



SARATOGA SPRINGS

Life's just better here

1. 2020-3-17 Cc Agenda

Documents:

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

2. 2020-3-17 Cc Packet

Documents:

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



AGENDA – City Council Meeting

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

CITY OF SARATOGA SPRINGS

Tuesday, March 17, 2020, 6:00 pm

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

WORK SESSION

1. Public-Private Recreational Center.

POLICY MEETING

2. Call to Order.
3. Roll Call.
4. Invocation / Reverence.
5. Pledge of Allegiance.
6. Public Input – This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed on this agenda.

REPORTS:

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Planning, Engineering, Public Works

BUSINESS ITEMS:

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

BUSINESS ITEMS:

1. 2250 North Redwood Road General Plan Amendment, Rezone, Development Agreement, and Concept Plan, Jason Rickards Applicant; Ordinance 20-8 (3-17-20).
2. Wildflower/The Springs Major Community Plan Amendment, Rezone, and General Plan Amendment, DAI Nate Shipp Applicant, Harvest Hills Boulevard and Mountain View Corridor; Ordinance 20-9 (3-17-20).
3. Ring Road General Plan Amendment and Rezone, City-Initiated, Ring Road and Redwood Road; Ordinance 20-10 (3-17-20).
4. Award of Engineering Services Contract for Well #7 Equipping to Hansen, Allen & Luce (HAL); Resolution R20-15 (3-17-20).
5. Award of Engineering Services Contract for Pony Express Parkway Extension to PEPG Engineering; Resolution R20-16 (3-17-20).

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. March 3, 2020.

CLOSED SESSION:

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

ADJOURNMENT

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

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 Council Staff Report

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

Background:

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

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

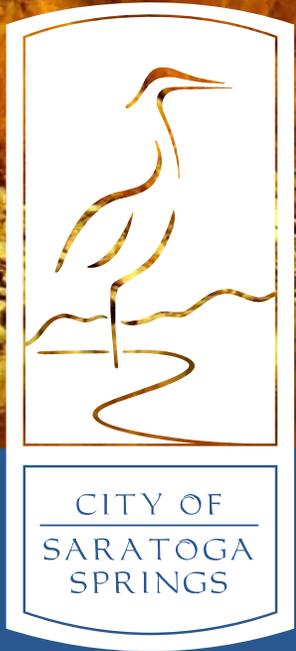
CDP has approached City staff with the following requests from the City as part of a public-private partnership: For the Council's ease Items are noted as having a (One-time) or (Ongoing) fiscal impact note although the exact amount will need to be identified at a future time.

Proposed City Partnership Items:

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

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

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



Planning Department March 2020 Update

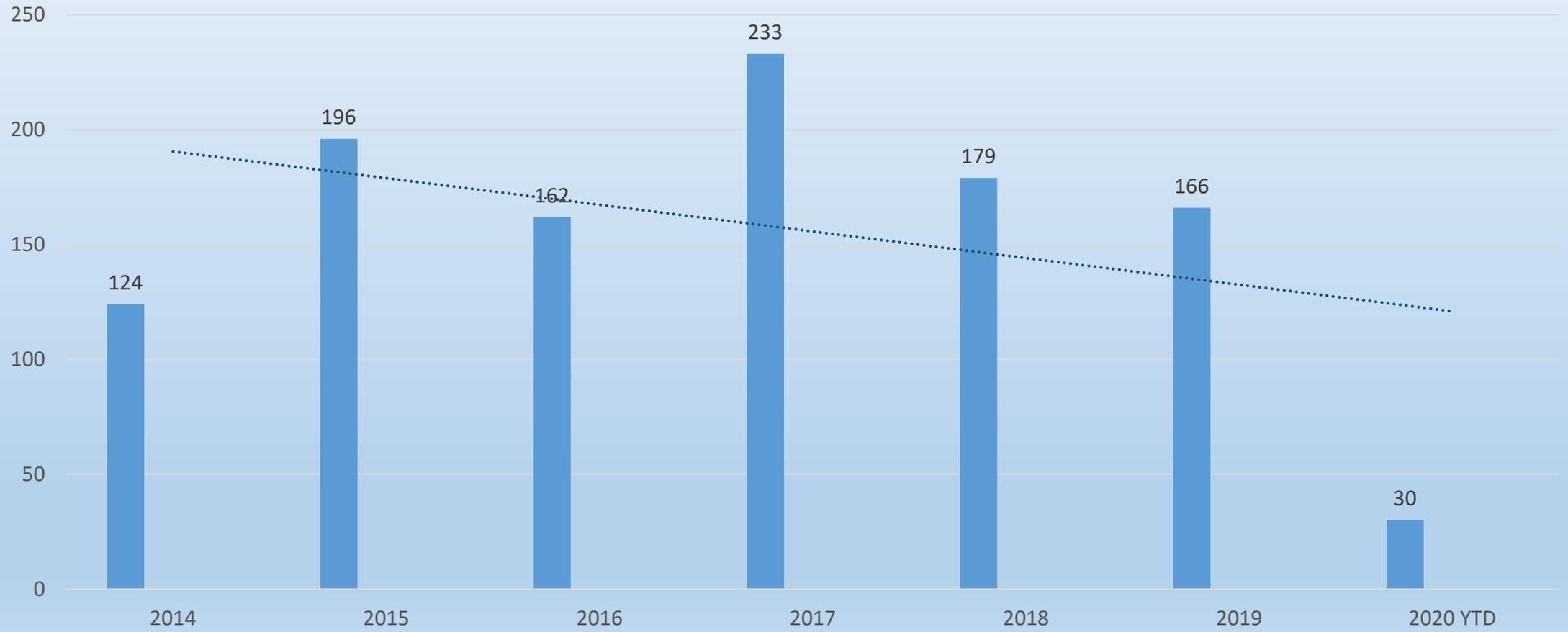


2020 Q1 Highlights

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

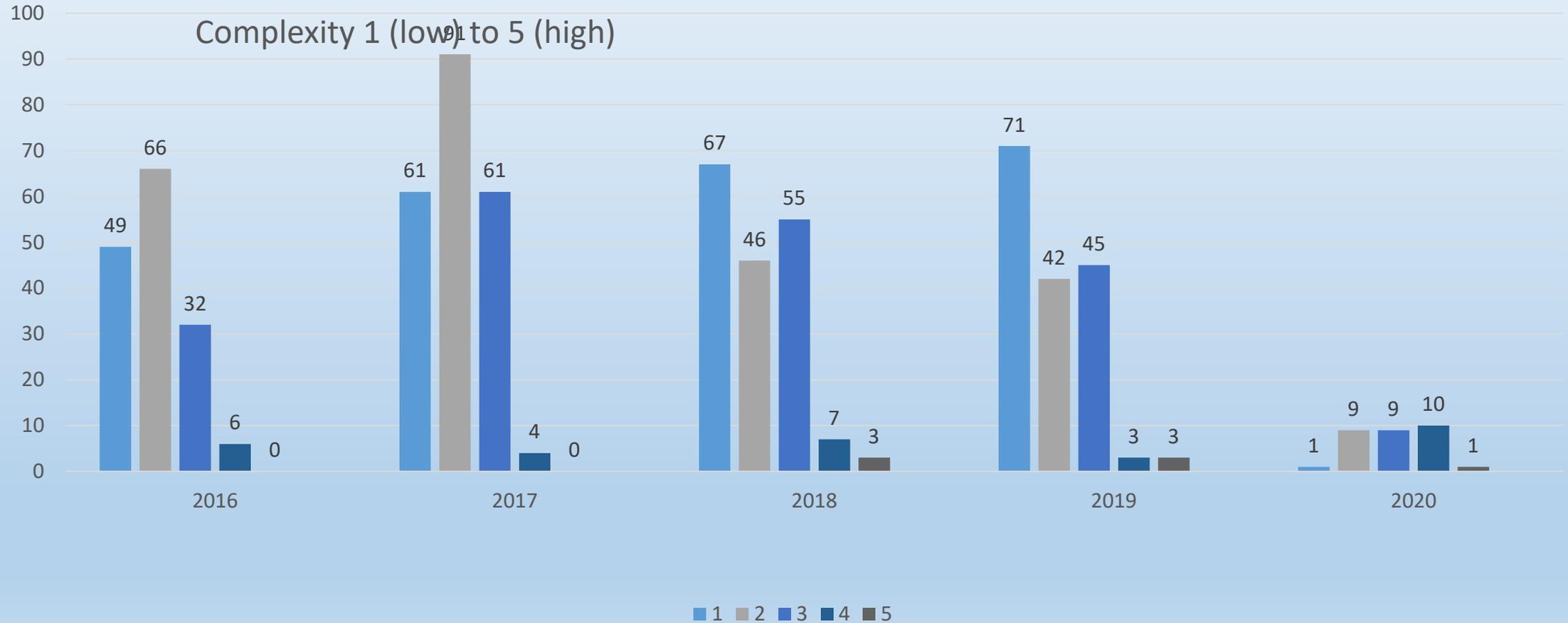


Applications 2014-2020



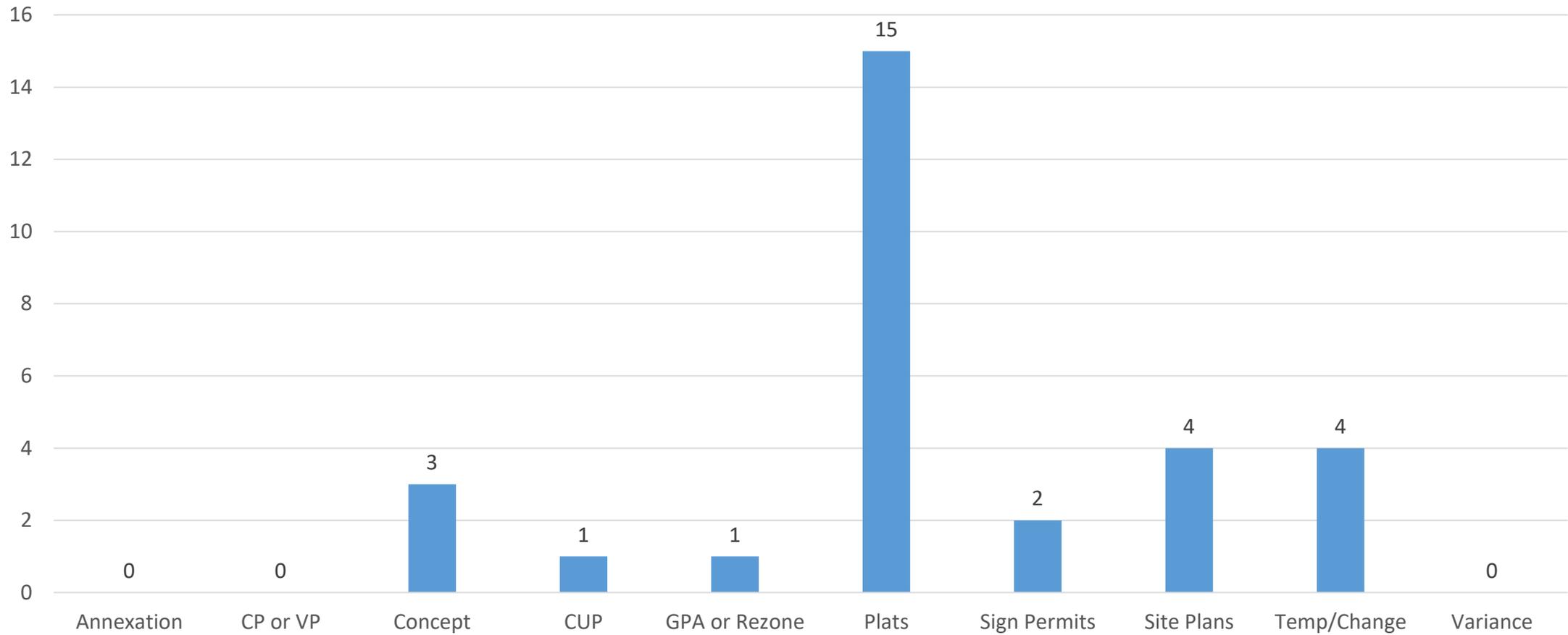


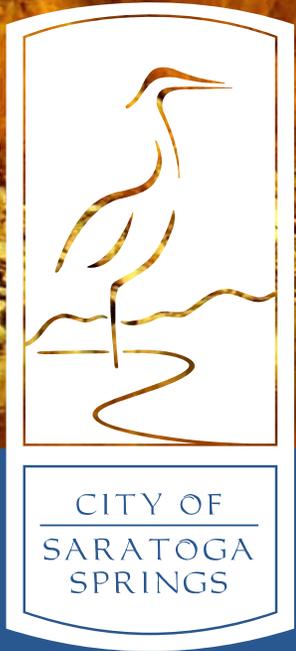
2016-2020 Application Complexity





2020 Development Requests





Public Works 2020 Q1 Update

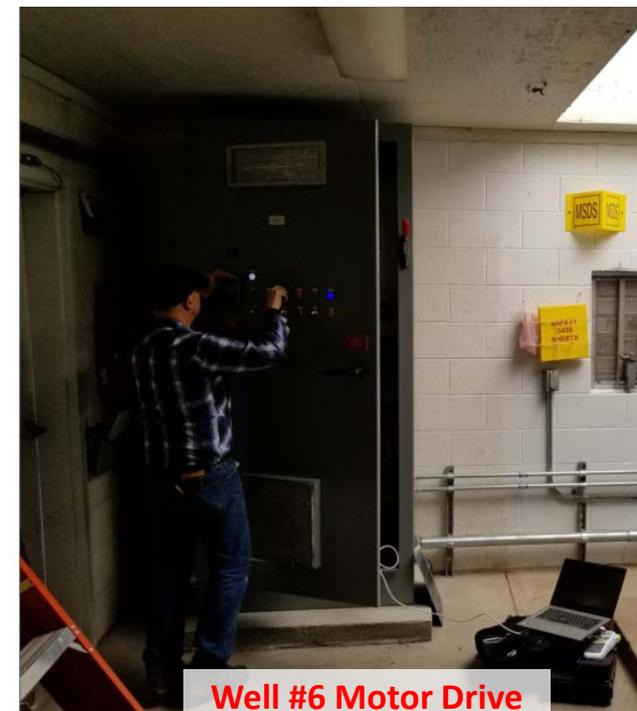


Electrical Division

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



City Hall Electrical



Well #6 Motor Drive



Water Division

City Works (December – February)

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

Fixed Network Meter Read System

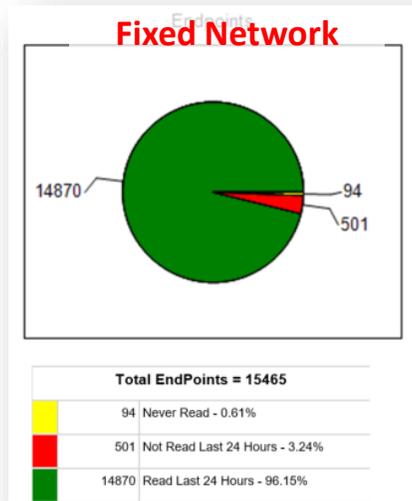
- 96% Reads
- 94 Never Read Meters

Secondary Water Start Up

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

Training

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



Upcoming Projects

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



Sewer & Storm Water Division

Recent Projects

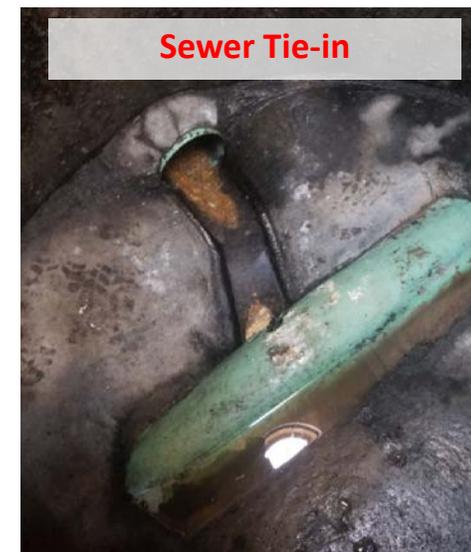
- Manhole Rehabilitation - 6 Manholes Repaired
- Assisted Streets in Relocating Shed at North Fire Station
- Found and Repaired Sewer Tie-in in Harvest Hills
- Found and Raised Missing Manhole in Redwood Road
- Replaced Pump in Lift #6 (Marina)
- Cleared Sewer back-up in McGregor due to Contractor Debris

City Works (December – February)

- Work Orders – 26
- Service Requests – 3

Upcoming

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





Parks Division

Recent Accomplishments

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

Upcoming Goals

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

Training

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

City Works (December – February)

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



Bike Racks at Israel Canyon Trailhead Park



Tree Rings at Patriot Park



Streets Division

Recent Projects

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

Upcoming Projects

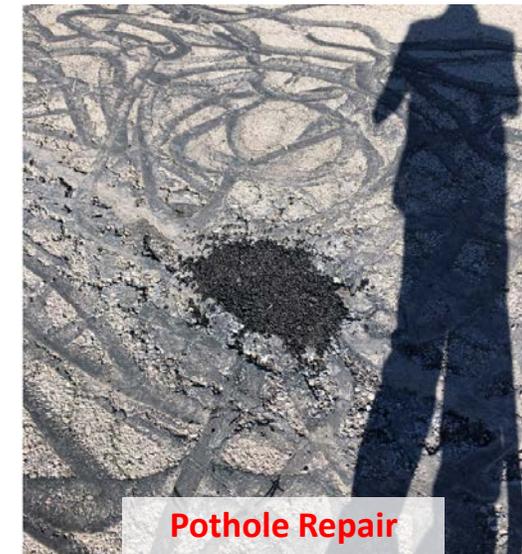
- Citywide Sweeping to begin for Spring as weather permits
- Manhole and Valve Collar Audit and Repair
- Salter Rack Extension (4 Additional Bays)
- Prepare roads for spring painting program

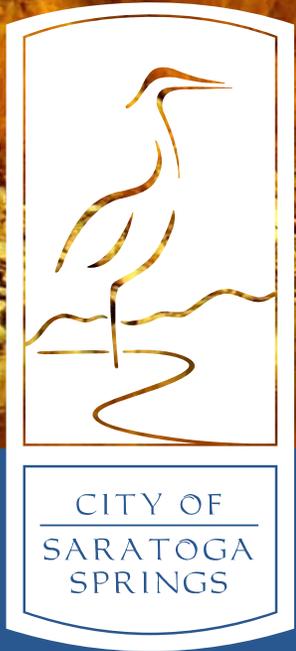
City Works (December – February)

- Work Orders – 90
- Service Requests - 15

Training

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





Engineering Department



Engineering Department

Performance Measures

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



Engineering Department

Project Goals (January 2020)

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



City Council Staff Report

Author: Justin Sorenson, Budget Administrator
Subject: Budget Amendment
Date: March 17th, 2020
Type of Item: Resolution

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

Description

A. Topic

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

B. Background

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

C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

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

2019-2020 Budget Amendment Supplemental #5

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

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

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

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

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

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

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

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

PASSED this 17th day of March, 2020.

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

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

2019-2020 Budget Amendment Supplemental #5

G/L Account	Department	Description	Budget	Amount	Debit/Credit	Notes/Comments
General Fund						
Expenditures						
10-4150-350	Non Departmental	Consulting Services	\$ 15,000	\$ 40,300	\$ 25,300	Strategic Plan
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Total Funding Impact					\$ 973,839	



City Council Staff Report

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

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

Description

A. Topic

City Manager recommended budget for fiscal year 2020-2021.

B. Background

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

C. Analysis

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

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

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

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

FY2020 Budget Requests

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

FY2020 Budget Requests

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

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

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

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

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

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

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

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

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

PASSED this 17th day of March, 2020.

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

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

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

FY2020 Budget Requests

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

FY2020 Budget Requests

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



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

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

A. Executive Summary:

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

Recommendation:

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

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

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

C. Specific Requests:

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

D. Process:

Rezone and General Plan Amendment

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

Concept Plan

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

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

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

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

Office (current):

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

Office Warehouse (proposed):

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

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

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

G. Code Criteria:

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

Rezone and General Plan Amendment:

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

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

19.17.03. Planning Commission and City Council Review.

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

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

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

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

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

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

19.17.04. Gradual Transition of Uses and Density.

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

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

2. Exceptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Concept Plan Review

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

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

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

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

19.05, Supplemental Regulations: **complies**.

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

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

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

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

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

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

19.18, Sign Regulations: TBD at site plan stage.

H. Recommendation and Alternatives:

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

Option 1 – Planning Commission Recommendation: approval

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

Findings

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

Conditions:

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

Option 2 – Continuance

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

1. _____
2. _____

Option 3 – Denial

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

Findings

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

Comments on Concept Plan:

J. Exhibits:

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

Exhibit 1
General Plan Map



Zoning Map

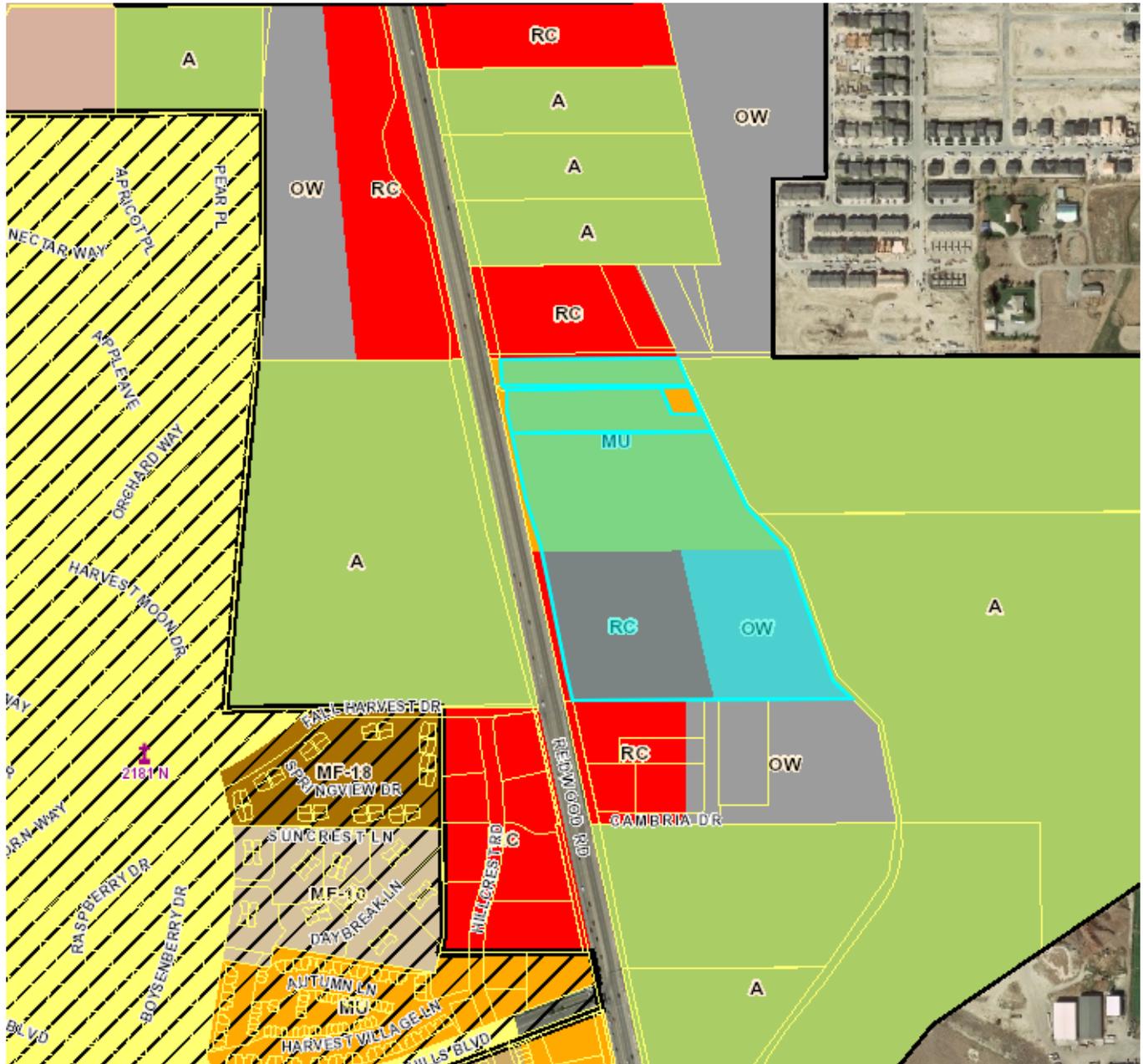


Exhibit 2

Staff Report

Author: Gordon Miner, City Engineer

Subject: 2250 North Redwood – Concept Plan

Date: 10/10/19

Type of Item: Concept Plan Review



Description:

A. Topic: The applicant has submitted a concept plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

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

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

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

Exhibit 3

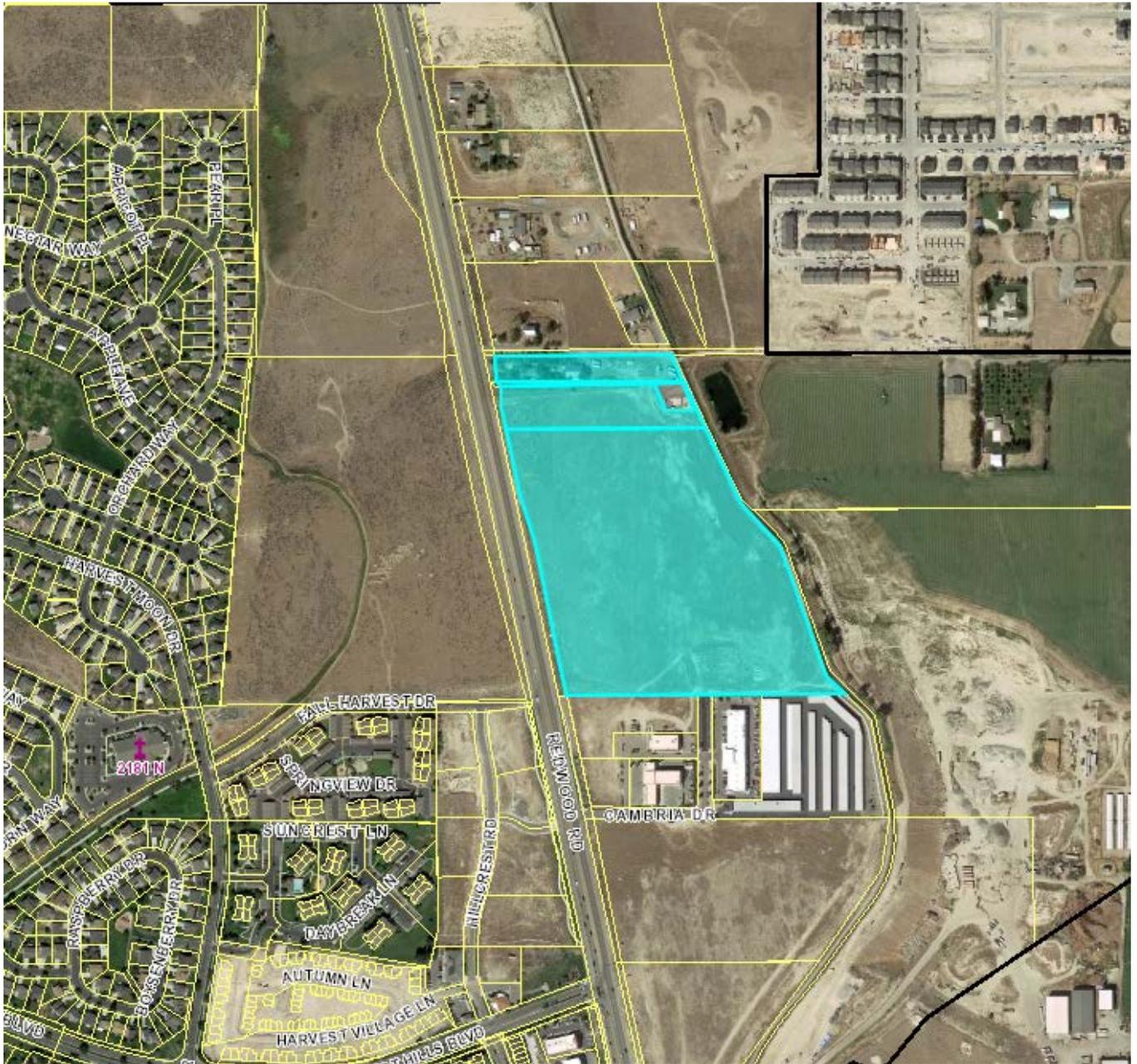
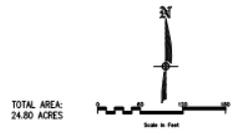
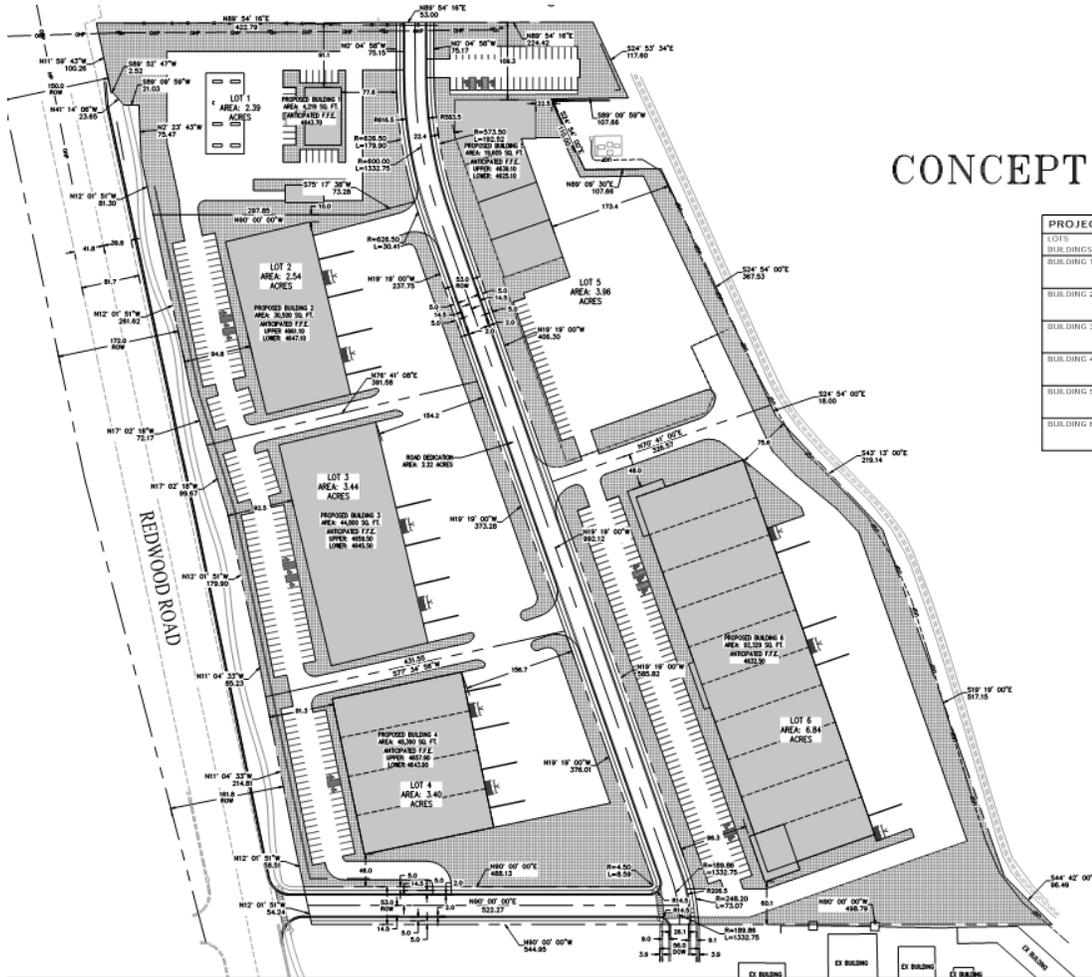


Exhibit 4



CONCEPT SUBMITTAL

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



APPLICATION REVIEW CHECKLIST

Application Information

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

Section 19.13 – Application Submittal

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

Section 19.13.04 – Process

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

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.

GIS / Addressing

- comments

Additional Recommendations:

-

Code Review

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

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

Building Size (Maximum)			
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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.	
Water & Sewage: Each lot shall be connected to City water and sewer.	Complies.	
Transportation Master Plan: Lots shall not interfere with the Transportation Master Plan.	Complies.	
Property Access - All lots shall abut a dedicated public or private road.	Complies.	

19.06 Landscaping and Fencing

Landscape Plans

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

Planting Standards

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

Design Requirements

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

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

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

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

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

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

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

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

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

19.13 Process

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

19.16 Site and Architectural Design Standards

General Site Design Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City and Developer desire to enter into a Development Agreement ("Agreement"), attached as Exhibit B, to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

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

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

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 17th day of March, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

VOTE

Chris Carn
Michael McOmber
Chris Porter
Stephen Willden
Ryan Poduska

Exhibit A

Proposed OW land use and OW zone

LEGAL DESCRIPTION
2250 N Redwood, Saratoga Spring, UT

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

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

Exhibit A
Development Agreement – 2250 North Redwood Road

DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

consistent with the proposed Project; and

WHEREAS, on October 10, 2019, after a duly noticed public hearing, City's Planning Commission recommended approval of Developers' Zoning Request, and reviewed the conceptual project plans attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council with a positive recommendation for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on February 4, 2020, the Saratoga Springs City Council ("City Council"), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developers, and City officials, approved Developers' Zoning Request and this Agreement, and reviewed the Concept Plan, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, and required road, landscaping, trail, storm drain, sewer, and water improvements; and

WHEREAS, to allow development of the Property for the benefit of Developers, to ensure City that the development of the Property will conform to the applicable policies set forth in General Plan ordinances, regulations, and standards, Developers and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developers, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developers and the City (the "Effective Date"). The Effective Date shall be inserted in

the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developers and City.
3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the OW zone existing on the Effective Date of this Agreement with respect to the permitted and conditional uses, except that Storage, Self Storage, or Mini Storage Units uses shall only be allowed as a conditional use (or a permitted use upon a code amendment) in that portion of the Property that was zoned OW prior to this Agreement and that is not the subject of the current rezone request. Storage, Self Storage, or Mini Storage shall not be allowed as a conditional or permitted use on the Property zoned as RC and MU prior to this Agreement. However, all other requirements, including but not limited to setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of a preliminary plat or site plan application, except to the extent this Agreement is more restrictive.
4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developers' rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developers' rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. Required Improvements. This Agreement does not in any way convey to Developers any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developers to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developers shall be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance of required public infrastructure improvements and prior to acceptance by City. Future development of the

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

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

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

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

8. Commencement of Site Preparation. Developers shall not commence site preparation or construction of any Project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developers may proceed by constructing the Project all at one time or in phases as specified in City regulations.
9. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the OW zone.
10. Term. The term of this Agreement shall commence on, and the Effective Date of this Agreement shall be, the effective date of the ordinance approving the Rezoning Request and shall continue for a period of eight (8) years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any Special Condition, shall survive this Agreement as provided by such Special Condition; or (ii) if Developers fails to proceed with the Project within a period of two years. If this Agreement is terminated due to Developers' failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the MW and RC zones. Unless otherwise agreed to by the City and Developers, Developers' vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developers in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by Developers, unless City and Developers mutually agree otherwise in writing.
11. Successors and Assigns.
 - a. Change in Developers. This Agreement shall be binding on the successors and assigns of Developers. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developers and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developers provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developers under this Agreement and the persons and/or entities

executing this Agreement as Developers shall be released from any further obligations under this Agreement as to the transferred Property.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 12.a., a transfer by Developers of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developers' obligations with respect to such lot or unit have been completed. In such event, Developers shall be released forever from any further obligations under this Agreement pertaining to such lot or unit.

12. Default.

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

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

- b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days' prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 13.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- ii. Any Default or inability to cure a Default caused by strikes, lockouts,

labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

- c. Breach of Agreement. Upon Default as set forth in Subparagraphs 13.a. and 13.b. above, City may declare Developers to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developers. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

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

Exhibit A: Property Description.

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

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

Exhibit D: Concept Plan

Exhibit E: Required Trail Improvements

Exhibit F: Power Poles Required to be Buried

14. General Terms and Conditions.

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

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

- b. Recording of Agreement. This Agreement shall be recorded at Developers' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developers violate the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developers have used reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by

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

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

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

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

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed and delivered by email, then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developers agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developers or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
 - i. Nothing in this Agreement shall be construed to mean that Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.
 - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developers' hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement

of the terms and conditions of this Agreement shall be reserved to City and Developers, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developers shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, Utah

City Recorder

By: _____
Mayor

DEVELOPERS:

JDH Development, LLC, a Utah limited liability company

By: [Signature]

Its: Managing Member

Rafati Holdings, LLC, a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
: ss
COUNTY OF UTAH)

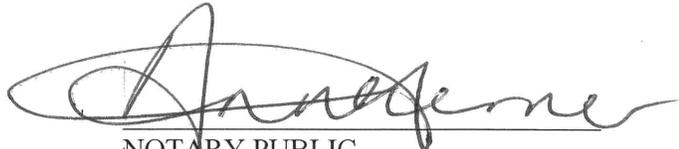
The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of City of Saratoga Springs, a political subdivision of the State of Utah.

NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF Utah)



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


NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF _____)

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

NOTARY PUBLIC

Rafati Holdings, LLC, a Utah limited liability company

By: [Signature]
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

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

NOTARY PUBLIC

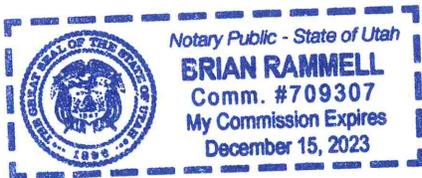
STATE OF UTAH)
 : ss
COUNTY OF _____)

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

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

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



[Signature]
NOTARY PUBLIC

Exhibit "A"
Legal Description of Property

LEGAL DESCRIPTION
2250 N Redwood, Saratoga Spring, UT

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

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

Exhibit "B"

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

Exhibit "C"

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

Exhibit "D"
Concept Plan



Exhibit "E"
Trail Improvements



Exhibit "F"
Power Poles Required to be Buried



**Major Community Plan Amendment, General Plan Amendment, and Rezone
Wildflower and The Springs
Tuesday, March 17, 2020
Public Meeting**

Report Date:	March 11, 2020
Applicant:	Nate Shipp, DAI
Owner:	Sunrise 3 LLC; Tanuki Investments, LLC; WF 2 Utah LLC; CLH Holdings LLC; Wildflower Master Homeowner's Association Inc.
Location:	Mountain View Corridor & Harvest Hills Boulevard
Major Street Access:	Mountain View Corridor
Parcel Number(s) & Size:	58:021:0152, 58:022:0123, 58:021:0176, 58:022:0138, 58:021:0143, 58:022:0134, 58:033:0308, 58:033:0346, 58:033:0327, 58:033:0183, 58:033:0398; 58:022:0160; 58:022:0159; approximately 1,201 acres
Parcel Zoning:	Planned Community (Wildflower) Agriculture (A), R1-9, R1-10, R1-20, R3-6, MF-10, MF-14, and MF-18 (The Springs)
Proposed Zoning:	Planned Community
Parcel General Plan:	Planned Community Residential, Planned Community Mixed Use, Office Warehouse, Low Density Residential, and Medium Density Residential
Proposed General Plan:	Planned Community
Adjacent Zoning:	RC, A, R1-10
Current Use of Parcel:	Vacant, Single-Family Residential
Adjacent Uses:	Single-family residential, vacant, UDOT roads, Camp Williams, Hadco operations
Previous Meetings:	11/14/19 – Planning Commission Review and Recommendation 12/17/19 – City Council conditional approval of MDA Amendment
City Council Work Sessions:	5/21/2019 – Community Plan Discussion 6/4/2019 – Camp Williams Cemetery Discussion 7/22/2019 – Site Visit 10/15/2019 – Community Plan Discussion

Previous Approvals: 11/19/19 – Cemetery and Special Assessment Area Discussion
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

Land Use Authority: City Council

Author: Tippe Morlan, AICP, Senior Planner

A. Executive Summary:

The applicant requests an updated Community Plan (CP) with a corresponding Master Development Agreement amendment to incorporate The Springs development into the existing Wildflower development while also amending the standards of the existing Community Plan. The new proposed Wildflower Community Plan consists of approximately 1,202 acres and 3,238 Equivalent Residential Units (ERUs) entirely within the PC zone.

If approved, the property within the current Springs boundaries is proposed to be designated as Planned Community – Residential within the General Plan and rezoned to Planned Community (PC) consistent with City Code.

Recommendation:

The Planning Commission recommends the City Council conduct a public meeting, discuss the proposed Community Plan Amendment, General Plan Amendment, and Rezone, and approve the request with the finding and conditions as outlined in Section I of this staff report.

B. Background:

February 24, 2015 – The original Wildflower Community Plan, Master Development Agreement, General Plan Amendment, and Rezone was approved conditionally by the City Council subject to a Master Development Agreement (Exhibit C). This approval was for 1468 equivalent residential units (ERUs) with a maximum of 442 units of multi-family housing limited to approximately 53 acres on the west side of the future Mountain View Corridor. The Wildflower property was rezoned to Planned Community with this approval.

April 21, 2015 – The City Council approved the annexation, General Plan amendment, and rezone of The Springs, approximately 479 acres, with 1770 ERUs subject to a Master Development Agreement (Exhibit C).

November 15, 2016 – The City Council approved an amendment to the Wildflower Community Plan relocating multi-family housing to the west side of the Mountain View Corridor and reducing multi-family units from 442 to 425 ERUs. 15 of those units were transferred to single-family units and 2 units were reserved for a church parcel.

December 21, 2018 – The City received an application for a major amendment to the Wildflower

Community Plan with the intent of incorporating The Springs into the Wildflower community and establishing a new Master Development Agreement for the combined project. The application also proposed to amend and restate all standards within the CP.

May 21, 2019 – The applicant requested a work session with the City Council to discuss the proposed Community Plan. Council Members were concerned with the impact of units developing so close to Camp Williams and set a June work session date where Camp Williams representatives could be in attendance. City Staff was also concerned with development and engineering standards being carved out for this project.

June 4, 2019 – Continuing the May work session, there was a discussion with the applicant, City Council, and Camp Williams surrounding appropriate buffers for Camp Williams boundaries in this area. Possible solutions included moving density, compensation for loss of density, or a land purchase for the installation of a VA and/or City cemetery. The City Council expressed support for the applicant to seek any of these solutions.

July 22, 2019 – The City Council held a work session to visit The Springs to better understand the challenges of the site, particularly the grade and proximity to Camp Williams.

October 15, 2019 – The applicant requested another work session to follow up with the City Council after the site visit and address concerns with the potential for a cemetery in the area where The Springs currently exists. City Council directed the applicant to come to a written agreement with Camp Williams as to whether or not they will pursue a cemetery before the City can proceed with this application.

November 14, 2019 – The Planning Commission reviewed the Community Plan Amendment, General Plan Amendment, and Rezone, and issued a positive recommendation to the City Council for these items.

November 18, 2019 – The applicant submitted an application for the Amended and Restated Master Development Agreement (ARMDA) to the City for Staff review. The City received the latest resubmittal of this document at the end of the business day on Wednesday, December 11, 2019.

November 19, 2019 – The applicant requested another work session with the City Council to follow up on the cemetery negotiations with Camp Williams and the potential for a Special Assessment Area on this site. The Council requested an agreement between Camp Williams and the developer regarding any plans for a future cemetery or plans to cease negotiations in writing.

December 17, 2019 – The City Council reviewed and approved a Master Development Agreement major amendment contingent upon approval of this Community Plan major amendment. This agreement includes an allowance of 14 added units in exchange for an agreement with Camp Williams to purchase 20 acres of the Springs area for a cemetery within the next 5 years.

February 13, 2020 – The City and the applicant entered into a Plat Processing Agreement to continue processing existing applications while the project comes into compliance with Open Space requirements for currently recorded lots.

C. Specific Request:

The subject property encompasses approximately 1,202 acres in total and proposes 3,238 residential units. This area includes a 158-acre business park area and 287 acres of open space as shown on Page 2-01 of the proposed plan (Exhibit G). The total project area includes the combination of the existing Wildflower community and the existing Springs development area. The applicant is also proposing to remove the commercial property south of SR-73 from the Wildflower plan. This property has been purchased by UDOT and did not contribute toward the existing vested Wildflower density.

The Springs does not have an existing community plan, and the proposed CP serves to bring that area into compliance with requirements for planned communities, including increasing the total open space within the community from 19 percent to 30 percent.

If the CP is approved, the area encompassing the existing Springs area will need a General Plan amendment and rezone to Planned Community (PC). City Code Section 19.26 requires a zone change to PC at the same time as the adoption of a community plan for the subject PC area. If the CP amendment is denied, the existing zoning shall remain on The Springs property.

D. Process:

Pursuant to Section 19.13 of the Saratoga Springs Code, the City Council is the Land Use Authority for major community plan amendments, General Plan amendments, and rezones following a recommendation from the Planning Commission. A public hearing is also required at Planning Commission for these items, which occurred on November 14, 2019.

E. Community Review:

Notice of the community plan amendment and the rezone was published and mailed to all property owners within 300 feet on October 31, 2019. The General Plan amendment was also noticed on November 4, 2019. As of the date of this staff report, no public comment has been received by the City. No public comment was made at the November 14, 2019 Planning Commission meeting.

F. Staff Review:

With this application, the contents of this community plan have changed almost entirely from the original format. The applicant has provided a summary of the changes to the original approved CP in Exhibit G, which is a redlined copy of the currently approved community plan. Any details provided with the community plan may not be duplicated at the time of village plan to avoid contradictory standards.

The applicant is requesting to maintain the existing allowed density on the overall site. The Wildflower portion of the development will maintain 1,468 ERUs and The Springs portion will

maintain 1,770 ERUs. However, while the overall density is not changing, the intensity of the residential areas within the Springs has changed in order to accommodate additional open space. The applicant also maintains 14 units of added density in exchange for an agreement with Camp Williams to purchase 20 acres of the Springs area for a cemetery within the next 5 years, as approved by the City Council on December 17, 2019. These units are not indicated on the proposed Community Plan.

A summary comparison of the approved and proposed developments can be found in the table below. These numbers are based on approved plans and are approximate values.

	Current Wildflower		Current Springs		Current Overall		Proposed Wildflower	
Single-family Residential	263 acres	1041 ERUs	263.7 acres	886 ERUs	531.7 acres	1929 ERUs	491 acres	1990 ERUs
Multi-family Residential	57 acres	425 ERUs	88.4 acres	884 ERUs	145.4 acres	1309 ERUs	125 acres	1248 ERUs
Commercial/Business Park	201 acres	--	--	--	201 acres	--	158 acres	--
Open Space	105 acres	--	90.6 acres	--	195.6 acres	--	287 acres	--
Institutional Uses	5 acres	2 ERUs	38 acres of total	138 ERUs of total	43 acres of total	140 ERUs of total	--	--
Mountain View Corridor	153 acres	--	--	--	153 acres	--	141 acres	--
Total	784 acres	1468 ERUs	479 acres	1770 ERUs	1263 acres	3238 ERUs	1202 acres	3238 ERUs

The existing densities for the existing individual projects are as follows:

Existing Wildflower Site Summary:

RESIDENTIAL LEGEND		
LAND USE	AREA*	ERUs*
RESIDENTIAL	±263 ACRES	1,041
MOUNTAIN VIEW HOUSING	±57 ACRES	425
CHURCH SITE	±5 ACRES	2
MOUNTAIN VIEW CORRIDOR	±144 ACRES	--
MOUNTAIN VIEW STORM POND	±9 ACRES	--
OPEN SPACE & PARKS (INCLUDES NATIVE & IMPROVED AREAS)	±93 ACRES	--
VILLAGE #2 OPEN SPACE (NOT DEFINED)	±12 ACRES	--
MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±12 ACRES	--
TOTAL	±595 ACRES	1,468
 VILLAGE PHASE BOUNDARY  NEIGHBORHOOD BOUNDARY		
<small>*ALL AREAS SHOWN ARE APPROXIMATE, FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. ERU COUNT FIXED AT 1,468 ERUs.</small>		

Existing Springs Site Summary:

OS - 1	Open Space	A	15.82 Acres		
OS - 2	Open Space	A	1.6 Acres		
OS - 3	Open Space	A	24.8 Acres		
OS - 4	Open Space	A	8.79 Acres		
OS - 5	Open Space	A	44.09 Acres		
OS - 6	Open Space	A	14.47 Acres		
TOTALS			109.57 Acres	23%	
Totals by Housing Type					
	Housing Type	Zone	Area	Density	Units % of Total
	4 story Apartments	R-18	14.7 Acres	18	265 15.0%
	Town House	R-14	44.82 Acres	10	448 25.3%
	5 - 7,000 S.F. Lots	R-10	52.01 Acres	5	287 16.2%
	6 - 8,000 S.F. Lots	R-6	56.4 Acres	4.3	216 12.2%
	8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96 5.4%
	10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127 7.2%
	12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23 1.3%
	15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81 4.6%
	Active Adult TH	R-14	12.7 Acres	8	101 5.7%
	Active Adult 1 story TH	R-14	10.0 Acres	7	70 4.0%
	Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	5.6	56 3.2%
			333.05		1770 100.0%
If it is anticipated that this development may need to provide the following institutional uses: The overall project density will be affected as outlined here					
	Elementary School	Area	Density	Units	
	Church Sites	12 Acres	5	60	
	Potential units transferred to institutional uses	26 Acres	3	78	
	Total Units would then be			138	
				1632	

Current proposed densities for the overall Wildflower community is summarized as follows on Page 2-01 of the updated community plan (Exhibit G):

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.

This amounts to approximately 38.5 percent of multifamily ERUs within the overall project. Additionally, approximately 25.6 percent of the overall project is shown as single-family lots smaller than 5,000 square feet in size (with a minimum lot size between 2,400 square feet and 2,850 square feet). Conversely, approximately 35.8 percent of the overall project is shown as single-family lots to be 5,000 square feet or larger.

These numbers may change if the applicant should choose to include the 14 lots of added density allowed in exchange for the cemetery agreement approved by City Council on December 17, 2019. Staff has proposed a condition of approval for the Community Plan to address the 14 added ERUs and state a maximum density.

Open Space Tracking

With this amendment, the entire Wildflower community will be updating the Open Space Management Plan to comply with the City’s amenity point system. The overall landscaping requirement will remain 30 percent, as required for all Planned Communities, with a minimum of 80.95 Equivalent Acres. The applicant is proposing 188.2 Equivalent Acres as calculated in their proposed Village Plan Point Summary on Page 4-07 of the proposed Community Plan. Additionally, 3,238 amenity points will be required.

1. Number of Total Units in Development	Equivalent Acres Required
3238	80.95
	Minimum # Amenity Points Required
	3238

Amenities need to be up to date with these requirements on a per plat basis, and the applicant can get ahead but never behind on both landscaping and open space requirements. The applicant has not included this language in the CP, but it has been added to the Amended and Restated MDA. Staff recommends including a summary of the open space program within the CP. These items have been included in the conditions of approval.

Hillside Development

The entire Wildflower and Springs community sits on significant slopes which exceed 30 percent in a few areas, as identified on Page 6-04 of the proposed plan. As a result, a majority of the property will be subject to significant cuts and fills, as identified on Page A2-26 of the proposed community plan. The applicant has requested an exception to the entirety of the City's Hillside Ordinance, Section 19.10 of City Code. However, the City is currently in the final stages of updating this ordinance, and Staff recommends that once this ordinance is approved, this Wildflower community will be subject to all updated regulations.

Commercial Uses

The proposed Community Plan includes the addition of uses to be allowed within the commercial areas within Wildflower. The commercial areas are identified as "Community Commercial/Business Park" in the updated plan. The entire list of proposed permitted uses can be found on Pages 5-19 and 5-20 of the proposed Community Plan. No conditional uses are identified.

There are several uses the applicant has identified as permitted which are not allowed in Community Commercial or Business Park zones. These uses have been identified as uses not to exceed 20 percent of the overall commercial area within Wildflower, meaning any one of these identified uses cannot exceed 31.6 acres on its own. These uses include automobile uses (rental, repair, sales, and service), building material sales, light manufacturing, outdoor storage, and self-storage or mini storage.

Guiding Development Standards

The applicant is requesting several deviations for development standards, as identified in Exhibit D, the updated appendix to the ARMDA. Guiding development standards are typically determined at Village Plan approval; however, the applicant would like to establish these standards in the Community Plan with none stated in any future Village Plan in order to avoid any contradictions in the future.

The applicant has proposed setbacks which deviate from both the current approved Wildflower Community Plan and City Code in many ways. The proposed setbacks are as follows:

TABLE OF BUILDING REQUIREMENTS BY TYPE

	SINGLE-FAMILY HOMES				MULTI-FAMILY HOMES		
	Type 1	Type 2		Type 3	Type 4		
	Lot	Individual Driveway	Shared Driveway	3-Story Urban Lot	Front Load Townhomes	Rear Load Townhomes	Apartments/Condos
Minimum Lot Size Sq. Ft.	5,000	3,600	2,850	2,400	N/A	N/A	N/A
Max. Height of Principal Bldg.	35'	35'	35'	35'	35'	40'	40'
MINIMUM SETBACKS FOR PRIMARY STRUCTURES							
Front	15"	15'	15'	15'	15'	5'	20'
Front Garage Access	20'	20'	20' from Sidewalk or shared driveway	18'	18'	N/A	N/A
Side Garage Access	24'	24'	N/A	N/A	N/A	N/A	N/A
Side Setbacks	5'/10'	5'/10"	5'	5'/10"	5'	5'	5'
Space Between Buildings	10'	10'	10'	10'	10'	10'	
Corner [Side Facing Street]	15'	15'	15'	15'	N/A	N/A	N/A
Rear	10'	10'	10'	10'	10'		

Accessory structures shall meet the requirements of *The City's Vested Laws*. Parking will meet City's code requirements.

Staff has conducted a comparison of these proposed standards with the existing Code and the existing approvals. The highlighted areas below deviate from both:

Setbacks	Type 1 - SFD				Type 2 - 4 packs/6 packs, Cluster Homes				Type 3 - Footprint, Cluster Homes			
	Code	WF Current	VP1 Current	WF Proposed	Code	WF Current	WF Proposed	Code	WF Current	VP3A Current	WF Proposed	
Minimum Lot Size	Varies	*Varies	*Varies	5,000 SF	Varies	3,500-4,500 SF	3,600/2,850 SF	N/A	3,500-4,500 SF	3,500 SF	2,400 SF	
Max. Height	35'	Per Code	35'	35'	35'	35'	35'	35'	35'	35'	40'	
Min. Parking in Structure	2			2	2	2	2	2	2	2	2	
Parking Per Unit	2			2	2	2.25	2	2	2.25	2.25	2	
Guest Parking Per Unit	0			0	0	0.25	0	0	0.25	0.25	0	
Front	20'-25'	15'	15'	15'	20'-25'	15'	15'/5'	20'	15'	15'	15'	
Side	6'-10'	*Varies	*Varies	5'	6'-10'	*Varies	5'	5'	*Varies	5'	5'	
Rear	20'-25'	10'	Varies	10'	20'-25'	10'	10'/5'	20'	10'	10'	10'	
Front Garage	25'	20'	20'	20'	25'	20**	20'/0	25'	20**	20'	18'	
Side Garage	25'	24'	24'	24'	25'		24'/0	25'			0	
Corner (street side)	20'	15'	15'	15'	20'	10'	15'/10'	20'	10'	10'	15'	
Space between Buildings	20'			10'	10'side 20'rear		10'	10'side 20'rear			10'	
Corner Lot Size	10% larger	10% larger		0% larger	10% larger		0% larger	10% larger			0% larger	
Open Space								35% common				
Minimum Lot Width	50'-70'	Varies	45'-70**	50'	50'-70'	50'	45'	N/A	50'	45'	40'	
Lot Coverage	50% max	50% max	50%	None	50% max	60% max	None	N/A	60% max	60% max	None	
<p>* Lot Size varies by neighborhood, corner lots 10% lai* Front Garage is 20' unless additional parking is provided for</p> <p>* Side Yard depends on lot width: 45-50' = 5'/10'</p> <p>51-60' = 6'/12'</p> <p>61'+ = 8'/16'</p> <p>"Lots adjacent to Harvest Hills shall be equal to or greater than the average lot width of the adjacent Harvest Hills plat"</p>												
Setbacks	Type 4 - Front THs				Type 4 Rear THs				Type 5 Condos			
	Code MF-10	WF Current	VP3A Current	WF Proposed	Code MF-10	WF Current	VP3A Current	WF Proposed	Code MR	WF Current	WF Proposed	
Minimum Lot Size				N/A				N/A		N/A	N/A	
Max. Height	35'	35'	35'	35'	35'	35'	35'	40'	45'	N/A	40'	
Min. Parking in Structure	2	2	2	1	2	2	2	1	2	N/A	0	
Parking Per Unit	2	2.25	2.25	2	2	2.25	2.25	2	2.25	N/A	2	
Guest Parking Per Unit	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	N/A	0.25	
Front	20'	VP	15'	15'	20'	VP	15'	5'	20'	N/A	20'	
Side	5'	VP	15'	5'	5'	VP	15'	5'	5'	N/A	5'	
Rear	20'	VP	20'	10'	20'	VP	20'	0	20'	N/A	5'	
Front Garage	25'	VP	20'	18'	25'	VP	(rear) 20'	0		N/A		
Side Garage	25'	VP		0	25'	VP		0		N/A		
Corner (street side)	20'	VP	15'	0	20'	VP	15'	0	20'	N/A	0	
Space between Buildings	10'side 20'rear		15'	10'	10'side 20'rear		15'	10'	10'	N/A	0	
Corner Lot Size												
Open Space	30%	30%		20%	30%	30%		20%	30%	N/A		
Minimum Lot Width										N/A		
Lot Coverage	50%		1,450-1,600 SF		50%		1,500-2,000 SF			N/A		

A summary of the proposed changes to setbacks and structures are summarized below:

- Reduced minimum lot sizes and widths for all single family lots
- Reduced setbacks for all housing types
- Reduced space between single-family structures
- Reduced corner lots (currently required to be 10% larger)
- Reduced lot coverage requirements
- Reduced open space within multi-family areas
- Reduced parking requirements within multi-family structures
- Increased building height for rear-loaded townhomes

Staff believes these standards should be consistent with either existing code or currently allowed Community Plan requirements. Additionally, the applicant is requesting that covered parking be allowed for multi-family uses rather than parking within the structure. This has not been allowed for any development in the City, and staff does not recommend this change. Staff's comments on the proposed changes to Guiding Development Standards are as follows:

- There is a significant reduction in minimum lot sizes. There is no longer a requirement for a percentage of the development to be comprised of specific lot sizes for diversity. It is not clear if there will be any larger lots west of Mountain View Corridor with this proposed change.
- Combined with a reduction in setback requirements, the requirement for corner lots to be 10 percent larger than the minimum lot size will impact the installation of utilities, clear view areas, and the building pad on all corners. Staff recommends maintaining the 10 percent requirement.
- With the removal of lot coverage requirements, all homes can and likely will be built to the minimum setback lines, which are also reduced. Even cluster homes required a maximum lot coverage of 60 percent in the existing Wildflower CP. This will impact the perceived mass and scale of development in the area, creating neighborhoods that feel crowded.
- The applicant has proposed an increase in building height for rear-loaded townhomes only. Staff is unclear on why front-loaded townhomes are okay at 35 feet but rear-loaded townhomes are not. This should be consistent across all townhomes.
- Side setbacks should vary based on lot size. This reduces lot coverage issues.
- Multi-family housing types still need setbacks proposed between the structures and property lines.
- Space between buildings needs to account for side and rear spaces separately. The code currently allows for 10 feet between buildings on the sides and 20 feet between buildings to the rear.
- Setbacks to garages (front and side) are not recommended to be less than 20 feet.
- Setback diagrams need to match the chart listed in the CP. Exhibits in the current proposed CP do not match. For example, Page 5-12 shows a setback detail with a 15 foot side corner garage setback, but a garage door should not be 15 feet from a sidewalk.

G. General Plan:

The General Plan designation for this property is Planned Community-Residential for the existing residential portion of Wildflower, and Planned Community-Mixed Use for the future commercial portion of Wildflower. The existing Springs is currently designated as Medium and Low Density Residential to be updated to Planned Community-Residential. These designations are described as follows:

Planned Community Residential	The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types, but is primarily residential. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area.	Varies
Planned Community Mixed Use	The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types, and has a mixture of commercial uses. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area.	Varies
Low Density Residential	Single-family neighborhoods built on a highly connected street pattern and interspersed with schools, public facilities, walkable neighborhood amenities, parks and trails. The Low Density Residential designation is expected to be the City's most prevalent land-use designation.	2 - 5 DU/Acre, half acre to 8,000 square foot lots
Medium Density Residential	Residential developments at higher densities in neighborhoods that still maintain a suburban character. Designed to create a functional transition from one land-use to another. Developments in these areas should be constructed with urban streets and useable recreational features and lands.	6 - 8 DU/Acre, 3,000 to 7,000 square foot lots

Staff conclusion: Consistent. The proposed Community Plan and associated general plan and zoning designation of Planned Community are consistent with these Land Use Designations.

H. Code Criteria:

19.26.06 Guiding Standards of Community Plans.

- 1. Development Type and Intensity.** The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan. **Finding: Complies.** The proposed community plan maintains the intensity of development that has previously been established within the existing Wildflower CP and Springs MDA.
- 2. Equivalent Residential Unit Transfers.** Since build-out of a Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, after approval of a Community Plan, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability. Guiding transfer provisions shall be provided in the Community Plan and detailed transfer provisions shall be established in the Village Plans. **Finding: Complies.** The proposed community plan establishes that ERU transfers on Page 3-01 of the proposed plan. The proposed standards comply with the ERU requirements of the City Code. For Wildflower, ERU transfers can occur at Village Plan or Village Plan Amendment.

3. **Development Standards.** Guiding development standards shall be established in the Community Plan.

Finding: Complies. Guiding development standards are provided on Pages 5-11 to 5-31 of the proposed plan. While the Code requires detailed standards and regulations to be contained in a Village Plan, the applicant has chosen to detail all standards now for consistency. Because there are two existing approved Village Plans within Wildflower, there have been issues with conflicting standards between VPs and CPs.

4. **Open Space Requirements.** Open space, as defined in Section 19.02.02, shall comprise a minimum of 30 percent of the total Planned Community District area.

Finding: Complies. Based on my calculations in the analysis above, the proposed combined community provides approximately 32.9 percent of the overall area, not including Mountain View Corridor or Commercial/Business Park areas, as open space.

5. No structure (excluding signs and entry features) may be closer than 20 feet to the peripheral property line of the Planned Community District boundaries.

Finding: Complies. No structures are proposed within 20 feet of the peripheral property line with the exception of the properties immediately adjacent to the Harvest Hills development. A landscape buffer has been provided as shown on the Land Use Exhibit on Page 2-01 of the proposed plan.

19.26.07 Contents of Community Plans.

Community Plans are general and conceptual in nature; however, they shall provide the community-wide structure in enough detail to determine the size, scope, intensity, and character of subsequent and more detailed Village Plans.

1. **Description.** A metes and bounds legal description of the property and a vicinity map

Finding: Complies. Shown on Pages 1-01 to 1-07 of the proposed plan.

2. **Use Map.** A map depicting the proposed character and use of all property within the Planned Community District. This map shall be of sufficient detail to provide clear direction to guide subsequent Village Plans in terms of use and buildout. This map is not required to specify the exact use and density for each area and instead, to allow flexibility over the long-term, may describe ranges of buildout and ranges of uses.

Finding: Complies. Shown on Pages 2-01 to 2-05 of the proposed plan.

3. **Buildout Allocation.** An allocation of all acreage within the Planned Community District by geographic subarea or parcel or phase with ranges of buildout levels calculated based on the City's measure of equivalent residential units, including residential and nonresidential density allocations and projections of future population and employment levels.

Finding: Complies. Shown on Pages 2-01 to 2-05 and 3-01 of the proposed plan.

4. **Open Space Plan.** A plan showing required open space components and amenities

Finding: Complies. Shown on Pages 4-01 to 4-12 and A3-01 to A3-28 of the proposed plan.

The Open Space Plan is acceptable and enforceable as redlined and agreed upon by both staff

and the applicant.

5. **Guiding Principles.** A general description of the intended character and objectives of the Community Plan and a statement of guiding land use and design principles that are required in subsequent and more detailed Village Plans and are necessary to implement the Community Plan.
Finding: Complies. Shown on Pages 5-01 to 5-31 of the proposed plan.
6. **Utility Capacities.** A general description of the current capacities of the existing on- and off-site backbone utility, roadway, and infrastructure improvements and a general description of the service capacities and systems necessary to serve the maximum buildout of the Community Plan. This shall be accompanied by a general analysis of existing service capacities and systems, potential demands generated by the project, and necessary improvements.
Finding: Complies. Shown on Pages A2-01 to A2-25 of the proposed plan.
7. **Conceptual Plans.** Other elements as appropriate including conceptual grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, and fire protection plans.
Finding: Complies. See Pages 6-01 to 6-06 and A2-25 of the proposed plan.
8. **Development Agreement.** A Master Development Agreement, as described in Section 19.26.11.
Finding: Complies. The amended and restated Master Development Agreement is attached as Exhibit C and reflects proposed changes to City Code within the CP.
9. **Additional Elements.** The following shall be included in the Community Plan or submitted separately in conjunction with the Community Plan:
 - a. description of and responses to existing physical characteristics of the site including waterways, geological information, fault lines, general soils data, and slopes (two foot contour intervals);
 - b. a statement explaining the reasons that justify approval of a Community Plan in relation to the findings required by Section 19.26.05;
 - c. an identification and description of how environmental issues, which may include wetlands, historical sites, and endangered plants, will be protected or mitigated; and
 - d. the means by which the Applicant will assure compliance with the provisions of the Community Plan, including architectural standards and common area maintenance provisions, and a specific description of the means by which phased dedication and improvement of open space will occur to assure the adequate and timely provision and improvement of open spaces.**Finding: Can Comply.** The applicant identifies the elements above, explaining what the conditions are that necessitate the updated community plan. However, the plan also does not identify how environmental issues, particularly protection of and development on steep slopes in this case, will be mitigated.

10. **Application and Fees.** The following shall be submitted in conjunction with the Community Plan: a. completed Community Plan application; b. fees as determined by the City Recorder; and c. copies of submitted plans in the electronic form required by the City.

Finding: Complies.

I. Recommendation and Alternatives:

The Planning Commission recommends the City Council approve the major amendment to the Wildflower Community Plan, choosing from the following options:

Approvals with Conditions

"I move to **approve** the major amendment to the Wildflower Community Plan, located at approximately Harvest Hills Boulevard and Mountain View Corridor, based on the following findings and subject to the following conditions:

Findings

1. The application complies with the Land Development Code, as articulated in Section H of the staff report, which is incorporated by reference herein.
2. The application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. No changes are proposed to the allowed densities for the overall site.
4. The City Council has approved the allowance of 14 additional lots which are not allocated in this community plan.
5. With appropriate modifications, the application complies with Section 19.26.05 of the City Code as articulated in Section H of the staff report, which is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The proposed 3,238 residential units are consistent with the existing density for the overall site, with 1,468 units approved for the existing Wildflower community and 1,770 units approved for the existing Springs community;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06;
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

1. All conditions of the City Engineer shall be met.
2. All conditions of the Planning Department shall be met.
3. Proposed exceptions to the City's existing Hillside Ordinance will be superseded by any updates to the ordinance.
4. Guiding development standards have been included in this Community Plan and are not to be included in any future Village Plan.
5. The Community Plan shall be edited as follows:
 - a. The Open Space Management Plan shall indicate that amenities need to be up to date on a per plat basis. The project can get ahead but never behind on both landscaping and open space/amenity requirements.
 - b. Include a summary of the open space program in Section 4.
 - c. Required parking shall be enclosed. This does not include guest parking requirements.
 - d. Notes referring to requirements for lots adjacent to Harvest Hills shall remain and need to be added to the new Community Plan.
 - e. Keep the note from the existing Community Plan stating, "If any requirements in the Development Standards conflict with City or State Codes as recorded on December 17, 2019, the City or State Code takes precedence over the Development Standards."
 - f. Refer to the added 14 units in density as available, indicating a maximum density for the overall project.
 - g. The definition of "Native" open space on Page 4-02 shall include the requirement for a vegetative survey in addition to a restoration plan including the following information:
 - i. Survey and identify what is existing
 - ii. Identify what is good and worth keeping and what is invasive or noxious and needs to be removed.
 - iii. Specify what types of plants will be used to fill in area to achieve 70% vegetative coverage once invasive and noxious items are removed.
 - iv. Identify means and methods for revegetation.
 - h. Setback requirements should include the following:
 - i. Corner lot requirement for 10 percent larger lots.
 - ii. Lot coverage requirements.
 - iii. Vary side setbacks based on lot size.
 - iv. Setbacks for multi-family structures.
 - v. Space between buildings – side and rear.
 - vi. Update maximum height for rear-load townhomes to 35 feet.
 - vii. Update setbacks to garages to a minimum of 20 feet.
 - viii. Update multi-family open space requirements to 30 percent.
 - i. Match setback diagrams to approved setbacks.
 - j. All redlines shown in Exhibit G shall be met.
6. The Community Plan shall in all respects be consistent with the ARMDA.
7. All other code criteria shall be met.

8. Any other conditions or changes as articulated by the City Council:
 - a. _____.

“I also move to **approve** the General Plan Amendment and Rezone of the Springs property from Medium Density Residential and Low Density Residential and the corresponding zones to Planned Community, as identified in Exhibits B and C, with the Findings and Conditions below:

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report, which section is hereby incorporated by reference.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
3. Any other conditions added by the Council. _____

Option 2 - Continuance

“I move to **continue** the [rezone, general plan amendment, community plan amendment] for Wildflower to the [April 21, 2020] meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

“I move that the City Council **deny** the Wildflower Community Plan Amendment based on the following findings:

1. The Wildflower community plan is not consistent with the General Plan, as articulated by the City Council: _____, and/or,
2. The Wildflower community plan is not consistent with Sections [XX.XX] of the Code, as articulated by the City Council: _____.

“I also move to deny the General Plan Amendment and Rezone of the Springs property from Medium Density Residential and Low Density Residential and the corresponding zones to Planned Community, as identified in Exhibits A and B, with the Findings below:

1. The applications are not consistent with the General Plan, as articulated by the Council: _____, or
2. The applications do not comply with Section 19.17.04 of the Development Code, as articulated by the Council: _____, or
3. The applications do not further the general welfare of the residents of the City, as articulated by the Council.”

Exhibits:

Exhibit A: Engineering Staff Report *(to be published on Thursday, March 12, 2020)*

Exhibit B: Location, Zoning, and General Plan Maps

Exhibit C: Amended and Restated Wildflower MDA

Exhibit D: Applicant's Summary of Changes

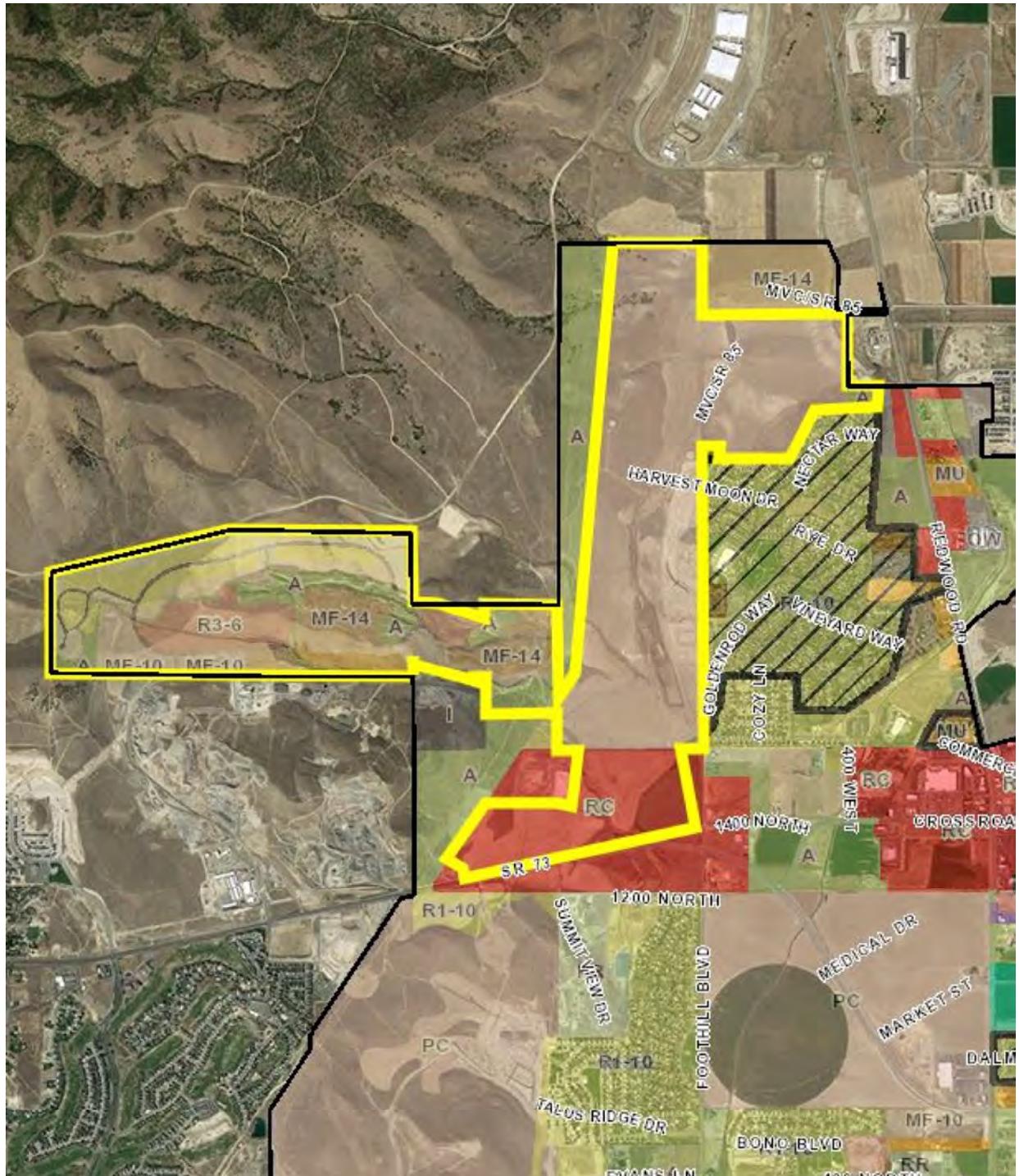
Exhibit E: Cemetery Purchase Agreement between Wildflower and Camp Williams

Exhibit F: Planning Commission Staff Report and Minutes

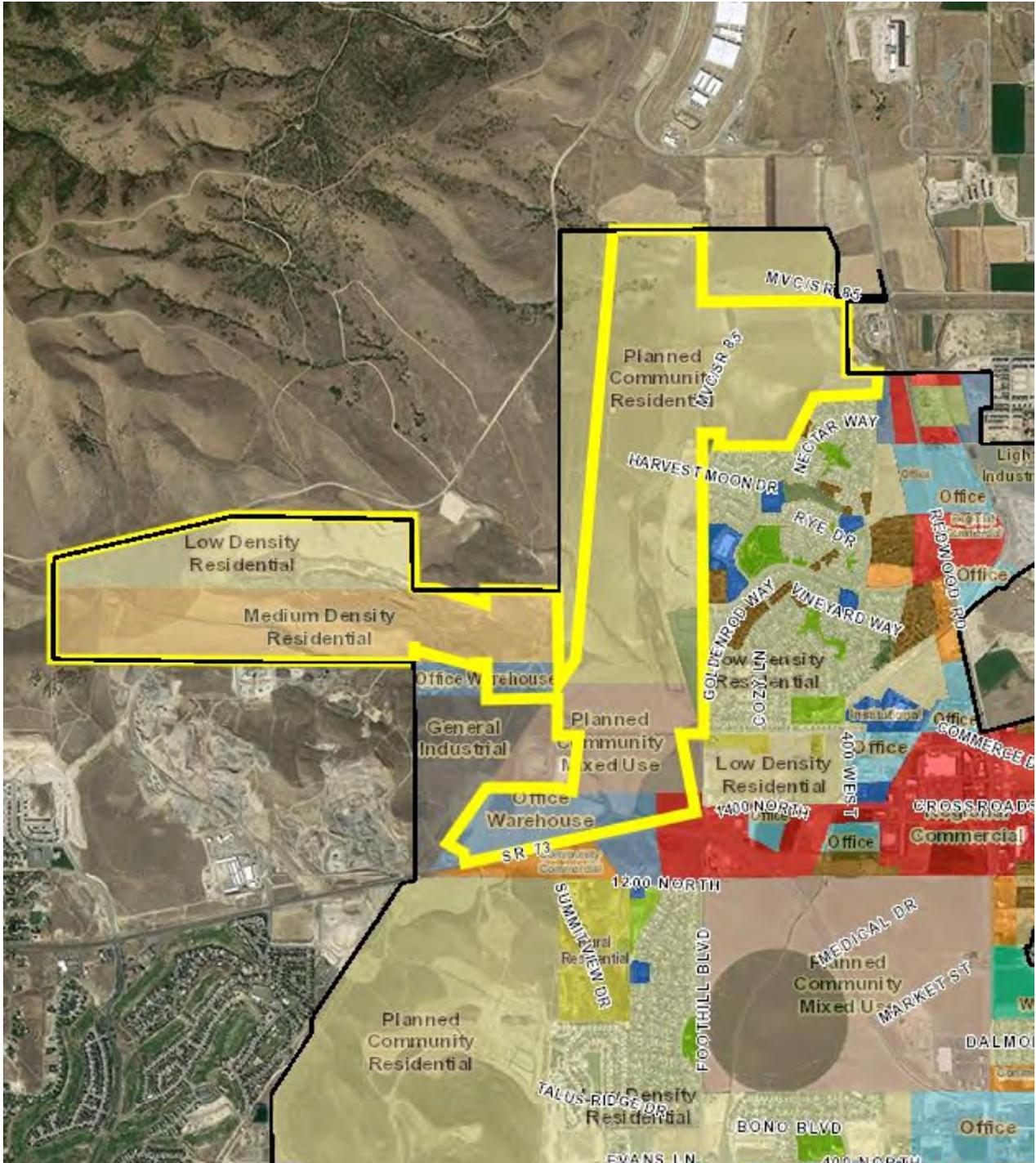
Exhibit G: Proposed Community Plan (Redlined)

Exhibit B: Location, Zoning, and General Plan Maps

Zoning



General Plan



WHEN RECORDED, RETURN TO:

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

[_____] , 2019

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**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 Section 2.4 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 "upsized" 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:

[

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[

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[

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With a Copy to:

[

]
[

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[

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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 are 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;

_____, 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

Approved as to form and legality:

By: _____
Name: _____
Its: _____

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

Wildflower Code Deviations for Engineering and Planning

Item/issue	Code	Changed	City Comments
Custom Cross Section	City required many different trail cross-sections	All trails will be private and maintained by the HOA and thus the cross sections outlined in the Community Plan will be approved.	
Road Cross sections	Saratoga Springs has updated some cross sections widths and median types. No longer allowing 56' ROW and variable medians.	Based on previous codes and Community Plan vesting many areas have already been designed in accordance to 2015 code. Updated details have been added. Some exceptions to use 2015 code will be required for previously approved and designed roads. 56' ROW and variable medians will be allowed. Custom 66' ROW with 22.5' parking strip/parkway on one side and 12' Parkstrip/parkway on the other as requested by City Council and inline with roads already in place in Harvest Hills will be allowed. Custom road cross sections will be allowed on private roads.	Only areas east of the MVC and preliminary plans that were under the original CP that are submitted prior to the approval of this CP amendment are vested. Private streets shall follow the City's private streets Standards.
Utility Access Roads	12' paved access road	In cases of temporary conditions, such as extension of utilities through future phases of development, a temporary all-weather surface is sufficient if it is capable of supporting H-20 load.	
Community Commercial/Business Park Zones accepted uses	The following is not allowed Automobile items, Outdoor Storage, Building Material Sales, Light Manufacturing, Storage, self storage or mini storage, Outdoor storage.	Automobile items, Outdoor Storage, Building Material Sales, Light Manufacturing, Storage, self storage or mini storage, Outdoor storage will be conditional uses but limited to 20% of area for each individual use.	
Maximum Water Pressure	110 psi	Some flexibility on a case by case bases as approved by city staff at the time.	Approved by the City Engineer.

Corner Lot design	Section 19.12.06.2.f Corner lots for residential use shall be platted ten percent larger than the required minimum lot size in each zone, not including any approved lot size reductions, in order to facilitate conformance with the required street setback for both streets.	to be updated to “Corner lots for residential use shall be platted with sufficient width to accommodate the approved side street setback.”	Corner lots need to remain 10 percent larger.
Clear Sight Triangles	Code 19.06.11 Details a number of different elements and measurements	Wildflower will use the AASHTO Standards	
Multifamily Parking	One parking space must be enclosed	Multi-family parking should allow for a covered stall rather than only enclosed.	Staff does not support covered parking in place of enclosed parking.
Mass Grading, Limits on changing grade. slope revegetation, Final Grading and Drainage	Section 19.10	Wildflower in its entirety has been disturbed through excavation, stockpiling of material, and mining activities. The entire project is recognized as a disturbed site with man made grading that provides no prevailing public benefit. Consequently there are no sensitive lands on the property and the site will be mass graded. The final grading and drainage of the site will be determined at the village plan level through a grading and drainage plan approved by the city engineer. This plan will allow for the piping of drainages to accommodate public safety. All slopes > 3h:1v will incorporate erosion control methods as per site specific geotechnical studies.	Preliminary grading and drainage will be determined at the VP level. Final grading and drainage will be determined at the plat level. Drainages shall remain open.



COMMUNITY PLAN AMENDMENT

October 18, 2017

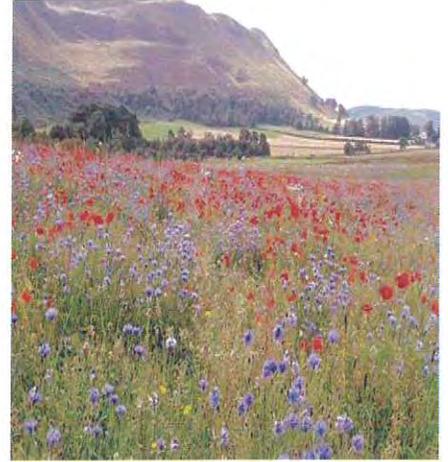
UPDATED



WILDFLOWER

AT SARATOGA SPRINGS

A **DAI** Community



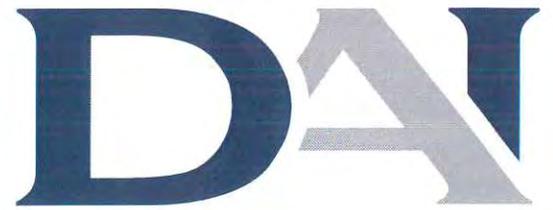
WILDFLOWER

AT SARATOGA SPRINGS

UPDATED

COMMUNITY PLAN

October 18, 2017



UTAH'S FOREMOST LAND DEVELOPER

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 † Updated October 18, 2017



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* Updated July 13, 2017

† Updated October 18, 2017



Project Introduction

Wildflower is a 800 acre master plan located in northern Saratoga Springs, Utah. The project will be developed in multiple phases and the build-out duration will depend on market demands and growth patterns in the area.

With the addition of the Springs and some other property changes, this is now 1,202 acres

The intent of this project is to provide a high quality, value added selection of housing types to broaden the project's appeal to a wide range of potential buyers, varied price ranges and promote desirable market trends and amenities. The Community Plan and Development Agreement documents identify a variety of differing residential neighborhood areas which are distinguished from one another by unique project features. A wide selection of product designs and architectural treatments, project entrance features, unifying landscape design elements and standards, and pedestrian/bike linkages and accessibility to open space, trails and recreational amenities are envisioned.

This is the previous square footage of Wildflower.

One of the unique challenges of the Wildflower community is the local impacts associated with the future construction of the Mountain View Corridor. As shown in the attached exhibits, the 145 +/- acre corridor bisects the total residential project area of 595 acres into two parcels - one parcel on each side of the corridor. The construction of the Mountain View Corridor will require extensive grading in and around the roadway. The impacts of this major road system bisecting the project, significantly limit the ability to create a sense of community and create many challenges to developing the property. Some of these challenges include increased difficulty in planning the various land uses, the need for walls and buffering/sound attenuation, difficulty in planning trail & pedestrian linkages and master-planning of utilities, etc.

As of the date of this Community Plan, UDOT and the Wildflower developer have not reached a definitive agreement (in lieu of condemnation) relating to the transfer of the contemplated Mountain View Corridor right of way land, identified in the exhibits. Accordingly, the final location of the Mountain View Corridor may change from the location identified in the exhibits to other portions of the property. Any change in location will not result in an increase or decrease in the amount of residential density identified in this Community Plan for the project, although the Neighborhood configuration would be expected to change.

An equitable deal was struck



The Wildflower developer has worked extensively with UDOT to determine the location and alignment of the contemplated Mountain View Corridor (as identified in the exhibits), as well as agreeable terms pursuant to which a transfer (in lieu of condemnation) of the Mountain View Corridor right of way land would occur. The developer will continue to exercise its best efforts to reach a definitive agreement with UDOT with terms acceptable to the developer. It is understood that the final location of the Mountain View Corridor may change from the location identified in the Exhibits to this Community Plan, to other portions of the property, and UDOT may elect to terminate its interest in extending the Mountain View Corridor on any portion of the project. In either event, while the Neighborhood configuration would be expected to change, any change in location or termination of the MVC project will not result in an increase or decrease of the total residential density for the project of 1468 units (which total density is based on an average density of 2.46 units per acre for the entire Wildflower property, inclusive of the land currently planned for the future MVC right of way).

Density has shifted to 2.55 ERU's per acre which is due to adding the Springs which included apartments. We increased open space across the development in order to lessen the Springs total density.

With the addition of the Springs approved ERU total units are now 3,238 ERU. There is no additional units beyond what has already been approved for both community plans.



Wildflower Theme

The Wildflower community will re-enforce the adopted theme by incorporating native wildflower seed mixes into the landscape areas of the parks, trails, entry features and other areas throughout the project. The community will include formal landscape treatments at the entry of each individual neighborhood area, as well as other open space. Wildflower will be designed to create a sustainable, high-quality, engaging community with broad appeal to a wide range of buyers with varied tastes, price points and lifestyles, which will all enhance the value and desirability of the project over time.

Findings Statement

- a. Wildflower is consistent with goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection.
- b. Wildflower does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan. See page 21.
- c. Wildflower contains sufficient standards to guide the creation of innovative design that responds to unique conditions. The entire project caters to the Mountain View Corridor.
- d. Wildflower is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties.
- e. Wildflower includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation. See Utility and Roadway exhibits.
- f. Wildflower is consistent with the guiding standards listed in Section 19.26.06.
- g. Wildflower contains the required elements as dictated in Section 19.26.07.



Planned Community Zone

The Planned Community Zone establishes a process to enable the developer and the City to plan for future development while allowing the flexibility to respond to changes in the market over long build-out periods. The goal is to provide a project with unique identity and character, establish an innovative integration of uses and preserve open space. In order to provide innovative design patterns a variety of development and use standards needs to be established. In large developments the PC zone allows greater flexibility compared to traditional zoning.

District Area Plan

The District Area Plan is not applicable to the Wildflower project as it does not meet the minimum acreage required in 19.26.13 of the Saratoga Springs Municipal Code.

Community Plan

The Wildflower Community Plan provides a structure for effective planning and design for each residential neighborhood. Each neighborhood will be linked to an extensive network of open space and pedestrian/bike trails, which will access future commercial development. These trails may connect to the network of similar amenities located throughout the Saratoga Springs area while accommodating future growth along the Mountain View Corridor.

The exhibit below illustrates the transition between the various scales of master planning required by Saratoga Springs to arrive at a final plan.



The Wildflower Community Plan addresses the following elements pertaining to the design concepts and overall development of the project:

- Community Plans are prepared by the landowner in consultation with the Planning Department and other affected municipal entities.
- Legal Description of Wildflower property and Vicinity Map. See pages 13 and 16.
- Use Map, which depicts the proposed character and use of all Wildflower property within the Planned Community District. See page 14.
- Build-out allocations of all acreage within the Wildflower Planned Community District. These allocations are based on residential and commercial Equivalent Residential Units (ERUs) as found in the Saratoga Springs Municipal Code Section 19.26.
- Open Space Plan, which includes parks and open space as well as a trail network providing connectivity between differing residential and commercial areas. See page 46.
- Guiding Land Use and Design Principles, which describe the character and objectives of this Community Plan. See page 11.
- Description of current and future utility capacities required to serve the maximum build-out of the Community Plan. See pages 69 to end of document.
- Conceptual Plans including:
 - o Grading plan. See page 87.
 - o Open Space Management Plan. See page 45.
 - o Fire Protection Plan. See page 93.
 - o Elements that address existing physical characteristics of the site and how environmental issues will be protected. See page 89.
 - o Common area maintenance provisions and timely open space phase dedication. See page 45.
 - o Architectural Standards. See pages 35-41.
- All exhibits illustrate the intended goals for the Wildflower Community Plan.



Village Plan

A Village Plan is defined as detailed plans for the development and implementation of an entire Community Plan or individual phases or sub-areas of a Community Plan. It contains a set of regulations that apply to a defined geographic area and combines specific development standards, design guidelines, infrastructure plans, and other elements as appropriate into a single document. Village Plans establish transect sub-district boundaries, minor thoroughfares and civic special districts.

- a. Village Plans are prepared by the landowner and/or their agents or designees in consultation with the Planning Department.
- b. Multiple Village Plans may be submitted concurrently.
- c. Each Village Plan may include one or multiple plats. The Land Use Authority has administrative authority over Village Plans after review and recommendation from the Planning Commission public hearing.
- d. Village Plans must be prepared in a manner consistent with a governing Community Plan.
- e. Village Plans are regulated by Section 19.26 of the Saratoga Springs Municipal Code.

Preliminary and Final Plats

Preliminary and Final Plats pertain to individual lots and establish building placement, form, materials, sitework, landscaping and other elements required for permitting.

- a. This Chapter does not supersede building and life safety codes, adherence to which are also required for permitting.
- b. Preliminary and Final Plats are prepared by the landowner and/or their agents or designees.
- c. Preliminary and Final Plats must be consistent with the approved Village Plan.
- d. Preliminary and Final Plats shall run through the approval process found in the Saratoga Springs Municipal Code Section 19.12 and 19.13.
- e. Every recorded Plat within one-half mile of Camp Williams shall have a required notification stating: "Some or all of the property within this [residential/commercial] development lies within a Military Influence Overlay District (MCAOD) and may be subject to noise and vibration impacts as well as subject to increased lighting and building standards. Additional information regarding the overlay district, as well as potential impacts to properties, can be obtained from the Saratoga Springs City Planning Department."
- f. Every recorded plat within one-half mile of existing mink farms shall have a required notification stating such.



- g. Every recorded plat within one-half mile of a mining facility shall have a required notification regarding the potential for blasting.

Design Principles and Concepts

Wildflower provides a desirable community, in which residents will live, work and recreate. The community offers a variety of residential housing types and provides for future commercial development. In conjunction with the Community Plan document, the following guiding principles will be implemented throughout Wildflower:

- Transportation Plan and Streetscape: Effective planning of street and pedestrian thoroughfares will reduce the duration and length of vehicle trips throughout the community. These thoroughfares will also provide appealing streetscapes, which incorporate attractive neighborhood entrance features and attractive open space landscaping. A variety of transportation systems are illustrated which include: vehicular systems, bicycle trail systems and pedestrian walks/trails and possible future bus routes.
- Open Space Parks and Recreation: Provide a network of parks and open space which provide connectivity through neighborhoods and serve as desirable spaces for both youth and adult recreation. See Exhibit Four: Open Space Exhibit found on page 46.
- Character: Create a diverse yet harmonious variety of housing types, which accommodate a range of ages, lifestyles and income levels. Subtle variations in building materials, lot sizes and home square footages will provide unique character to each housing product type and establish individual neighborhood identities while maintaining an overall harmonious theme throughout the community. Creating a clear distinction between each neighborhood, yet maintaining a natural flow throughout the community will be established by effectively designing open space and trail networks as well as signage and landscape treatments.
- The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community. Along with the Dark Sky Initiative, this project will conform to the Saratoga Springs Residential Street Light Details and chapter 19.11 of the Saratoga Springs Municipal Code.



- Landscaping: The Wildflower Community Plan shall preserve and generally heighten the area's natural elements and enhance architectural features, the character of homes, buildings, streetscapes, trails and/or open space areas. The purpose is to preserve existing views as well as provide areas of intermittent shade and screening to meet the requirements of 19.06 of the Saratoga Springs Municipal Code, in addition to buffering and sound attenuation from the future Mountain View Corridor.
- Commercial: Approximately 200 acres will be developed. Office, warehouse, retail and other commercial uses will likely be viable in this location. Such commercial growth will encourage employment and commercial growth envisioned in Northern Utah County.
- Parking: Wildflower parking parameters shall be consistent with the regulations in section 13.02 of Saratoga Springs City Municipal Code Parking Regulations and section 19.09 for Off-Street Parking Requirements.
- Establish development parameters to mitigate the immediate and future anticipated impacts of the Mountain View Corridor. This includes appropriate buffering for each individual neighborhood area in the Village Plan documents.

Due to additional taking from UDOT our commercial areas are now 141 acres. The Springs did not add any new commercial space



EXHIBIT ONE: Project Location

TOTAL AREA WITHIN THE COMMUNITY PLAN: ±1,116.79 ACRES

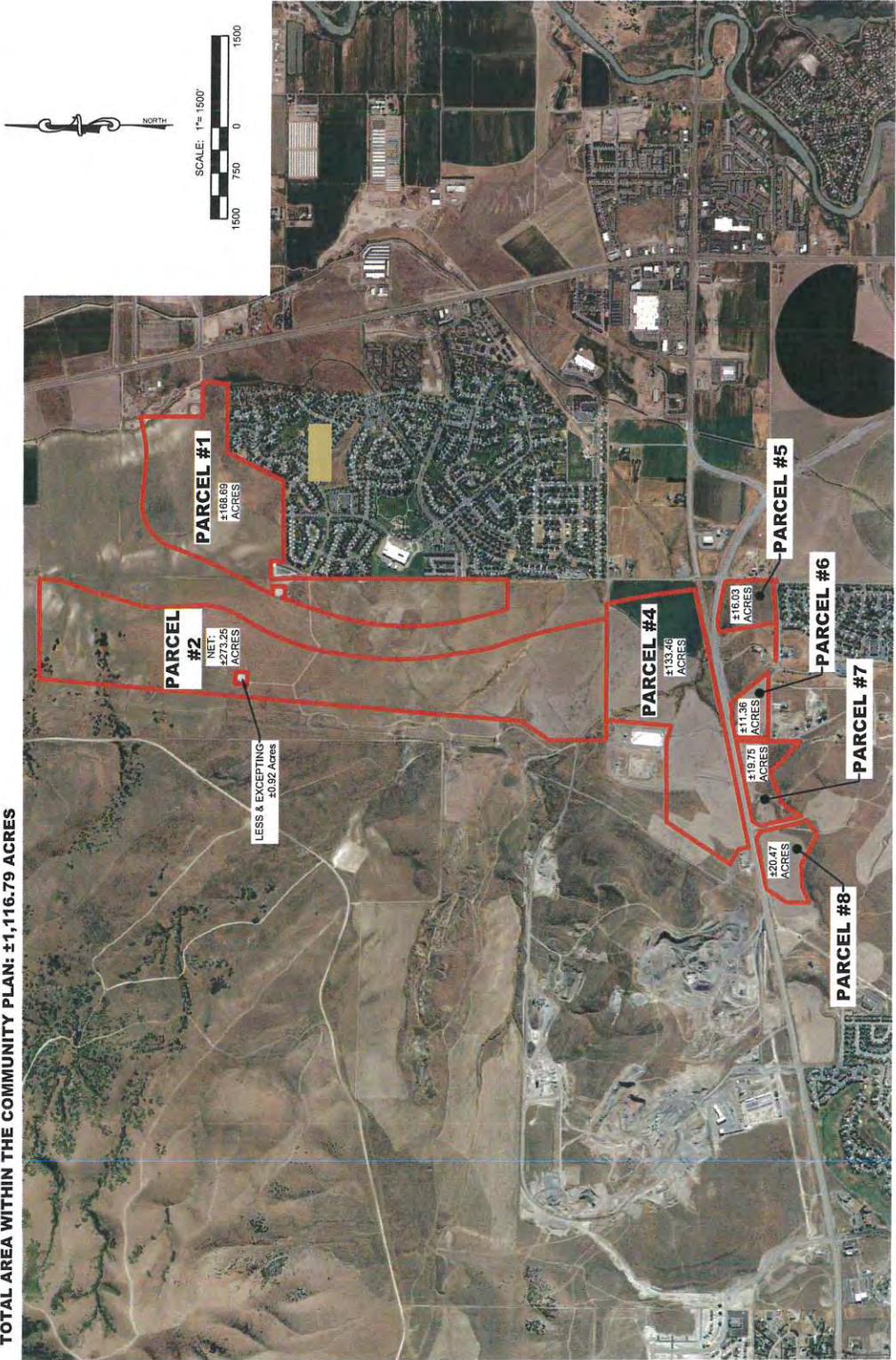
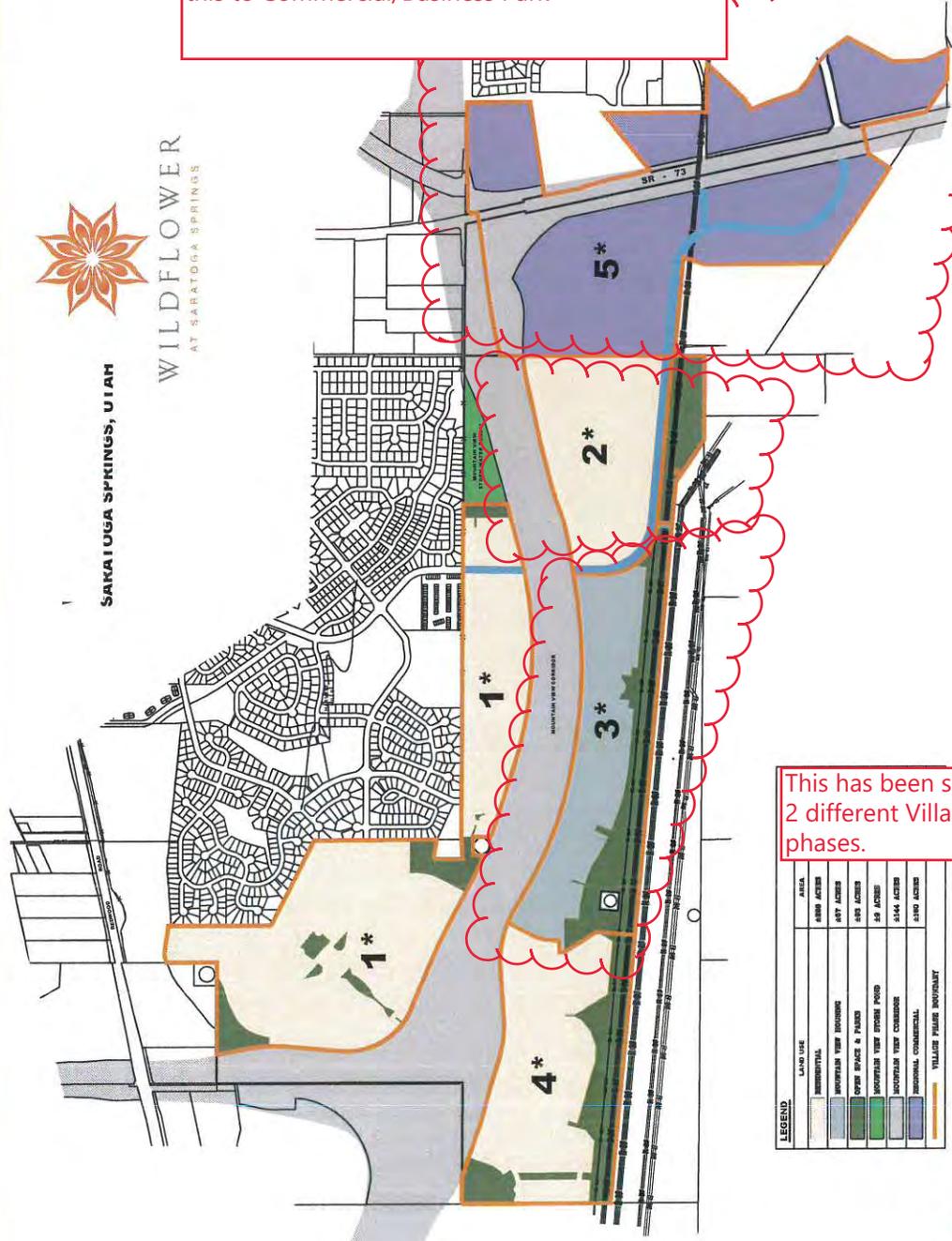


EXHIBIT THREE: Village Phasing Plan



SAKATUGA SPRINGS, UTAH

WILDFLOWER
AT SAKATUGA SPRINGS



UDOT has purchased all the property South of SR 73. Based on UDOT's modified plan and location of exits. Regional Commercial is no longer a viable option. We have discussed this with the City Staff and Council. It was determined to change this to Commercial/Business Park

This has been split into 2 different Village Plan phases.

LAND USE	AREA
RESIDENTIAL	8888 ACRES
RESIDENTIAL WITH PROPOSED	897 ACRES
OFFICE SPACE & PARKS	495 ACRES
INDUSTRIAL WITH STORAGE POND	59 ACRES
INDUSTRIAL WITH COMMERCIAL	5144 ACRES
INDUSTRIAL COMMERCIAL	4950 ACRES
VILLAGE PARKS DEVELOPMENT	

PHASES MAY BE CONSTRUCTED OUT OF ORDER.
** IN PHASES INDICATED, PROPERTY VALUES ARE REPRESENTED BY THIS PHASE



Legal Description

PARCEL #1 – Residential Area East of Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}11'02''W$ along the Quarter Section Line 3688.23 feet; thence $N89^{\circ}48'58''W$ 491.89 feet; thence $N15^{\circ}21'47''W$ 459.85 feet; thence along the arc of a 4440.00 foot radius curve to the right 2668.32 feet through a central angle of $34^{\circ}26'00''$ (chord: $N1^{\circ}51'13''E$ 2628.34 feet); thence $N19^{\circ}04'13''E$ 684.52 feet to the southerly line of that real property described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder; thence along said real property the following six (6) courses: $S18^{\circ}26'38''E$ 1.65 feet; thence $S25^{\circ}22'31''E$ 60.27 feet; thence $N89^{\circ}45'50''E$ 164.03 feet; thence $N0^{\circ}02'37''E$ 198.17 feet; thence $S89^{\circ}57'58''W$ 121.39 feet; thence $S64^{\circ}33'09''W$ 20.59 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: along the arc of a 3000.00 foot radius non-tangent curve to the right (radius bears: $S67^{\circ}52'05''E$) 409.38 feet through a central angle of $7^{\circ}49'07''$ (chord: $N26^{\circ}02'28''E$ 409.06 feet); thence along the arc of a 8140.00 foot radius curve to the left 1433.58 feet through a central angle of $10^{\circ}05'27''$ (chord: $N24^{\circ}54'18''E$ 1431.73 feet); thence along the arc of a 750.00 foot radius curve to the right 974.95 feet through a central angle of $74^{\circ}28'49''$ (chord: $N57^{\circ}06'00''E$ 907.74 feet); thence $S85^{\circ}39'35''E$ 665.49 feet; thence along the arc of a 1500.00 foot radius curve to the left 438.11 feet through a central angle of $16^{\circ}44'05''$ (chord: $N85^{\circ}58'22''E$ 436.56 feet); thence $N77^{\circ}36'20''E$ 298.85 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}05'10''E$ along the Section Line 1023.87 feet; thence $N89^{\circ}51'58''E$ 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: $S16^{\circ}33'17''E$ 43.07 feet; thence $S9^{\circ}58'30''E$ 53.91 feet; thence $S6^{\circ}37'28''W$ 103.89 feet; thence $S9^{\circ}27'03''W$ 107.43 feet; thence $S8^{\circ}32'21''W$ 53.31 feet; thence $S6^{\circ}29'17''W$ 48.17 feet; thence $N89^{\circ}58'51''W$ 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence $S26^{\circ}33'37''W$ along the westerly line of Plats "W & R/S", Harvest Hills Subdivisions 1040.70 feet; thence $S89^{\circ}36'29''W$ along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence $N9^{\circ}35'01''E$ 216.50 feet; thence West 315.47 feet; thence $S3^{\circ}19'17''E$ 215.67 feet to the point of beginning.

Contains: ± 168.69 Acres



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

PARCEL #2 – Residential Area West of Mountain View Corridor

A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0°20'24"E along the Section Line 928.72 feet; thence N33°57'04"E 556.57 feet; thence N5°03'04"E 230.08 feet; thence S69°16'00"E 15.42 feet; thence N20°44'00"E 10.00 feet; thence N69°16'00"W 18.23 feet; thence N5°03'04"E 7709.11 feet; thence N89°52'43"E 1644.05 feet; thence S0°17'28"W 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a 1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00 foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.14 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by the City of Saratoga Springs as described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder.

Contains: ±0.92 Acres

Net Area of Parcel #2 Contains: ±273.25 Acres



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

PARCEL #4 – Collins South, North of Hwy 73

A portion of Sections 15 and 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S89°52'02"E along the Section Line 335.82 feet from the Northwest Corner of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°52'02"E along the Section Line 1917.75 feet to the westerly right-of-way line of that Utah Department of Transportation project described in Deed Entry No. 73384:2011 in the official records of the Utah County Recorder; thence along said right-of-way line the following two (2) courses: southeasterly along the arc of a 9847.77 foot radius non-tangent curve to the right (radius bears: S77°12'23"W) 797.51 feet through a central angle of 4°38'24" (chord: S10°28'25"E 797.29 feet); thence S7°43'59"E 674.43 feet to the north line of that real property described in Deed Entry No. 21976:2010 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: S78°20'40"W 376.37 feet; thence S78°40'44"W 220.46 feet; thence S11°47'40"E 4.41 feet to the north right-of-way line of Highway 73 according to the official right-of-way maps thereof; thence S78°12'05"W along said right-of-way line 3743.84 feet to the east line of that real property described in Deed Entry No. 62164:2006 in the official records of the Utah County Recorder (defined on the record of survey No. 16-084); thence along said real property the following two (2) courses: N11°37'02"W 161.64 feet; thence N56°36'44"W 287.21 feet to the easterly line of that real property described in Deed Entry No. 3081:1970 which line is defined by that survey described in Deed Entry No. 78520:2002 in the official records of the Utah County Recorder; thence N33°57'47"E along said easterly line 1240.27 feet; thence along the extension of and that real property described in Deed Entry No. 115645:2009 and Entry No. 30217:2014 in the official records of the Utah County Recorder the following three (3) courses: N89°46'14"E 1332.78 feet; thence S72°20'32"E 258.56 feet; thence N5°04'59"E 1078.18 feet to the point of beginning.

Contains: ±133.46 Acres

PARCEL #5 – Collins South, South of Hwy 73, West of 800 North

A portion of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°25'41"W along the Quarter Section Line 2257.45 feet from the North 1/4 Corner of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°25'41"W along the Quarter Section Line 528.71 feet to the Northeast Corner of Plat "B", SUNRISE MEADOWS subdivision; thence S85°41'35"W along said subdivision 28.78 feet to the east line of Plat "A", SAGE HILL subdivision; thence along said subdivision the following three (3) courses: N0°00'16"W



56.16 feet; thence S85°41'19"W 688.66 feet; thence N89°13'01"W 610.53 feet to the west line of that real property described in Deed Entry No. 33752:2001 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: N0°23'47"E 9.03 feet; thence S89°20'19"E 621.82 feet; thence N9°02'19"W 934.62 feet to the southerly right-of-way line of Pioneer Crossing according to the official map thereof; thence along said right-of-way the following four (4) courses: N69°57'36"E 89.20 feet; thence S86°44'31"E 206.84 feet; thence S79°25'32"E 529.06 feet; thence S39°22'01"E 51.86 feet to the west right-of-way line of 800 West Street as defined by Deed Entry No. 21981:2010 in the official records of the Utah County Recorder; thence along said right-of-way the following three (3) courses: S0°29'06"W 231.78 feet; thence S0°07'38"W 56.56 feet; thence S89°51'29"E 13.65 feet to the point of beginning.

Contains: ±16.03 Acres

PARCEL #6 – Collins South, South of Hwy 73, East of Hillside Drive

A portion of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point in the south right-of-way line of Highway 73, said point being located N0°20'51"E along the Section Line 539.97 feet and East 56.17 feet from the West 1/4 Corner of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along said right-of-way line the following three (3) courses: N78°12'05"E 320.73 feet; thence S87°08'15"E 114.60 feet; thence N78°12'01"E 140.74 feet to the west line of that real property described in Deed Entry No. 33752:2001 in the official records of the Utah County Recorder; thence S39°12'00"E along said real property 809.96 feet; thence S89°57'14"W 1066.42 feet; thence along the arc of a 15.00 foot radius curve to the right 23.67 feet through a central angle of 90°24'41" (chord: N44°50'26"W 21.29 feet); thence N0°21'55"E 524.81 feet (the previous three courses are along the boundary of Plat "A", SAGE HILL subdivision) to the point of beginning.

Contains: ±11.36 Acres

PARCEL #7 – Collins South, South of Hwy 73, West of Hillside Drive

A portion of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the East 1/4 Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°21'55"W along the Section Line 529.86 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following nine



(9) courses: N46°39'59"W 560.70 feet; thence N34°08'41"W 138.69 feet; thence S67°13'11"W 178.58 feet; thence S71°01'41"W 369.74 feet; thence S40°46'27"W 158.96 feet; thence S30°49'00"W 240.09 feet; thence northwesterly along the arc of a 954.64 foot radius non-tangent curve to the right (radius bears: N68°30'53"E) 156.00 feet through a central angle of 9°21'45" (chord: N16°48'14"W 155.82 feet); thence N12°07'21"W 544.62 feet; thence N32°52'39"E 140.20 feet to the south right-of-way line of Highway 73; thence N78°12'05"E along said right-of-way line 1345.10 feet to the section line; thence S0°20'51"W along the section line 528.22 feet to the point of beginning.

Contains: ±19.75 Acres

PARCEL #8 – Collins South, South of Hwy 73, West Parcel

A portion of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point in the southerly right-of-way line of Highway 73 and on the westerly line of that real property described in Deed Entry No. 822:2006, said point being located N0°20'51"E along the Section Line 192.66 feet and West 1604.35 feet from the East 1/4 Corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along said real property the following eight (8) courses: S57°07'21"E 142.57 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 1050.64 foot radius curve to the left 208.68 feet through a central angle of 11°22'48" (chord: S17°48'45"E 208.33 feet); thence S23°32'32"E 24.36 feet; thence S54°53'34"W 305.11 feet; thence N62°03'18"W 559.95 feet; thence S88°24'59"W 355.06 feet; thence S65°39'53"W 283.43 feet to the quarter section line; thence N0°23'05"E along the quarter section line 367.82 feet to the southerly line of that real property described in Deed Entry No. 3081:1970 which line is defined by that survey described in Deed Entry No. 78520:2002 in the official records of the Utah County Recorder; thence N33°57'44"E 397.94 feet to the southerly right-of-way line of Highway 73 according to the official right-of-way maps thereof; thence N78°12'05"E along said right-of-way line 842.91 feet to the point of beginning.

Contains: ±20.47 Acres



Equivalent Residential Unit Transfers

An Equivalent Residential Unit (ERU) is defined by the Saratoga Springs Municipal Code as a unit of measurement to evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads and public safety of proposed residential and commercial land uses. Every residential and commercial unit is a minimum of one ERU. Since build-out of the Wildflower development will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density ERUs may be transferred within the project as necessary to improve design, accessibility, and marketability. The City acknowledges that the master developer shall have the ability in its reasonable business judgment to transfer ERUs between residential areas within the project upon written notice to the City and delivery to the City of written consent of the property owners of the neighborhoods which are sending and receiving such densities (if different from the master developer), so long as any such transfer adheres to the following standards:

- a. The maximum number of ERUs established in the Community Plan for all residential neighborhoods shall not exceed 1,468 as shown in the Land Use Master Plan.
- b. The maximum number of Commercial ERUs shall be established at time of Village Plan and shall be subject to the Saratoga Springs Municipal Code.
- c. Any transfer of ERUs into or out of any neighborhood type established in the Community Plan shall not exceed fifteen percent (15%) without approval of the City Council. In no case shall the transfer of ERUs into or out of any land use designation or district exceed twenty-five (25%) of that established in the Community Plan. ERU transfers shall comply with the neighborhood breakdown on page 27.
- d. ERUs may not be transferred from a more intensive neighborhood into a less intensive neighborhood designated in this Community Plan located east of the identified Mountain View Corridor and bordering any portion of the Harvest Hills subdivision if such transfer would result in single family lots smaller than 4,500 square feet. Single Family Lots of less than 4,500 square feet are permitted in the Mountain View Housing Neighborhood.
- e. ERUs may not be transferred into any open space or park unless said use and acreage is replaced elsewhere within the same neighborhood.
- f. Density transfers will be finalized at time of Village Plan.



We have not referenced the Mountain View Housing Corridor in the new plan as the increased density has already been approved. These are now the Town Home pockets or Type 4 housing areas. The overall density has dropped from 2.7 units per acre to now 2.55 Units per acre. Please review page 7 of the Amended Plan.

Density

The Wildflower development started with an R-3 zone which typically yields approximately 2.5 units per acre. The overall density was calculated by taking the residential acreage of 588 (595 acres less sensitive lands) multiplied by 2.5 to get 1,468 residential units. The density under the Mountain View Corridor shall be relocated throughout the residential portion of the project with the majority of the density being transferred to the Mountain View Housing area shown on the Land Use Master Plan (see Exhibit Two) with 442 units over approximately 61 acres for an average density of 7.25 units per acre. The units outside of the Mountain View Housing shall consist of 1,026 units spread out in the residential area of approximately 379 acres (including parks and open space) for an average of 2.7 units per acre.

Buildout Allocation

The Wildflower Community will have a variety of housing types and lot sizes to accommodate a mix of income levels, age ranges and lifestyles from the young professional to the retired grandparent. The housing types will vary based on the location within the Residential area or the Mountain View Housing Neighborhood area. The remainder of units outside of the 442 located within the Mountain View Housing Neighborhood shall be single family residential with the exception that multi-family may be permitted on the west side of the Mountain View Corridor in logical locations to allow for larger lots elsewhere.

Regional Commercial

The Regional Commercial use shown on the Land Use Master Plan (see Exhibit Two) will adhere to the Saratoga Springs Municipal Code and further criteria will be submitted for review as part of the Village Plan submittal. A separate Wildflower (Commercial) Design Review Committee will be formed at such time and shall review and approve all proposed Site Plans prior to submittal to the to the City.

As mentioned earlier, Wildflower is no longer able to accommodate Regional Commercial.



Neighborhood Philosophy and Character

Open Space and Trail Networks will create a natural flow between neighborhoods. The trails provide easy access to the variety of open space types that will be located throughout the development. Entrance feature areas with monument signage will create a formal delineation of residential neighborhoods; they will allow for passive uses and create neighborhood individuality and identity. Each neighborhood is to provide a variety of price ranges, lot square footage, staggered yard setbacks, and housing types which will also contribute to a sense of entry to each neighborhood. An identifiable, but subtle difference between building materials, lot size, and home square footage will provide a unique character to each home, while still making each neighborhood easily distinguishable.



Streetscape

The streetscape is an important part of this development that will serve many functions such as project continuity and contributing to the personality of each neighborhood, providing safety for all modes of transportation and creating a sense of place for residents and visitors. Elements including street lights, street furniture, trees and landscaping will contribute to the character of each block. Necked intersections and roundabouts will be used to provide safety for pedestrians and bicyclists; roundabouts will encourage drivers to slow down, improve traffic flow and create areas for an attractive green space with wildflowers and other native plants.



Wayfinding

Wayfinding will be an essential key to each neighborhood's functionality and character. By providing the correct signage, architectural cues, sight lines and lighting, residents and visitors will find it easy to get around and differentiate between neighborhoods. Providing effective wayfinding will allow the open space network to be used to its full potential and create a sense of safety for people of all ages. The wayfinding signs are designed to connect the existing and established neighborhoods and community with the new development; the open space trail network and proper wayfinding signage will create the transition that is necessary to foster a sense of place, community, ownership and safety. More design detail will be addressed in the Village Plan documents and will comply with the Saratoga Springs Municipal Code Section 19.18.



Neighborhood Descriptions

Residential

The Residential area shown on the Land Use Master Plan (see Exhibit Two) will be comprised of single family homes with some multi-family products allowed at the discretion of the City Council and within the allowed ERUs. The single family homes will be of varied design on a range of lot sizes. Single family lot sizes in the development will start at 4,500 square feet and could exceed 20,000 square feet. The neighborhoods shall be walkable. Large lots shall be located in neighborhoods adjacent to Camp Williams and near existing subdivisions, transitioning to smaller lots as the distance to the Mountain View Corridor nears. Homes will be a variety of styles and colors, allowing neighborhood identities to be established. No multi-family products will be proposed on the east side of the Mountain View Corridor.

As we have tried to adjust the Springs density which included apartments and create a diverse community, lot sizes for single family homes necessarily became more flexible. It has been crucial to include minimum lots sizes of 2,400 Square Feet in cluster housing to 5,000 square foot plus size lots. These changes will add character and diversity to Wildflower. This will provide options for the full life cycle of families.



General Development Standards - Single Family Dwellings

Setbacks

Front Yard: 15' min.

Front Access Garage: 20' min.

Side Access Garage: 24' min. (Subject to standard driveway approach widths.)

Rear Yard: 10' min.

Side Yard: Varies by Lot Size measured at front setback

Lot widths between 45'- 50': 5'/10'

Lot widths between 51'- 60': 6'/12'

Lot widths between 61' and greater': 8'/16'

Corner Lots:

Front Yard: 15' min.

Front Access Garage: 20' min.

Side Yard facing a street: 15' min.

Set backs have been clarified to different types of residences and neighborhoods. We have worked with staff to bring all set back in line with code.

Building Height: 35' maximum height measured at the vertical distance from the established, finished grade surface at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Lot Size: Varies by neighborhood. See table on page 27. Lot sizes on corner lots shall be increased by 10%.

Lot Width: Lot width varies by neighborhood. See table on page 27.

Lot Frontage: 45' minimum measured at front setback.

Lots adjacent to Harvest Hills: Lots adjacent to the Harvest Hills neighborhood shall be equal to or greater than the average lot width of the adjacent Harvest Hills Plat.

Lot Coverage: 50% max.

Minimum Dwelling Size: To be determined at Village Plan.

Clear View Triangle: All Structures shall be required to maintain a clear view triangle as defined under section 19.06 of the Saratoga Springs Municipal Code.

General Development Standards - Accessory Structures Requiring a Building Permit

Setbacks

Front Yard: Same as Primary Structure

Side Yard: 5' min.

Rear Yard: 5' min.

Corner: Same as primary structure for front and streetside.

Distance from any dwelling unit: 5' min.

Height: As per Saratoga Springs Municipal Code

*Accessory Structures shall meet the requirements of the Saratoga Springs Municipal Code section 19.05



Neighborhood Breakdown

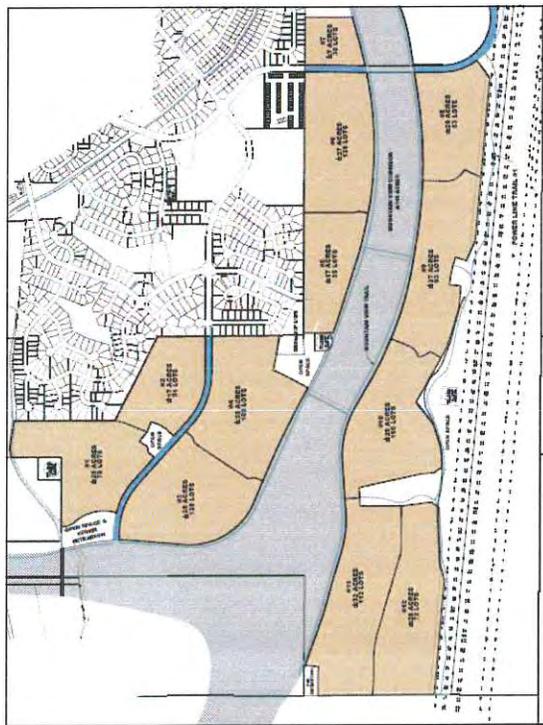
We consolidated these neighborhoods into housing types and added more detail.

Area	Neighborhood Lot Size Percentage Exceptions	Minimum Lot Width at Front Setback	Typical Range of Lot Sizes	Side Yard Setbacks**
Neighborhood 1*	N/A	60	8,000 - 14,000	6'/12'
Neighborhood 2	Maximum 10% of lots 8,000 - 9,000 square feet	70	9,000 - 14,000	8'/16'
Neighborhood 3	N/A	45	4,500 - 7,000	5'/10'
Neighborhood 4	Maximum 25% of lots 4,500 - 5,000 sq. ft.	45	4,500 - 8,000	5'/10'
Neighborhood 5	Maximum 10% of lots 7,000 - 8,000 square feet	60	8,000 - 11,000	6'/12'
Neighborhood 6	N/A	50	4,500 - 7,000	5'/10'
Neighborhood 7	N/A	45	5,000 - 7,500	5'/10'
Neighborhood 8	N/A	45	4,500 - 7,000	5'/10'
Neighborhood 9	N/A	45	4,500 - 7,000	5'/10'
Neighborhood 10	N/A	45	4,500 - 7,000	5'/10'
Neighborhood 11	Maximum 20% of lots 5,000 - 6,000 square feet	50	6,000 - 12,000	5'/10'
Neighborhood 12	Maximum 25% of lots 9,000 - 10,000 square feet	70	9,000 - 20,000	8'/16'
Neighborhood 13***	N/A – Lots may face private drives	45	3,500 - 4,500	5'/10'

- * In Neighborhood 1, lots immediately adjacent to the Pumpkin Patch Neighborhood of Harvest Hills shall be equal to or greater than 10,000 square feet.
- ** Summary of setbacks. Full setback details can be found on page 26 of the Community Plan.
- *** Cluster Homes located in multi-family area. See pages 30-32 of the Community Plan for product description.



Residential Single Family



Mountain View Housing

The Mountain View Housing neighborhood subdivisions have been planned around the future installation of the Mountain View Corridor. The plan allows for a higher density residential use to properly transition from the single family areas to more intense commercial areas. The Mountain View Housing neighborhoods may include a mix of smaller, single family cluster homes, traditional front loaded townhomes and rear loading townhomes. No stacked apartments or condominiums are permitted. Pockets of single family cluster homes may offset medium density townhome products, but shall not exceed overall ERUs for the area. Overall density within the Mountain View Housing area shall not exceed 442 units.

These are still included but are now referred to Type 4. See page 5-16 of the Amended plan.



General Development Standards - Townhomes

Townhomes are typically defined as a row of houses built in a similar style and sharing common walls as well as having a separate entrance for each dwelling. Townhomes may be front loaded or rear loaded with attached courtyards.

Setbacks: Will be determined at Village Plan per Section 19.26.

Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs. No stacked units are permitted.

Garages: Two car garages are required.

Parking: Off street guest parking shall be provided for any product with less than a 20' driveway, at a minimum rate of 0.25 spaces per unit. 2.25 parking spaces required per unit.

Open Space: 30% min.

General Development Standards - Single Family Cluster Homes

Cluster Homes share similar characteristics of traditional single family homes. Lot sizes are smaller and typically front a shared driveway.

Setbacks

Front Yard: 15' min.

Front Access Garage: 20' minimum measured from back of any sidewalk or edge of a shared driveway unless additional parking is provided for.

Rear Yard: 10' min.

Corner Lots: 10' on side facing street.

Building Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Lot Size: 3500-4500 sq. ft.

Min. Lot Width: 50' ft.

Lot Coverage: 60%

Min. Dwelling Size: To be determined at Village Plan.

Clear View Triangle: All Structures shall be required to maintain a clear view triangle as defined under section 19.06 of the Saratoga Springs Municipal Code. Cluster Lots accessing from a shared driveway are subject to a 15' site triangle.

Garages: Two car garages are required.

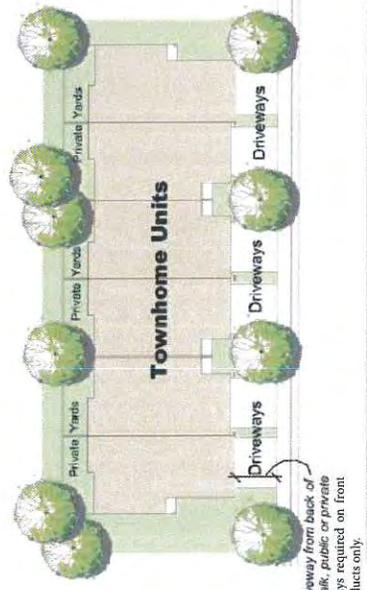
Parking: Off street guest parking shall be provide for any product with less than a 20' driveway at a rate of 0.25 spaces per unit. 2.25 parking space required per unit.



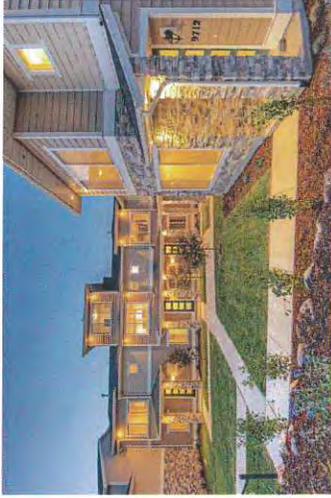
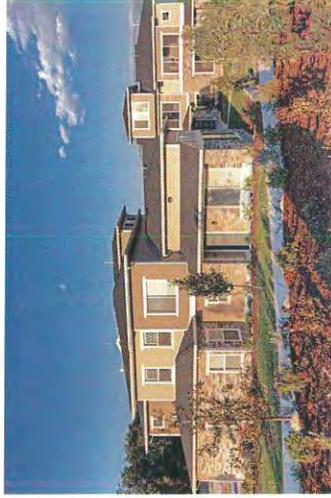
Mountain View Housing Townhomes



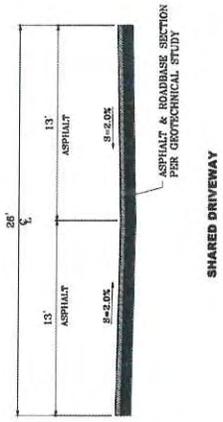
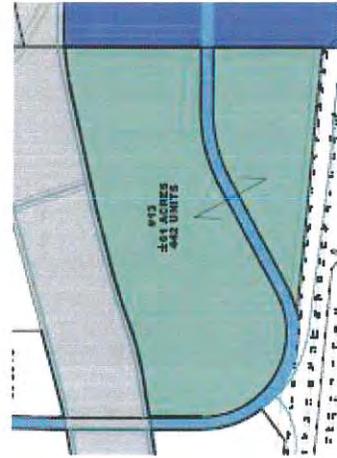
Courtyard Townhomes



Traditional Front Loading Townhomes



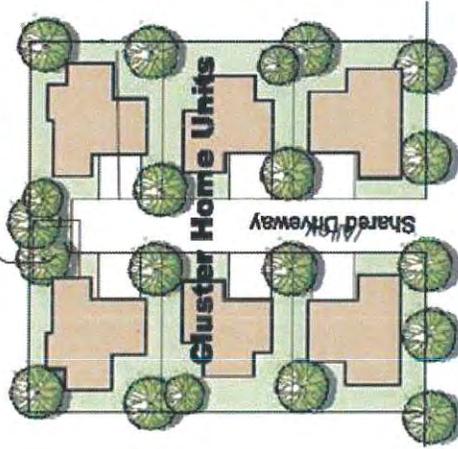
Mountain View Housing Cluster



26' Shared Driveway



Snow Storage (Typical)



*Minimum 20' driveway from back of any sidewalk or shared driveway.

Typical Layout

Mansion Style Concept



"THE MANSIONS" (Alley Loaded)

Located in Daybreak, UT

Builder: Holmes Homes approx. 2009

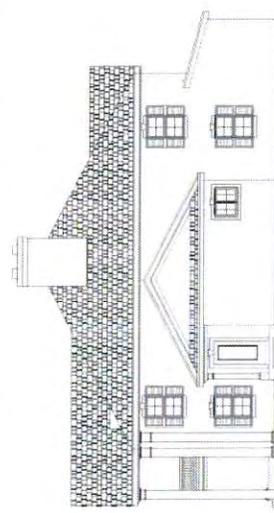
3 plex

Density 6-8 du/ac

Product Type is designed to appear as a large single family home but is a multi-family attached 3 plex building.



Actual layout in Daybreak



Proposed product type located in Saratoga Springs

*Product type is conceptual and demonstrates the design principles that may be allowed in the Residential or Mountain View Housing areas depicted on the Master Plan. The developer retains the right to modify the product type to meet Architectural Guidelines.

Residential WDRC

Wildflower Design Review Committee (WDRC)

In order to create, maintain and improve the Project as a pleasant, desirable and sustainable community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of Wildflower Development, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within the Project shall be subject to a Design Review Process and approval by the established Wildflower Development Review Committee (WDRC).

The WDRC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The WDRC shall consist of representatives from the following: The Master Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. The Master Developer shall retain the right to retain or replace members of the WDRC at its discretion.

- Still continuing this.



This section has mostly remained the same all though some language and exhibits have been improved.

Architectural Guidelines

The standards listed below are to be viewed as design guidelines for the homes of the Wildflower at Saratoga Springs Development. The architectural styles listed can be used in many variations to create the unique and individual character desired for each family home. Examples of Architectural styles have been provided however the binding guidelines for each neighborhood shall be established at Village Plan.

Repetitious and homogenous building styles are not permitted in the Wildflower Community; a variety of housing types, color variations and types of materials will help create the unique neighborhoods that will make up the development. Single family homes with the same style, floor plan or color scheme will not be built on lots next to, adjacent to or across the street from each other, further details will be provided with the Village Plan. Each home will go through the Wildflower Design Review Process before approval is given to build.

Creating a strong sense of place and building a desirable community are the goals of the chosen architectural styles for Wildflower at Saratoga Springs. Each style will contribute to the character of the neighborhoods and the individuality of every home will create an attractive streetscape throughout the development. Elements such as roof shape and pitch, window size, shape and placement, or construction materials such as brick, stucco or wood can all be used to create the subtle details that foster individuality in a home.



Housing Styles and Examples

Contemporary (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

Wildflower contemporary homes integrate a wide number of style features, mixing historic elements with current lifestyle concepts, resulting in homes that connect to the outdoors, while establishing a warm and inviting living environment. This unique housing style does not reflect any specific time period, allowing nostalgia for other styles to create an individual interpretation. The following features identify a Contemporary style home:

We have improved these details and exhibits.

- Low roof pitches
- Large windows
- One or two stories
- Hip roof forms with extended eaves
- Clean lines and detailing
- Heavy front porch details
- Lap siding or stucco with masonry details
- Extensive use of natural light
- Open floor plan
- Indoor and outdoor living spaces



Low Pitched Roof



Home Examples



Lap Siding with Masonry Details



Clean Lines and Detailing



Craftsman (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

Wildflower craftsman homes present a more intimate style with the use of simple forms and natural materials such as wood, brick and stone and interesting details, giving the home a warm and welcoming feeling. This style of home was developed from the Arts and Crafts movement during the 19th and 20th centuries. Some of the first true Craftsman homes were built in California; the open floor plan and lower profile were ideally suited for California's mild year-round climate. Since then many interpretations of this housing style can be seen all over the country, including in Utah. The following features identify a Utah Craftsman style home:

- Low to moderate pitched gable roof
- Decorative beams and braces
- Porches that are either full or partial width
- Porch supports with square or battered column bases
- Wide exterior window and door casing
- Lap siding or stucco with masonry wainscot typical

We have improved these details and exhibits.



Porches that are Full or Partial Width



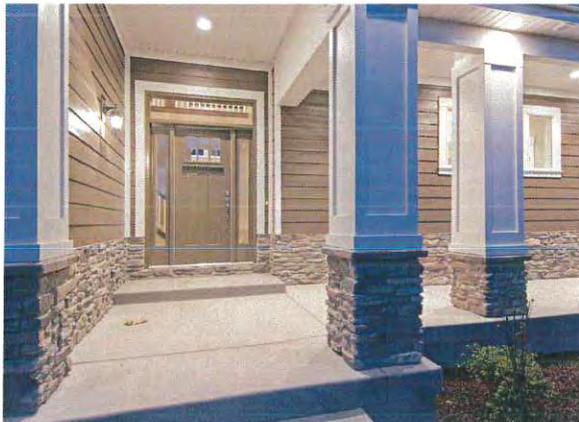
Home Examples



Lap Siding with Masonry Wainscot



Porch Supports with Square Bottoms



European (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

The Wildflower European style combines an old world and romantic charm with modern elements. This style of home showcases many European influences such as Italian influence, Tudor style design cues, Mediterranean floor plans and Spanish home designs; the European style can easily range in size to fit each individual family's needs. These homes are characterized by medium to steep roof pitches, detailed entrances, hip roof forms, arched openings and shutters. Unique elements such as multi-paneled windows of varying sizes, spacious living areas and high ceilings create the unique blend of comfort and refinement. The following features identify a European style home:

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters

We have improved these details and exhibits.



Hip Roof Forms



Home Examples



Arched or Square Openings



Lap Siding with Masonry Wainscot Typical



Traditional (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

The Utah Traditional housing style has been developed over the past few decades, referencing a combination of desert architectural styles, modern elements and the craftsman style. Features such as street-facing garages, multiple gables and setbacks of the front façade and decorative front porches comprise the elements that create a warm, inviting and distinctive home design. The following features identify a Traditional style home:

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters typical
- Lap siding or stucco with masonry wainscot typical

We have improved these details and exhibits.



Shutters Typical



Home Examples



Arched or Square Openings



Moderate to High Roof Pitches



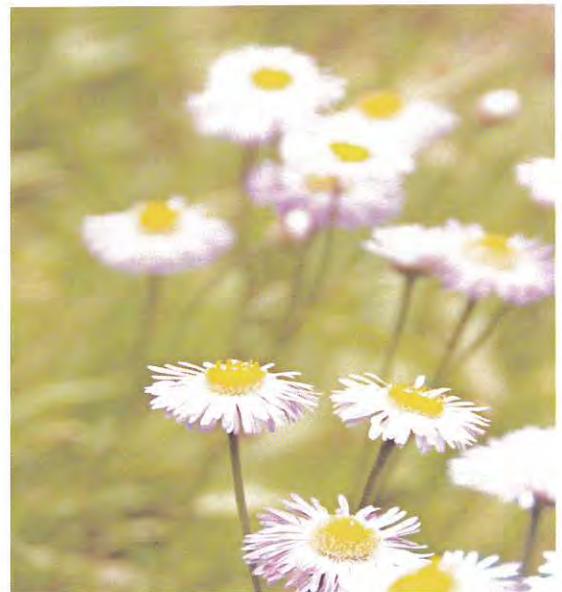
Landscape Philosophy

The landscaping and open space of the Wildflower Community shall meet the requirements of Saratoga Springs Municipal Code Section 19.06 and 19.26 respectively. The objective is to preserve and generally enhance the areas natural features and character of the homes, buildings, streetscape, trail or open space areas, to strengthen and frame vistas and provide areas of shade intermittently.

Lawn, patio and garden areas are subject to approval by the WDRC. Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the area and improve erosion control within the Project.

All lots shall have the front and side-street yards for corner lots, landscaped within one year, and interior side and back yards within two years after receiving a Certificate of Occupancy and shall be subject to the requirements of Saratoga Springs Municipal Code Section 19.06.

Landscaping may include a combination of lawn, trees, shrubs, mulch, rock or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants subject to the methods and general standards of the Saratoga Springs Municipal Code section 19.06. The WDRC or applicable Homeowners Association as well the City will enforce the landscaping requirements.



The Springs Community Plan has 91 acres of open space and Wildflower has 133 acres of opens space. The new plan provides 308 acres of amenity filled open spaces and parks which is 84 acres more open space.

Parks and Open Sp

As defined in Section 19.02.02, the Wildflower Development will include a minimum 30% open space in the form of multiple park types and trail networks some of which is located in the Mountain View Corridor. Dedication of some of the land to Saratoga Springs City is anticipated for use as public parks and/or parkway trail/bike and transit system and maintained following the improvements of the areas by the developer.

Developer shall be required to improve parks and open space as per section 19.26.06 (4) of the Saratoga Springs Municipal Code effective 11-18-2014.

Open space including parks, trails, and limited common space adjacent to or within each village plan shall be included, designed, and constructed with the corresponding village plans. Larger parks, such as the parks to the west of the Mountain View Corridor and Single Family neighborhoods shall be phased to correspond with the village plans adjacent to them. Open space in the Mountain View Housing neighborhood shall be defined at time of Village Plan to ensure that such open space is usable.

The developer shall phase open space improvements consistent with a phasing plan approved by the Planning Director and in accordance with Section 19.13 of the Saratoga Springs Municipal Code.

Goals for Open Space:

- Provide a network of public or private parks and open space using a variety of differing and suitable types of recreation such as neighborhood parks, community gardens, parkways, connector trails and pocket parks.
- Provide a short walking distance for every home to open space/trails network. Place developed open space venues in areas of high visibility and in user-friendly and suitable locations that are conducive to the type and variety of recreational uses that are appropriate for the various areas and conditions.
- Provide improvements which comply with the Parks, Trails and Open Space Master Plan.



Open Space Management Plan

Wildflower meets the City's requirements for a minimum of 30-percent improved and native, public and private open space within the Planned Community District area, as shown on the following table and maps, and as described below:

UDOT has a total of 26.88 acres of open space within the residential portion of the Wildflower Community Plan. This is located in the Mountain View Corridor, its trails, and the detention basin. (See the Overall Open Space Exhibit found on page S14-11 for the Community Plan.) This accounts for 6.08% open space in the project. The development requires 30%, and developer will contribute to the overall residential area an additional 106.69 acres, which is 23.92% of the total residential land. Wildflower shall be required to meet a 23.92% open space requirement on a phase-by-phase basis to stay compliant, with the remaining percentage coming through UDOT. The remaining 6.08% will be improved by UDOT in conjunction with the Mountain View Corridor.

We have detailed a more clear process to hold us accountable to timely provide open space and open space bonding.



EXHIBIT FOUR A: Open Space Management Plan

We have provided a more detailed opens space management plan

Village Plan Area 1						
	Units	Acres	Park Construction Value	Total Value Phase	\$2000/Unit Req./Phase	Discrepancy
Neighborhoods 1-7	571	15.73	\$2,071,804	\$2,071,804	\$1,142,000	\$929,804
Additional Open Space Ground Contributed from West of Corridor Towards Village Plan Area 1 Requirement	0	24.62	\$0	\$0	\$0	\$0
Total Village 1	571	40.35	\$0	\$2,071,804	\$1,142,000	-\$929,804
Carryover to Village 2	0	0	-\$929,804	\$0	\$0	-\$929,804

Future Village Plan Requirements						
	Units	Acres	Park Construction Value	Total Value Phase	\$2000/Unit Req./Phase	Discrepancy
Future Village Plans	897	65.34	\$864,196	\$864,196	\$1,794,000	-\$929,804
Carryover from Village Plan Area 1	0	0	\$929,804	\$929,804	\$0	\$929,804
Total Future Village Plans	897	71.31	\$1,794,000	\$1,794,000	\$1,794,000	\$0

UDOT Open Space in MVC Trails & Detention						
	Units	Acres	Park Construction Value	Total Value Phase	\$2000/Unit Req./Phase	Discrepancy
UDOT MVC Trails & Detention	0	26.88	\$0	\$0	\$0	\$0
Total UDOT	0	26.88	\$0	\$0	\$0	\$0

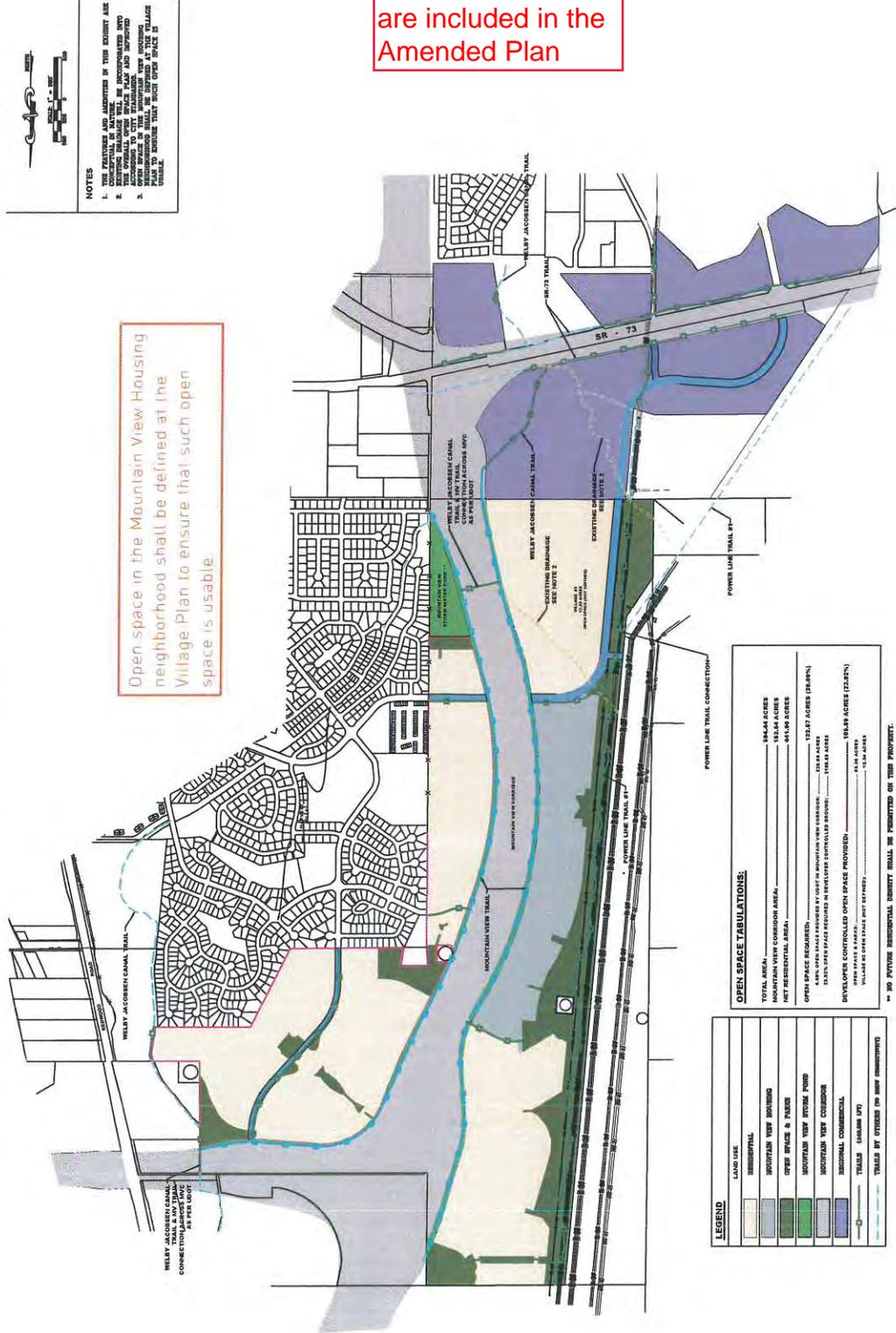
Total Open Space Required Per Community Plan						
	Units	Acres	Park Construction Value	Total Value Phase	\$2000/Unit Req./Phase	Discrepancy
Village Plan Area 1	571	40.35	\$2,071,804	\$2,071,804	\$1,142,000	\$929,804
Future Village Plans	897	65.34	\$864,196	\$864,196	\$1,794,000	-\$929,804
UDOT	0	26.88	\$0	\$0	\$0	\$0
Total Village Plan Area 1	1,468	133	\$2,936,000	\$2,936,000	\$2,936,000	\$0

Total Open Space Required Per Community Plan			
	Units	Acres of Open Space	% of Total Ground
Wildflower Owned Village Plan Area 1 plus Future Village Plans	1,468	105.69	23.92%
UDOT	0	26.88	6.08%
Total Village Plan Area 1	1,468	132.57	30%

The open space outside of this Village Plan shall be dedicated at the time any plat does not have the sufficient 23.92% Open Space and sufficient Open Space is not available to dedicate from within this Village Plan.

Estimates for each park and amenity to be prepared and submitted by a licensed landscape architect at time of platting toward the required values of this village plan. Construction values to count all park/open space improvements and equipment costs.

EXHIBIT FOUR: Community Level Open Space



NOTES

1. THE FEATURES AND AMOUNTS OF THIS EXHIBIT ARE BASED ON THE INFORMATION PROVIDED BY THE DEVELOPER AND ARE SUBJECT TO VERIFICATION BY THE PLANNING DEPARTMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING DEPARTMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL INFORMATION IS ACCURATE AND COMPLETE.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING DEPARTMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL INFORMATION IS ACCURATE AND COMPLETE.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING DEPARTMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL INFORMATION IS ACCURATE AND COMPLETE.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PLANNING DEPARTMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL INFORMATION IS ACCURATE AND COMPLETE.

Open space in the Mountain View Housing Village Plan to ensure that such open space is usable

Updated exhibits are included in the Amended Plan

OPEN SPACE TABULATIONS:

TOTAL AREA	184,448 ACRES
MOUNTAIN VIEW CORRIDOR AREA	152,144 ACRES
NET RESIDENTIAL AREA	65,148 ACRES
OPEN SPACE REQUIRED	132,877 ACRES (28.64%)
4.5% OPEN SPACE PROVIDED BY 100 FT MOUNTAIN VIEW CORRIDOR	138,424 ACRES
12.5% OPEN SPACE PROVIDED BY INCLUDES CONTROLLED BROWNS	118,424 ACRES
DEVELOPER CONTROLLED OPEN SPACE PROVIDED	184,448 ACRES (23.24%)
UNDEVELOPED OPEN SPACE PROVIDED	184,448 ACRES (23.24%)

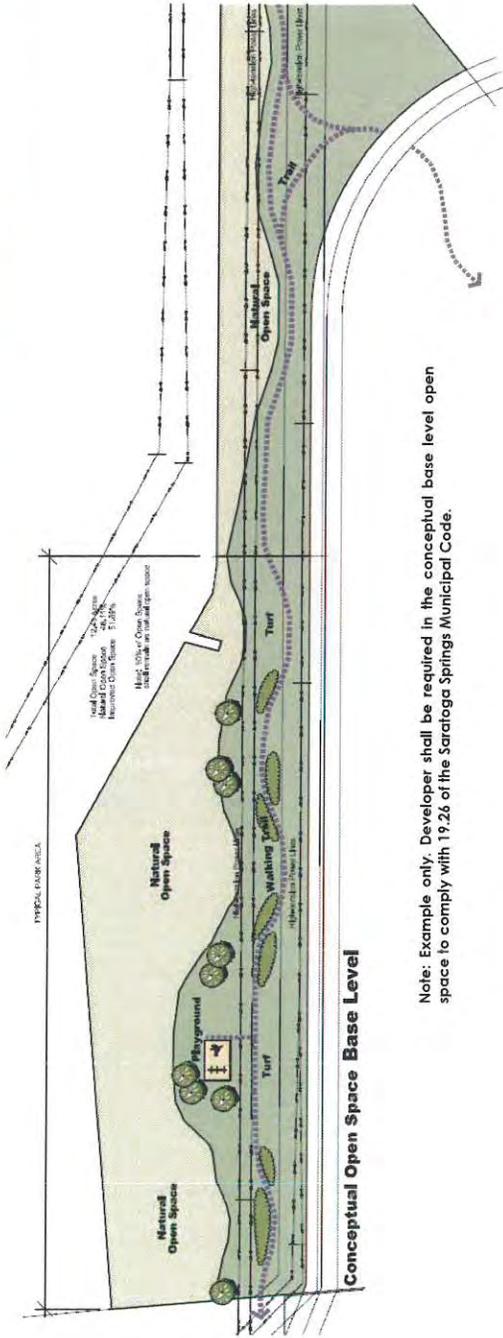
LEGEND

LAND USE	
RESIDENTIAL	
MOUNTAIN VIEW CORRIDOR	
OPEN SPACE & PARKS	
MOUNTAIN VIEW SYSTEM POND	
MOUNTAIN VIEW CORRIDOR	
REGIONAL COMMERCIAL	
TRAILS (SHOWN LTR)	
TRAILS BY OTHER DEVELOPERS	

NO FUTURE RESIDENTIAL DENSITY SHALL BE PERMITTED ON THIS PROJECT.

EXHIBIT FIVE: Open Space and Primary Trails

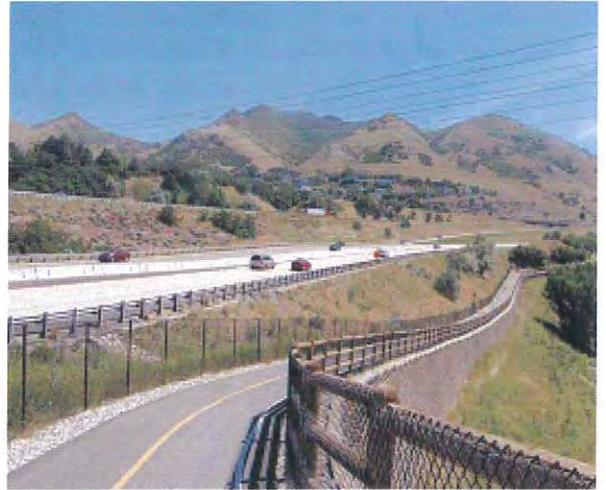
We have provided more details and more exhibits demonstrating our vision for the open space.



Edge Conditions and Buffers

The open space concept along the western edge of Wildflower will create a buffer between Camp Williams and the Residential Area. In addition, a 20' buffer will be required between the Mountain View Housing neighborhood and the future commercial area, which shall be located on the commercial side. This provides a needed transition between land uses. Further details will be provided at Village Plan.

Along the northern and eastern portions of the project, because of safety and connectivity concerns, the 20' open space buffer should be utilized as on-street trails and park lawns. Placing trails around the Mountain View Corridor will allow for the space to be utilized in the best possible way for the Wildflower community.



Park Standards

Parks should be developed for both active and passive recreation activities, taking into consideration the demographic profile of residents. Parks may be generally located as per the included Conceptual Plan found in Exhibit Four and should be accessible from the interconnecting neighborhood trails, sidewalks or low-volume residential streets. Benches, shaded areas, trash receptacles, picnic tables and neighborhood trail accesses are appropriate park enhancements. Exhibit Five shows an example layout for the southwest section of the development, showcasing ideal community park details. The developer shall be required to improve these parks and open spaces to meet the recreational needs of residents as per section 19.26 of the Saratoga Springs Municipal Code.

The open space must be labeled with a type and include the following details:

- Description
- Size
- Service
- Examples

These areas are to be addressed in the more specific "Village Plan" design documents, in each ensuing development phase. Examples of the various type of parks and open space are listed generally as follows (see details on pages 50-52):

- Entrance Node
- Pocket Park
- Neighborhood Park
- Greenway

UDOT Detention

The developer will improve the UDOT detention basin in accordance with the Saratoga Springs City Standards and Specifications. Developer does acknowledge an agreement with UDOT to improve this detention basin.



Entrance Feature Node

The formal entrance to a residential community that showcases neighborhood identity through landscaping, monuments or signage and green space.

Size: Varies

Service: Varies depending on neighborhood size

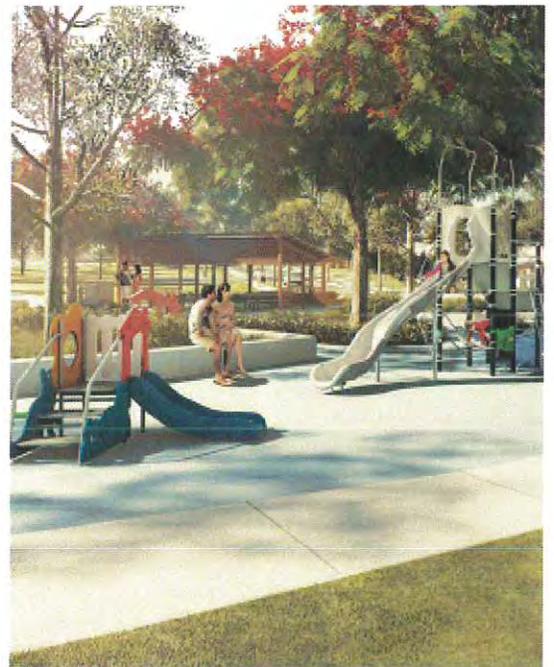


Pocket Park

These small parks allow for people to gather, relax or to enjoy the outdoors. The spaces can have simple elements such as benches and a few trees or include fun elements like playground equipment, climbing boulders and lawn berms. Parks should strive to meet the recreations needs of residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.

Size: 2,500 square feet to 1 acre

Service: Varies depending on neighborhood size



Neighborhood Park

The neighborhood park can be the focus of a neighborhood, providing an informal recreation space or gathering area for the community's residents. They should serve as extensions of the neighborhood around them; the park design should create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents.

Size: 1 to 3 acres or more

Service: Varies depending on neighborhood size

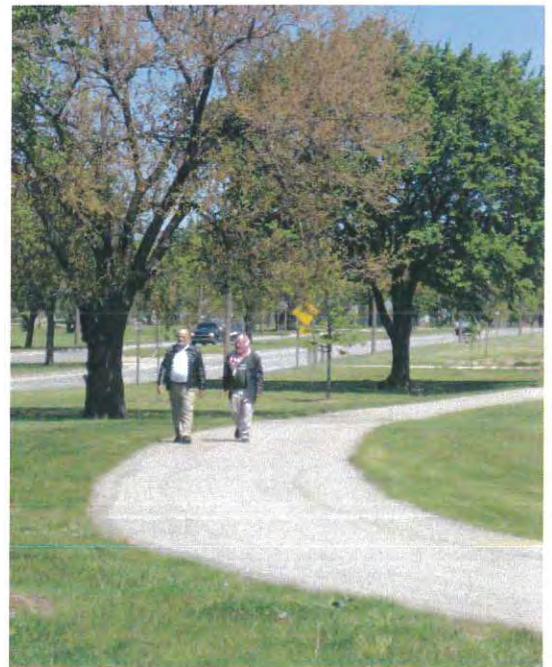


Greenway

A linear open space feature with passive and active recreational elements designed to incorporate the space located around or within a natural resource area.

Size: Varies

Service: Varies depending on neighborhood size



Parkway

Open space surrounding a street which is often a tree-lined and landscaped area in addition to other landscaping. Credit for open space is only calculated if outside of the full pavement buildout width.

Size: Varies

Service: Varies



Connector Trail

Sidewalk connections used by pedestrians and cyclists to link to main trail and open space network. Exhibit Six features ideal walking, paved and unpaved trails.

Size: Varies

Service: Varies

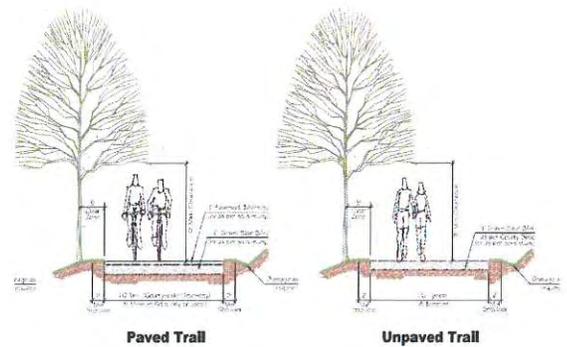
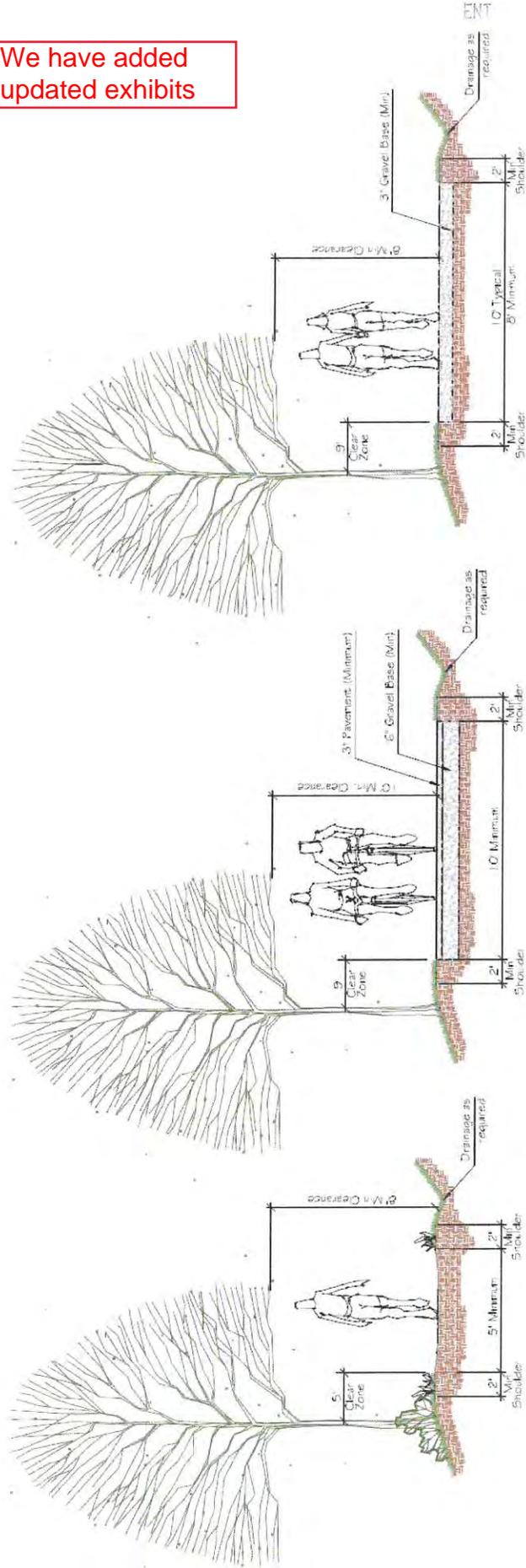


EXHIBIT SIX: Connector Trail

Note: Trails identified on the City's Master Plan shall comply with City Standards, and other trails shall comply with the standards below.

We have added updated exhibits



Signage

Wayfinding

Signage section is much more clear and extensive with much better exhibits.

Wayfinding can be defined as a spatial problem solving and definition; it contributes to creating the identity of each neighborhood that is different from the others in the community. Three criteria determine if a person can navigate a space. First, whether the navigator can discover or infer his/her present location; second, whether a route to the destination can be found; and third, how well the person can accumulate wayfinding experience in the space.

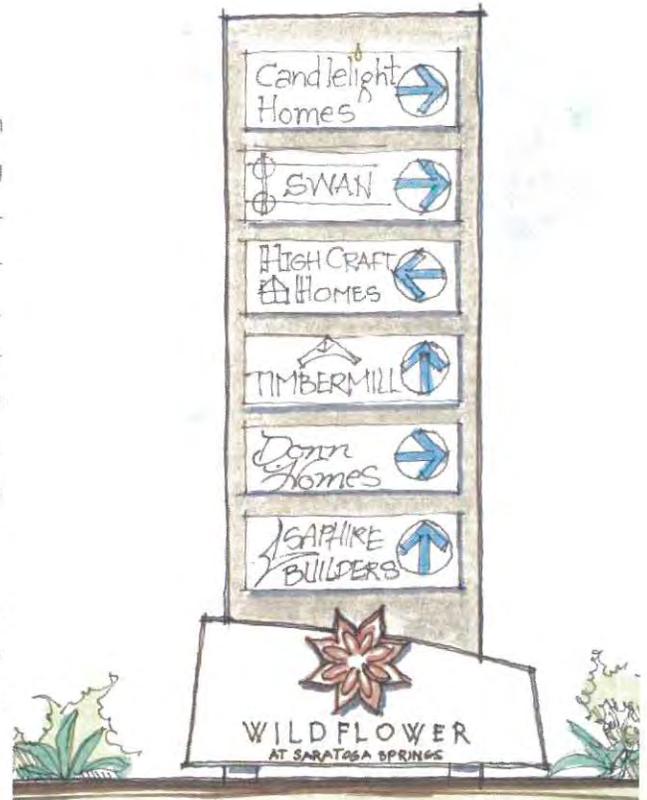
The following principals can be achieved by inserting landmarks that can be used to provide orientation cues and memorable locations, creating regions of differing visual character, providing signs at decision points to help wayfinding decisions and using sight lines to show what's ahead.

Purpose:

- Assist Wildflower residents and visitors in locating residential, commercial, open space and parking destinations.
- Enhance the pedestrian and bicyclist environment in the community.
- Add to the safety, appeal and sense of community ownership of the streetscape.

Entrance Signs and Monuments

All sign locations will be part of the Village Plan process however primary and secondary entrance signs have been provided on page 55.



Note: Temporary development and directional signage will be required to be removed immediately upon issuance of the certificate of occupancy for the last home located within a Village Plan, or by request of the WDRC, and are subject to 19.18 of the Saratoga Springs Municipal Code.



Standard Street Light Details

This project will conform to all Saratoga Springs Street Light Standards found in the Saratoga Springs Municipal Code Section 19.11. The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community due to the proximity of Camp Williams. The purpose of Dark Sky is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, productivity, enjoyment and commerce while preserving the ambiance of the night. The guiding standards are:

- Curtail and reverse any degradation of the nighttime visual environment and the night sky.
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary.
- Conserve energy and resources to the greatest extent possible.
- Help protect the natural environment from the damaging effects of night lighting.
- Conserve energy and resources to the greatest extent possible.
- Promote general safety and welfare.

All outdoor lighting fixtures (luminaires) shall be installed in conformance with this Regulation and with the provisions of the Building Code, Electrical Code, and the Sign Code, as applicable and under permit and inspection, if such is required.



Fencing and Buffer Treatments

- Fencing, walls and hedges exceeding three feet in height may not be erected in any front yard space of any residential lot.
- A solid fence, wall or hedge alongside property lines shall be no greater than 6 feet in height.
- A solid fence, wall or hedge along rear property lines where there is no alley or rear lane shall be no greater than 6 feet in height.
- Noise abatement measures including the use of sound walls along the Mountain View Corridor are permitted to exceed 6 feet in height and shall be subject to design standards set forth by UDOT.
- Chain link and wire fencing is prohibited as per Section 19.06 of the Saratoga Springs Municipal Code.
- Fencing around the perimeter of the property shall be consistent in terms of color, style and material with the Wildflower Community Plan.
- Fencing material shall be masonry, stone vinyl, wrought iron, composite material or other material approved by the WDRC. Use of landscaping materials for hedges and fencing is encouraged.
- Side yard fencing between homes with setbacks of five feet or less are required to be behind the rear building line.
- Semi-private fencing shall be required along all trail corridors and open space with the exception that those areas that abut and parallel an arterial road may be allowed to install privacy fencing as allowed by the Land Use Authority.



Street Names and Thoroughfares

In order to assist in incorporating roads and thoroughfares into the project's landscape theme, the street names will come from Utah wildflowers. All street names will be approved by the Saratoga Springs GIS department prior to recording a plat. Some Utah wild flowers include:

- Bluebell
- Buttercup
- Paintbrush
- Yarrow
- Violet

These names will assist in cognitive mapping and project identity. Ideally each Village Plan will share a specific theme that will assist in wayfinding for residents and visitors.

Second Access

Second access requirements shall be met and addressed through phasing so that no more than 50 lots may be constructed on any existing road until a second access is provided per Section 19.12 of the Saratoga Springs Municipal Code.

Transportation

A transportation plan shown in the Wildflower Traffic Impact Study, located in the Thoroughfare Plan section, will show a network of thoroughfares identifying wayfinding elements, entrance monumentalization and traffic calming elements, incorporating multi-modal transportation elements that focus on sustainable and well-designed pedestrian oriented neighborhoods and thoroughfares. See Exhibits eight and nine for proposed road sections including a Collector Road a Local Street and a Minor Arterial Road.



We have provided an updated traffic study.

Traffic Impact

Hales Engineering conducted a traffic study of the project area in May 2014 and updated it in February 2015. See Exhibit Ten of the full Traffic Impact Study for a Trip Generation Table (page 10). The traffic analysis was performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73

These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined between the hours of 5:00 and 6:00 pm. All study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85)/Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at 800 West/SR-73 intersection is almost 500 feet.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions (after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed. The study area was defined based on conversations with the development team.

This study was scoped to evaluate operational performance impacts of the project following intersections:

- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73
- South Project Access/SR-73

The resulting distribution of project generated trips is as follows:

To/From Project:

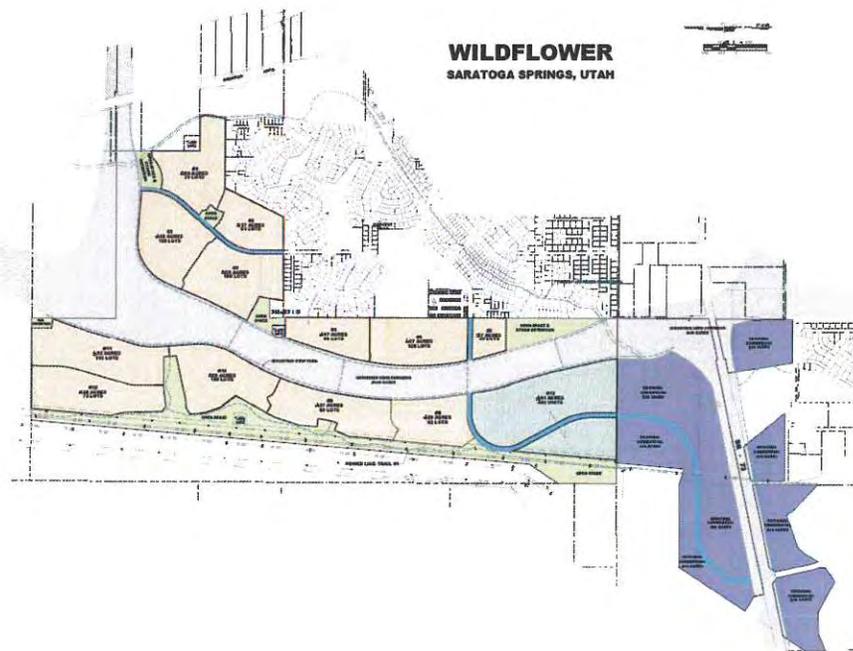
- 30% North
- 40% East (via 2100 North)
- 20% South
- 10% west



EXHIBIT SEVEN: Traffic Impact Study

HALES ENGINEERING
innovative transportation solutions

Wildflower *Revised* Traffic Impact Study



Saratoga Springs, Utah February 2015

UT14-602

2975 West Executive Pkwy, Ste. 151 Lehi, Utah 84043 p. 801/ 766.4343
www.halesengineering.com



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Wildflower development in Saratoga Springs, Utah. The proposed development is an 800 acre parcel located west of the Harvest Hills subdivision and north of SR-73.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2014) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 2100 North (SR-85) / Redwood Road (SR-68)
- Harvest Hills / Redwood Road (SR-68)
- 800 West / SR-73

These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined to be between the hours of 5:00 and 6:00 p.m.

As shown in Table ES-1, all study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at the 800 West / SR-73 intersection is almost 500 feet.

Project Conditions Analysis

The exact number of residential units are shown on the concept plan and are included here. The commercial, office, and mixed use square footage was estimated for the project using Floor to Area Ratios (FAR). The proposed land use for the development has been identified as follows:

- | | |
|--|-------------|
| • Single Family Detached Housing: | 1,026 units |
| • Residential Condominium / Townhouse: | 442 units |





- Shopping Center: 1,173,400 sq. ft.
- Office Building: 968,400 sq. ft.
- Office Building (Mixed-use): 11,100 sq. ft.
- Shopping Center (Mixed-use): 9,300 sq. ft.

The total trip generation for the proposed development is as follows:

- Daily Trips: 49,667
- a.m. peak Hour Trips: 2,634
- p.m. Peak Hour Trips: 5,069

Existing (2014) Plus Project Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection deteriorates to LOS E during the p.m. peak hour. All other study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the westbound direction at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over 1,000 feet long during the p.m. peak hour. The 95th percentile queue in the southbound direction at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection is anticipated to be almost 700 feet long.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F. Many of the accesses along Redwood Road (SR-68) will continue operating at poor levels of service during the p.m. peak hour. The 95th percentile queue at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over ¼ mile during the p.m. peak hour. No other significant queuing is anticipated at the study intersections.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS F. The other study intersections are anticipated to continue to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at the 2100 North (SR-85) / Redwood Road (SR-68) intersection are anticipated to be over ¼ mile in all directions. The 95th percentile queues at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection are anticipated to be over 600 feet in both the north and southbound directions.





Future (2040) Background Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. No significant queuing is anticipated at any of the study intersections.

Future (2040) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the eastbound and southbound directions at the Harvest Hills Boulevard / Redwood Road intersection are both anticipated to be over 500 feet long during the p.m. peak hour. No other significant queuing is anticipated.

Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Background	Future 2040 Plus Project
Description	LOS (Sec/Veh) ¹					
2100 North (SR-85) / Redwood Road (SR-68) ²	D (51.8)	E (61.0)	F (> 80)	F (> 80)	-	-
Harvest Hills Boulevard / Redwood Road (SR-68)	C (30.7)	C (33.3)	D (39.3)	D (49.0)	B (17.3)	D (36.6)
800 West / SR-73 ³	C (28.4)	-	-	-	-	-
1200 West / SR-73	-	C (25.7)	C (27.6)	C (27.8)	C (27.0)	D (40.0)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized and all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
 2. This intersection will be replaced by a grade separated interchange with the 2100 North & MVC freeways and was not analyzed in the future 2040 conditions.
 3. This intersection will be removed or realigned as part of the SR-73 reconstruction project with Pioneer Crossing in 2014 - 2015 and was only analyzed in the 2014 Background scenario.
 Source: Hales Engineering, February 2015

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2014) Background Conditions Analysis

No mitigation measures are recommended.

Existing (2014) Plus Project Conditions Analysis

It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is





already dual left-turn lanes in the westbound and southbound directions). A separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.

Future (2020) Background Conditions Analysis

The MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2020) Plus Project Conditions Analysis

As mentioned previously, the MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2040) Background Conditions Analysis

No mitigation measures are recommended.

Future (2040) Plus Project Conditions Analysis

No mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- All study intersections are currently operating at acceptable levels of service.
- With project traffic added, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS E during the p.m. peak hour.
- It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is already dual left-turn lanes in the westbound and southbound directions). A separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.
- Future 2020 conditions were also analyzed. By 2020, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F.





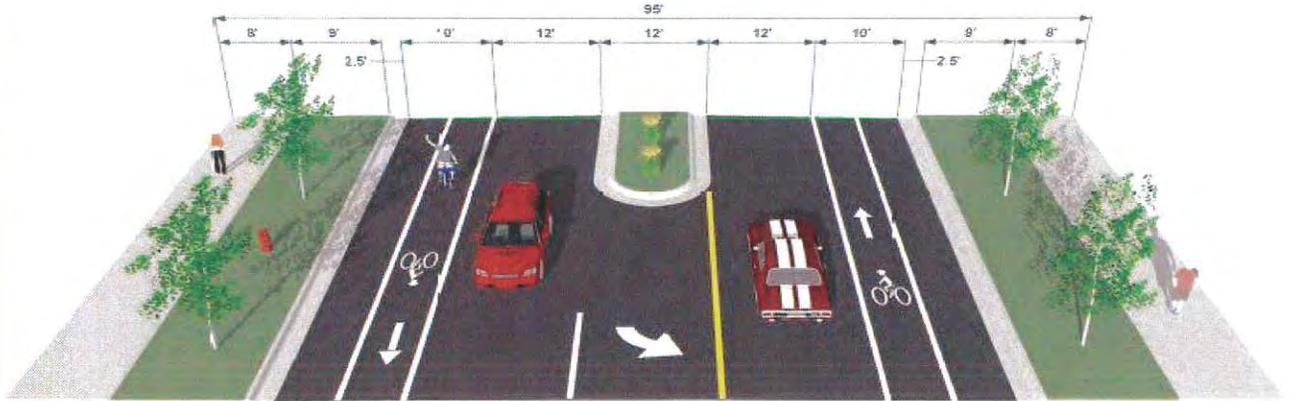
HALES ENGINEERING
innovative transportation solutions

- In the 2020 plus project scenario, assuming all of the residential phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- Future 2040 conditions were also analyzed. By 2040, the Mountain View Corridor and 2100 North (SR-85) freeways are anticipated to be completed. These freeways draw traffic away from Redwood Road, significantly reducing the projected volumes on that road. All study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- In the 2040 plus project scenario, assuming all phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.

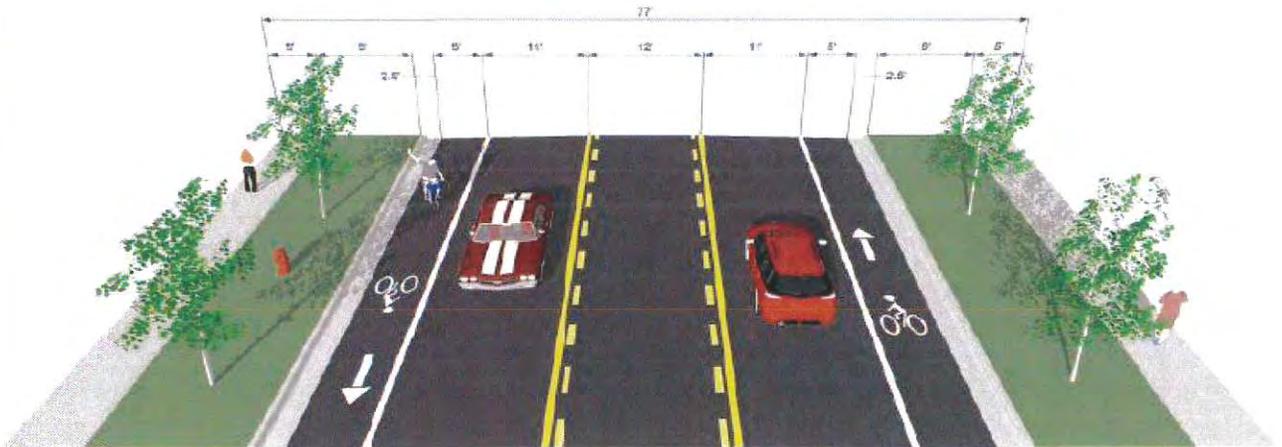


EXHIBIT EIGHT: City Standard Road Cross Sections

3-Lane Minor Arterial



3-Lane Collector



Local Street

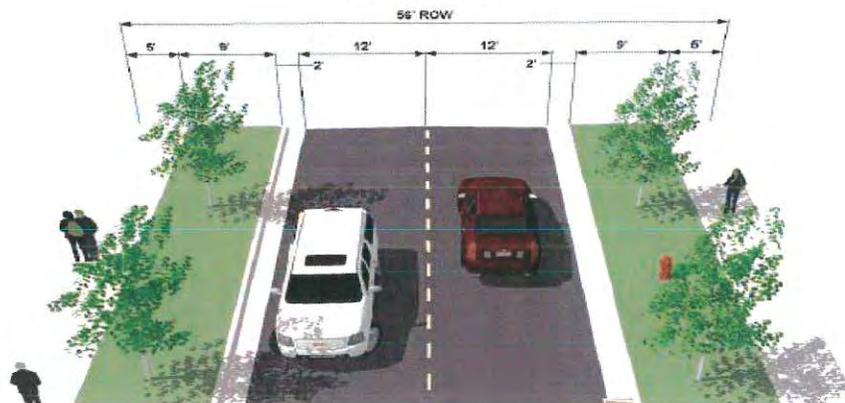
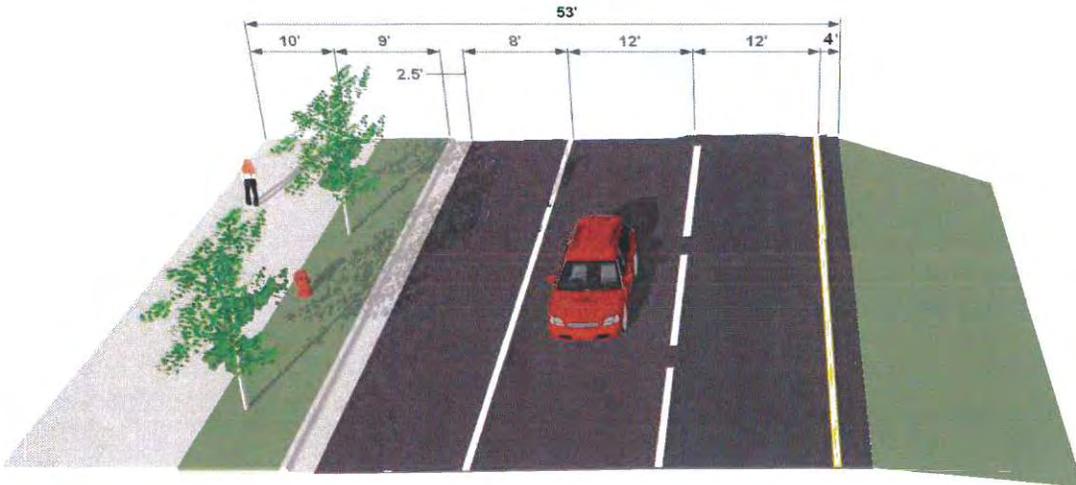


EXHIBIT NINE: Non-Standard City Cross Sections

Frontage Road



66' Cross Section

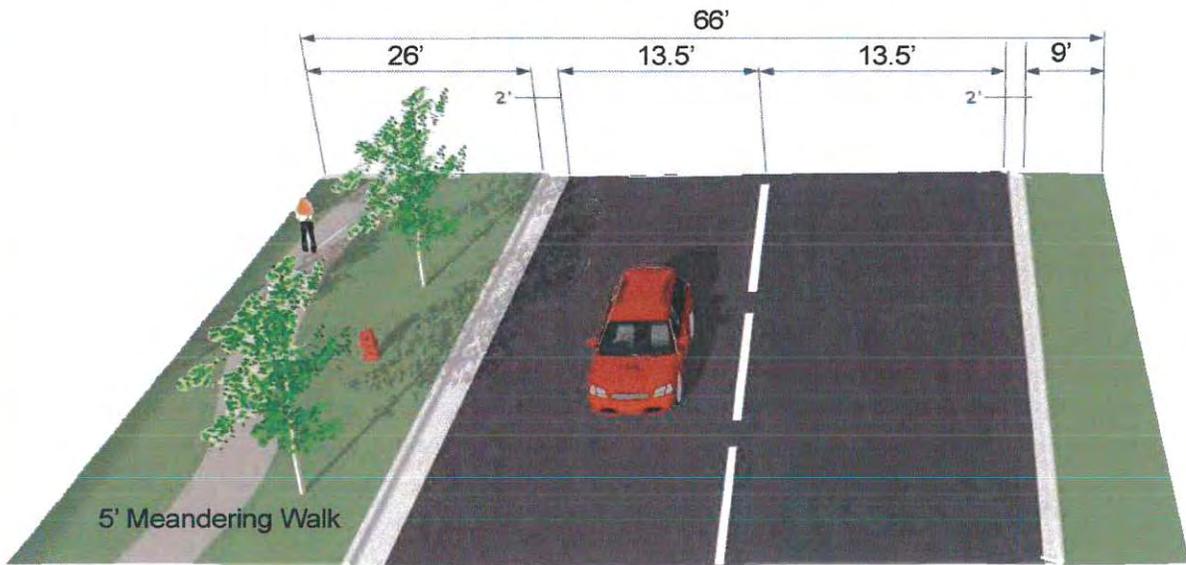
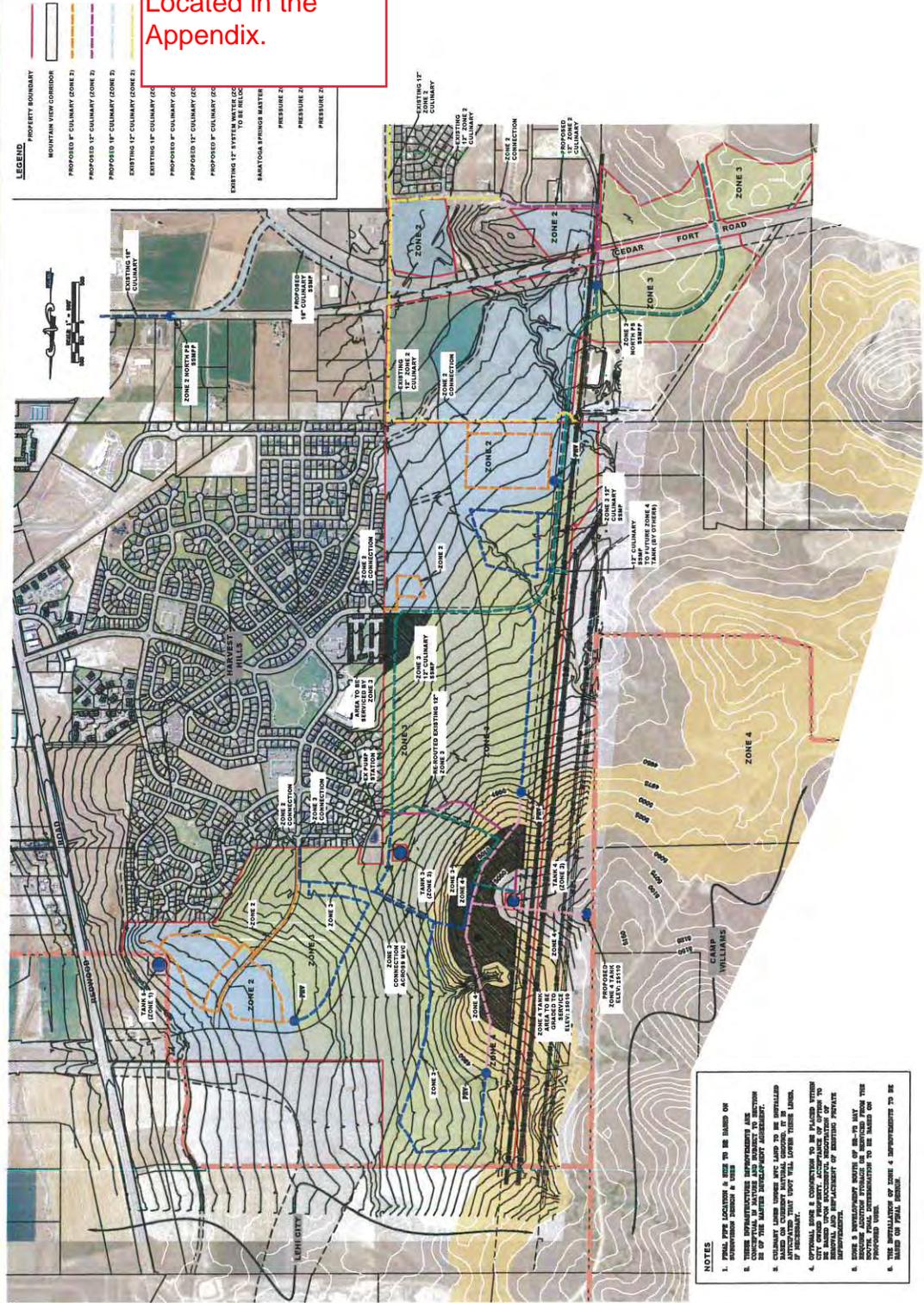


EXHIBIT ELEVEN: Culinary Water

Updated exhibits are included in the Amended Plan. Located in the Appendix.



- NOTES**
1. FINAL PIPE LOCATIONS & SIZE TO BE BASED ON HYDROLOGICAL DESIGN & TEST.
 2. CONDUIT SHALL BE INSTALLED AND PROTECTED AS PER THE WATER SUPPLY ACT AND THE WATER SUPPLY ACT REGULATIONS.
 3. CULINARY WATER SERVICE AREAS TO BE INSTALLED AND PROTECTED AS PER THE WATER SUPPLY ACT AND THE WATER SUPPLY ACT REGULATIONS.
 4. SPECIAL NOTES & COMMENTS TO BE PLACED WITHIN THE CONDUIT PROTECTION AND SHALL BE PLACED WITHIN THE CONDUIT PROTECTION AND SHALL BE PLACED WITHIN THE CONDUIT PROTECTION AND SHALL BE PLACED WITHIN THE CONDUIT PROTECTION.
 5. SPECIAL NOTES & COMMENTS TO BE PLACED WITHIN THE CONDUIT PROTECTION AND SHALL BE PLACED WITHIN THE CONDUIT PROTECTION AND SHALL BE PLACED WITHIN THE CONDUIT PROTECTION.
 6. THE INSTALLATION OF ZONE 4 IMPROVEMENTS TO BE BASED ON FINAL DESIGN.

Culinary Water

Analysis of the existing system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Please refer to the Wildflower Culinary Water Main System Exhibit and the following details:

Wildflower Culinary Water Demands

Design Criteria:

Culinary Water Source: 800 gpd/ERC
 Culinary Water Storage: 400 gpd/ERC
 Regional Commercial: 2 ERC/Ac Estimated for planning

We were asked by staff to refer to culinary water as drinking water. We provided most of these technical details in a master utility plan that has been submitted to the City Engineers for review and approval. This document will be an exhibit to the Master Development Agreement

Area	Connections ERC	Culinary Water			
		Source Req'd gpd/ERC	Total Source gpm	Storage Req'd gal/ERC	Total Storage gal
Zone 2 Residential	499	800	277.22	400	199,600
Zone 2 Regional Commercial	180	800	100	400	72,000
Zone 2 Subtotal	679		377		271,600
Available Capacity			3,121		910,000
Zone 3 Residential	969	800	538.33	400	387,600
Zone 3 Regional Commercial	140	800	77.78	400	56,000
Zone 3 Subtotal	1,109		616		443,600
Available Capacity			3,121		760,000
Overall Total	1,788		993		715,200

Zone 2 Development:

Development within Zone 2 consists of approximately 499 residential ERCs and 180 commercial ERCs. The existing Tank #3 is anticipated to be utilized for service to this zone and connection points are detailed on the Exhibit.

The existing source capacity of 3,121 gpm is was obtained from Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.



The available storage capacity of the existing Tank #3 is listed 910,000 gallons according to Table 2-3 of said Analysis, with the following details:

Total Tank Size:	2,000,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(300,000) Gal
Existing Demand:	(640,000) Gal
Remaining Capacity:	910,000 Gal
Remaining ERCs:	2,275 ERC

Zone 3 Development:

Development within Zone 3 consists of approximately 969 residential ERCs and 140 commercial ERCs. The existing Tank #4 is anticipated to be utilized for service to this zone and connection points are detailed on the Exhibit. There are currently 125 ERCs utilizing this tank for both indoor and outdoor storage at a rate of 1,750 gallons per ERC.

The source capacity of 3,121 gpm is obtained from Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.

Based on current conditions, the storage capacity of the existing Tank #4 is as follows:

Total Tank Size:	1,200,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(240,000) Gal
Existing Demand:	(218,000) Gal based on indoor & outdoor use of 125 ERC
Reservation:	(120,000) Gal for Paul Johnson
Remaining Capacity:	472,000 Gal
Remaining ERCs:	
Indoor Only:	1,180 ERC
Indoor & Outdoor:	270 ERC
Remaining ERCs with Reservation:	
Indoor Only:	1,480 ERC
Indoor & Outdoor:	338 ERC

Based on these current conditions and calculations, the following must occur in order to fully utilize the excess capacity of Tank 4:

- The existing tank can accommodate approximately 270 to 338 ERCs for combined indoor and outdoor water use.
- The developer anticipates proposing a separate water agreement to request approval to delay the construction of a Zone 3 secondary water pond until the demand on Tank 4 has reached 270 – 338 ERCs.



- Construction of a Zone 3 secondary water pond must occur once Tank 4's capacity is fully allocated by the City. The pond construction will result in additional culinary storage capacity.



Secondary Water

Analysis of the existing system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Please refer to the Wildflower Secondary Water Main System Exhibit and the following details:

Wildflower Secondary Water Demands

Design Criteria:

Secondary Water Source:	0.75 AF/yr	
	1.2 gpm/ERC	
Secondary Water Storage:	1475 gal/ERC	
Regional Commercial:	2 ERC/Ac	Planning Est

We provided most of these technical details in a master utility plan that has been submitted to the City Engineers for review and approval. This document will be an exhibit to the Master Development Agreement

Area	Connections ERC	Secondary Water			
		Source Req'd gpm/ERC	Total Source gpm	Storage Req'd gal/ERC	Total Storage gal
Zone 2 Residential	499	1.2	599	1,475	736,025
Zone 2 Regional Commercial	180	1.2	216	1,475	265,500
Zone 2 Subtotal	679		815		1,001,525
Available Capacity			See Note		1,990,000
Zone 3 Residential	969	1.2	1,163	1,475	1,429,275
Zone 3 Regional Commercial	140	1.2	168	1,475	206,500
Zone 3 Subtotal	1,109		1,331		1,635,775
Available Capacity			See Note		See Note
Overall Total	1,788		2,146		2,637,300

Zone 2 Development:

Development within Zone 2 consists of approximately 499 residential ERCs and 180 commercial ERCs. The existing Pond #6, with its recent expansion, will be utilized for service to this zone and connection points are detailed on the Exhibit.

The current source capacity for Zones 2 and 3 is based on three existing wells with a combined capacity of 2,100 gpm. This flow translates to 1,750 ERCs at a requirement of 1.2 gpm per ERC.



With an existing demand of 1,600 ERCs, the existing system only has an excess capacity of 150 ERCs. Additional source development by the developer or through capital improvement projects will be necessary to ensure adequate source to meet the phased improvements and build out needs of Wildflower.

The current storage capacity of the existing Pond #6 with its recently completed expansion is as follows:

Pond Size:	9.6 Acre-Ft
Pond Size:	3,120,000 Gal
Current Demand:	(2,360,000) Gal based on 1,600 ERC at 1,475 Gal/ERC
Remaining Capacity:	760,000 Gal
Remaining ERCs:	515 ERC

This remaining capacity is below the projected Wildflower build-out demand of 679 ERCs. The remaining storage deficiency will need to be addressed to meet the needs of Wildflower and could be met through one of the following

:

- Expansion of the existing Pond #6 to allow for the additional ERCs.
- Construction of other Zone 2 ponds within the system which will accommodate additional storage.

Zone 3 Development:

Development within Zone 3 consists of approximately 969 residential ERCs and 140 commercial ERCs.

The current source capacity for Zones 2 and 3 is based on three existing wells with a combined capacity of 2,100 gpm. This flow translates to 1,750 ERCs at a requirement of 1.2 gpm per ERC. With an existing demand of 1,600 ERCs, the existing system only has an excess capacity of 150 ERCs. Additional source development by the developer or through capital improvement projects will be necessary to ensure adequate source to meet the phased improvements and build out needs of Wildflower.

In order to build within Zone 3, a secondary water pond and associated improvements must be constructed or an agreement reached with the City to delay the construction of the pond until the capacity of the culinary Tank 4 is fully allocated by the City. Based on current conditions, the storage capacity of the existing Tank 4 is as follows:

Total Tank Size:	1,200,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(240,000) Gal
Existing Demand:	(218,000) Gal based on indoor & outdoor use of 125 ERC
Reservation:	(120,000) Gal for Paul Johnson



Remaining Capacity: 472,000 Gal

Remaining ERCs:

Indoor Only: 1,180 ERC

Indoor & Outdoor: 270 ERC

Remaining ERCs with Reservation:

Indoor Only: 1,480 ERC

Indoor & Outdoor: 338 ERC

Based on these current conditions and calculations, the following must occur in order to fully utilize the excess capacity of Tank 4:

- The existing tank can accommodate approximately 270 to 338 ERCs for combined indoor and outdoor water use.
- The developer anticipates proposing a separate water agreement to request approval to delay the construction of a Zone 3 secondary water pond until the demand on Tank 4 has reached 270 – 338 ERCs.
- Construction of a Zone 3 secondary water pond must occur once Tank 4's capacity is fully allocated by the City. The pond construction will result in additional culinary storage capacity.



Sanitary Sewer

Analysis of the existing system is based on the conditions present at the time of analysis to create or imply a reservation of capacity.

Five sanitary sewer service areas have been determined for the ultimate build out of the development. Please refer to the Wildflower Sewer Exhibit and the following details:

Sewer Area Node "A"

This area contributes approximately 409 ERCs and is proposed to be conveyed to sewer located within Goldenrod Way of the Harvest Hills subdivision. There is an easement on Lots 2211 and 2212 of Harvest Hills Plat "P". According to the technical memorandum prepared by Bowen Collins and Associates, dated 10-15-14, capacity exists within the existing pipelines downstream to accommodate these flows.

We provided most of these technical details in a master utility plan that has been submitted to the City Engineers for review and approval. This document will be an exhibit to the Master Development Agreement

Sewer Area Node "B":

This area will require the installation of a 12" off-site sewer improvement from the far northeast of the project to a connection with an existing sewer main at the intersection of Redwood Road and the Welby Jacobs Canal. This line will service the estimated 609 ERCs from Wildflower as well as the future development west of Redwood Road.

In order to service an area of approximately 29 acres at the far north of the Wildflower development, a lift station may be required. This is due to the location and grade of the Mountain View Corridor.

An optional connection has been shown with a connection to an existing 8" sewer stub from the cul-de-sac at Pear Place in Harvest Hills. This sewer stub was placed with the intent of servicing the project through the Harvest Hills system. The technical memorandum prepared by Bowen Collins and Associates, dated 10-15-14 shows that the proposed 603 ERCs can be accommodated through much, but not all, of the system to an ultimate discharge to the 18" in Redwood as shown as Node B. Additional survey work and modeling must be completed in order to ensure that capacity exists or to identify necessary improvements.

Sewer Area Node "C":

As with Node "A", the approximate 753 ERCs from this area are proposed to be conveyed to Goldenrod Way.

Sewer Area Node "D":

The approximate 124 ERCs from the regional commercial area will require the installation of a sewer main from the intersection of 1200 North and 800 West, then south along 800 West to



approximately North Buffalo Drive. At the time of development of this area, other options may also be available for service due to other development occurring in the area.

Sewer Area Node "E":

The approximately 200 ERCs is proposed to be conveyed to the existing sewer line located in North Coyote Run. A previous capacity study performed by Land Design Engineering, attached, determined that there may be a total of 354 homes connected to this line. These calculations were completed on 12-06-07 and used 371 gallons per day per household. With the current documented flow requirement of 255 gallons per day per household, the capacity of this line potentially increases to 515 ERCs. With the existing 288 homes and fire station (5 ERC), the remaining capacity is 222 ERCs and may accommodate the anticipated flow from Wildflower. Again, other options may be available in this area due to other development occurring in the area.





TECHNICAL MEMORANDUM

Wildflower Development Sanitary Sewer Evaluation

TO: Nathan Shipp
 Sunrise 3, LLC
 1099 West South Jordan Parkway
 South Jordan, UT 84095

COPIES: Keith Larson

FROM: Andrew McKinnon
 Bowen, Collins & Associates
 154 East 14000 South
 Draper, Utah 84020

DATE: October 15, 2014

We provided most of these technical details in a master utility plan that has been submitted to the City Engineers for review and approval. This document will be an exhibit to the Master Development Agreement

INTRODUCTION

Sunrise 3, LLC owns some property at the north end of Saratoga Springs that it would like to develop. Sunrise retained Bowen Collins & Associates to evaluate the impacts proposed development would have on the Saratoga Springs sewer collection system. The purpose of this technical memo is to summarize these impacts.

WILDFLOWER PLANNED DEVELOPMENT

The area of development included in the Wildflower Development is indicated in Figure 1 along with potential connection points to the City’s wastewater collection system. Figure 1 also shows the available capacity in the sewer trunk lines modeled by Saratoga Springs. For several of the connection points, there is a significant amount of sewer pipe that the City did not have survey data for during the development of the City’s hydraulic model. As a result, the conclusions of this memo are limited to those pipelines for which survey data existed. Additional surveying and analysis may be needed to identify the available capacity in the unsurveyed sections of sewer collection mains downstream of proposed connections.

Overall Development Density

The City’s general plan does not include impact of the Mountain View Corridor on planning areas. As a result, the City’s sewer collection system is planned to accommodate more ERUs



than would be allowed by the City’s typical general plan densities. The Wildflower Development has densities significantly higher than the City’s general plan densities. However, the net density when including the area of Mountain View Corridor results in a density of approximately 3 equivalent residential units (ERUs) per acre. This is approximately equal to the density for the overall area included in the City’s general plan. As a result, the higher densities will not have an impact on City’s larger sewer facilities.

Harvest Hills Connection

The City does not have survey data for the sewer pipes directly downstream of the Harvest Hills 800 West connection. There is a 12-inch diameter sewer trunk line in Golden Rod Way that would have capacity for the proposed 409 ERUs. An 8-inch pipe at a minimum slope of 0.4% would have capacity to accommodate approximately 586 ERUs within the City’s design criteria. This would suggest there may be capacity in the downstream pipe even if it is only 8-inch diameter. The contributing areas and slope of the downstream sewer pipes should be verified to determine if adequate capacity is available in the pipes directly downstream.

Aspen Hills Connection

The City does not have survey data for the sewer pipes directly downstream of the Aspen Hills 800 West connection. However, there is a bottle neck in the sewer mains downstream of the proposed connection that would begin to surcharge with growth beyond 500 ERUs. The affected pipes (approximately 1,300 feet of 8-inch pipe) would need to be replaced with larger diameter pipe to accommodate the 753 ERUs that are proposed to discharge at the Aspen Hills connection.

As an alternative to connecting into Aspen Hills Blvd, if it is possible to direct wastewater toward Golden Rod Way, the sewer mains in the lines downstream of Golden Rod Way have significantly more capacity. There is a single pipe in the line downstream that has remaining capacity for only 1,210 ERUs (which is less than the rest of the line). This would appear to be adequate to accommodate the proposed ERU contributions for both the Harvest Hills and Aspen Hills connections (409 ERUs + 753 ERUs).

1200 North & Sagehill Dr Connection

The City does not have survey data for the sewer pipes directly downstream of the 1200 North connections (800 West & Sagehill Dr). There is a 12-inch diameter sewer trunk line near 600 North 800 West that would have capacity for the proposed 324 ERUs (from the 1200 North and Sagehill Dr connection). An 8-inch pipe at a minimum slope of 0.4% would have capacity to accommodate approximately 586 ERUs within the City’s design criteria. This would suggest there may be capacity in the pipes directly downstream even if they are only 8-inch diameter. The contributing areas and slope of the downstream sewer pipes should be verified to determine if adequate capacity is available in the pipes directly downstream.



Redwood Road Connection

It is assumed that the new facilities being proposed to connect at Redwood Road will be sized appropriately to satisfy the City's design criteria. The proposed collection plan will direct approximately 260 ERUs that would have been collected by a proposed sewer trunk line in 800 West into the Redwood Road trunk line at the Redwood Connection point indicated in Figure 1. This results in a peak flow through the Redwood trunkline approximately 115 gpm higher than previously planned. This has no negative impact on the Redwood Road collection lines.

It should be noted that there is some developable area west of Redwood Road and north of Spring Hill Dr that may wish to discharge to the proposed offsite sewer system. This area should be considered when sizing the proposed offsite sewer main.

800 West Trunk Line

The long term sewer collection plan for the City currently includes collecting all of the area proposed to connect to Harvest Hills and Aspen Hills by a new 800 West sewer trunk line. This trunk line was intended to collect wastewater for most of the area in the Wildflower Development along with areas west of the Wildflower Development. However, if improvements are made to Aspen Hills sewer mains, the 800 West trunk line alignment may not be necessary for the Wildflower Development at buildout. The Redwood Road collection lines have sufficient capacity to accommodate flows at the Harvest Hills and Aspen Hills connections if they are not ultimately collected by a new trunk along 800 West.

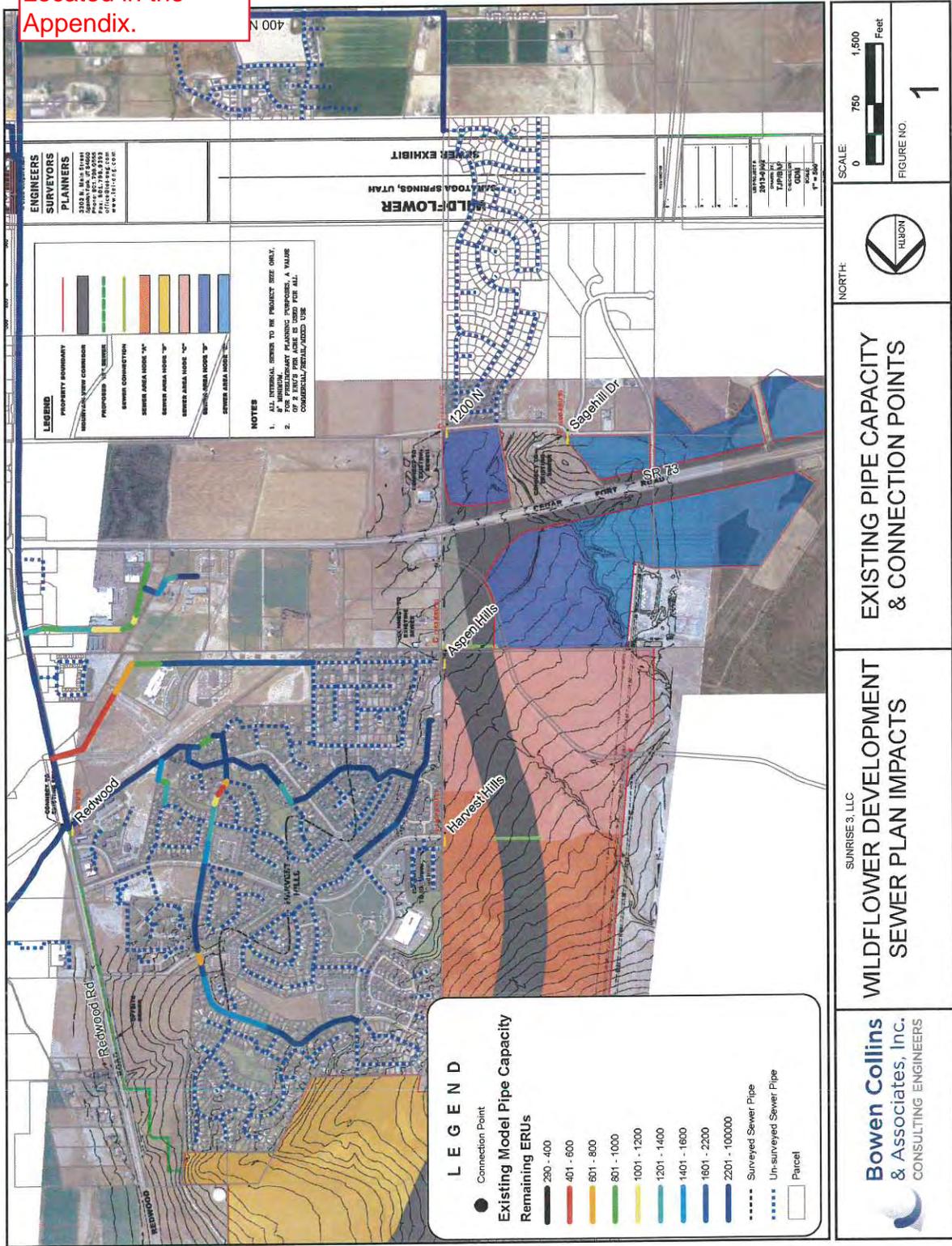
However, the Aspen Hills Blvd and Harvest Hills Blvd lines will not be capable of accommodating all of the proposed ERUs in areas west of the Wildflower Development that are part of the City's buildout annexation boundary. Areas west of the Wildflower Development that may annex into Saratoga Springs should be considered when sizing sewer collection lines in the Wildflower Development. An alternate alignment for a new sewer trunk to collect areas to the west of the Wildflower Development will need to be developed if the 800 West trunk line is not constructed. The City may wish to upsize some lines in the Wildflower Development accordingly.

CONCLUSIONS AND RECOMMENDATIONS

The proposed sewer discharge points proposed by Wildflower Development have little impact on existing sewer pipes in the City's collection system with one exception. The Aspen Hills connection cannot accommodate all of the proposed ERUs. It is recommended that development be limited to downstream collection pipes capacity of 500 ERUs or that the deficient pipes be replaced to accommodate future growth. The other proposed connections have sewer trunk lines in the vicinity with capacity to accommodate the proposed development. However, additional investigation is needed to determine if there is adequate capacity in sewer mains that were not included in the City's hydraulic model because of unavailable survey information. The alignment for the City's proposed 800 West trunk line may need modified to better accommodate the needs of the Wildflower Development as the area west of the Wildflower Development that may be annexed by Saratoga Springs.



Updated exhibits are included in the Amended Plan. Located in the Appendix.



WILDFLOWER
 AT SARATOGA SPRINGS
 COMMUNITY PLAN



12-06-07

To: City of Saratoga Spring

From: Land Design Engineering

Re: Coyote Creek Sewer Connection

We have reviewed the As-Built Drawings for the existing 8" sewer line for Sunrise Meadows. It is proposed to connect Coyote Creek Development sewer line into this existing sewer line at a point on Coyote Run Street Existing Station of 12+75 +/-.

From this connection point the sewer line has a length of approximately 3500 feet and an average slope of 0.6%. It then connects into a larger Sewer Line on 11600 west. Along an existing Sewer line in Sunrise Meadows, the slowest flow is identified. This worse case scenario point for the 8" sewer line is a section with a slope of 0.4%.

The sewer flow calculations for the pipe at this point are performed on the attached spreadsheet. For this, we used a Mannings "n" value of 0.011. This was determined from the PVC pipe manufacturer. (Initial 'n' for this pipe is 0.009, then ages to 0.011) In addition, the water level in the pipe was considered to be 80% of the diameter of the pipe. Using hydraulic principles illustrated on the attached diagram, it is determined that at the 80% depth level, the volumetric flow rate (Q) is 90% of Q_{full} . (i.e. $Q_{80\%} = 0.90 \times Q_{full}$). Using 371 gallons per day (gpd) per household and a peaking factor of 4, we have determined that there can be a total of 354 homes connected to this line. There are currently 288 existing homes on this line, and an existing Fire Station. The Fire station Sewage Flow is approximately equaled to 5 homes. Therefore, this sewer line can handle an additional 61 homes.

Signed,

Carey Johanson, EIT

Kraig Johnson, PhD, PE



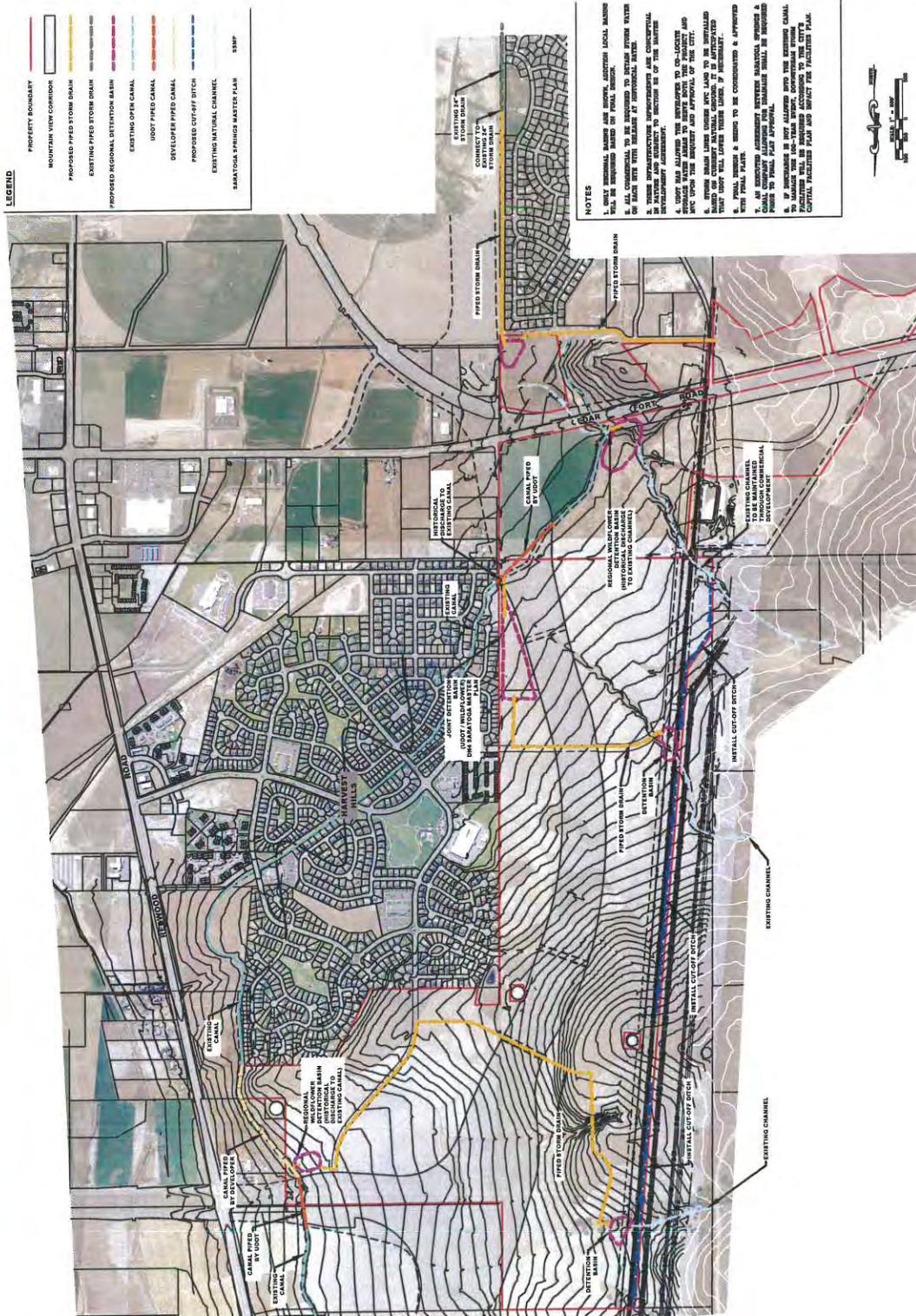
Updated exhibits are included in the Amended Plan. Located in the Appendix.

EXHIBIT FOURTEEN: Master Stormwater Management Plan

Final design and siting to be coordinated and approved with final plats.

An executed agreement between Saratoga Springs and Canal Company allowing for drainage shall be required prior to final plat approval.

If discharge is not allowed into the existing canal to manage the 100-year event, downstream storm facilities will be required according to the City's Capital Facilities Plan and Impact Fee Facilities Plan.



Storm Drainage

Please refer to the Wildflower Storm Drain Master System Exhibit and the following details:

Joint Facilities:

With the segmenting of the property with the Mountain View Corridor, UDOT and the developer desire to cooperate in the collection and disposal of storm drainage. In a cooperative effort, the use of joint facilities has been discussed. The final location, design and use is to be determined in conjunction with the subdivision design.

Off-Ste Drainages:

Three main channels, as depicted within the Exhibit, discharge onto the property from drainage basins to the west. These flows are to be conveyed through the Wildflower development. Drainages are to be protected and enhanced to comply with City of Saratoga Springs design standards.

On-Ste Storm Water Disposal:

Two options are proposed for the disposal of storm water from the development:

Discharge to Existing Canal. The historical flow of storm water from a majority of the development property is to the existing canal located at the eastern edge of the property. In order for this option to be utilized, approval in a form acceptable to Saratoga Springs must be granted by the canal company.

Discharge to Saratoga Springs Master Plan Facilities. If discharge is not allowed to the existing canal, downstream storm drainage facilities will be required. These facilities are depicted within the Exhibit and are to be according to the Saratoga Springs Master Plan.



EXHIBIT FIFTEEN: Mass Grading

Updated exhibit provided. The Springs grading plan has shifted. Wildflower remains mostly the same.



Environmental

An Environmental Site Assessment was conducted by Infinity Consultants. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- Utilities such as water, sewer, electricity and gas are available in the streets of the Harvest Hill Subdivision to the east of the Subject Property. Capacity needs to be verified.
- Surficial soils were visually inspected and appear to be sandy silts with gravel and boulders at higher elevations. The property is covered by native grasses, weeds, and plowed fields.
- The property slopes gradually and changes several hundred feet from its high point in the northwest to lowest points in the northeast and south. The slope is much steeper in the north west, in the vicinity to the westernmost City water tank.
- An irrigation canal runs through the Subject Property at two locations, First in the southern part of the property just north of and then crossing Cedar Fort Road, then second in the northeast portion of the property.
- All drainages crossing the property seem to end at the irrigation canal.
- There are high power electrical transmission lines bordering the west boundary of the Subject Property.
- There are no constructed structures on the entire property or evidence of past structures.
- The Central Utah Eater Conservancy District is currently constructing a large culinary water storage tank just west of the Subject Property at about 8800 North. Buried culinary water pipes are being installed across the Subject Property to supply this tank.



An updated soils report was provided.

Soil Report

A partial Geotechnical Investigation was conducted by Infinity Consultants; additional Geotechnical Studies will be provided for each development area prior to any mass grading. The City does not guarantee that all land is developable and will require complete geotechnical data for each Village Plan. See Exhibit Seventeen. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- It is our opinion that the site is suitable for the proposed construction.
- The subsurface soils encountered at the site consist of primarily sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel re frequently found in the subsurface soils.
- No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.



EXHIBIT SEVENTEEN: Geotechnical Report

GEOTECHNICAL INVESTIGATION

A 157 ACRE PORTION OF THE
WILDFLOWER DEVELOPMENT
PLUS THE MYRNA GRANT PROPERTIES

SARATOGA SPRINGS, UTAH

PREPARED FOR:

DAI MANAGERS, LLC

January 17, 2014



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

EXECUTIVE SUMMARY

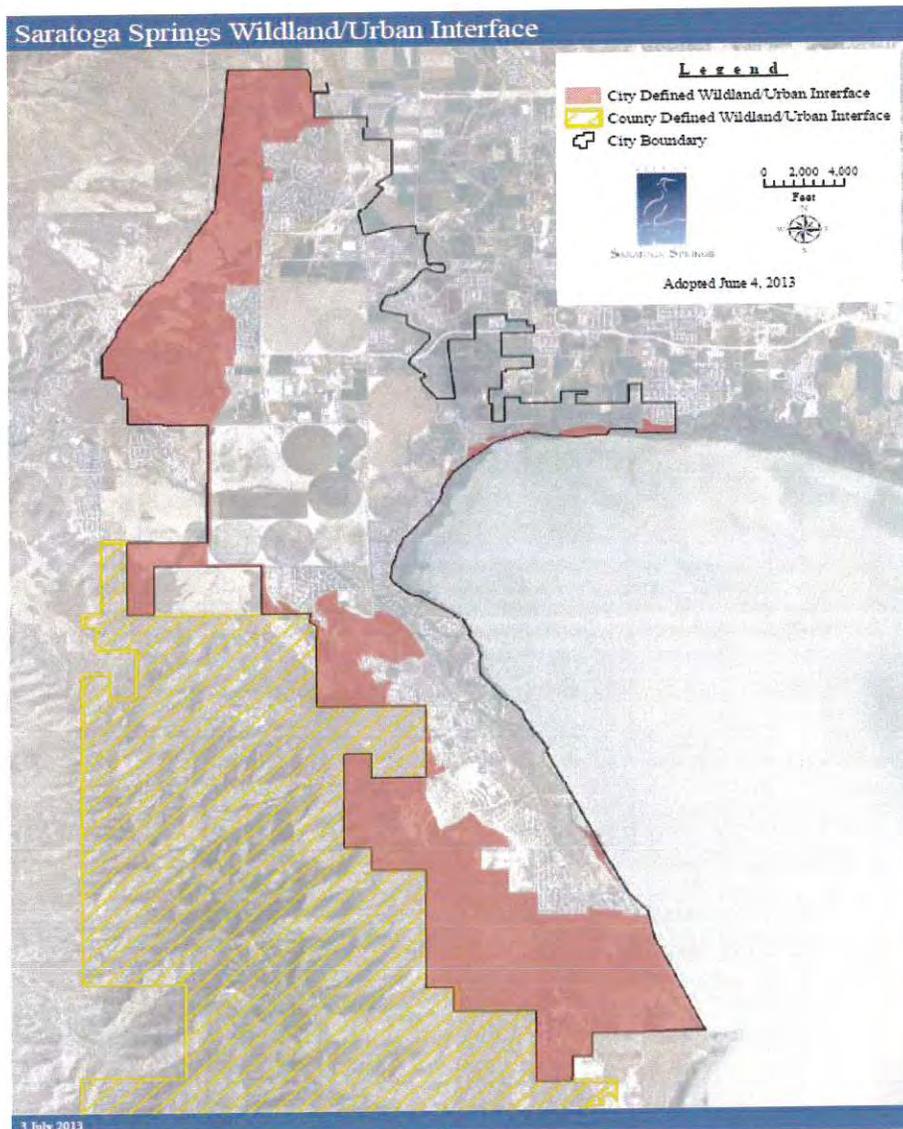
- 1 Wildflower is a proposed 184 acre development located west of Redwood Road approximately 1.5 miles north of highway 73 (Lehi Main Street/Cedar Fort Road) in Saratoga Springs Utah. The project area is located on the northern and western borders of the Harvest Hills subdivision and consists of a northern region and a southern region that are joined by a narrow neck of property. The northern region slopes generally to the east by north east and has some steep slopes. The southern region of the property predominantly slopes to the southeast with mild slopes. Approximately 70 percent of the property was previously farmed. The remaining 30 percent of the property is undisturbed rangeland with wild grasses and sage brush.
- 2 The subsurface soils encountered at the site consist of primarily of sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
- 3 No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
- 4 It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural undisturbed well graded sands, gravels or at least 1 foot of compacted structural fill may be designed for a net allowable bearing pressure of 1,500 psf. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clays may be designed for a net allowable pressure of 1,500 psf. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravels may be designed for a net allowable pressure of 1,800 psf.
- 5 For this property, a minimum roadway profile consisting of 3 inches asphalt over 7 inches of road base on compacted native material is recommended for residential streets. The standard Saratoga Springs City residential roadway section satisfies this requirement. Soft areas in native subgrade should be removed and replaced with properly compacted structural fill.
- 6 Additional geotechnical information related to foundations, subgrade preparation, pavement design, retaining walls, and materials is included in Section 4 of this report.



EXHIBIT EIGHTEEN: Wildland/Urban Interface

Fire Protection

The project lies entirely within the City defined Wildland/Urban Interface. At the time a preliminary plat is submitted, a Fire Protection Plan in accordance with the Wildland-Urban Interface Code shall be prepared to assess site specific wildfire risk. This assessment includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management. Feasibility of the Fire Protection Plan will be reviewed at time of preliminary plat and full details finalized before a final plat is approved.



REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this 17th day of December, 2019 ("**Effective Date**"), by and between **HERRIMAN CITY**, a Utah municipality ("**Buyer**"), and **WF 2 UTAH, LLC**, a Delaware limited liability company ("**Seller**").

RECITALS:

A. Seller own approximately 20 acres of real property located in the City of Saratoga Springs, Utah County, Utah (the "Property"), as more particularly described in Exhibit "A." The Property is located within a development project commonly known as the Wildflower project.

B. Buyer has or anticipates receiving a commitment from the National Guard Bureau to contribute Federal funds to Buyer to enable Buyer to purchase parcels of real property within the vicinity of Camp Williams pursuant to a Federal program known as the Army Compatible Use Buffer Program in accordance with Title 10 U.S.C. Chapter 159 Section 2684a ("ACUB") and the Department of Defense's Readiness and Environmental Protection Integration Program established pursuant to 10 U.S.C. § 2684a ("REPI" and Federal funds received pursuant to ACUB and REPI shall be referred to as "**Federal Funds**").

C. Buyer desires to obtain Seller's commitment to sell the Property and Seller desire to give Buyer a commitment to sell the Property utilizing the Federal Funds.

D. The parties intend to set forth herein all of the terms and conditions relating to the purchase and sale of the Property and to supersede hereby and consolidate herein all prior agreements and negotiations, oral and/or written, for the purchase and sale of the Property.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
PURCHASE AND SALE OF THE PROPERTY**

Section 1.1. **Purchase and Sale.** At a Closing [defined below], Seller shall sell and convey to Buyer, and Buyer shall purchase and take from Seller, title to the Property and the Easement, or portions thereof, on the terms and conditions hereinafter set forth.

Section 1.2. **Purchase Price.** The purchase price for the Property shall be Two Million Three Hundred Thousand and 00/100 Dollars (\$2,330,000.00) (the "Purchase Price").

Section 1.4. **Payment of Purchase Price.** At the Closing, Buyer shall pay the Purchase Price to Seller, in cash or cash equivalent, immediately available funds.

ARTICLE 2 TITLE TO PROPERTY AND SPECIAL CONDITIONS

Section 2.1. **Title.** At the Closing, Seller shall convey and transfer to Buyer by warranty deed (the "**Deed**") in the form attached as exhibit "B" title to Property, subject to all Permitted Exceptions [defined below].

Section 2.2. **Title Insurance.**

(a) Seller will obtained a preliminary title report covering the Property (the "Commitment") from Old Republic Title Insurance Company (the "Title Company"), whereby the Title Company commits to issue a standard coverage ALTA owner's policy of title insurance (the "Title Insurance") in the amount of the Purchase Price, insuring that upon recording the Deed, Buyer shall be the owner of good and marketable fee simple title to the Property, free and clear of all liens and encumbrances (other than Permitted Exceptions [defined below]) and furnish the same to Buyer. Buyer shall have until Closing to notify Seller of any objections to title. If Buyer so notifies Seller of any such objections to title, Seller shall have 20 business days after such notice within which to cure any title exceptions which are not capable of being cured through escrow at Closing. If those exceptions have not been cured within that 20 business-day period, then Seller shall so notify Buyer in writing and Buyer shall have the right to terminate this Agreement by written notice to Seller within 10 business days after Buyer's receipt of such notice from Seller. If Buyer terminates as provided in this paragraph, then the parties hereunder shall be relieved of all their respective rights and obligations hereunder. If Buyer does not terminate as provided in this paragraph, Buyer shall be deemed to have waived all objections to title and the Parties shall promptly proceed to Closing.

(b) Title to the Property is to be conveyed hereunder subject to (i) all easements, rights-of-way, and other matters identified in the Commitment and (ii) the lien of ad valorem real estate taxes for the then-current year (collectively, the "**Permitted Exceptions**").

Section 2.3. **Contingency.** Buyer's obligation to close its purchase of the Property and Seller's obligation to sell the Property to Buyer is wholly contingent upon Buyer's actual receipt of the Federal Funds to purchase the Property and authorization from the National Guard Bureau or applicable federal agency to proceed with the purchase of the Property. In the event that Buyer has not received sufficient Federal Funds to purchase the Property or has not received authorization from the National Guard Bureau or applicable federal agency to proceed with the purchase of the Property, Buyer shall have no obligation to consummate the transaction with respect to such Property. Throughout the term of this Agreement, Buyer agrees to pursue in good faith commitments for, and to obtain actual payment of, the Federal Funds. Buyer agrees that the Purchase Price shall be funded only with the Federal Funds.

Section 2.4. **Additional Contingency.** Seller's obligation to close its sale of the Property and Buyer's obligation to purchase the Property from Seller is wholly contingent upon Seller receiving from City of Saratoga Springs relating to an amendment to the Wildflower Community Plan, in a form reasonably acceptable to Seller. In the event that Seller has not received such approval prior to Closing, then Seller shall have the right to terminate this Agreement at any time thereafter (and until such approval is received) and prior to the Closing, by providing written notice to Buyer, whereupon this Agreement shall terminate.

Section 2.5. **Inspection of Property.** Commencing on the date of this Agreement and continuing until the Closing of Buyer's purchase of the entire Property, Seller will afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Property and conduct any and all studies Buyer determines necessary including but not limited to engineering studies, environmental studies, soil and subsoil tests, and make surveys and feasibility studies to determine if the Property is suitable for Buyer's intended use. Buyer will indemnify, defend, and hold harmless Seller from and against any loss, claim, liability, actions, or proceeding (including reasonable attorneys' fees and related costs and expenses), arising from, or in any manner related to Buyer's action with respect to the inspection of the Property by Buyer directly and through its contractors and professionals pursuant to this Section 2.4, including, without limitation, physical damage to the Property (and any adjoining property) and claims of mechanics and materialmen arising out of such activities, which indemnification obligation will survive termination or cancellation of this Agreement for any reason. If for any reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect then Buyer may terminate this Agreement by delivering written notice to Seller at any time and both parties shall be relieved of any further right and obligation hereunder. If the transaction contemplated by this Agreement is not consummated Buyer will restore the Property to a reasonably good condition, and Buyer shall provide to Seller at no cost full and complete copies of all engineering studies, environmental studies, soil and subsoil tests, surveys, feasibility studies and other studies performed on the Property.

Section 2.6 **Completion of Inspections.** Seller and Buyer agree that by the Closing, Buyer will have fully investigated the quality, condition and suitability of the applicable Property and will have satisfied itself of the quality, condition and suitability of the Property for Buyer's purposes. Buyer acknowledges to and agrees with Seller that Buyer is purchasing the Property in an "AS IS" condition "with all faults" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature or type whatsoever from or on behalf of Seller other than those expressly stated in this Agreement.

ARTICLE 3 POSSESSION AND TAXES

Section 3.1. **Taxes and Assessments.** Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing (except as set forth in the last sentence of this section) and Buyer shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. All taxes and assessments shall be prorated

between Seller and Buyer as of the Closing Date, based on the latest information available. Buyer shall pay or otherwise satisfy any roll back taxes that are or become owing at or following Closing.

ARTICLE 4 REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 4.1. **Seller's Representations and Warranties.** Seller make the following representations and warranties to Buyer:

(a) **Compliance.** Neither this Agreement, nor anything provided to be done hereunder (including, but not limited to, the conveyance of the Property), violates or shall violate any contract, agreement, or instrument to which Seller is a party or which materially affects the Property or any part thereof.

(b) **No Insolvency Proceedings.** There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or, to the best of Seller's knowledge, pending against Seller or the Property.

(c) **No Litigation.** There is no litigation pending or, to the best of Seller's knowledge, threatened, or contemplated materially involving or affecting Seller or the Property which will affect the conveyance to Buyer of title to the Property as specified herein.

(d) **Authority.** Seller has full authority and has taken all necessary actions to execute and deliver this Agreement and all other documents contemplated by this Agreement. To Seller's knowledge, Seller's execution, delivery, and performance of this Agreement is not in conflict with any law or governmental or regulatory rule, regulation, or order, or any order, writ, judgment, decree, or injunction of any court or arbitrator applicable to Seller or any of its properties or assets. Further, the execution, delivery, and performance by Seller of this Agreement does not require the authorization, consent, or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any other authority, entity, or person.

(e) **No Conflicting Agreements.** The execution, delivery, and performance by Seller of this Agreement will not conflict with or result in a violation or breach of any contract or agreement to which Seller is a party.

(f) **Due Execution and Delivery.** Upon its execution and delivery, this Agreement will constitute Seller's valid and legally binding obligation, enforceable in accordance with its terms, subject to standard limitations for bankruptcy law and equity.

(g) **Acknowledgment and Waiver of Rights.** Seller acknowledge that it has have certain rights, constitutional, statutory, and otherwise to receive just compensation (as used herein, the term just compensation shall be defined in its broadest terms) for the Property. Seller acknowledge that the Purchase Price represents full payment of just compensation for the Property

as determined by negotiation. Seller understands that many of those rights identified in this Section are set forth in Utah Code Ann. § 57-12-1 *et seq.*, and rules promulgated pursuant thereto, and is known as the Utah Relocation Assistance Act. Seller has retained (or had the opportunity to retain) the services of an attorney to advise it regarding its rights, including those set forth in the Utah Relocation Assistance Act; and Seller has relied on or has had the right to rely on that advice in acknowledging that it has received just compensation for the Property, subject to the terms and conditions of this Agreement. Furthermore, Seller's attorney has reviewed or Seller has had the right to have an attorney review this Agreement and to give Seller advice regarding this Agreement. Seller hereby acknowledges that, upon full performance of this Agreement at the Closing of the sale of the Property, it has received just compensation for the Property and waives all their rights, constitutional, statutory, and otherwise, to receive just compensation for the Property upon full performance of this Agreement with respect thereto.

Section 4.2. **Buyer's Representations and Warranties.** Buyer makes the following representations and warranties to Seller:

(a) **Authorization.** Buyer has full authority and has taken all necessary actions to execute and deliver this Agreement and all other documents contemplated by this Agreement. Buyer's execution, delivery, and performance of this Agreement are not in conflict with any law or governmental or regulatory rule, regulation, or order, or any order, writ, judgment, decree, or injunction of any court or arbitrator applicable to Buyer or any of its properties or assets. Further, the execution, delivery, and performance by Buyer of this Agreement does not require the authorization, consent, or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency or any other persons.

(b) **No Conflicting Agreements.** The execution, delivery, and performance by Buyer of this Agreement will not conflict with or result in a violation or breach of any contract or agreement to which Buyer is a party.

(c) **Due Execution and Delivery.** Upon its execution and delivery, this Agreement will constitute Buyer's valid and legally binding obligation, enforceable in accordance with its terms, subject to standard limitations for bankruptcy law and equity.

(d) **No Insolvency Proceedings.** There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Buyer or, to the best of Buyer's knowledge, pending against Buyer.

(e) **Compliance.** Neither this Agreement, nor anything provided to be done hereunder (including, but not limited to, the acquisition of the Property), violates or shall violate any contract, agreement, or instrument to which Buyer is a party.

(f) **Litigation.** There is no litigation pending or, to the best of Buyer's knowledge, threatened, or contemplated materially involving or affecting Buyer or the Property.

Section 4.3. **Representations and Warranties Restated.** All representations and warranties contained in Sections 4.1 and 4.2 of this Agreement shall be deemed to be restated as of the Closing Date with the same effect as though such representations and warranties had been made on the Closing Date; any qualifications of these representations and warranties must be disclosed to the other party in advance of the Closing. All such representations and warranties shall survive the Closing.

ARTICLE 5 CONDITIONS PRECEDENT

Section 5.1. **Buyer's Conditions.** Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or the written waiver at Buyer's sole option) of the following conditions on or before the Closing Date:

(a) **Authority.** Buyer shall be reasonably satisfied that Seller has requisite authority to perform the actions to be performed by Seller at a Closing.

(b) **Compliance with Obligations.** Seller shall have complied with all of Seller's material obligations to be performed hereunder prior to or on the Closing Date.

(c) **Accuracy of Warranties.** All representations and warranties made by Seller herein shall be essentially true, accurate, and correct as of the Closing Date; and there shall be no uncured, material breach of any warranties or covenants made hereunder by Seller.

(d) **Execution and Delivery of Documents.** As of or at the Closing, Seller shall have executed and delivered to Buyer any and all documents required or necessary to consummate the transactions contemplated by this Agreement.

(e) **Receipt of Funds and Approval.** Buyer shall have actually received sufficient Federal Funds to purchase the applicable Property pursuant to this Agreement, has received authorization from the National Guard Bureau or applicable federal agency to proceed with the purchase of the Property, and has received authority from its governing body to proceed with the Purchase of the Property.

Section 5.2. **Seller's Conditions.** Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or the written waiver at Seller's sole option) of the following conditions on or before the Closing Date:

(a) **Authority.** Seller shall be reasonably satisfied that Buyer has requisite authority to perform the actions necessary to be performed by Buyer at a Closing.

(b) **Compliance with Obligations.** Buyer shall have complied with all of Buyer's material obligations to be performed hereunder, including the payment of the Purchase Price, prior to or on the Closing Date.

(c) Accuracy of Warranties. All representations and warranties made by Buyer herein shall be essentially true, accurate, and correct as of the Closing Date; and there shall be no breach of any warranties or covenants made hereunder by Buyer.

(d) Execution and Delivery of Documents. As of or at the Closing, Buyer shall have executed and delivered to Seller any and all documents required or necessary to consummate the transactions contemplated by this Agreement.

ARTICLE 6 CLOSING

Section 6.1. Closing. The closing (“**Closing**”) of Buyer’s purchase of the Property shall occur at the offices of the Title Company, on a date the parties mutually agree within five (5) years after the Effective Date (“**Closing Date**”), subject in each instance to the satisfaction or waiver of the conditions precedent described in Article 5.

Section 6.2. Conveyance of Title. At a Closing, Seller shall execute and deliver to Buyer the Deed conveying title to the Property, subject to the Permitted Exceptions.

Section 6.3. Documents; Title Insurance. Also at the Closing:

(a) Seller's Deliveries. Seller shall execute, acknowledge, and deliver to Buyer (i) the Deed; and (ii) any other documents or instruments required to be executed pursuant to the provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby, all at no extra cost to Seller.

(b) Buyer's Deliveries. Buyer shall execute and deliver to any documents or instruments required to be executed pursuant to provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(c) Title Insurance. In addition, the Title Company shall cause to be provided to Buyer the Title Insurance, insuring that upon recording the Deed, Buyer shall be the owner of good and marketable fee title to the applicable Property, subject to the Permitted Exceptions.

Section 6.4. Costs. Seller shall pay all cost of recording the Deed, and the cost of the Title Insurance. Escrow fees shall be split equally between Seller and Buyer. All other costs of Closing shall be paid by Seller. Each party shall pay its own attorneys’ fees and costs with respect to the preparation and negotiation of this Agreement and any other agreements and documents contemplated hereby.

ARTICLE 7 TERMINATION

Section 7.1. **Termination.** Seller or Buyer may terminate this Agreement, without penalty or payment, if Buyer has failed to purchase the Property prior to the Closing Date.

ARTICLE 8 MISCELLANEOUS

Section 8.1. **Tax Free Exchange.** So long as Buyer is not required to hold title to a separate parcel of real property; a Closing is not delayed; and Buyer does not incur any additional obligations, fees or liabilities, including the granting of any indemnities, Buyer shall cooperate with Seller so that Seller may structure Buyer's proposed purchase of the Property in connection with a like-kind exchange under section 1031 of the Internal Revenue Code, including: (a) the substitution of a qualified intermediary for Seller; (b) Seller's assignment of their rights under this Agreement as to the Property to the qualified intermediary; (c) Buyer's payment of all or part of the Purchase Price for the Property through the qualified intermediary; and (d) Buyer's taking other appropriate, reasonable actions and executing documents. Seller acknowledges that Buyer has made no representation to Seller regarding the qualification of the transaction as a like-kind exchange, and Seller is relying solely on Seller's own tax advisors in connection therewith.

ARTICLE 9 ADDITIONAL PROVISIONS

The following provisions are also an integral part of this Agreement:

Section 9.1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

Section 9.2. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

Section 9.3. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery.

Section 9.4. **Severability.** The provisions of this Agreement are severable; and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

Section 9.5. **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

Section 9.6. **Exclusive Remedies.** The remedies of the parties specified herein shall be exclusive. Neither party shall have any other right, remedy, or priority whatsoever.

Section 9.7. **Amendment.** This Agreement may not be modified, except by an instrument in writing signed by the parties hereto.

Section 9.8. **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both Buyer and Seller has had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its/their desire that this Agreement be interpreted in an absolutely neutral fashion, with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

Section 9.9. **Notices.** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) facsimile or email, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile or email, (c) the next business day, if delivered by express overnight delivery service, or (d) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or email addresses or facsimile numbers, as applicable) specified below:

If to Seller, to:

WF 2 Utah, LLC
Attn: Nathan Shipp
Exchange Place, Building B
14034 South 145 East, Suite 204
Draper, Utah 84020
E-Mail: nate@daiutah.

If to Buyer, to:

Herriman City
5355 West Herriman Main Street
Herriman City, Utah 84096
Attn: Wendy Thomas
Email: wthomas@herriman.org

With a copy to:

John Brems
10717 Watery Way
South Jordan, Utah 84009
Email: john@bremslaw.com

Section 9.10. **Time of Essence.** Time is of the essence of this Agreement; provided, however, if the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 9.11. **Assignment.** Buyer may not assign its rights or delegate its duties under this Agreement to any other person(s) or entity (ies) without Seller's prior written consent.

Section 9.12. **Survival.** All the parties' respective representations, covenants, warranties, and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds or the like contemplated herein.

Section 9.13. **Force Majeure.** Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes; lockouts; civil strife; war; natural disasters; acts of God; unavailability of materials or supplies; delays by governmental authorities in giving any required approvals (other than Buyer acting in its capacity as a buyer hereunder); or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

Section 9.14. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

Section 9.15. **Memorandum.** No "short form" or other memorandum of this Agreement may be recorded against title to part or all the Property without Seller's prior written consent.

Section 9.16. **Risk of Loss.** The risk of loss or damage to the Property until the applicable Closing shall be borne entirely by Seller.

Section 9.17. **Commissions.** Buyer represents and warrants to Seller that it has not dealt with any broker, consultant, and/or representative concerning the Property and this Agreement. Seller represent to Buyer that they have not dealt with any broker, consultant and/or representative concerning the Property or this Agreement. Should any claim for other commission be asserted or established, the party in breach of its representation in this Section 9.16 hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim.

Section 9.18. **Entire Agreement.** This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Seller and Buyer and supersedes all other agreements between the parties on the subject matter hereof. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer. Upon reasonable request, the parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement.

DATED as of the Effective Date.

SELLER:

WF 2 UTAH, LLC

By: CA-DAI Springs Joint Venture, LLC, a
Delaware limited liability company, its
Managing Member

By: DAI Springs, LLC, a Utah limited
liability company, its Manager

By: _____

Name: Nathan Shipp

Its: Manager



BUYER:

HERRIMAN CITY

By: _____

Brett Geo Wood, City Manager

ATTEST:

Wendy Thorpe
Jackie Nostrom, City Recorder

Wendy Thorpe Deputy

EXHIBIT "A"
(Attach legal description)

EXHIBIT "B"

WHEN RECORDED, MAIL TO:
Herriman City
5355 West Herriman Main Street
Herriman, Utah 84096

Warranty Deed

WF 2 Utah LLC, a Delaware limited liability company, ("Grantors") hereby convey and warrant to **Herriman City**, a Utah municipality, 5355 West Herriman Main Street, Herriman, Utah 84096 the following described tract(s) of land ("Property") in Salt Lake County, State of Utah, to-wit:

See attached exhibit.

The Property was acquired with the assistance from the United States Army ("Army") pursuant to a special military project cooperative agreement between Herriman City and National Guard Bureau on behalf of Camp W.G. Williams. Herriman City and its successors in interest agreement number W9133L-15-2-3082 ("Cooperative Agreement") shall hold and maintain the Property consistent with the terms and conditions set forth in the Cooperative Agreement.

Should Herriman City permit the Property to be used or developed in a manner inconsistent with the Cooperative Agreement, Herriman City shall transfer to the Army upon the request of the Secretary of the Army, in accordance with and under the conditions specified in 10 USC § 2684a(d)(4), fee interest in the Property sufficient to ensure that the Property is not developed and used in a manner inconsistent with the purposes of the Cooperative Agreement.

Herriman City may not convey any interest in the Property without the prior written approval of the Army; provided however, with the prior approval of the Army, Herriman City may sell the Property subject to a reserved Conservation Easement (to be monitored and enforced by Herriman City) that: (a) requires the Property to be held and managed consistent with the purposes of the Cooperative Agreement, (b) requires the Army's prior written consent to transfer the Conservation Easement and (c) includes the contingent right of the Army to monitor and enforce the Conservation Easement if Herriman City, its grantee, successor in interest or assigns fails to protect the Property in accordance with the terms of the Conservation Easement. The Conservation Easement shall authorize the Secretary of the Army to demand the transfer of such Conservation Easement to the Army or a designated third party eligible entity should the holder of the Conservation Easement fail to manage and maintain the Conservation Easement for purposes consistent with the Cooperative Agreement or fail to carry out its duties to monitor and enforce the Conservation Easement.

Notwithstanding anything contained herein to the contrary, upon the delivery of the deed subject to the reserved conservation easement, the interests of the Army shall be limited to those interests set forth in the Conservation Easement and all other rights that the Army had to the Property prior to the reservation of the Conservation Easement, including the right to demand transfer of the fee title, shall terminate

WITNESS the hands of said Grantors, this _____ day of _____, 2019.

GRANTORS:

By: CA-DAI Springs Joint Venture, LLC, a Delaware limited liability company, its Managing Member

By: DAI Springs, LLC, a Utah limited liability company, its Manager

By: _____
Name: Nathan Shipp
Its: Manager



Planning Commission Staff Report

Community Plan Amendment, General Plan Amendment, and Rezone Wildflower and The Springs Thursday, November 14, 2019 Public Hearing

Report Date: October 31, 2019
Applicant: Nate Shipp, DAI
Owner: Sunrise 3 LLC; Tanuki Investments, LLC; WF 2 Utah LLC; CLH Holdings LLC; Wildflower Master Homeowner's Association Inc.
Location: Mountain View Corridor & Harvest Hills Boulevard
Major Street Access: Mountain View Corridor
Parcel Number(s) & Size: 58:021:0152, 58:022:0123, 58:021:0176, 58:022:0138, 58:021:0143, 58:022:0134, 58:033:0308, 58:033:0346, 58:033:0327, 58:033:0183, 58:033:0398; 58:022:0160; 58:022:0159; approximately 1,201 acres
Parcel Zoning: Planned Community (Wildflower)
Agriculture (A), R1-9, R1-10, R1-20, R3-6, MF-10, MF-14, and MF-18 (The Springs)
Proposed Zoning: Planned Community
Parcel General Plan: Planned Community Residential, Planned Community Mixed Use, Office Warehouse, Low Density Residential, and Medium Density Residential
Adjacent Zoning: RC, A, R1-10
Current Use of Parcel: Vacant, Single-Family Residential
Adjacent Uses: Single-family residential, vacant, UDOT roads, Camp Williams, Hadco operations
Previous Meetings: City Council Work Sessions:
5/21/2019 – Community Plan Discussion
6/4/2019 – Camp Williams Cemetery Discussion
7/22/2019 – Site Visit
10/15/2019 – Community Plan Discussion
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: Administrative
Land Use Authority: City Council
Future Routing: City Council
Author: Tippe Morlan, AICP, Senior Planner

A. Executive Summary:

The applicant requests an updated Community Plan to incorporate The Springs development into the existing Wildflower development while also amending the standards of the existing Community Plan. The new Wildflower Community Plan would consist of approximately 1,202 acres and 3,238 Equivalent Residential Units (ERUs) entirely within the PC zone.

If approved, the property within the current Springs boundaries is proposed to be designated as Planned Community – Residential within the General Plan and rezoned to Planned Community (PC) consistent with City Code.

Recommendation:

Staff recommends the Planning Commission review the proposal, consider the application, and forward a positive recommendation to the City Council for the Wildflower Community Plan Amendment, General Plan Amendment, and Rezone with conditions as outlined in Section I. Alternatives include continuation of the item, or denial.

B. Background:

February 24, 2015 – The original Wildflower Community Plan, Master Development Agreement, General Plan Amendment, and Rezone was approved conditionally by the City Council subject to a Master Development Agreement (Exhibit F). This approval was for 1468 equivalent residential units (ERUs) with a maximum of 442 units of multi-family housing limited to approximately 53 acres on the west side of the future Mountain View Corridor. The Wildflower property was rezoned to Planned Community with this approval.

April 21, 2015 – The City Council approved the annexation, General Plan amendment, and rezone of The Springs, approximately 479 acres, with 1770 ERUs subject to a Master Development Agreement (Exhibit G).

November 15, 2016 – The City Council approved an amendment to the Wildflower Community Plan relocating multi-family housing to the west side of the Mountain View Corridor and reducing multi-family units from 442 to 425 ERUs. 15 of those units were transferred to single-family units and 2 units were reserved for a church parcel.

December 21, 2018 – The City received an application for a major amendment to the Wildflower

Community Plan with the intent of incorporating The Springs into the Wildflower community and establishing a new Master Development Agreement for the combined project. The application also proposed to amend and restate all standards within the CP.

May 21, 2019 – The applicant requested a work session with the City Council to discuss the proposed Community Plan. Council Members were concerned with the impact of units developing so close to Camp Williams and set a June work session date where Camp Williams representatives can be in attendance. City Staff was also concerned with development and engineering standards being carved out for this project.

June 4, 2019 – Continuing the May work session, there was a discussion with the applicant, City Council, and Camp Williams surrounding appropriate buffers for Camp Williams boundaries in this area. Possible solutions included moving density, compensation for loss of density, or a land purchase for the installation of a VA and/or City cemetery. The City Council expressed support for the applicant to seek any of these solutions.

July 22, 2019 – The City Council held a work session to visit The Springs to better understand the challenges of the site, particularly the grade and proximity to Camp Williams.

October 15, 2019 – The applicant requested another work session to follow up with the City Council after the site visit and address concerns with the potential for a cemetery in the area where The Springs currently exists. City Council directed the applicant to come to a written agreement with Camp Williams as to whether or not they will pursue a cemetery before the City can proceed with this application.

Additionally, City Staff reviewed a community plan amendment for this project and provided comments to the applicant on the following dates:

- January 21, 2019
- July 30, 2019
- October 21, 2019
- November 4, 2019

C. Specific Request:

The subject property encompasses approximately 1201 acres in total and proposes 3,238 residential units with a 142 acre business park area and 299 acres of open space as shown on Page 2-01 of the proposed plan (Exhibit E). This total includes the combination of the existing Wildflower community and the existing Springs development area while also removing the commercial property south of SR-73 from the Wildflower plan. The property south of SR-73 has been purchased by UDOT and did not contribute toward the vested density of the existing Wildflower plan. A summary of the approved and proposed developments can be found in the table below. Please note that these numbers are based on approved plans/public records and are approximate values.

	Current Wildflower		Current Springs		Proposed Wildflower	
<i>Single-family Residential</i>	263 acres	1041 ERUs	263.7 acres	886 ERUs	518 acres	2200 ERUs
<i>Multi-family Residential</i>	57 acres	425 ERUs	88.4 acres	884 ERUs	102 acres	1038 ERUs
<i>Commercial/ Business Park</i>	201 acres	--	--	--	142 acres	--
<i>Open Space</i>	105 acres	--	90.6 acres	--	299 acres	--
<i>Institutional Uses</i>	5 acres	2 ERUs	38 acres of total	138 ERUs of total	--	--
<i>Mountain View Corridor</i>	153 acres	--	--	--	141 acres	--
<i>Total</i>	784 acres	1468 ERUs	479 acres	1770 ERUs	1201 acres	3238 ERUs

If approved, the area encompassing the existing Springs area will need a General Plan amendment and rezone to Planned Community (PC). City Code Section 19.26 requires a zone change to PC at the same time as the adoption of a community plan for the subject PC area. If the community plan amendment is denied, the existing zoning shall remain on The Springs property. Additionally, an amended Master Development Agreement for both Wildflower and The Springs needs to be submitted to the City and approved by City Council in conjunction with this Community Plan amendment.

The existing densities for the existing individual projects are as follows:

Existing Wildflower Site Summary:

RESIDENTIAL LEGEND		
LAND USE	AREA*	ERU4#
RESIDENTIAL	±263 ACRES	1,041
MOUNTAIN VIEW HOUSING	±57 ACRES	425
CHURCH OFF.	±5 ACRES	2
MOUNTAIN VIEW CORRIDOR	±144 ACRES	--
MOUNTAIN VIEW STORM POND	±0 ACRES	--
OPEN SPACE & PARKS (INCLUDES NATIVE & IMPROVED AREAS)	±93 ACRES	--
VILLAGE #2 OPEN SPACE (NOT DEFINED)	±12 ACRES	--
MASTER PLANNED ROADS (DO NOT INCLUDE ROAD)	±12 ACRES	--
TOTAL	±505 ACRES	1,468

VILLAGE PHASE BOUNDARY
 NEIGHBORHOOD BOUNDARY

*ALL AREAS SHOWN ARE APPROXIMATE. FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. ERU COUNT FIXED AT 1,468 ERUs.

Existing Springs Site Summary:

OS - 1	Open Space	A	15.82 Acres			
OS - 2	Open Space	A	1.6 Acres			
OS - 3	Open Space	A	24.8 Acres			
OS - 4	Open Space	A	8.79 Acres			
OS - 5	Open Space	A	44.09 Acres			
OS - 6	Open Space	A	14.47 Acres			
TOTALS			109.57 Acres		23%	

Totals by Housing Type					
Housing Type	Zone	Area	Density	Units	% of Total
4 story Apartments	R-18	14.7 Acres	18	265	15.0%
Town House	R-14	44.82 Acres	10	448	25.3%
5 - 7,000 S.F. Lots	R-10	52.01 Acres	5	287	16.2%
6 - 8,000 S.F. Lots	R-6	56.4 Acres	4.3	216	12.2%
8 - 10,000 S.F. Lots	R-8	29 Acres	3.3	96	5.4%
10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127	7.2%
12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23	1.3%
15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81	4.6%
Active Adult TH	R-14	12.7 Acres	8	101	5.7%
Active Adult 1 story TH	R-14	10.0 Acres	7	70	4.0%
Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	3.6	56	3.2%
		333.05		1770	100.0%

It is anticipated that this development may need to provide the following institutional uses:
The overall project density will be affected as outlined here:

	Area	Density	Units
Elementary School	12 Acres	5	40
Church Sites	26 Acres	3	78
Potential units transferred to institutional uses			138
Total Units would then be			1632

Current proposed densities for the overall Wildflower community is summarized as follows on Page 2-01 of the updated community plan (Exhibit E):

LEGEND			
Type*	Description	Approx. Acres	Allocated Residential ERUs
1	Single Family (5,000+ SF)	371	1,200
2	Single Family (<5,000 SF)	128	863
3	Single Family (<5,000 SF), 3-Story	19	137
4	Townhomes / Apartments / Condos	102	1,038
5	Commercial / Business Park	142	--
	Mountain View Corridor (MVC)	141	--
	Open Space (OS)	299	--
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 5-13 and commercial standards on 5-23

D. Process:

Pursuant to Section 19.13 of the Saratoga Springs Code, the City Council is the Land Use Authority for major community plan amendments, General Plan amendments, and rezones following a recommendation from the Planning Commission. A public hearing is also required at Planning Commission for these items. Additionally, the City Council is the Land Use Authority for master development agreement amendments and may incorporate recommendations from Planning Commission into their decision.

E. Community Review:

Notice of the community plan amendment and the rezone was published and mailed to all property owners within 300 feet on October 31, 2019. The General Plan amendment was also noticed on November 4, 2019. As of the date of this staff report, no public comment has been received by the City.

F. Staff Review:

With this application, the contents of this community plan have changed almost entirely from the original format. The applicant has provided a summary of the changes to the original approved CP in Exhibit E, which is a redlined copy of the original community plan. Detail has been added to ensure compliance with approved regulations, and any details provided with the community plan may not be duplicated at the time of village plan.

The applicant is not requesting to increase density on the overall site. The Wildflower portion of the development will maintain 1465 ERUs and The Springs portion will maintain 1770 ERUs. While the overall density is not changing, the intensity of the residential areas within the Springs has changed in order to accommodate additional open space, including a landscaped buffer between the shared property lines with Camp Williams. The minimum lot size size of single-family lots has been reduced to allow minimum lot sizes of 5,000 square feet as opposed to the current approved lot sizes of 8,000 to 20,000 square feet (see Exhibit H). A majority of the

proposed open space in this area is proposed to be native, un-manicured, and unimproved open space, however the applicant has provided detailed landscape plans (subject to change with Village Plan approvals) which show that the overall landscaping provided has been increased from 19 percent, as approved in the current Springs MDA, to 30 percent overall.

Access

One of the biggest concerns with the consolidation of The Springs and Wildflower communities is adequate access to the 1770 units proposed in The Springs. There is a narrow body of land connecting The Springs to the current Wildflower area limiting access to the site. With 1770 units proposed in this area, access to the site comes from one main road, the westward extension of Harvest Hills Boulevard. This is the portion of Harvest Hills Boulevard extending through the Wildflower and The Springs site with no current outlet to the south and west into Eagle Mountain City.

Based on adjacent plans shared by Eagle Mountain City, this road is intended to extend south and eventually connect to SR-73; however, there are no immediate plans for this connection nor are there any plans for development directly south of the Springs. As this area develops, this property to the south will remain a Hadco mining site into the foreseeable future.

The Fire Department has provided requirements for a secondary access to the site. The applicant will be allowed to build a 12-foot wide access road with compacted road base and a crown that is plowable. This access road can be allowed as a secondary access under two conditions:

1. Signage for Emergency Vehicles Only, or Road for Emergency Use Only are required to be at both ends of the road.
2. Each end of the compacted road base temporary road shall begin and end on finished road sections.

The applicant has provided a road section for an access road that may meet this standard, and this is proposed as a condition of approval as well. Staff has recommended a condition of approval that once the development in The Springs area exceeds 50 units, the developer will be required to provide adequate secondary access as approved by the Fire Department. Staff is still concerned that this proposed access road is only an emergency access while also connecting through the primary access, Harvest Hills/Wild Hills Boulevard. This primary access is the only usable road for all 1,770 within The Springs and is the only way in and out of this area indefinitely.

Additionally, the applicant has made a request to change the name of Harvest Hills Boulevard to Wild Hills Boulevard west of Mountain View Corridor. It is not typical for continuous roads to change names, and staff requests that the Planning Commission and City Council consider requiring any road, not just in this request, to maintain the same name if the road is continuous regardless of passing through a intersection.

Open Space

The proposed community plan is required to provide a minimum of 30 percent open space as described on page 4-01 meeting the Planned Community standard within Section 19.26.06.4 of the City Code. The existing Springs Master Development Agreement identifies a 19 percent open space requirement; however, by incorporating The Springs into a planned community, the overall project area is required to meet a minimum of 30 percent in open space.

The proposed Wildflower CP appears to meet the 30 percent open space requirement including the trails and open space provided by UDOT within the Mountain View Corridor area. The applicant has provided a breakdown of proposed open space on Page 4-04 which has been updated as follows:

OPEN SPACE TABULATIONS:

TOTAL AREA	1201.71 ACRES
MOUNTAIN VIEW CORRIDOR AREA	168.04 ACRES
COMMERCIAL AREA	142.18 ACRES
NET RESIDENTIAL AREA*	891.49 ACRES

TOTAL OPEN SPACE REQUIRED (30%)	267.45 ACRES
WILDFLOWER PARKS AND OPEN SPACE AREA	251.40 ACRES
PAVED TRAILS (IN OPEN SPACES AND OVERSIZED PARK STRIPS)	9.10 ACRES
UDOT/MVC CORRIDOR TRAIL/OPEN SPACE AREA	26.88 ACRES
TYPE 4 RESIDENTIAL AREAS OPEN SPACE AREA	20.64 ACRES
TOTAL OPEN SPACE PROVIDED (34.6%)	308.02 ACRES

*ROADWAYS OUTSIDE OF MVC AREA ARE INCLUDED IN NET RESIDENTIAL AREA FOR CONSISTENCY WITH PREVIOUS CALCULATIONS.

There are some discrepancies with the open space and residential area tabulations throughout the plan. The total open space area identified within the Open Space Plan on Page 4-04 of the proposed CP and on Page 6 of the Project Introduction does not match with the Land Use Map Exhibit on Page 2-01 which identifies 299 acres of open space rather than 308 acres. Additionally, as previously discussed with the original CP approval, paved trails within “oversized park strips” may only count toward open space if the roads meet City standards and are built to the maximum width to avoid a reduction in open space in favor of widening roadways in the future. In current open space regulations throughout the City, paved trails count in linear feet toward required amenity points rather than square feet toward required open space acreages. Staff does not recommend counting paved trails toward the Wildflower open space area, putting the proposed open space at approximately 299 acres.

The current CP identifies 152.54 acres of property set aside for the Mountain View Corridor, and the 30 percent requirement has been based off of the total project area outside of that amount (see tabulations below). By this same logic, with a total area of 1201.71 acres, excepting the Mountain View Corridor area of 152.54 acres and 141 acres of proposed Commercial/Business Park area, there is a net residential area of 908.17 acres. The amount of open space required to meet the 30 percent requirement for planned communities would be 272.45 acres. With 299 acres of proposed open space in the new CP, the applicant would have approximately 32.9 percent of the area dedicated to open space.

1 Existing Wildflower CP Open Space Tabulations

<u>OPEN SPACE TABULATIONS:</u>	
TOTAL AREA:	594.44 ACRES
MOUNTAIN VIEW CORRIDOR AREA:	152.54 ACRES
NET RESIDENTIAL AREA:	441.90 ACRES
<hr/>	
OPEN SPACE REQUIRED:	132.57 ACRES (30.00%)
6.00% OPEN SPACE PROVIDED BY UDOT IN MOUNTAIN VIEW CORRIDOR:	226.88 ACRES
23.92% OPEN SPACE REQUIRED IN DEVELOPER CONTROLLED GROUND:	1105.69 ACRES
<hr/>	
DEVELOPER CONTROLLED OPEN SPACE PROVIDED:	105.69 ACRES (23.92%)
OPEN SPACE & PARKS:	93.35 ACRES
VILLAGE #2 OPEN SPACE (NOT DEFINED):	12.34 ACRES

** NO FUTURE RESIDENTIAL DENSITY SHALL BE PERMITTED ON THIS PROPERTY.

Staff is also concerned with the programming of detention areas being considered as open space. The original approval of the Wildflower community plan included a condition of approval requiring a statement ensuring that detention basins will be improved and have community access and amenities. Most detention areas are proposed without amenities which are required in order for these areas to be considered as usable open space and parks. This requirement has been included in the proposed conditions of approval for this amendment to ensure that these areas provide a recreational benefit to Wildflower residents if these areas are to be counted toward open space requirements.

With 68 percent of the proposed open space identified as “improved native space,” staff believes that the definition of improved native space needs to be clear with this approval. These areas should follow the City’s definition of native open space, found in Section 19.19.02.18 of the City Code:

“Native” means the installation of natural landscaping commonly found in unimproved, un-manicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape could include the restoration of disturbed areas by replacement of topsoil, native seeding by drilling method, and covering with a hydraulically applied wood fiber mulch.

Native landscaping is not the same as unimproved landscaping which is “open space left or planted in a native state, without the addition of amenities.” These areas should provide

amenities which offer recreational value to Wildflower residents. City Code also defines open space improvements as follows:

“Partially Improved” means open space left in a native state, such as existing or new native grasses instead of turf, and with recreational amenities consisting of less than 75 points per acre.

“Fully Improved” means open space completely improved with turf or other live vegetation, and containing amenities equaling at least 75 points per acre.

Without an amenity point system, this is difficult to track. Additionally, the proposed CP would incorporate The Springs area into the existing Wildflower amenity dedication of \$2,000 per residential unit. Staff is requesting a condition of approval that the developer work out appropriate levels of amenities with staff.

Lastly, the Open Space Objectives identified on Page 4-01 states that “The City agrees to offset future park impact fees for developer.” Staff has had no discussions with the applicant on the matter and this statement did not appear on any previous versions of this community plan. Staff recommends that it is removed from the plan as redlined in Exhibit E.

Open Space Tracking

The existing CP did not provide enough detail for either the City or the applicant to properly track open space requirements, and none of the open space or amenity requirements have been met to this date. The applicant is working with the City to rectify this and the proposed CP has added language which requires the applicant to record open space within plats in order to formalize dedication of open space area as common area owned and maintained by the Wildflower HOA. This will ensure that there is a record of open space dedication and prevent any area meant for open space from being used for other purposes such as utilities, ponds, and pump stations which provide no recreational access or value to Wildflower residents.

Additionally, the applicant is proposing to maintain a \$2000 per unit commitment toward open space amenities, as is currently approved in the existing CP. This does not include basic landscaping or site improvements. This needs to be tracked with landscape estimates provided with each application and paid for upon plat recordation. This amount must be up to date on a plat by plat basis so that the community is current or ahead, but never behind, on amenities and open space dedication. This method was previously approved while the City was in the process of developing the point system for amenities.

The applicant is working with staff to become up to date on the amenity commitment for currently recorded units, and moving forward, the applicant has provided conceptual landscape plans as an appendix to the proposed CP. The applicant will still be required to provide a landscape estimate for all amenities with each application. The estimates will allow the applicant to bond for future installation of amenities, as is allowed by the current CP.

The \$2000 amenity value per unit was instituted before the amenity point system was in place in City Code, but it has been difficult to bond and track. Additionally, values and costs change with inflation. As a result of this conversation with the applicant, conceptual landscape plans for every common open space has been provided in the appendices of the proposed plans (see pages A3-01 to A3-28).

Staff still had concerns about the undefined open space within multi-family/Type 4 neighborhoods as the existing regulations do not require individual builders to provide amenities. As a result of these concerns, the applicant has also included a requirement that all multi-family/Type 4 areas must provide 20% of their area as open space (excluding setback areas and areas between buildings) and amenities that comply with the City's point system.

Cemetery

A major point of discussion surrounding this CP amendment is that as a result of combining these two communities, a cemetery should be provided. There has been discussion about whether the applicant should provide a public cemetery, a private cemetery, or a VA cemetery with Camp Williams. The result of several City Council work sessions is that the ideal location for a cemetery would be to the northeast corner of The Springs, providing an additional buffer between the residences and any potential adverse use which may occur on Camp Williams property, in close proximity to these neighborhoods. At this point in time, it appears that the applicant is working with Camp Williams to negotiate a contract to purchase somewhere between 20 and 30 acres of land and density from this area to achieve these goals. Because density is being bought, this cemetery may not be counted toward open space requirements and the purchased density shall be not relocated elsewhere in Wildflower.

There is also the possibility of a cemetery to be dedicated to the City on the west side of the property within current proposed undeveloped and native open space areas on slopes nearing 30% in grade. If there is to be a City cemetery on this site, these discussions are likely to happen at a later time.

Hillside Development

The entire Wildflower and Springs community sits on significant slopes making development difficult without mass grading. As a result, a majority of the property will be subject to significant cuts and fills, as identified on Page A2-25 of the proposed community plan. The City does not have a significant Hillside Ordinance adopted at this point in time, but the applicant has proposed to follow Section 19.10 of current City Code with a few exceptions proposed in the appendix on pages A1-01 and A1-02 of the proposed plan. All hillside development shall conform to the requirements in place at the time of plat or site plan submittal.

The current site exceeds a 30 percent slope in a few areas, as identified on Page 6-04 of the proposed plan. Within The Springs, these areas are identified as man-made slopes "created by mining operations to be removed with grading." With so few existing slopes which exceed 30 percent, staff recommends denial of the applicant's request to allow slopes above 50 percent. The applicant requests this as a deviation to both Engineering and Planning standards. Current Code 19.10.04.9 limits the grade of man-made slopes to 25 percent or 4:1 slope. The applicant is

proposing man-made slopes up to 50 percent or 2:1 slope. Staff does not believe there is justification for this request, and doubling the allowable man-made slope will create unsafe conditions which also reduce the neighborhood aesthetic due to increasing the bulk and mass of a site beyond a human scale.

Staff also does not support the request to allow retaining walls up to 10 feet in height for the same reason. The hillside ordinance within Wildflower should follow existing City hillside regulations, which may or may not include the allowance of 10 foot retaining walls in the future. The concern is that any wall more than 6 feet in height increases the bulk and mass of a site and does not contribute to a neighborhood aesthetic.

Staff does not support the change in required minimum setbacks from drainage corridors reducing the code requirement of 100 feet from top-of-bank to 30 feet from the centerline. Establishing setbacks from an ordinary high water mark line or a top-of-bank may be acceptable, but 30 feet from the centerline could mean anything and may not even cover the entirety of any potential water source in the drainage corridor.

The applicant is also proposing to double the allowed maximum block length from 1,000 feet to 2,000 feet within Road Design Criteria on Page A2-19 of the proposed plan. Staff does not find this justifiable and recommends that the applicant meet current standards. The applicant has also proposed language stating that if a pedestrian access has greater than 15 percent slope, it shall not be required. This is also not acceptable since pedestrian connectivity is key to building vibrant neighborhoods. If ADA accessible sidewalks are not possible, sidewalks with some slope still provide a benefit to the average pedestrians. People are still able to walk on a sidewalk with some incline. Providing access for all modes of transportation is necessary to provide equitable transportation options and opportunities to reduce car trips.

Infrastructure

Staff has recommended that the community plan include identification of public infrastructure items which are reimbursable, including but not limited to master planned open spaces, roads, and utilities in order to be clear about the responsibilities of the City at this stage. Any items which are not identified should be the responsibility of the developer. This is not currently included, but if directed by the Planning Commission and City Council, staff can work with the developer to come to an agreement and include this information. Identification of what is and is not reimbursable in clear language will avoid added costs and problems for both the City and the applicant in the future.

G. General Plan:

The General Plan designation for this property is Planned Community-Residential for the existing residential portion of Wildflower, and Planned Community-Mixed Use for the future commercial portion of Wildflower. The existing Springs is currently designated as Medium and Low Density Residential to be updated to Planned Community-Residential. These designations are described as follows:

Planned Community Residential	The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types, but is primarily residential. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area.	Varies
Planned Community Mixed Use	The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types, and has a mixture of commercial uses. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area.	Varies
Low Density Residential	Single-family neighborhoods built on a highly connected street pattern and interspersed with schools, public facilities, walkable neighborhood amenities, parks and trails. The Low Density Residential designation is expected to be the City's most prevalent land-use designation.	2 - 5 DU/Acre, half acre to 8,000 square foot lots
Medium Density Residential	Residential developments at higher densities in neighborhoods that still maintain a suburban character. Designed to create a functional transition from one land-use to another. Developments in these areas should be constructed with urban streets and useable recreational features and lands.	6 - 8 DU/Acre, 3,000 to 7,000 square foot lots

Staff conclusion: Consistent. The proposed Community Plan and associated general plan and zoning designation of Planned Community are consistent with these Land Use Designations.

H. Code Criteria:

19.26.06 Guiding Standards of Community Plans.

- 1. Development Type and Intensity.** The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
Finding: Complies. The proposed community plan maintains the intensity of development that has previously been established within the existing Wildflower CP and Springs MDA.
- 2. Equivalent Residential Unit Transfers.** Since build-out of a Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, after approval of a Community Plan, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability. Guiding transfer provisions shall be provided in the Community Plan and detailed transfer provisions shall be established in the Village Plans.
Finding: Complies. The proposed community plan establishes that ERU transfers on Page 3-01 of the proposed plan. The proposed standards comply with the ERU requirements of the City Code. For Wildflower, ERU transfers can occur at Village Plan or Village Plan Amendment.
- 3. Development Standards.** Guiding development standards shall be established in the Community Plan.
Finding: Complies. Guiding development standards are provided on Pages 5-11 to 5-31 of the proposed plan. While the Code requires detailed standards and regulations to be contained in a Village Plan, the applicant has chosen to detail all standards now for consistency. Because there are two existing approved Village Plans within Wildflower, there have been issues with conflicting standards between VPs and CPs.

4. **Open Space Requirements.** Open space, as defined in Section 19.02.02, shall comprise a minimum of thirty percent of the total Planned Community District area.
Finding: Complies. Based on my calculations in the analysis above, the proposed combined community provides approximately 32.9 percent of the overall area, not including Mountain View Corridor or Commercial/Business Park areas, as open space.
5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
Finding: Complies. No structures are proposed within 20 feet of the peripheral property line. A landscape buffer has been provided as shown on the Land Use Exhibit on Page 2-01 of the proposed plan.

19.26.07 Contents of Community Plans.

Community Plans are general and conceptual in nature; however, they shall provide the community-wide structure in enough detail to determine the size, scope, intensity, and character of subsequent and more detailed Village Plans.

1. **Description.** A metes and bounds legal description of the property and a vicinity map
Finding: Complies. Shown on Pages 1-01 to 1-07 of the proposed plan.
2. **Use Map.** A map depicting the proposed character and use of all property within the Planned Community District. This map shall be of sufficient detail to provide clear direction to guide subsequent Village Plans in terms of use and buildout. This map is not required to specify the exact use and density for each area and instead, to allow flexibility over the long-term, may describe ranges of buildout and ranges of uses.
Finding: Complies. Shown on Pages 2-01 to 2-05 of the proposed plan.
3. **Buildout Allocation.** An allocation of all acreage within the Planned Community District by geographic subarea or parcel or phase with ranges of buildout levels calculated based on the City's measure of equivalent residential units, including residential and nonresidential density allocations and projections of future population and employment levels.
Finding: Complies. Shown on Pages 2-01 to 2-05 and 3-01 of the proposed plan.
4. **Open Space Plan.** A plan showing required open space components and amenities
Finding: Complies. Shown on Pages 4-01 to 4-12 and A3-01 to A3-28 of the proposed plan. The Open Space Plan has been redlined and needs to address some additional information before it can be enforceable.
5. **Guiding Principles.** A general description of the intended character and objectives of the Community Plan and a statement of guiding land use and design principles that are required in subsequent and more detailed Village Plans and are necessary to implement the Community Plan.
Finding: Complies. Shown on Pages 5-01 to 5-31 of the proposed plan.

6. **Utility Capacities.** A general description of the current capacities of the existing on- and off-site backbone utility, roadway, and infrastructure improvements and a general description of the service capacities and systems necessary to serve the maximum buildout of the Community Plan. This shall be accompanied by a general analysis of existing service capacities and systems, potential demands generated by the project, and necessary improvements.
Finding: Complies. Shown on Pages A2-01 to A2-25 of the proposed plan.
7. **Conceptual Plans.** Other elements as appropriate including conceptual grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, and fire protection plans.
Finding: Complies. See Pages 6-01 to 6-06 and A2-25 of the proposed plan.
8. **Development Agreement.** A Master Development Agreement, as described in Section 19.26.11.
Finding: Does Not Comply. The amended and restated Master Development Agreement has not been submitted to the city at the time of this staff report. This is required before this item can be scheduled for City Council review.
9. **Additional Elements.** The following shall be included in the Community Plan or submitted separately in conjunction with the Community Plan:
- a. description of and responses to existing physical characteristics of the site including waterways, geological information, fault lines, general soils data, and slopes (two foot contour intervals);
 - b. a statement explaining the reasons that justify approval of a Community Plan in relation to the findings required by Section 19.26.05;
 - c. an identification and description of how environmental issues, which may include wetlands, historical sites, and endangered plants, will be protected or mitigated; and
 - d. the means by which the Applicant will assure compliance with the provisions of the Community Plan, including architectural standards and common area maintenance provisions, and a specific description of the means by which phased dedication and improvement of open space will occur to assure the adequate and timely provision and improvement of open spaces.
- Finding: Can Comply.** The applicant identifies the elements above, explaining what the conditions are that necessitate the updated community plan. However, the plan does not provide detail as to why Wildflower is best with The Springs under one community plan rather than 2 separate plans (Page 6). The plan also does not identify how environmental issues, particularly protection of and development on steep slopes in this case, will be mitigated. However, for item D, there is detail of the proposed Wildflower Design Review Committee and Architectural Standards on Page 5-31 of the proposed plan.
10. **Application and Fees.** The following shall be submitted in conjunction with the Community Plan: a. completed Community Plan application; b. fees as determined by the City Recorder; and c. copies of submitted plans in the electronic form required by the City.
Finding: Complies.

I. Recommendation and Alternatives:

Staff recommends the Planning Commission discuss the applications, and make a separate recommendation for the Community Plan Amendment, General Plan Amendment, and the Rezone, choosing from the following options:

Approvals with Conditions

Community Plan Amendment:

“I move that the Planning Commission forward a *positive* recommendation to the City Council for the Wildflower Community Plan Amendment, located at approximately Harvest Hills Boulevard and Mountain View Corridor, based on the following findings and subject to the following conditions:

Findings

1. The application complies with the Land Development Code, as articulated in Section H of the staff report, which is incorporated by reference herein.
2. The application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. No changes are proposed to the allowed densities for the overall site.
4. With appropriate modifications, the application complies with Section 19.26.05 of the City Code as articulated in Section H of the staff report, which is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The proposed 3238 residential units is consistent with the existing density for the overall site, with 1468 units approved for the existing Wildflower community and 1770 units approved for the existing Springs community;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06;
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit A.

2. All conditions of the Planning Department shall be met.
 3. The Community Plan shall be modified as directed by Staff in the attached redlined plan, in Exhibit E.
 4. The Community Plan shall be edited as follows:
 - a. Clearly define the conditions for compliance with the open space management plan to ensure that the community stays up to date with all open space and landscaping requirements.
 - b. All open space shall provide adequate levels of amenities, particularly adding amenities to develop usable space within detention areas which are proposed as open space.
 - c. Add a statement ensuring that the detention basins will be improved, and have community access and amenities. Include a summary of proposed amenities for these areas.
 - d. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any existing road until a second access to a collector road is provided.
 - e. Street names shall comply with the Code standards for street names.
 - f. Parkways as defined by the original CP shall not be included in required open space.
 - g. All required edits as provided by staff on November 7, 2019, and other pending required edits, shall be made.
 5. This approval is contingent upon City Council approval of an Amended and Restated Wildflower Master Development Agreement.
 6. The Community Plan shall in all respects be consistent with the MDA.
 7. All other code criteria shall be met.
 8. Any other conditions or changes as articulated by the Planning Commission:
-

“I also move that the Planning Commission forward a **positive** recommendation to the City Council for the General Plan Amendment and Rezone of the Springs property from Medium Density Residential and Low Density Residential to Planned Community, as identified in Exhibits B and C, with the Findings and Conditions below:

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report, which section is hereby incorporated by reference.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
3. Any other conditions added by the Council. _____

Option 2 - Continuance

"I move to **continue** the [rezone, general plan amendment, community plan amendment] for Wildflower to the [December 12, 2019] meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

"I move that the Planning Commission forward a recommendation of **denial** to the City Council for the Wildflower Community Plan Amendment based on the following findings:

1. The Wildflower community plan is not consistent with the General Plan, as articulated by the Planning Commission: _____, and/or,
2. The Wildflower community plan is not consistent with Sections [XX.XX] of the Code, as articulated by the Planning Commission: _____.

"I also move to deny the General Plan Amendment and Rezone of the Springs property from Medium Density Residential and Low Density Residential to Planned Community, as identified in Exhibits B and C, with the Findings below:

1. The applications are not consistent with the General Plan, as articulated by the Council: _____, or
2. The applications do not comply with Section 19.17.04 of the Development Code, as articulated by the Council: _____, or
3. The applications do not further the general welfare of the residents of the City, as articulated by the Council."

Exhibits:

- Exhibit A: Engineering Staff Report
- Exhibit B: Location and Zoning Map
- Exhibit C: General Plan Map
- Exhibit D: Applicant’s Summary of Changes
- Exhibit E: Proposed Community Plan (Redlined)
- Exhibit F: Existing Wildflower MDA
- Exhibit G: Existing Springs MDA
- Exhibit H: The Springs Density Calculations
- Exhibit I: City Council Work Session Minutes

170 Commissioner Kilgore
- Received confirmation from the applicant that they would comply with the conditions from City Staff.

Commissioner Carn
175 - Asked about possible tenants. Daniel Schmidt noted they had a number of possible tenants in various stages and contingent on City approvals.
- Asked about Shoreline Dr. Daniel Schmidt responded that it is across from the Walmart access. City Engineer Jeff Pearson advised it was a private drive, there would not be a connection across Crossroad.

180 **Motion made by Commissioner Kilgore that the Planning Commission forward a recommendation of approval to the City Council regarding the preliminary plat of Saratoga Springs Commercial Plat D, located at 135 West Crossroads Boulevard based upon the Findings and Conditions in the Staff Report. Seconded by Commissioner Cunningham. Aye: Bryce Anderson, Bryan Chapman, Christopher Carn, Troy Cunningham, Ken Kilgore, Sandra Steele. Motion passed 6 - 0.**

185 8. **Public Hearing: Community Plan Amendment for Wildflower, located approximately Harvest Hills Blvd, and Mt. View Corridor, Nate Shipp, DAI, applicant.**

190 Senior Planner Tippe Morlan presented the items. The applicant requests an updated Community Plan to incorporate The Springs development into the existing Wildflower development while also amending the standards of the existing Community Plan. The new Wildflower Community Plan would consist of approximately 1,202 acres and 3,238 Equivalent Residential Units (ERUs) entirely within the PC zone. If approved, the property within the current Springs boundaries are proposed to be designated as Planned Community Residential within the General Plan and rezoned to Planned Community consistent with City Code. They are currently in discussions with Camp Williams for purchase of a cemetery area including ERU purchase of that area.

195 Nate Shipp and Bruce Baird as applicants are fine with staff recommendations with exception of the one that doesn't vest the project to the ordinance of today so there is predictability in the future. They hope they can work on that language. They are excited about the plan. They are increasing the Open Space and have worked at length with Camp Williams to create a buffer and consolidate the density. They are very close with the 20
200 acres to have all the acreage they want for that buffer.

Public Hearing Open by Vice Chair Bryan Chapman Receiving no public comments, the Public Hearing was Closed by Vice Chair Bryan Chapman

205 Commissioner Steele
- Concern with approving this tonight with the number of redlines she saw. She mentioned the need to work out retaining walls and bus access up the steep grade.
- Expressed concern that in the past they have not allowed any flat roofs on multi-family housing.
210 - Thought that with smaller lots they may be able to help with the moderate income housing.
- Asked if there was a chance of getting some industrial in that area for job producing. Nate Shipp commented they would like the uses as all permitted, they would like to produce as many jobs as they can. They envisioned light manufacturing with store fronts. Economic Development Director David Johnson advised that they are proposing some code changes as stepping stones to bring in some more commercial offices and this type of businesses.

215 Commissioner Carn
- Thought there was a reduction in single family and increase in multifamily equivalent residential units across the project. Senior Planner Tippe Morlan advised that currently single-family ERUs was 1929 and proposed was 2200; multi-family ERUs was 1309 with 1038 proposed.
220 - Is there a commitment with Camp Williams? Nate Shipp remarked that they are currently in meetings and hope to hear soon. If Camp Williams buys the ERUs they would be gone and could not be built by the developer.
- Received clarification of the area of planned Open Space in the Springs area.

225 Commissioner Kilgore
- Received clarification on why there was a road name change. Nate Shipp advised that as that name is part of Harvest Hills with their own HOA and identity a change would help created the Wildflower brand.

- Received clarification from Senior Planner Tippe Morlan that public works recommended the condition of identifying public infrastructure items that are reimbursable to avoid confusion. Bruce Baird noted that it is a protection for both parties and it will be in the development agreement.
- Asked why they were merging the two areas. Nate Shipp advised it allowed them to have a higher amenity package and have better service to owners. It allows to move Open Space around and gives them and the City more flexibility to make sure the plans are better for everyone.
- Asked if conditions were needed for slopes. Senior Planner Tippe Morlan advised that staff does not support 50% manmade slopes and recommends sticking with current hillside ordinance. We have talked about other solutions. Staff recommends that plats are vested in current code at the time of application.
- Received clarification on arrows for future roadway directions and demonstration gardens.
- Received clarification that applicant has worked through setbacks and illuminated letters on signs.
- Likes the contemporary designs of houses.
- Received clarification on allowable uses currently only allowed in industrial zone. This is proposed as Community Commercial business park area, if you allow it then you would have to operate under the assumption that it would be the whole area. An option is to limit the amount of industrial uses. Staff recommends not allowing industrial uses. Nate Shipp supports limiting certain types of uses. They don't have full plans yet and it would seem reasonable to set aside some areas for these types but it doesn't make sense to have all of it industrial. Bruce Baird suggested that it would be something to take care of at Village Plan level.
- He is aware of a lot of redlines, but many have already been taken care of since the report and are taken care of by conditions in the report and does not see a reason to hold this up.
- Are there risks close to Camp Williams? Nate Shipp noted there is no risk but there are several studies as to launching locations, sensitivity to light and noise. Everything on the West end falls within a certain sound level which is concerning when Camp Williams would like to continue training. They have worked with them by moving Open Space and homes. Senior Planner Tippe Morlan advised the NE corner with proposed cemetery is the most impacted area.

255 Commissioner Carn

- Received clarification that this was overriding the whole current Community Plan and would allow for overall reduction in lot sizes? Senior Planner Tippe Morlan responded that it doesn't change anything in the Wildflower side, it matches The Springs to what is already approved in Wildflower.
- Noted that people will be forewarned as to the noise and light restrictions in the area.

260 Commissioner Chapman

- Reiterated its exchanging multi-family for smaller single-family lots. Bruce Baird noted they tried to do that as mandated by City Council. There are a lot of grading decisions that need to be made soon.
- Concern with roads and busses. City Engineer Gordon Miner noted that City allows streets can be more than 10% grade, true busses will not service that steep and the bus stops would be below those roads.
- Feels removal of apartments is a good thing.
- Any hesitancy on his vote is based around the redlines and conditions needed.

270 Commissioner Anderson

- Echoed that there were a lot of redlines.
- Concern with traffic study and timing with Mountain View Corridor. Nate Shipp noted the intersection of Mountain View Corridor and Wildflower Blvd. is based on projections of future connections to that road and current design by UDOT. They have communicated to UDOT that they need to re-evaluate their plans. The timing of Mountain View Corridor is based on need and use.
- Received clarification from applicant on phasing plans.

280 Commissioner Cunningham

- Realizes there are many redlines but also is aware that this needs to move along to City Council so the project can move forward.

Motion made by Commissioner Cunningham that the Planning Commission forward a positive recommendation to the City Council for the Wildflower Community Plan Amendment, located at approximately Harvest Hills Boulevard and Mountain View Corridor, based on the findings and conditions in the staff report. Seconded by Commissioner Kilgore. Aye: Bryce Anderson, Christopher Carn, Troy Cunningham, Ken Kilgore, Sandra Steele. Nay: Bryan Chapman. Motion passed 5-1.

9. **Public Hearing: General Plan amendment and Rezone from medium and low density residential to Planned Community for The Springs, located west of Wildflower, Nate Shipp, DAI, applicant.** Senior Planner Tippe Morlan included the presentation with the previous item.

290

Public Hearing Open by Vice Chair Bryan Chapman Receiving no public comments, the Public Hearing was Closed by Vice Chair Bryan Chapman

Commissioner Carn

295

- Asked if the change in zone does not include change in density. Senior Planner Tippe Morlan advised it allows Community Plan to be the master regulation over this area. It is not increasing any density in this area.

300

Motion made by Commissioner Anderson that the Planning Commission forward a positive recommendation to the City Council for the General Plan Amendment and Rezone of the Springs property from Medium Density Residential and Low Density Residential to Planned Community, as identified in Exhibits B and C, with the Findings and Conditions in the staff report. Seconded by Commissioner Cunningham. Aye: Bryce Anderson, Christopher Carn, Bryan Chapman, Troy Cunningham, Ken Kilgore. Nay: Sandra Steele. Motion passed 5-1.

305

10. **Public Hearing: Title 19 Code Amendments, various sections, City Initiated.**

Planning Director Dave Stroud presented the item. Amendments are needed to provide clarity and effectiveness, to remove inconsistencies and typos, and incorporate best practices. Amendments are proposed in: 19.02.02 Definitions; 19.04.11. Permitted and Conditional Uses, Non-Residential and Mixed Use Zones; 19.09.10 required minimum parking; 19.04.08. Permitted and Conditional Uses, Agricultural & Residential Zones; 19.04.13 Mixed Residential Zone; 19.16.07. Architectural Design Standards, Non-Residential; 19.18 Signs; and 19.26.06. Guiding Standards of Community Plans.

310

Noted a comment received from a developer that 1 per 1000 warehouse parking may be more suitable.

315

Noted a comment from a developer that would like the term “substantially” used when verifying compliance with the Neighborhood Plan.

Shared an email public comment to commissioners in favor of spandrel glazing from Alpine Pediatrics. Staff suggested to reduce it to 35% for uses without retail or medical uses.

320

Planning Director Dave Stroud noted that he looked at a few examples of Office/Warehouse flex and developers feel that 50% for retail or office is unreasonable. Lehi felt it didn't work in their code. Economic Development Director David Johnson added further clarification on Office, Warehouse/Flex. They looked at Lehi who had created 3 types of commercial zones, regional, heavy (which compares to what we are trying to create with this), and just commercial (or light) which is where 50% comes in. His recommendation is to not put a required parameter on it, so it's not limited. Feedback is that no one wants to make a 50% office/warehouse, there is no market. He referenced Blender Bottle in Lehi which has about 5% office space.

325

Public Hearing Open by Vice Chair Bryan Chapman

330

Krisel Travis, D.R. Horton, noted as the only active Neighborhood Plan in the community her suggestion is the “substantial” a wording which is used in the industry regularly. If lotting and density both comply then it can be used to staffs benefit to make the approvals. In conformance is concrete and not flexible.

335

Gordon Jacobson, Colliers Real Estate, suggested that the amount of office in a warehouse depends on the use. It's mainly self-regulating. Higher office use requires more parking. Generally there is no more than 20% office. If it needed more it would go to an office oriented development. Any more limits the type of business that could come in. he commented this zone would be good addition to the City.

340

Jared Hunt, Colliers Real Estate, noted other things to consider with office density, in order to comply with ADA code you have to put in an elevator if you have double stacked office. What you find with that environment is it limits office buildout because they don't want to stack office and incur more cost. Also more windows would be needed. Offices don't generally go more than 20' deep from storefront glass. It's a nature of the market and what customers who are looking for those types of products are willing to accept before they look elsewhere. He noted the area around Blender Bottle he has been involved in and even though there are a variety of uses they tend to even themselves out. Another component that causes developers to stop a project is the number of conditional uses vs. permitted. They encourage the City to

345



AMENDED AND
RESTATED
COMMUNITY PLAN

FOR THE WILDFLOWER
MASTER-PLANNED COMMUNITY

March 5, 2020

DRAFT



WILDFLOWER

AT SARATOGA SPRINGS

A **DAI** Community



COMMUNITY PLAN

Prepared By

DAI

LEI Engineers & Surveyors

Landmark Design

Hales Engineering

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Off-Leash Dog Park and Trails	A3-12
Landscape Areas G	A3-13
3a Open Space and Entry Landscape	A3-14
3a North Parking Lot	A3-19
Springs South Park	A3-20
Springs South Open Space	A3-21
Tanuki North Park and Detention	A3-22
Tanuki North Open Space	A3-23
Springs West Open Space	A3-24
Plat C-1 Detention	A3-25
Detention Basin A	A3-26
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Tanuki Secondary Water Pond	A3-28
Tanuki Middle Open Space	A3-29
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Collins South Open Space	A3-31



Project Introduction

Why an Amended and Restated Community Plan is Needed

The Springs was never a Planned Community

~~Individual Community Plans for Wildflower and The Springs were originally prepared by two separate groups. Wildflower purchased The Springs and is now combining the two Community Plans into one.~~ Two master-planned communities, The Springs and Wildflower—encompassing 1,202 acres, 3,238 ERUs, 158 acres of future commercial, and 312 acres of open space (including type 4 residential area open space)—are being combined under one comprehensive master plan. With the continuity of one plan, master infrastructure and utilities are shared, which reduce long-term costs to the City and the Residents. Combining Wildflower and The Springs ~~Community Plans~~ will also improve the design of both projects, provide economies of scale for improvements, eliminate redundant utilities and infrastructure, create a synergistic open space plan, and eliminate entity confusion. As an added bonus, the combined design of parks, trails, and open space under this new plan helps establish Wildflower as Utah’s first Active Family Community.

About Wildflower

The Wildflower community consists of approximately 1,202 acres and is located in northern Saratoga Springs, Utah. It is anticipated that the overall community will consist of 3,238 housing units, and it will consist of a mixture of residential types as defined by the four types (1, 2, 3, and 4) listed in this community plan. Wildflower will now combine open space and amenities with designs that allow for the first “Active Family” community in Utah.

As Utah’s first official Active Family Community™, Wildflower appeals to a wide range of buyers with varied price points. The focus is to provide a variety of outdoor recreational opportunities for families through a network of parks, trails, and open space. Programmed community events and activities will make it easy to engage family and friends to spend quality time together. There will also be plenty of opportunities to participate in sports such as pickleball, basketball, and soccer. With more family time, more fitness, and definitely more fun, there’s more to love at Wildflower. The parks will be developed in multiple phases and buildout timing will be based on growth and demand.

The theme for this community is based around Wildflowers. The local, indigenous flowers symbolize the integrity of the area—uncultivated and untouched. In the spirit of the Wildflower and all it represents, the project aims to maintain the natural beauty of the site and restore some of the natural topography, with amenities thoughtfully designed to integrate into the terrain. Throughout the community, the Wildflower theme is reinforced by incorporating native wildflower seed mixes into the landscaped areas around the parks, trails, and entrance nodes. In addition to the native areas, more formal types of landscaping will be interspersed within the project to create distinctive spaces and park areas.



Challenges

One of the unique challenges with the development of Wildflower is the location and inherent impact of Mountain View Corridor (MVC), which bisects the project. Because of this, only low-impact residential uses have been designed east of MVC, which is adjacent to the existing Harvest Hills neighborhood. Higher density residential and commercial uses have been allocated to the west and south end of the development where connecting roadways will provide easy access. On the west side of the project, almost two-hundred acres have been set aside as a business park for the purpose of job creation. The property furthest west will extend the community up the valley, creating a unique blend of connectivity and active lifestyle amenities.

Wildflower consists of building on very unique hillside topography. Overall, the project has been designed to have minimal impact on the mountain, while improving access to the area with a combination of pedestrian and cycling trails. ~~In order to accomplish this, specific engineering standards have been created for this project.~~

Another unique challenge has been planning the community next to a military installation. A large portion of Wildflower is adjacent to Camp Williams.

Density and Open Space

The Wildflower Community Plan is vested with 3,238 ERUs (Springs ERUs 1,770 and Wildflower ERUs 1,468) over approximately 1,202 acres for an average gross density of 2.69 ERUs per acre. Excluding the commercial land and Mountain View Corridor area, the density for residential ground has been calculated at 3.7 ERUs per acre (Total ERUs / Total Net Residential Area. See *Open Space Tabulation Exhibit* on Page 4-05). There are 312.38 total acres of open space, including Mountain View Corridor allotment, bringing the total percentage of open space to 35.56%. Wildflower was allowed to transfer ERUs from the Mountain View Corridor area to the west and increase the density in order to allow MVC to bisect the area and take property.

Findings Statement

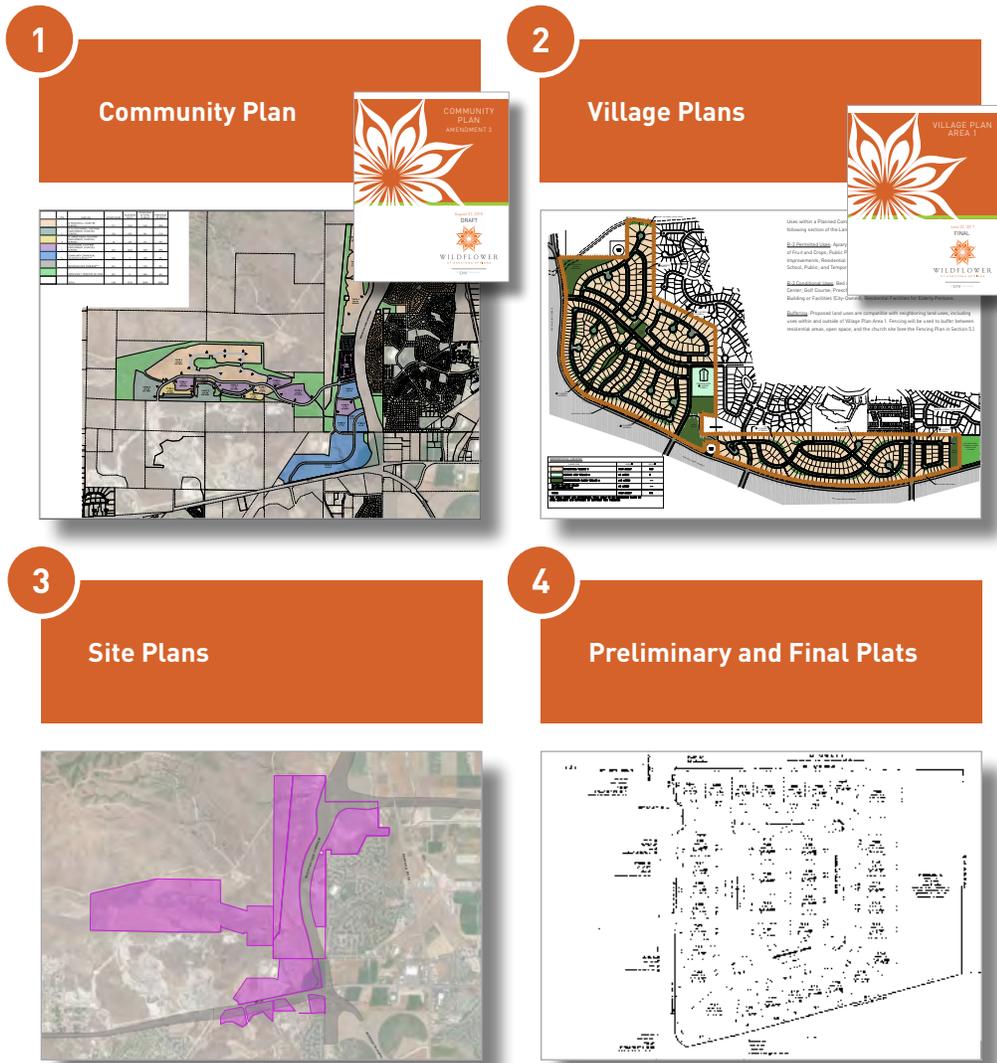
1. Wildflower is consistent with goals, objectives, and policies of the City's General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection.
2. Wildflower Community Plan is a combination of ~~two previously approved and recorded community plans~~, Wildflower and The Springs.
3. Wildflower does not exceed the number of equivalent residential units and square footage of nonresidential uses of the City's General Plan.
4. Wildflower contains sufficient standards to guide the creation of innovative design that responds to unique conditions. The entire project caters to the Mountain View Corridor and reserving property to encourage job creation.
5. Wildflower is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties.



6. Wildflower includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation. See Utility and Roadway exhibits.
7. Wildflower is consistent with the guiding standards listed in ***The City's Vested Laws*** unless otherwise outlined in the appendix.
8. Wildflower contains the required elements as dictated in ***The City's Vested Laws*** unless otherwise outlined in the appendix.
9. All exhibits illustrate the intended goals for the Wildflower Community Plan.



The Submittal Process



Planned Community Zone

The Planned Community Zone establishes a process to enable the developer and the City to plan for future development while allowing the flexibility to respond to changes in the market over long build-out periods. The goal is to provide a project with unique identity and character, establish an innovative integration of uses, and preserve open space. In order to provide innovative design patterns, a variety of development and use standards needs to be established. In large developments, the PC zone allows greater flexibility compared to traditional zoning.



Community Plan

The Wildflower Community Plan provides a structure that determines the size, scope, intensity, and character of subsequent Village Plans. The Wildflower Community Plan addresses the following elements consistent with the Guiding Standards found in *The City's Vested Laws* that has been adopted by ordinance. Any standard set forth in the Wildflower Community Plan will override any Village Plan dependencies.

1. Development types and intensity
2. Equivalent residential unit (ERU) transfers
3. Development standards
4. Open space requirements

The Community Plan addresses the following elements pertaining to the overall development of the project:

1. Property legal description and vicinity plan
2. Land use map
3. Build-out allocations
4. Open space plan
5. Guiding principles
 - » Community and business identifiers
 - » Landscape concepts
 - » Residential and commercial development standards
6. Description of current and future utility capacities
7. Conceptual plans
 - » Mass grading plan
 - » Natural resources inventory
 - » Open space management plan
 - » Fire protection plan
8. Additional elements submitted in conjunction with the community plan
 - » Geological reports
 - » Environmental site assessment
 - » Traffic study



Village Plan

A Village Plan is a preliminary approval prior to subdivision or site plan approval and is intended to commit detailed standards to assure compliance with the Guiding Principles and intent of the Community Plan and to further commit land uses, supporting infrastructure, and design principles to individual phases or sub-areas of a Community Plan. Refer to the *Village Plan Phasing Exhibit* on page 2-05. Multiple Village Plans may be submitted concurrently and may be submitted out of order.

Site Plans

Site Plans pertain to developments which contain multi-family or commercial development. Site Plans may be approved administratively by staff when lotting plans, landscape plans, and building elevations are provided with the Village Plan submittal.

Preliminary and Final Plats

Preliminary and Final Plats pertain to individual lots and establish building placement, form, materials, sitework, landscaping, and other elements required for permitting. Preliminary and Final Plats may be approved administratively by staff when it follows an approved lotting plan provided with the Village Plan submittal.



01 Legal Descriptions

Legal Descriptions

Parcel #1-Residential Area East of Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}11'02''W$ along the Quarter Section Line 3688.23 feet; thence $N89^{\circ}48'58''W$ 491.89 feet; thence $N15^{\circ}21'47''W$ 459.85 feet; thence along the arc of a 4440.00 foot radius curve to the right 2668.32 feet through a central angle of $34^{\circ}26'00''$ (chord: $N1^{\circ}51'13''E$ 2628.34 feet); thence $N19^{\circ}04'13''E$ 684.52 feet to the southerly line of that real property described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder; thence along said real property the following six (6) courses: $S18^{\circ}26'38''E$ 1.65 feet; thence $S25^{\circ}22'31''E$ 60.27 feet; thence $N89^{\circ}45'50''E$ 164.03 feet; thence $N0^{\circ}02'37''E$ 198.17 feet; thence $S89^{\circ}57'58''W$ 121.39 feet; thence $S64^{\circ}33'09''W$ 20.59 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: along the arc of a 3000.00 foot radius non-tangent curve to the right (radius bears: $S67^{\circ}52'05''E$) 409.38 feet through a central angle of $7^{\circ}49'07''$ (chord: $N26^{\circ}02'28''E$ 409.06 feet); thence along the arc of a 8140.00 foot radius curve to the left 1433.58 feet through a central angle of $10^{\circ}05'27''$ (chord: $N24^{\circ}54'18''E$ 1431.73 feet); thence along the arc of a 750.00 foot radius curve to the right 974.95 feet through a central angle of $74^{\circ}28'49''$ (chord: $N57^{\circ}06'00''E$ 907.74 feet); thence $S85^{\circ}39'35''E$ 665.49 feet; thence along the arc of a 1500.00 foot radius curve to the left 438.11 feet through a central angle of $16^{\circ}44'05''$ (chord: $N85^{\circ}58'22''E$ 436.56 feet); thence $N77^{\circ}36'20''E$ 298.85 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}05'10''E$ along the Section Line 1023.87 feet; thence $N89^{\circ}51'58''E$ 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: $S16^{\circ}33'17''E$ 43.07 feet; thence $S9^{\circ}58'30''E$ 53.91 feet; thence $S6^{\circ}37'28''W$ 103.89 feet; thence $S9^{\circ}27'03''W$ 107.43 feet; thence $S8^{\circ}32'21''W$ 53.31 feet; thence $S6^{\circ}29'17''W$ 48.17 feet; thence $N89^{\circ}58'51''W$ 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence $S26^{\circ}33'37''W$ along the westerly line of Plats "W & R/S", Harvest Hills Subdivisions 1040.70 feet; thence $S89^{\circ}36'29''W$ along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence $N9^{\circ}35'01''E$ 216.50 feet; thence West 315.47 feet; thence $S3^{\circ}19'17''E$ 215.67 feet to the point of beginning.

Contains: ± 168.69 Acres

Parcel #2-Residential Area West of Mountain View Corridor

A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $N0^{\circ}20'24''E$ along the Section Line 928.72 feet; thence $N33^{\circ}57'04''E$ 556.57 feet; thence $N5^{\circ}03'04''E$ 230.08 feet; thence $S69^{\circ}16'00''E$ 15.42 feet; thence $N20^{\circ}44'00''E$ 10.00 feet; thence $N69^{\circ}16'00''W$ 18.23 feet; thence $N5^{\circ}03'04''E$ 7709.11 feet; thence $N89^{\circ}52'43''E$ 1644.05 feet; thence $S0^{\circ}17'28''W$ 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a



1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00 foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.17 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by the City of Saratoga Springs as described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder.

Contains: ±0.92 Acres

Net Area of Parcel #2 Contains: ±273.25 Acres

Parcel #3-The Springs

A portion of Sections 8 and 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the East 1/4 Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°20'24"W along the section line 1993.85 feet to a BLM aluminum pipe and cap monument marking the southeast corner of the north half of the southeast quarter of the southeast quarter of said Section 9; thence N89°59'41"W along the south line of said north half 1328.72 feet to a BLM aluminum pipe and cap monument marking the southwest corner of said north half; thence N0°06'28"W along the west line of said north half 670.03 feet to the southeast corner of the northwest quarter of the southeast quarter of said Section 9; thence N89°45'47"W along the south line of said northwest quarter 160.09 feet to the intersection with the east line of Belle Spring Mine No. 1 as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002; thence along the boundary of Belle Spring Mine No. 1 the following three (3) courses: S0°17'40"W 82.66 feet to Corner No. 3 of Belle Spring Mine No. 1 (not monumented); thence N73°21'20"W 1211.23 feet to a BLM aluminum pipe and cap monument marking Corner No. 2 of Belle Spring Mine No. 1; thence N0°17'40"E 100.52 feet to Corner No. 3 of Belle Spring No. 6 (monument not found); thence N73°21'20"W 17.98 feet to the intersection with the Quarter Section Line; thence S0°33'34"E along the Quarter Section Line 365.10 feet to a BLM aluminum pipe and cap monument marking the Center South 1/16 Corner of said Section 9; thence N89°36'37"W along the south line of the north half of the southwest quarter of said Section 9, (defined in Deed Entry No. 43758:2011 in the official records of the Utah County Recorder)



2634.36 feet to the southeast corner of the north half of the southeast quarter of Section 8, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N88°46'35"W along said south line (defined in Deed Entry No. 28603:2015 in the official records of the Utah County Recorder) 2674.42 feet to the southeast corner of the northeast quarter of the southwest quarter of said Section 8; thence N88°45'57"W along the south line of said northeast quarter (defined in Deed Entry No. 28603:2015 in the official records of the Utah County Recorder) 1335.65 feet to the southwest corner of the northeast quarter of the southwest quarter of said Section 8; thence N0°47'51"E along the west line of said northeast quarter 1339.46 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the northeast quarter of the southwest quarter of said Section 8; thence N0°20'25"E along the west line of the southeast quarter of the northwest quarter of said Section 518.47 feet to a BLM aluminum pipe and cap monument marking the intersection with the south line of that real property owned by the United States of America as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002 (said real property is purported to be that real property described Deed Entry No. 178437:2007 in the official records of the Utah County Recorder); thence along the south line of that real property the following three (3) courses: N76°58'20"E 2259.24 feet to a BLM aluminum pipe and cap monument; thence N79°06'11"E 896.49 feet to a BLM aluminum pipe and cap monument; thence N75°14'36"E 302.99 feet to a BLM aluminum pipe and cap monument marking the intersection with the north line of the southeast quarter of the northeast quarter of said Section 8; thence S89°09'23"E along said north line 634.92 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the south half of the northwest quarter of said Section 9; thence S88°33'27"E along the north line of said south half 2587.47 feet to a BLM aluminum pipe and cap monument marking the northeast corner of the south half of the northwest quarter of said Section 9; thence S0°34'00"E along the quarter section line 1154.58 feet to a BLM aluminum pipe and cap monument marking to the intersection with the north line of Belle Spring Claim No. 4 as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002; thence S73°21'20"E along the north line of said claim 501.14 feet to a BLM aluminum pipe and cap monument marking the intersection with the quarter section line; thence S73°21'20"E 104.97 feet to a BLM aluminum pipe and cap monument marking Corner No. 2 of Belle Spring Mine No. 5; thence S73°21'20"E 799.24 feet to the intersection of the north line of Belle Spring Mine No. 5 and the east line of the northwest quarter of the southeast quarter of said Section 9; thence N0°06'28"W along said east line 248.56 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the northeast quarter of the southeast quarter of said Section 9; thence S89°18'02"E along the quarter section line 1344.44 feet to the point of beginning.

Contains: ±473.78 Acres

Parcel #4-Collins South, North of Hwy 73

A portion of Sections 15 and 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S89°52'02"E along the Section Line 335.82 feet from the Northwest Corner of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°52'02"E along the Section Line 1917.75 feet to the westerly right-of-way line of that Utah Department of Transportation project described in Deed Entry No. 73384:2011 in the official records of the Utah County Recorder; thence along said right-of-way line the following two (2) courses: southeasterly along the arc of a 9847.77 foot radius non-tangent curve to the right (radius bears: S77°12'23"W) 797.51 feet through a central



angle of 4°38'24" (chord: S10°28'25"E 797.29 feet); thence S7°43'59"E 674.43 feet to the north line of that real property described in Deed Entry No. 21976:2010 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: S78°20'40"W 376.37 feet; thence S78°40'44"W 220.46 feet; thence S11°47'40"E 4.41 feet to the north right-of-way line of Highway 73 according to the official right-of-way maps thereof; thence S78°12'05"W along said right-of-way line 3743.84 feet to the east line of that real property described in Deed Entry No. 62164:2006 in the official records of the Utah County Recorder (defined on the record of survey No. 16-084); thence along said real property the following two (2) courses: N11°37'02"W 161.64 feet; thence N56°36'44"W 287.21 feet to the easterly line of that real property described in Deed Entry No. 3081:1970 which line is defined by that survey described in Deed Entry No. 78520:2002 in the official records of the Utah County Recorder; thence N33°57'47"E along said easterly line 1240.27 feet; thence along the extension of and that real property described in Deed Entry No. 115645:2009 and Entry No. 30217:2014 in the official records of the Utah County Recorder the following three (3) courses: N89°46'14"E 1332.78 feet; thence S72°20'32"E 258.56 feet; thence N5°04'59"E 1078.18 feet to the point of beginning.

Contains: ±133.46 Acres

Parcel #9-Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half and Northwest Corner of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°11'02"W along the Quarter Section Line 3688.22 feet from the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°11'02"W along the Quarter Section Line 1630.93 feet to the South 1/4 Corner of said Section 10; thence N89°52'02"W along the Section Line 656.16 feet to the westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following seventeen (17) courses: northwesterly along the arc of a 1800.00 foot radius non-tangent curve to the left (radius bears: S85°54'35"W) 268.03 feet through a central angle of 8°31'54" (chord: N8°21'22"W 267.78 feet); thence N12°37'19"W 764.34 feet; thence N14°45'41"W 361.44 feet; thence along the arc of a 3400.00 foot radius curve to the left 353.95 feet through a central angle of 5°57'53" (chord: N17°44'37"W 353.79 feet); thence along the arc of a 2074.50 foot radius curve to the right 426.55 feet through a central angle of 11°46'52" (chord: N14°50'08"W 425.80 feet); thence N8°56'42"W 494.69 feet; thence along the arc of a 5312.50 foot radius curve to the right 1686.05 feet through a central angle of 18°11'03" (chord: N0°08'50"E 1678.98 feet); thence N9°14'21"E 197.23 feet; thence along the arc of a 4000.00 foot radius curve to the right 1453.26 feet through a central angle of 20°48'59" (chord: N19°38'51"E 1445.28 feet); thence N30°03'20"E 320.30 feet; thence along the arc of a 1085.00 foot radius curve to the left 643.69 feet through a central angle of 33°59'29" (chord: N13°03'36"E 634.29 feet); thence N3°56'09"W 560.76 feet; thence along the arc of a 1229.50 foot radius curve to the right 452.55 feet through a central angle of 21°05'21" (chord: N6°36'32"E 450.00 feet); thence N17°09'12"E 330.78 feet; thence N15°24'52"E 391.36 feet; thence N19°43'22"E 600.87 feet; thence along the arc of a 1000.00 foot radius curve to the right 21.43 feet through a central angle of 1°13'41" (chord: N20°20'12"E 21.43 feet); thence S0°17'28"W 1029.41 feet to the east-west Quarter Section Line; thence N89°53'51"E along the Quarter Section Line 2688.30 feet to the East 1/4 Corner of said Section 3; thence S0°05'10"E along the Section Line 302.52 feet to the easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following sixteen (16) courses: S77°36'20"W 298.85 feet; thence along the arc of a 1500.00 foot radius curve to the right 438.11 feet through a central angle of 16°44'05"



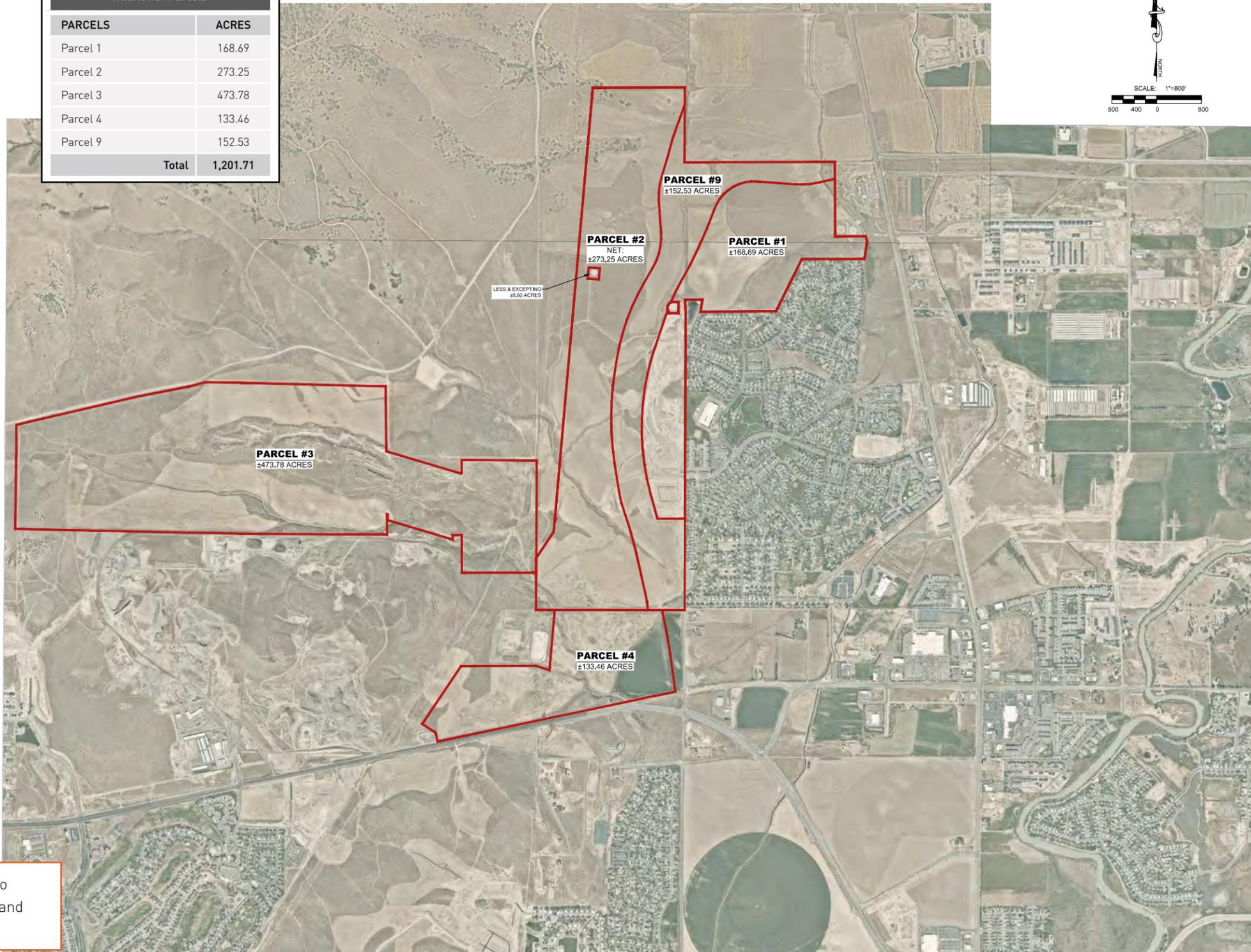
(chord: S85°58'23"W 436.56 feet); thence N85°39'35"W 665.48 feet; thence along the arc of a 750.00 foot radius curve to the left 974.95 feet through a central angle of 74°28'49" (chord: S57°06'00"W 907.74 feet); thence along the arc of a 8140.00 foot radius curve to the right 1433.58 feet through a central angle of 10°05'27" (chord: S24°54'18"W 1431.73 feet); thence along the arc of a 3000.00 foot radius curve to the left 409.38 feet through a central angle of 7°49'07" (chord: S26°02'28"W 409.06 feet); thence S57°47'12"W 19.57 feet; thence S48°30'04"W 19.49 feet; thence S37°28'54"W 20.32 feet; thence S24°08'37"W 30.20 feet; thence S9°30'34"W 20.23 feet; thence S5°22'50"E 29.35 feet; thence S18°26'38"E 18.67 feet; thence S19°04'13"W 684.52 feet; thence along the arc of a 4440.00 foot radius curve to the left 2668.32 feet through a central angle of 34°26'00" (chord: S1°51'13"W 2628.34 feet); thence S15°21'47"E 459.85 feet; thence S89°48'58"E 491.89 feet to the point of beginning.

Contains: ±152.53 Acres





Wildflower Parcels	
PARCELS	ACRES
Parcel 1	168.69
Parcel 2	273.25
Parcel 3	473.78
Parcel 4	133.46
Parcel 9	152.53
Total	1,201.71



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

LEI
 • A Utah Corporation •
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SURVEYORS
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 Spanish Fork, UT 84660
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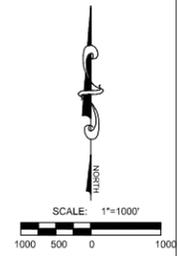
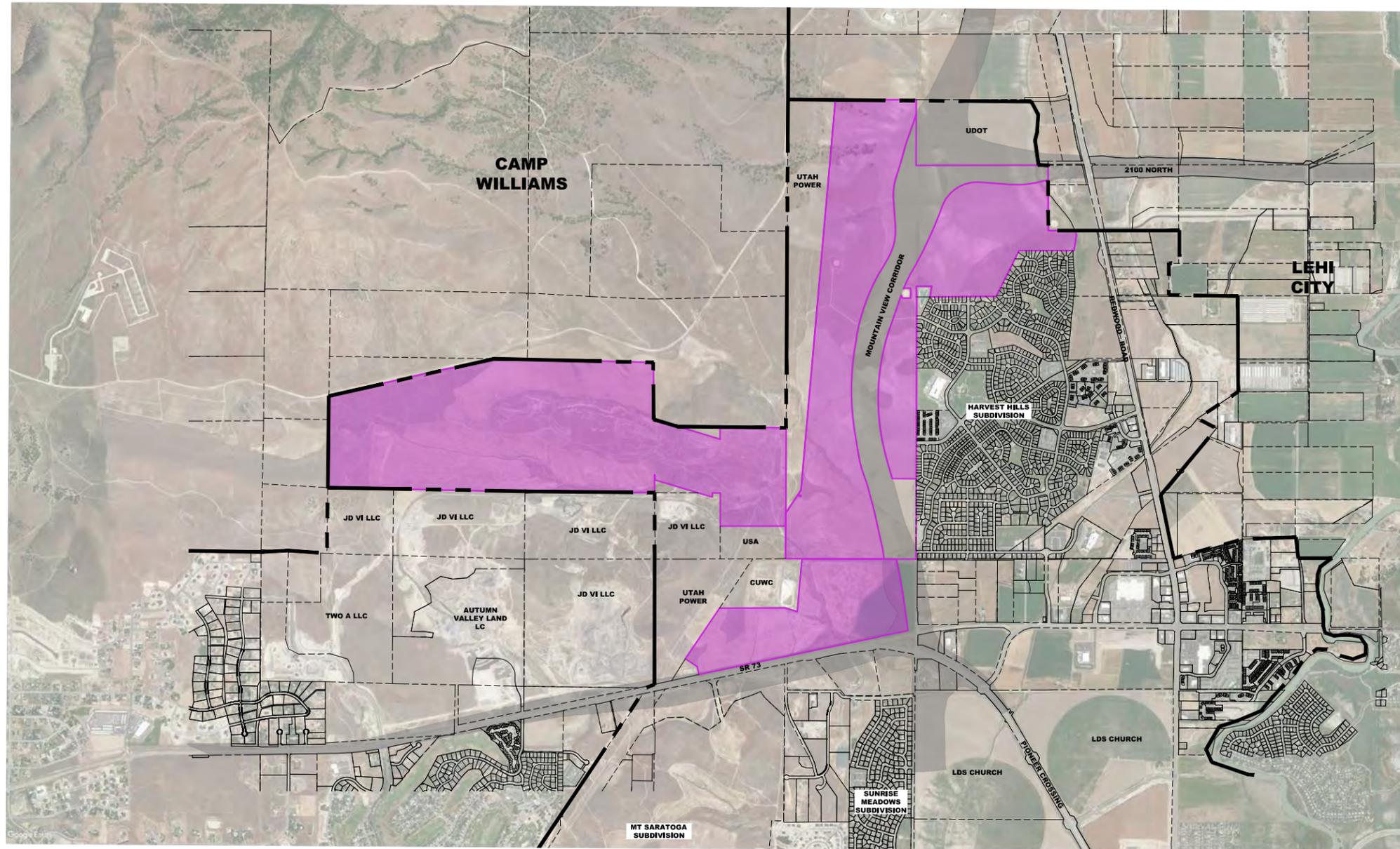
WILDFLOWER
 SARATOGA SPRINGS, UTAH
PARCELS EXHIBIT

REVISIONS
1
2
3
4
5

LEI PROJECT #:
2013-0902
 DRAWN BY:
BLS
 DESIGNED BY:
GDM
 SCALE:
1"=800'
 DATE:
10/8/2019

SHEET
1





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PLANNERS
 3302 N. Main Street
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 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com

WILDFLOWER
 SARATOGA SPRINGS CITY, UTAH
VICINITY MAP

REVISIONS	
1.	
2.	
3.	
4.	
5.	

LEI PROJECT #:
2017-0032
 DRAWN BY:
BDS
 DESIGNED BY:
GDM
 SCALE:
1"=1000'
 DATE:
10/8/2019

1

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





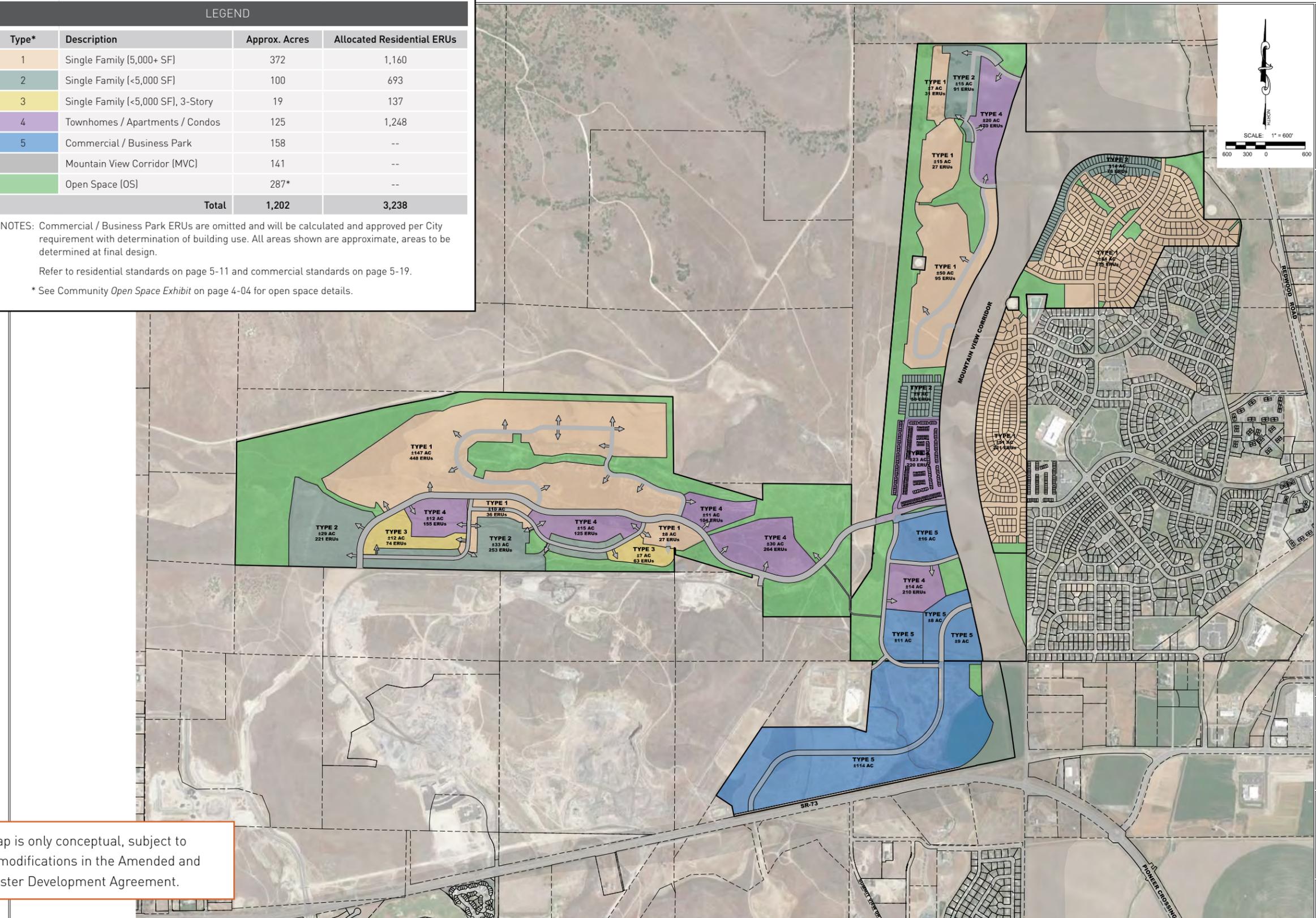
02 Land Use Map Exhibit

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.



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WILDFLOWER
 SARATOGA SPRINGS CITY, UTAH
MASTER PLAN

REVISIONS	
1.	
2.	
3.	
4.	
5.	

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

SHEET
1

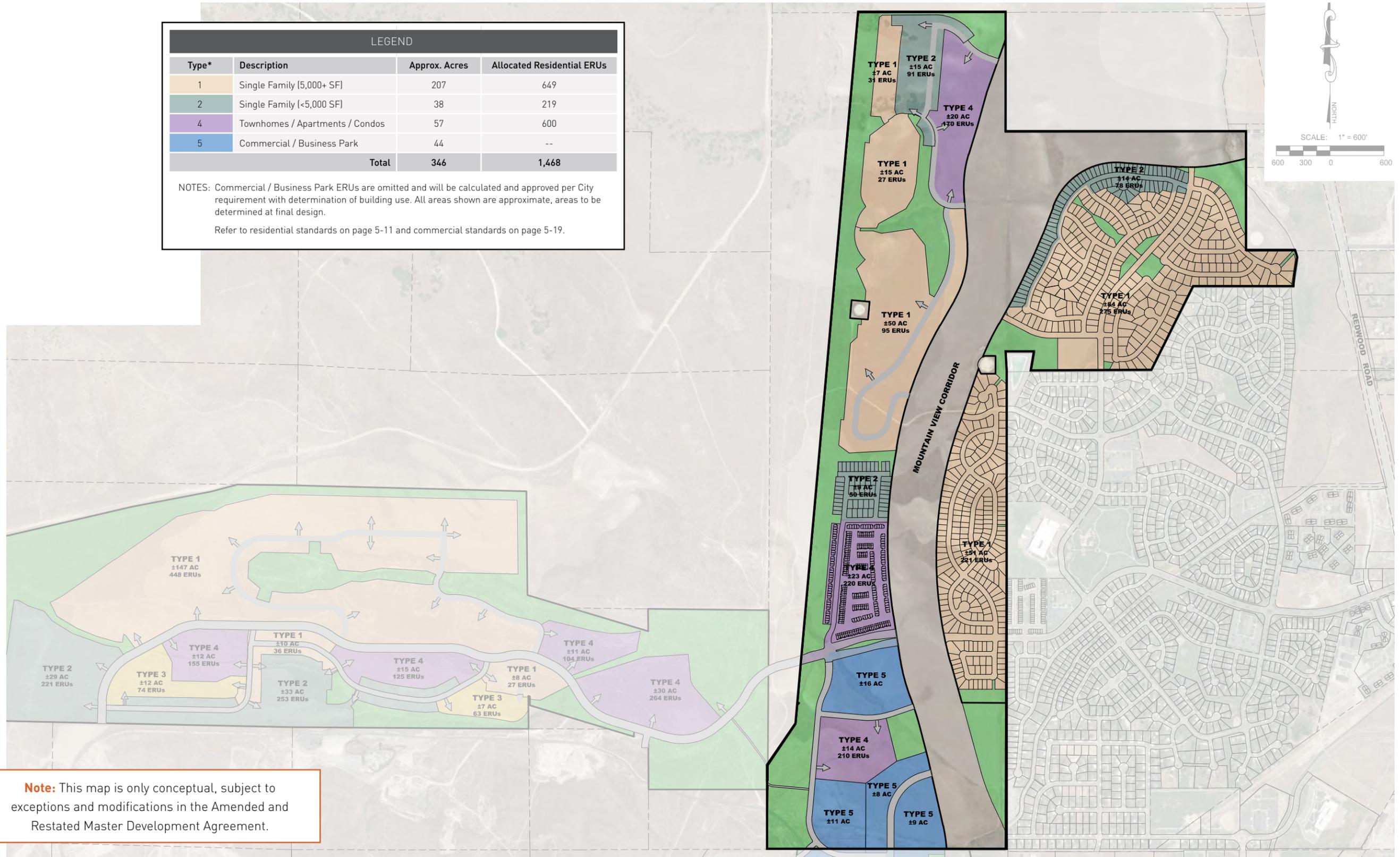
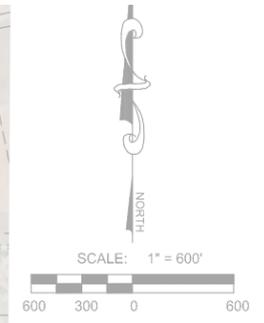




Land Use Map Exhibit—East Side

LEGEND			
Type*	Description	Approx. Acres	Allocated Residential ERUs
1	Single Family (5,000+ SF)	207	649
2	Single Family (<5,000 SF)	38	219
4	Townhomes / Apartments / Condos	57	600
5	Commercial / Business Park	44	--
Total		346	1,468

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.



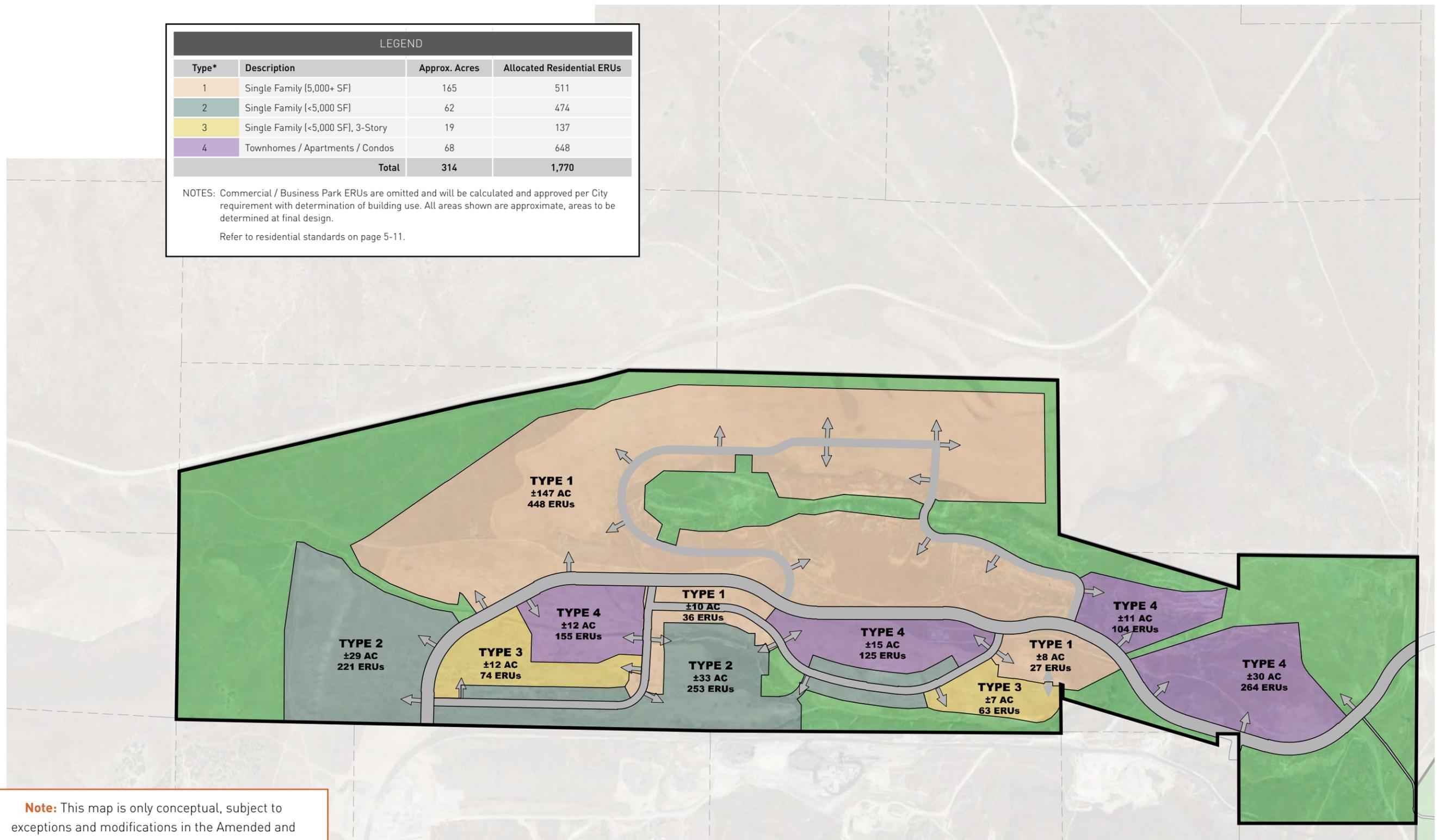
Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.





LEGEND			
Type*	Description	Approx. Acres	Allocated Residential ERUs
1	Single Family (5,000+ SF)	165	511
2	Single Family (<5,000 SF)	62	474
3	Single Family (<5,000 SF), 3-Story	19	137
4	Townhomes / Apartments / Condos	68	648
Total		314	1,770

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.

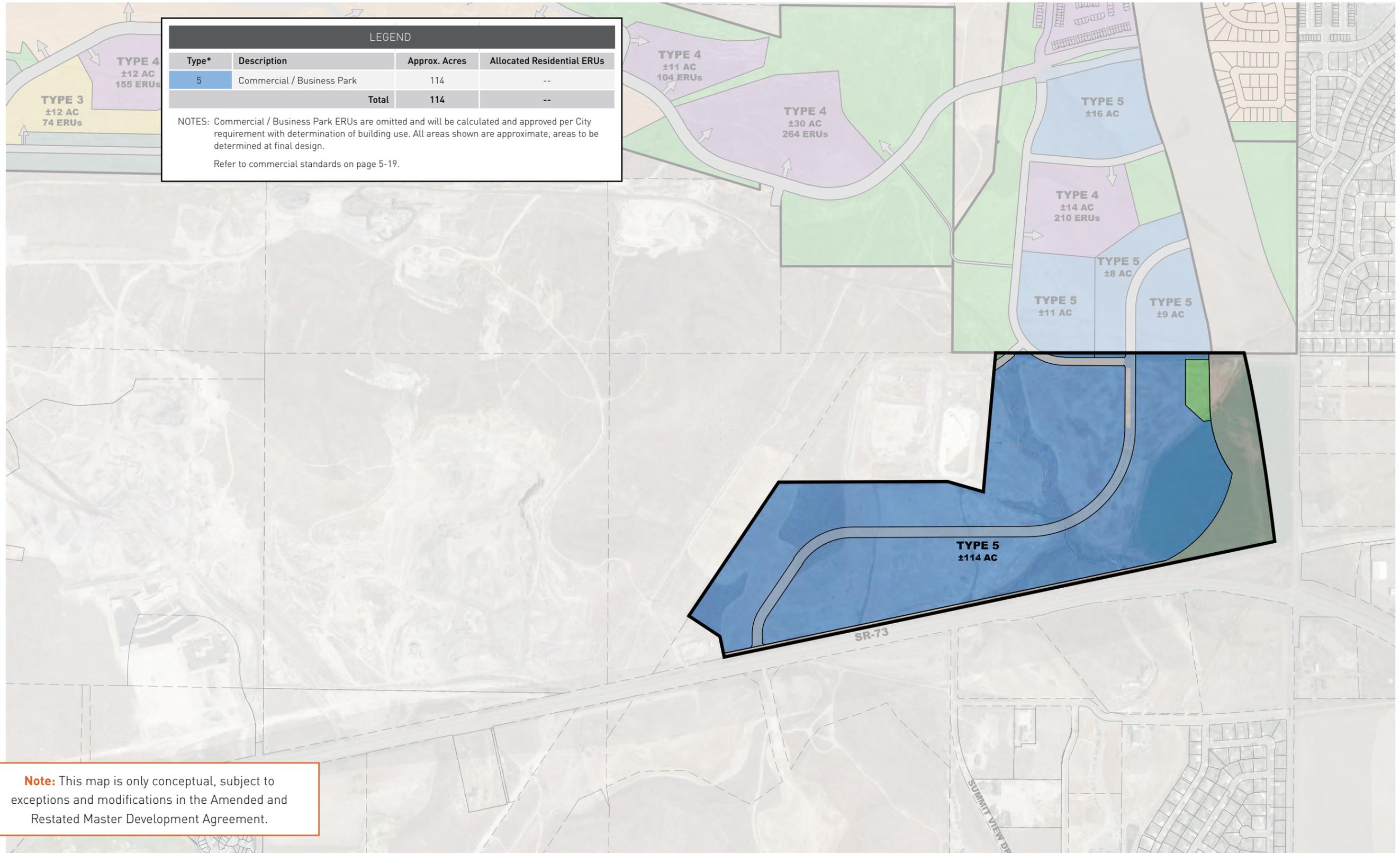


Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.





Land Use Map Exhibit—South Side



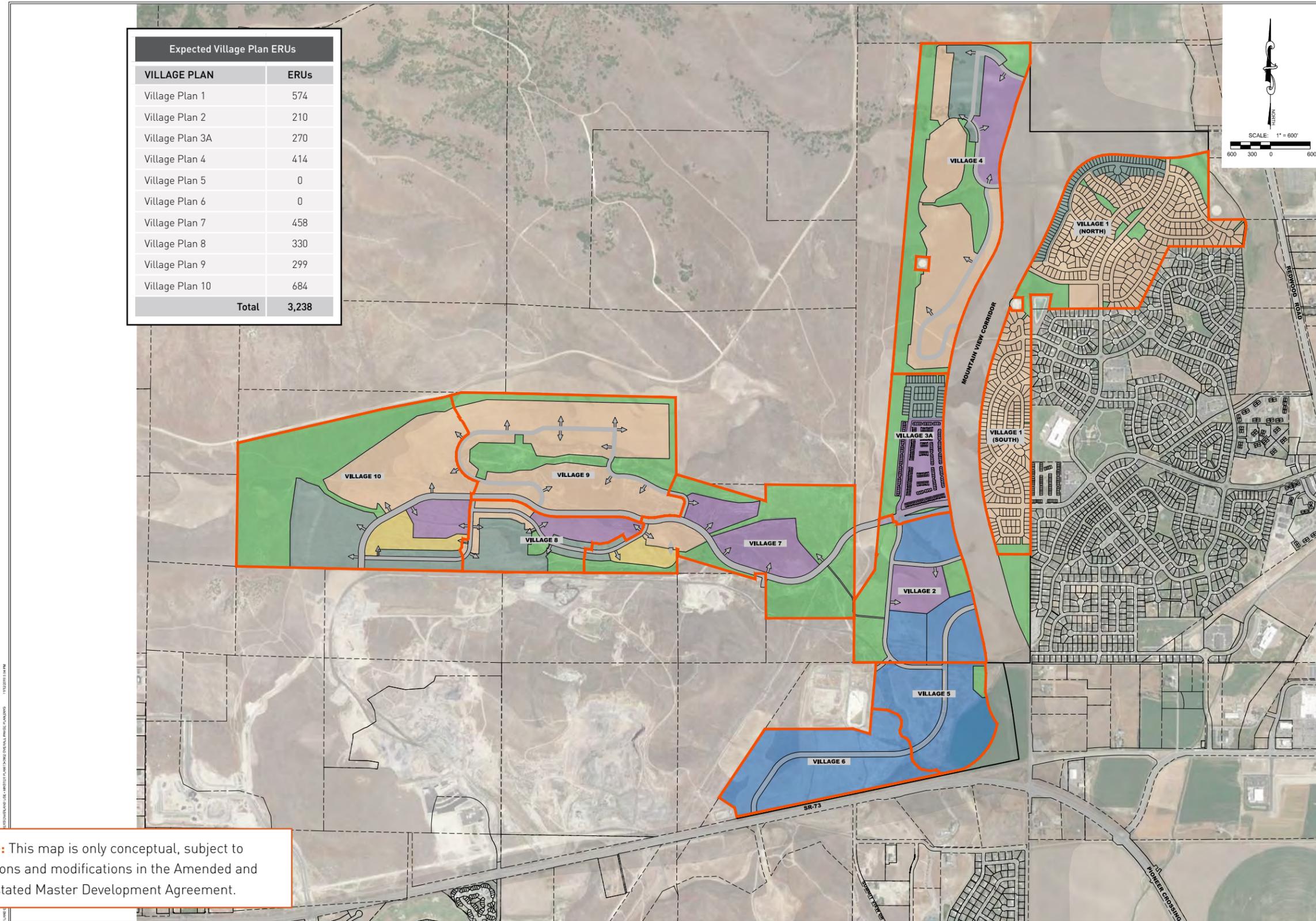
Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.





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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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

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

03 Buildout Allocation

The Wildflower Community Plan allocates single-family and multi-family housing into four different types with a variety of lot sizes which will accommodate a mix of income levels, age ranges, and lifestyles. Housing types will vary based on the location within the community. Lower density single-family types have been designed near the existing neighborhoods of Harvest Hills and in areas where view lots will be available. Higher density housing types are interspersed throughout the community near Mountain View Corridor and in areas where connecting roadways will provide easy access.

Equivalent Residential Unit Transfers (ERUs)

An Equivalent Residential Unit (ERU) is defined by *The City's Vested Laws* as a unit of measurement to evaluate development impacts of proposed residential land uses on public infrastructure including water, sewer, storm drainage, parks, roads, and public safety. Each residential unit is a minimum of one ERU. Since build-out of the Wildflower development will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential ERUs may be transferred within the project as necessary to improve design, accessibility, and marketability. The City acknowledges that the master developer shall have the ability in its reasonable business judgment to transfer ERUs between residential areas within the project upon written notice to the City and delivery to the City of written consent of the property owners of the neighborhoods which are sending and receiving such densities (if different from the master developer), so long as any such transfer adheres to the following standards:

1. The maximum number of ERUs established in the Community Plan for all residential neighborhoods shall not exceed 3,238 as shown in the Land Use Master Plan.
2. Up to 15% of ERUs may be transferred into or out of any residential type or Village Plan.
3. Commercial ERUs to be determined at Village Plan, but will not count against any vested residential ERUs.
4. Any transfer of ERUs into or out of any residential type established in the Community Plan shall not exceed fifteen percent (15%) without approval of the City Council. In no case shall the transfer of ERUs into or out of any land-use designation or district shall exceed twenty-five (25%) of that established in the Community Plan.
5. ERUs may not be transferred from a more intensive neighborhood into a less intensive neighborhood as designated in this Community Plan, specifically, lots located east of the identified Mountain View Corridor and bordering any portion of the Harvest Hills subdivision, if such transfer would result in single-family lots smaller than 4,500 square feet. Single-family lots less than 4,500 square feet are permitted in Type 2 and Type 3 areas as shown on the Land Use Map Exhibits.
6. Density transfers will be finalized at time of Village Plan or through a Village Plan amendment.
7. ERUs may not be transferred into any open space, park, or school unless said use is replaced elsewhere.



04 Open Space Plan

As illustrated in the Density and Open Space section in the Project Introduction, the Wildflower Community Plan will provide a minimum of 30% open space on a cumulative basis across the Community Plan area.

Landscaping Philosophy

The landscaping and open space of the Wildflower Community shall meet the requirements of *Saratoga Springs Municipal Code Section 19.06 and 19.26* respectively. The objective is to preserve and generally enhance the area's natural features as well as character of homes, buildings, streetscapes, trails, and open space areas, to strengthen and frame vistas and provide areas of shade intermittently.

Homeowners' lawn, patio, and garden areas are subject to approval by the Wildflower Design Review Committee (WDRC). Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the area and improve erosion control within the Project.

Landscaping will be in line with *City Code 19.06 and 19.26*. Fully irrigated and landscaped front yards are required before occupancy is allowed, or if occupancy occurs during winter months, by the following June 1st. This includes full irrigation and sod installation of park strips adjacent to or in front of the property. It is required that back yard landscaping is complete within two years from the time Certificate of Occupancy is received. Approval of landscaping plans shall be subject to the Wildflower Home Design Guidelines.

Landscaping may include a combination of lawn, trees, shrubs, mulch, rock or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, annual or perennial flowering plants, or foliage plants, subject to general standards in the Wildflower Home Design Guidelines. The Wildflower Design Review Committee (WDRC) or applicable Homeowners Association will enforce the landscaping requirements.

Open Space Objectives

1. To improve parks and open spaces to meet the recreational needs of residents as per *The City's Vested Laws*.
2. Design a network of private parks and open spaces using a variety of recreation types such as neighborhood parks, community demonstration gardens, greenways, connector trails, and pocket parks.
3. Create a short walking distance to open space/trails network for every home. Locate developed open space venues in areas of high visibility that are conducive to a variety of recreational uses, appropriate for the various areas and conditions.
4. Plan improvements will help meet the goals in the City's Parks, Trails and Open Space Master Plan.



Definition of Open Space

The term *Open Space* within the Wildflower Community Plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet one or more of the following criteria:

1. Includes parks, recreational areas, gateways, trails, buffer areas, berms, view corridors, or other amenities that facilitate the creation of more attractive neighborhoods.
2. Includes entry features and any portion of park strip or landscaped median that exceeds City standards.
3. May include land set aside for a cemetery, as long as additional ERUs are not vested in lieu of this use.
4. Includes improved, native (non-irrigated), and passive areas.
5. Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, un-manicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape ~~could~~ include the restoration of disturbed areas by replacement of topsoil, native seeding by drilling method, and covering with a hydraulically applied wood fiber mulch.

The space may not include the following:

1. Surplus open space located on another lot unless previously approved as part of an overall site plan, development agreement, or plat approval.
2. Lands occupied by residential or commercial buildings, parking areas, and other hard surfaces with no recreational value.
3. Setbacks and spaces between multi-family structures that are no larger than 5,000 square feet, are not part of a community trail system, and are not developed as a recreational or community amenity.

Edge Conditions and Buffers

may not include

A 20' buffer shall be required between residential and commercial areas. This provides a needed transition between land uses. Further details shall be provided at Village Plan. **The buffer may include setbacks and will not be in addition to the setbacks.**

City Code Section 19.26.06.5 states that this buffer area may count toward open space requirements but shall NOT include setbacks.

Park Standards

Clarify that no open space will be City maintained, who maintains park strips that are fronted by homes

All park areas, open space, greenways, and park strips not fronted by homes will be private and maintained by the HOA.

Parks shall be developed for both active and passive recreation activities, taking into consideration the demographic profile of residents. Wildflower open space is thoughtfully designed with interconnecting neighborhood trails, sidewalks, and low-volume residential streets. Benches, shade areas, picnic tables, and neighborhood trail access will be included as park enhancements, where appropriate. Wildflower will exceed the typical standards where possible, and introduce additional amenities like a dog park, off-leash dog trails, and dog wash station for residents to use.

Open space areas presented in the Community Plan are conceptual in nature. Details will be addressed in the



individual Village Plans. Concept plans are included in the appendix. Developer shall be required to improve parks and open space as per "The Open Space Agreement". Examples of the various types of parks and open space in Wildflower are following:

There is no current "Open Space Agreement" - please update this language and summarize the open space management plan.

1. **Entrance Nodes**—Formal nodes serve as entrances into the community and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage.
2. **Pocket Parks**—These small parks allow for people to gather, relax and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders and lawn berms. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.
3. **Neighborhood Parks**—These larger parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for the community's residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents.
4. **Greenways**—Greenways are linear open spaces with passive and sometimes active recreational elements. They may be designed around or integrated within natural open space, or they may take the form of linear developed parks. Greenways often serve as trail corridors, connecting key open spaces and providing critical connections from neighborhoods to larger parks and open space.
5. **Connector Trails**—Connector trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and open space network. See Typical Trail Section Exhibit in section 4.
6. **Demonstration Community Gardens**—Demonstration gardens are individual planting beds that feature collections like a pollinator garden, kitchen/herb garden, sensory garden, waterwise garden, succulent garden, woodland garden, etc. Demonstration gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc.

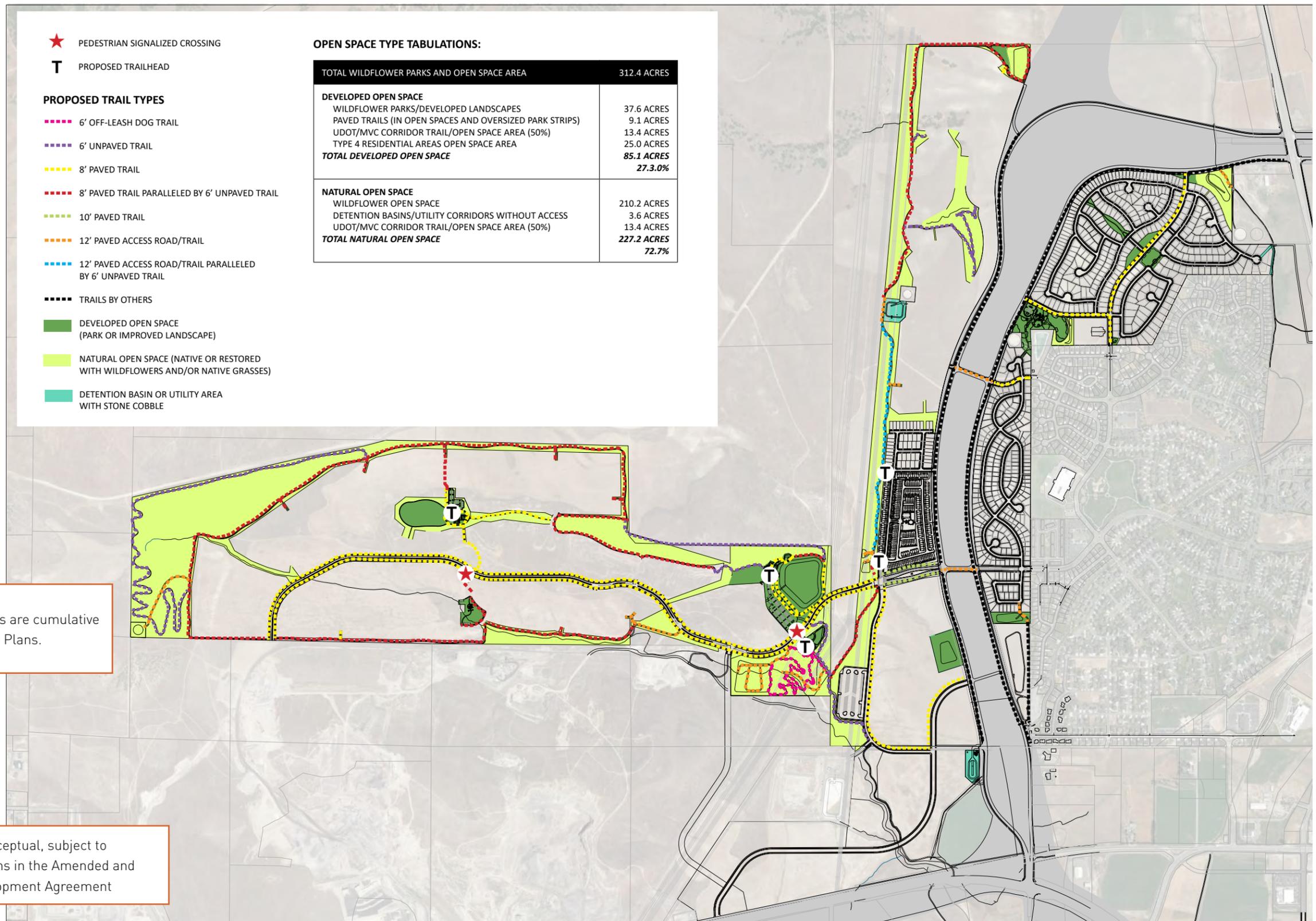
On the *Community Amenity Exhibit* found on page 4-09, open space areas are labeled with one of the six types described above. Additional details and descriptions will be determined at Village Plan.

Phasing and Improvement of Open Space

Please reference the "Open Space Agreement" section of the Amended and Restated Master Developer's Agreement.

Please summarize the open space management plan here.





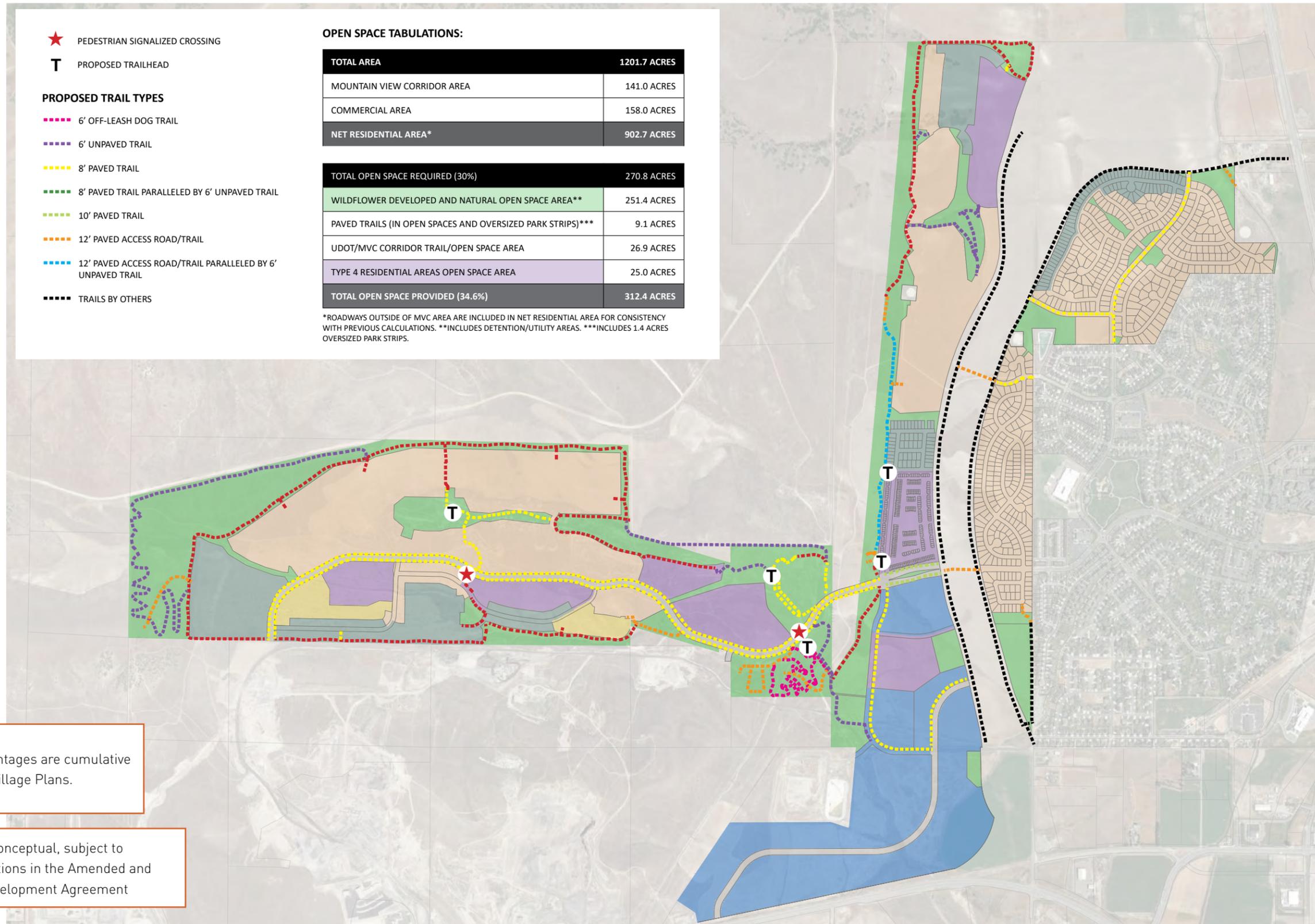
All open space percentages are cumulative across all Village Plans.

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



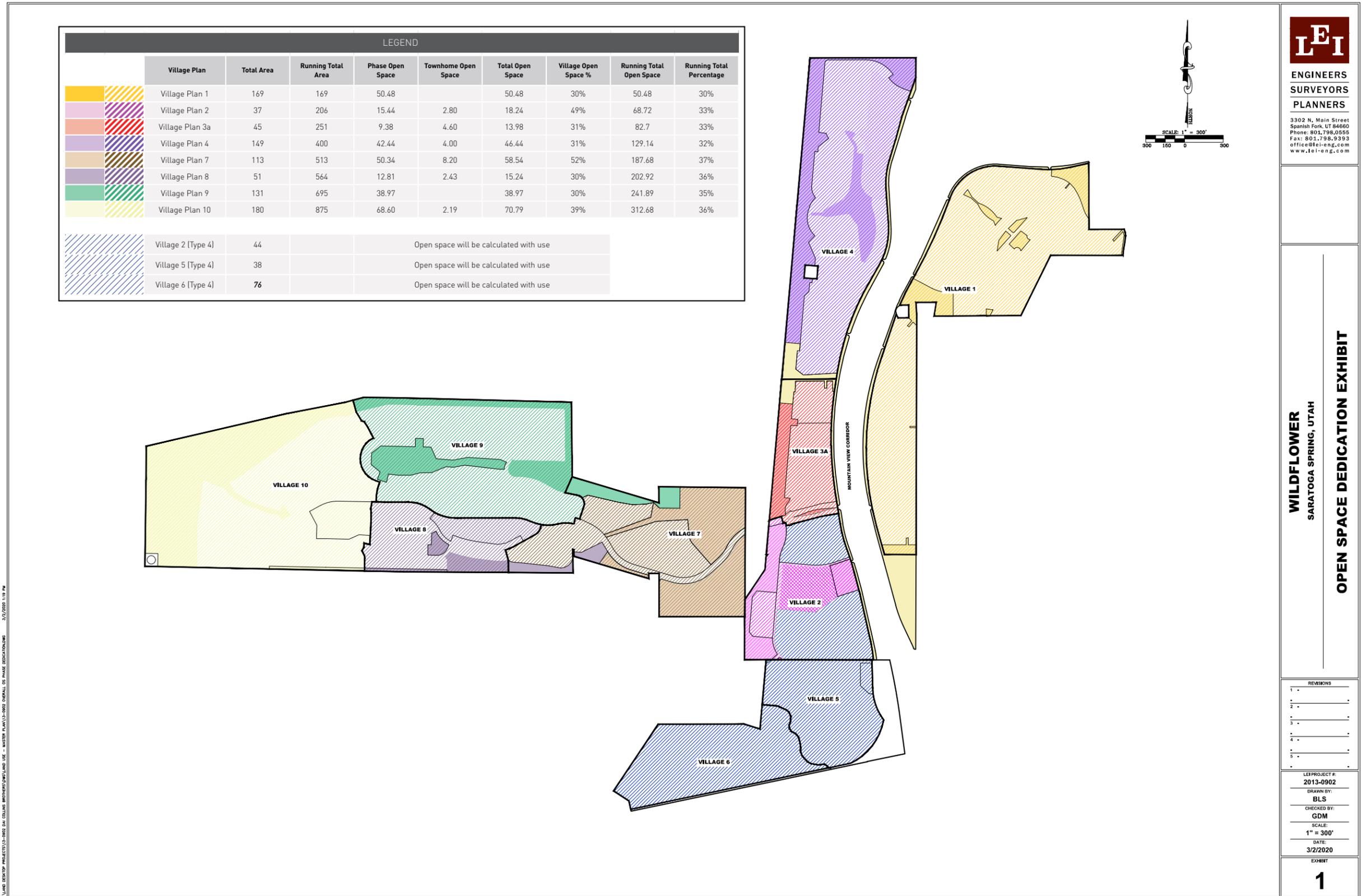


Community Open Space Calculations





Conceptual Open Space Dedication Exhibit





Village Plan Point Summary

# Total Units in Development	Equivalent Acres Required	Minimum # Amenity Points Required
3,238	3,238	80.95
	80.95	3,238

EQUIVALENT ACRES PROVIDED			
Category	Multiplier	Actual Acres Provided	Equivalent Acres Provided
Unimproved - Not Sensitive Lands	0.15	0.0	0.0
Open Space - No Access	0.15	0.0	0.0
Sensitive Lands - Limited Access	0.33	0.0	0.0
Improvement of Existing City Open Space	0.67	0.0	0.0
Detention Basin - Limited Access	0.67	5.0	3.4
Detention Basin - No Access	0	6.9	0.0
Partially Improved	0.75	218.8	164.1
Fully Improved - Limited Access	0.75	0.0	0.0
Fully Improved - Full Access	1	20.7	20.7
Total Actual Acres Open Space		251.4	
Total Equivalent Acres			188.2
Required Amenity Points per Equivalent Acre			40.0
Total Required Amenity Points			3,238.0





Open Space Amenities and Points

Please remove highlights and include points for Bike Park as directed by City Staff

					Village 1	Village 2	Village 3a	Village 4	Village 5	Village 6	Village 7	Village 8	Village 9	Village 10														
Equivalent Acres Required					14.4	5.3	6.8	10.4	0.0	0.0	11.5	8.3	7.5	17.1														
Equivalent Acres Provided					12.3	10.8	8.2	30.8	0.0	0.0	50.6	4.7	21.1	49.7														
Proposed Amenity	Category	Points	Total Quantity	Total Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points	Quantity	Points				
Bike Park	A		1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Dog Park with Dog Wash (1 acre manicured)	A	25.0	1.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Lake	A	681.0	1.0	681.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	681.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Splash Pad/Creek (2,250) (25 people)	B	90.0													2.0	180.0												
Restrooms (4stalls)	B	400.0	1.0	400.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	400.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Play Field - Full Size	B	56.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Trail, paved (1000 LF)	B	41.3	45.7	1,885.3	3.8	157.8	2.1	86.7	2.0	82.6	8.2	336.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Restrooms (2 stalls)	B	200.0	4.0	800.0	1.0	200.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	400.0	0.0	0.0	0.0	0.0	1.0	200.0	0.0	0.0				
Playground Structure, 1 platform (250 SF)	C	25.0			6.0	150.0									4.0	100.0					4.0	100.0						
Pavilion, 16 x 44	C	23.0	2.0	46.1	1.0	23.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	23.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Pickleball Court	D	22.5	4.0	90.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	90.0	0.0	0.0				
Personal Watercraft Dock (non-motorized)	D	12.5													1.0	12.5												
Sandy Beach	D	7.0													1.0	7.0												
Basketball Half Court	D	16.5	1.0	16.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	16.5	0.0	0.0				
Pavilion 12 x 12	D	4.7	12.0	56.2	3.0	14.0	0.0	0.0	0.0	0.0	1.0	4.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	4.7	0.0	0.0				
Pavilion 20 x 20	D	15.6	4.0	62.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	31.2	0.0	0.0	0.0	0.0	2.0	31.2	0.0	0.0				
Pergola 12 x 12	D	4.0	2.0	8.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	4.0	0.0	0.0				
Shade Sail	D	3.7	6.0	22.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Trail, Soft Surface (per 1,000 LF)	D	8.3	46.5	385.9	0.0	0.0	2.4	19.9	1.8	14.9	10.0	83.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.7	72.0	2.1	17.4	6.5	53.8	15.0	124.5
Drinking Fountain w/pet/bottle filler	D	6.0	2.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	6.0	0.0	0.0	0.0	0.0	1.0	6.0	0.0	0.0				
Picnic Table 6'	E	0.8	37.0	29.6	9.0	7.2	0.0	0.0	0.0	0.0	2.0	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	14.4	2.0	1.6	6.0	4.8	0.0	0.0
Soccer Goal	E	0.6	1.0	0.6	1.0	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trash (32 gal)	E	0.6	9.0	5.4	2.0	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	3.0	0.0	0.0	2.0	1.2	0.0	0.0
Bench	E	0.4	51.0	22.4	15.0	6.0	0.0	0.0	0.0	0.0	2.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	10.0	2.0	0.8	12.0	4.8	0.0	0.0
Bike Rack - 4 bikes	E	0.3	2.0	0.6	1.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.3	0.0	0.0	0.0	0.0	1.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0
Parking - 1 space, paved	P	0.4	417.0	166.8	42.0	16.8	0.0	0.0	32.0	12.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	308.0	123.2	0.0	0.0	35.0	14.0	0.0	0.0
Additional EA Above Requirement*	B	40.0	112.9	4,514.0	0.0	0.0	5.6	222.0	1.5	58.0	20.5	818.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	39.2	1,566.0	0.0	0.0	13.6	545.0	32.6	1,305.0
Maximum Allowed Additional EA Points*						287.0		105.0		135.0		207.0		0.0		0.0		0.0			229.0		165.0		149.5		341.5	
Additional EA Points Applied*				1,090.0		0.0		105.0		58.0		207.0		0.0		0.0		0.0			229.0		0.0		149.5		341.5	
Total Amenity Points				4,716.1		580.9		211.7		168.3		633.9		0.0		0.0		0.0			2,747.4		131.9		1,081.4		800.1	

*Points for Additional Equivalent Acres Above Requirement is limited to a maximum of 50% of required amenity points. Max allowed points for additional EA's = 1,619 (Equivalent to 40.5 Equivalent Acres)

ERU's	574	210	270	414	0	0	458	330	299	683
ERU's %	17.7%	6.5%	8.3%	12.8%	0.0%	0.0%	14.1%	10.2%	9.2%	21.1%
Amenity Points Required per Village	574.0	210.0	270.0	414.0	0.0	0.0	458.0	330.0	299.0	683.0
Cumulative Amenity Points Required	574.0	784.0	1,054.0	1,468.0	1,468.0	1,468.0	1,926.0	2,256.0	2,555.0	3,238.0
Cumulative Amenity Points Proposed	580.9	792.6	960.9	1,594.9	1,594.9	1,594.9	4,342.2	4,474.1	5,555.5	6,355.6
Cumulative Point Shortfall/Longfall	6.9	8.6	-93.1	126.9	126.9	126.9	2,416.2	2,218.1	3,000.5	3,117.6



Introduction to Open Space Amenities

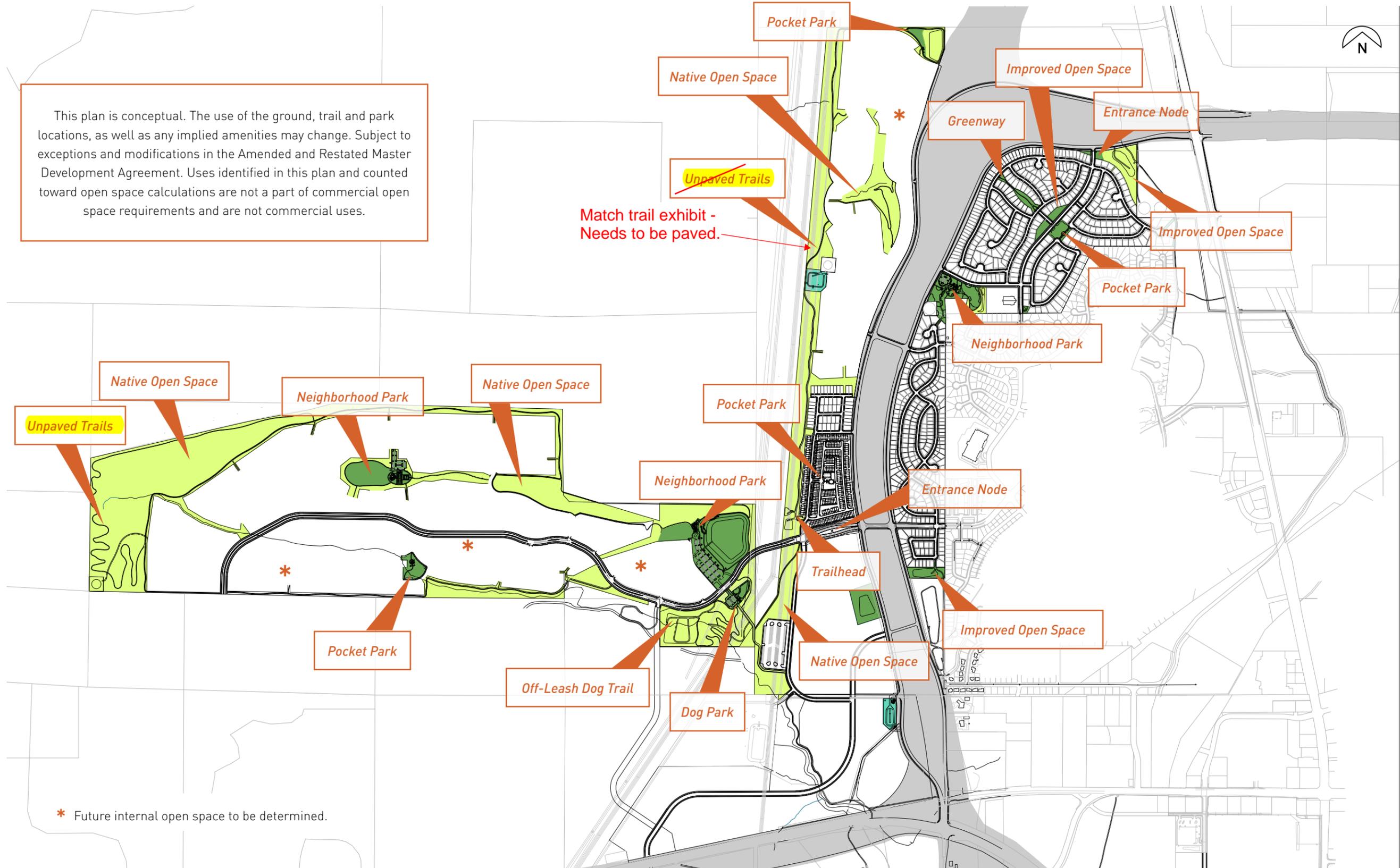
Wildflower has been designed to provide residents with a combination of amenities that will contribute to an active, healthy lifestyle, which promotes spending quality time with friends and family. Residents will have access to a variety of amenities focused on three major themes:

1. **Fitness.** Miles of walking, running, hiking, and biking trails offer year-round opportunities to maintain a fit and healthy lifestyle. Additional fitness classes offered by the HOA may include yoga in the park, fitness training, or mountain biking.
2. **Family.** All community parks, open space, and amenities are designed to encourage residents to spend quality time with friends and family, just right outside their back door.
3. **Fun.** Having fun is an important part of life and Wildflower's Master HOA Association will promote this theme by offering regularly programmed events and activities such as movies in the park, Easter egg hunts, food truck Fridays, as well as group sporting and fitness activities.





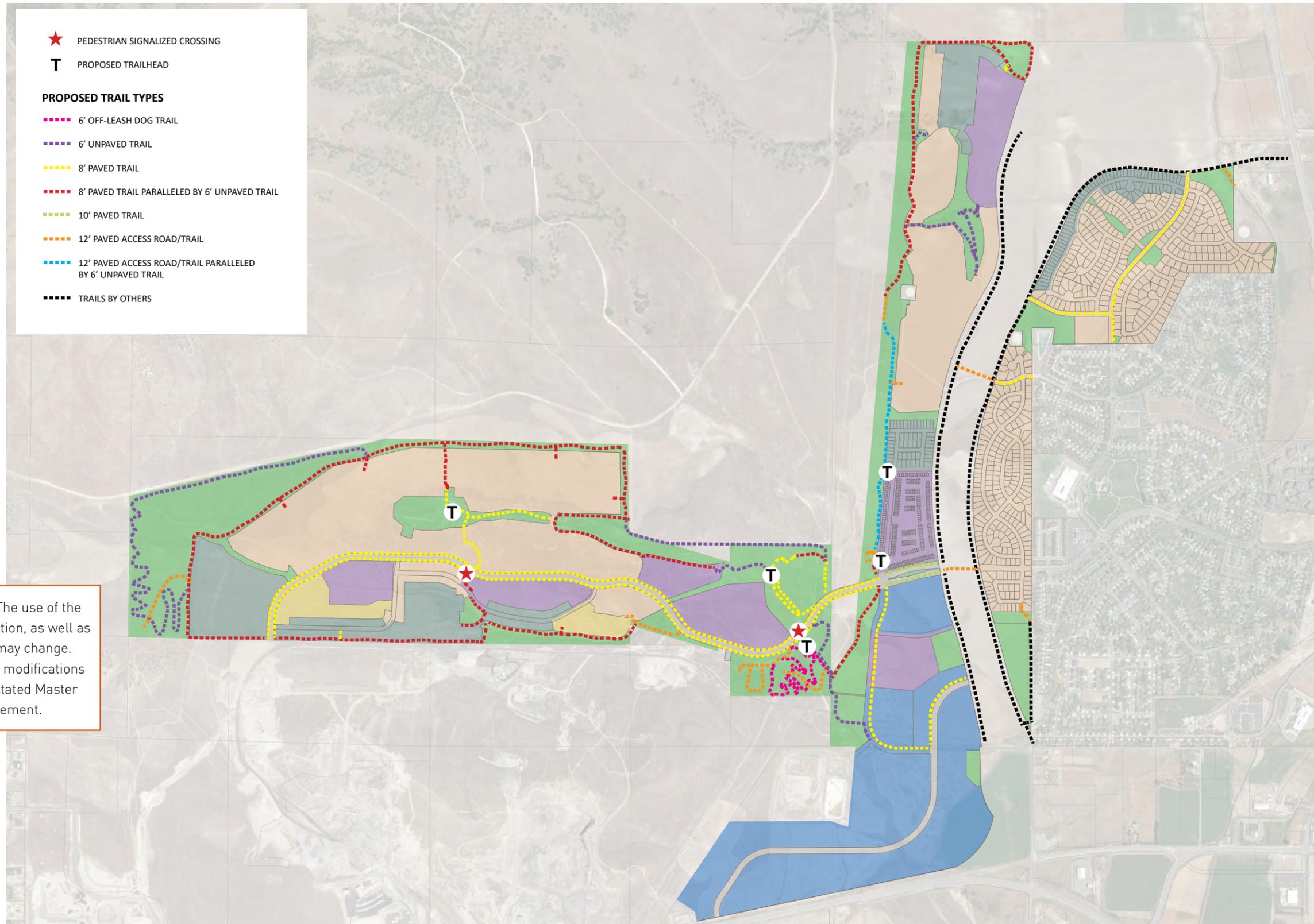
This plan is conceptual. The use of the ground, trail and park locations, as well as any implied amenities may change. Subject to exceptions and modifications in the Amended and Restated Master Development Agreement. Uses identified in this plan and counted toward open space calculations are not a part of commercial open space requirements and are not commercial uses.





Provide trail details (asphalt or concrete) - Details should match the trails master plan

- ★ PEDESTRIAN SIGNALIZED CROSSING
- T PROPOSED TRAILHEAD
- PROPOSED TRAIL TYPES**
- 6' OFF-LEASH DOG TRAIL
- 6' UNPAVED TRAIL
- 8' PAVED TRAIL
- 8' PAVED TRAIL PARALLELED BY 6' UNPAVED TRAIL
- 10' PAVED TRAIL
- 12' PAVED ACCESS ROAD/TRAIL
- 12' PAVED ACCESS ROAD/TRAIL PARALLELED BY 6' UNPAVED TRAIL
- TRAILS BY OTHERS

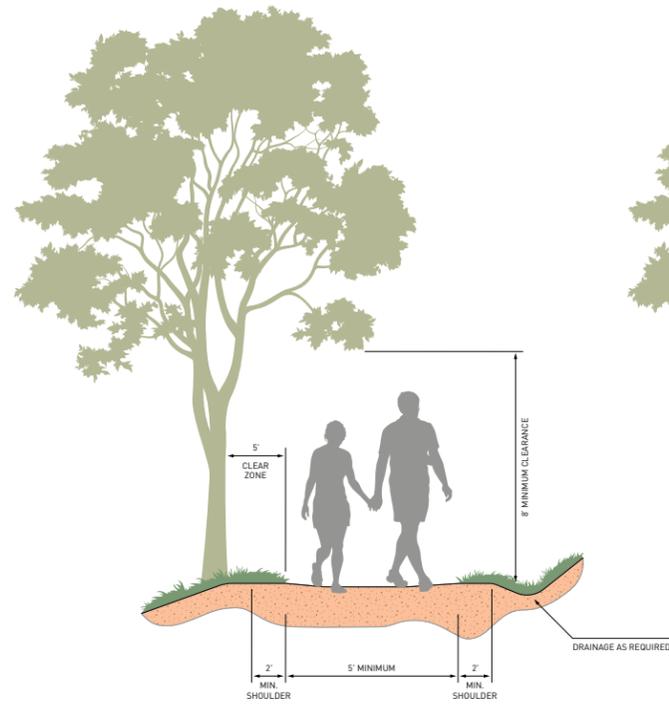


This plan is conceptual. The use of the ground, trail and park location, as well as any implied amenities may change. Subject to exceptions and modifications in the Amended and Restated Master Development Agreement.

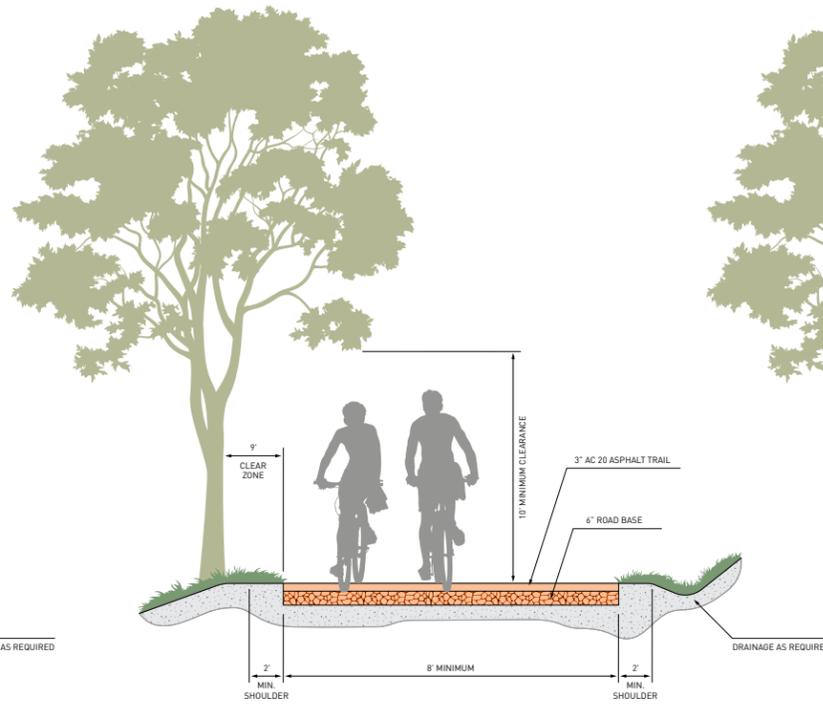




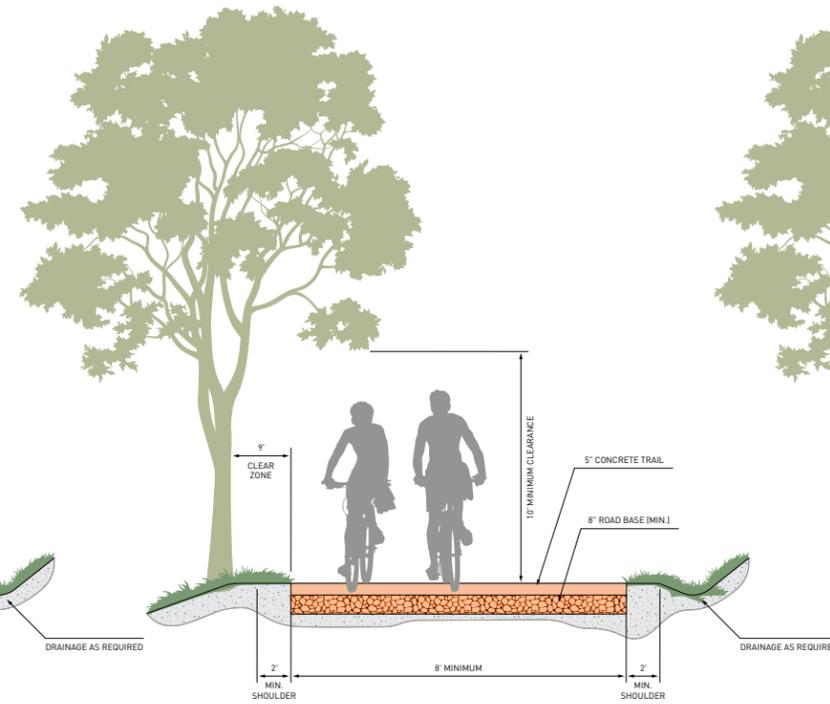
Typical Trail Section Exhibit



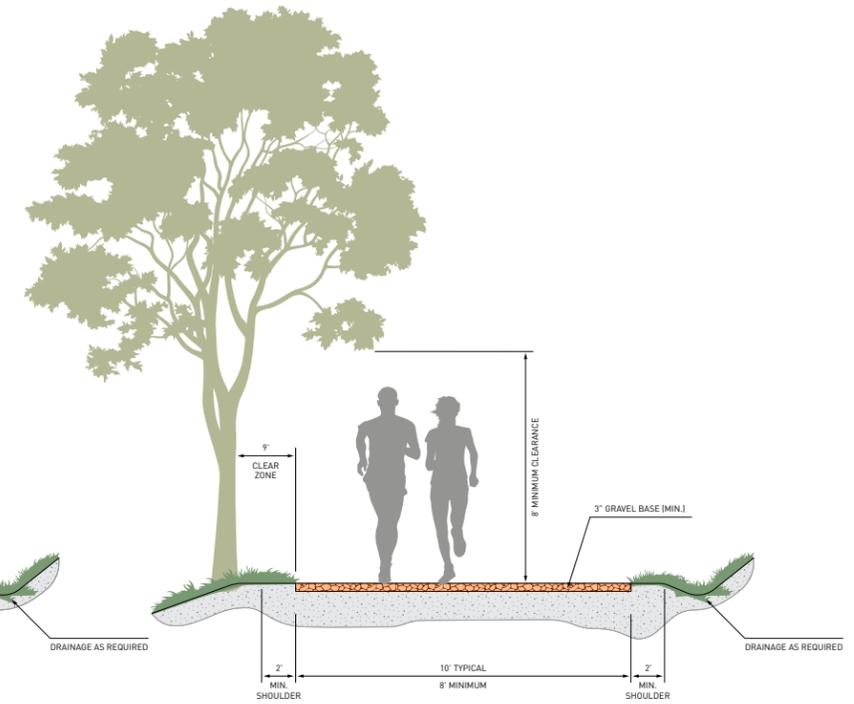
Walking Trail



Paved Asphalt Trail



Paved Concrete Trail



Unpaved Trail

Notes:

1. Centerline radius of meandering trails shall be 100' minimum.
2. All trails are private. Some may have a Public Access Easement.
3. Cross-sections of trails may be widened on any of the trail types.





Conceptual Sports-Themed Park Amenities





Conceptual Park Amenities



05 Guiding Principles

Design Principles and Concepts

Wildflower residents can live, work, and recreate within the project area. The community offers a variety of residential housing types and also provides for future commercial development.

In conjunction with the Community Plan document, the following guiding principles will be implemented throughout Wildflower:

Transportation Plan: Effective planning of street and pedestrian thoroughfares will reduce the duration and length of vehicle trips throughout the community. A variety of transportation systems have been designed, which include vehicular systems, as well as bicycle and pedestrian trail systems.

Streetscapes: Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful open space landscaping. Streetscapes are an important part of Wildflower that will serve many functions:

1. Project continuity contributes to the personality and brand of the community
2. Provide safety for all modes of transportation
3. Create a sense of place for residents and visitors

Street lights, outdoor furniture, trees, and other landscaping will all contribute to the character of the community. Narrowed intersections and roundabouts will be used to safely control vehicular traffic for both pedestrians and bicyclists.

Parks and Open Space: A network of parks and open space has been designed throughout Wildflower. This allows residents to recreate within the community and also provides connectivity through neighborhoods. See Conceptual Phasing Plan and Community Amenity exhibits in Section 4 for more information.

Character: A variety of housing types have been established, which will attract a range of ages, lifestyles, and income levels. Subtle variations in building materials, lot sizes, and home square footages will create unique identifying characteristics in each neighborhood, while maintaining a harmonious theme throughout the community. Creating a clear distinction between each neighborhood, yet maintaining a natural flow throughout the community, will be established by effectively designing open space and trail networks, as well as signage and landscape treatments.

Standard Street Light Details: Wildflower will conform to all Saratoga Springs Street Light Standards found in *The City's Vested Laws*. The guiding standards include the following:

1. Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary.
2. Conserve energy and resources to the greatest extent possible.
3. Help protect the natural environment from the damaging effects of night lighting.
4. Conserve energy and resources to the greatest extent possible.
5. Promote general safety and welfare.



Dark Sky Initiatives: Wildflower will strive to support Saratoga Spring's efforts to create dark skies.

Landscaping: Wildflower will incorporate indigenous wildflowers into open space landscaping. This will enhance architectural features, commercial buildings, streetscapes, and trail systems. Landscaping plans for open space areas will include areas of intermittent shade, screening, and buffering to meet the requirements in Saratoga Spring's City code.

Fencing: All fencing shall be constructed of maintenance-free materials. Natural wood and chain link fencing are not permitted, except for City utilities. Semi-private fencing will be installed to separate residential areas and open space. Six-foot white vinyl fencing and gray SimTek fencing are approved for individual yards and developer-installed areas. Other materials and colors may be used if approved by the WDRC. Required builder-installed fencing shall be installed prior to receiving a Certificate of Occupancy. If the Certificate of Occupancy is issued between November and March, required fencing shall be installed by the end of June. All fencing shall take into account the City site triangle code requirements. Detailed plans, as well as builder and developer responsibility will be determined at Village Plan.

Commercial: Over 140 acres are reserved for Type 5 commercial development. These commercial uses will provide convenient proximity to shopping, as well as jobs, for Wildflower residents.

Mountain View Corridor: Appropriate buffering for each individual neighborhood area shall be determined at Village Plan.

Naming Conventions: Wildflower's theme naturally incorporates flowers and plants. The names of all streets, neighborhoods, parks, and trails within Wildflower reflects such names, as well as related themes.

Parking for Type 4: Parking requirements are per code or as stated on development standards.



Community and Business Identifiers

Public Art Structure

The main entrance at Wildflower will feature a large public art structure that gives a strong first impression to those entering the community. The design, materials, and colors of this unique structure will be incorporated into primary, secondary, neighborhood, and park entrance features.

Entrance Features and Monuments

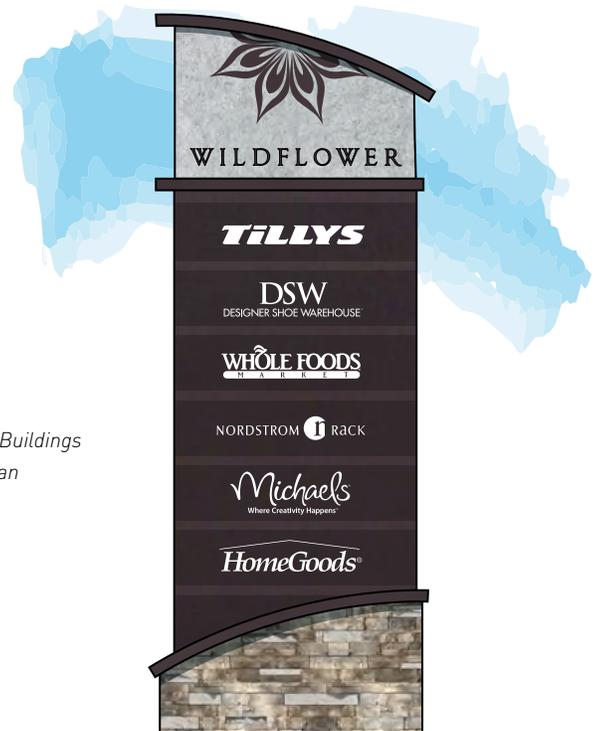
All entrance features will be located outside public utility easements (PUEs). Placement of these signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Village Plan.

Community Wayfinding Signs

Permanent directional signage will direct residents and visitors to parks, trailheads, RV storage, and other amenities within the community. Providing effective wayfinding will allow the open space network to be used to its full potential. Design details will be addressed at Village Plan.

Pedestal Signs in Commercial Areas

Commercial developments with multiple businesses shall be permitted to construct a pedestal sign per City code. The WDRC must approve the design prior to submittal.

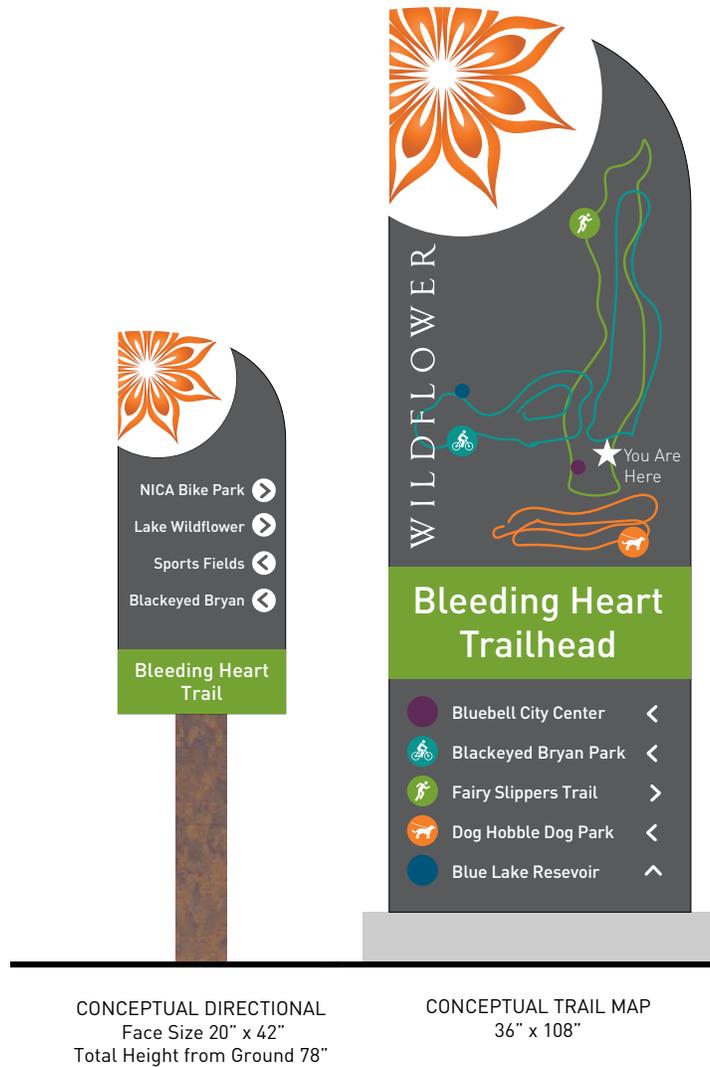


*Conceptual Pedestal Sign for Commercial Buildings
Size To Be Determined at Village Plan*



Trail Signage

A trail system has been designed to connect parks and amenities with residential areas. Trails provide connectivity and walkability to commercial areas, schools, and major thoroughfares. The trail system is designed to appeal to a wide variety of users—from casual walkers to competitive runners and hardcore mountain bikers. Trail signs may be used to showcase trailhead locations, trail names, and distances. Trails will also be available through popular apps such as RunKeeper and Map My Walk. Final locations of signage to be determined at Village Plan.





All designs are conceptual.
Final designs will be determined at Village Plan.
All lighting will conform to City code.

Section 1

Section 2

TOP VIEW WITH RETAINING WALL

SECTION 1 SECTION 2

Rock Retaining Wall

Section 1

Section 2

1'6" Exposed Foundation

Additional Soil Behind Sign → 2'3"

Grade

20'

*** Public Art Structure (4 sided)**
20'W x 20'D x 30'H

Separate Wildflower Sign
(letters mounted on concrete base in front of public art structure tower)
Letters 28'W x 6"D x 27"H
Provided by Developer
LED illumination of the flower and stem - Face of sign Lit with hooded spotlight in compliance with City Code 19.11.05 14d

*** Primary Entrance Feature (development - 1 sided)**
16'L x 4'D x 11'H
Provided by Developer
LED illumination of the flower - Face of sign lit with hooded spotlight in compliance with City Code 19.11.05 14d

*** Secondary Entrance Feature (development - 1 or 2 sided) 8'8"W x 4'7H**
Provided by Developer
Face of sign lit with hooded spotlight in compliance with City Code 19.11.05 14d

*** Park Signage (1 or 2 sided)**
5'W x 4.25'H
Provided by Developer
Lit with hooded spotlight in compliance with City Code 19.11.05 14d

- Names of parks and RV storage TBD at Village Plan

*** Permanent Directional Signage (2 sided)**
5'W x 4.25'H
Provided by Developer
Lit with hooded spotlight in compliance with City Code 19.11.05 14d

- Permanent directional signage will be located in easements or open space
- Wayfinding signage for parks, trailheads, etc.

*** Optional Secondary Entrance Feature (neighborhood - 1 or 2 sided) 8'8"W x 4'7H**
Provided by Builder
Lit with hooded spotlight in compliance with City Code 19.11.05 14d

- OPTIONAL locations for builder-funded entrance features
- Developer will coordinate with subs for production and installation including landscaping and utilities





Conceptual Community Identifier Location Exhibit

- * Public Art Structure and Separate Wildflower Sign
- * Primary Entrance Feature (Development)
- * Secondary Entrance Feature (Development)
- * Optional Secondary Entrance Feature (Neighborhood)
- * Park Signage
- * Permanent Directional Signage

The signage plan shown is proposed. Signage may not be produced and installed if deemed unnecessary or may be moved to achieve its purpose. Final locations will be based on grade, roads, and access location. Exact placement to be determined at Village Plan.

Public art structure, entrance features, and signs are subject to WDRC and HOA approval. Permits must be obtained from the City.

Specifications and locations of temporary community signage is to be determined, and is contingent on WDRC and HOA approval, as well as City code.

All illuminated signs located within one-half (1/2) mile of Camp Williams shall be positioned in such a manner and contain shielding devices as to significantly reduce spillover light affecting the military installation and operations. In no instance shall signs within 1/2 mile be positioned facing parallel to the adjacent boundaries of Camp Williams.



This plan is conceptual. The ground use, trail and park locations, as well as any implied amenities, may change.



Sales Signs

Temporary Community Signs

Temporary community signage will be used to inform visitors they are entering the Wildflower community. Temporary directional signage will direct visitors to model homes and/or sales trailers during the selling process. Temporary development directional signage will be required to be removed immediately upon issuance of the certificate of occupancy for the last home located within a Village Plan, or by request of the WDRC or HOA, and are subject to City code.

*Conceptual Temporary Directional Signage
Approximate Size 5'W x 12'H (maximum)*



Builder Signs for Model Homes, Sales Trailers, and Lots

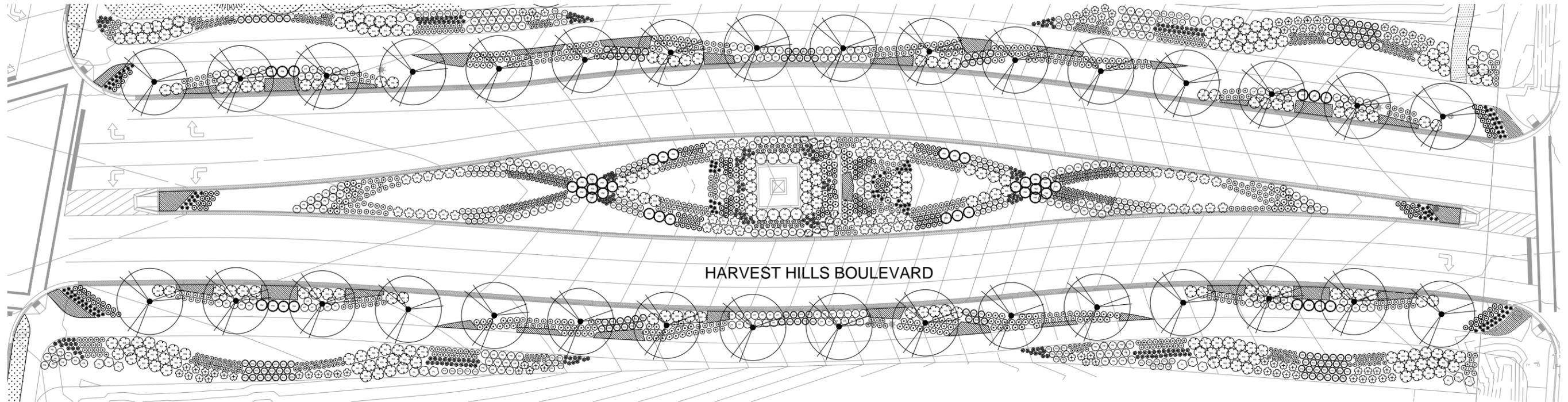
A model home is considered a sales facility until it is sold. Temporary signs used in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in the community. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the WDRC and HOA, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside of Wildflower.
2. Model and spec home signs must be removed within 30 days of when the last home is sold in the community or when the model home is sold.
3. Model and spec home signage must be approved by the HOA and WDRC prior to submitting City permit application.
4. Model and spec home and signage must comply with City code and builder must apply for required permits.
5. Builders may not install directional signage or weekend signs anywhere in the community.





Landscaping Concept for Public Art Structure



PLANT SCHEDULE A-1

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
GBS	7	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.	
JS	4	Juniperus scopulorum	Rocky Mountain Juniper	5'	
MAA	4	Maackia amurensis	Amur Maackia	1.5" Cal.	
TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
AC	58	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal	
FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal	
PL	20	Philadelphus lewisii	Wild Mockorange	5 gal	
PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal	
PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal	
PP	42	Pinus mugo 'Pumilio'	Mugo Pine	5 gal	
PM	44	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 gal	
PB	199	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal	
RG	225	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	
SH	23	Shepherdia argentea	Silver Buffaloberry	5 gal	
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT	
CO	170	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal	
HS	187	Helictotrichon sempervirens	Blue Oat Grass	1 gal	
MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal	
PV	281	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal	
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
GL	214	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal	
HE	152	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	
NW	198	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	1 gal	
PR	123	Penstemon rostriflorus	Bridge Penstemon	1 gal	
PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal	
RF	232	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal	
SA	309	Sedum spectabile 'Autumn Joy'	Stonecrop	1 gal	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
GB	1,471	Geranium macrorrhizum 'Beven's Variety'	Beven's Variety Geranium	4" pot	18" o.c.
TURF	3,624 sf	Turf Sod	Drought Tolerant Bluegrass Blend	sod	

Notes

1. Location of public art structure and landscaping plan are conceptual. Location and specific details will be refined at plat stage. Public art structure and sign will be placed in common area and maintained by the HOA.
2. These features shall not conflict with traffic control signaling or traffic control devices.
3. Sight triangles will be adhered to according to the standards set by the American Association of State Highway and Transportation Officials (AASHTO).
4. Specific plant species and layouts may differ at plat phase to account for new information and/or individual site conditions.
5. Lighting will meet City code.



Conceptual Public Art Structure
20'L x 20'W x 30'H Provided by Developer

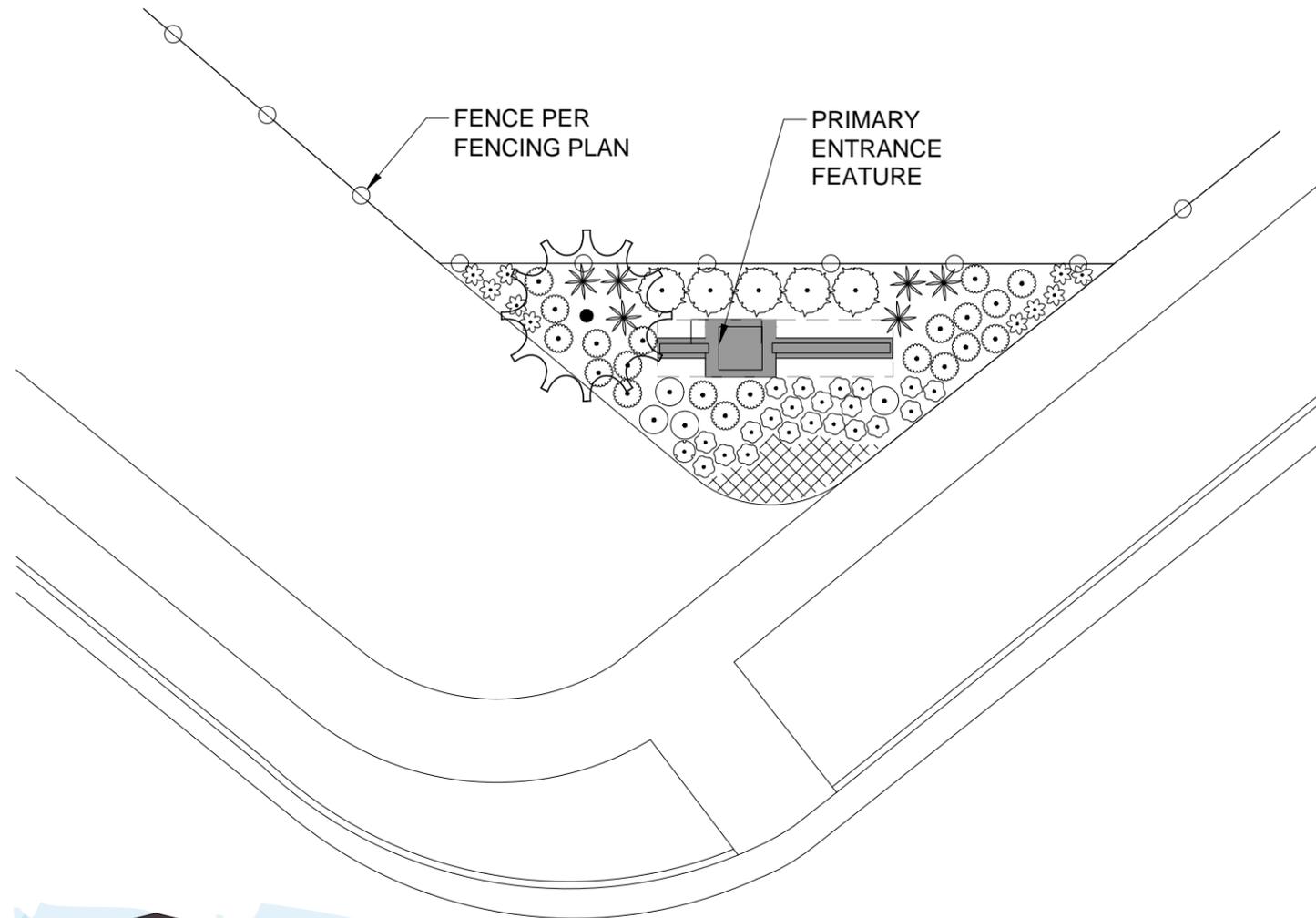


Conceptual Separate Wildflower Letters on 30' Wide Concrete Base
Letters Only 27.36'L x 3"W x 26.25"H
Wildflower Letters Placed on Two Sides of Public Art Structure
Provided by Developer





Landscaping Concept for Primary Entrance Feature



Conceptual Primary Entrance Feature
Approximate Size 16'L x 4'W x 11'H

CONCEPT PLANT SCHEDULE

	ORNAMENTAL TREES		1	
	Cedrus libani `Beacon Hill` / Beacon Hill Cedar			10 gal
	Picea abies `Pendula` / Weeping Norway Spruce			10 gal
	Pinus strobus `Pendula` / Pendulous White Pine			10 gal
	LARGE ORNAMENTAL GRASSES (SELECT ONE)		5	
	Miscanthus sinensis `Cabaret` / Cabaret Japanese Silver Grass			1 gal
	Miscanthus sinensis `Graziella` / Graziella Maiden Grass			1 gal
	Miscanthus sinensis `Morning Light` / Eulalia Grass			1 gal
	MEDIUM ORNAMENTAL GRASSES (SELECT ONE)		6	
	Calamagrostis x acutiflora `Lightning Strike` / Lightning Strike Feather Reed Grass			1 gal
	Festuca mairei / Atlas Fescue			1 gal
	Pennisetum alopecuroides / Fountain Grass			1 gal
	MEDIUM FALL BLOOMING PERENNIALS (SELECT ONE)		4	
	Aster x frikartii `Monch` / Monch Aster			1 gal
	Rudbeckia fulgida `City Garden` / Black Eyed Susan			1 gal
	Sedum spectabile `Autumn Joy` / Stonecrop			1 gal
	MEDIUM SUMMER BLOOMING PERENNIALS (SELECT ONE)		20	
	Echinacea purpurea `Butterfly Julia` / Butterfly Julia Coneflower			1 gal
	Gaura lindheimeri `Sparkle White` / Sparkle White Gaura			1 gal
	Lavandula angustifolia `Munstead` / Munstead English Lavender			1 gal
	SMALL SPRING BLOOMING PERENNIALS (SELECT TWO)		10	
	Aquilegia chrysantha `Denver Gold` / Yellow Columbine			1 gal
	Aster alpinus `Alpine` / Alpine Aster			1 gal
	Scabiosa columbaria FLUTTER `Rose Pink` / Butterfly Blue Scabiosa			1 gal
	SMALL SUMMER BLOOMING PERENNIALS (SELECT TWO)		21	
	Hemerocallis x `Always Afternoon` / Lavendar Daylily			1 gal
	Penstemon mexicali `Pike's Peak Purple` / Penstemon			1 gal
	Penstemon mexicali `Red Rocks` / Penstemon			1 gal
	GROUNDCOVER (SELECT ONE)		32 sf	
	Fragaria x `Lipstick` / False Strawberry			1 gal
	Sedum acre / Goldmoss Stonecrop			flat
	Thymus serpyllum `Pink Chintz` / Pink Chintz Thyme			flat

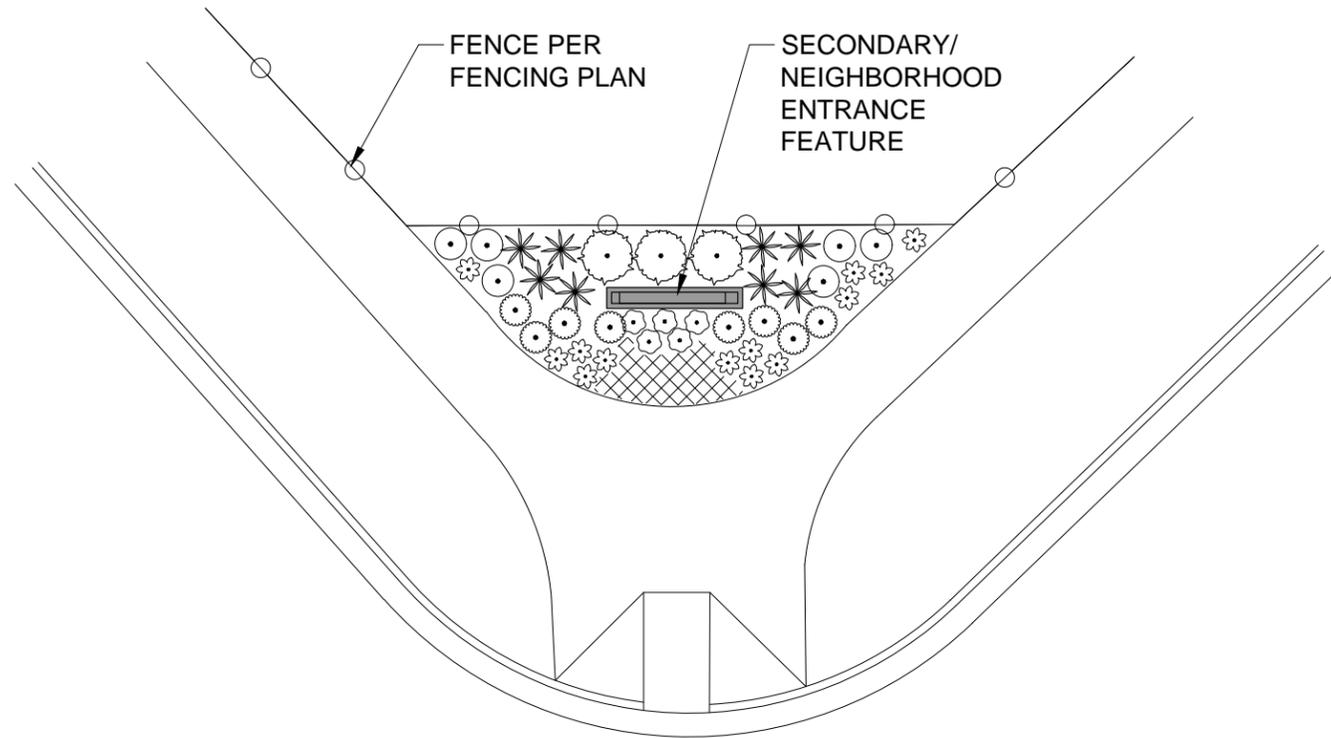
Notes

1. Location shown is approximate. Locations will be refined at plat stage. All entrance features will be placed in common areas and maintained by the HOA.
2. These features shall not conflict with traffic control signaling or traffic control devices.
3. Sight triangles will be adhered to according to the standards set by the American Association of State Highway and Transportation Officials (AASHTO).
4. Specific plant species and layouts may differ at plat phase to account for new information and/or individual site conditions.
5. Lighting will meet City code.





Landscaping Concept for Secondary and Neighborhood Entrance Features



Conceptual Neighborhood Entrance Feature
Approximate Size 8'8"L x 4'7"H



Conceptual Secondary Entrance Feature
Approximate Size 8'8"L x 4'7"H

CONCEPT PLANT SCHEDULE

●	LARGE ORNAMENTAL GRASSES (SELECT ONE)	3	
	Miscanthus sinensis `Cabaret` / Cabaret Japanese Silver Grass		1 gal
	Miscanthus sinensis `Graziella` / Graziella Maiden Grass		1 gal
	Miscanthus sinensis `Morning Light` / Eulalia Grass		1 gal
✱	MEDIUM ORNAMENTAL GRASSES (SELECT ONE)	8	
	Calamagrostis x acutiflora `Lightning Strike` / Lightning Strike Feather Reed Grass		1 gal
	Festuca mairei / Atlas Fescue		1 gal
	Pennisetum alopecuroides / Fountain Grass		1 gal
●	MEDIUM FALL BLOOMING PERENNIALS (SELECT ONE)	6	
	Aster x frikartii `Monch` / Monch Aster		1 gal
	Rudbeckia fulgida `City Garden` / Black Eyed Susan		1 gal
	Sedum spectabile `Autumn Joy` / Stonecrop		1 gal
●	MEDIUM SUMMER BLOOMING PERENNIALS (SELECT ONE)	8	
	Echinacea purpurea `Butterfly Julia` / Butterfly Julia Coneflower		1 gal
	Gaura lindheimeri `Sparkle White` / Sparkle White Gaura		1 gal
	Lavandula angustifolia `Munstead` / Munstead English Lavender		1 gal
✿	SMALL SPRING BLOOMING PERENNIALS (SELECT TWO)	13	
	Aquilegia chrysantha `Denver Gold` / Yellow Columbine		1 gal
	Aster alpinus `Alpine` / Alpine Aster		1 gal
	Scabiosa columbaria FLUTTER `Rose Pink` / Butterfly Blue Scabiosa		1 gal
●	SMALL SUMMER BLOOMING PERENNIALS (SELECT TWO)	5	
	Hemerocallis x `Always Afternoon` / Lavendar Daylily		1 gal
	Penstemon mexicali `Pike`s Peak Purple` / Penstemon		1 gal
	Penstemon mexicali `Red Rocks` / Penstemon		1 gal
☒	GROUNDCOVER (SELECT ONE)	24 sf	
	Fragaria x `Lipstick` / False Strawberry	26	1 gal
	Sedum acre / Goldmoss Stonecrop		flat
	Thymus serpyllum `Pink Chintz` / Pink Chintz Thyme		flat

Notes

1. Location shown is approximate. Locations will be refined at plat stage. All entrance features will be placed in common areas and maintained by the HOA.
2. These features shall not conflict with traffic control signaling or traffic control devices.
3. Sight triangles will be adhered to according to the standards set by the American Association of State Highway and Transportation Officials (AASHTO).
4. Specific plant species and layouts may differ at plat phase to account for new information and/or individual site conditions.
5. Lighting will meet City code.



Guiding Development Standards

Residential Lot Standards

The Residential area shown on the Land Use Master Plan in Section 2 shall be comprised of single-family homes with some multi-family products as allowed with the designated ERUs. The following information highlights the building and neighborhood configuration, as well as setbacks, based on type of development.

Update setbacks per approved conditions + match setback exhibits to this table

TABLE OF BUILDING REQUIREMENTS BY TYPE

	SINGLE-FAMILY HOMES				MULTI-FAMILY HOMES		
	Type 1	Type 2		Type 3	Type 4		
	Lot	Individual Driveway	Shared Driveway	3-Story Urban Lot	Front Load Townhomes	Rear Load Townhomes	Apartments/Condos
Minimum Lot Size Sq. Ft.	5,000	3,600	2,850	2,400	N/A	N/A	N/A
Max. Height of Principal Bldg.	35'	35'	35'	35'	35'	40'	40'
MINIMUM SETBACKS FOR PRIMARY STRUCTURES							
Front	15''	15'	15'	15'	15'	5'	20'
Front Garage Access	20'	20'	20' from Sidewalk or shared driveway	18'	18'	N/A	N/A
Side Garage Access	24'	24'	N/A	N/A	N/A	N/A	N/A
Side Setbacks	5'/10'	5'/10''	5'	5'/10''	5'	5'	5'
Space Between Buildings	10'	10'	10'	10'	10'	10'	
Corner (Side Facing Street)	15'	15'	15'	15'	N/A	N/A	N/A
Rear	10'	10'	10'	10'	10'		

Accessory structures shall meet the requirements of *The City's Vested Laws*. Parking will meet City's code requirements.



Type 1 — Single-Family Homes (5,000+ Square Feet Lot Size)

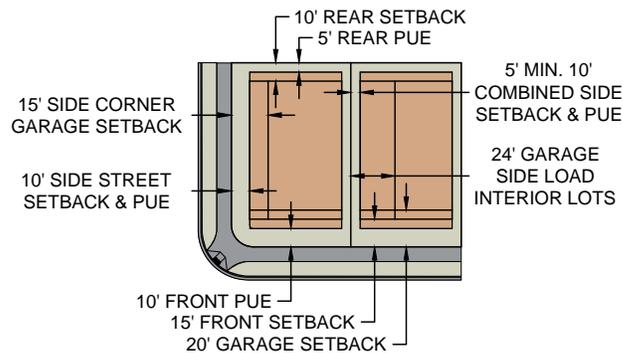
Single-family homes vary in design on a range of lot sizes. Single-family lot sizes start at 5,000 square feet and could exceed 20,000 square feet. Larger lots shall be located in neighborhoods adjacent to Camp Williams and near existing subdivisions, transitioning to smaller lots closer to Mountain View Corridor becomes closer. Homes shall be a variety of styles and colors, allowing neighborhood identities to be unique. Some communities may be gated.



TYPE 1 — SINGLE-FAMILY (5,000+ SQUARE FEET LOT SIZE)

Development Standards

Buildings Per Lot	1 + accessory building	
Height — Principal Building	35' maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.	
Garage Requirement	2-car minimum	
Lot Width	50' minimum measured at front setback	
Lot Size	5,000 square feet minimum	



Type 2 — Single-Family Homes (<5,000 Square Feet Lot Size)

Type 2 homes have similar characteristics to Type 1 homes, with the exceptions that lot sizes are typically smaller and homes may have a shared driveway or have direct access from a public road. The number of homes within a shared-driveway cluster may vary, but will typically be built in groups of four or six.



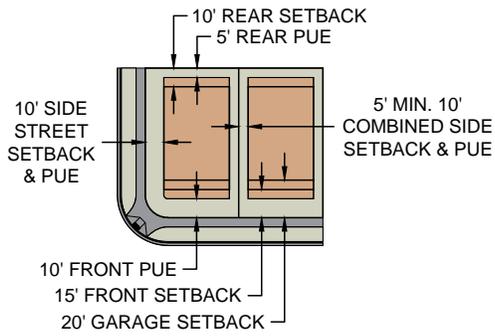
TYPE 2 — SINGLE-FAMILY (<5,000 SQUARE FEET LOT SIZE)

Development Standards

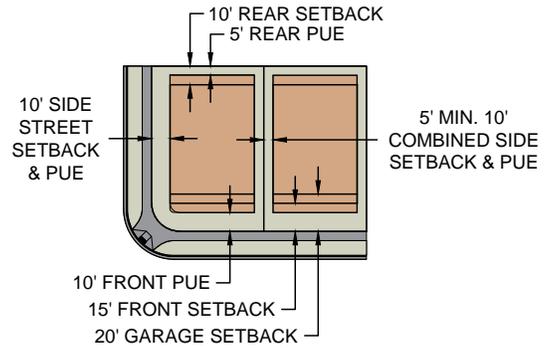
Buildings Per Lot	1 + accessory building
Height — Principal Building	35' maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.
Garage Requirement	2-car minimum
Lot Width	45' minimum measured at front setback
Lot Size	2,850 sf minimum shared driveway / 3,600 sf minimum individual driveway

Accessory structures shall meet the requirements of *The City's Vested Laws*.



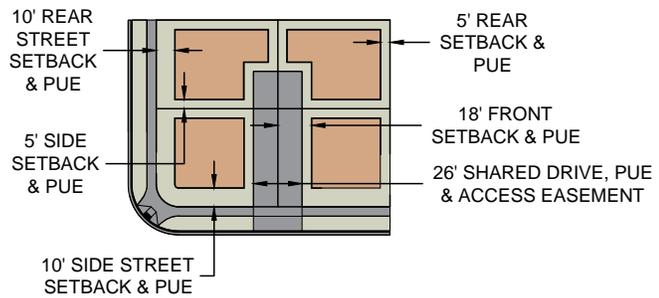


COTTAGE LOT

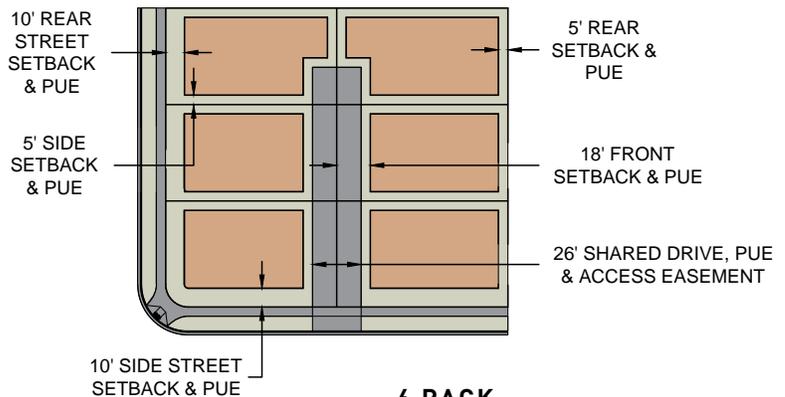


VILLAGE SINGLES

4 PACK



Note: Location of residence and visitor parking will be adequate and will be detailed at Site Plan and/or Village Plan.



6 PACK



Type 3 — Single-Family (<5,000 Square Feet Lot Size) 3-Story

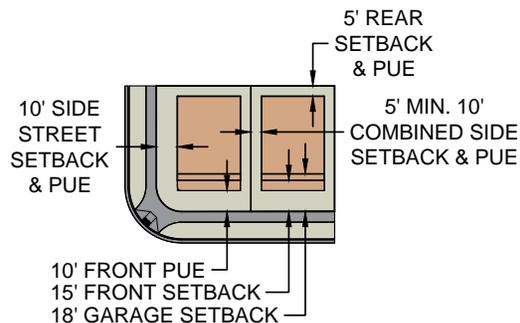
Type 3 single-family homes have similar characteristics to Type 1 and Type 2 homes, meaning the driveways may have access off a public road or a shared driveway. However, lot sizes are typically smaller, homes are mostly 3-story, and homes are designed for maintenance-free, resort-style living.



TYPE 3 — SINGLE-FAMILY (<5,000 SQUARE FEET LOT SIZE) 3-STORY

Development Standards

Buildings Per Lot	1 + accessory building
Height — Principal Building	35' maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.
Garage Requirement	2-car minimum
Lot Width	40' min. measured at front setback*
Lot Size	2,400 square feet minimum*



* Type 3 may be designated as a footprint development, designed per City code.



Type 4 — Townhomes, Apartments, and Condos

Type 4 homes are higher density, attached residential units. These homes that are built in a row with all units sharing a similar style. They share at least one common wall and each unit has a separate entrance and 1-car garage. Garages may be built at the front or rear of the home. These types are referred to as front load or rear load. Type 4 also includes apartment homes and condos which are self-contained housing units that occupy only part of a building, generally on a single story. All horizontal penetrations such as, but not limited to, window wells, balconies, eaves or bay/box windows will not affect the five-foot setback which is measured from wall to wall. There will be two parking spaces per unit. Landscaping will follow the City’s amenity point system.



TYPE 4 — FRONT LOAD TOWNHOMES

Development Standards

Height — Principal Building	35’ maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.	
Landscaping	20% minimum	





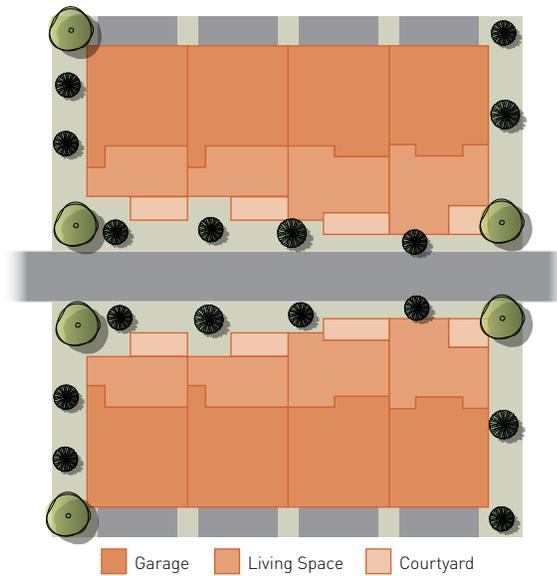
TYPE 4 — REAR LOAD TOWNHOMES

Development Standards

Height — Principal Building

40' maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Landscaping **20% minimum**





TYPE 4 — APARTMENT HOMES AND CONDOS

Development Standards

Height — Principal Building

40' maximum height measured at the vertical distance from the established grade (after mass grading is complete) at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Parking

1 per bedroom or 2 per unit, whichever is less



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 office space, light manufacturing (subject to location restrictions as determined during Site Plan review), and commercial operations. 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 and Conditional Uses

The following table lists the permitted (P) and ~~conditional (C)~~ uses for commercial types located within the Wildflower Community. Uses not listed are prohibited.

	Type 5 Community Commercial / Business Park	Type 5 Community Commercial / Business Park
Animal Hospital, Large / Large Veterinary Office	P	P
Animal Hospital, Small / Small Veterinary Office	P	P
Arts & Crafts Sales	P	P
Automobile Rental & Leasing Agency, 10 or fewer total vehicles	P*	P
Automobile Rental & Leasing Agency, more than 10 total vehicles	P*	P
Automobile Repair, Major	P*	P
Automobile Repair, Minor	P*	P
Automobile Sales	P*	P
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service	P*	P
Bakery, Retail	P	P
Bookstore	P	P
Building Material Sales (with Outdoor Storage)	P*	P
Building Material Sales (without Outdoor Storage)	P*	P
Car Wash (Full Service)	P	P
Car Wash (Self Service)	P	P
Child Care Center		P
Churches		P
Commercial Recreation		P
Commuter / Light Rail Station		P
Convenience Store		P
Convenience Store / Fast Food Combination		P
Copy Center		P
Dry Cleaners		P
Dwelling, Above commercial		P
Educational Center		P
Electronic Media Rental & Sales		P
Electronic Sales & Repair		P
Equipment Sales & Services		P
Financial Institution		P
Fitness Center (5,000 Sq. Ft. or Less)		P
Fitness Center (5,001 Sq. Ft. or Larger)		P
Floral Sales		P
Funeral Home (5,000 Sq. Ft. or Less)		P



	Type 5 Community Commercial / Business Park
Funeral Home (Larger Than 5,000 Sq. Ft.)	P
Grocery Store	P
Hair Salon	P
Hardware & Home Improvement Retail	P
Hospital	P
Hotels	P
Ice Cream Parlor	P
Kennel, Commercial	P
Laundromat	P
Library	P
Light Manufacturing	P*
Neighborhood Grocery Store	P
Motels	P
Non-Depository Institutions	P
Office, Flex (Warehouse and Lab)	P
Office, High Intensity	P
Office, Medical and Health Care	P
Office, Professional	P
Public Parks, Playgrounds, Recreation Areas, or Other Park Improvements	P
Personal Service Establishment	P
Plant & Tree Nursery	P
Postal Center	P
Preschool	P
Printing, Lithography & Publishing Establishments	P
Public & Private Utility Building or Facility	P
Public Building or Facilities (City Owned)	P
Reception Centers	P

	Type 5 Community Commercial / Business Park
Recreation Center	P
Recreation Rentals	P
Recreational Vehicle Sales	P
Refueling Station, Public	P
Refueling Station, Private	P
Research & Development	P
Restaurant, Casual	P
Restaurant, Deli	P
Restaurant, Sit Down	P
Retail Sales	P
Retail, Big Box	P
Retail, Flex (Warehouse and Shipping)	P
Retail, Specialty	P
School, Public	P
School, Trade or Vocational	P
Storage, Self-Storage, or Mini Storage Units	P*
Storage, Outdoor	P*
Theater	P
Transit-Oriented Development (TOD)	P

* Each use marked with a "*" will not exceed 20% of the total commercial acreage.



Architectural Materials

The architectural standards presented in this a document are meant to be an abbreviated guideline for the selection of building materials and color schemes. The matrix below contains the potential building materials and how they can be used in conjunction with the included home elevations. Materials are not limited to the details below, and additional materials may be introduced at Village Plan and approved by the WDRC.

Repetitious and homogenous building styles are not permitted in the Wildflower Community; a variety of housing types, color variations and types of materials help create the unique neighborhoods that will make up the development. Single-family homes with the same style, floor plan or color scheme will not be built on lots adjacent to or across the street from each other. Further details are provided at Village Plan. A detailed *Home Design Guidelines Handbook*, as well as detailed process documents and checklists required by the WDRC, are provided to each builder. This extensive design review process for all floor plans, elevations, and color groupings will ensure the guidelines are followed and maintained throughout all neighborhoods.

On the following chart, the exterior materials selected for each architectural style are typical, but may vary. The WDRC will approve all elevations and materials proposed by builders to assure designs fit within the Wildflower criteria approved at Village Plan and documented in the *Home Design Guidelines Handbook*.

		ARCHITECTURAL STYLES					
		Prairie	Craftsman	Farmhouse	Utah Traditional	European	Contemporary
EXTERIOR MATERIALS	Composite Siding	*	*	*	*	*	
	Stone / Brick	*	*	*	*	*	*
	Stained Wood Siding						*
	Stone / Brick Not Required	*	*	*			*
	Architectural Asphalt Shingles	*	*	*	*	*	*
	Gable Returns			*	*	*	
	Metal Roofing	*	*	*			*
	Main Body Low Pitched Roofs (Under 6/12—18" Minimum Overhang)	*	*	*			*
	Exposed Rafter Tails	*	*	*		*	*
	Shutters	*		*	*	*	
	Arched Windows as Accents Only				*	*	



Elevations

Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Front porches with extensions to the side and rear of the home
6. Large porch supports (columns/pillars) that are typically rectangular or tapered (not round) with masonry bases
7. Large roof overhangs (typically 18 to 24 inches)
8. Window grids and window trim
9. Heavy, thick fascia
10. Single-hung and double casement windows



Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation (typically 1.5 to 2 stories)
7. Low roof pitches above porches (typically 3/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White or light-colored exterior colors
12. Dark or colored windows are common
13. Use of copper or other metal on small roof elements



Typical European Design

The European style combines an old world and romantic charm with modern elements. This style of home showcases many European influences such as Tudor-style design cues, Mediterranean floor plans, and Spanish home designs. The European style can easily range in size to fit each individual family's needs. The following features identify a European-style home:

1. Moderate to high roof pitches
2. Hip roof forms
3. Arched or square openings
4. Decorative front porches
5. Arched openings and shutters
6. Multi-paneled windows of varying sizes



Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Low roof pitches (4/12-6/12)
2. Large modern-style windows (typically without grids)
3. Overhanging eaves ranging from 18 to 24 inches
4. Horizontal, clean lines in the detailing
5. Lap siding with brick or stone details elements
6. Open floor plans
7. Wide, rectangular columns or pillars
8. Prominent low chimneys
9. Large, tall windows
10. Modern, glass panels in front door and garage
11. Wide front door (42 inches wide or larger)



Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metal on small roof elements
9. Taller front door



Typical Contemporary Design

While the contemporary style is relatively new, it still has a history. Contemporary architecture emerged between the 1920s and the 1950s in Europe, before making its way to America. Bauhaus, a German school of art and architecture, led the architectural movement that is now defined as contemporary or modern. The focus of the Bauhaus movement is characterized by economic sensibility and simplicity. The *less is more* principle is key to contemporary architectural design. The following features are common in a contemporary home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat or hip roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door



Exterior Color Schemes

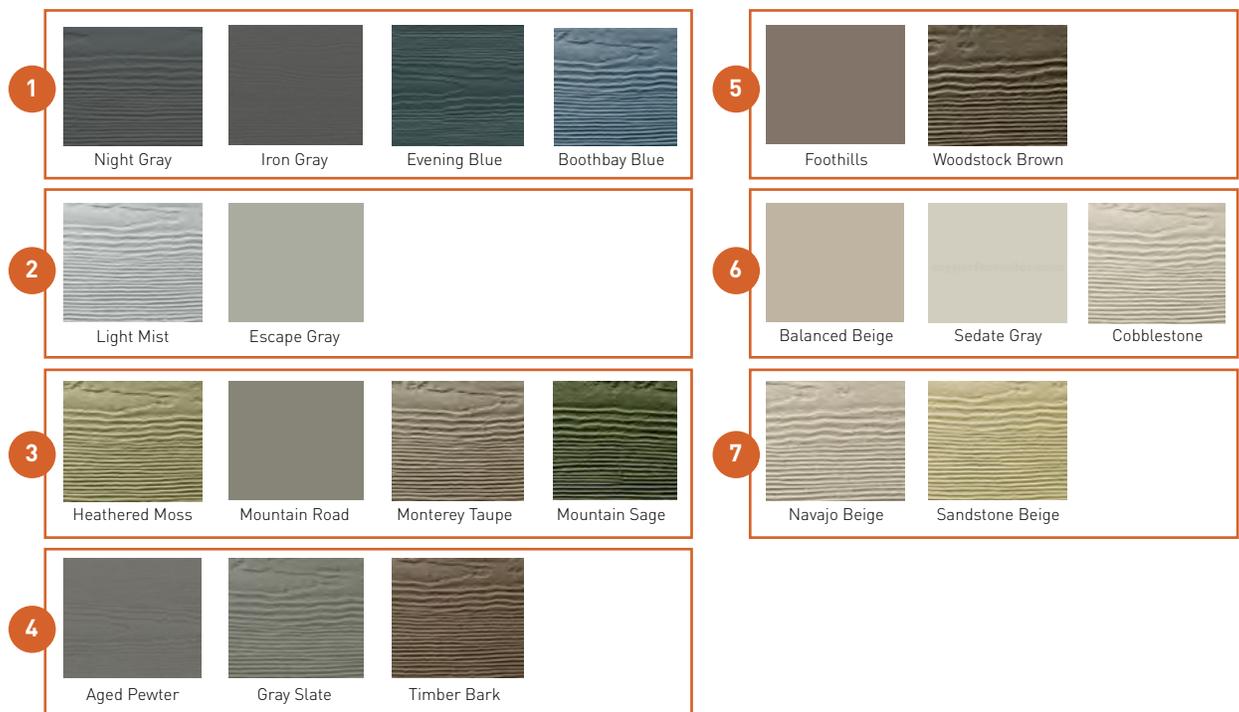
Single-Family Homes

Color is a critical element for creating the ambiance of the overall community. A well-designed color palette should be based on natural elements. Appropriate use of color will bring unity to each neighborhood and help establish a sense of community.

All exterior colors shall be compatible with the architectural style of each dwelling. Bright, artificial colors such as pastels, neons, fluorescents, etc. shall not be allowed.

Each builder shall present exterior paint color groupings to the WDRC for approval before construction begins in a neighborhood. Each individual color shall be grouped with other colors that are similar in hue and tone. Color groupings make it easier to track and regulate product mix rules, so that homes next to each other do not look the same or too similar to the home next door or right across the street. The product mix rule also applies to home design/elevation combinations.

Since grouping similar colors together is subjective, the following diagram offers an example of color groupings that are acceptable at Wildflower.



Type 4 Townhomes, Apartments, and Condos

The surrounding community and architectural style within Wildflower will have a big impact on color choices. Exterior building colors on multi-family residences shall be compatible within individual neighborhoods and to adjacent buildings. Therefore, the same rules that apply to single-family homes also apply to Type 4 homes. Enriched earth tones and cool colors are encouraged, while bright, fluorescent, or neon shades are not allowed.

Multi-family residences can be overwhelming in size. A compatible color palette with three or four different combinations per complex is suggested so that buildings next to each other are a slightly different color scheme. The right colors can give balance, scale, and visual relief to an otherwise intimidating building. The following colors are example color palettes that can be used together within a multi-family community.



EXAMPLE COLORS - 01



Front Door
Kwal
Raccoon CL3176N



Soffit, Fascia, Trim
Hardie Color Plus
Arctic White



Hardie - Color 1
Hardie Color Plus
Boothbay Blue



Hardie - Color 2
Hardie Color Plus
Sandstone Beige

EXAMPLE COLORS - 02



Front Door
Kwal
Jumpsuit CL2986A



Soffit, Fascia, Trim
Hardie Color Plus
Arctic White

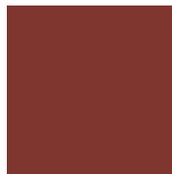


Hardie - Color 1
Hardie Color Plus
Heathered Moss



Hardie - Color 2
Hardie Color Plus
Sandstone Beige

EXAMPLE COLORS - 03



Front Door
Sherwin Williams
Fireweed SW6328



Soffit, Fascia, Trim
Hardie Color Plus
Arctic White



Hardie - Color 1
Hardie Color Plus
Timber Bark



Hardie - Color 2
Hardie Color Plus
Sandstone Beige



Native Regional Suitability

The color palette established for Wildflower is based on the native and natural hues found in the landscape and flowers on the property and the surrounding area. Approved colors include earth tones, as well as saturated colors found naturally in mountainous and prairie landscapes.

Stylistic Appropriateness

The colors used at Wildflower should reflect the architectural styles being offered at Wildflower. Fewer colors on individual buildings are typically more appropriate than incorporating a large variety of colors. This keeps homes from distracting from the overall ambiance of the community.

Community Cohesiveness

The relationship of colors between neighboring homes is critical when selecting the overall palette for a group of homes or buildings within a townhome community. A sense of flow is created by balancing building elements, which have similar tones across many buildings, yet incorporate a variety of color elements, making each home unique.

Main Body and Trim

A sense of flow is created by requiring similar color tones on building elements such as trim, soffits, fascia, and garage doors throughout the community. Uniqueness may be expressed by incorporating a larger variety of colors on the main body of the home.

Roofing Colors and Materials

It is especially important to consider the value of even slight color variations that can be found within materials such as roofing shingles. These added variations can encourage even more diversity and architectural interest within each neighborhood, as well as throughout the community.



Community Architectural Standards

Master Owners Association

In accordance with *The City's Vested Laws*, a Master Home Owners Association (HOA) has been established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Wildflower Community. Where required, typically in multi-family areas in later phases, sub-HOAs will be established to address area-specific costs.

Design Guidelines

The design guidelines for Wildflower were established to encourage a high level of design quality and variety, while promoting compatibility within and between residential neighborhoods. The architectural character and form of each home contributes an essential part of the community's desired ambiance and image. The *Home Design Guidelines Handbook* contains *General Design Criteria*, which addresses a variety of design requirements applicable to all residential product types and styles, as well as specific *Product Design Criteria*, which addresses additional requirements applicable to each of the *Recommended Architectural Styles*.

Builders are required to understand and apply the design principles established in the *Home Design Guidelines Handbook*, as well as follow the procedures in the process documents provided.

Wildflower Design Review Committee (WDRC)

The goal of the WDRC is to ensure Wildflower is a pleasant, desirable, and sustainable community, with a harmonious design concept. The WDRC protects and promotes the present and future values of the Wildflower development. All exterior architectural building elevations, materials, colors, landscaping designs, fencing details, and signage within Wildflower shall be subject to a design review and approval process established by the Wildflower Design Review Committee.

The WDRC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The WDRC shall consist of representatives of the Master Developer, as well as a selected team of design professionals, planners, engineers, architects, and/or contractors. The Master Developer shall retain the right to retain or replace members of the WDRC at its discretion.



06 Conceptual Plans

Natural Resources Inventory

Slopes

Slopes greater than 30% equals approximately 26.6 acres. For the purpose of determining sensitive lands area, incidental and isolated areas over 30% have not been included. It is anticipated, during mass grading, that all of these areas will be graded or protected by erosion control methods. **Due to the man-made nature of many of the existing slopes, it is anticipated that significant areas will be mass graded in order to consolidate building areas, provide safe slopes, and provide access. Therefore, slope areas of between 30% and 50% will be allowed in the open space area between Camp Williams and Village Plan 7.**

Soils

A Geotechnical Investigation has been conducted for the eastern portion of the wildflower development by Infinity Consultants, dated January 17, 2014. It is anticipated that the additional parcels within the Wildflower development will have similar soil characteristics. Excerpts from the investigation include:

1. The subsurface soils encountered at the site consist primarily of sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and Clayey sands (SC) were found interspersed with Clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, while layers of gravel are frequently found in the subsurface soils.
2. No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
3. It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed, natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural, undisturbed, well graded sands, gravels, or at least 1 foot of compacted structural fill, may be designed for a net allowable bearing pressure of 1,500 PSF. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clay may be designed for a net allowable pressure of 1,500 PSF. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravel may be designed for a net allowable pressure of 1,800 PSF.
4. At the time of the site investigation was conducted, vegetation at the site consisted primarily of sage brush, with farmed and fallow fields, native grasses and weeds, were present around the perimeter of the fields.
5. Based on the information collected during our field investigation and subsequent laboratory testing, we anticipate that collapse-susceptible soils will not be encountered during construction.
6. No active faults are mapped to extend through or near the property. The closest mapped fault to the site lies beneath Utah Lake, located approximately 4.5 miles to the south. [Machette, 1992]



7. Roadway design to be based on current City Standard with CBR test results to be provided by the geotechnical engineer at the anticipated roadway subgrade elevation.

Wetlands

No wetlands exist on this site.

Special Protection Areas

A phase I environmental site assessment has been conducted for the wildflower development by Infinity Consultants, dated December 12, 2013. The conclusion of this assessment states:

1. "The subject property consists of open, unused land with no structures. There has not been any historic use of the property that is inconsistent with its current use. There is no evidence of current or past use, storage, or production of hazardous chemicals or petroleum products at environmentally significant levels on the subject property."
2. In the opinion of Infinity Consultants, this assessment has provided no evidence of "recognized environmental conditions," as defined by the ASTM standard, in connection with the subject property. Therefore, it can be concluded that no further action is required."
3. The full phase I environment site assessment is to be submitted separately and available for further detail.

Existing storm water channels contained within the property may be amended and/or piped to address location, flow, and safety.

Dams and Canals

No dams exist above this site. The Provo Reservoir Canal clips the far northeast and southeast corners of the property.

Shrubs, Trees, and Wildlife

Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened, or rare flora or fauna are known to exist on the site. Any trees greater than 1" caliper removed during grading operations will be replaced within the development with like kind or better, 1" caliper minimum.

Flood Plain Data

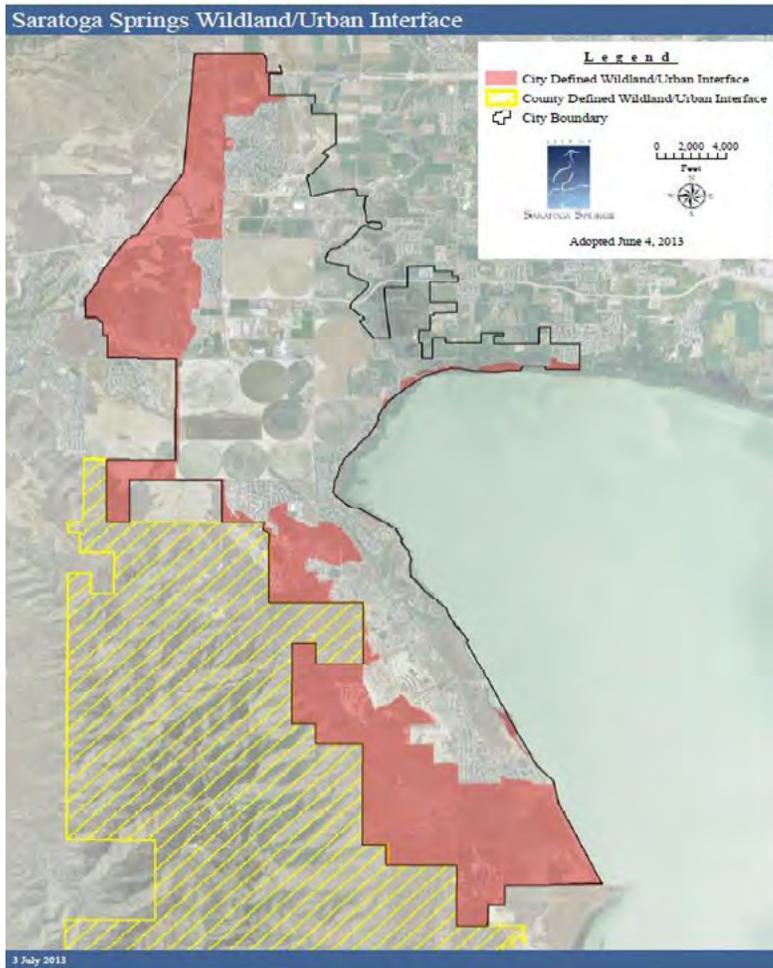
Area project area is within flood zone "X" as shown as shown on firm maps 4955170105b (July 17, 2002) and 4955170115b (July 17, 2002).

Mitigation Requirement

If areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation shall be completed prior to development, i.e. soil stabilization, environmental hazards, etc.



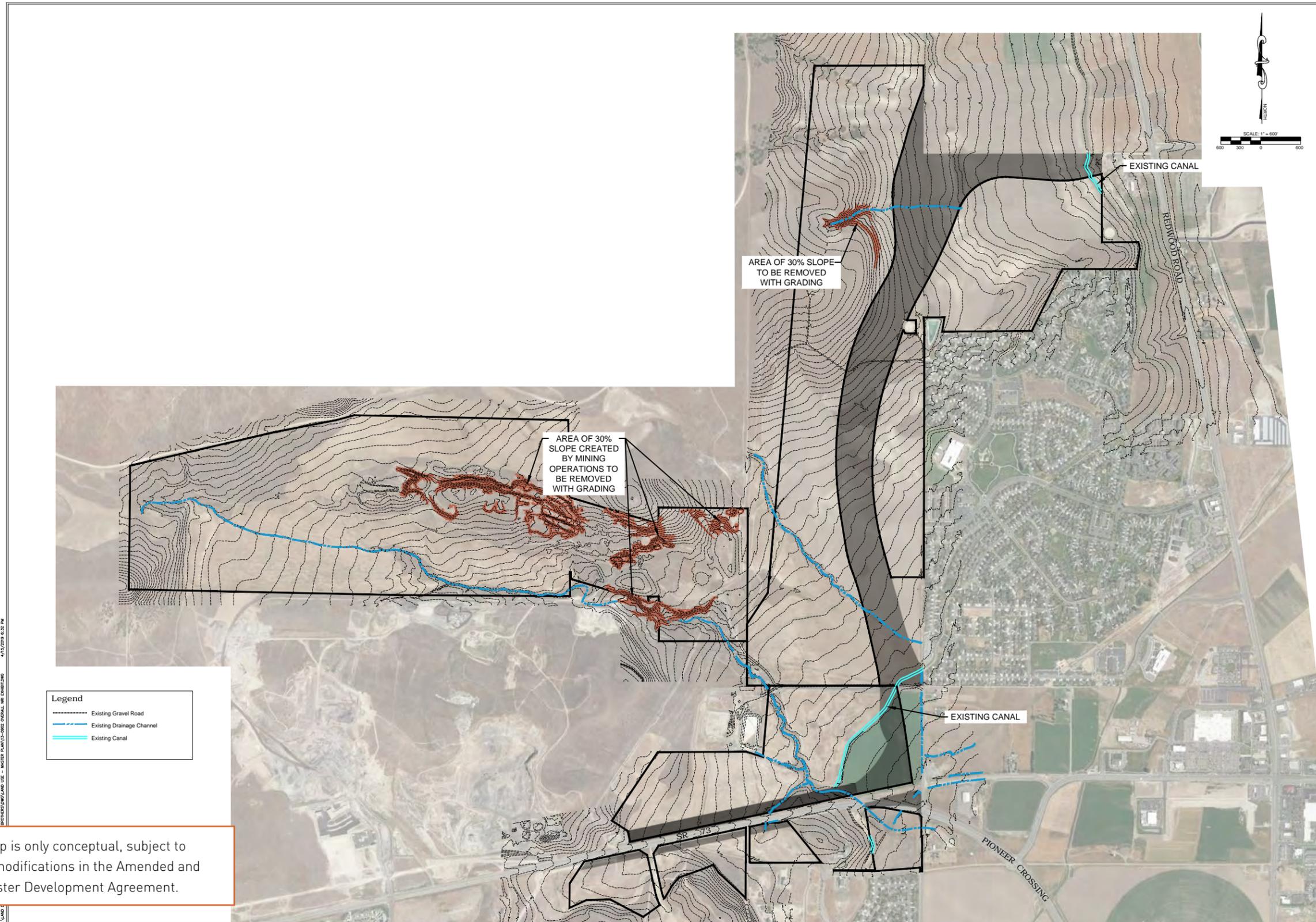
Wildland/Urban Interface



Fire Protection Plan

The project lies entirely within the City defined Wildland/Urban Interface. At the time a preliminary plat is submitted, a Fire Protection Plan in accordance with the Wildland/Urban Interface Code shall be prepared to assess site specific wildfire risk. This assessment includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management. Feasibility of the Fire Protection Plan will be reviewed at time of preliminary plat and full details finalized before a final plat is approved.





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

- A Utah Corporation -
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WILDFLOWER
 SARATOGA SPRINGS, UTAH

NATURAL RESOURCES INVENTORY PLAN

REVISIONS
1
2
3
4
5

LEI PROJECT #: 2017-0032
 DRAWN BY: BDS
 CHECKED BY: GDM
 SCALE: 1" = 600'
 DATE: 4/15/2019
 SHEET

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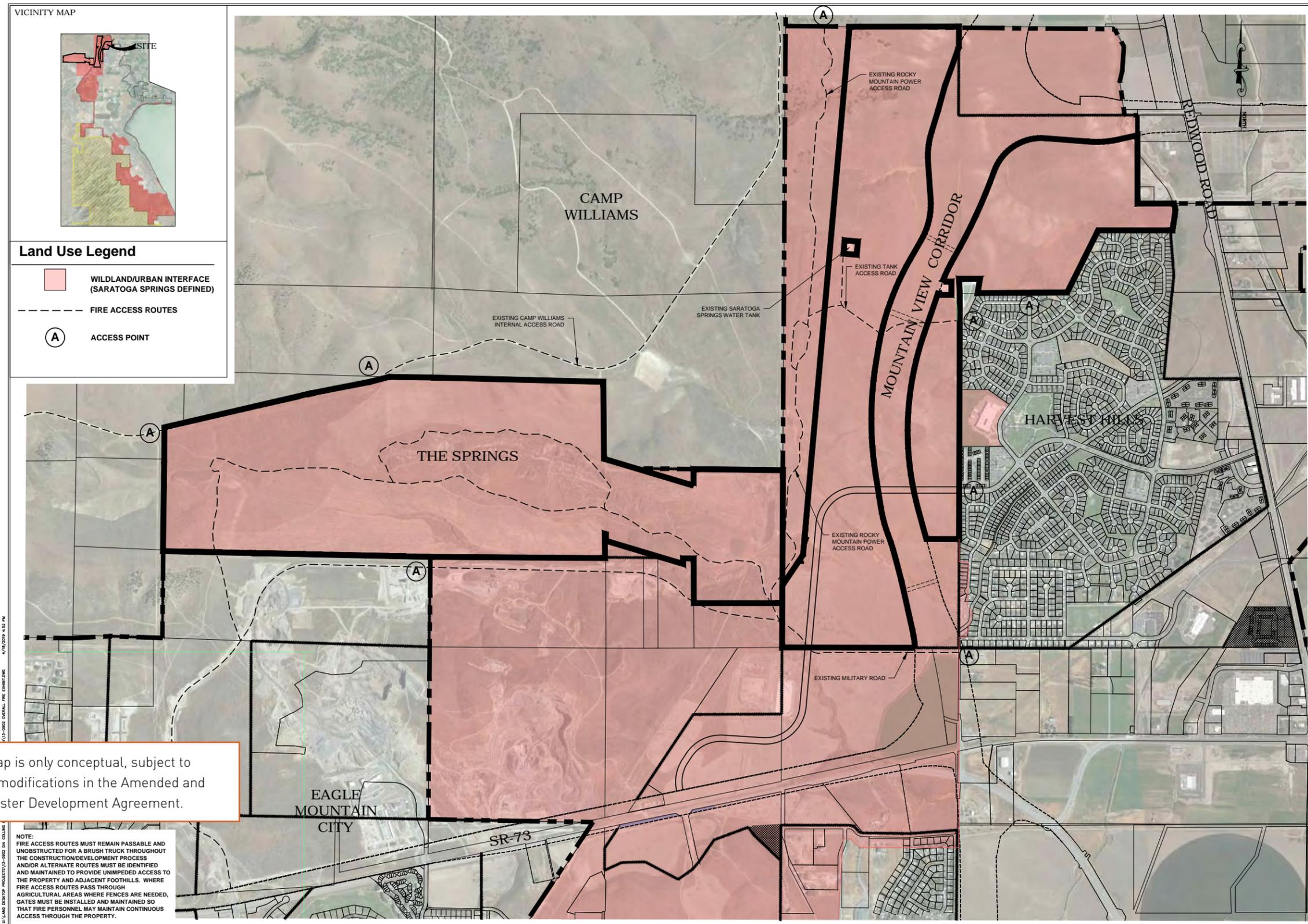


Environmental Site Assessment

An Environmental Site Assessment was conducted by Infinity Consultants. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

1. Utilities such as water, sewer, electricity and gas are available in the streets of the Harvest Hill Subdivision to the east of the Subject Property. Capacity needs to be verified.
2. Surficial soils were visually inspected and appear to be sandy silts with gravel and boulders at higher elevations. The property is covered by native grasses, weeds, and plowed fields.
3. The property slopes gradually and changes several hundred feet from its high point in the west to lowest points in the southeast. The slope is much steeper in the northwest and west areas.
4. An irrigation canal runs through the Subject Property at two locations, First in the southern part of the property just north of and then crossing Cedar Fort Road, then second in the northeast portion of the property.
5. All drainages crossing the property seem to end at the irrigation canal.
6. There are high power electrical transmission lines bordering the center of our project.
7. There are no constructed structures on the entire property or evidence of past structures.
8. The Central Utah Water Conservancy District is currently constructing a large drinking water storage tank just west of the Subject Property at about 8800 North. Buried drinking water pipes are being installed across the Subject Property to supply this tank.





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



**ENGINEERS
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WILDFLOWER - SPRINGS
SARATOGA SPRINGS, UTAH
FIRE ACCESS PLAN

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DATE:
4/18/2019

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APPENDIX

A1 Engineering Standards Specific to Wildflower

A2 Approved Master Utility and System Plans

A3 Open Space Concept Exhibits

A4 Master Utilities Plan (Provided as Separate Document)

A1 Engineering Standards Specific to Wildflower

1. It is understood that a permanent, paved access road is required for all utilities. However, in case of temporary installation conditions, such as extension of utilities through future phases of developments, a temporary all-weather surface is sufficient. A 12 foot access road shall be constructed to all manholes and shall be capable of supporting H-20 loading as determined by a geotechnical engineer.
2. Sewer Mains shall be located as indicated on the City's Standard drawings and shall be located in ROW, dedicated open spaces, private open spaces or 20 foot wide easement.
3. The maximum operating pressure for the water system in the home is to be 110 psi unless otherwise approved by the City Engineer.
4. Use 2019 standards for piping.
5. ~~18' driveways are allowed.~~
6. All city approvals to be effective for 12 months from the approval date.
7. Mass grading to conform to 2019 standards. **Including the Hillside Ordinance**
8. Clear sight triangle to conform to AASHTO standards.



Title 19

1. **Clear Sight Triangles Section 19.06.11** should be updated to conform to AASHTO standards.
2. Parking
 - a. ~~**Parking Space Requirements Section 19.09.10** for multi-family should allow for a covered stall rather than only enclosed.~~
3. Hillside Development
 - a. **Section 19.10.03.4.e** to be updated to allow up to a 30% slope with reseeding and properly prepared grading with erosion control matting required above 30% slope.
 - b. ~~**Section 19.10.04.2** to be updated to allow grading of slopes greater than 30% if included in an overall mass grading plan. It is too restrictive to not allow a change in existing slopes over 30%. Mass grading will presented and approved through standard City processes.~~
 - c. **Section 19.10.04.5** should be eliminated.
 - d. **Section 19.10.04.7** should include "unless appropriate retaining walls are constructed."
 - e. ~~**Section 19.10.04.9.a** to be updated to "The grade of man-made slopes shall not exceed 50 percent or a 2:1 slope."~~
 - f. **Section 19.10.04.10.a** to be updated to allow retaining walls up to 10 feet.
 - g. **Section 19.10.04.18.c** to be updated to "...shall be set back 30 feet from the center line..."
4. 19.12 Subdivisions
 - a. ~~**Section 19.12.06.2.f** to be updated to "Corner lots for residential use shall be platted with sufficient width to accommodate the approved side street setback."~~



A2 Approved Master Utility and System Plans

Transportation

The Roadway Master Plan exhibit on the following pages shows a network of thoroughfares and identifies specific types of roadways. Multi-modal transportation elements focus on sustainable and well-designed, pedestrian-oriented neighborhoods and thoroughfares. See exhibits for proposed roadway sections for arterial, collector, and local roads.

Secondary Access

Secondary access requirements shall be met and addressed through phasing so that no more than 50 lots may be constructed on any existing road until a second access is provided per *The City's Vested Laws*.

Traffic Impact Introduction

Hales Engineering conducted a traffic study of the project area, with the most recent version updated on August 15, 2018. This study addresses the traffic impacts associated with the proposed Wildflower development located in Saratoga Springs, Utah. The proposed project is located west of Redwood Road and mainly north of SR-73 in the north-western part of Saratoga Springs.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways near the site. Future 2024 and 2040 conditions were also analyzed.

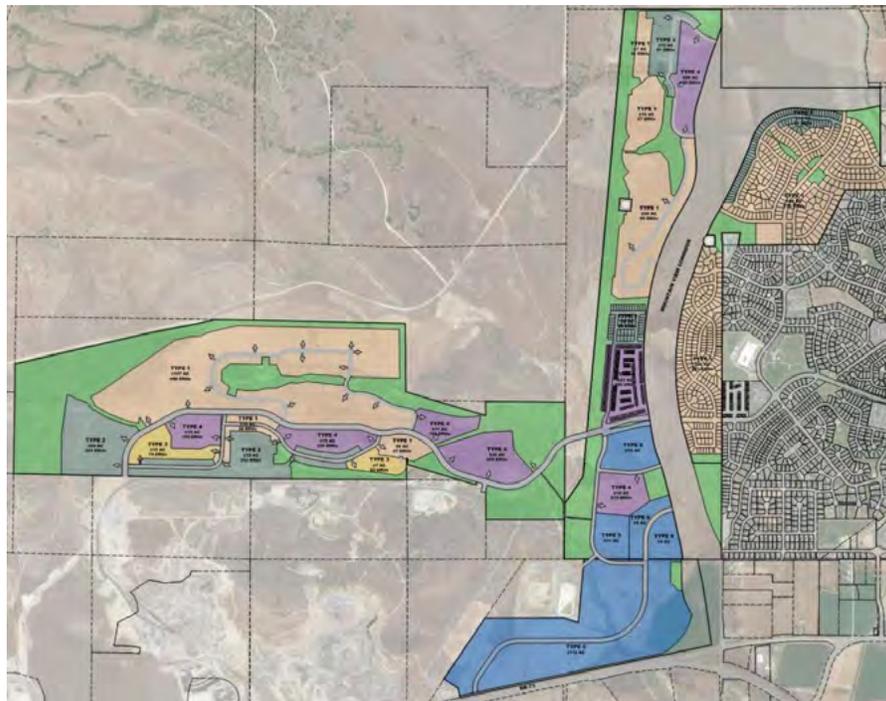
The following pages include excerpts from the traffic study including the executive summary, summary of key findings and recommendations, memorandum, and appendix A and B. The complete study, in its entirety, is available for review.





Wildflower

Traffic Impact Study – Update II



Saratoga Springs, Utah

August 15, 2018

UT18-1281



1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Wildflower and The Springs developments located in Saratoga Springs, Utah. The proposed project is located west of Redwood Road and mainly north of SR-73 in the north-western part of Saratoga Springs.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways near the site. Future 2024 and 2040 conditions were also analyzed.

The evening peak hour level of service (LOS) was computed for each study intersection. The results of this analysis are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2.

TABLE ES-1A LOS Analysis - Evening Peak Hour Saratoga Springs - Wildflower TIS						
Intersection	Level of Service (Sec/Veh) ¹					
	Existing (2018) Background	Future (2024) Background	Future (2024) Plus Project (Existing Roads)	Future (2024) Plus Project (Future Roads)	Future (2040) Background	Future (2040) Plus Project (Future Roads)
Harvest Moon Drive / Providence Drive	A (1.5)	A (1.6)	F (>50.0)	A (2.0)	A (1.4)	A (1.7)
Harvest Moon Drive / Nectar Way	A (1.1)	A (1.3)	F (>50.0)	A (1.6)	A (1.4)	A (1.7)
Fall Harvest Drive / Harvest Moon Drive	A (3.1) / WB	A (3.5) / WB	F (>50.0) / SB	A (3.9) / WB	A (2.8) / WB	A (2.8) / WB
Fall Harvest Drive / Redwood Road (SR-68)	F (>50.0) / EB	F (>50.0) / EB	F (>50.0) / EB	A (7.3) / EB	A (9.0) / EB	A (9.3) / EB
Providence Drive / Harvest Hills Boulevard	A (2.5)	A (2.5)	F (>50.0)	A (3.6)	A (2.6)	A (3.9)
Harvest Moon Drive / Harvest Hills Boulevard	A (4.0)	A (4.0)	F (>50.0)	A (3.9)	A (3.7)	A (4.4)
Harvest Hills Boulevard / Redwood Road (SR-68)	C (26.6)	D (48.9)	F (>80.0)	B (13.9)	C (22.5)	C (24.4)
Aspen Hills Boulevard / Redwood Road (SR-68)	F (>50.0) / EB	F (>50.0) / EB	F (>50.0) / EB	D (28.8) / EB	D (34.0) / EB	E (36.2) / EB
Aspen Hills Boulevard / Foothill Boulevard	A (5.9) / WB	A (5.7) / WB	F (>50.0) / NB	-	-	-
Cory B Wride Memorial Highway (SR-73)	C (23.6)	C (24.9)	F (>80.0)	F (>80.0)	C (25.8)	D (36.3)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
Source: Hales Engineering, August 2018



TABLE ES-1B
LOS Analysis - Evening Peak Hour
Saratoga Springs - Wildflower TIS

Intersection	Level of Service (Sec/Veh) ¹					
	Existing (2018) Background	Future (2024) Background	Future (2024) Plus Project (Existing Roads)	Future (2024) Plus Project (Future Roads)	Future (2040) Background	Future (2040) Plus Project (Future Roads)
Tanuki Drive / SB Mountain View Corridor Frontage Road	-	-	-	E (44.9) / EB	-	A (7.4) / EB
Mountain View (South Access) / SB Mountain View Corridor Frontage Road	-	-	-	A (2.4) / EB	-	F (>50.0) / EB
Providence Drive / EB 2100 North Frontage Road	-	-	-	A (4.9) / NB	-	A (4.4) / NB
Harvest Moon Drive / NB Mountain View Corridor Frontage Road	-	-	-	B (15.9)	-	B (14.3)
Harvest Moon Drive / SB Mountain View Corridor Frontage Road	-	-	-	D (34.6) / WB	-	A (8.4)
RIRO 10 / SB Mountain View Corridor Frontage Road	-	-	-	A (2.8) / EB	-	C (22.5) / EB
Harvest Hills Boulevard / NB Mountain View Corridor Frontage Road	-	-	-	C (22.3)	-	D (43.5)
Harvest Hills Boulevard / SB Mountain View Corridor Frontage Road	-	-	-	D (38.4)	-	C (33.9)
Tanuki Drive / Harvest Hills Boulevard	-	-	-	D (30.3) / SB	-	F (>50.0) / SB
RIRO 1 / SB Mountain View Corridor Frontage Road	-	-	-	A (3.5) / EB	-	D (35.6) / EB
Mount Saratoga Road / NB Mountain View Corridor Frontage Road	-	-	-	C (22.2)	-	C (22.0)
Mount Saratoga Road / SB Mountain View Corridor Frontage Road	-	-	-	D (40.7)	-	C (27.8)
Tanuki Drive / Mount Saratoga Road	-	-	-	A (3.2) / EB	-	A (1.3) / NB
RIRO 2 / SB Mountain View Corridor Frontage Road	-	-	-	A (3.0) / EB	-	B (16.5) / EB
RIRO 3 / SB Mountain View Corridor Frontage Road	-	-	-	D (28.3) / EB	-	C (25.2) / EB
West Road / Mount Saratoga Road	-	-	-	A (5.5) / EB	-	A (6.6) / EB
RIRO 4 / WB SR-73 Frontage Road	-	-	-	A (2.5) / SB	-	D (28.9) / SB
RIRO 5 / WB SR-73 Frontage Road	-	-	-	A (2.9) / SB	-	E (46.3) / SB
Hillside Drive / WB SR-73 Frontage Road	-	-	-	A (2.3) / SB	-	F (>50.0) / SB
RIRO 6 / WB SR-73 Frontage Road	-	-	-	A (3.1) / SB	-	F (>50.0) / SB
Mount Saratoga Road / WB SR-73 Frontage Road	-	-	-	C (25.4)	-	C (22.1)
Mount Saratoga Road / EB SR-73 Frontage Road	-	-	-	C (25.4)	-	C (22.5)
RIRO 7 / EB SR-73 Frontage Road	-	-	-	A (3.4) / NB	-	E (36.2) / NB
Hillside Drive / EB SR-73 Frontage Road	-	-	-	A (2.4) / NB	-	D (27.2) / NB
RIRO 8 / EB SR-73 Frontage Road	-	-	-	A (3.1) / NB	-	B (15.4) / NB
RIRO 9 / EB SR-73 Frontage Road	-	-	-	A (3.2) / NB	-	F (>50.0) / NB
West Road / Harvest Hills Boulevard	-	-	-	C (19.5) / NB	-	A (0.9) / WB
Harvest Hills Boulevard / Ranches Parkway	-	-	-	C (27.2)	-	C (24.9)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the w orst approach for all other unsignalized intersections.
Source: Hales Engineering, August 2018



TABLE ES-2
Recommended Storage Lengths
Saratoga Springs - Wildflower TIS

Intersection	Storage Length (feet)							
	Northbound		Southbound		Eastbound		Westbound	
	LT	RT	LT	RT	LT	RT	LT	RT
Redwood Road (SR-68) / Harvest Hills Boulevard	300	--	150	100	300	175	150	100
Redwood Road (SR-68) / Aspen Hills Boulevard	--	--	--	--	225	200	--	--
NB Mountain View Corridor Frontage Road / Cory B Wride Memorial Highway (SR-73)	350	175	--	--	150	--	--	825
SB Mountain View Corridor Frontage Road / Cory B Wride Memorial Highway (SR-73)	--	--	325	225	--	--	350	--
NB Mountain View Corridor Frontage Road / Harvest Moon Drive	--	--	--	--	175	--	--	--
SB Mountain View Corridor Frontage Road / Harvest Moon Drive	--	--	--	--	--	--	100	--
NB Mountain View Corridor Frontage Road / Harvest Hills Boulevard	225	--	--	--	225	--	--	250
SB Mountain View Corridor Frontage Road / Harvest Hills Boulevard	--	--	325	225	--	150	325	--
SB Mountain View Corridor Frontage Road / RIRO 1	--	--	--	--	--	200	--	--
NB Mountain View Corridor Frontage Road / Mount Saratoga Road	225	--	--	--	150	--	--	--
SB Mountain View Corridor Frontage Road / Mount Saratoga Road	--	--	--	125	--	--	175	--
SB Mountain View Corridor Frontage Road / RIRO 2	--	--	--	--	--	--	--	--
Cory B Wride Memorial Highway (SR-73) / RIRO 5	--	--	--	150	--	--	--	--
Cory B Wride Memorial Highway (SR-73) / Hillside Drive	--	--	--	175	--	--	--	--
Cory B Wride Memorial Highway (SR-73) / RIRO 6	--	--	--	225	--	--	--	--
Mount Saratoga Road / Cory B Wride Memorial Highway (SR-73) / RIRO 7	300	350	175	100	250	125	225	--
EB Cory B Wride Memorial Highway (SR-73) / Hillside Drive / Cory B Wride Memorial Highway (SR-73)	--	150	--	--	--	--	--	--
Cory B Wride Memorial Highway (SR-73) / RIRO 9	--	275	--	--	--	--	--	--
Cory B Wride Memorial Highway (SR-73) / Harvest Hills Boulevard	150	--	--	--	--	--	300	100
Ranches Parkway / Cory B Wride Memorial Highway (SR-73)	--	300	--	--	125	150	--	--

Source: Hales Engineering, August 2018



SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

Existing (2018) Background

- The Fall Harvest Drive / Redwood Road (SR-68) intersection and the Aspen Hills Boulevard / Redwood Road (SR-68) intersections are currently operating at LOS F.
 - The poor levels of service at these intersections can be attributed to the difficulty of executing a left-turn movement from a stop-controlled approach onto a busy roadway during peak traffic periods.
 - The Aspen Hills Boulevard / Redwood Road (SR-68) intersection does not currently satisfy the minimum criteria of the peak hour signal warrant. It is recommended that conditions at this intersection be monitored and that a traffic signal be installed when warranted.
 - In interest of safety, it is recommended that prohibiting left-turn movements at the Fall Harvest Drive / Redwood Road (SR-68) be considered. It is also recommended that as the vacant land north of Fall Harvest Drive develops, connectivity be established between Fall Harvest Drive and 2400 North (the location of the future signal). This would allow for vehicles that previously turned left at Fall Harvest Drive to divert to Harvest Hills Boulevard or 2400 North, which will both be signalized in the future.
- All other study intersections are currently operating at LOS C or better.

Future (2024) Background (Existing Roads)

- This scenario assumes no roadway improvements or new roads within the study area. Therefore, it was assumed that the portion of Mountain View Corridor that is planned had not been built.
- The Fall Harvest Drive / Redwood Road (SR-68) intersection and the Aspen Hills Boulevard / Redwood Road (SR-68) intersections are anticipated to continue operate at LOS F in this scenario despite limiting left-turn movements. This is a result of congestion on Redwood Road (SR-68) increasing in 2024.
- All other study intersections are anticipated to operate at acceptable levels of service.

Future (2024) Plus Project (Existing Roads)

- This scenario adds full project traffic to the roadway network that currently exists in 2018 without any future improvements.
- It is anticipated that all existing intersections will operate at LOS F for these future (2024) plus project condition with only the existing roadways.



- In this scenario it is anticipated that 95th percentile queues would extend hundreds of feet at each existing intersection. These queues would extend through roundabouts in the Harvest Hills development causing grid lock for many turning movements.
- Without another north/south arterial (Mountain View Corridor) in Saratoga Springs, it was assumed that all north and south traffic volumes would travel through the existing roads in the Harvest Hills community. Should this scenario occur in 2024 plus project conditions, Harvest Moon Drive, Providence Drive, and Fall Harvest Drive would need to increase their respective capacities to accommodate evening peak hour traffic. Alternatively, another north/south arterial west of the Harvest Hills community would allow project traffic to travel with minimal impact to the existing Harvest Hills community.

Future (2024) Plus Project (Future Roads)

- This scenario assumed all future roadway improvements that are planned in the study area including construction of the Mountain View Corridor Frontage roads and widening Cory B Wride Memorial Highway (SR-73) to a seven-lane cross section.
- It is anticipated that the Foothill Boulevard – Mountain View Corridor Frontage Roads / Cory B Wride Memorial Highway (SR-73) intersection will operate at LOS F in evening peak hour traffic conditions.
 - In 2024 conditions, Hales Engineering recommends dual left-turn lanes on the southbound approach, and three thru-lanes in the east/west direction. These improvements are recommended in addition to the existing intersection design shown in the Mountain View Corridor Interactive Map on the UPlan website.
 - The anticipated entering traffic volumes at the Mountain View Corridor Frontage Roads / Cory B Wride Memorial Highway (SR-73) intersection are over the capacity of a signalized intersection. A freeway interchange between these two state roadways should be implemented.

Future (2040) Background

- All existing intersections are anticipated to operate at acceptable levels of service during the evening peak hour.

Future (2040) Plus Project

- The following intersection are anticipated to operate at LOS E or LOS F in future (2040) plus project conditions:
 - Aspen Hills Boulevard / Redwood Road (SR-68)
 - RIRO 5 / WB Cory B Wride Memorial Highway (SR-73)
 - RIRO 7 / EB Cory B Wride Memorial Highway (SR-73)
 - Mountain View (South Access) / SB Mountain View Corridor Frontage Road
 - Tanuki Drive / Harvest Hills Boulevard



- Hillside Drive / WB Cory B Wride Memorial Highway (SR-73)
- RIRO 6 / WB Cory B Wride Memorial Highway (SR-73)
- RIRO 9 / EB Cory B Wride Memorial Highway (SR-73)
- Many of the stop-controlled project access roads are anticipated to operate at LOS E or LOS F in plus project conditions. As required by Administrative Rule R930-6 acceleration and deceleration lanes will help in reducing vehicle delay and improve safety for unsignalized project access onto frontage roads.
- It is anticipated that eastbound 95th percentile queues at the SB Mountain View Corridor Frontage Road / EB Cory B Wride Memorial Highway (SR-73) Frontage Road intersection may block RIRO 9 causing this access to fail.
- Harvest Hills Boulevard is anticipated to experience queues of several hundred feet on the eastbound and westbound approaches near Mountain View Corridor.



MEMORANDUM

Date: April 19, 2019
To: Daniel Herzog
From: Hales Engineering



Subject: Saratoga Springs – Wildflower Comment Response Memo

UT18-1281

This memorandum addresses the comments made by Saratoga Springs City Staff regarding the traffic impact study (TIS) completed for the proposed Wildflower development dated August 15, 2018.

Foothill Boulevard

The comment from Staff regarding Foothill Boulevard reads as follows:

“Foothill Blvd should not be confused with MVC. Foothill Blvd begins south of SR-73. Please remove this reference to Foothill Blvd.”

After further discussions with Staff, it was clarified that the City wishes to differentiate Foothill Boulevard from Mountain View Corridor (MVC) since one is maintained by the State (MVC) and the other is maintained by the City (Foothill Boulevard).

The reason that both Foothill Boulevard and MVC are used in the nomenclature for the intersection in question is that both Foothill Boulevard and MVC are part of this intersection; foothill Boulevard constitutes the south leg and MVC will constitute the north leg. The roadways are labeled as such throughout the report (see Figure 5b and Figure 9b) as such. Removing the reference to Foothill Boulevard would imply the MVC is replacing Foothill Boulevard, which is not the case.

Recommended Mitigation Measures

The comment from Staff regarding recommended mitigation measures reads as follows:



Page 2 of 4

“The recommendations are sporadic. Describe recommended improvements to mitigate ALL of the impacts.”

After further discussions with Staff, it was decided that Hales Engineering would produce a map showing each recommendation and its location. This map is included in Appendix A.

Functional Classification

The comment from Staff regarding functional classification reads as follows:

“Provide a map showing recommended functional classifications for all of the proposed streets. This cannot wait until the village plan level.”

A map showing the recommended functional classifications is included in Appendix B.

If you have any questions regarding this memorandum, please feel free to contact us.



APPENDIX A

Recommended Mitigation Measures



APPENDIX B

Recommended Functional Classification





Functional Classification*

UDOT Road ▬

Three-Lane Arterial ▬

Three-Lane Collector ▬

Two-Lane Collector ▬

All streets not identified above are classified as local roads.

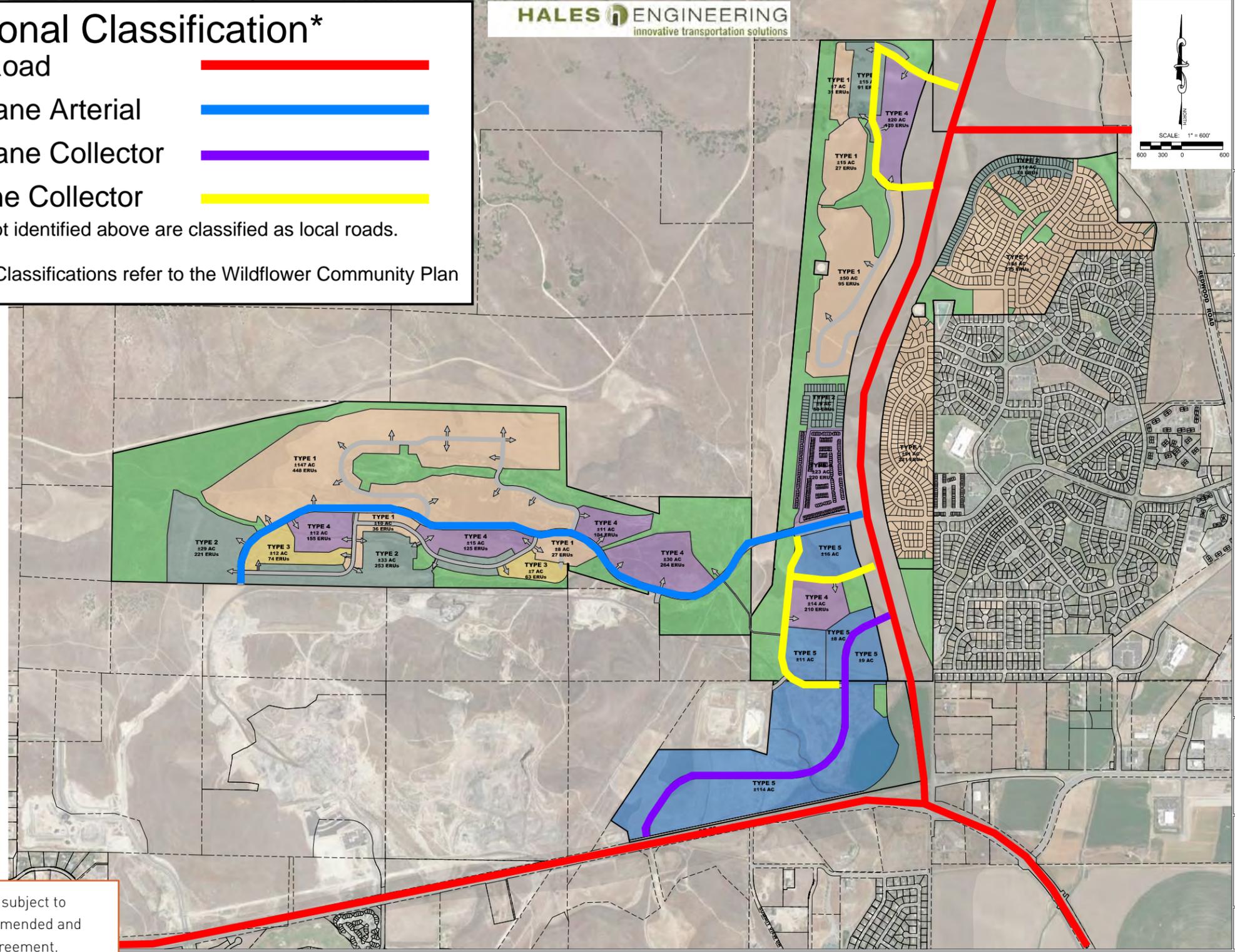
*Functional Classifications refer to the Wildflower Community Plan

HALES ENGINEERING
innovative transportation solutions

SCALE: 1" = 600'

800 300 0 600

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WILDFLOWER
SARATOGA SPRINGS CITY, UTAH
MASTER PLAN

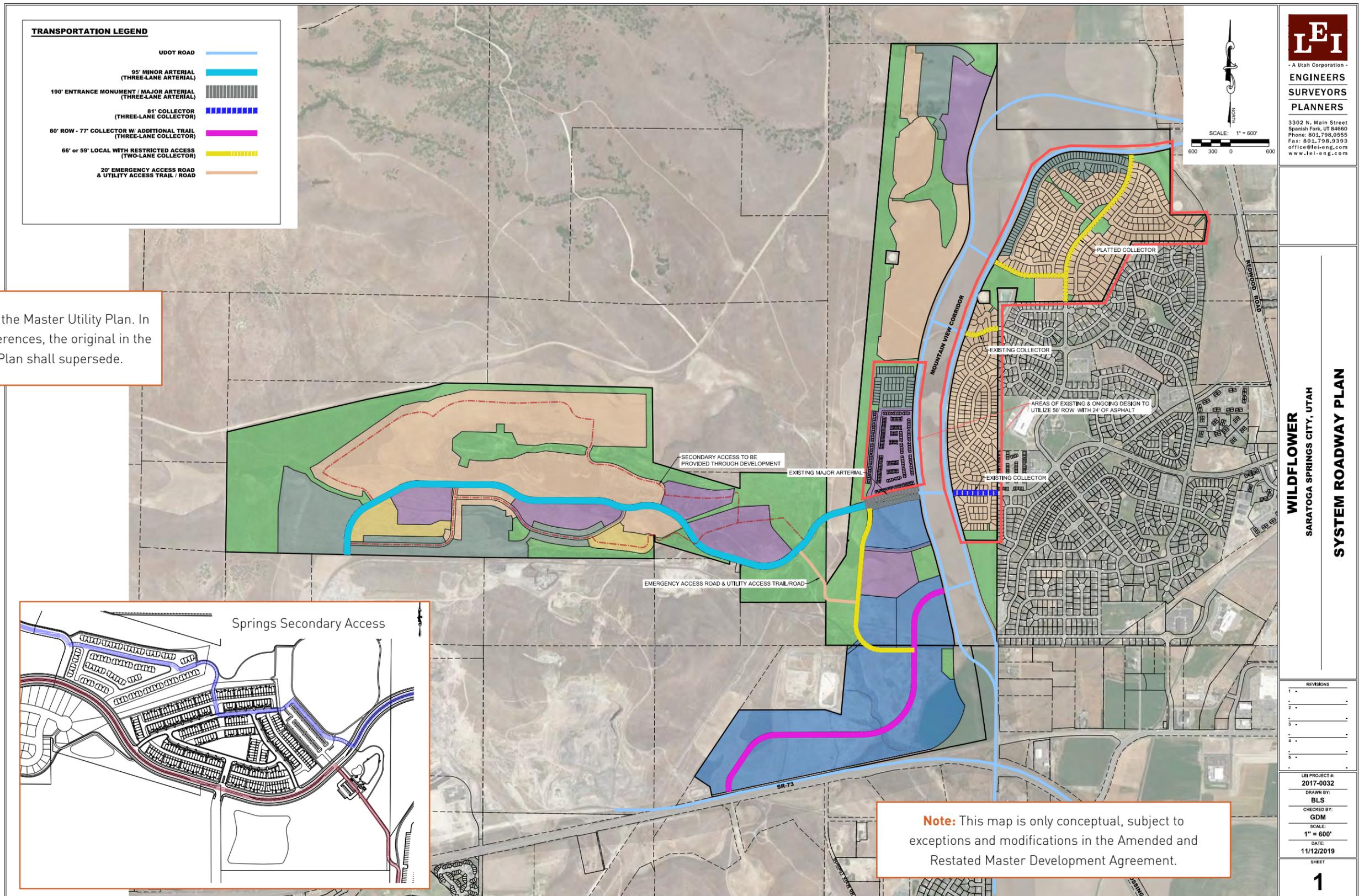
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Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.



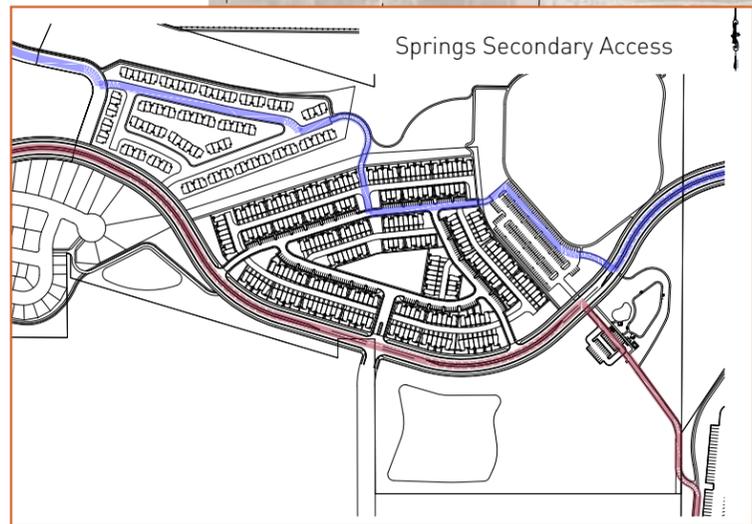
Roadway Master Plan Exhibit



TRANSPORTATION LEGEND

UDOT ROAD	
95' MINOR ARTERIAL (THREE-LANE ARTERIAL)	
190' ENTRANCE MONUMENT / MAJOR ARTERIAL (THREE-LANE ARTERIAL)	
81' COLLECTOR (THREE-LANE COLLECTOR)	
80' ROW - 77' COLLECTOR W/ ADDITIONAL TRAIL (THREE-LANE COLLECTOR)	
66' or 59' LOCAL WITH RESTRICTED ACCESS (TWO-LANE COLLECTOR)	
20' EMERGENCY ACCESS ROAD & UTILITY ACCESS TRAIL / ROAD	

This is a copy from the Master Utility Plan. In the case of any differences, the original in the Master Utility Plan shall supersede.



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

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WILDFLOWER
 SARATOGA SPRINGS CITY, UTAH
SYSTEM ROADWAY PLAN

REVISIONS

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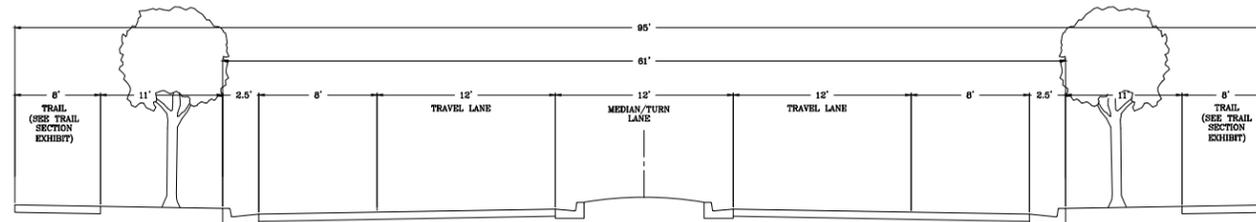
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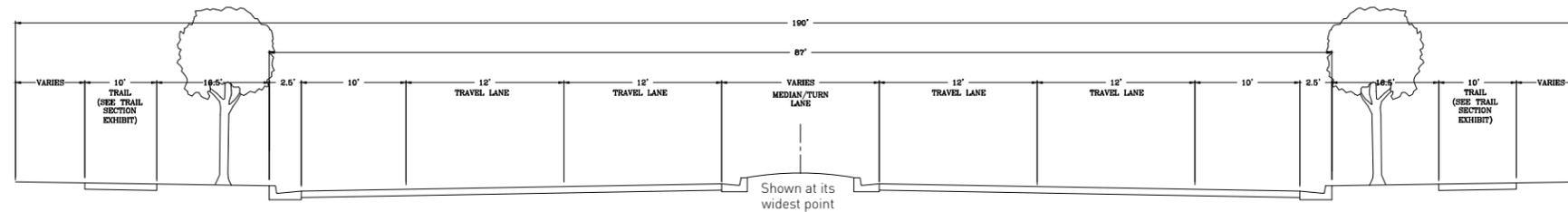


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**95' RIGHT-OF-WAY MINOR ARTERIAL ROADWAY CROSS SECTION
PER CITY DETAIL ST-10 (2019) W/ 8' TRAILS**



**EXISTING 190' RIGHT-OF-WAY / ENTRANCE MONUMENT MAJOR ARTERIAL ROADWAY CROSS SECTION
AS APPROVED WITH VILLAGE 3A PLAT A-1**

WILDFLOWER
SARATOGA SPRING, UTAH
ARTERIAL ROADWAY CROSS SECTIONS

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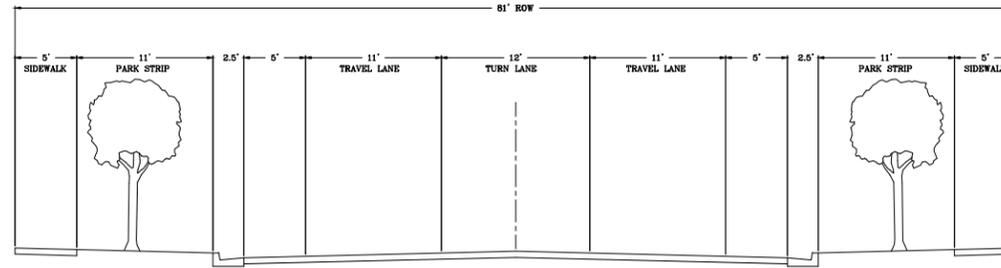
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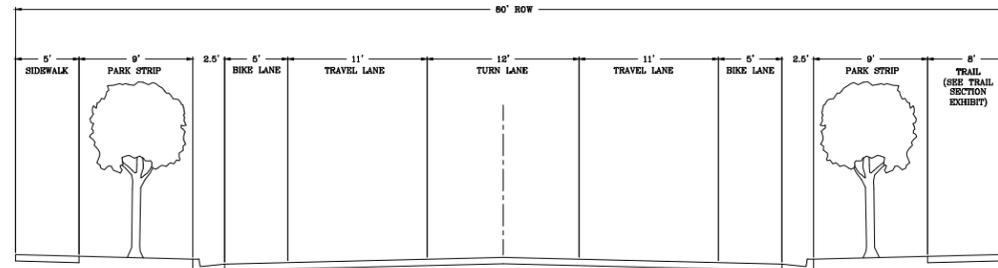




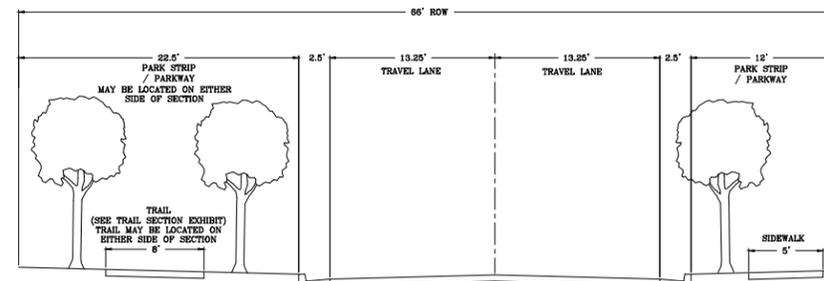
Collector Roadway Cross-Sections Exhibit



EXISTING 81' RIGHT-OF-WAY COLLECTOR ROADWAY CROSS SECTION



**80' RIGHT-OF-WAY COLLECTOR ROADWAY CROSS SECTION
PER CITY STANDARD ST-9 (2019) W/ 8' TRAIL**



**EXISTING / APPROVED 66' RIGHT-OF-WAY LIMITED ACCESS ROADWAY CROSS SECTION
(MATCHING EX PROVIDENCE & HARVEST MOON DR)**



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WILDFLOWER
SARATOGA SPRING, UTAH
COLLECTOR ROADWAY CROSS SECTIONS

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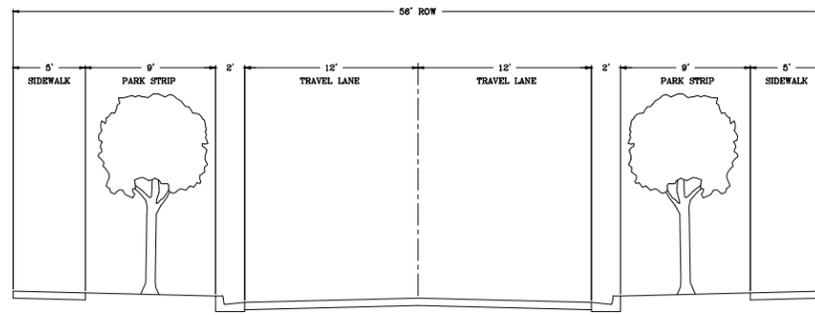
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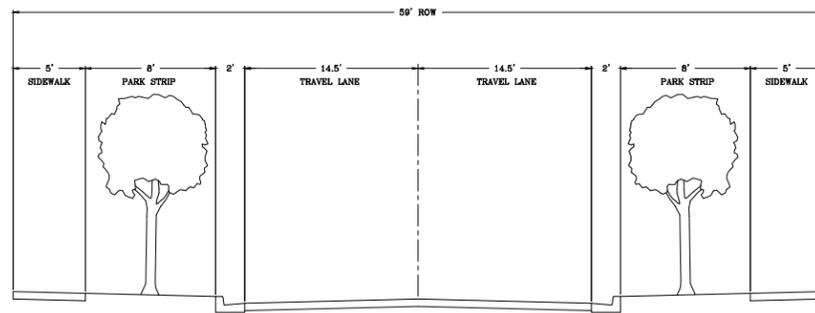


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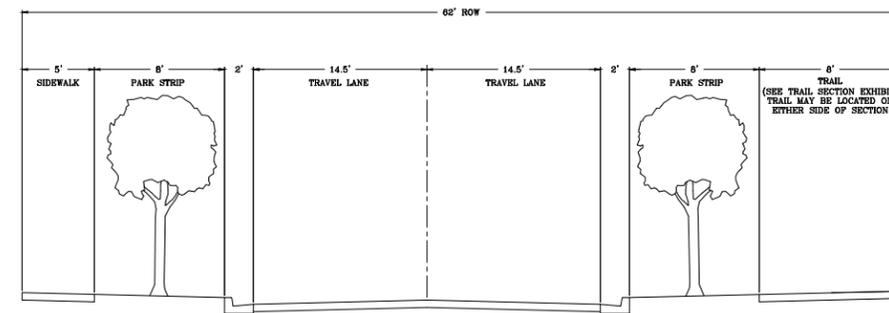
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**56' RIGHT-OF-WAY ROADWAY CROSS SECTION
PER CITY DETAIL ST-8 (2015)
ROADWAY ADOPTED WITH ORIGINAL WILDFLOWER COMMUNITY PLAN, TO BE UTILIZED IN AREAS THAT DESIGNS ARE UNDERWAY AND COMPLETED
SEE ROADWAY PLAN FOR AREAS**



**59' RIGHT-OF-WAY ROADWAY CROSS SECTION
PER CITY STANDARD ST-8 (2019)**



**62' RIGHT-OF-WAY ROADWAY CROSS SECTION
PER CITY STANDARD ST-8 (2019) W/ 8' TRAIL**

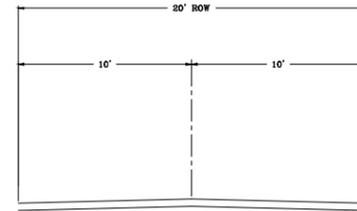
**WILDFLOWER
SARATOGA SPRING, UTAH
LOCAL ROADWAY CROSS SECTIONS**

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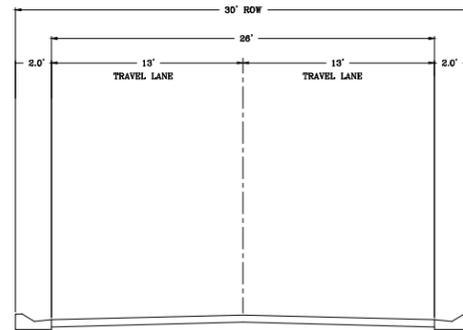
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EXHIBIT
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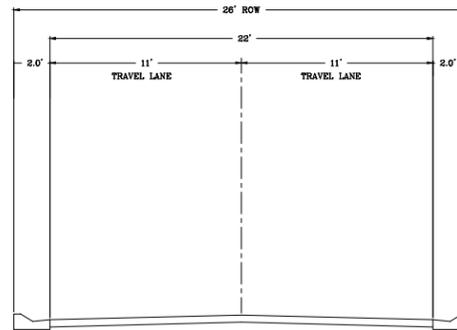




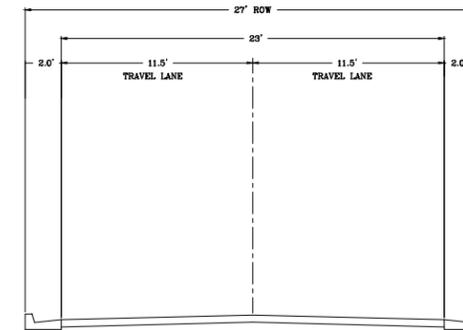
**20' EMERGENCY ACCESS ROAD
& UTILITY ACCESS TRAIL / ROAD**



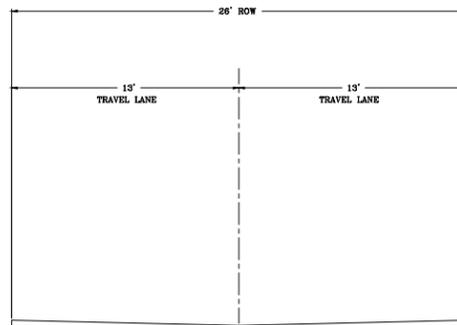
30' PRIVATE SHARED DRIVEWAY CROSS SECTION



26' PRIVATE SHARED DRIVEWAY CROSS SECTION



27' PRIVATE SHARED DRIVE CROSS SECTION W/ HIGH BACK CURB



26' PRIVATE ALLEY CROSS SECTION



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WILDFLOWER
SARATOGA SPRING, UTAH
PRIVATE ROADWAY CROSS SECTIONS

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EXHIBIT
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Road Design Criteria

The following standards shall be applied to all roadway designs unless noted otherwise:

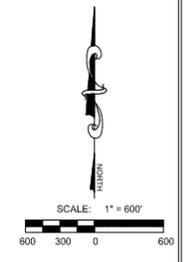
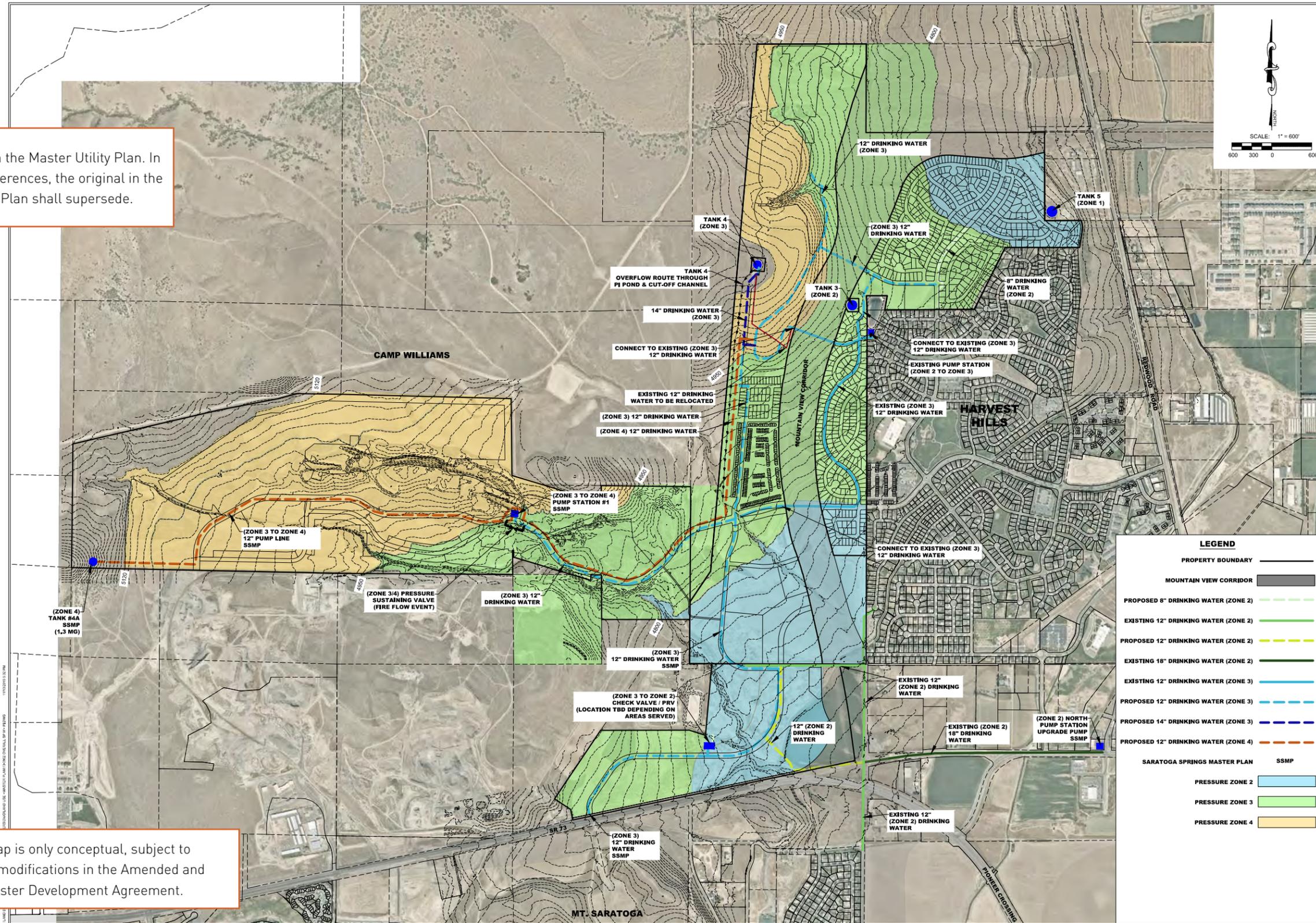
1. Roadway Grades:
 - a. All local residential roads to have a maximum ten percent (10%) grade, with up to fifteen percent (15%) grade allowed in purely residential neighborhoods. It must be shown how bus service can be provided to areas with streets greater than ten percent (10%).
 - b. Collector roads to have a maximum eight percent (8%) grade.
2. Intersection Grades:
 - a. Through streets shall have a five percent (5%) maximum from curb PC/PT to curb PC/PT.
3. Roadway Cross Slope:
 - a. The standard crown is two percent (2%).
 - b. A single slope crown of four percent (4%) may be utilized in designated hillside areas.
4. Local Residential Design Speed:
 - a. Slope averages less than four percent (4%) shall have a design speed of 30 mph, posted 25 mph.
 - b. Slope averages between four percent (4%) to twelve percent (12%) shall have a design speed of 25 mph, posted 20 mph.
 - c. Connection roads with a maximum length of six hundred (600) feet shall have a design speed of 20 mph, posted 15 mph (cul-de-sacs, stop control on each end).
 - d. Horizontal and vertical design to be based on design speed and current AASHTO standards.





Drinking Water Exhibit

This is a copy from the Master Utility Plan. In the case of any differences, the original in the Master Utility Plan shall supersede.



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WILDFLOWER
 SARATOGA SPRINGS CITY, UTAH
DRINKING WATER SYSTEM PLAN

LEGEND

PROPERTY BOUNDARY	—
MOUNTAIN VIEW CORRIDOR	█
PROPOSED 8" DRINKING WATER (ZONE 2)	---
EXISTING 12" DRINKING WATER (ZONE 2)	—
PROPOSED 12" DRINKING WATER (ZONE 2)	---
EXISTING 18" DRINKING WATER (ZONE 2)	—
EXISTING 12" DRINKING WATER (ZONE 3)	—
PROPOSED 12" DRINKING WATER (ZONE 3)	---
PROPOSED 14" DRINKING WATER (ZONE 3)	---
PROPOSED 12" DRINKING WATER (ZONE 4)	---
SARATOGA SPRINGS MASTER PLAN SSMP	█
PRESSURE ZONE 2	█
PRESSURE ZONE 3	█
PRESSURE ZONE 4	█

REVISIONS

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LEI PROJECT #: 2017-0032
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 SCALE: 1" = 600'
 DATE: 11/13/2019
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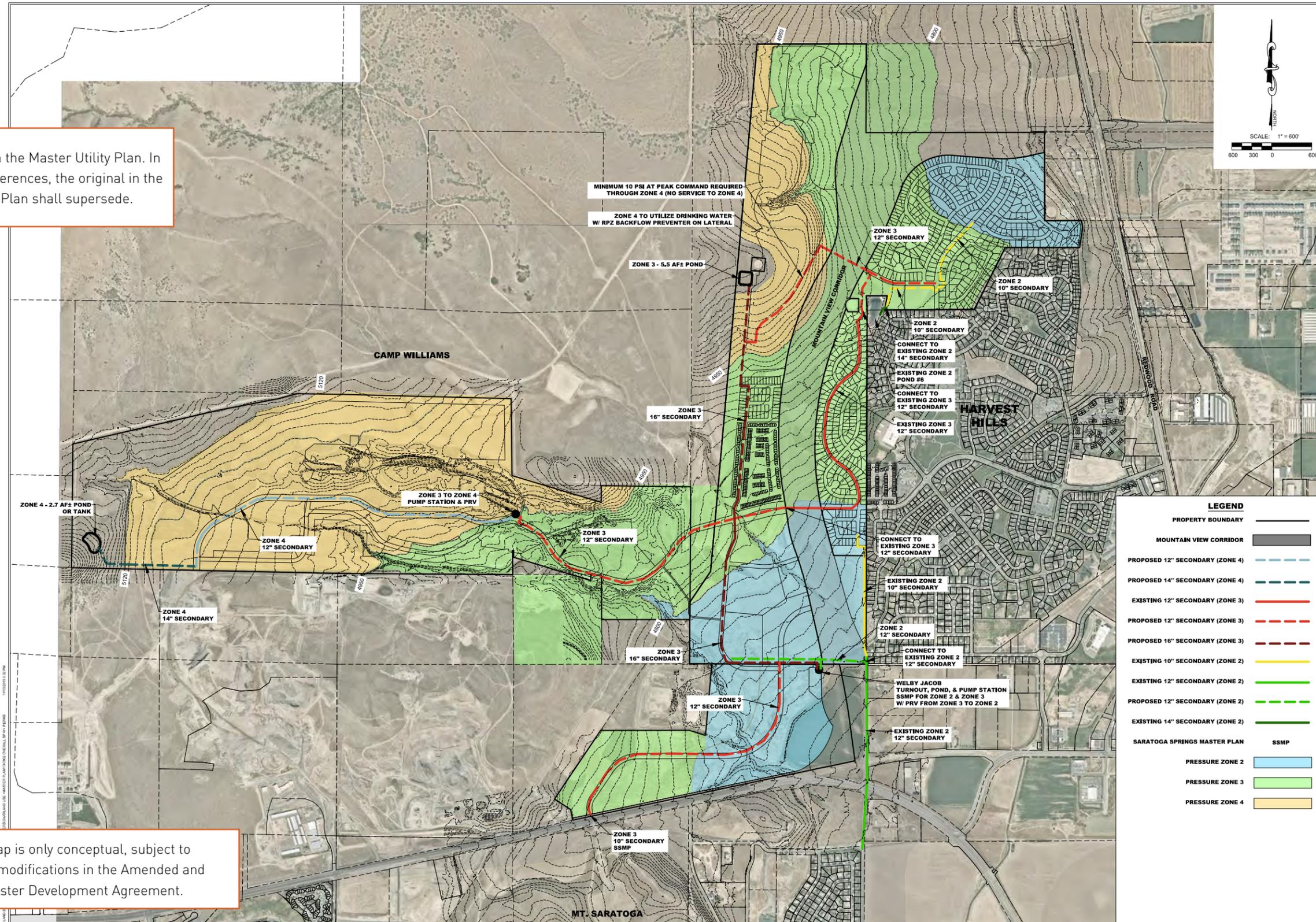
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Note: This map is only conceptual, subject to exceptions and modifications in the Amended and Restated Master Development Agreement.

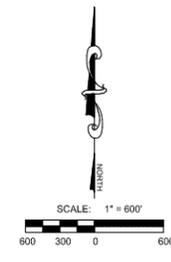


Secondary Water Exhibit

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



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WILDFLOWER - SPRINGS
 SARATOGA SPRINGS CITY, UTAH
SECONDARY WATER SYSTEM PLAN

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LEI PROJECT #: 2017-0032
 DRAWN BY: RWH
 CHECKED BY: GDM
 SCALE: 1" = 600'
 DATE: 11/13/2019

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Sewer

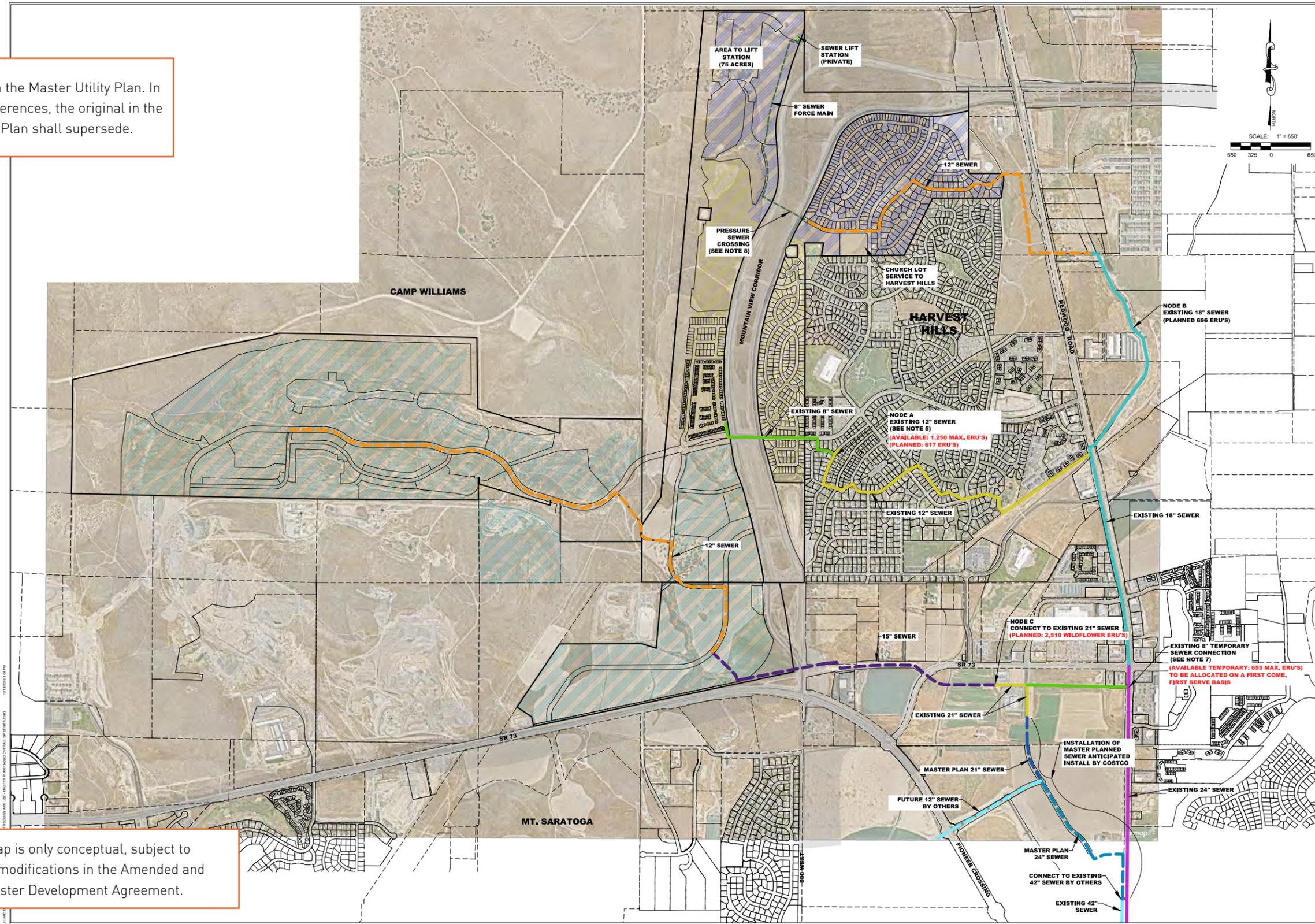
1. For preliminary planning purposes, a value of 2 ERUs per acre is used for all regional commercial.
2. These infrastructure improvements are conceptual in nature and subject to section 22 of the master development agreement.
3. Sewer lines under MVC land to be installed based on Mountain View Corridor drawings. Elevations to be coordinated with UDOT drawings.
4. Sewer to be conveyed to existing line located in Goldenrod Way. According to technical memorandum prepared by bowen collins and associates dated 10/15/14, excess capacity exists within the Goldenrod Way and downstream sewer lines. In addition, the proposed sewer outfalls are subject to the limitations identified in the March 6, 2015 memorandum prepared by Bowen Collins and Associates.
5. There is limited capacity in the Posey Lift Station. The current (October 2016) lift station only has capacity for approximately 600 additional ERUs from all upstream development. After a proposed expansion project at the lift station, the capacity is expected to increase by another 3360 ERUs. Once this capacity is consumed, additional development upstream of the Posey Lift Station will not be possible until some major improvements are completed from the City's sewer master plan. The capacity in the lift station will be provided on first come, first serve basis and will not be reserved until impact fees have been paid. Approval of this plan does not guarantee capacity will be available for proposed development at the lift station.
6. Sewer to be conveyed through existing 8 inch sewer to a maximum of 655 ERUs. At which time the alternate master plan line must be installed. Capacities according to email from Bowen Collins and Associates dated February 7, 2018. The capacity in the 8 inch sewer will be provided on first come, first serve basis and will not be reserved until impact fees have been paid. Approval of this plan does not guarantee capacity will be available for proposed development.





Master Sewer Exhibit

This is a copy from the Master Utility Plan. In the case of any differences, the original in the Master Utility Plan shall supersede.



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WILDFLOWER - SPRINGS
 SARATOGA SPRINGS CITY, UTAH
SEWER SYSTEM PLAN

REVISIONS
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 SCALE: 1" = 650'
 DATE: 12/13/2019

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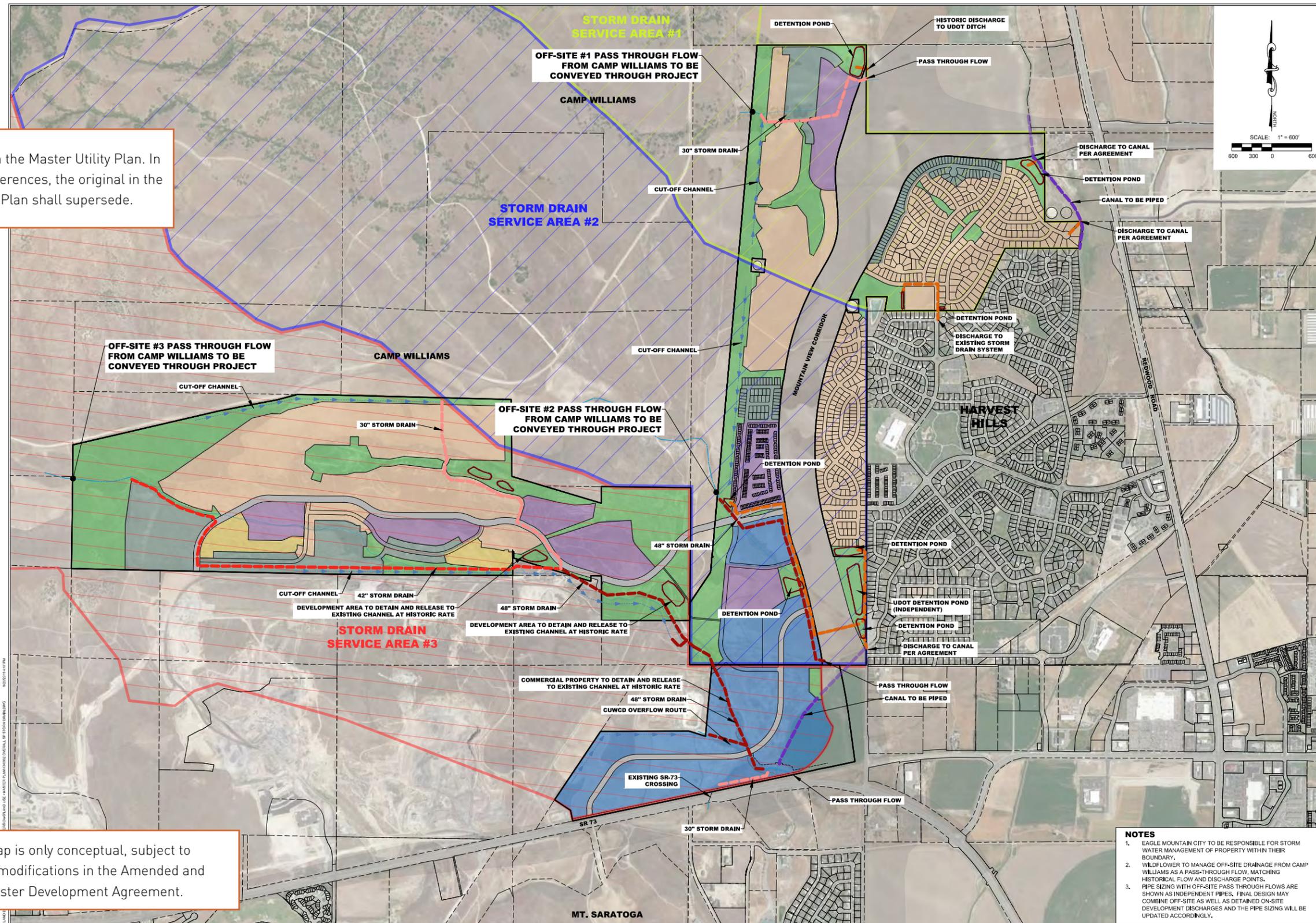




Master Storm Drain Exhibit

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WILDFLOWER - SPRINGS
 SARATOGA SPRINGS CITY, UTAH
SYSTEM STORM DRAIN PLAN

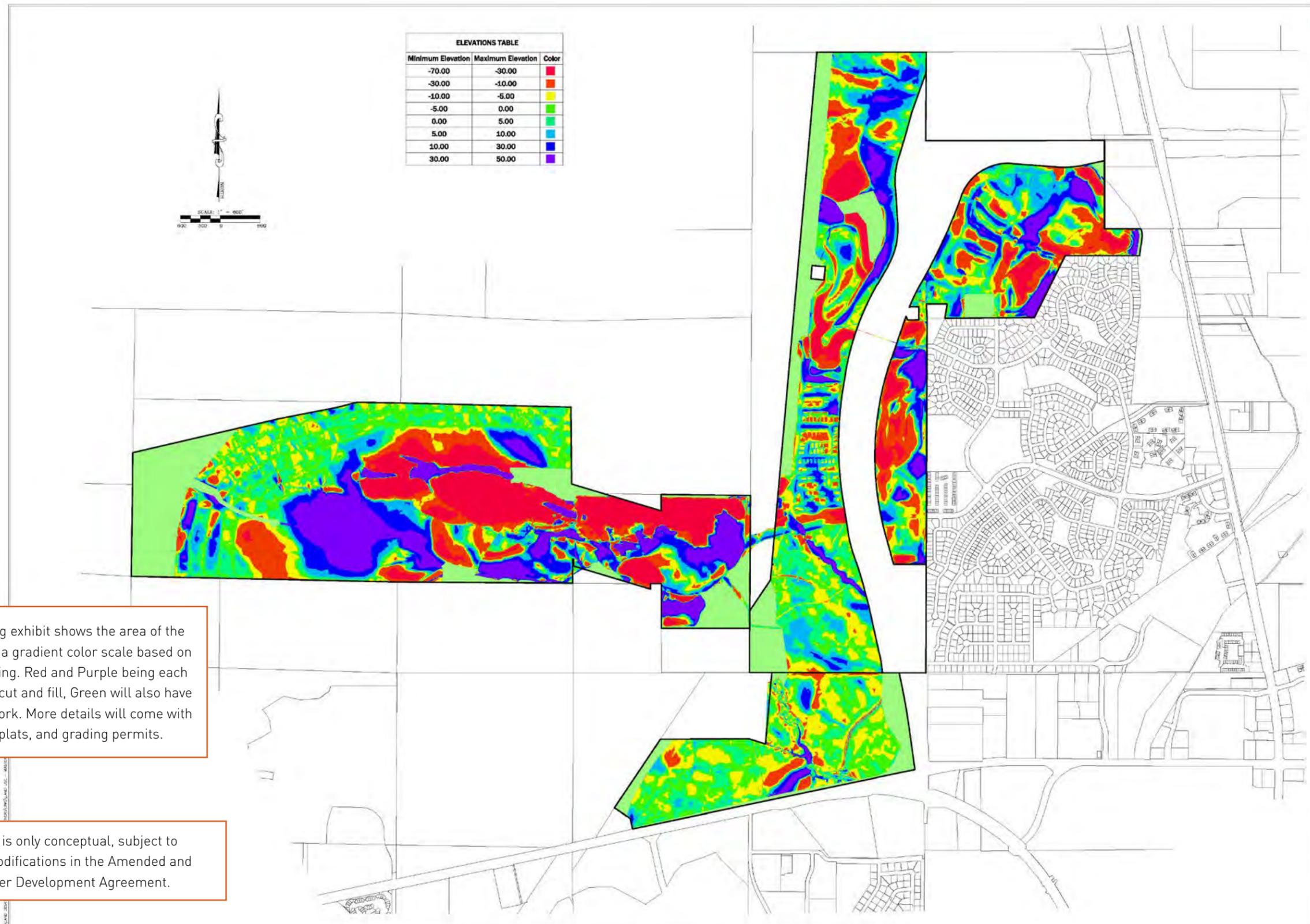
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1" = 600'
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11/13/2019

- NOTES**
1. EACH MOUNTAIN CITY TO BE RESPONSIBLE FOR STORM WATER MANAGEMENT OF PROPERTY WITHIN THEIR BOUNDARY.
 2. WILDFLOWER TO MANAGE OFF-SITE DRAINAGE FROM CAMP WILLIAMS AS A PASS-THROUGH FLOW, MATCHING HISTORICAL FLOW AND DISCHARGE POINTS.
 3. PIPE SIZING WITH OFF-SITE PASS THROUGH FLOWS ARE SHOWN AS INDEPENDENT PIPES, FINAL DESIGN MAY COMBINE OFF-SITE AS WELL AS DETAINED ON-SITE DEVELOPMENT DISCHARGES AND THE PIPE SIZING WILL BE UPDATED ACCORDINGLY.

SHEET
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WILDFLOWER
 SARATOGA SPRING, UTAH
OVERALL PLAN GRADING

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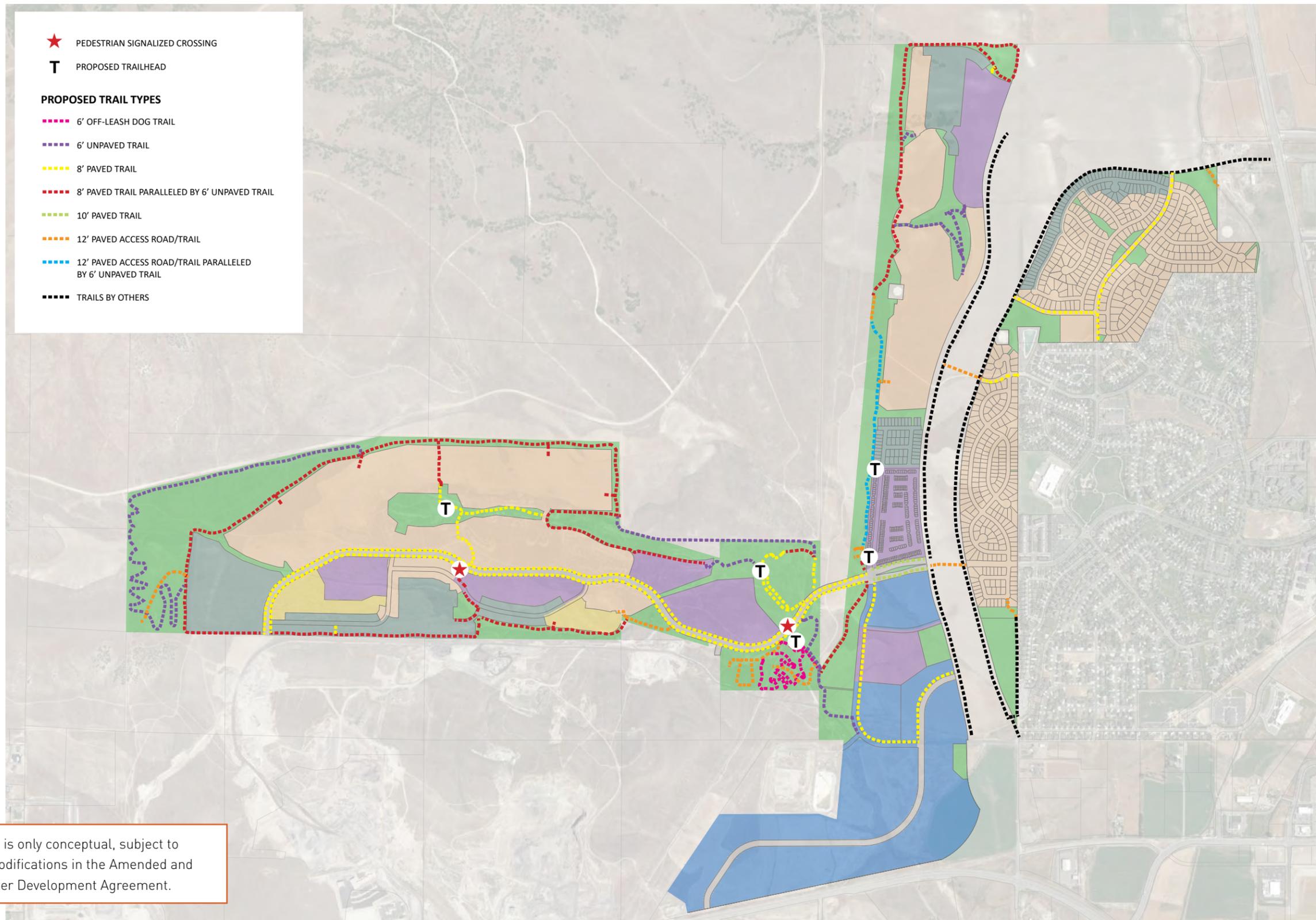
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1" = 500'
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11/12/2019

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The mass grading exhibit shows the area of the development with a gradient color scale based on the planned grading. Red and Purple being each extreme between cut and fill, Green will also have moderate earth work. More details will come with Village Plan, plats, and grading permits.

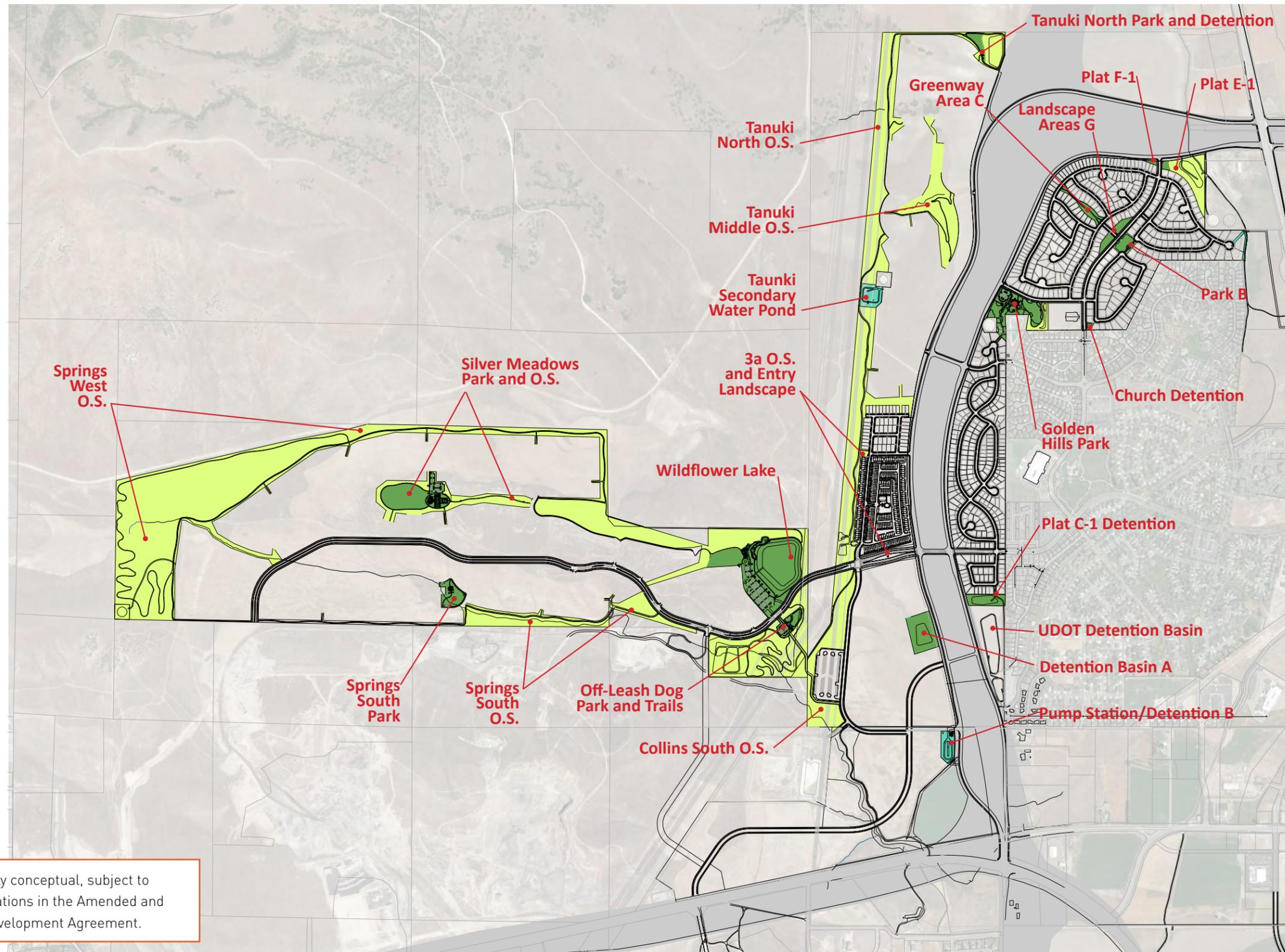
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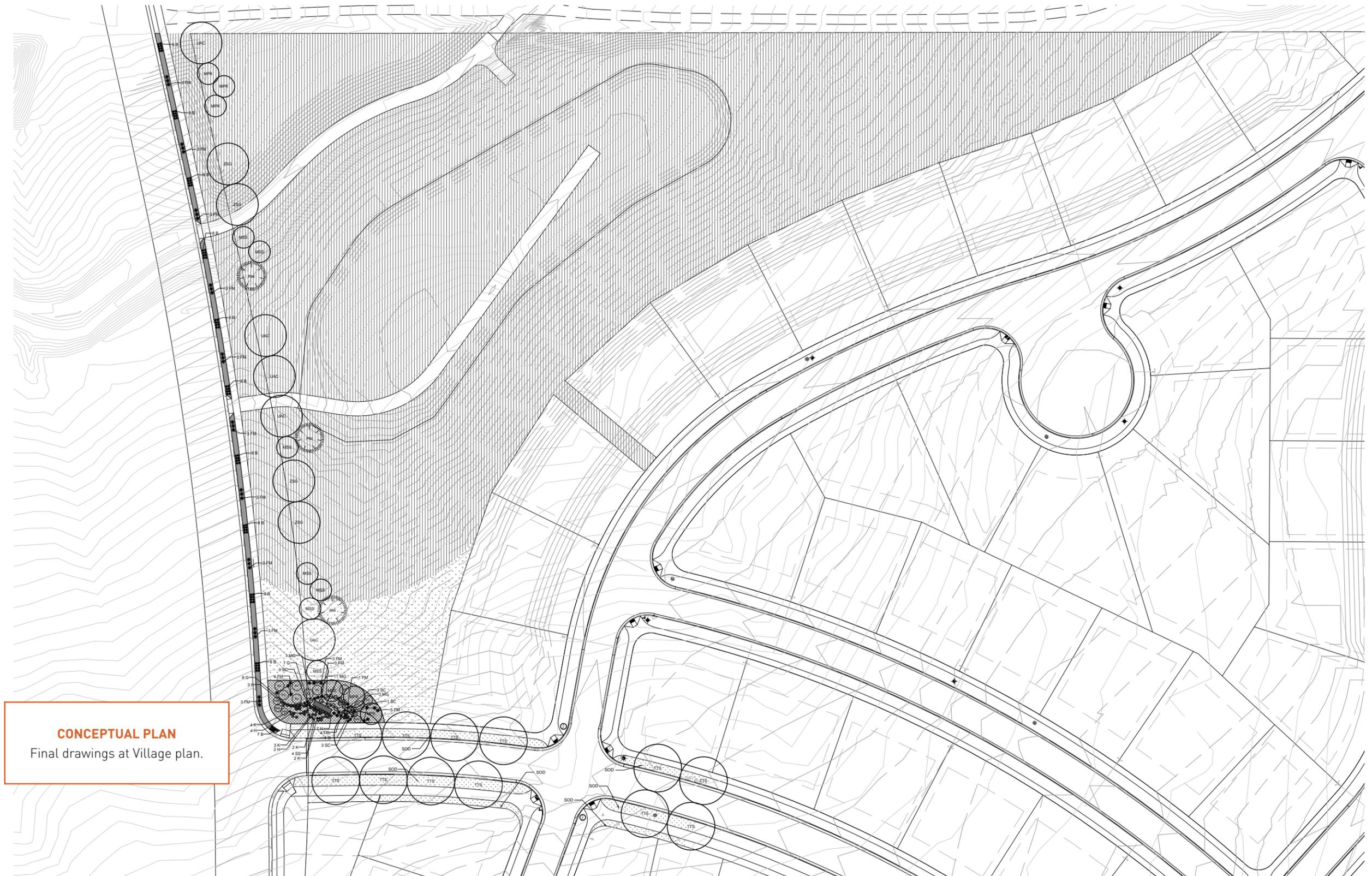
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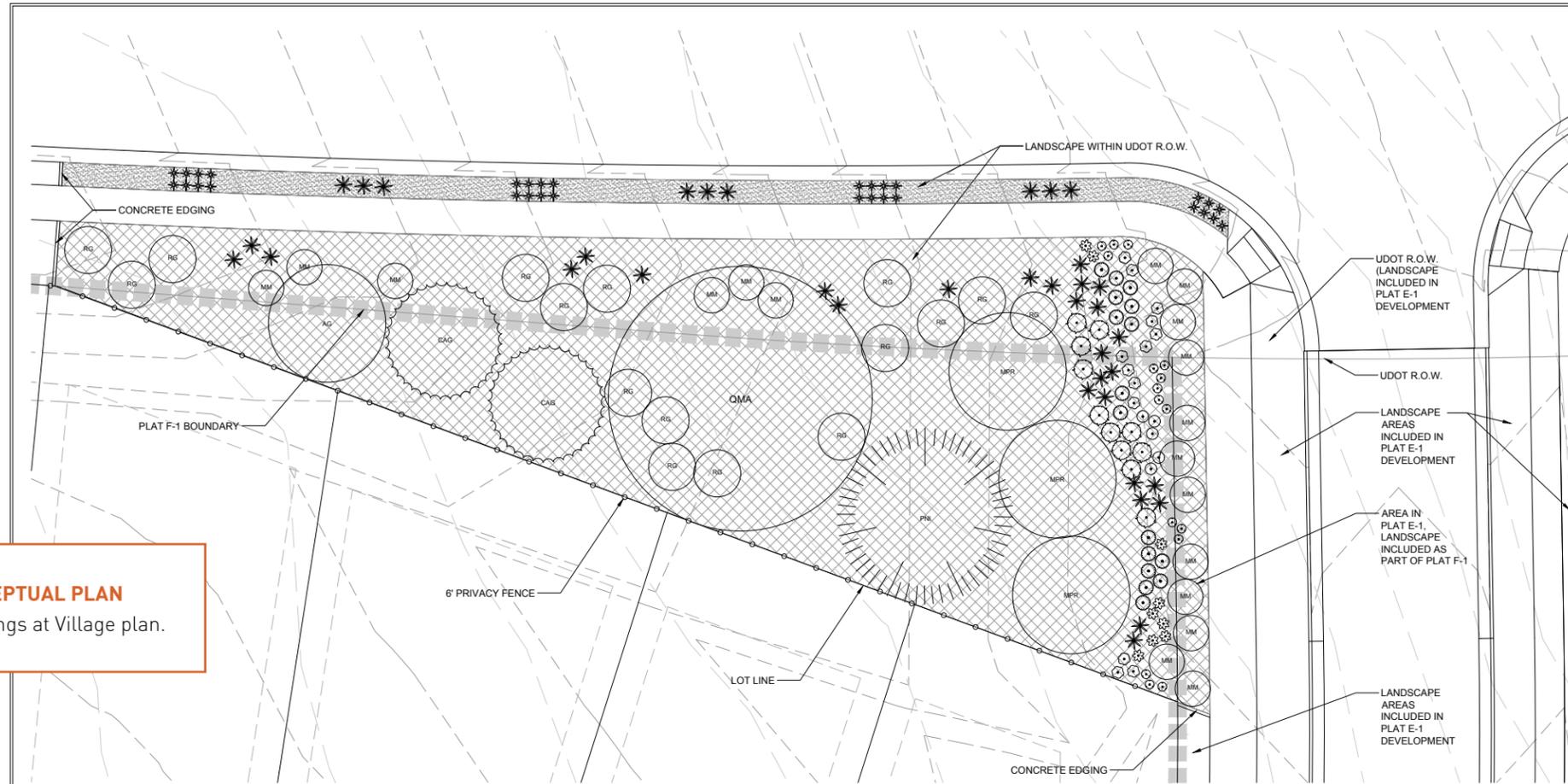
CONCEPTUAL PLAN
Final drawings at Village plan.





Plat F-1

CONCEPTUAL PLAN
Final drawings at Village plan.



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
AG	1	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry*	2" Cal.
CAG	2	Cedrus atlantica 'Glauca'	Blue Atlas Cedar*	2" Cal.
MPR	3	Malus x 'Prairiefire'	Prairiefire Crab Apple	2" Cal.
PNI	1	Pinus nigra	Austrian Black Pine*	6"
QMA	1	Quercus macrocarpa	Burr Oak*	2" Cal.

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.
FM	37		Festuca mairei	Atlas Fescue*	1 gal
RG	16		Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac*	5 gal

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.
B	31		Bouteloua gracilis 'Blonde Ambition'	Blue Grama*	1 gal
MG	11		Miscanthus sinensis 'Graziella'	Graziella Maiden Grass*	1 gal

PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.
G	16		Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura*	1 gal
H	13		Hemerocallis x 'Always Afternoon'	Always Afternoon Daylily*	1 gal
MM	18		Mirabilis multiflora	Desert Four O'Clock*	1 gal
PB	16		Penstemon barbatus 'Elin Pink'	Elin Pink Beard Tongue*	1 gal
SC	9		Scabiosa columbaria FLUTTER 'Rose Pink'	Butterfly Blue Scabiosa*	1 gal
SS	5		Sedum spectabile 'Autumn Joy'	Stonecrop*	1 gal

* Drought Tolerant Species

DATA TABLE

ITEM	AREA (S.F.)	PERCENT	CITY REQ.
TOTAL SITE AREA	11,000	100.0%	
PLAT F-1	5,435	49.3%	
PLAT E-1	343	3.1%	
UDOT R.O.W.	5,250	47.5%	
TOTAL LANDSCAPED AREA	9,500	87.0%	
SIDEWALK	1,430		
LAWN (TURF GRASS)			<70%
PLANTING BEDS*	9,500	100.0%	
BARK MULCH**	8,900	93.7%	
STONE MULCH**	800	8.3%	
AREA LIVE VEGETATION AT MATURITY*	6,920	73.0%	>50%

ITEM	QTY	PERCENT	CITY REQ.**
DECIDUOUS TREES	5		5
EVERGREEN TREES	3		3
SHRUBS	53		34
ORNAMENTAL GRASSES	42		
PERENNIALS	77		
TOTAL PLANT SPECIES	15		
DROUGHT TOLERANT PLANT SPECIES	14	93.3%	>50%

*as percent of landscaped area.
**Required landscaped area (5,780 SF) excludes UDOT R.O.W.

SEE SHEET LP-2 FOR GENERAL LANDSCAPE NOTES.

- Bark Mulch - 3" Deep with Weed Barrier (+/- 8,800 SF)
- Stone Mulch (1" minus) - 3" Deep with Weed Barrier (+/- 800 SF)



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WILDFLOWER VILLAGE 1 (NORTH) - PLAT F-1
SARATOGA SPRINGS CITY, UTAH
PLANTING PLAN

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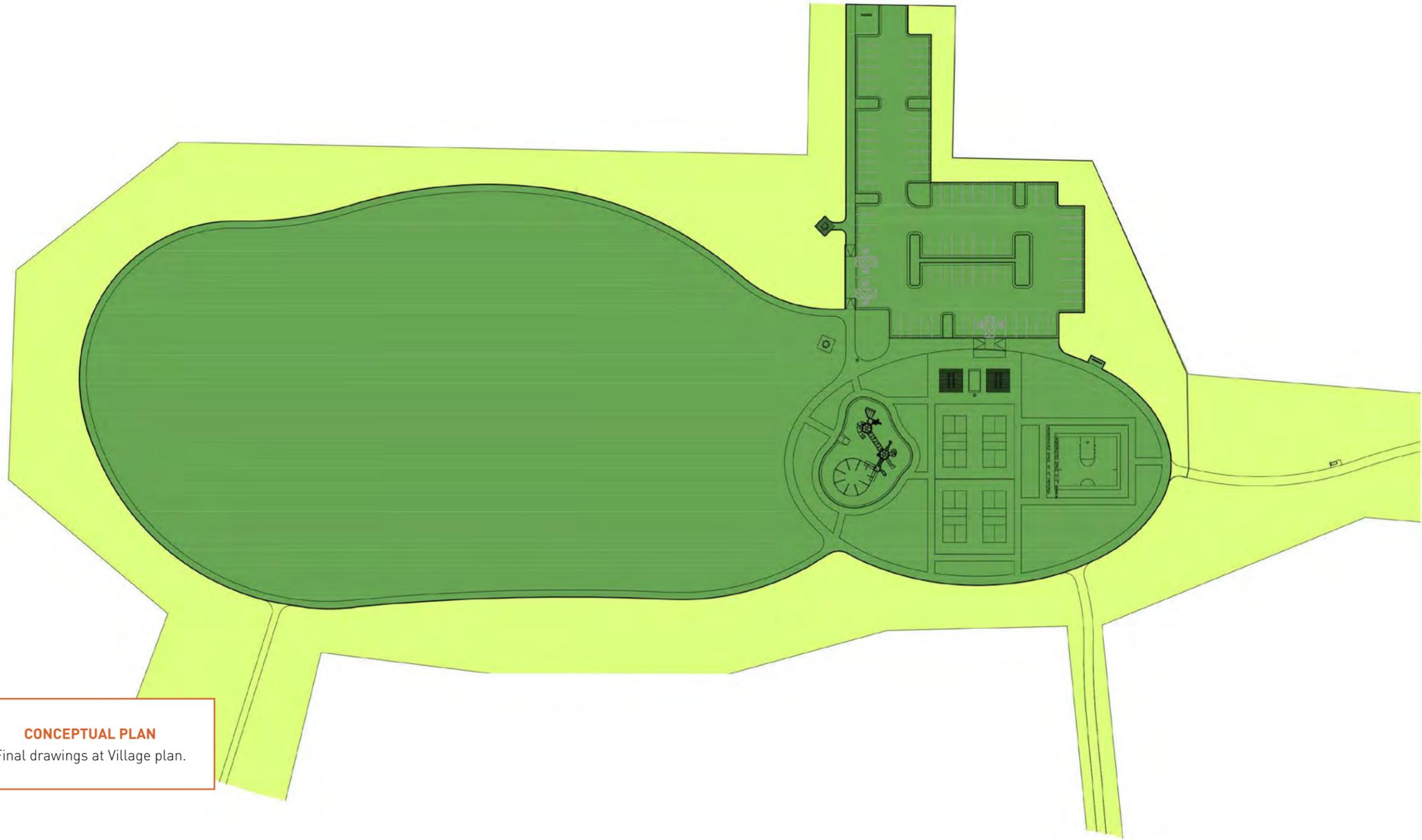
CONCEPTUAL PLAN
Final drawings at Village plan.





CONCEPTUAL PLAN
Final drawings at Village plan.





CONCEPTUAL PLAN
Final drawings at Village plan.





Golden Hills Park

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
APE	8	Acer platanoides 'Emerald Queen'	Emerald Queen Maple	2" Cal.
ATP	7	Acer fallarium 'Pattern Perfect'	Pattern Perfect Tatarian Maple	2" Cal.
AGA	10	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	2" Cal.
COC	6	Celtis occidentalis	Common Hackberry	2" Cal.
GTL	9	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	2" Cal.
MMI	4	Malus x 'Indian Magic'	Indian Magic Crab Apple	2" Cal.
PNI	8	Pinus nigra	Austrian Black Pine	6"
PSY	8	Pinus sylvestris	Scotch Pine	6"
PAB	14	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2" Cal.
QMA	11	Quercus macrocarpa	Burr Oak	2" Cal.
TG	23	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2" Cal.
TTS	8	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.
UAC	4	Ulmus x 'Accolade'	Accolade Elm	2" Cal.
ZSG	12	Zelkova serrata 'Green Vase'	Sawleaf Zelkova	2" Cal.

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CC	82	Calycotome x canadensis 'Blue Mist'	Blue Mist Shrub	5 gal.
FA	60	Forsythia x intermedia 'Arnold's Dwarf'	Dwarf Forsythia	5 gal.
PO	43	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal.
PB	120	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal.
RG	53	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.
RA	59	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
RR	26	Rosa Meidland series 'Red'	Red Meidland Rose	5 gal.
RW	40	Rosa Meidland series 'White'	White Meidland Rose	5 gal.
VM	39	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal.

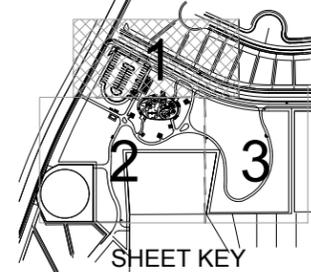
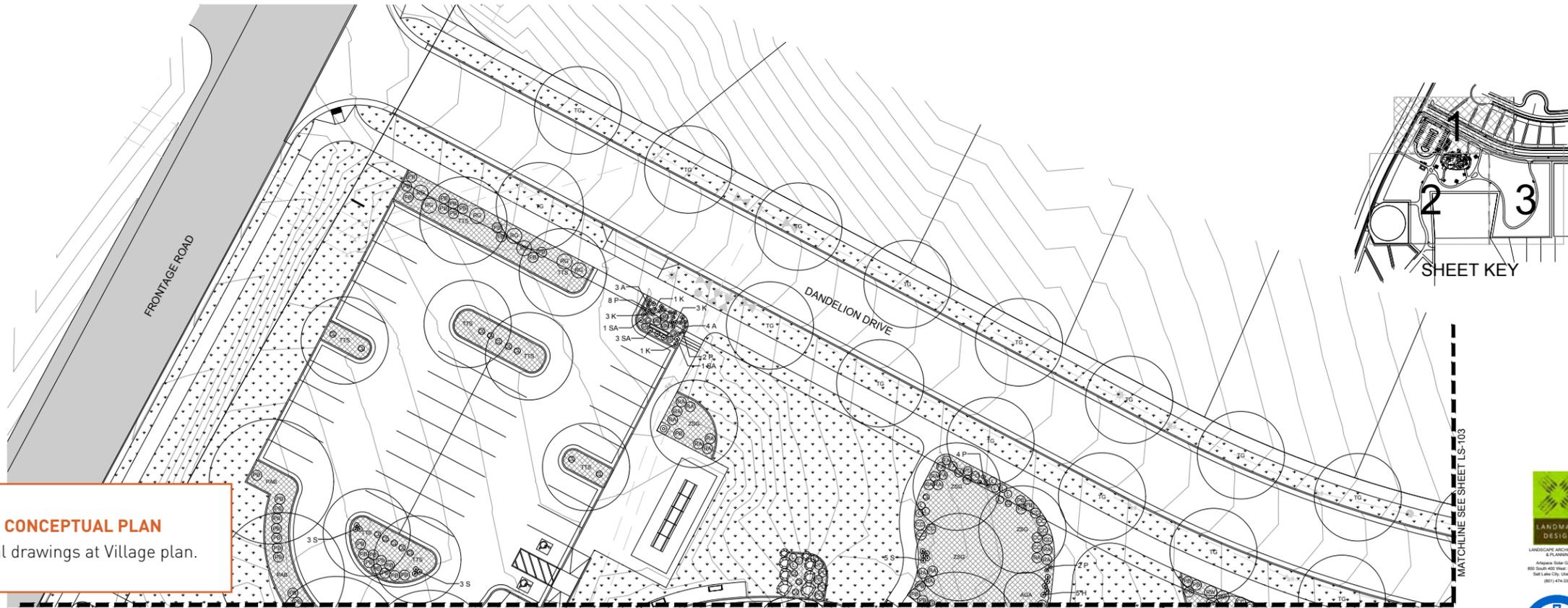
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CL	80	Calamagrostis x aciculifera 'Lightning Strike'	Lightning Strike Feather Reed Grass	1 gal.
S	74	Schizachyrium scoparium	Little Bluestem Grass	1 gal.

PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
A	21	Aster alpinus 'Alpine'	Alpine Aster	1 gal.
E	37	Echinacea purpurea 'Butterfly Julia'	Butterfly Julia Coneflower	1 gal.
G	22	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal.
H	96	Hemerocallis x 'Always Afternoon'	Always Afternoon Daylily	1 gal.
L	80	Lavandula angustifolia 'Munstead'	Munstead English Lavender	1 gal.
MM	30	Mirabilis multiflora	Desert Four O'Clock	1 gal.
K	30	Penstemon mexicali 'Pike's Peak Purple'	Penstemon	1 gal.
P	42	Penstemon mexicali 'Red Rocks'	Penstemon	1 gal.
R	54	Rudbeckia fulgida 'City Garden'	Black Eyed Susan	1 gal.
SA	5	Sedum spectabile 'Autumn Joy'	Stonecrop	1 gal.

NOTES:

- SEE SHEET LP-501 FOR GENERAL LANDSCAPE NOTES, WILDFLOWER SEED MIX, MATURE PLANT SIZES, AND DATA TABLE.

GROUND COVER MATERIALS	DESCRIPTION
	Wildflower Seed Mix (see this sheet) (+/- 50,000 SF)
	Turf Sod Drought Tolerant Bluegrass Blend (80% Bluegrass, 20% Ryegrass) (+/- 145,000 SF)
	Bark Mulch - 3" Deep (+/- 58,000 SF)



CONCEPTUAL PLAN
Final drawings at Village plan.

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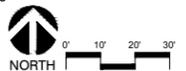
WILDFLOWER - PLAT "D-1"
VILLAGE #1 - SOUTH
SARATOGA SPRINGS CITY, UTAH
LANDSCAPE PLANTING PLAN

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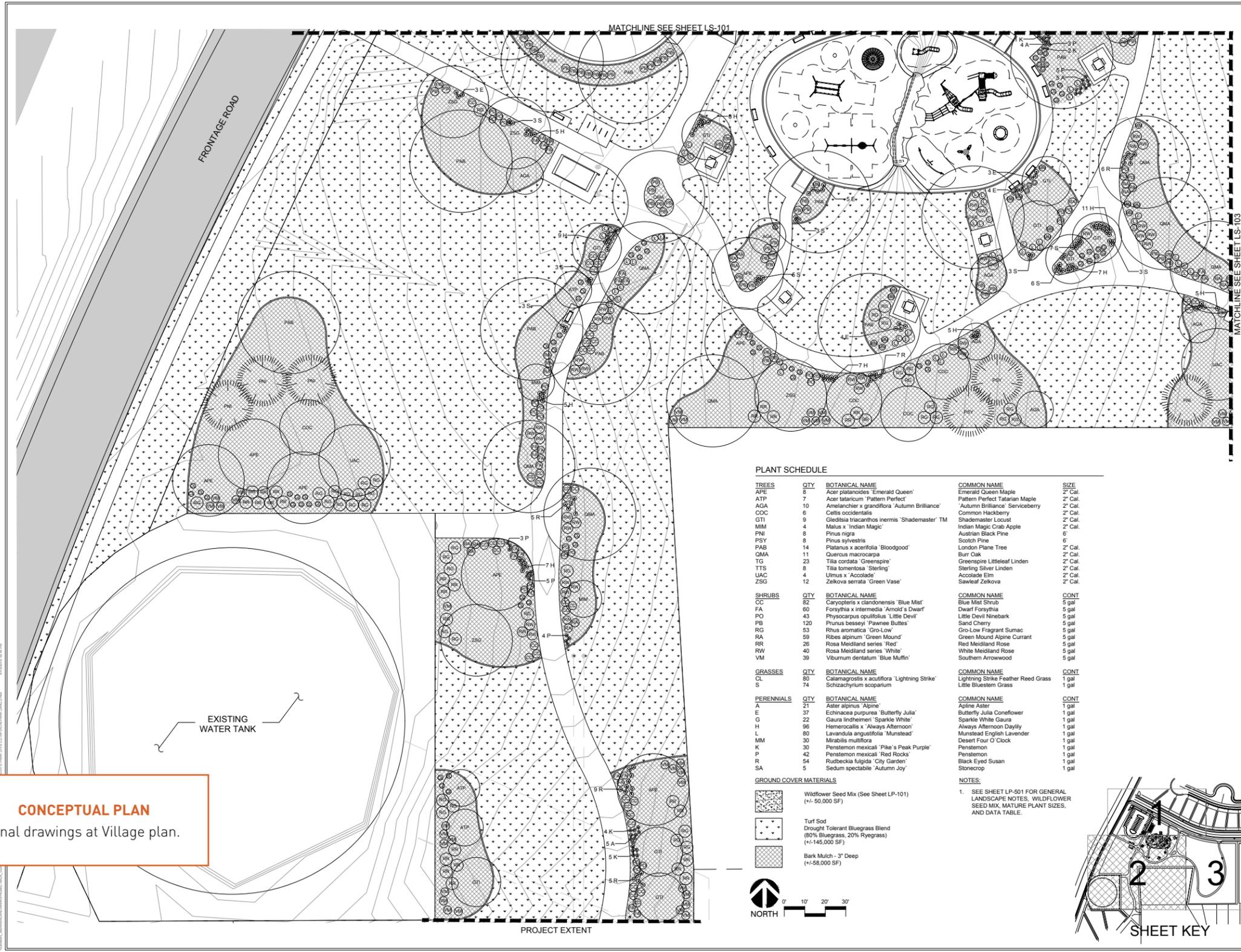
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LANDSCAPE ARCHITECTURE & PLANNING
Atkinsville Solar Gardens
255 South 400 West, Ste 104
Salt Lake City, Utah 84111
(801) 474-2022



LP-101



CONCEPTUAL PLAN
Final drawings at Village plan.

PLANT SCHEDULE

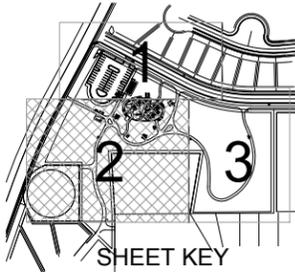
TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
APE	8	Acer platanoides 'Emerald Queen'	Emerald Queen Maple	2" Cal.
ATP	7	Acer tartaricum 'Pattern Perfect'	Pattern Perfect Tatarian Maple	2" Cal.
AGA	10	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	2" Cal.
COC	6	Celtis occidentalis	Common Hackberry	2" Cal.
GTT	9	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	2" Cal.
MIN	4	Malus x 'Indian Magic'	Indian Magic Crab Apple	2" Cal.
PNI	8	Pinus nigra	Austrian Black Pine	6"
PSY	8	Pinus sylvestris	Scotch Pine	6"
PAB	14	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2" Cal.
OMA	11	Quercus macrocarpa	Burr Oak	2" Cal.
TG	23	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2" Cal.
TTS	8	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.
UAC	4	Ulmus x 'Accolade'	Accolade Elm	2" Cal.
ZSG	12	Zelkova serrata 'Green Vase'	Sawleaf Zelkova	2" Cal.

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
CC	82	Caryopteris x clandonensis 'Blue Mist'	Blue Mist Shrub	5 gal
FA	60	Forsythia x intermedia 'Arnold's Dwarf'	Dwarf Forsythia	5 gal
PD	43	Rhus typhina 'Little Devil'	Little Devil Ninebark	5 gal
PB	120	Prunus besseyi 'Pawnee Bells'	Sand Cherry	5 gal
RG	53	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
RA	59	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal
RR	26	Rosa Meidland series 'Red'	Red Meidland Rose	5 gal
RW	40	Rosa Meidland series 'White'	White Meidland Rose	5 gal
VM	39	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT
CL	80	Calamagrostis x acutiflora 'Lightning Strike'	Lightning Strike Feather Reed Grass	1 gal
S	74	Schizachyrium scoparium	Little Bluestem Grass	1 gal

PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT
A	21	Aster alpinus 'Alpine'	Alpine Aster	1 gal
E	37	Echinacea purpurea 'Butterfly Julia'	Butterfly Julia Coneflower	1 gal
G	22	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal
H	96	Hemerocallis x 'Always Afternoon'	Always Afternoon Daylily	1 gal
L	80	Lavandula angustifolia 'Munstead'	Munstead English Lavender	1 gal
MM	30	Mirabilis multiflora	Desert Four O'Clock	1 gal
K	30	Penstemon mexicali 'Pike's Peak Purple'	Penstemon	1 gal
P	42	Penstemon mexicali 'Red Rocks'	Penstemon	1 gal
R	54	Rudbeckia fulgida 'City Garden'	Black Eyed Susan	1 gal
SA	5	Sedum spectabile 'Autumn Joy'	Stonewort	1 gal

GROUND COVER MATERIALS	QTY	DESCRIPTION
Wildflower Seed Mix	(See Sheet LP-101)	(+/- 50,000 SF)
Turf Sod		Drought Tolerant Bluegrass Blend (80% Bluegrass, 20% Ryegrass) (+/- 145,000 SF)
Bark Mulch - 3" Deep		(+/- 58,000 SF)



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REVIEW SET
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**WILDFLOWER - PLAT "D-1"
VILLAGE #1 - SOUTH**
SARATOGA SPRINGS CITY, UTAH
LANDSCAPE PLANTING PLAN

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LP-102



CONCEPTUAL PLAN
Final drawings at Village plan.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
APE	8	Acer platanoides 'Emerald Queen'	Emerald Queen Maple	2" Cal.
ATP	7	Acer latarium 'Pattern Perfect'	Pattern Perfect Tatarian Maple	2" Cal.
AGA	10	Amelanchier x grandiflora 'Autumn Brilliance'	'Autumn Brilliance' Serviceberry	2" Cal.
COC	6	Celtis occidentalis	Common Hackberry	2" Cal.
GTT	9	Gleditsia triacanthos inermis 'Shademaster TM'	Shademaster Locust	2" Cal.
MMI	4	Malus x 'Indian Magic'	Indian Magic Crab Apple	2" Cal.
PN	8	Pinus nigra	Austrian Black Pine	6"
PSY	8	Pinus sylvestris	Scotch Pine	6"
PAB	14	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2" Cal.
QMA	11	Quercus macrocarpa	Burr Oak	2" Cal.
TG	23	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2" Cal.
TTS	8	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.
UAC	4	Ulmus x 'Accolade'	Accolade Elm	2" Cal.
ZSG	12	Zelkova serrata 'Green Vase'	Sawleaf Zelkova	2" Cal.

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CC	82	Caryopteris x candoniensis 'Blue Mist'	Blue Mist Shrub	5 gal.
FA	60	Forsythia x intermedia 'Arnold's Dwarf'	Dwarf Forsythia	5 gal.
PO	43	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal.
PB	120	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal.
RG	53	Ribes aromaticum 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.
RA	59	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
RR	26	Rosa Meidiland series 'Red'	Red Meidiland Rose	5 gal.
RW	40	Rosa Meidiland series 'White'	White Meidiland Rose	5 gal.
VM	39	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal.

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CL	80	Calamagrostis x acutiflora 'Lightning Strike'	Lightning Strike Feather Reed Grass	1 gal.
S	74	Schizachyrium scoparium	Little Bluestem Grass	1 gal.

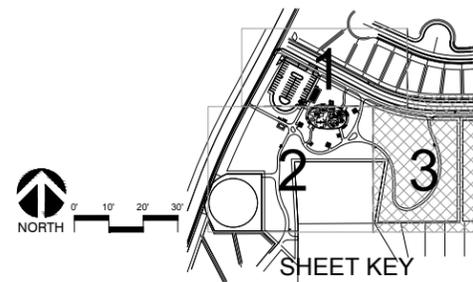
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
A	21	Aster alpinus 'Alpine'	Alpine Aster	1 gal.
E	37	Echinacea purpurea 'Butterfly Julia'	Butterfly Julia Coneflower	1 gal.
G	22	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal.
H	96	Hemerocallis x 'Always Afternoon'	Always Afternoon Daylily	1 gal.
L	90	Lavandula angustifolia 'Munstead'	Munstead English Lavender	1 gal.
MM	30	Mirabilis multiflora	Desert Four O' Clock	1 gal.
K	30	Penstemon mexicali 'Pike's Peak Purple'	Penstemon	1 gal.
P	42	Penstemon mexicali 'Red Rocks'	Penstemon	1 gal.
R	54	Rudbeckia fulgida 'City Garden'	Black Eyed Susan	1 gal.
SA	5	Sedum spectabile 'Autumn Joy'	Stonecrop	1 gal.

GROUND COVER MATERIALS

-  Wildflower Seed Mix (See Sheet LP-101) (+/- 50,000 SF)
-  Turf Sod (80% Bluegrass, 20% Ryegrass) (+/- 145,000 SF)
-  Bark Mulch - 3" Deep (+/- 58,000 SF)

NOTES:

- SEE SHEET LP-501 FOR GENERAL LANDSCAPE NOTES, WILDFLOWER SEED MIX, MATURE PLANT SIZES, AND DATA TABLE.



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WILDFLOWER - PLAT "D-1"
VILLAGE #1 - SOUTH
SARATOGA SPRINGS CITY, UTAH
LANDSCAPE PLANTING PLAN

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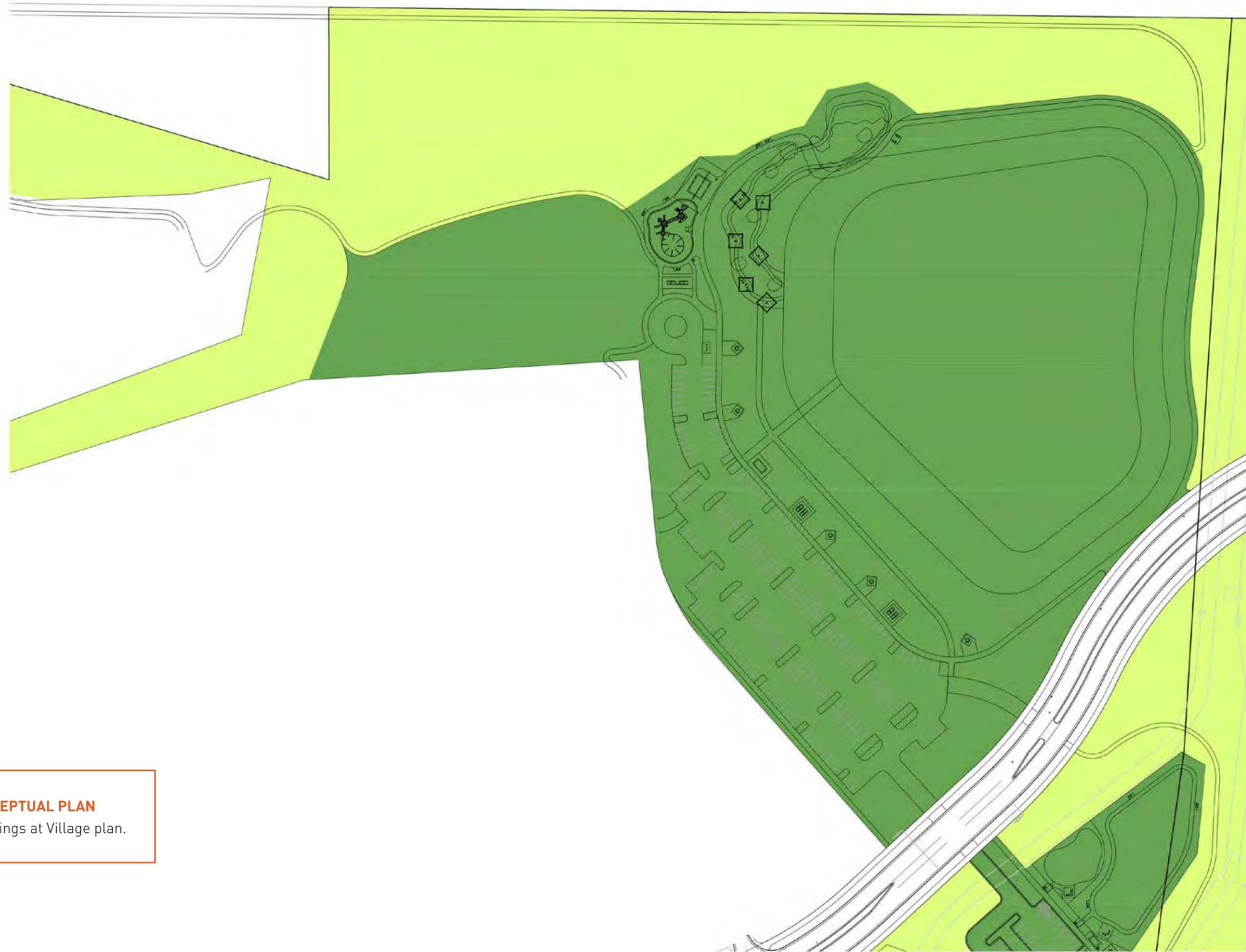
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LP-103



CONCEPTUAL PLAN
Final drawings at Village plan.





CONCEPTUAL PLAN
Final drawings at Village plan.



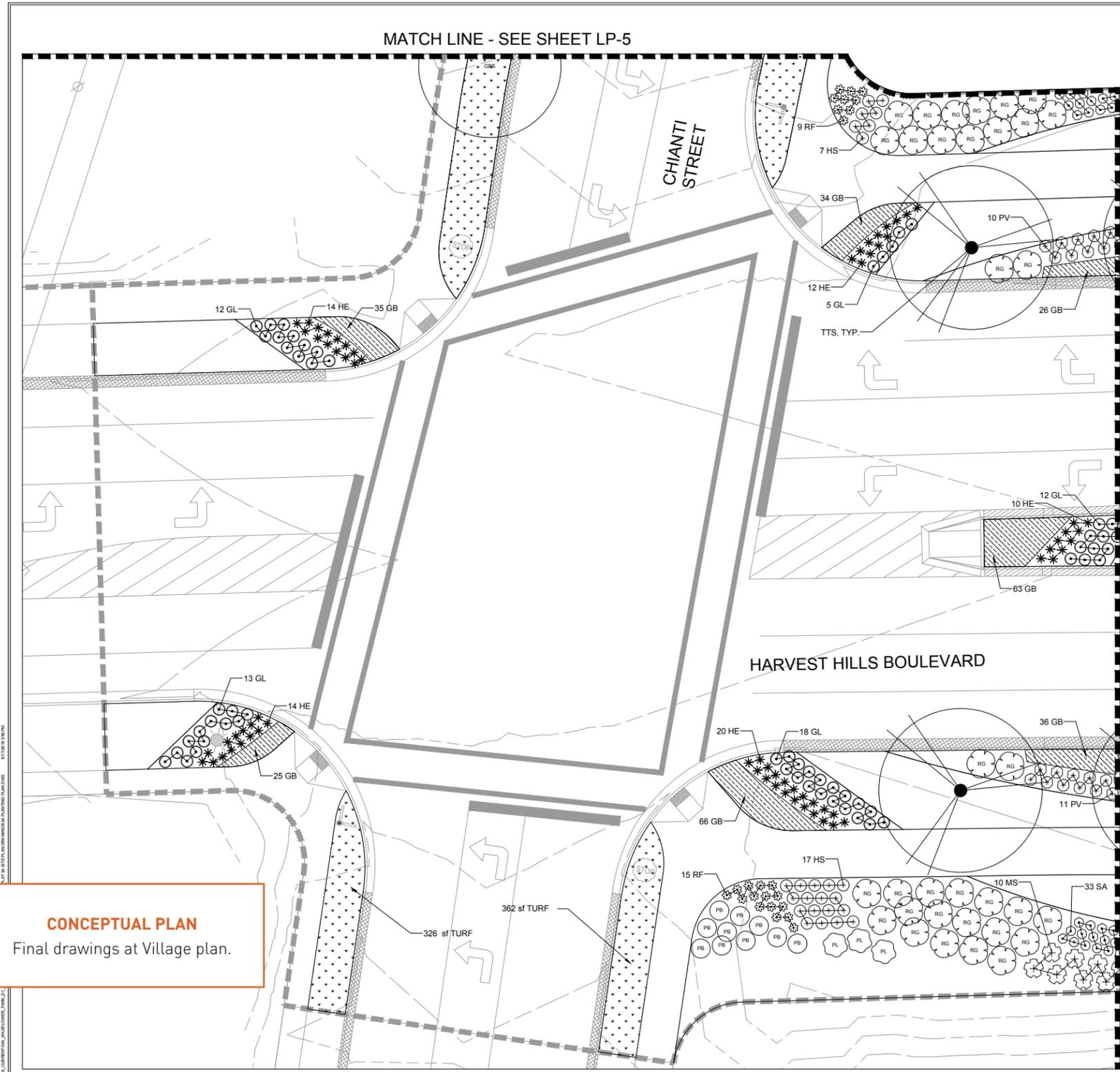


CONCEPTUAL PLAN
Final drawings at Village plan.





3a Open Space and Entry Landscape



CONCEPTUAL PLAN
Final drawings at Village plan.

PLANT SCHEDULE A-1

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GBS	7	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.
JS	4	Juniperus scopulorum	Rocky Mountain Juniper	5'
MAA	4	Maackia amurensis	Amur Maackia	1.5" Cal.
TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AC	58	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal
FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal
PL	20	Philadelphus Lewisii	Wild Mockorange	5 gal
PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal
PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal
PP	42	Pinus mugo 'Pumilio'	Mugo Pine	5 gal
PM	44	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 gal
PB	199	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal
RG	225	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
SH	23	Shepherdia argentea	Silver Buffaloberry	5 gal

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT
CO	170	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal
HS	187	Helictotrichon sempervirens	Blue Oat Grass	1 gal
MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal
PV	281	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal

PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT
GL	214	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal
HE	152	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal
NW	198	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	1 gal
PR	123	Penstemon rostriflorus	Bridge Penstemon	1 gal
PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal
RF	232	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal
SA	309	Sedum spectabile 'Autumn Joy'	Stonewall	1 gal

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
GB	1,471	Cerastium macrorrhizum 'Beven's Variety'	Beven's Variety Cerastium	4" pot	18" o.c.
TURF	3,624 sf	Turf Sod	Drought Tolerant Bluegrass Blend	sod	

MATCH LINE - SEE SHEET LP-2

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WILDFLOWER - VILLAGE 3A PLAT A-1
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PLANTING PLAN

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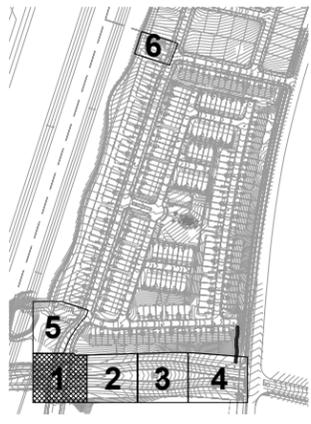
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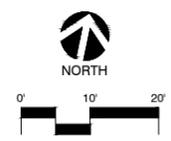
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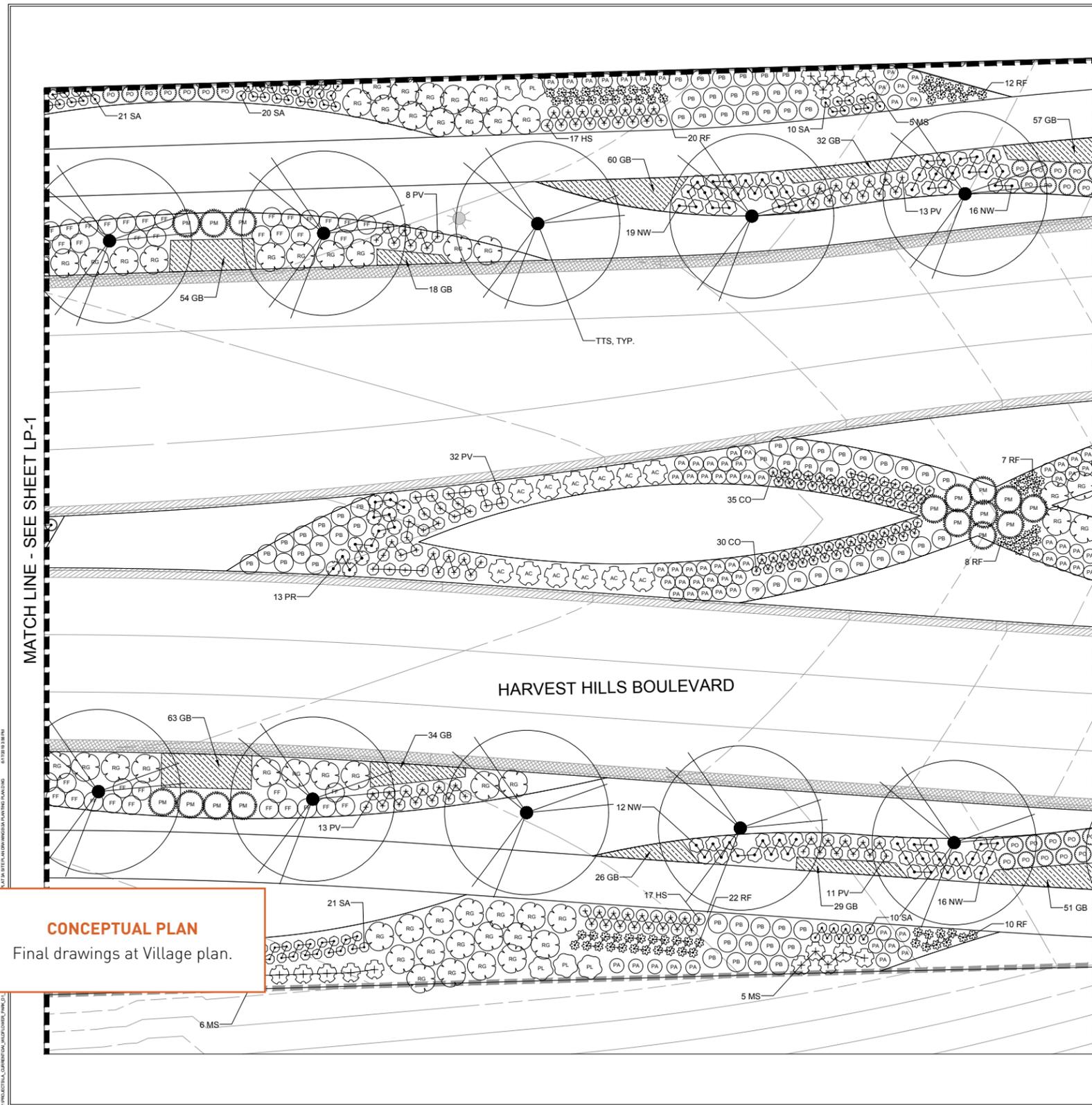
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LANDMARK DESIGN
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Amateur Solar Gardens
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Salt Lake City, Utah 84101
(801) 474-3300





CONCEPTUAL PLAN
Final drawings at Village plan.

PLANT SCHEDULE A-1

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GBS	7	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.
JS	4	Juniperus scopulorum	Rocky Mountain Juniper	5'
MAA	4	Maackia amurensis	Amur Maackia	1.5" Cal.
TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
AC	58	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal
FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal
PL	20	Philadelphus lewisii	Wild Mockorange	5 gal
PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal
PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal
PP	42	Pinus mugo 'Pumilio'	Mugo Pine	5 gal
PM	44	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 gal
PB	199	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal
RG	225	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
SH	23	Shepherdia argentea	Silver Buffaloberry	5 gal

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CO	170	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal
HS	187	Helictotrichon sempervirens	Blue Oat Grass	1 gal
MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal
PV	281	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal

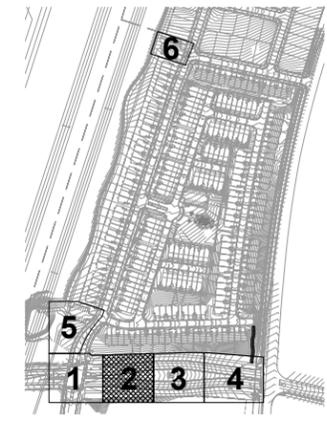
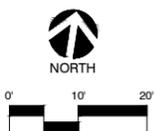
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
GL	214	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal
HE	152	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal
NW	198	Nepeta x 'assenisi' 'Walkers Low'	Walkers Low Catmint	1 gal
PR	123	Penstemon rostriflorus	Bridge Penstemon	1 gal
PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal
RF	232	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal
SA	309	Sedum spectabile 'Autumn Joy'	Stoncrop	1 gal

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING
GB	1,471	Geranium macranthum 'Beven's Variety'	Beven's Variety Geranium	4" pot	18" o.c.
TURF	3,624 sf	Turf Sod	Drought Tolerant Bluegrass Blend	sod	

MATCH LINE - SEE SHEET LP-3

MATCH LINE - SEE SHEET LP-1

HARVEST HILLS BOULEVARD



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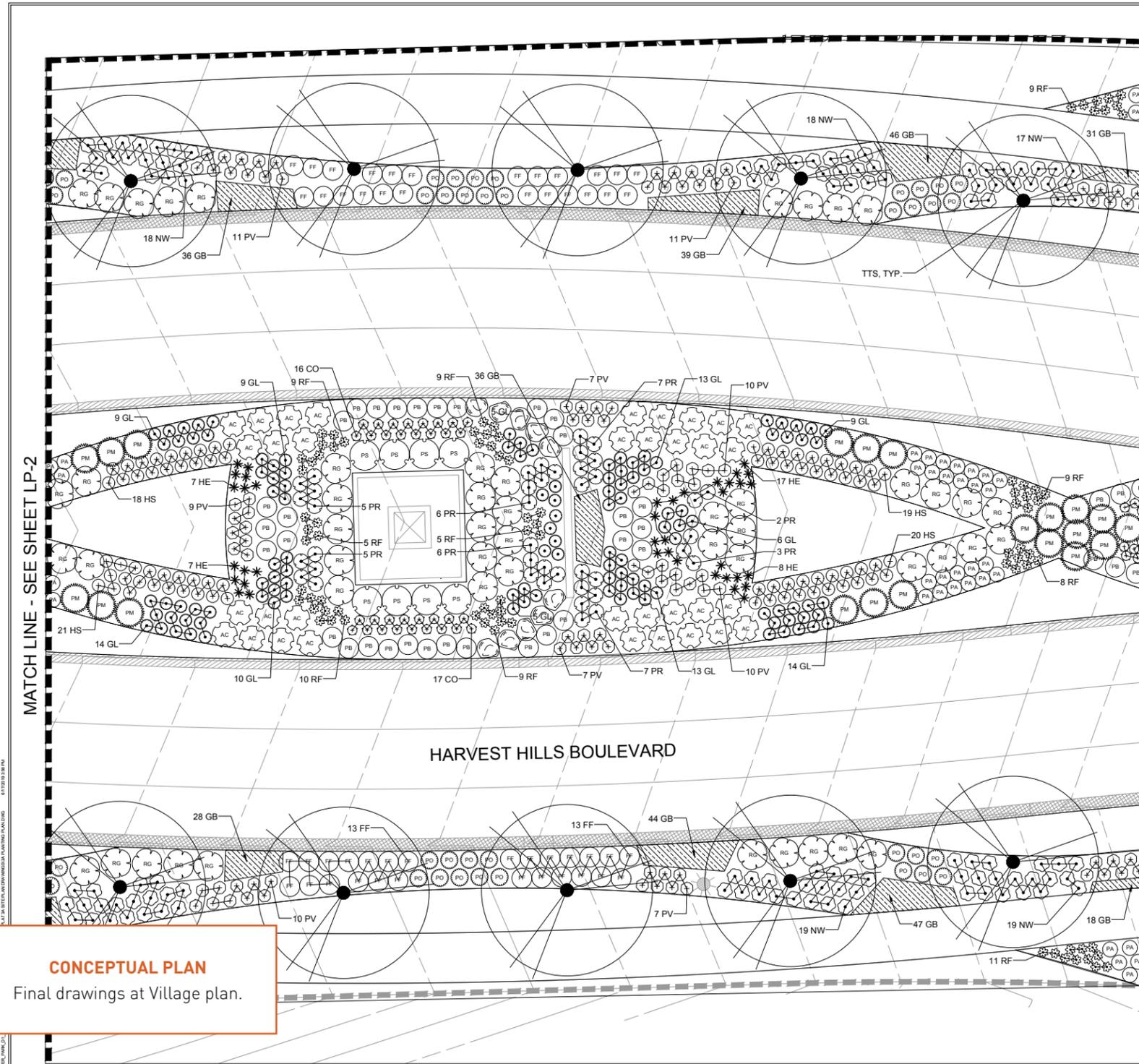
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WILDFLOWER - VILLAGE 3A PLAT A-1
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PLANTING PLAN

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SHEET	LP-2



CONCEPTUAL PLAN
Final drawings at Village plan.

PLANT SCHEDULE A-1

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GBS	7	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.
JS	4	Juniperus scopulorum	Rocky Mountain Juniper	5'
MAA	4	Maackia amurensis	Amur Maackia	1.5" Cal.
TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.

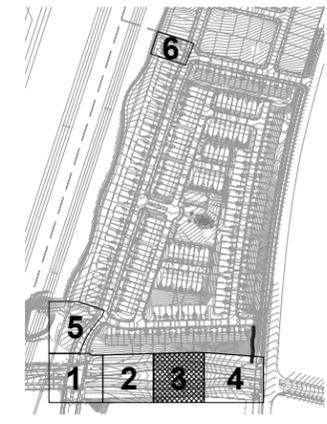
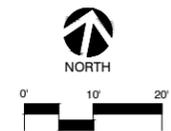
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
AC	58	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal
FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal
FL	20	Philadelphus lewisii	Wild Mockorange	5 gal
PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal
PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal
PP	42	Pinus mugo 'Pumilio'	Mugo Pine	5 gal
PM	44	Pinus besseyi 'Pawnee Buttes'	Dwarf Mugo Pine	5 gal
PB	199	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal
RG	225	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
SH	23	Shepherdia argentea	Silver Butteberry	5 gal

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
CO	170	Callamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal
HS	187	Helictotrichon sempervirens	Blue Oat Grass	1 gal
MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal
PV	281	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal

PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.
GL	214	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal
HE	152	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal
NW	198	Nepeta x 'basensis' 'Walkers Low'	Walkers Low Catmint	1 gal
PR	123	Penstemon rostriflorus	Bridge Penstemon	1 gal
PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal
RF	232	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal
SA	309	Sedum spectabile 'Autumn Joy'	Stonecrop	1 gal

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING
GB	1,471	Geranium macrorrhizum 'Beven's Variety'	Beven's Variety Geranium	4" pot	18" o.c.
TURF	3,624 sf	Turf Sod	Drought Tolerant Bluegrass Blend	sod	

MATCH LINE - SEE SHEET LP-4



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WILDFLOWER - VILLAGE 3A PLAT A-1
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PLANTING PLAN

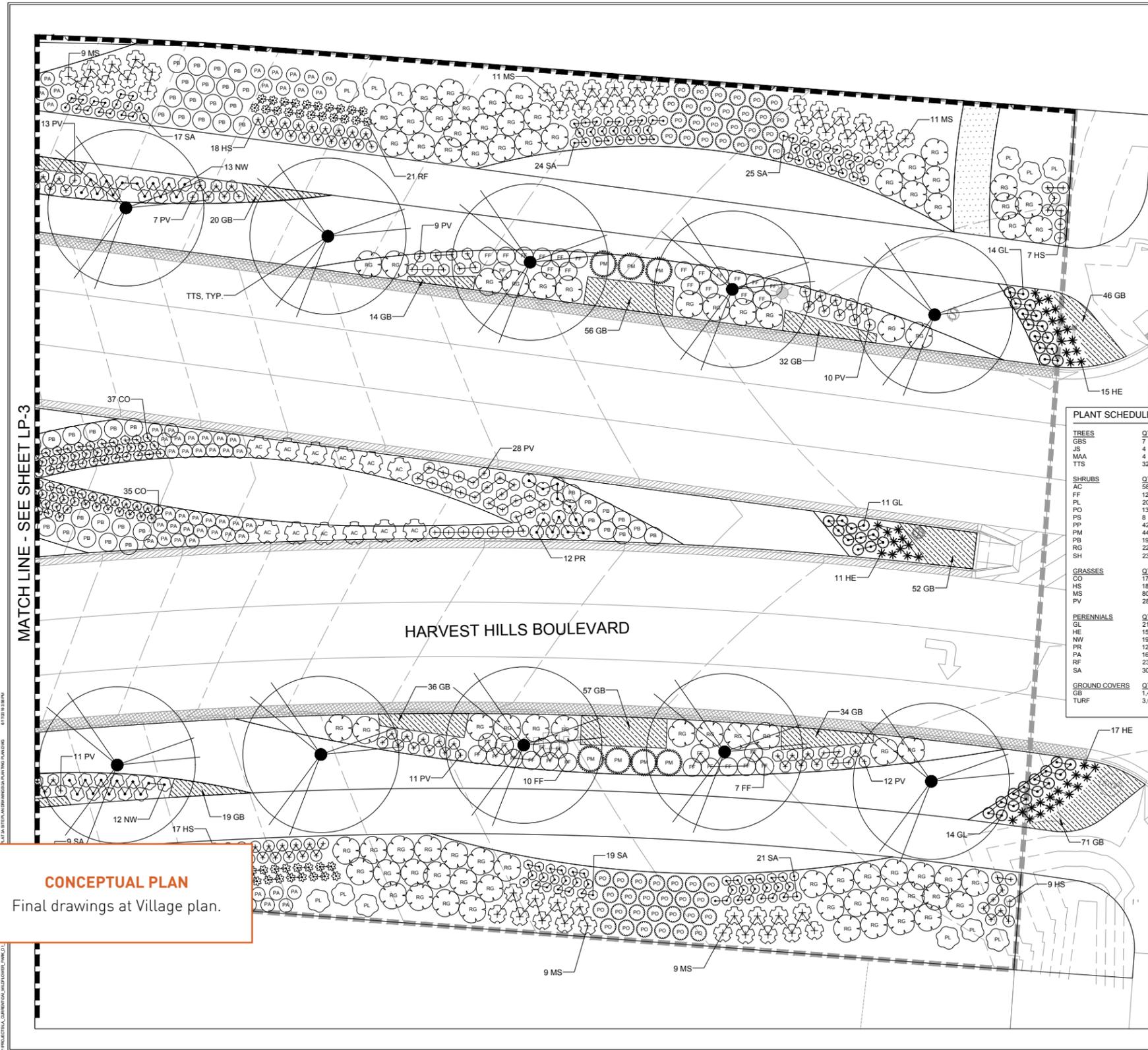
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CHECKED BY:	HH
SCALE:	
DATE:	6/17/2018
SHEET	LP-3



PLANT SCHEDULE A-1

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GBS	7	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.
JS	4	Juniperus scopulorum	Rocky Mountain Juniper	5'
MAA	4	Maackia amurensis	Amur Maackia	1.5" Cal.
TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AC	58	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal
FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal
PL	20	Philadelphus lewisii	Wild Mockorange	5 gal
PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal
PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal
PP	42	Pinus mugo 'Pumilio'	Mugo Pine	5 gal
PM	44	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 gal
PB	199	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal
RG	225	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal
SH	23	Shepherdia argentea	Silver Buffaloberry	5 gal
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT
CO	170	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal
HS	157	Helictotrichon sempervirens	Blue Oat Grass	1 gal
MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal
PV	281	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT
GL	214	Gaura lindheimeri 'Sparkie White'	Sparkie White Gaura	1 gal
HE	152	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal
NW	198	Nepeta x 'basenii' 'Walkers Low'	Walkers Low Catmint	1 gal
PR	123	Penstemon tomentosus	Bridge Penstemon	1 gal
PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal
RF	232	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal
SA	309	Scedum spectabile 'Autumn Joy'	Stoncrop	1 gal
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT
GB	1,471	Geranium macrorrhizum 'Beven's Variety'	Beven's Variety Geranium	4" pot
TURF	3,624 sq ft	Turf Sod	Drought Tolerant Bluegrass Blend	sod

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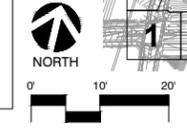
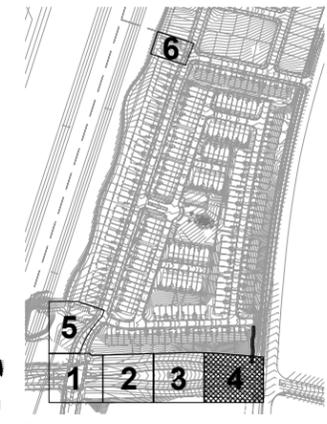
WILDFLOWER - VILLAGE 3A PLAT A-1
 CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PLANTING PLAN

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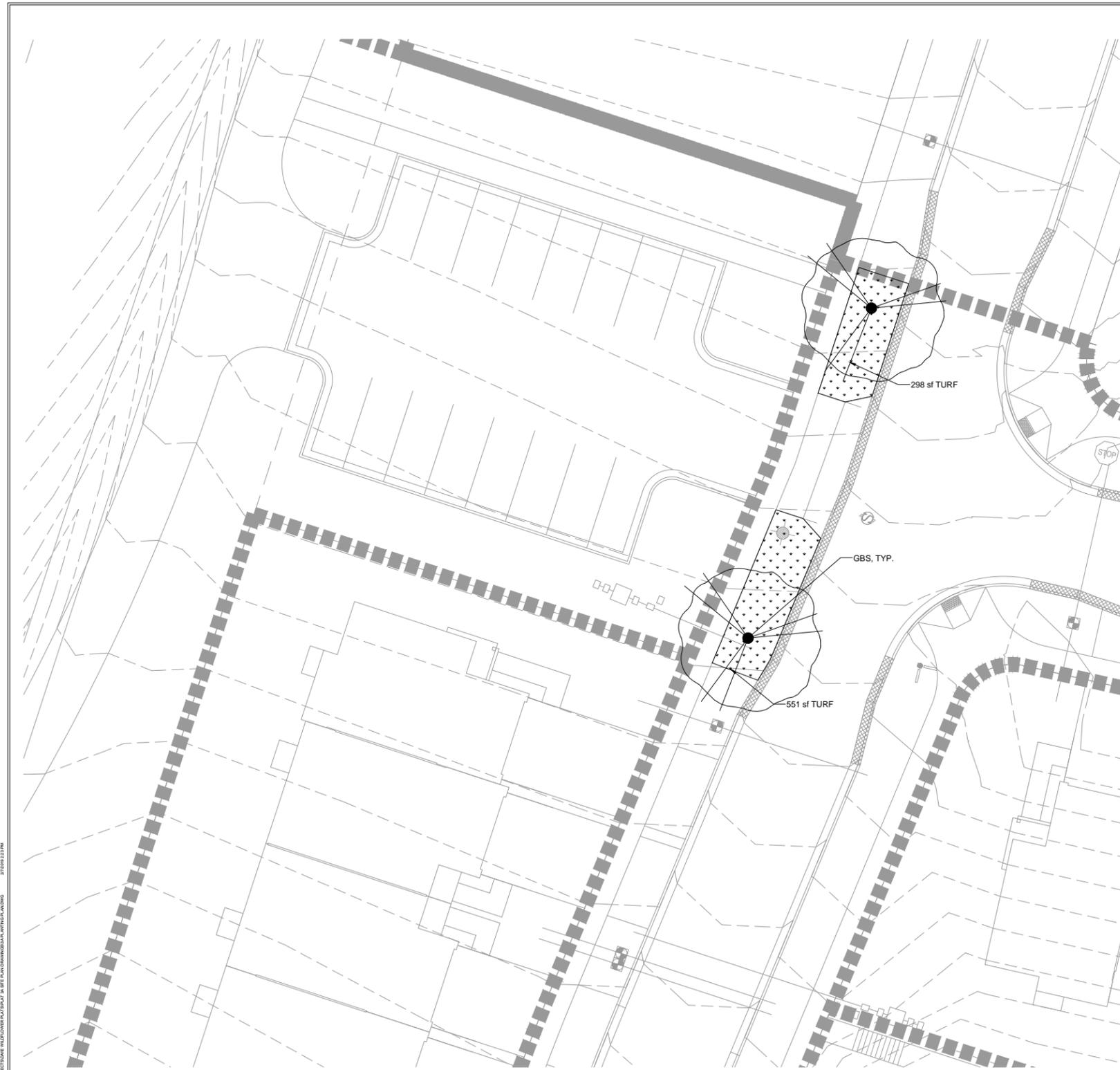
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2013-0902
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ST
 CHECKED BY:
HH
 SCALE:
 DATE:
6/17/2018
 SHEET
LP-4





3a North Parking Lot



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	GBS	10	Ginkgo biloba 'Shangri La'	Shangri La Ginkgo	2" Cal.
	TTS	32	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.

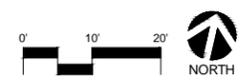
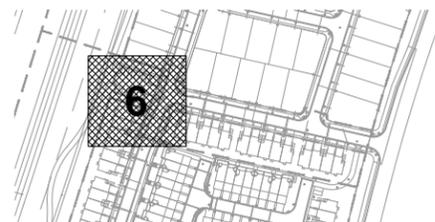
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	AC	64	Arctostaphylos x coloradoensis 'Chieftain'	Chieftain Manzanita	5 gal
	FF	123	Forsythia x 'Fiesta'	Fiesta Forsythia	2 gal
	PL	20	Philadelphus lewisii	Wild Mockorange	5 gal
	PO	134	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 gal
	PS	8	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5 gal
	PM	44	Pinus mugo 'Mughus'	Dwarf Mugo Pine	5 gal
	PB	173	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal
	RG	232	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	CO	175	Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal
	HS	187	Helictotrichon sempervirens	Blue Oat Grass	1 gal
	MS	80	Miscanthus sinensis 'Morning Light'	Eulalia Grass	1 gal
	PS	282	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal

PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	GL	209	Gaura lindheimeri 'Sparkle White'	Sparkle White Gaura	1 gal
	HE	161	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal
	NW	198	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	1 gal
	PR	48	Penstemon rostriflorus	Bridge Penstemon	1 gal
	PA	165	Perovskia atriplicifolia 'Blue Steel'	Russian Sage	1 gal
	RF	249	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 gal
	SA	230	Sedum spectabile 'Autumn Joy'	Stonecrop	1 gal

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
	GB	1,435	Geranium macrorrhizum 'Beven's Variety'	Beven's Variety Geranium	4" pot	18" o.c.
	TURF	5,116 sf	Turf Sod	Drought Tolerant Bluegrass Blend sod		

NOTE:
SOME PLANT CALLOUT LABELS CROSS MATCH LINES. SEE ADJACENT SHEET FOR CONTINUATION.



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WILDFLOWER - VILLAGE 3A
SITE PLAN SUBMITTAL
SARATOGA SPRINGS CITY, UTAH
PLANTING PLAN

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DATE:
02/07/2019

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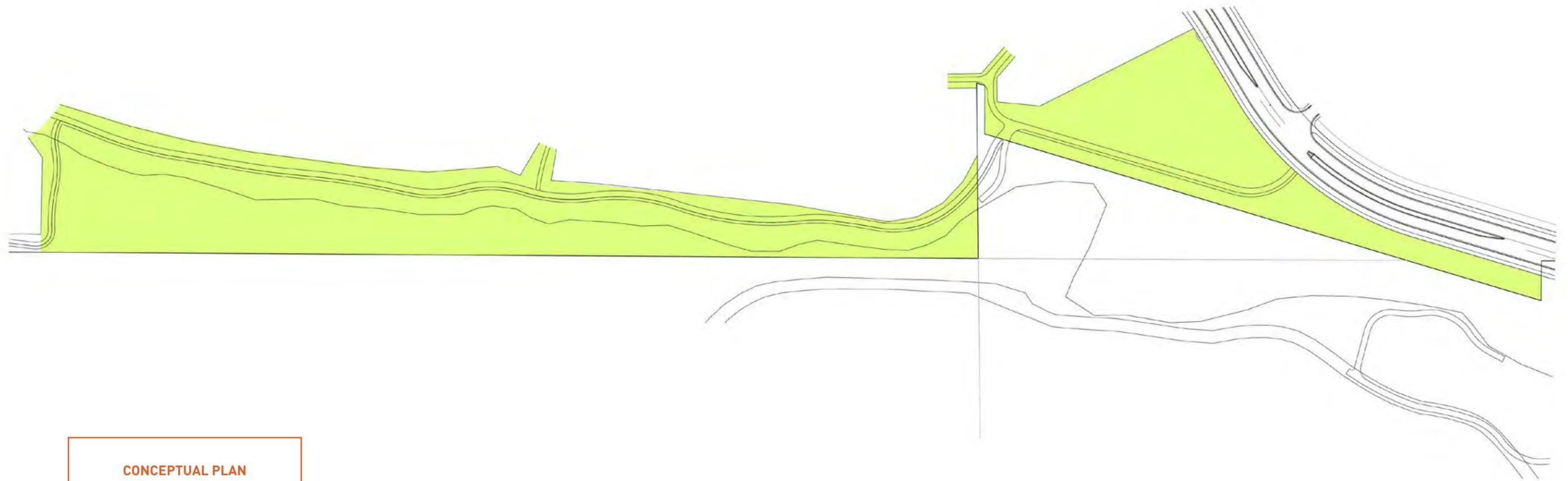
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LANDSCAPE ARCHITECTURE
& PLANNING
Approved State Registration
880 South 400 West • Suite 104
Salt Lake City, Utah 84115
(801) 474-2200





CONCEPTUAL PLAN
Final drawings at Village plan.





CONCEPTUAL PLAN
Final drawings at Village plan.

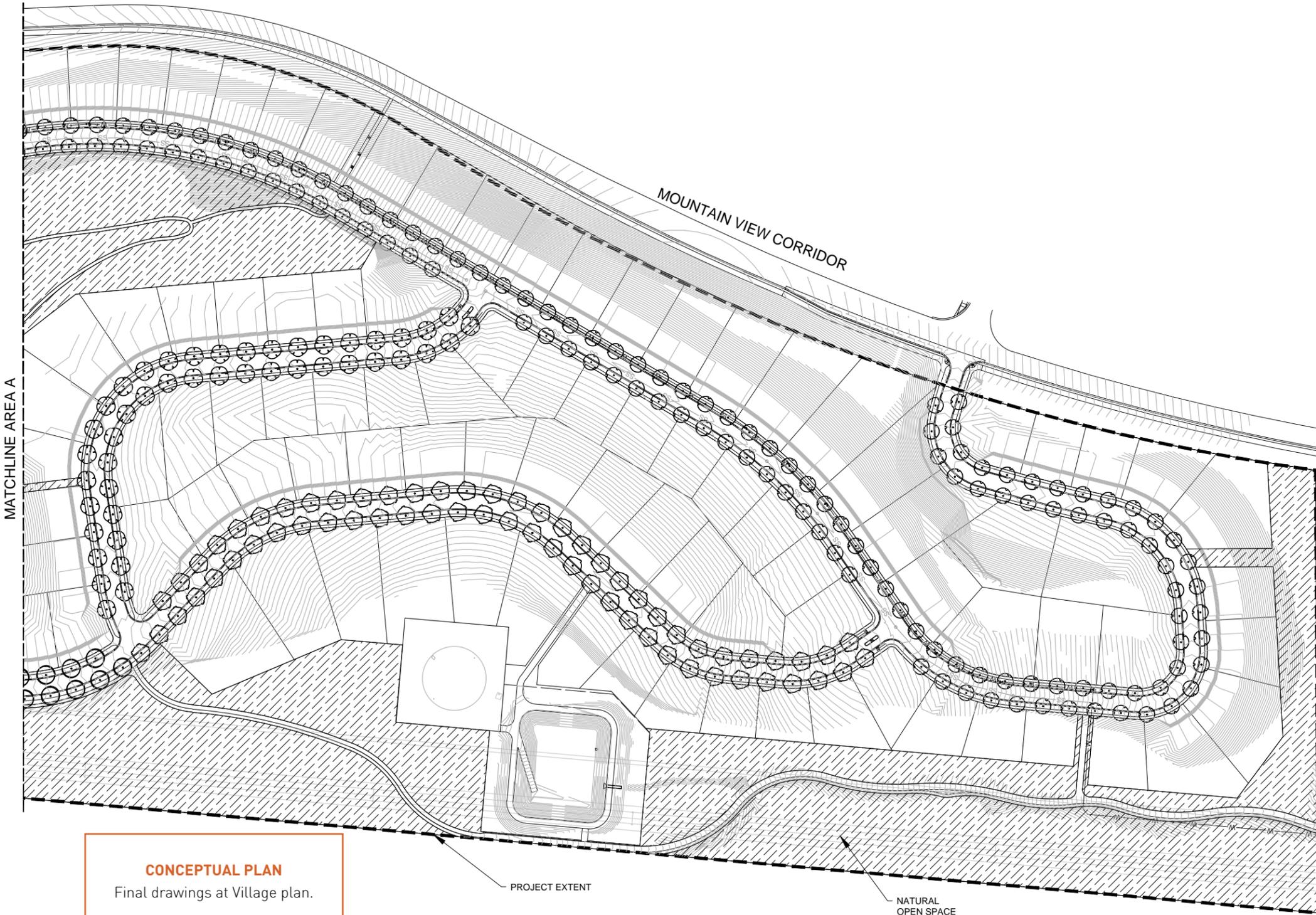




LANDSCAPE CONCEPT PLAN - AREA B

PLANT SCHEDULE

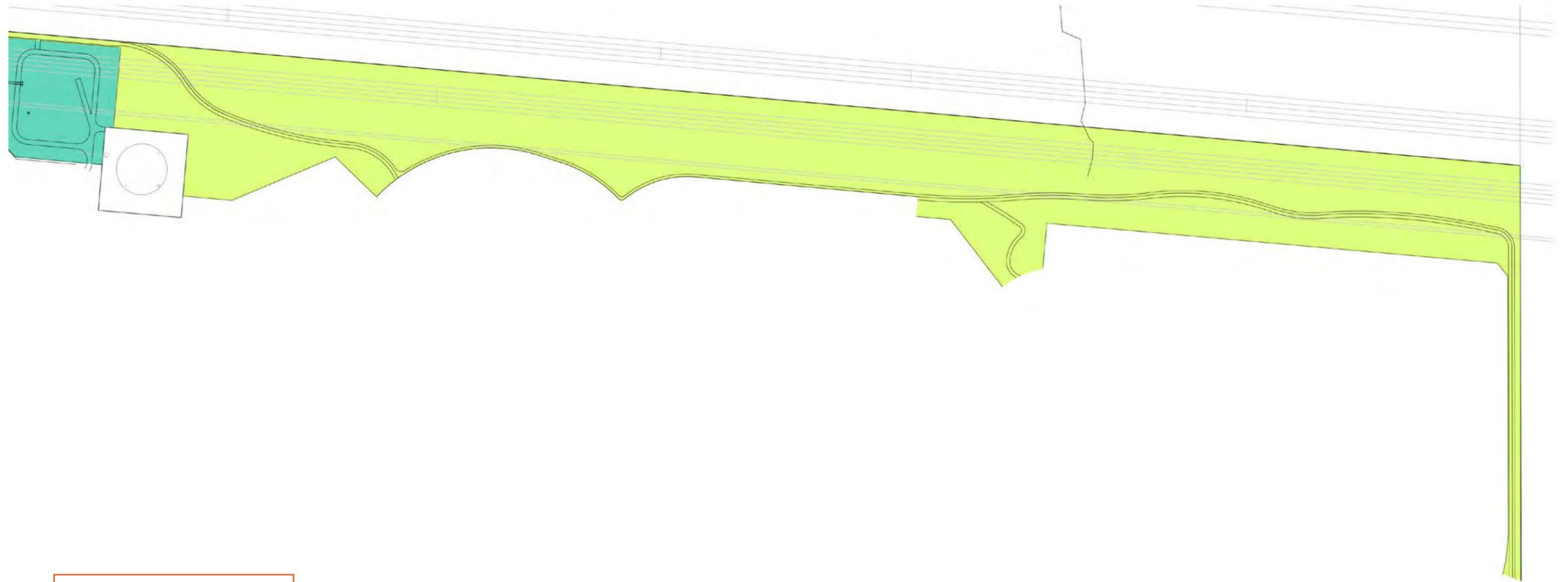
TREES	BOTANICAL NAME	COMMON NAME	QTY
	<i>Acer truncatum</i> 'Norwegian Sunset'	Maple	39
	<i>Celtis occidentalis</i> 'Chicagoland'	Common Hackberry	143
	<i>Cercis canadensis</i>	Eastern Redbud	4
	<i>Ginkgo biloba</i> 'Magyar'	Magyar Ginkgo	3
	<i>Gleditsia triacanthos</i> 'Skyline'	Skyline Honey Locust	66
	<i>Pinus nigra</i>	Austrian Black Pine	1
	<i>Prunus serrulata</i> 'Kwanzan'	Kwanzan Japanese Flowering Cherry	6
	<i>Quercus robur</i> x <i>bicolor</i> 'Long' TM	Regal Prince Oak	5
	<i>Tilia americana</i> 'Redmond'	Redmond American Linden	46
	<i>Tilia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden	36
	<i>Tilia tomentosa</i> 'Sterling'	Sterling Silver Linden	60
	<i>Ulmus americana</i> 'Princeton'	American Elm	34
	<i>Ulmus</i> x 'Accolade'	Accolade Elm	26
	<i>Zelkova serrata</i> 'Green Vase'	Green Vase Sawleaf Zelkova	45
	<i>Zelkova serrata</i> 'Village Green'	Sawleaf Zelkova	64



- LAWN BLEND**
Lolium perenne / Perennial Ryegrass
Poa pratensis / Kentucky Bluegrass
- NATURAL OPEN SPACE**
REPAIR AND/OR REVEGETATE AS REQUIRED WITH PLANTINGS
SIMILAR TO EXISTING FOOTHILL PLANT COMMUNITY.
- GREAT BASIN WILDFLOWER SEED MIX**
SEE AREA C FOR SEED MIX SCHEDULE

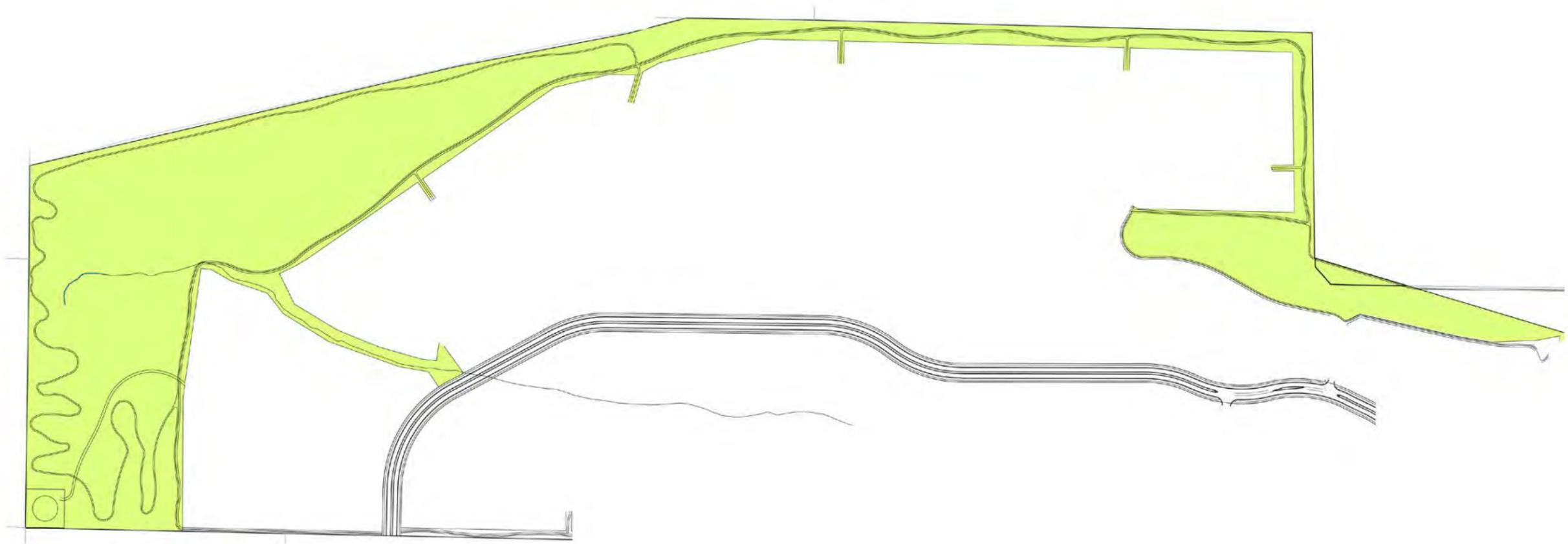
- NOTES:**
- QUANTITIES SHOWN ARE FOR ENTIRE VILLAGE 4 PLAN.
 - LANDSCAPE PLANS ARE CONCEPTUAL AND EXACT SPECIES SELECTED AT TIME OF PLAT MAY VARY FROM THIS PLAN AS DETAILED DESIGN CONSIDERATIONS ARE MADE. PLANTS WILL GENERALLY BE SELECTED FROM THE CITY'S RECOMMENDED TREE & PLANT PALETTE, THOUGH OTHER APPROPRIATE SPECIES WILL ALSO BE INCLUDED BASED UPON PROFESSIONAL KNOWLEDGE AND EXPERIENCE. THE FINAL LANDSCAPE PLANS WILL BE REVIEWED WITH THE PRELIMINARY PLAT AND SHALL COMPLY WITH SECTION 19.06 OF THE SARATOGA SPRINGS MUNICIPAL CODE.
 - STREET TREE SPACING WILL TYPICALLY BE 50' O.C., BUT MAY VARY DEPENDING ON SPECIFIC SPECIES USED. STREET TREE SPACING WILL ALSO BE ADJUSTED FOR DRIVEWAYS, SITE TRIANGLES, AND OTHER SITE CONDITIONS AND REQUIREMENTS.
 - LANDSCAPING IN TOWNHOME AREAS TO BE DETAILED AT THE TIME OF PLATS.
 - SEE LANDSCAPE CONCEPT PLAN - AREA C FOR DATA TABLE.





CONCEPTUAL PLAN
Final drawings at Village plan.



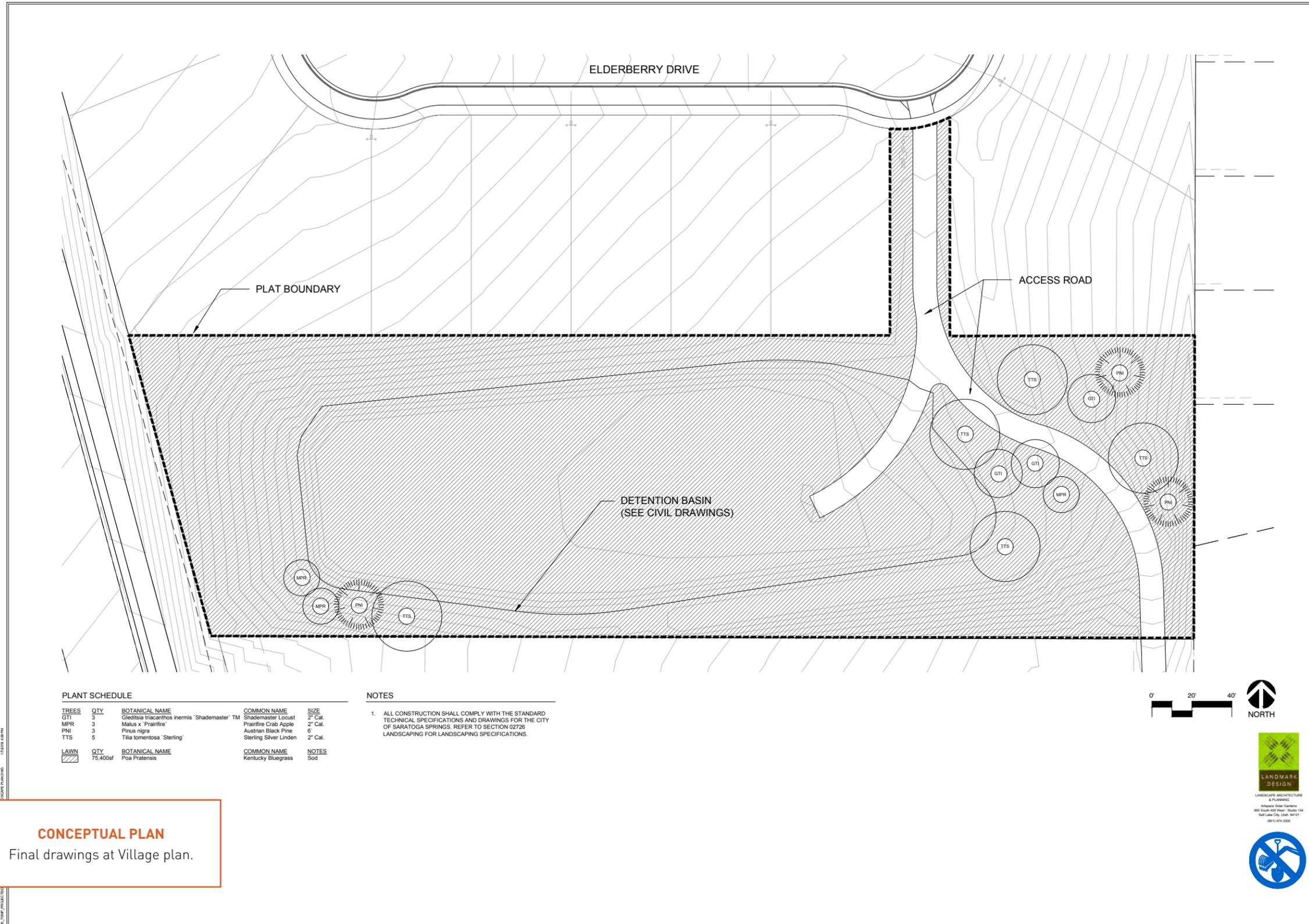


CONCEPTUAL PLAN
Final drawings at Village plan.





Plat C-1 Detention



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GTI	3	Gleditsia triacanthos 'Shademaster'™	Shademaster Locust	2" Cal.
MPR	3	Malus x 'Prairifire'	Prairifire Crab Apple	2" Cal.
PNI	3	Pinus nigra	Austrian Black Pine	6"
TTS	5	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2" Cal.

LAWN	QTY	BOTANICAL NAME	COMMON NAME	NOTES
	75,400sf	Poa Pratensis	Kentucky Bluegrass	Soil

NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THE CITY OF SARATOGA SPRINGS. REFER TO SECTION 02726 LANDSCAPING FOR LANDSCAPING SPECIFICATIONS.

CONCEPTUAL PLAN
Final drawings at Village plan.

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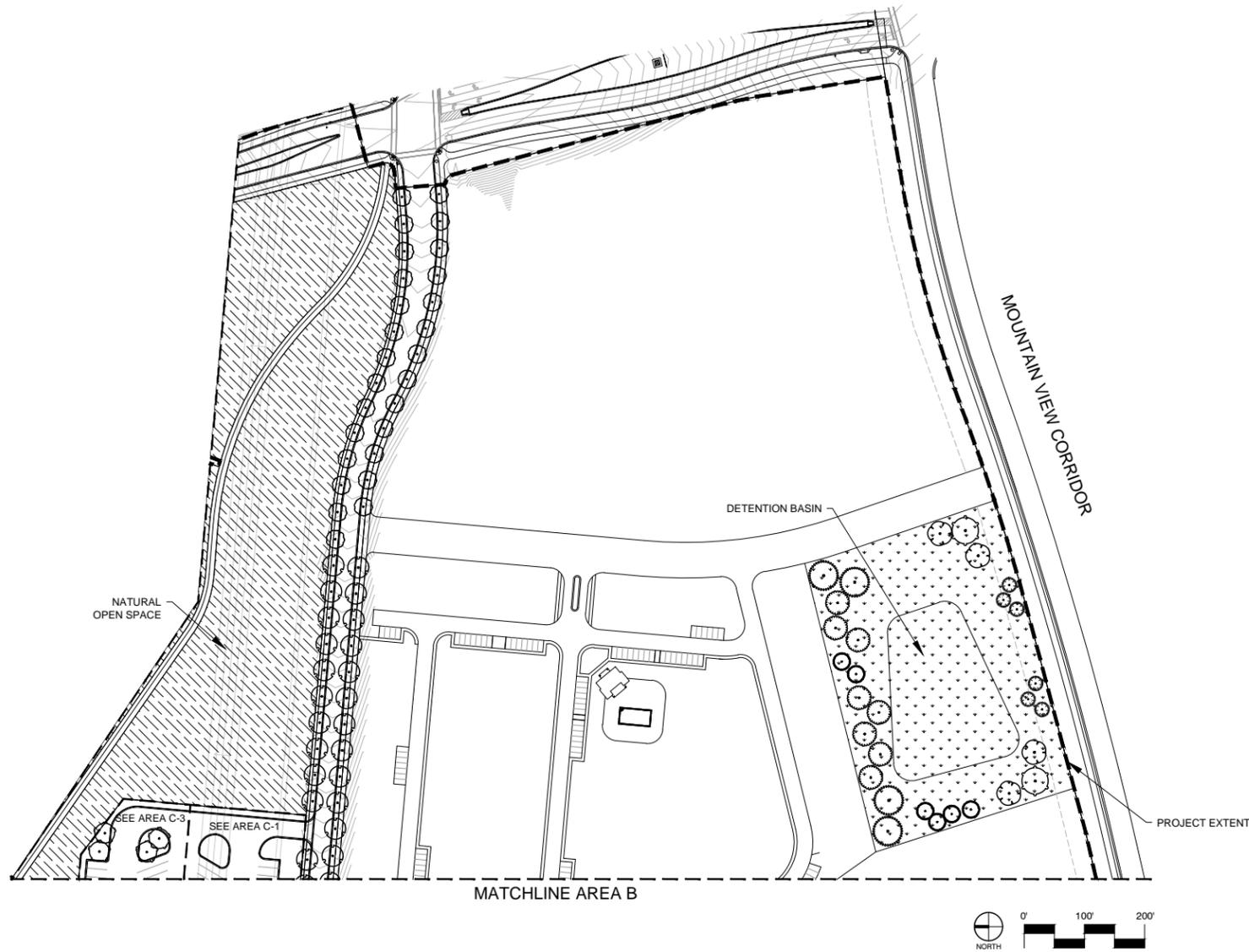
**WILDFLOWER - PLAT "C-1"
VILLAGE #1 - SOUTH
SARATOGA SPRINGS CITY, UTAH
PLANTING PLAN**

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SCALE:
DATE:
1/10/2019

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LANDSCAPE CONCEPT PLAN - AREA A

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	QTY
	<i>Celtis occidentalis</i>	Common Hackberry	49
	<i>Ginkgo biloba</i> 'Shangri La'	Shangri La Ginkgo	27
	<i>Gleditsia triacanthos inermis</i> 'Harve'	Northern Acclaim Honeylocust	18
	<i>Juglans nigra</i>	Black Walnut	4
	<i>Pinus ponderosa</i>	Ponderosa Pine	6
	<i>Pinus sylvestris</i>	Scotch Pine	6
	<i>Quercus bicolor</i>	Swamp White Oak	4
	<i>Quercus velutina</i>	Black Oak	2
	<i>Tilia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden	46
	<i>Ulmus americana</i> 'JFS-Prince II'	Colonial Spirit American Elm	8
	<i>Zelkova serrata</i> 'Wireless'	Sawleaf Zelkova	9
	LAWN BLEND <i>Lolium perenne</i> / Perennial Ryegrass <i>Poa pratensis</i> / Kentucky Bluegrass		30,070 sf
	NATURAL OPEN SPACE REPAIR AND/OR REVEGETATE AS REQUIRED WITH PLANTINGS SIMILAR TO EXISTING FOOTHILL PLANT COMMUNITY.		1,614,673 sf

NOTES:

1. QUANTITIES SHOWN ARE FOR ENTIRE VILLAGE 2 PLAN.
2. LANDSCAPE PLANS ARE CONCEPTUAL AND EXACT SPECIES SELECTED AT TIME OF PLAT MAY VARY FROM THIS PLAN AS DETAILED DESIGN CONSIDERATIONS ARE MADE. PLANTS WILL GENERALLY BE SELECTED FROM THE CITY'S RECOMMENDED TREE & PLANT PALETTE, THOUGH OTHER APPROPRIATE SPECIES WILL ALSO BE INCLUDED BASED UPON PROFESSIONAL KNOWLEDGE AND EXPERIENCE. THE FINAL LANDSCAPE PLANS WILL BE REVIEWED WITH THE PRELIMINARY PLAT AND SHALL COMPLY WITH SECTION 19.06 OF THE SARATOGA SPRINGS MUNICIPAL CODE.
3. STREET TREE SPACING WILL TYPICALLY BE 45' O.C., BUT MAY VARY DEPENDING ON SPECIFIC SPECIES USED. STREET TREE SPACING WILL ALSO BE ADJUSTED FOR DRIVEWAYS, SITE TRIANGLES, AND OTHER SITE CONDITIONS AND REQUIREMENTS.

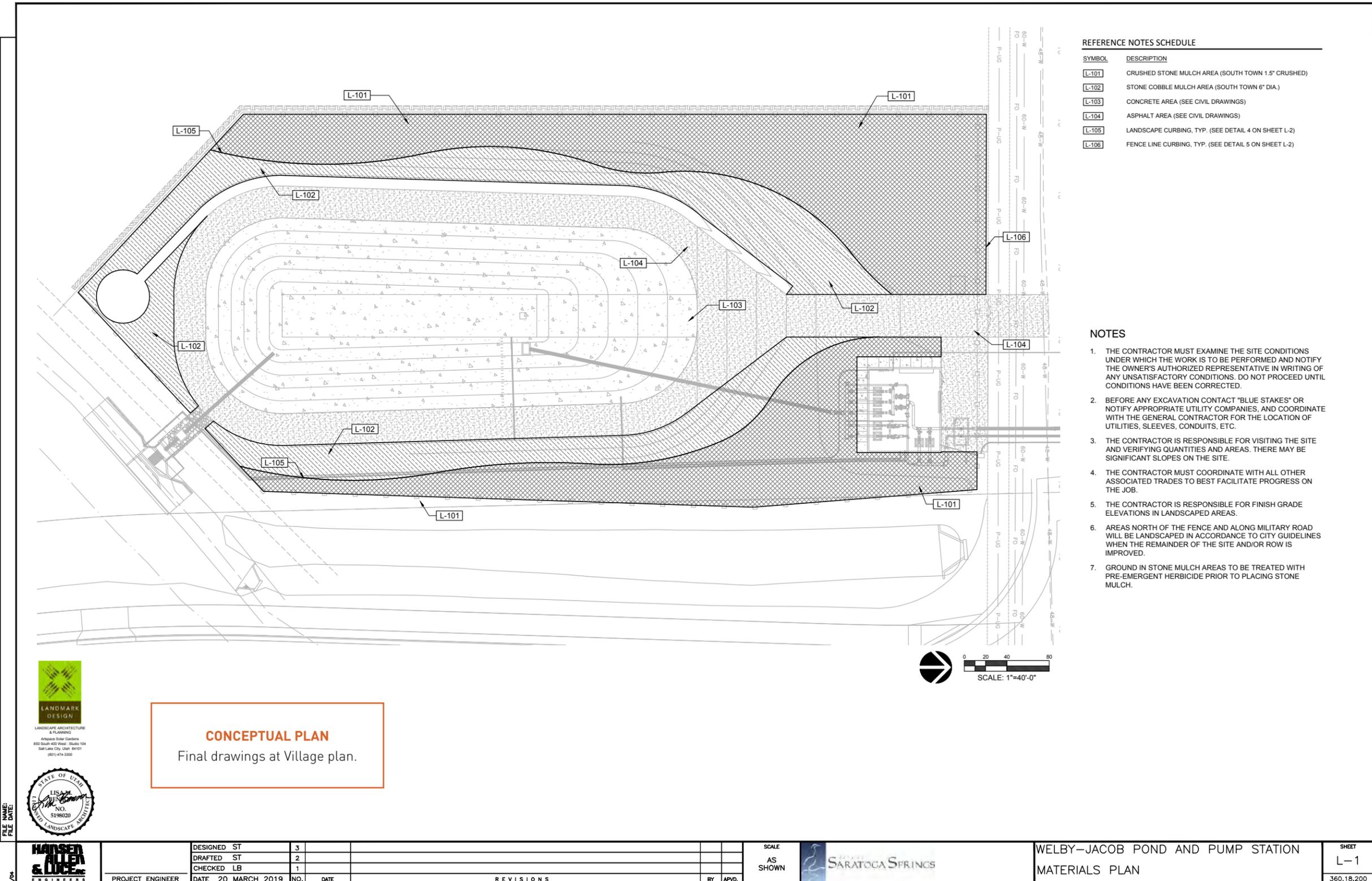
DATA SHEET FOR ENTIRE VILLAGE PLAN AREA

Plant Type	Total Qty	Total SF	Percent of Landscape
Trees	179	N/A	N/A
Shrub/Grass/Perennial Mix in Rock Mulch	638	50,856	19%
Turf		221,544	81%
Total Developed/Irrigated Landscape		272,200	100%
Drought Tolerant Species	21 total species (11 trees, 10 shrub/perennial) 80% of these are drought tolerant (either low or moderate water use)		
Natural Open Space Restoration		464,384	





Pump Station / Detention B



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
L-101	CRUSHED STONE MULCH AREA (SOUTH TOWN 1.5" CRUSHED)
L-102	STONE COBBLE MULCH AREA (SOUTH TOWN 6" DIA.)
L-103	CONCRETE AREA (SEE CIVIL DRAWINGS)
L-104	ASPHALT AREA (SEE CIVIL DRAWINGS)
L-105	LANDSCAPE CURBING, TYP. (SEE DETAIL 4 ON SHEET L-2)
L-106	FENCE LINE CURBING, TYP. (SEE DETAIL 5 ON SHEET L-2)

NOTES

1. THE CONTRACTOR MUST EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
2. BEFORE ANY EXCAVATION CONTACT "BLUE STAKES" OR NOTIFY APPROPRIATE UTILITY COMPANIES, AND COORDINATE WITH THE GENERAL CONTRACTOR FOR THE LOCATION OF UTILITIES, SLEEVES, CONDUITS, ETC.
3. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND VERIFYING QUANTITIES AND AREAS. THERE MAY BE SIGNIFICANT SLOPES ON THE SITE.
4. THE CONTRACTOR MUST COORDINATE WITH ALL OTHER ASSOCIATED TRADES TO BEST FACILITATE PROGRESS ON THE JOB.
5. THE CONTRACTOR IS RESPONSIBLE FOR FINISH GRADE ELEVATIONS IN LANDSCAPED AREAS.
6. AREAS NORTH OF THE FENCE AND ALONG MILITARY ROAD WILL BE LANDSCAPED IN ACCORDANCE TO CITY GUIDELINES WHEN THE REMAINDER OF THE SITE AND/OR ROW IS IMPROVED.
7. GROUND IN STONE MULCH AREAS TO BE TREATED WITH PRE-EMERGENT HERBICIDE PRIOR TO PLACING STONE MULCH.



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 450 South 400 West, Studio 104
 Salt Lake City, Utah 84111
 (801) 474-3300



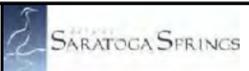
CONCEPTUAL PLAN
 Final drawings at Village plan.

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PROJECT ENGINEER	DATE	20 MARCH 2019	NO.	DATE	REVISIONS	BY

SCALE
 AS SHOWN



WELBY-JACOB POND AND PUMP STATION
 MATERIALS PLAN

SHEET
 L-1
 360.18.200





Tanuki Secondary Water Pond

CONCEPTUAL PLAN
Final drawings at Village plan.



REFERENCE NOTES SCHEDULE

SYMBOL	LANDSCAPE DESCRIPTION
L-101	CRUSHED STONE MULCH AREA (MOUNTAIN ROSE 1.5" CRUSHED)
L-102	STONE COBBLE MULCH AREA (SOUTHTOWN TAN 6" DIA.)
L-103	CONCRETE AREA (SEE CIVIL DRAWINGS)
L-104	ASPHALT AREA (SEE CIVIL DRAWINGS)
L-105	LANDSCAPE CURBING, TYP. (SEE DETAIL 1 ON SHEET L-2)
L-106	FENCE LINE CURBING, TYP. (SEE DETAIL 2 ON SHEET L-2)

- NOTES**
1. THE CONTRACTOR MUST EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
 2. BEFORE ANY EXCAVATION CONTACT "BLUE STAKES" OR NOTIFY APPROPRIATE UTILITY COMPANIES, AND COORDINATE WITH THE GENERAL CONTRACTOR FOR THE LOCATION OF UTILITIES, SLEEVES, CONDUITS, ETC.
 3. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND VERIFYING QUANTITIES AND AREAS. THERE MAY BE SIGNIFICANT SLOPES ON THE SITE.
 4. THE CONTRACTOR MUST COORDINATE WITH ALL OTHER ASSOCIATED TRADES TO BEST FACILITATE PROGRESS ON THE JOB.
 5. THE CONTRACTOR IS RESPONSIBLE FOR FINISH GRADE ELEVATIONS IN LANDSCAPED AREAS.
 6. AREAS OUTSIDE OF THE FENCE LINE WILL BE LANDSCAPED IN ACCORDANCE TO CITY GUIDELINES WHEN THE REMAINDER OF THE SITE AND/OR ROW IS IMPROVED.
 7. GROUND IN STONE MULCH AREAS TO BE TREATED WITH PRE-EMERGENT HERBICIDE AND WEED BARRIER FABRIC PRIOR TO PLACING STONE MULCH.



LANDSCAPE ARCHITECTURE & PLANNING
Angeles Solar Gardens
400 South 400 West, Studio 104
Salt Lake City, Utah 84111
(801) 474-3300



FILE NAME:
FILE DATE:
7/24



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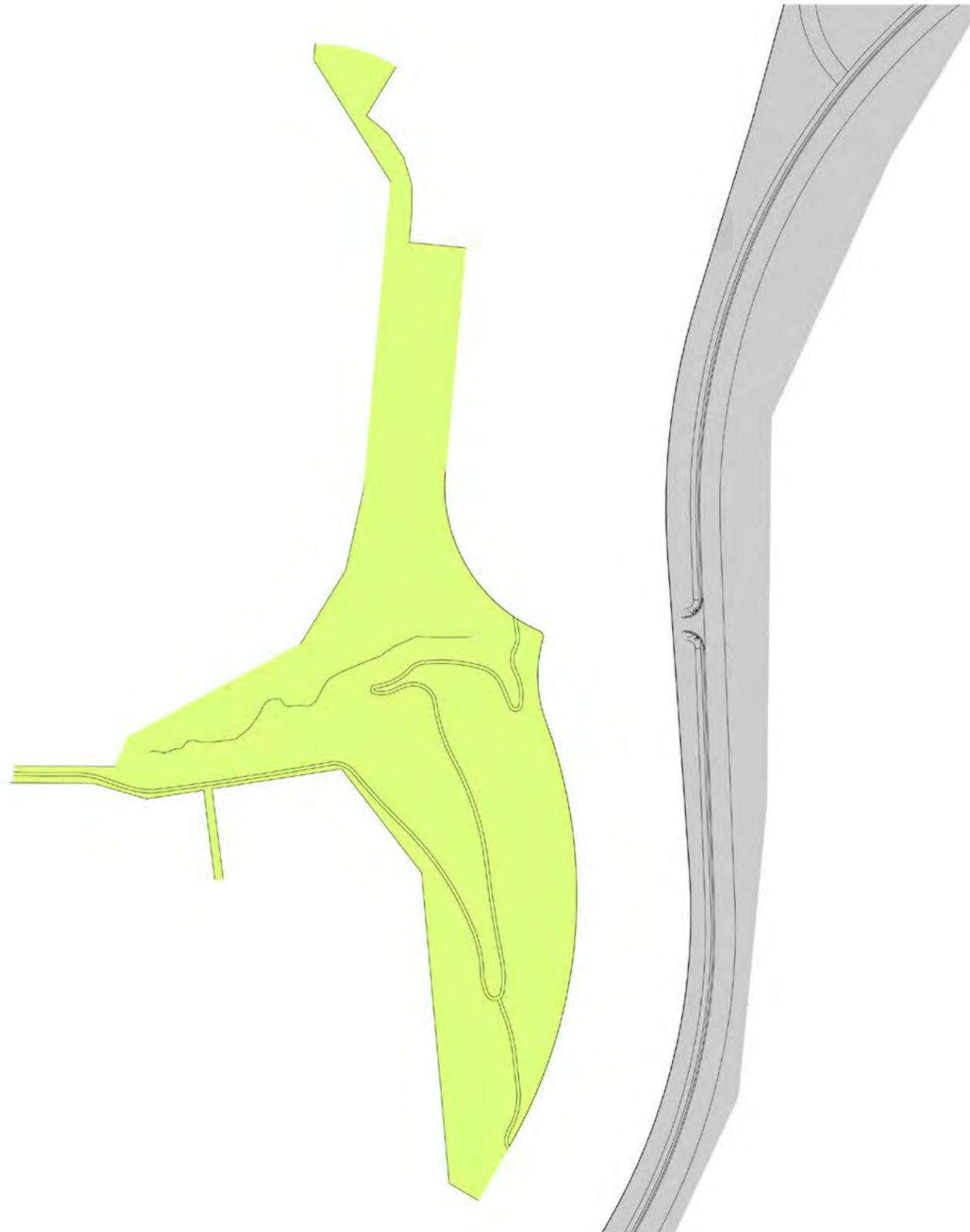
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WILDFLOWER ZONE 3 POND
LANDSCAPE PLAN

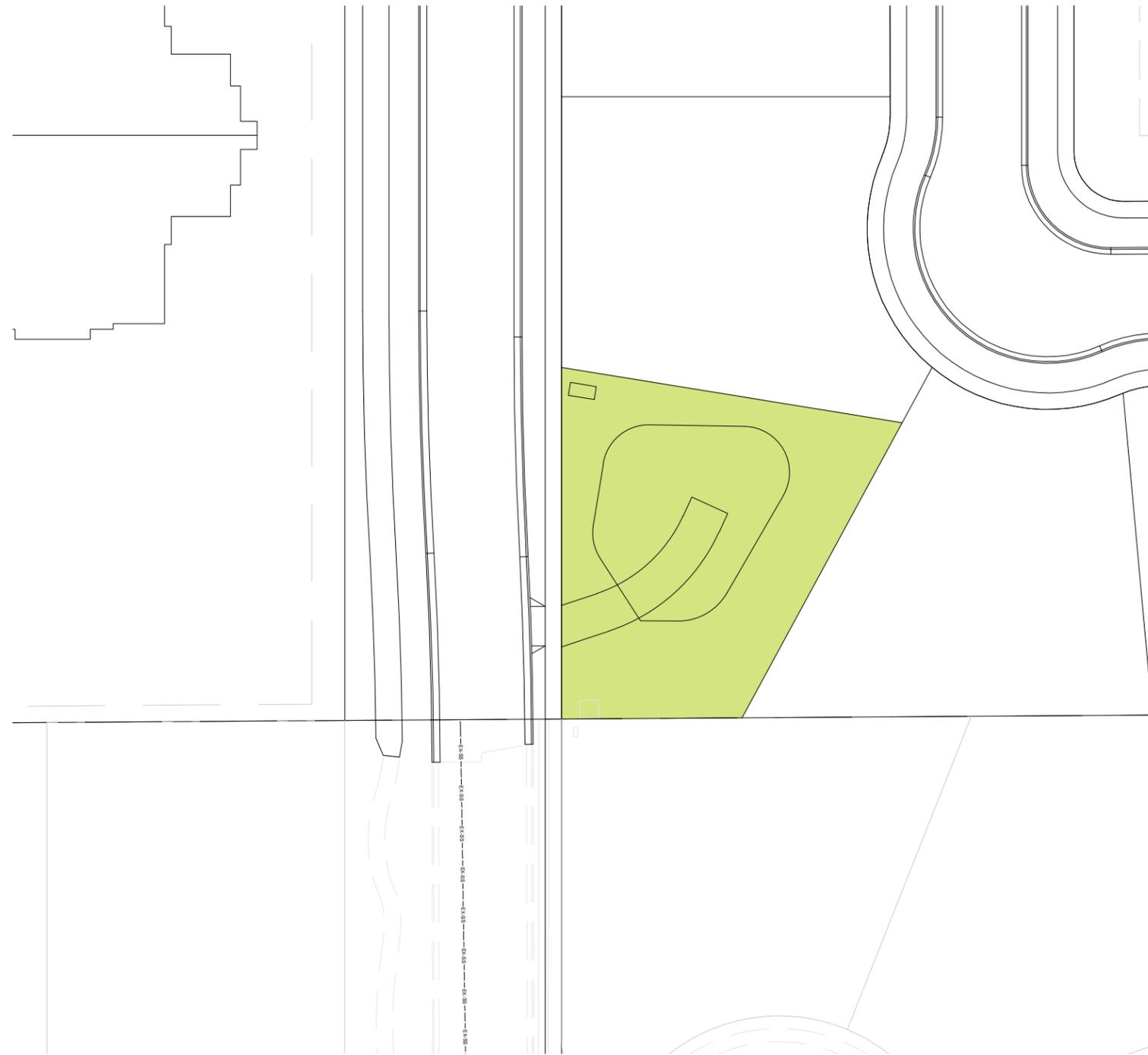
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360.18.300





CONCEPTUAL PLAN
Final drawings at Village plan.





CONCEPTUAL PLAN
Final drawings at Village plan.





ORDINANCE NO. 20-9 (3-17-20)

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

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 Agreements 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 (“Project”); and

WHEREAS, on December 17, 2019, the City Council approved the Amended and Restated Master Development Agreement (“ARMDA”), attached as Exhibit A, subject to subsequent approval of an amended community plan for the Project; and

WHEREAS, the portion of the Project approved as “The Springs” has not been assigned the Planned Community Zone contained in Chapter 19.26 of the City Code, which zone is a requirement for the development of The Springs portion along with the Wildflower portion of the Project, and has not been assigned the Planned Community land use designation in the General Plan; and

WHEREAS, after due consideration in a public meeting held on March 17, 2020, the City Council wishes to approve the Wildflower Amended and Restated Community Plan (“Community Plan”), amend the General Plan Land Use Designation of The Springs portion of the project to Planned Community, and rezone The Springs portion of the Project, as further described in Exhibit C (“Rezone”); and

WHEREAS, on November 14, 2019, the planning commission, after a duly-noticed public hearing, reviewed the Community Plan and Rezone and forwarded a positive recommendation to the City Council, as required by the Utah Code and Title 19 of the City Code; and

WHEREAS, in approving the Community Plan and Rezone, the City Council is acting pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and 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, 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 Wildflower Amended and Restated Community Plan, attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved and enacted, subject to the City Council’s adopted findings and conditions of approval. In addition, the General Plan Land Use Designation for The Springs portion of the Project shall be amended from Medium Density Residential and Low Density Residential to Planned Community. Finally, the portion of the Project shown on Exhibit C is rezoned from Agriculture (A), Residential Single-Family (R1-9, R1-10, R1-20), Residential Three-Family (R3-6), and Residential Multi-Family (MF-10, MF-14, and MF-18) to the Planned Community (PC) zone. City Staff is directed to update the City’s official Zoning Map accordingly and to record the ARMDA in the office of the Utah County Recorder.

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 March, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

VOTE

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

EXHIBIT A

Amended and Restated Master Development Agreement Approved on December 17, 2019

EXHIBIT B
Amended Community Plan

EXHIBIT C
Rezoned Property



SARATOGA SPRINGS

Life's just better here

City Council Staff Report

Ring Road General Plan Amendment and Rezone

March 17, 2020

Public Meeting

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

A. **Executive Summary:**

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

Recommendation:

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

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

C. Specific Requests:

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

D. Process:

Rezone and General Plan Amendment

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

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

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

The General Plan defines Neighborhood Commercial as:

Areas where small-scale neighborhood oriented commercial developments are to be located. These commercial developments are to provide goods and services that are used on a daily basis by the surrounding residents.

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

G. Code Criteria:

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

Rezone and General Plan Amendment:

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

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

19.17.03. Planning Commission and City Council Review.

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

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

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

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

19.17.04. Gradual Transition of Uses and Density.

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

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

2. Exceptions

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

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

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

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

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

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

The changes proposed are compatible with the surrounding land uses.

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

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

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

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

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

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

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

H. Recommendation and Alternatives:

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

Option 1 – Planning Commission Recommendation: approval

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

Findings

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

Conditions

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

Alternative 1 – Continuance

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

1. _____
2. _____

Alternative 2 – Denial

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

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

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

J. Exhibits:

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

Exhibit 1



Exhibit 2



Exhibit 3



Exhibit 4

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

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

Public Hearing Open by Vice Chair Troy Cunningham

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

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

Public Hearing Closed by Vice Chair Troy Cunningham

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

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

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

Commissioner Kilgore

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

Commissioner Cunningham

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

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

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 17th day of March, 2020.

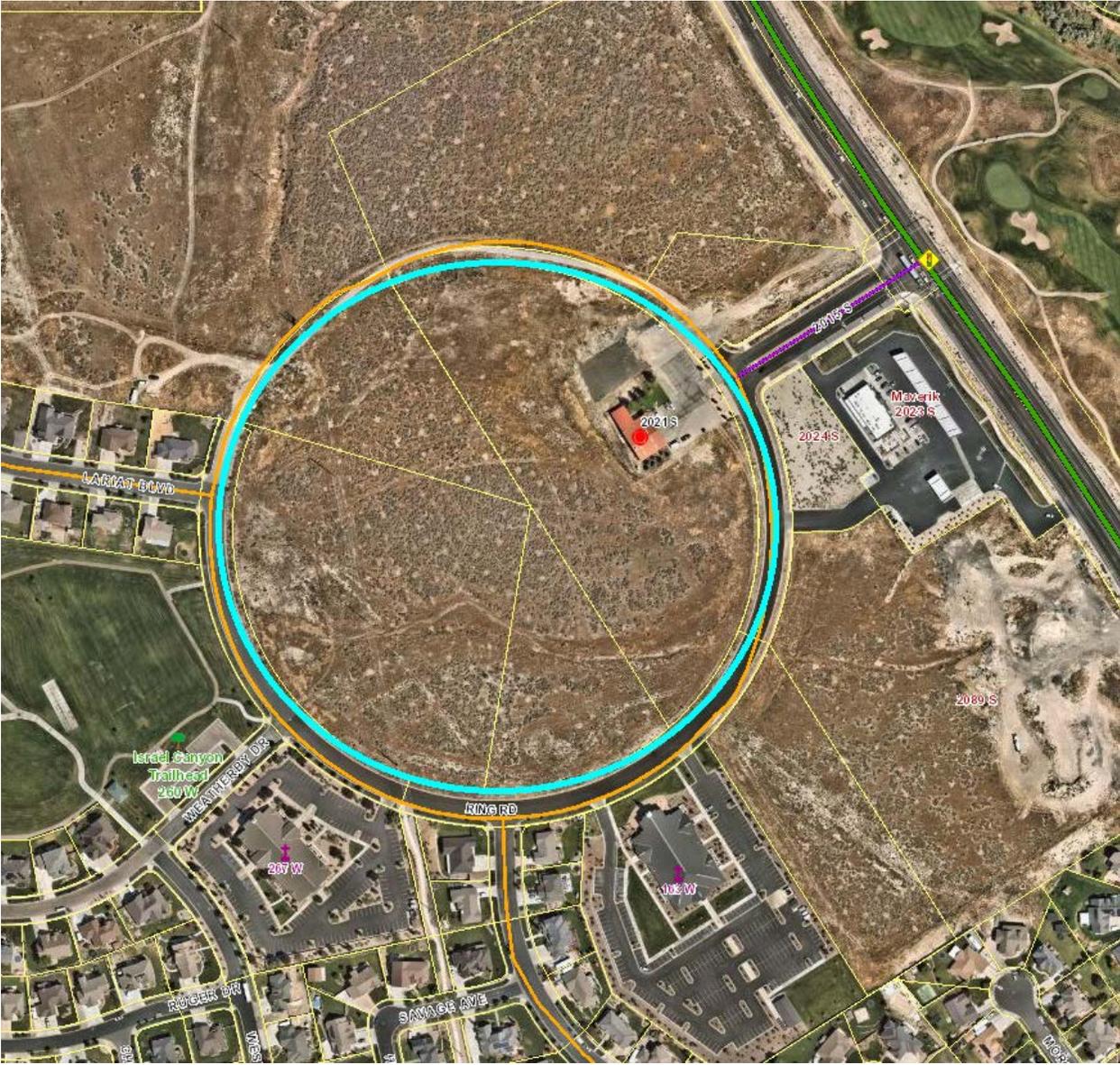
Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

VOTE

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

Exhibit A





City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Well #7 Equipping

Date: March 17, 2020

Type of Item: Engineering Services Contract

Description: Design and bidding documents for Equipping Well #7

A. Topic:

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

B. Background:

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

C. Analysis:

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

D. Fiscal Impact:

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

E. Recommendation

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 17th day of March, 2020.

Mayor Jim Miller

ATTEST:

Cindy LoPiccolo, City Recorder

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

February 10, 2020

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

Dear Jeremy:

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

PROJECT UNDERSTANDING

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

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

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

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

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

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

WORK PLAN

PHASE 1 DETERMINE SAFE WELL PUMPING YIELD

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

Output:

1. Recommendation for sustainable flow rate to operate the well

PHASE 2 DETERMINE PUMP TO WASTE DISCHARGE

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

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

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

Output:

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

PHASE 3 WELL PUMP HOUSE AND SITE DESIGN

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

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

Input:

1. Phases 1 and 2

Activities:

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

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

Output:

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



PHASE 4 DESIGN METERED CONNECTION TO CUWCD

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

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

Deliverables:

1. Coordination with CUWCD

PHASE 5 PERMITTING, BIDDING AND CONSTRUCTION SERVICES

PERMITTING SERVICES

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

Input:

1. Phases 1, 2 and 3

Activities:

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

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

Output:

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

BIDDING SERVICES

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

Input:

1. Phases 1, 2 and 3

Activities:

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

Output:

1. Recommendation of award of construction contract.

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

CONSTRUCTION SERVICES

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

Input:

- Phases 1,2,3 and 4

Activities:

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

Output:

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



PROJECT ASSUMPTIONS

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

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



ENGINEERING BUDGET

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

SUMMARY OF ESTIMATED ENGINEERING BUDGET

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

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

PROPOSED SCHEDULE

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

Well #7 Equipping & CUWCD Connection

Engineering Scope and Budget



SUMMARY

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

Sincerely,

HANSEN, ALLEN & LUCE, INC.

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

APPROVED BY:

CITY OF SARATOGA SPRINGS

Jeremy Lapin, P.E.
Public Works Director



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



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

City Council Staff Report

Author: Jeremy D. Lapin, P.E. – Public Works Director
Subject: Pony Express Parkway Extension
Date: March 17, 2020
Type of Item: Award of Contract



Description:

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed on the March 17, 2020.

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

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



MINUTES – CITY COUNCIL

Tuesday, March 3, 2020

City of Saratoga Springs City Offices

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

City Council Policy Meeting

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

Roll Call:

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

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

Invocation by Council Member Poduska.

Pledge of Allegiance led by Council Member Carn.

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

REPORTS:

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

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

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

BUSINESS ITEMS:

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

49 Motion by Council Member Willden to approve the Library Board By-Laws and Code Amendment, Title 3.05.03,
50 Resolution R20-12 (3-3-20), and Ordinance 20-5 (3-3-20), was seconded by Council Member Carn.
51 Vote: Council Members Poduska, Willden, Carn, Porter, and McOmber – Aye.
52 Motion carried unanimously.
53

54 2) **The Villages at Saratoga Springs (Fox Hollow) Neighborhoods 4, 12, 13, Rezone, General Plan**
55 **Amendment, Master Development Agreement (MDA) Amendment, and Neighborhood 4 Concept Plan Review,**
56 **Chad Bessinger Applicant, ~3100 South Redwood Road; Ordinance 20-6 (3-3-20).** Senior Planner Sarah Carroll
57 presented the staff report concerning request to modify land uses and zoning in Neighborhoods 4, 12 and 13
58 within the Fox Hollow development, and MDA amendment. The Applicant requests the MDA be amended in
59 order to retain 10 acres of commercial in Neighborhood 4 and that it be zoned Community Commercial, this
60 results in an increase of the R-1-10 PUD zoning, however, there is no request for increase in units keeping the
61 335 units previously approved which results in a decrease in density from 9 units per acre to 7.59 units per
62 acre. The land use map for Neighborhood 4 is proposed to be amended from Regional Commercial (RC) and
63 High Density Residential to 10 acres of Community Commercial (CC) with the remainder as High Density
64 Residential.
65

66 The Applicant further proposes 10.76 acres of Community Commercial zoning in Neighborhood 13 adjacent to
67 the future Foothill Boulevard Freeway to replace the current zoning of R-1-10 PUD allowing 125 units at 6 units
68 per acre. The land use map for Neighborhood 13 would be amended from Medium Density Residential to
69 Community Commercial.
70

71 The proposed Neighborhood 4 Concept Plan indicates 337 units will be reduced to 335 units to comply, the
72 HOA recommends full length driveways for parking, proposed variations, public and private roads will be
73 identified with the Preliminary Plat application. The proposed concept plan indicates lots vary from the R-1-
74 10 base standards, which is allowed within a PUD due to the approved density.
75

76 Council Member Carn commented regarding the proposed 50-50 split of commercial with Community
77 Commercial zoning to open more opportunities for commercial development, expressed concern with misuse
78 of guest parking if used as a parking solution, enforcement by sub HOA would be required. Council Member
79 Willden agreed with concern about guest parking noting there should not be additional burden placed on the
80 rest of the development residents, can support the 50-50 commercial split clarifying units remain as single
81 family. Council Member Poduska agreed with concerns regarding guest parking, driveway length should follow
82 code and there should not be a burden on the rest of the HOA. Council Member Willden agreed with the
83 requirement to follow code. City Attorney Thurman advised the Master HOA should have bylaws with rules
84 about adding property and maintenance by sub-associations. Council Member Porter expressed support for
85 the 50-50 split and change in zoning to Community Commercial however has a concern ten acres is not enough
86 at that interchange, agrees with not inserting the City into an HOA matter, agrees if the driveway length is
87 coming in beyond code it must not cause a parking problem for residents. Council Member McOmber
88 commented he is also in agreement with the commercial split and rezone to Community Commercial noting
89 the west side can come back and ask for more to meet demands, in regard to the driveway length if an
90 exception comes back he would not be in favor of shortening, cars should not hang out over the sidewalk or
91 road.
92

93 Motion by Council Member Willden to approve Master Development Agreement Amendments, Rezones, and
94 General Plan Amendments for Fox Hollow Neighborhoods 4, 12, and 13 as presented in the report and exhibits,
95 with the findings and conditions, Ordinance 20-6 (3-3-20), was seconded by Council Member Poduska
96 Vote: Council Members McOmber, Porter, Carn, Willden, and Poduska – Aye.
97 Motion carried unanimously.
98

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

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

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

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

126
127 **MINUTES:**

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

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

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

135
136 **ADJOURNMENT:**

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

139
140 _____
141 Jim Miller, Mayor

142
143 Attest:

144
145 _____
146 Cindy LoPiccolo, City Recorder

147 Approved: