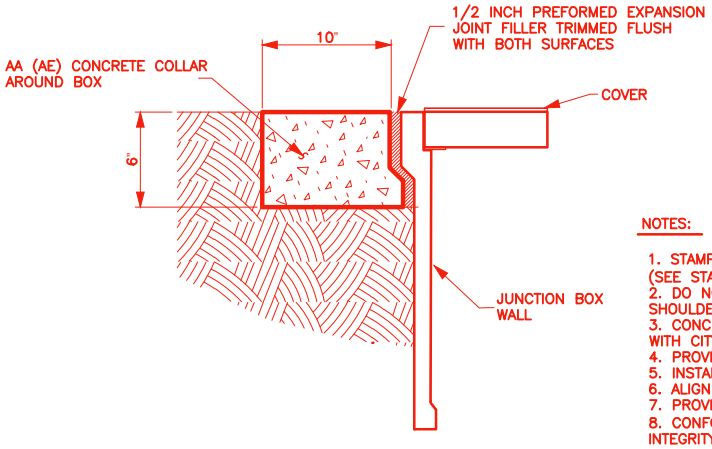


This is a new standard drawing proposed for consideration.



BOX AND LID DIMENSION

BOX TYPE	"H" inch	"L" inch	"T" inch	"W" inch	"X" inch	"Y" inch	"Z" inch
I-PC	24	25	1 ½	16	23 ¼	13 ¾	2
II-PC	24	37 ⅝	1 ½	28	35 ⅝	24	3
III-PC	24	49 ⅝	2	32 ¼	47 ⅝	30 ½	3



NOTES:

1. STAMP BOX AND LOGO INTO THE LID FROM THE FACTORY. (SEE STANDARD SPECIFICATION 05133)
2. DO NOT PLACE JUNCTINO BOXES IN THE TRAVELED WAY OR ON THE FREEWAY SHOULDERS.
3. CONCRETE COLLAR WIDTH VARIES WHEN ADJACENT TO OTEHR IMPROVEMENTS. CONSULT WITH CITY INSPECTOR AS REQUIRED.
4. PROVIDE CONCRETE COLLARS EXCEPT WITHIN CONCRETE PAVED AREAS.
5. INSTALL CONDUIT PLUG PER STANDARD SPECIFICATION 05133.
6. ALIGN ATMS CONDUIT BY COLOR ON EACH SIDE OF THE JUNCTION BOX.
7. PROVIDE TYPE III-PC JUNCTINO BOXES WITH A SPLIT LID.
8. CONFORM TO ANSI/SCTE-77 2007 SPECIFICATION FOR UNDERGROUND ENCLOSURE INTEGRITY TIER 22 LOADING FOR ALL JUNCTION BOXES.

JUNCTION BOX CONCRETE COLLAR DETAIL

POLYMER CONCRETE JUNCTION BOX

DATE:	MAY 2020
DRAWING NAME:	ST-39
DRAWN BY:	JRP
CHECKED:	APPROVED:

REVISIONS

REVISION	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

1307 N. COMMERCE DR. #200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 801-766-9794

STANDARD DETAILS

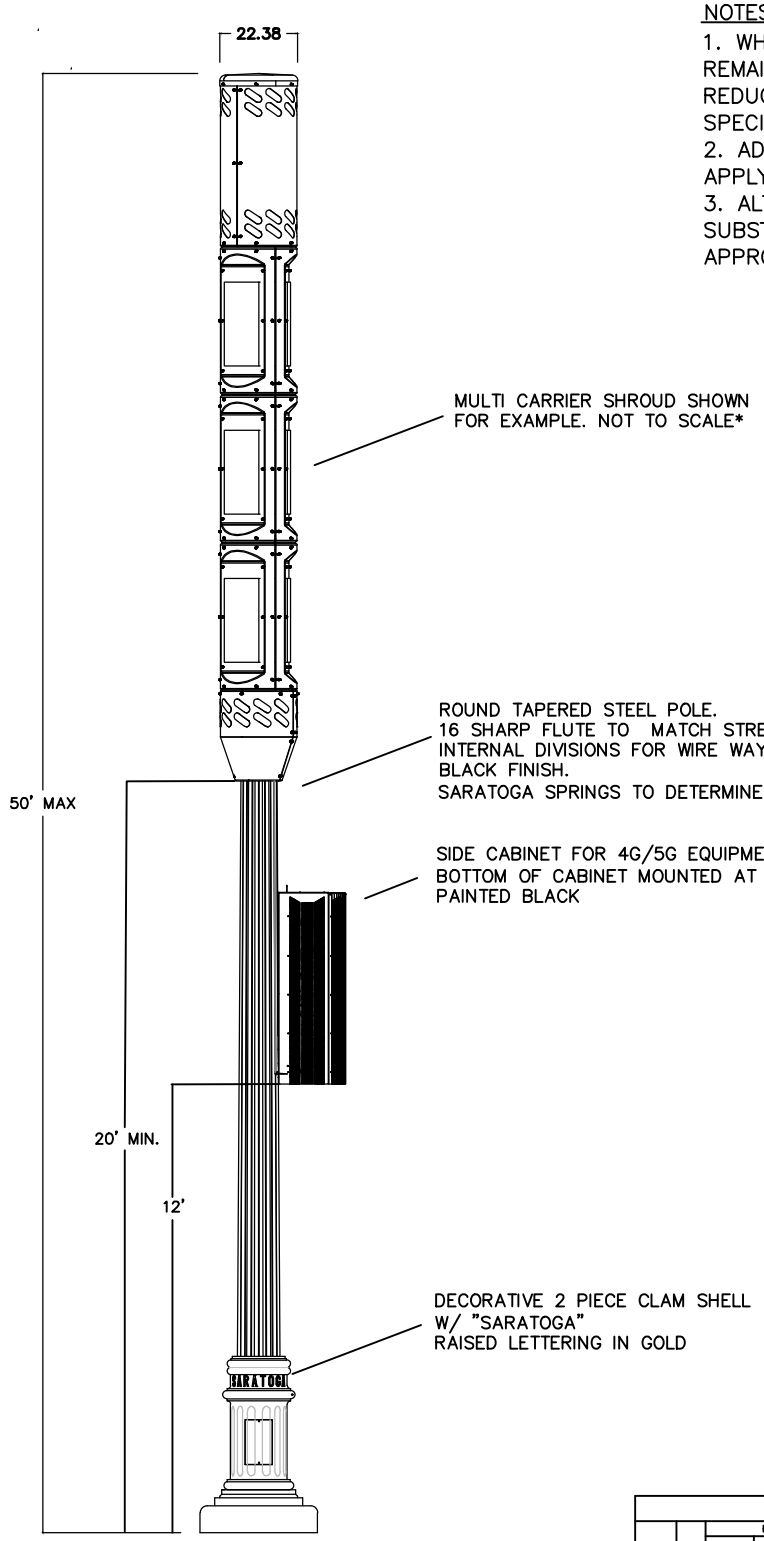
STREET STANDARDS

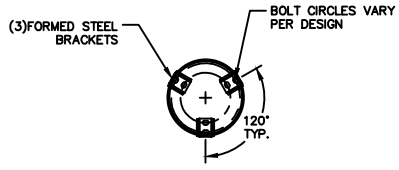
ST-39

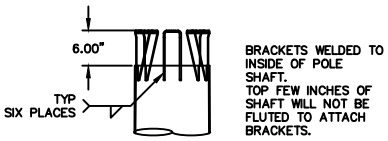
NOTES:

1. WHERE OVERHEAD POWER LINES WILL REMAIN, THE HEIGHT OF THE POLE MAY BE REDUCED TO THE MINIMUM CLEAR DISTANCE SPECIFIED BY THE POWER COMPANY.
2. ADDITIONAL UDOT REQUIREMENTS MAY APPLY.
3. ALTERNATIVE PRODUCTS MAY BE SUBSTITUTED IF DEEMED TO BE EQUAL AND APPROVED BY THE CITY.

This is a new standard drawing proposed for consideration.







INTERNAL DIVIDERS

POLE DATA

ITEM	QTY.	POLE TUBE				POLE BASE				ANCHOR BOLT			
		BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	SQUARE "S" (IN)	BOLT CIRCLE "Y" (IN)	THK. "M" (IN)	HOLE "Z" (IN)	DIA. "K" (IN)	LENGTH "J" (IN)	HOOK OR THREAD "H" (IN)	THREAD LENGTH "U" (IN)
1	1	13.00	10.20	20.00	7	18.00	17.00	1.50	1.50	1.25	42.00	6.00	6.00

WIRELESS SUPPORT STRUCTURE-MONOPOLE FOR SMALL CELL WIRELESS FACILITIES

DATE: OCTOBER 2018

DRAWING NAME: LP-6

DRAWN BY: JRP

CHECKED:

APPROVED:

REVISIONS

REV	DATE	BY	COMMENTS

SARATOGA SPRINGS CITY

1307 N. COMMERCE DR.
#200, SARATOGA SPRINGS, UT 84045
PHONE: 801-766-9793
FAX: 8017669794

STANDARD DETAILS

STREET LIGHTS

LP-6A

ORDINANCE NO. 20-19 (5-19-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, AMENDING THE STANDARD TECHNICAL SPECIFICATIONS AND DRAWINGS MANUAL FOR THE CITY OF SARATOGA SPRINGS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Saratoga Springs last adopted updates the Engineering Standards and Specification manual on February 18, 2020; and,

WHEREAS, the City needs to have current standards and specifications with respect to the development and installation of public improvements; and,

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare that the attached modifications and amendments to the City's Standard Technical Specifications and Drawings be adopted.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah does hereby ordain as follows:

SECTION I - ENACTMENT

The amendments to City's Standard Technical Specifications and Drawings attached as Exhibit A.

SECTION II- AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III - EFFECTIVE DATE

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

SECTION IV - SEVERABILITY

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

SECTION V - PUBLIC NOTICE

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

1. deposit a copy of this ordinance in the office of the City Recorder; and
2. publish notice as follows:
    a. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    b. 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 19th day of May, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

City Council Staff Report

Author: Gordon Miner, City Engineer
Subject: Reimbursement Agreements for Northshore Phases 1, 2
Date: May 19, 2020
Type of Item: Legislative Action

CITY OF SARATOGA SPRINGS

1. Summary: The developer of the Subject plats, D.R. Horton, Inc., will install City system improvements.

2. Funding Sources: Impact fee credits and impact fee funds in a funded budget cycle.

A. Drinking Water: $35,573.57
B. Secondary Water: $649,785.70
C. Sewer: $0
D. Storm Drain: $311,637.81

3. Review:

The subdivision improvement engineering plans were accepted for construction. The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.

4. Alternatives: The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

Adoption

"I move to approve the attached resolution for the City to enter into the Phase 1 and 2 reimbursement agreements with D.R. Horton, Inc. for system improvements being installed with the subject development."

Alternative Motion with Modifications

"I move to approve the attached resolution for the City to enter into the Phase 1 and 2 reimbursement agreements with D.R. Horton, Inc. for system improvements being installed with the subject development, with the following modifications:"

A. _____
B. _____
C. _____

Negative Motion

"I move to deny the attached resolution for the City to enter into this reimbursement agreement."

5. Attachments:

A. Proposed Reimbursement Agreement
B. Proposed Resolution

RESOLUTION NO. R20-24 (5-19-20)

RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING REIMBURSEMENT AGREEMENTS FOR NORTHSHORE PHASE 1 AND 2.

WHEREAS, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Northshore Phases 1, 2 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including irrigation, drinking water, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements ("System Improvements") within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENTS for Northshore Phase 1 and 2, attached hereto and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENTS for Northshore Phase 1 and 2, attached as Exhibit A, is approved and the City Manager is authorized to sign said Agreements. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 19th day of May, 2020.

City of Saratoga Springs

_____

Jim Miller, Mayor

Attest:

_____

Cindy LoPiccolo, City Recorder

EXHIBIT A

PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT
(Northshore – Phase 1)

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT is made and entered into as of the ___ day of _____, 2020, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the "City," and D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement pertaining to approximately 136 acres of property located in the City of Saratoga Springs to be developed primarily as a mixed-residential project known as "*Northshore*" (the "Project"). The Project will be developed in accordance with said Development Agreement and the Northshore Neighborhood Plan approved by the City Council on September 4, 2018 (the "Neighborhood Plan"), as the same may be amended. The approved Neighborhood Plan and Development Agreement are collectively referred to herein as the "Project Approvals" with respect to each phase or plat of the Project that is the subject of such Project Approvals;

WHEREAS, the Developer is required by the Project Approvals to install certain public improvements within the Project and outside the boundaries of the Project; and

WHEREAS, Developer is entitled to reimbursements for certain public improvements, including "system improvements" and improvements oversized per the City's request. This Agreement is intended to set forth the City's reimbursement obligations with respect to the public improvements described below, the Developer's Obligations, and to confirm the manner and timing of such reimbursements.

WHEREAS, Developer has completed the public improvements in Phase 1 of the Project, and desires to confirm the terms of its reimbursement rights for the Phase 1 public improvements that qualify for reimbursement, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Phase I Improvements; Phase I Reimbursement Amounts**. Developer has installed the Phase 1 improvements listed in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Improvements") at Developer's cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and interest expense. Without limiting the general scope of the preceding sentence, the Improvements that Developer has installed, and the reimbursements to be paid to Developer by the City, include the following items and amounts:

(i) Secondary Water Lines (PI Lines). As shown in the spreadsheet attached hereto as Exhibit A, Developer installed certain oversized improvements for an offsite secondary water line

(pressurized irrigation or "PI Line") including 1,420 linear feet of 18" PVC pipe and 2,479 linear feet of 20" PVC pipe with all of the required sleeves, valves, thrust blocks, loops, reducers and related improvements from 400 South to Northshore Drive at a cost of $543,312.00. The offsite secondary waterline is not part of the City's current IFFP and is thus only eligible for reimbursement for the cost increase to upsize from 12-inch PVC pipe needed as a "project improvement" to the City requested master planned improvement sizes of 18" and 20" PVC pipe actually installed. If the offsite secondary improvements had been designed, sized, and installed solely to meet the needs of the "project improvement", costs would have been $226,875.00 Accordingly, the cost differential to be reimbursed to Developer for the offsite secondary waterline is **$316,437.00** (i.e., $543,312.00 minus $226,875.00 equals $316,437.00 as set forth in Exhibit A hereto).

Developer also installed 1,022 linear feet of 16" PVC pipe along Northshore Drive with related improvements at a cost of **$95,526.20.** The 16" PVC pipe along Northshore Drive is part of the City's current IFFP thus eligible for 100% reimbursement.

The total amount to be reimbursed to developer for secondary water improvements is **$411,963.20** (i.e., $313,437 plus $95,526.20 equals $411,963.20 as set forth in Exhibit A hereto).

(ii) Drinking Water Line. The new drinking water line installed by Developer runs along the east side Northshore Drive. A pre-existing drinking water line existed on the west side of Northshore Drive and would have been sufficient for the Project, but, at the City's request, a new drinking water line was installed by Developer on the east side of Northshore Drive at a different depth. Developer is entitled to be reimbursed 100% for any increase in costs pertaining to installing a new drinking water line and related improvement vs. using the existing waterline as outlined in Exhibit A hereto, which reimbursement amount is **$24,006.57**.

(iii) Stormwater Outfall Improvements. At the City's request, Developer has installed a new box culvert and stormwater outfall lines. A portion of the stormwater improvements qualify as "system improvements" for which Developer is entitled to reimbursement. The amount that shall be reimbursed to Developer is $**311,637.81.**

(iv) 903 Square Feet of Land. At the City's request, Developer dedicated to the City an extra 903 square feet of land at the intersection of Pony Express Parkway and Northshore Drive (Southeast corner), and the City has agreed to reimburse Developer for the value of said land either through cash reimbursement or by increasing the amount of land to be traded by City to Developer pursuant to the Development Agreement. The parties agree that the amount to be reimbursed to Developer for this extra land is **$2,500.00** (to be paid to Developer if an equivalent increased amount of land is not traded to Developer).

2. **System Approval and Inspection**. Developer shall install the Improvements described above in accordance with City ordinances, standards, construction drawings, and Project Approvals. The Improvements shall be approved by the City, and inspections shall be conducted by the City to ensure that the Improvements are constructed per City standards.

3. **Warranty and Dedication**. Upon completion, if Developer has not already done so, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements and proof of payment of such costs. Upon successful completion of the Improvements and acceptance in writing by the City, Developer shall also provide a Warranty Bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of 1 year (the Warranty Bond may be on the same form as a Performance Bond). Upon successful completion, approval by the City, and posting of a Warranty Bond by Developer, and expiration of the Warranty period, the City shall accept, own, operate, and maintain the Improvements provided the Improvements have continued to meet City standards during the 1 year Warranty period. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements, and Developer will not retain any ownership interest of the dedicated Improvements.

4. **Payment of Reimbursement Amounts**. The City is obligated to reimburse Developer for each of the "reimbursement amounts" described in Section 1 above (which is the combined total amount of **$750,107.58**; provided, however, that the amounts to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the estimates) and no individual line-item cost shall exceed more than ten percent (10%) of the estimated costs as shown in Exhibit A hereto unless the City approves the change in writing. The City shall satisfy its reimbursement obligations under this Agreement as follows:

(i) After said Improvements have been constructed and installed, the actual expenses incurred by Developer for these Improvements shall be verified, and the City shall reimburse Developer for the expenses (consistent with the provisions in Section 1 above) as follows: (i) first, to the fullest extent possible and without unreasonable delay, the City shall reimburse Developer by cash payment (and reimburse the cash impact fees previously paid by Developer for units in Phase 1); and (ii) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its sole discretion, the remaining amount owed to Developer shall be reimbursed by providing the developer a credit against the applicable impact fees (i.e., secondary water impact fees, etc.). Developer shall pay any remaining balance not offset by such credits, or, if the cost of these Improvements exceed the amounted owed by the developer for plats that have been previously recorded, the City shall provide the developer a credit against any future applicable impact fees for plats not yet recorded. The full amount of the reimbursement obligations shall be satisfied using one or any combination of these methods. To the extent the Developer has unused credits against impact fees, such credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the credits. The credits granted hereunder shall never expire, and shall remain valid until all of the credits have been used/applied.

(ii) Notwithstanding anything herein to the contrary, Developer acknowledges that City is required to pay Lake Mountain Mutual Water Company $2,000 from each drinking water impact fee collected by City pursuant to a settlement agreement dated February 2, 2005. Developer hereby agrees that the City may withhold $2,000 from each drinking water impact fee Developer pays and that the reimbursement amount shall be paid or credited only in an amount equal to the

remainder of the drinking water impact fee after payment of the $2,000 settlement amount for each equivalent residential connection.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the Improvements, rather than receiving credit against impact fees over time. To the extent that impact fee credits are used to satisfy reimbursement obligations, the credits shall be sufficient to fully reimburse Developer by the time the last building permit is issued for this Project. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the system improvements as part of a funding plan (if the Improvements are not already the subject of the City's IFFPs).

5. **Full Compensation**. The Developer hereby agrees that the reimbursement amounts described in Sections 1 and 4 shall constitute the full and entire amount of reimbursement payable to Developer for the subject Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to said Improvements. When the City has fulfilled its reimbursement obligations under this Agreement, Developer agrees to waive any and all claims related to unconstitutional takings and illegal exactions related to any of the improvements listed herein.

6. **No Accrual of Interest**. The parties expressly agree that the reimbursement amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

7. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer:	D.R. Horton, Inc. Attn: Boyd Martin 12351 South Gateway Park Place Suite D-100 Draper, UT 84020
With a copy to:	Melissa Trunnell Regional Counsel 11241 Slater Avenue NE, Suite 120 Kirkland, WA 98033 Telephone: 425-307-6268
If to the City:	City of Saratoga Springs Attn: City Engineer 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793

Facsimile: (801) 766-9794

With a copy to: City of Saratoga Springs
Attn: City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
Telephone: (801) 766-9793
Facsimile: (801) 766-9794

8. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all reimbursement amounts described in this Agreement.

9. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendments**. This Agreement may be amended only in writing signed by the parties hereto.

11. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

12. **Incorporation of Recitals**. The recitals above are incorporated herein by this reference as a part of this Agreement.

13. **Effect.** Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the MDA or other Project Approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the MDA, and shall be construed and performed accordingly.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party ("assignee") so long as the City agrees in writing, such approval not to be withheld unreasonably, and a written instrument is executed by the Developer and assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Limitation of Damages.** In any action related to the obligations contained in this Agreement, the parties' remedy for breach shall be limited to specific performance only. Also, Developer may not claim individual liability on the part of any City officer, employee, or official.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

By:_____
City Recorder

CITY OF SARATOGA SPRINGS

_____
City Manager

"DEVELOPER"

D.R. Horton, Inc.

_____
By:_____
Its:_____

State of Utah)
:ss
County of Salt Lake)

On this _____day of_____, 2020, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of D.R. Horton, Inc., a Delaware corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

Improvements (Secondary Water, Drinking Water and Stormwater)

Secondary Water

PH 1 Off-Site PI Line from 400 S to Northshore Dr: Upsize Reimbursement				
Description	**Qy**	**Unit**	**Price**	**Amount**
Actuals				
Install 18" PVC and 20" PVC Lines from 400 S				
Connect to Existing 18" near public safety building	1	LS	$ 8,000.00	$ 8,000.00
Install 18" C900 PVC DR-18	1420	LF	$ 70.70	$ 100,394.00
Install 20" C900 PVC DR-18	2479	LF	$ 89.00	$ 220,631.00
Exploratory Work to find existing HDPE to verify sewer bridge design	1	LS	$ 3,821.00	$ 3,821.00
Connect to Existing 24" HDPE under River	2	EA	$ 6,450.00	$ 12,900.00
18" Sleeve	1	EA	$ 1,945.00	$ 1,945.00
20" Sleeve	1	EA	$ 2,755.00	$ 2,755.00
18" Butterfly Valve	3	EA	$ 5,395.00	$ 16,185.00
20" Butterfly Valve	6	EA	$ 5,880.00	$ 35,280.00
18" Bend with Thrust Block	2	EA	$ 2,930.00	$ 5,860.00
20" Bend with Thrust Block	15	EA	$ 3,555.00	$ 53,325.00
20x6 Tee with Reducers to 6"	1	EA	$ 5,915.00	$ 5,915.00
24" Cross	1	EA	$ 10,200.00	$ 10,200.00
18x24 Reducer	1	EA	$ 4,150.00	$ 4,150.00
20x24 Reducer	3	EA	$ 6,090.00	$ 18,270.00
20x16 Reducer	1	EA	$ 2,920.00	$ 2,920.00
24" Blind Flange	2	EA	$ 2,415.00	$ 4,830.00
Select Imported Backfill	3540	TON	$ 10.15	$ 35,931.00
			Subtotal	**$ 543,312.00**
Project Required				
Install 12" PVC to Pony Express, then 16" PVC to Northshore Dr				
Connect to Existing 18" near public safety building	1	LS	$ 4,500.00	$ 4,500.00
Install 12" C900 PVC DR-18	2491	LF	$ 36.00	$ 89,676.00
Install 16" C900 PVC DR-18	1408	LF	$ 52.00	$ 73,216.00
Connect to Existing 24" HDPE under River	2	EA	$ 4,000.00	$ 8,000.00
12" Sleeve	2	EA	$ 850.00	$ 1,700.00
12" Butterfly Valve	6	EA	$ 2,000.00	$ 12,000.00
16" Butterfly Valve	3	EA	$ 4,890.00	$ 14,670.00
12" Bend with Thrust Block	14	EA	$ 1,000.00	$ 14,000.00
16" Bend with Thrust Block	3	EA	$ 2,300.00	$ 6,900.00
16x6 Tee with Reducers to 6"	1	EA	$ 2,213.00	$ 2,213.00
Select Imported Backfill	3119	TON	$ 10.15	$ 31,657.85
			Subtotal	**$ 226,875.00**
			Difference	**$ 316,437.00**

16" PI Line Running up Northshore Dr--100% Reimbursement				
Phase 1--Northshore Dr				
Install 16" C900 PVC DR-18	1022	LF	$ 52.00	$ 53,144.00
16" Tee	1	EA	$ 2,213.00	$ 2,213.00
16" Cross with Reducers	1	EA	$ 6,285.00	$ 6,285.00
16" Bend with Thrust Block	1	EA	$ 2,300.00	$ 2,300.00
16" Butterfly Valve	4	EA	$ 4,890.00	$ 19,560.00
Stub and plug 16" with 2" Blow-off	1	EA	$ 2,605.00	$ 2,605.00
Select Imported Backfill	928	TON	$ 10.15	$ 9,419.20
			Subtotal	**$ 95,526.20**
			Total PI PH 1	**$ 411,963.20**

Drinking Water

PH 1 Culinary Waterline Along Northshore Dr: 100% Reimbursement				
Description	**Qy**	**Unit**	**Price**	**Amount**
Misc. Connections and Hydrants as per Original Approved Plan:				
Connect New 8" WL to Exist. 12" WL @ Northshore Dr & Pilot	1	LS	$ 4,000.00	$ (4,000.00)
Connect New 8" WL to Exist. 12" WL @ Northshore Dr & Seaside	1	LS	$ 4,000.00	$ (4,000.00)
Connect New 8" WL to Exist. 12" WL @ Northshore Dr & Batten	1	LS	$ 2,700.00	$ (2,700.00)
12" Butterfly Valve on Exist. 12" WL	6	EA	$ 2,000.00	$ (12,000.00)
8" Gate Valve at Connections	5	EA	$ 1,921.00	$ (9,605.00)
8" PVC Waterline with Sand Pipezone	150	LF	$ 21.80	$ (3,270.00)
Select Backfill	196	TON	$ 10.13	$ (1,985.48)
Fire Hydrant on Exist. 12" WL	2	EA	$ 5,400.00	$ (10,800.00)
			Total	**$ (48,360.48)**
Revised Design due to City not Wanting to Maintain Exist. 12" WL at 11 plus ft Deep:				
Install New 8" PVC--South End at Saratoga Rd				
Connect to Existing 8" DIP	1	LS	$ 3,474.50	$ 3,474.50
Install 8" C900 PVC	170	LF	$ 28.70	$ 4,879.00
Fire Hydrant Complete	1	EA	$ 6,380.00	$ 6,380.00
8" Tee with Thrust Block	1	EA	$ 1,025.00	$ 1,025.00
8x6 Reducer	1	EA	$ 783.00	$ 783.00
8" Gate Valve	1	EA	$ 1,905.00	$ 1,905.00
8" 45 Deg Bend with Thrust Block	2	EA	$ 1,034.00	$ 2,068.00
8" Vertical 45 Deg Bend with Thrust Block	2	EA	$ 1,090.00	$ 2,180.00
Asphalt Restoration--Trail	1	LS	$ 2,340.00	$ 2,340.00
Traffic Control	1	LS	$ 750.00	$ 750.00
Select Imported Backfill	174	TON	$ 10.15	$ 1,766.10
			Subtotal	**$ 27,550.60**
Install New 8" PVC--North End at Pony Express Rd				
Connect to Existing 8" DIP	1	LS	$ 3,905.00	$ 3,905.00
Install 8" C900 PVC	65	LF	$ 28.70	$ 1,865.50
Abandon South Leg of Tee after Testing and Final Connections	1	LS	$ 1,029.00	$ 1,029.00
8" Tee with Thrust Block	1	EA	$ 1,025.00	$ 1,025.00
8" Gate Valve	2	EA	$ 1,905.00	$ 3,810.00
Select Imported Backfill	50	TON	$ 10.15	$ 507.50
			Subtotal	**$ 12,142.00**
Abandonment of Existing 8" DIP				
Abandon in-place existing 8" DIP with flowable fill	960	LF	$ 11.80	$ 11,328.00
Select Imported Backfill	75	TON	$ 10.15	$ 761.25
			Subtotal	**$ 12,089.25**
Install New 8" PVC--North End at Pilot				
Install 8" C900 PVC	180	LF	$ 28.70	$ 5,166.00
Fire Hydrant Complete	1	EA	$ 6,380.00	$ 6,380.00
8" Tee with Thrust Block	1	EA	$ 1,025.00	$ 1,025.00
8" Gate Valve	1	EA	$ 1,905.00	$ 1,905.00
2" Temp Blowoff	2	EA	$ 2,202.00	$ 4,404.00
Select Imported Backfill	168	TON	$ 10.15	$ 1,705.20
			Subtotal	**$ 20,585.20**
			Total Revised Plans	**$ 72,367.05**
			Difference	**$ 24,006.57**
			Total Culinary PH 1	**$ 24,006.57**

Storm Water

Northshore Storm Water Outfall Cost Sharing Phase 1				
Reimbursement amount based on Flow model			**$**	**387,948.35**
Reimbursement amount based on Upsize model			**$**	**197,172.00**
		Delta	$	190,776.35
		Split 60 % City	$	114,465.81
		Split 40% Developer	$	76,310.54
		Total Reimbursment	**$**	**311,637.81**

PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT
(Northshore – Phase 2)

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT is made and entered into as of the ___ day of _____, 2020, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the "City," and D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement pertaining to approximately 136 acres of property located in the City of Saratoga Springs to be developed primarily as a mixed-residential project known as "*Northshore*" (the "Project"). The Project will be developed in accordance with said Development Agreement and the Northshore Neighborhood Plan approved by the City Council on September 4, 2018 (the "Neighborhood Plan"), as the same may be amended. The approved Neighborhood Plan and Development Agreement are collectively referred to herein as the "Project Approvals" with respect to each phase or plat of the Project that is the subject of such Project Approvals;

WHEREAS, the Developer is required by the Project Approvals to install certain public improvements within the Project and outside the boundaries of the Project; and

WHEREAS, Developer is entitled to reimbursements for certain public improvements, including "system improvements" and improvements oversized per the City's request. This Agreement is intended to set forth the City's reimbursement obligations with respect to the public improvements described below, the Developer's Obligations, and to confirm the manner and timing of such reimbursements.

WHEREAS, Developer intends to construct and install certain public improvements in Phase 2 of the Project that qualify for reimbursement from the City in accordance with the terms and provisions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Phase 2 Improvements and Reimbursement Amounts**. Developer will install the Phase 2 improvements listed in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Improvements") at Developer's cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and interest expense. Without limiting the general scope of the preceding sentence, the Improvements that Developer intends to install, and the reimbursements to be paid to Developer by the City, include the following items and amounts:

(i) Upsized Secondary Water Line ("PI" Line). As shown in the spreadsheet attached hereto as Exhibit A, Developer installed certain oversized improvements for an on-site secondary waterline including 421 linear feet of 16-inch waterline in Northshore Drive and 1,372 linear feet

of 16-inch waterline in Bearing Drive with all of the required fittings, valves, thrust blocks, loops, reducers and related improvements at a cost of $**237,822.50**. The 16" PVC pipes along Northshore Drive and Bearing Drive are part of the City's current IFFP thus eligible for 100% reimbursement.

(ii) Upsized Drinking Water Line. As shown in the spreadsheet attached hereto as Exhibit A, Developer installed certain oversized improvements for an on-site drinking waterline including 419 linear feet of 12-inch waterline beginning in Slip Lane and proceeding through Vessel Court at which point a new connection was made to Well #2. Included in this work are all of the required fittings, valves, thrust blocks, loops, reducers and related improvements at a cost of $31,934.00. The drinking waterline is not part of the City's current IFFP and is thus only eligible for reimbursement for the cost increase to upsize from 8-inch PVC pipe needed as a "project improvement" to the City requested master planned improvement sizes of 12" PVC pipe actually installed. If the drinking waterline improvements had been designed, sized, and installed solely to meet the needs of the "project improvement", costs would have been $20,367.00 Accordingly, the cost differential to be reimbursed to Developer for the drinking waterline is **$11,567.00** (i.e., $31,934.00 minus $20,367.00 equals $11,567.00 as set forth in Exhibit A hereto).

2. **System Approval and Inspection**. Developer shall install the Improvements described above in accordance with City ordinances, standards, construction drawings, and Project Approvals. The Improvements shall be approved by the City, and inspections shall be conducted by the City to ensure that the Improvements are constructed per City standards.

3. **Warranty and Dedication**. Upon completion of the Improvements, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements and proof of payment of such costs. Upon successful completion of the Improvements and acceptance in writing by the City, Developer shall also provide a Warranty Bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of 1 year (the Warranty Bond may be on the same form as a Performance Bond). Upon successful completion, approval by the City, and posting of a Warranty Bond by Developer, and expiration of the Warranty period, the City shall accept, own, operate, and maintain the Improvements provided the Improvements have continued to meet City standards during the 1 year Warranty period. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements, and Developer will not retain any ownership interest of the dedicated Improvements.

4. **Payment of Reimbursement Amounts**. The City is obligated to reimburse Developer for the "reimbursement amount" described in Section 1 above (**$249,389.50**); provided, however, that the amount to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the estimates) and no individual line-item cost shall exceed more than ten percent (10%) of the estimated costs as shown in Exhibit A hereto unless the City approves the change in writing. The City shall satisfy its reimbursement obligations under this Agreement as follows:

(i) After said Improvements have been constructed and installed, the actual expenses incurred by Developer for these Improvements shall be verified, and the City shall reimburse Developer for the expenses (consistent with the provisions in Sections 1 and 4 above) as follows: (i) first, to the fullest extent possible and without unreasonable delay, the City shall reimburse

Developer by cash payment (and reimburse the cash impact fees previously paid by Developer for units in Phase 2, if any); and (ii) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its sole discretion, the remaining amount owed to Developer shall be reimbursed by providing the developer a credit against the applicable impact fees (i.e., secondary water impact fees). Developer shall pay any remaining balance not offset by such credits, or, if the cost of these improvements exceed the amounted owed by the developer for plats that have been previously recorded, the City shall provide the developer a credit against any future applicable impact fees for plats not yet recorded. The full amount of the reimbursement obligations shall be satisfied using one or any combination of these methods. To the extent the Developer has unused credits against impact fees, such credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the credits. The credits granted hereunder shall never expire, and shall remain valid until all of the credits have been used/applied.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the improvements, rather than receiving credit against impact fees over time. To the extent that impact fee credits are used to satisfy reimbursement obligations, the credits shall be sufficient to fully reimburse Developer by the time the last building permit is issued for this Project. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the system improvements as part of a funding plan (if the improvements are not already the subject of the City's IFFPs).

5. **Full Compensation**. The Developer hereby agrees that the reimbursement amounts described in Sections 1 and 4 shall constitute the full and entire amount of reimbursement payable to Developer for the subject Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to said Improvements. When the City has fulfilled its reimbursement obligations under this Agreement, Developer agrees to waive any and all claims related to unconstitutional takings and illegal exactions related to any of the improvements listed herein.

6. **No Accrual of Interest**. The parties expressly agree that the reimbursement amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

7. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: D.R. Horton, Inc.
Attn: Boyd Martin
12351 South Gateway Park Place
Suite D-100
Draper, UT 84020

With a copy to:	Melissa Trunnell Regional Counsel 11241 Slater Avenue NE, Suite 120 Kirkland, WA 98033 Telephone: 425-307-6268
If to the City:	City of Saratoga Springs Attn: City Engineer 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794
With a copy to:	City of Saratoga Springs Attn: City Attorney 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794

8. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all reimbursement amounts described in this Agreement.

9. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendments**. This Agreement may be amended only in writing signed by the parties.

11. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

12. **Incorporation of Recitals**. The recitals above are incorporated herein by this reference as a part of this Agreement.

13. **Effect.** Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the MDA or other Project Approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the MDA, and shall be construed and performed accordingly.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party ("assignee") so long as the City agrees in writing, such approval not to be withheld unreasonably, and a written instrument is executed by the Developer and assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Limitation of Damages.** In any action related to the obligations contained in this Agreement, the parties' remedy for breach shall be limited to specific performance only. Also, Developer may not claim individual liability on the part of any City officer, employee, or official.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

By:_____
City Recorder

CITY OF SARATOGA SPRINGS

_____
City Manager

"DEVELOPER"

D.R. Horton, Inc.

_____
By:_____
Its:_____

State of Utah)
:ss
County of Salt Lake)

On this _____day of_____, 2020, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of D.R. Horton, Inc., a Delaware corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

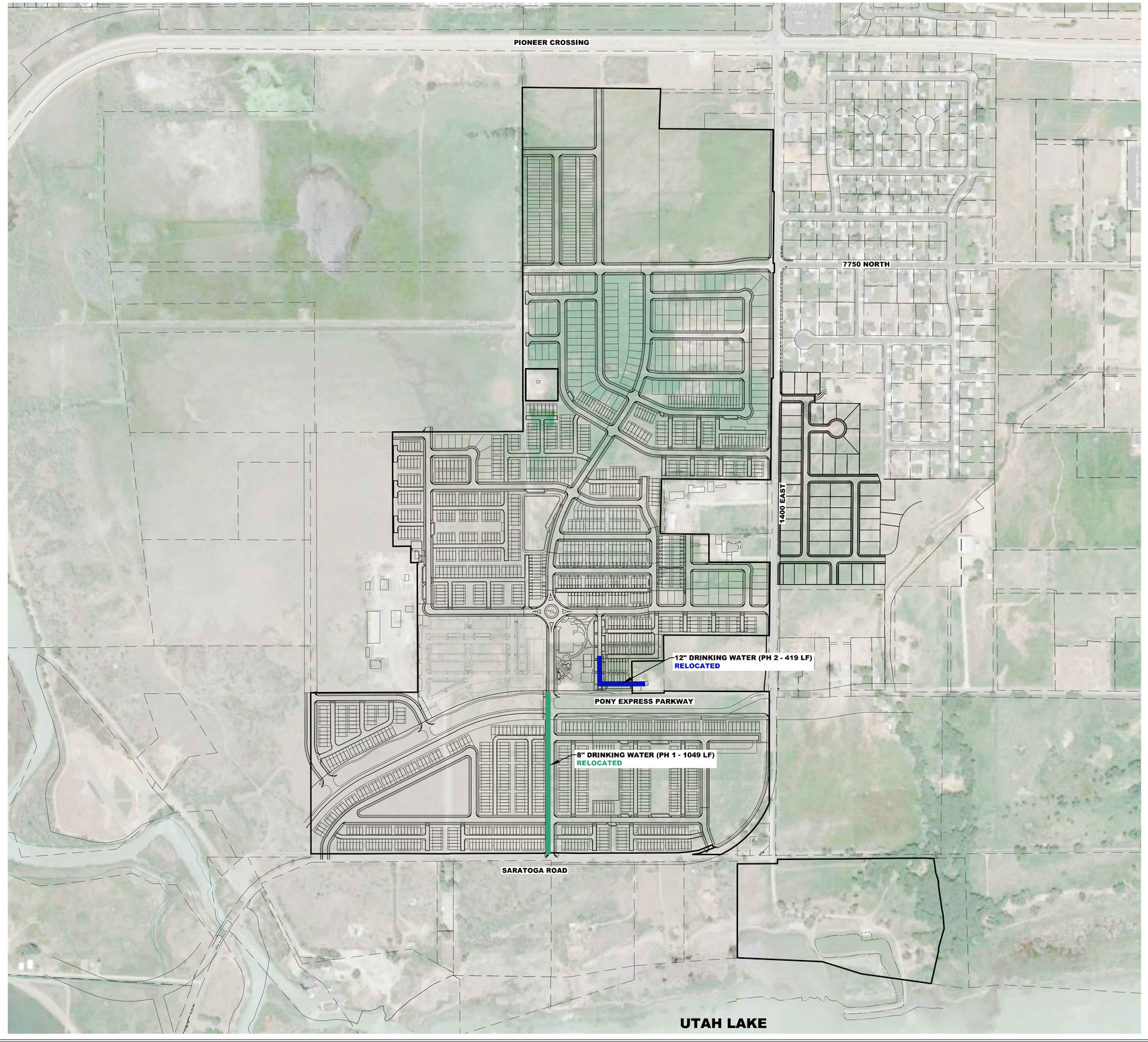
Improvements (Secondary Water and Drinking Water)

Secondary Water

Phase 2--Northshore Dr					
Install 16" C900 PVC DR-18	883	LF	$	54.00	$ 47,682.00
16" Bend with Thrust Block	4	EA	$	2,300.00	$ 9,200.00
16" Butterfly Valve	5	EA	$	4,890.00	$ 24,450.00
Select Imported Backfill	800	TON	$	10.15	$ 8,120.00
				Subtotal	**$ 89,452.00**
PH 2 16" PI Line Bearing Dr East to Saratoga Rd--100% Reimbursement					
Install 16" C900 PVC DR-18	1401	LF	$	54.00	$ 75,654.00
16" x 6" Tee	1	4	$	2,371.00	$ 2,371.00
16" Bend with Thrust Block	5	EA	$	2,300.00	$ 11,500.00
16" Butterfly Valve	7	EA	$	6,500.00	$ 45,500.00
Select Imported Backfill	1271	TON	$	10.50	$ 13,345.50
				Subtotal	**$ 148,370.50**
				Total PI PH 2	**$ 237,822.50**

Drinking Water

PH 2 Culinary Connection to Well #2:					
Description	**Qy**	**Unit**	**Price**		**Amount**
Actuals					
Connect to Existing 8" Well Line	1	LS	$	8,500.00	$ 8,500.00
Install 12" C900 PVC	419	LF	$	31.00	$ 12,989.00
12" 45 Deg Bends with Thrust Block	2	EA	$	1,350.00	$ 2,700.00
12" Tee with Thrust Block	1	Ea	$	1,575.00	$ 1,575.00
12" Butterfly Valve	2	EA	$	3,085.00	$ 6,170.00
				Subtotal	**$ 31,934.00**
Project Required					
Connect to Existing 8" Well Line	1	LS	$	5,000.00	$ 5,000.00
Install 8" C900 PVC	419	LF	$	21.00	$ 8,799.00
8" 45 Deg Bends with Thrust Block	2	EA	$	820.00	$ 1,640.00
8" Tee with Thrust Block	1	Ea	$	1,028.00	$ 1,028.00
8" Gate Valve	2	EA	$	1,950.00	$ 3,900.00
				Subtotal	**$ 20,367.00**
				Difference	**$ 11,567.00**
				Total Culinary PH 2	**$ 11,567.00**



NORTH

SCALE IN FEET: 1"=300'

300 150 0 300

- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NORTHSHORE

CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

UTILITY REIMBURSEMENT EXHIBIT DRINKING WATER

REVISIONS

1 -

2 -

3 -

4 -

5 -

LEI PROJECT #: 2017-0110

DRAWN BY: BLS

CHECKED BY: NKW

SCALE: 1"=300' (PRINTED ON 24x36)

DATE: 3-18-2020

EXHIBIT

1

U:\LEI PROJECTS\2017\2017-0110 MIDJACK PLAN EIPROVISION_SSCADD\CIVIL3D\EXHIBITS\REIMBURSEMENT\17-2010-REIMBURSEMENTS.DWG 3/18/2020 10:51 AM

City Council Staff Report

Author: Gordon Miner, City Engineer
Subject: Reimbursement Agreement for Perelle Meadows Phases 1,2,3
Date: May 19, 2020
Type of Item: Legislative Action

CITY OF SARATOGA SPRINGS

1. Summary: The developer of the Subject plats, AMH Development, LLC, will install City system improvements.

2. Funding Sources: Impact fee credits and impact fee funds in a funded budget cycle.

A. Drinking Water: $0
B. Secondary Water: $397,332.30
C. Sewer: $133,676.30
D. Storm Drain: $113,449.60
E. Open Space (Trails): $135,386.30

3. Review:

The subdivision improvement engineering plans were accepted for construction. The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.

4. Alternatives: The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

<u>Adoption</u>

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with AMH Development, LLC for system improvements being installed with the Subject development."

<u>Alternative Motion with Modifications</u>

"I move to approve the attached resolution for the City to enter into this reimbursement agreement with AMH Development, LLC for system improvements being installed with the Subject development, with the following modifications:"

A. _____
B. _____
C. _____

Negative Motion

"I move to deny the attached resolution for the City to enter into this reimbursement agreement."

5. Attachments:

A. Proposed Reimbursement Agreement
B. Proposed Resolution

RESOLUTION NO. R (DATE)

RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING A DEVELOPMENT AND PUBLIC IMPROVEMENT CONSTRUCTION REIMBURSEMENT AGREEMENT FOR PERELLE MEADOWS PHASES 1, 2, 3.

WHEREAS, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Perelle Meadows Phases 1,2,3 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including roadway, irrigation, sewer, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements ("System Improvements") within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the DEVELOPMENT AND PUBLIC IMPROVEMENTS CONSTRUCTION AND REIMBURSEMENT AGREEMENT, attached hereto and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the DEVELOPMENT AND PUBLIC IMPROVEMENTS CONSTRUCTION AND REIMBURSEMENT AGREEMENT, attached as Exhibit A, is approved and the City Manager is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 19th day of May, 2020.

City of Saratoga Springs

_____

Jim Miller, Mayor

Attest:

_____

Cindy LoPiccolo, City Recorder

EXHIBIT A

DEVELOPMENT AND PUBLIC IMPROVEMENTS CONSTRUCTION AND REIMBURSEMENT AGREEMENT (PERELLE MEADOWS PHASES 1, 2, 3)

THIS DEVELOPMENT AND PUBLIC IMPROVEMENTS CONSTRUCTION AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into as of the ___ day of _____, 2020, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("**City**") and AMH DEVELOPMENT, LLC, a Delaware limited liability company ("**Developer**").

RECITALS:

WHEREAS, Developer is developing residential subdivision ("**Project**") known as the *Perelle Meadows*. The Project is located generally north of 145 North Street and east of Saratoga Road.

WHEREAS, the Project will consist of multiple phases pursuant to approvals which have been, or will be, provided by the City (collectively for the entire Project, and as may be applicable to each phase within the Project, such plans and approvals are the "**Project Approvals**").

WHEREAS, as of the date of this Agreement, the City has approved the construction drawings and final plats for three (3) phases within the Project. A copy of the recorded plats for the Project are attached hereto as **Exhibit A**.

WHEREAS, the Developer is required by the Project Approvals to install certain public infrastructure improvements (as more particularly defined below, the "**Public Improvements**") within the Project and outside the boundaries of the Project as and when Developer develops the Project.

WHEREAS, Developer is entitled, under applicable law to reimbursements for certain of the Public Improvements, including improvements commonly known as "**system improvements**" as defined in Utah Code § 11-36a-102 or "**oversized improvements**" required by City ordinances to be installed by Developer This Agreement is intended to set forth the City's reimbursement obligations with respect to the Public Improvements described herein, and to confirm the manner and timing of such reimbursements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Reimbursable Improvements and Reimbursement Amounts. Developer agrees that as and when Developer develops the Project according the Project Approvals, Developer will install the Public Improvements, as described below, at Developer's cost and expense except where otherwise indicated (i.e. except for portions of the Public Improvements to be constructed by the City, UDOT, etc.). Where Developer is responsible for construction, Developer shall bear the costs

of installation including, but not limited to, engineering, planning, surveying, design, materials, labor, construction costs, and interest expense. However, Developer's obligations are subject to the reimbursement provisions of this Agreement. To the fullest extent allowed under the laws of the State of Utah, Developer shall be reimbursed for all cost of each component of the Public Improvements constructed by Developer which constitute system improvements or oversized improvements which exceed the improvements required by City ordinances to serve the Project (such excess cost with respect to each of the Public Improvements above the improvements required by City ordinances being a "**Reimbursement Amount**") and nothing in this Agreement will obligate Developer to proceed with development of any portion of the Project. A description of the Public Improvements together with the Reimbursement Amounts for which the City is responsible, subject to Section 11 of this Agreement, is set forth below. The contractor's bid containing the estimated total cost of construction of the applicable Public Improvements is attached hereto as **Exhibit B**. Construction coordination, construction management, staking, and surveying costs related to construction of the Public Improvements are further detailed on **Exhibit C** hereto. A table showing the total estimated Reimbursement Amount for reach category of Public Improvements is attached hereto as **Exhibit D**. Developer acknowledges and agrees that infrastructure required by City ordinances to meet the needs of the Project may provide capacity beyond what is required for the needs of the Project. However, Developer agrees that the only infrastructure for which Developer will receive reimbursement are the Public Improvements identified herein.

2. Project Coordination. Developer will coordinate with the City and with other applicable governmental agencies to establish timing and scope for buildout of the Public Improvements identified below. The specific engineering details of Public Improvements will be agreed-to by the parties at, or prior to, the time that construction begins, and such project-specific details may be incorporated into this Agreement by means of future amendments.

3. Sewer Connection and Metering Device. Developer will install a connection to the sewer system main trunk line located within the 145 North Street right of way which is owned and operated by Timpanogos Special Service District ("**TSSD**"). Among other things, Developer will install a metering flume, metering pad, and vault which will allow the City's sewer system to connect with the TSSD's mainline. In addition to the metering device, Developer will install the following: an 8-foot diameter connection manhole on the TSSD main line; one 5-foot diameter manhole; one 4-foot diameter manhole; 109-feet of 8-in diameter sewer pipe and the associated pipe backfill. Developer will also perform traffic control, obtain a road encroachment permit, and perform road restoration work related to installing the metering device, TSSD connection and potential connection for future city servicing. Developer will coordinate with TSSD regarding the design and timing of the installation of the improvements related to the sewer connection and metering device. The Reimbursement Amount for the sewer connection and related infrastructure is estimated to be **$133,676.30** as shown on **Exhibit D**.

4. Secondary Water Improvements. Developer will install secondary water lines and related improvements in Saratoga Road and 145 North Street. Among other things, Developer will install approximately 1950-feet of 16-inch DI main lines together with associated valves, bends, drains, and other equipment, as further detailed on **Exhibit B**. The Reimbursement Amount

for the secondary water lines and related infrastructure is estimated to be **$397,332.30** as shown on **Exhibit D**.

5. **Storm Drain Connection at 145 North Street and Clark Drive.** Developer will install a connection to the City's storm drain system at the intersection of 145 North Street and Clark Drive. Among other things, Developer will design and install one combo box and 115-feet of 30-inch RCP storm drain pipe with associated backfill material, traffic control, road encroachment permit and road restoration work. Developer will coordinate with FFSL, prepare permit documents for City signature and coordinate with FFSL for permit approval. The Reimbursement Amount for the storm water lines and related infrastructure is estimated to be **$49,840.70** as shown on **Exhibit D**.

6. **Storm Drain Line in Saratoga Road.** Developer will install a 704-foot 30-inch diameter RCP storm drain line in Saratoga Road (the $11/ft upsize charge from 24-inch to 30-inch pipe will be paid for by the developer and has been subtracted from the otherwise applicable reimbursement amount, as shown on **Exhibit B**). [The City's design drawings include a large Contech water quality device to be installed on the existing pipe further south from this reimbursement project. Developer will not be installing the water quality device. However, if the City approves modifications to the Developer's plans to not require the installation of water quality devices within the Project, Developer will contribute that cost savings to the cost of the large Contech water quality device. The City will make arrangements with other developers and / or landowners to complete installation of the large Contech water quality device. In addition, the Reimbursable Amount under this Section 6 will be offset by the reduction in the amount of Developer's contribution to the 2154 linear feet of storm drain which will be constructed by another builder, such amount being $17,232.00. The Reimbursement Amount for the secondary water lines and related infrastructure is estimated to be **$63,608.90** as shown on **Exhibit D**.

7. **Dry Creek Trail**. Developer will construct a public access trail along Dry Creek from 145 North through the Project. The public access portion of the trail is part of a regional masterplan for access connecting the Saratoga Springs trail system with other municipal trail systems. The Developer will construct a 1564 foot long and 10 foot wide concrete trail. The Reimbursement Amount for the Dry Creek Trail is estimated to be **$135,386.30** as shown on **Exhibit D**.

8. **System Approval and Inspection**. Developer shall install the Public Improvements described above in accordance with the Project Approvals and applicable City ordinances in force at the time of construction. Upon completion, the City will conduct inspections of the Public Improvements to ensure that the Public Improvements are constructed per applicable City standards. The City will not charge any fees associated with its design review, building/grading/other permit issuance or inspections other than a pro-rata inspection / review fee with the amount based on the proportion by which the Public Improvements installed hereunder exceed the scope of the infrastructure which would otherwise be required for the Project per City ordinances. The City shall approve all Public Improvements which are constructed per City standards after review and inspection, acceptance in writing, and posting of applicable warranty bonds.

9. **Warranty and Dedication**. Upon completion, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) and with the verified actual costs of construction of the Public Improvements (To facilitate preparation of as-built plans, City will provide Developer with complete AutoCad files for designs of Public Improvements that were designed by engineering firms or other consultants acting under the direction of City). Upon successful completion of the Public Improvements and acceptance in writing by the City, Developer shall also provide any bond or surety ("**Warranty Bond**") required under the laws of the State of Utah and applicable City ordinances to ensure that the Public Improvements remain in good condition and free from defects for a period of one (1) year (the Warranty Bond may be on the same form as any bond or surety which the City requires under applicable ordinances for completion of the Public Improvements). When the Public Improvements are complete and approved by the City and the Developer has posted the required Warranty Bond, Developer shall dedicate to the City the portion of the Public Improvements which are intended for public use together with and all facilities, easements, property, and other rights necessary to operate and maintain the Public Improvements and the City shall accept, own, operate, and maintain such portion of the Public Improvements in perpetuity.

10. **Payment of Reimbursement Amounts**. The City is obligated to reimburse Developer for each Reimbursement Amount described and identified above; provided, however, that the amounts to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the estimates set forth in this Agreement or the exhibits and attachments hereto) but shall not exceed 110% of such cost estimates unless the City approves in writing. The data included in **Exhibit B** plan quantities while final reimbursement shall be based on the actual quantities and measurements of work performed during the installation of the Public Improvements which may be evidenced by material tickets and invoices. In no case shall the City be obligated to reimburse Developer for an item until reasonable evidence is provided as to the actual quantities and prices of the installed and accepted Public Improvements. The following terms will apply to the parties' obligations under this Agreement.

a. When the Developer has completed any portion of the Public Improvements, Developer will: (i) submit a written request for the applicable Reimbursement Amount; (ii) post with the City any bond or surety required by the City's ordinances as provided in Section 10, above; (iii) obtain from the City approval if the Public Improvements meet City standards, as provided in Section 9, above; (iv) deliver to the City a certified set of "as-built" drawings for the completed portion of the Public Improvements; and (v) provide reasonable evidence of the actual cost of construction of the completed portion of the Public Improvements.

b. The City will reimburse Developer in the amounts required under this Agreement as follows: (i) Developer may be reimbursed by means of a credit against any development impact fees required in connection applications or permits for development ("**Impact Fees**") which Developer would otherwise owe to the City at the time of residential development, but only to the extent that such Developer will actually owe Impact Fees when residential development occurs; (ii) to the extent the Reimbursement Amounts exceed the amount of Impact Fees which Developer would otherwise be required to pay in connection with the development of the Project, then to the fullest extent possible

under applicable law City shall reimburse Developer by cash payment as allocated by the City Council in accordance with annual budget procedures. The parties recognize the Developer has prepaid Impact Fees in connection with the recording of the plats for the Project in the following amounts: $422,705.07 for Secondary Water Impact Fees and $66,779.10 for Storm Drain Impact Fees (collectively, the "**Prepaid Fees**"). The City will endeavor to segregate the Prepaid Fees from its other accounts such that when Developer has satisfied the conditions for being entitled to credits against Impact Fees under the terms of this Agreement, the City will refund to Developer the Prepaid Fees Nothing in this Agreement will prevent Developer from assigning any Impact Fee credits which accrue hereunder to any other builder or developer.

c. Notwithstanding the foregoing, even prior to time when the Public Improvements are complete and Developer has satisfied the requirements of Section 10(a), above, Developer may offset Impact Fees which would otherwise be due at the recording of any plat for the Project or the issuance of any building permits for homes within the Project with credits arising under the applicable Reimbursement Amounts identified above so long as: (i) Developer has posted with the City a bond or other completion assurance required by the City's ordinances; and (ii) Developer has entered into an improvement construction agreement in a form mutually acceptable to the City and Developer. In the event that Developer uses credits to offset Impact Fees under this Section 10(c) and the actual cost to complete construction of the applicable Public Improvements is less than the amount of the credits used by Developer, Developer will pay to the City the difference between the amount of Impact Fee credits used by Developer and the actual cost of the Public Improvements (such payment being the "**Supplemental Payment**"). The Supplemental Payment, if any, will be due to the City within forty-five (45) days after such Public Improvements are completed and the actual costs determined.

d. To the extent that credits for Impact Fee credits are used to satisfy reimbursement of the Reimbursement Amounts identified above, the City shall, as necessary, amend its Impact Fee Facilities Plans (as applicable, the "**IFFPs**") to incorporate the portion of the Pubic Improvements intended for public use as part of a funding plan (if the Public Improvements are not already the subject of the City's IFFPs).

e. Notwithstanding anything in this Agreement to the contrary, in the event the City changes the design, specifications, or scope of any portion of the system or oversized components of the Public Improvements shown on **Exhibit E** hereto which Developer is required to install and for which City is required by Utah law to provide reimbursement, the City and Developer will work in good faith to modify the estimates for the cost of such system or oversized component of the Public Improvements, and will, as necessary, amend the contractor's bid attached hereto as **Exhibit B**, the construction coordination and management costs shown on **Exhibit C**, and the table of estimated Reimbursement Amounts attached as **Exhibit D** hereto in order to reflect any such modifications to the cost estimates, and the parties will modify **Exhibit E** to reflect the changes to the design, specifications, or scope of the Public Infrastructure. Any changes made to **Exhibit D** will be deemed to automatically effect an amendment to the corresponding numbers referenced in Sections 3, 4, 5, 6, and 7, as applicable, of this

Agreement. Developer will not be required to construct a system or oversized component of the Public Improvements not shown on **Exhibit E** unless the parties agree to an appropriate modification of the cost estimates shown on **Exhibit D**.

11. **Full Compensation**. The Developer hereby agrees that the Reimbursement Amounts described above constitute the full and entire amount of reimbursement payable to Developer for the portion of the Public Improvements which constitute system improvements or oversized improvements. Once the Reimbursement Amounts are paid in full, Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to the Public Improvements.

12. **Ownership and Improvements**. Following dedication of the portion of the Public Improvements intended for public use to the City, the City shall own and maintain such Public Improvements. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under the Project Approvals or any other agreement with the City relating to the installation of Public Improvements or reimbursement for the same.

13. **No Accrual of Interest**. The parties expressly agree that the Reimbursement Amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

14. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer:	AMH Development LLC Attn: Helen Cho 30601 Agoura Road, Suite 200 Agoura Hills, CA 91301 hcho@ah4r.com
With a copy to:	Daniel C. Dansie, Esq. York Howell & Guymon 10610 S. Jordan Gateway, Suite 200 South Jordan, Utah 84095
If to the City:	City of Saratoga Springs Attn: City Manager 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794
With a copy to:	Kevin S. Thurman, Esq.

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

15. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all Reimbursement Amounts described in this Agreement.

16. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17. **Amendments**. This Agreement may be amended only in writing signed by the parties hereto.

18. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

19. **Incorporation of Recitals**. The recitals above are incorporated herein by this reference as a part of this Agreement.

20. **Effect**. Except as specifically set forth herein, nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the Project Approvals. This Agreement is intended to effectuate and implement the reimbursement obligations of the City and shall be construed and performed accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

By:_____
City Recorder

CITY OF SARATOGA SPRINGS

_____
Mayor

DEVELOPER
AMH DEVELOPMENT, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

State of Utah)
:ss
County of _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of AMH Development, LLC.

_____
Notary Public

EXHIBIT A

Recorded Plats for the Project

<u>EXHIBIT B</u>

Contractor's Bid of Project Costs for Public Improvements

Bruder Inc.
1396 West 200 South
Bldg 2 Unit E
Lindon, UT 84042

Phone #
8013103808
E-mail
office@brudercompany.com

Estimate

Date	Estimate #
3/23/2020	423

Customer
American Homes Development 30601 Agoura Rd. Suite 200 Agoura Hills CA 91301 Vendor ID: v0028313

Project
Perelle Meadows 9550 West (Saratoga Rd) 145 North Saratoga Springs, UT City Reimbursements

Description

Description	Qty	Rate	Total
SEWER CONNECTION AND METERING DEVICE			
1) Install meter vault, electrical pad, conduits, Unistrut support system, RTU panel enclosure, power meter box Note - bid does not include RTU panel interior (lump sum)	1	43,780.00	43,780.00
2) 8 ft dia Connection Manhole, road patch	1	37,350.00	37,350.00
3) 5 ft dia Manhole	1	4,800.00	4,800.00
4) 4 ft dia Manhole	1	4,400.00	4,400.00
5) Adjust & Collar SSMH (lump sum)		1,750.00	1,750.00
6) 8" dia PVC Sewer (LnFt)	109	45.00	4,905.00
7) Select Import backfill for sewer A1A - Backfill material for sewer main line trench including 12"-24" below pipe to stabilize base due to excessive water; around 8' cast inplace manhole; around 5' manhole, around 4' manhole and around sewer vault, including base stabilization of all (895 ton)	895	12.00	10,740.00
8) 8" Road Base (replace 145 N St) (sqft)	510	1.25	637.50
9) 5" Asphalt (replace 145 N St) (sqft)	510	5.75	2,932.50
10) Traffic control and road encroachment permit	1	2,150.00	2,150.00
11) Provide and install Meter Flume in vault		7,859.00	7,859.00
12) Dewatering of all sewer work	1	2,400.00	2,400.00
SUBTOTAL			123,704.00
STORM DRAIN @ 145 NORTH AND CLARK DRIVE INTERSECTION			
13) Combo Box	1	4,100.00	4,100.00
14) 30" RCP (LnFt)	115	70.00	8,050.00
15) Flared end section	1	625.00	625.00
16) Storm Drain Bedding Materials (ton) A1-A Backfill	100	13.00	1,300.00
17) Road cut demo and patch 4" asphalt over8" road base for storm drain crossing (lump sum)		2,400.00	2,400.00
		Total	

Bruder Inc.
1396 West 200 South
Bldg 2 Unit E
Lindon, UT 84042

Phone #
8013103808
E-mail
office@brudercompany.com

Estimate

Date	Estimate #
3/23/2020	423

Customer
American Homes Development 30601 Agoura Rd. Suite 200 Agoura Hills CA 91301 Vendor ID: v0028313

Project
Perelle Meadows 9550 West (Saratoga Rd) 145 North Saratoga Springs, UT City Reimbursements

Description

Description	Qty	Rate	Total
18) Cut loop into existing water main due to conflict with new 30" storm drain crossing. With dewatering	1	9,542.00	9,542.00
19) Install (2) butterfly valves on existing water main with valve can and concrete collar.		12,985.00	12,985.00
20) Select import backfill material for loop and valve work. (ton)	125	13.00	1,625.00
21) Road cut demo and patch 4" asphalt over 8" roadbase for water loop work (lump sum)		1,950.00	1,950.00
22) Pass out door flyers notice/Traffic control/Encroachment permit - message boards	1	2,750.00	2,750.00
SUBTOTAL			45,327.00
TRAIL ALONG DRY CREEK			
23) 10' wide 6" concrete trail with 8" of roadbase (sqft)	15,640	7.50	117,300.00
24) 9" Granular Borrow A1a	743	13.00	9,659.00
SUBTOTAL			126,959.00
SARATOGA ROAD STORM DRAIN SYSTEM -Gilson Engineering Design			
Set Price for 30"			
25) Demo and removal of 2 trees in easement right-of-way	2	600.00	1,200.00
26) Install 30" RCP storm pipe (LnFt)	704	70.00	49,280.00
27) Credit to upsize from 24" to 30" - to be paid by the developer - North Section		-5,632.00	-5,632.00
Note: Due to limited access on all sides and above, and the additional traffic control measures. The loading of all excavation to trucks to be transported off importing all backfill materials while not impeding single lane of traffic. The cost to install 24" RCP is $65 per foot. That put a credit from the upsize to 30 inch at $5.00 per foot, at 704 feet for the first section and 1450 feet for the section south of the intersection to the lake. The total credit comes to (2154 ft X $5.00) - $10,770. We have adjusted in favor of the city at $8.00 per foot credit. This brings the total credit to (2154 ft X $8) $17232			
28) Credit - Length of RCP from intersection going south to lake (1450' X 8.00)		-11,600.00	-11,600.00
29) 3- 60" storm manholes	3	4,500.00	13,500.00
30) Loop 14" culinary water main	1	7,800.00	7,800.00
31) 1-Core tie into existing storm drain manhole	1	4,500.00	4,500.00
		Total	

Bruder Inc.
1396 West 200 South
Bldg 2 Unit E
Lindon, UT 84042

Phone #
8013103808
E-mail
office@brudercompany.com

Estimate

Date	Estimate #
3/23/2020	423

Customer
American Homes Development 30601 Agoura Rd. Suite 200 Agoura Hills CA 91301 Vendor ID: v0028313

Project
Perelle Meadows 9550 West (Saratoga Rd) 145 North Saratoga Springs, UT City Reimbursements

Description

Description	Qty	Rate	Total
32) Road cuts/demo traffic control and road patch	1	8,350.00	8,350.00
33) Remove existing fire hydrant	1	4,850.00	4,850.00
34) Import select trench backfill material and top with 6" of road base compacted (ton)	978	13.00	12,714.00
35) Credit for 3 Contech Unisom SR boxes	3	8,925.60	-26,776.80
Note - At the time of Storm Drain install, we had bid these out to be installed at $6925 each based off pricing of approved comparable units			
SUBTOTAL			58,185.20
SECONDARY WATERLINE - Hansen Allen Luce Design			
36) Locate and tie onto existing stub - small cut, patch and repair work	1	1,500.00	1,500.00
37) 16X6 reducing 4-way to allow for blow-off and connection of 16" line	1	1,450.00	1,450.00
38) Install 16" D.I. PC350 P.I. Main (LnFt)	1,950	89.00	173,550.00
39) Install 16" joint restraints on 16" Field Loc 350 gasket	38	350.00	13,300.00
40) Install dip and loop/step at intersection of 145 N and Saratoga Rd. Road cut/patch. Traffic control, dewatering and extra shoring.	1	41,750.00	41,750.00
41) Due to excessive water table and unstable soil conditions, along with multiple existing utilities in the way of this loop, 4 well points will need to be drilled and installed at 20' deep	4	3,000.00	12,000.00
42) Connect 4" drain to storm drain manhole.	1	7,200.00	7,200.00
43) Bore under box culvert and install. Flow fill backfill per plan	1	22,750.00	22,750.00
44) Air vac and vault on 16" per drawing PI-8	1	4,250.00	4,250.00
45) Dip deflection drop at station 23 +00 and install 4" drain into storm drain box	1	6,850.00	6,850.00
46) 4" Gate valves	2	950.00	1,900.00
47) 16" Tees and bends	9	2,710.00	24,390.00
48) 16" Butterfly valves	7	3,875.00	27,125.00
49) 16'X6" reducer	1	2,450.00	2,450.00
50) Road patch (8'x740'), Road base 8" and 5" asphalt, cut and demo (sqft)	5,920	5.58	33,033.60
51) Trench import backfill material - A1A (ton)	1,375	13.00	17,875.00
		Total	

Bruder Inc.
1396 West 200 South
Bldg 2 Unit E
Lindon, UT 84042

Phone #
8013103808
E-mail
office@brudercompany.com

Estimate

Date	Estimate #
3/23/2020	423

Customer
American Homes Development 30601 Agoura Rd. Suite 200 Agoura Hills CA 91301 Vendor ID: v0028313

Project
Perelle Meadows 9550 West (Saratoga Rd) 145 North Saratoga Springs, UT City Reimbursements

Description

Description	Qty	Rate	Total
SUBTOTAL			391,373.60
	Total		745,548.80

EXHIBIT C

Cost of Construction Coordination, Staking, and Surveying

INVOICE

Invoice no. 1310a
August 7, 2019

American Homes 4 Rent
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
805.413.5300

Project: **Perelle Meadows Subdivision**

Task: **Sewer Connection and Meter Station - 145 North and Clark Drive**

T&M Services

Design of features related to IFFP Sewer Meter and Connection to TSSD
Flume, Vault, Meter station, manhole connection, piping, etc
Design includes multiple alternate layouts and coordination with city and TSSD.
Prepare TSSD connection application docs for city signature

Construction Staking
Coordination with contractor and sub during construction

	Hrs	Rate	Fee
Sr Enginer PE	27.5	$ 145	$ 3,987.50
Surveyor PLS	6	$ 135	$ 810.00
Survey Crew	18	$ 150	$ 2,700.00
Sr Designer	18	$ 80	$ 1,440.00
Technician	0	$ 40	$ -
Mileage	60	$ 0.58	$ 34.80
Bond Plots	0	$ 2.00	$ -
INVOICE TOTAL			$ 8,972.30

PAID

Task not yet completed- Budget $1000
Post construction survey and preparation of record drawing

Please remit payment to:

TWIN PEAKS, PC
2264 North 1450 East, Lehi UT 84043

INVOICE

Invoice no. 1310b
August 7, 2019

American Homes 4 Rent
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
805.413.5300

Project: **Perelle Meadows Subdivision**

Task: **Storm Drain Connection across 145 North at Clark Drive**

T&M Services

Design of features related to IFFP Storm drain Crossing 145 North Street
30-inch RCP, Combo Box, Water Line Loop
Design, including multiple alternate layouts, sizes, slopes and coordination with city.
Coordinate with City Engineer and Consultant Rollins Brown Gunnell re option to pipe to lake
Update to include water line loop.
Survey pothole of existing water line
Coordinate with FFSL and prepare permit application docs

	Hrs	Rate	Fee
Sr Enginer PE	12	$ 145	$ 1,740.00
Surveyor PLS	1	$ 135	$ 135.00
Survey Crew	3	$ 150	$ 450.00
Sr Designer	8.5	$ 80	$ 680.00
Technician	0	$ 40	$ -
Mileage	15	$ 0.58	$ 8.70
Bond Plots	0	$ 2.00	$ -
INVOICE TOTAL			$ 3,013.70

PAID

Tasks not yet completed - Budget $1500
Construction Staking
Coordination with contractor during construction
City Preconstruction meeting
Post construction survey and preparation of record drawing

Please remit payment to:

TWIN PEAKS, PC
2264 North 1450 East, Lehi UT 84043

INVOICE

Invoice no. 1315a
October 25, 2019

American Homes 4 Rent
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
805.413.5300

Project: **Perelle Meadows Subdivision**

Task: **Regional Trail along Dry Creek**

T&M Services

10 ft wide concrete trail
Design, including multiple alternate layouts, sizes, slopes, materials, etc
Coordination with connection to Lehi City
Coordination with Saratoga City regional trail plan
Evaluate trail safety features, easement language, liability issues

	Hrs	Rate	Fee
Sr Enginer PE	28.5	$ 145	$ 4,132.50
Surveyor PLS	0	$ 135	$ -
Survey Crew	0	$ 150	$ -
Sr Designer	22	$ 80	$ 1,760.00
Technician	0	$ 40	$ -
Mileage	60	$ 0.58	$ 34.80
Bond Plots	0	$ 2.00	$ -
INVOICE TOTAL			$ 5,927.30

PAID

Tasks not yet completed - Budget $2500
Construction Staking
Coordination with contractor during construction
City Preconstruction meeting if needed

Please remit payment to:

TWIN PEAKS, PC
2264 North 1450 East, Lehi UT 84043

INVOICE

Invoice no. 1332a
January 29, 2020

American Homes 4 Rent
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
805.413.5300

Project: **Perelle Meadows Subdivision**

Task: **Saratoga Road Storm Drain System - South of White Street**

T&M Services

Note: Storm Drain Pipe system was designed by Gilson Eng under contract with Saratoga Springs City
Twin Peaks services included the following:
Provide design files to Gilson
Review initial Gilson design plans in 2018, provide constructibility feedback
Review revised Gilson design plans (June 2019)
Stake designed manholes for preconstruction meeting Jan 2020
Site meeting with city inspector Jan 2020
Coordinate issues related to existing gas line proximity to proposed SD

	Hrs	Rate	Fee
Sr Enginer PE	7	$ 145	$ 1,015.00
Surveyor PLS	0	$ 135	$ -
Survey Crew	6	$ 150	$ 900.00
Sr Designer	0	$ 80	$ -
Technician	0	$ 40	$ -
Mileage	15	$ 0.58	$ 8.70
Bond Plots	0	$ 2.00	$ -
INVOICE TOTAL			$ 1,923.70

PAID

Tasks not yet completed - Budget $3500
Final Construction Staking
Coordination with contractor during construction
Addl City Preconstruction meeting if needed
Post construction survey and preparation of record drawing

Please remit payment to:

TWIN PEAKS, PC
2264 North 1450 East, Lehi UT 84043

INVOICE

Invoice no. 1332b
January 29, 2020

American Homes 4 Rent
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
805.413.5300

Project: **Perelle Meadows Subdivision**

Task: **Secondary Water System - Saratoga Road and 145 North Street**

T&M Services

Note: Secondary water line was designed by Hansen Allen Luce under contract with Saratoga Springs City
Twin Peaks services included the following:
Provide design files to HAL
Review HAL design plans in 2019, provide feedback to city regarding proposed line on Cook property
Mtg w City to review connections near white street, DR Horton site, and Clark Drive
Coordinate design concerns from contractor and relay to city inspectors

	Hrs	Rate	Fee
Sr Enginer PE	10	$ 145	$ 1,450.00
Surveyor PLS	0	$ 135	$ -
Survey Crew	0	$ 150	$ -
Sr Designer	0	$ 80	$ -
Technician	0	$ 40	$ -
Mileage	15	$ 0.58	$ 8.70
Bond Plots	0	$ 2.00	$ -
INVOICE TOTAL			$ 1,458.70

PAID

Tasks not yet completed - Budget $4500
Construction Staking
Coordination with contractor during construction
City Preconstruction meeting
Post construction survey and preparation of record drawing

Please remit payment to:

TWIN PEAKS, PC
2264 North 1450 East, Lehi UT 84043

EXHIBIT D

Table of Total Anticipated Reimbursement Amounts for Public Improvements

AMH Development

Reimbursement Summary

Sewer Connection		
Bruder	$	123,704.00
Twin Peaks Engineering	$	9,972.30
	$	133,676.30
Storm Drain at 145 North		
Bruder	$	45,327.00
Twin Peaks Engineering	$	4,513.70
	$	49,840.70
Trail		
Bruder	$	126,959.00
Twin Peaks Engineering	$	8,427.30
	$	135,386.30
Saratoga Road Storm Drain System		
Bruder	$	58,185.20
Twin Peaks Engineering	$	5,423.70
	$	63,608.90
Secondary Water Line		
Bruder	$	391,373.60
Twin Peaks Engineering	$	5,958.70
	$	397,332.30
Total	**$**	**779,844.50**

EXHIBIT E

Accepted Construction Plans

MINUTES – CITY COUNCIL

Tuesday, May 5, 2020
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Pursuant to the COVID-19 Federal and State Guidelines, this Meeting was conducted electronically.

City Council Policy Meeting

Call to Order: Mayor Jim Miller called the Meeting to order at 6:02 p.m.

Roll Call:

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

Staff Present: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, Economic Development and Communications Director David Johnson, City Engineer Gordon Miner, Public Works Director Jeremy Lapin, Finance Manager Chelese Rawlings, Planning Director Dave Stroud, Budget Administrator Justin Sorenson, and City Recorder Cindy LoPiccolo.

Invocation by Council Member Willden.
Pledge of Allegiance by Council Member McOmber.

PUBLIC INPUT: None

REPORTS:

City Manager Christensen advised staff has been responding to COVID19 regulations, there have been no issues, staff is waiting to see how Utah County will disperse the funds given to the County, hopefully they will forward those to the cities, and staff will give another update at the next meeting if there is one.

Assistant City Manager Jackson reported following last meeting's work session staff has advised Community Development Partners (CDP) the City does not wish to enter into a public-private partnership to build a recreation facility due to financial and other reasons. He reported staff expressed the City would still like to have them and happy to work with them if they choose to move forward with an application, however, it sounds like they want to do a public-private partnership instead of go on their own and believes they are looking at some other cities. Staff did not close the door completely and will still talk with them, however, this is not the time for the City to move forward.

PUBLIC HEARINGS:

1. **Fiscal Year 2020-2021 Budget**: Resolution R20-. Budget Administrator Justin Sorenson requested this matter be opened tonight for public hearing and then continue the hearing and formal action to June 16, 2020 to allow for any further budget adjustments addressing COVID19 impacts.

DRAFT

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

It was Council consensus to continue the hearing and formal action to the meeting of June 16, 2020.

2. **6th Budget Amendments for Fiscal Year 2019-2020; Resolution R20-20 (5-5-20)**. Budget Administrator Sorenson reviewed proposed budget amendments for FY 2019-2020.

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

Motion by Council Member Carn to approve the 6th Budget Amendments for Fiscal Year 2019-2020 and Resolution R20-20 (5-5-20), was seconded by Council Member McOmber
Vote: Council Members Porter, McOmber, Willden, Carn, and Poduska - Aye
Motion carried unanimously.

BUSINESS ITEMS:

6. **Saratoga Springs Commercial Plat E Preliminary Plat**, Daniel Schmidt Applicant, South of 1303 North Exchange Drive. Mayor Miller reported Business item 6 is postponed to a later date at the Applicant's request.

1. **FY 2019-2020 Third Quarter Financial Update**. Finance Manager Rawlings presented the Third Quarter Financial Statements for FY 2019-2020 through March 31, 2020, showing actuals in comparison to the current budget.

Council Member Willden noted in his review he is grateful to staff and everything being done to be in such a good financial condition, with the potential for a large state reduction in sales tax it has been beneficial the City has been very conservative for approximately the last twelve years and he feels the City is in a very good position and can absorb what it is doing well for quite a while. Being in the financial industry he knows the State is pretty strong and in a good place, and he appreciates what staff has done.

2. **2020 Drinking Water AMI Customer Engagement Contract Award to Langdon Group; Resolution R20-21 (5-5-20).** Economic Development and Public Relations Director Johnson presented the staff report and recommendation to approve the 2020 Drinking Water Advanced Metering Infrastructure (AMI) Customer Engagement contract to The Langdon Group based on the evaluation criteria identified in the RFP and City review committee recommendation. The Central Utah Water Conservancy District (CUWCD) grant for this project comprises $50,000 of the total cost, and is dedicated to promoting customer engagement.

Motion by Council Member Porter to award the 2020 Drinking Water AMI Customer Engagement contract to The Langdon Group, Resolution R20-21 (5-5-20), was seconded by Council Member Willden
Vote: Council Members Carn, McOmber, Porter, Poduska, and Willden – Aye.
Motion carried unanimously.

3. **Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911; Resolution R20-22 (5-5-20)**. City Manager Christensen reported the purpose of the second amendment is to include the City of Pleasant Grove as a member of the agency and modifying how new members in Utah and Juab Counties may be added.

DRAFT

Motion by Council Member Willden to approve the Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911; Resolution R20-22 (5-5-20), was seconded by Council Member Poduska
Vote: Council Members Porter, Willden, Poduska, Carn, and McOmber – Aye.
Motion carried unanimously.

4. **Amendment to Utah County Communities That Care Interlocal Agreement 2019-457; Resolution 20-23 (5-5-20)**. Economic Development and Public Relations Director Johnson presented the staff report and recommendation to approve the proposed amendment to the current 2019-457 Communities That Care Interlocal Agreement with Utah County concerning award of an additional $10,000 to the City to provide for substance abuse prevention services. Council Member Poduska clarified the future renewal contract coming next month certain criteria and expectations will be built into the contract in order to determine the effectiveness of the program.

Motion by Council Member Poduska to approve the amendment to Utah County Communities That Care Interlocal Agreement 2019-457; Resolution 20-23 (5-5-20), was seconded by Council Member Porter
Vote: Council Members Carn, McOmber, Poduska, Willden, and Porter – Aye.
Motion carried unanimously.

5. **2020 Update to Parks, Trails, Recreation, and Open Space Master Plan; Ordinance 20-17 (5-5-20)**. Landmark Design Consultants Lisa Benson and Mark Vlasic presented a review of the proposed 2020 update to the Parks, Trails, Recreation, and Open Space Master Plan. This plan aligns with the priorities of the City Council and residents, and is provided as a guide for the future parks and recreational development.

Council and Staff comment/requests as follows:

- the public survey response was approximately ten percent of population,
- the City has so far maintained a fairly consistent Park Area Ratio (PAR) over time,
- lake area, north Marina, Inlet, and BLM recreational lands were not included in the plan,
- the PAR is based on acreage not quality of amenities,
- other future park lands parks, trails, and other recreational open space acres will be added to fill gaps as development happens,
- request for staff to track and advise Council in regard to future additions to the list including acreage, distribution, and developer created parks and areas, in order to measure progress and filling gaps,
- request to update page 53 to include the Lake Mountain/Lakewood Park sand volleyball court,
- the Equestrian/Motorized class trail is intended to be one or the other,
- request addition of a notation applied to the estimated annual maintenance cost projection identifying the formula used or a statement this is part of the City's asset management program and funds are set aside in the Parks Operating Budget, and
- request to include new Council Member Carn in the Acknowledgments City Council listing in place of past-Council Member Baertsch as the plan is a 2020 Master Plan adopted in 2020.

Council expressed appreciation for the work and effort on the plan.

Motion by Council Member Poduska to approve the 2020 Parks, Trails, Recreation, and Open Space Master Plan with the changes discussed and annual maintenance notation, and Ordinance 20-17 (5-5-20), was seconded by Council Member McOmber
Vote: Council Members Willden, McOmber, Poduska, Carn, and Porter – Aye
Motion carried unanimously.

DRAFT

MINUTES:

1) April 14, 2020.

Motion by Council Member Willden to approve the Minutes of April 14, 2020, was seconded by Council Member Carn
Vote: All - Aye
Motion carried unanimously in Favor.

CLOSED SESSION:

Motion by Council Member McOmber to enter into closed session for the purchase, exchange, or lease of property, discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, was seconded by Council Member Poduska.
Vote: All - Aye
Motion carried unanimously In Favor

The meeting moved to closed session at 7:10 p.m.

Present: Mayor Miller, Council Members McOmber, Willden, Porter, Poduska, and Carn, City Attorney Kevin Thurman, Assistant City Manager Owen Jackson, and City Recorder Cindy LoPiccolo.

Closed Session adjourned at 7:34 p.m.

City Council Policy Meeting (Continued):

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 7:36 p.m.

_____
Jim Miller, Mayor

Attest:

_____
Cindy LoPiccolo, City Recorder

Approved:

DRAFT

MINUTES – CITY COUNCIL

Tuesday, May 19, 2020
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Policy Meeting

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

Roll Call:

Pursuant to the COVID-19 Federal Guidelines, this Meeting will be conducted electronically.

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

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, Senior Planner Tippe Morlan, and Deputy City Recorder Kayla Moss.

Invocation by Council Member Porter
Pledge of Allegiance by Council Member Willden

PUBLIC INPUT: None Submitted

REPORTS: Council Member Porter advised that there has been a lot of good information shared from the Lieutenant Governor's office over the last couple days about phasing from the current phase to the next.

City Manager Christensen advised the City parks opened up as of yesterday because of the change from the orange phase to the yellow phase.

The department reports for building, police, and fire were provided electronically to the Council Members.

Council Member McOmber thanked the first responders for all of the efforts they have made during the COVID-19 pandemic.

BUSINESS ITEMS:

1) **Wildflower Commercial Rezone / General Plan Amendment, DAI Utah Nate Shipp and Dan Herzog Applicant, Northwest Corner of Mountain View Corridor and SR-73; Ordinance 20-18 (5-19-20).**
Senior Planner Tippe Morlan gave the briefing on this item to the Council.

City Council Member Porter asked if they were actually changing the zones for the community plan or just establishing which zones they would be comfortable with.

Council Member Willden asked if they have specified how much of the area needs to be commercial.

Senior Planner Morlan advised they have outlined where the commercial zones need to be in the project, but the amount of commercial will be addressed with the village plans.

Motion by Council Member Willden made a motion to approve the Wildflower Commercial Rezone/General Plan Amendment, DAI Utah Nate Shipp and Dan Herzog Applicant, Northwest Corner of Mountain View Corridor and SR-73; Ordinance 20-18 (5-19-20) including all staff findings and conditions and adding condition that uses need to be consistent with the exhibit shown in the council meeting was seconded by Council Member Carn.
Vote: Council Members McOmber, Porter, Carn, and Willden– Aye.
Motion carried unanimously.

2) **Saratoga Springs Commercial Plat E Preliminary Plat, Daniel Schmidt Applicant, South of 1303 North Exchange Drive. (*Continued from May 5, 2020)***
Planner Gina Grandpre presented this to the Council. This is the DABC property just south of Tractor Supply. It is 2.01 acres zoned as regional commercial.

Council Member Porter asked if Exchange Drive will go all the way to the SLR property.

Planner Grandpre advised that it will, and will eventually connect with Medical Drive.

Motion by Council Member Porter made a motion to approve the Saratoga Springs Commercial Plat E Preliminary Plat, Daniel Schmidt Applicant, South of 1303 North Exchange Drive was seconded by Council Member Willden.
Vote: Council Members McOmber, Porter, Carn, and Willden– Aye.
Motion carried unanimously.

3) **Revisions to the City's Standard Technical Specifications and Drawings; Ordinance 20-19 (5-19-20).**
City Engineer Gordon Miner advised that there were two major updates to the standards and specifications that need to be made and that opened them up to change more things in the technical specifications and drawings. The most notable change being the change to minor arterials. It previously only had three lanes so it didn't improve the capacity much. The new minor arterial road will now have five lanes. Another big change is the requirement for low impact development. The state wants to keep rain where it fell so the new standards reflect that. The permit requires that each development retain .41 inches or precipitation, with the caveat that it is feasible.

Council Member Porter wondered if there were any restrictions on where 5G cell towers can be placed, or if they can be in front yards or anywhere else.

City Manager Christensen advised that the cell towers are restricted to road widths that are a certain size.

Council Member McOmber is also concerned about these possibly being in front of homes.

City Attorney Kevin Thurman advised that these would not be allowed on a residential local road. They would have to be placed on a collector or arterial road. They have to be placed at a 60 foot cross foot section or larger.

Motion by Council Member Carn made a motion to approve the Revision's to the City's Standard Technical Specifications and Drawings; Ordinance 20-19 (5-19-20) was seconded by Council Member Willden.
Vote: Council Members McOmber, Porter, Carn, and Willden– Aye.
Motion carried unanimously.

4) **Reimbursement Agreements for Northshore Phases 1, 2, D.R. Horton, Inc.; Resolution R20-24 (5-19-20).**
City Manager Christensen advised that they have long negotiated these agreements. This is to enhance the development of the neighborhoods.

Motion by Council Member McOmber to approve the Reimbursement Agreements for Northshore Phases 1, 2, D.R. Horton, Inc; Resolution R20-24 (5-19-20) was seconded by Council Member Porter.
Vote: Council Members McOmber, Porter, Carn, and Willden– Aye.
Motion carried unanimously.

5) **Reimbursement Agreement for Perelle-Meadows Phases 1, 2, 3, AMH Development, LLC; Resolution R20-25 (5-19-20).**

Motion by Council Member Porter to approve the Reimbursement Agreement for Perelle-Meadows Phases 1, 2, 3, AMH Development, LLC; Resolution R20-25 (5-19-20) was seconded by Council Member McOmber.
Vote: Council Members McOmber, Porter, Carn, and Willden– Aye.
Motion carried unanimously.

MINUTES:

1. May 5, 2020.

Motion by Council Member Porter to approve the Minutes of May 5, 2020, with the submitted and posted changes, was seconded by Council Member Carn.
Vote: Council Members Porter, McOmber, Willden, and Carn – Aye
Motion carried unanimously.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 6:48 p.m.

Jim Miller, Mayor

Attest:

Cindy LoPiccolo, City Recorder
Approved: 6-2-20

City Council Minutes May 19, 2020