



SARATOGA  
SPRINGS

*Life's just better here*

1. 2020-4-14 Cc Agenda

Documents:

[2020-4-14 CC AGENDA.PDF](#)

2. 2020-4-14 Cc Packet

Documents:

[2020-4-14 CC PACKET.PDF](#)



## **AGENDA – City Council Meeting                      Amended**

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

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### **CITY OF SARATOGA SPRINGS**

**Tuesday, April 14, 2020, 6:00 pm**

**Pursuant to State and Federal Guidelines concerning COVID19, this Meeting will be conducted electronically.**  
Questions and comments to staff and/or Council may be submitted to [comments@saratogaspringscity.com](mailto:comments@saratogaspringscity.com)

#### **WORK SESSION**

1. Public-Private Recreational Center Program.

#### **POLICY MEETING**

2. Call to Order.
3. Roll Call.
4. Invocation / Reverence.
5. Pledge of Allegiance.
6. Presentation: Recognition to Bryan Chapman, former Planning Commissioner.

#### **REPORTS:**

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Library, Recreation, Economic Development/Events.  
*(Please direct comments and questions to Department Manager)*

#### **BUSINESS ITEMS:**

1. Implementation of Governor's State of Emergency Declaration; Resolution R20-17 (4-14-20).
2. Riverview Plaza and Townhomes Rezone and Concept Plan, Jared Osmond Applicant, 1080 North Redwood Road; Ordinance 20-11 (4-14-20).
3. Wildflower/The Springs Major Community Plan Amendment, Rezone, and General Plan Amendment, DAI Nate Shipp Applicant, Harvest Hills Boulevard and Mountain View Corridor; Ordinance 20-12 (4-14-20).
4. Award of Contract to Newman Construction for Talon Cove Golf Course Sewer Replacement Project; Resolution R20-18 (4-14-20).

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

5. Code Amendment, Title 19.16.03.02 Site Design Standards, City-Initiated; Ordinance 20-13 (4-14-20).
6. Code Amendment, Title 18.06 Storm Water Regulations, City-Initiated; Ordinance 20-14 (4-14-20).
7. Code Amendment, Title 8.01 Drinking Water System Minimum Source and Storage Sizing Requirements; Ordinance 20-15 (4-14-20).
8. Consolidated Fee Schedule Amendments: Storm Water Inspections, Electric Vehicle Charging Station; Resolution R20-19 (4-14-20).
9. Saratoga Springs Lehi Boundary Adjustment; Ordinance 20-16 (4-14-20).

**MINUTES:**

1. March 17, 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

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## Background:

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

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

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

## Proposed City Partnership Items:

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

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

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



COMMUNITY  
FITNESS  
at SARATOGA SPRINGS

**“STRONGER TOGETHER”**

# COMMUNITY DEVELOPMENT PARTNERS, LLC (CDP)

## TONY JOHNS

## DAVID CARD



### ***Co-Founder & CEO***

David is a seasoned executive most recently, the CEO of FatCats Entertainment where he expanded the vision of the company with new branding and new state of the art entertainment facilities in Saratoga Springs, UT and Mesa, AZ. Card has also founded and managed his own company that grew to become the 2nd, 9th, 17th and 21st fastest growing company in the State of Utah for 4 consecutive years. Dave has a Bachelor's Degree in Youth Leadership and an MBA



### ***Founder & President***

Tony is a seasoned entrepreneur in both real estate development & technology ventures. His leadership was crucial in two of the fastest growing startup ventures in private and public technology firms in Silicon Slopes. He has led successful land development ventures in Summit, Utah and Weber Counties in Utah.

Tony holds a Bachelor's Degree in Facilities and Business Management from Brigham Young University.

## BLAINE HALE



### ***Managing Director of Programs***

Blaine has played a significant role in the development of sports clubs and programs in the States of Utah, Texas & California. He has taken struggling programs from a handful of teams to over 150+ teams in 6 years. He has coached at the University and High School level.

He also holds a prestigious US Soccer Federation "A" Coaching License as well as the German UEFA "C" Coaching License. Blaine is experienced in program development and all aspects of managing sports programs. BA in Linguistics with additional education in Coaching and Health.

# ADVISORY BOARD

## DAVE ULRICH



Dave is one of the top leadership and organization experts in the world. He was ranked #1 speaker in management and business in 2014 and ranked #1 most influential international thought leader by HR Magazine. Dave has authored over 30 books on organizations, leadership and HR. He is partner in RBL Group, a consulting firm dedicated to helping organizations and leaders deliver value

## JUSTIN SU'A



Justin is a Mental Performance and Leadership Coach for the Tampa Rays (Previously Boston Red Sox and Cleveland Browns) His clients perform in the NFL, Olympics, WWE, PGA and MLB. He is author of , "The 10 Must Have Skills Your Child Must Have to Succeed in Sports, School and Life" Justin is a popular speaker among teams and athletes and works to build the individual from the inside out

## TY BENNETT



Ty is the founder of Leadership, Inc., a speaking and training company with a mission to empower individuals and organizations to challenge their status quo, cultivate exceptional relationships and compete in extraordinary ways.. He is the author of best selling books designed to teach important skills that apply to all aspects of life.. Ty also has the distinction of being dubbed "one of the 10 Coolest entrepreneurs in Utah"

## RICHARD VERHAAREN



Richard has a background in banking and finance and has been a key member of executive management teams. He has a successful history mentoring and assisting entrepreneurs launch new ventures and preparing companies for acquisition or eventual public offering. His strength is his ability to help guide growing ventures to profitability through strategic financial management and planning. He has a history of successfully assisting ventures secure funding from private as well as institutional investors.

# OUR MISSION

***“STRONGER TOGETHER”***

*WE CELEBRATE THE DIVERSITY OF COMMUNITY*

*WE ACCEPT EVERYONE FOR WHO THEY ARE*

*WE INVITE ALL TO START WHERE THEY ARE TODAY & BE INSPIRED*

*WITH CONSISTENT EFFORT, ANYTHING IS POSSIBLE*

# OUR PLEDGE

*PERSONAL B-E-S-T*

**B**UILD - *I Build myself and others & celebrate VICTORIES together*

**E**MPOWER - *I Empower my life by lifting and including others*

**S**TRENGTHEN - *I gain Strength beyond my own from “just one more” good choice, repetition or act of kindness*

**T**EACH - *I Teach by example, leaving every person and place better and cleaner through my impact*

# ADDRESSING THE NEED

## UNIQUE ADVANTAGE

### COMMUNITY DEVELOPMENT PARTNERS

secures an exclusive agreement to be sponsored community fitness facility for partnering municipalities. This creates a fiscal advantage to the community saving over \$30M in initial costs and over \$5M in annual operations cost to the city. CDP Provides state of the art facilities, fitness programs that meets the existing and growing demand of the community residents.

## TIMELINE

- Nov '19 - Initial Project Presentation to City officers
- May '20 - Financing Secured
- May '20 - Architecture & Engineering Commences

## MULTI-SPORT / VENUE

Many city run recreation centers fail because of lack of variety and vision. We offer youth and adult opportunities alike with basketball, soccer, volleyball, flag football, rugby, futsal, pickleball, ultimate frisbee, as well as adventure courses, batting cages, golf simulators, dance studios, fitness classes, corporate team building, party/event rentals, a café/smoothie bar and much more.

- Aug - Sept '20 - Break Ground
- Sept '21 - Fieldhouse Opens
- Oct '21 - Grand Opening Fitness Center

## **UNIQUE PARTNERSHIP WITH CITY**

- 10 year exclusivity and non-compete agreement from City
- All permit fees waived (estimated at \$400,000+)
- City to budget \$250,000/yr for use of Community Fitness for city programs
- Use of city name for pre-marketing and ongoing marketing of memberships
- Open to consult with other cities wanting to use our services

# PRIVATE / PUBLIC PARTNERSHIP

## CDP COMMITMENTS

### BENEFITS

- Accelerate Fitness/Rec Center by 10-15 Years
- Help City Save \$30M + in Bonds for Fitness/Rec Center
- City Saves \$5M Annually in operation Budget

### CONSTRUCTION

- Sports & Fitness center at scale to serve growing community
  - 148,000-sqft on 8 acres
    - 52,500 sqft Fitness center
    - 90,000 sqft Fieldhouse

### OPERATIONS

- Financially sustainable operations
- 10% discount for Saratoga Springs residents
- Fieldhouse schedule commitment as overflow to city rec programs on Saturday mornings and 1 night/week
- 1 Community Event night/month in Fieldhouse

## CITY COMMITMENTS

### BENEFITS

- 10 Year Acceleration of Fitness/Rec Center
- Avoid \$30M+ Bond and \$5M Annual operating cost

### SPONSORSHIP

- Exclusive partnership for city sponsored fitness community center for 10 years
- Approve Project and Operations in City Council and other city mandated hearings/forums

### FINANCIAL COMMITMENT (PROPOSED)

- All permit fees waived
- Lease agreement of \$250,000 annually for city sponsored activities and fractional scheduling commitment



**Saratoga Springs**  
pop 36,500

**Eagle Mountain**  
pop 37,500

**West Lehi**  
pop 32,000

**New LDS Temple Site**

**Community Fitness  
at Saratoga Springs**

**Costco, Smiths &  
FatCats Retail Center**



**Oakwood Homes -  
1,500 new homesites**

**Saratoga Springs  
Municipal Sports Complex**

Most fitness centers and boutique studios cater to an age demographic of adults 18 - 45 years old. The following chart illustrates the difference between Community Fitness offerings and diversity compared to other traditional fitness clubs.

Age	<i>Fitness &amp; Training</i>	<i>Strength Training</i>	<i>Cardio Training</i>	<i>Dance - Youth/Adult</i>	<i>Playground</i>	<i>Ropes Course</i>	<i>Golf Simulation</i>	<i>Soccer</i>	<i>Basketball</i>	<i>Volleyball</i>	<i>Pickleball</i>	<i>Flag Football</i>	<i>Batting Cages</i>	<i>Café / Smoothie Bar</i>	<i>Health/Nutr. Classes</i>	<i>Healthy Cooking</i>	<i>Leadership Training</i>	<i>Money and Finance</i>	<i>Family Relations Classes</i>	<i>Club Play</i>	<i>League Play</i>	<i>Retirement/Lifestyle</i>	<i>Senior Dance</i>	<i>Senior Strength</i>	<i>Senior Flexibility</i>	<i>Other</i>
0 - 12	X		X	X	X	X		X	X			X	X	X												
12 - 18	X	X	X	X		X	X	X	X	X	X	X	X		X	X										
18 - 30	X/0	X/0	X/0	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					
30 - 50	X/0	X/0	X/0	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					
50 - 65	X	X	X			X	X		X		X			X	X	X	X	X	X	X	X	X	X	X	X	X
65 - 90	X	X	X				X			X				X	X	X	X	X				X	X	X	X	

Key: Fitness Centers - "0"      Community Fitness - "X"      In Common -       Community Fitness Advantage -

# Competitor Analysis - Saratoga Springs Area

		COMMUNITY FITNESS at SARATOGA SPRING		Vasa		Anytime Fitness	Yoga	Cycle Bar	Saratoga Springs
		UNLIMITED	BASIC	UNLIMITED	BASIC				
Cost/Month	Family	\$150.00	\$75.00	N/A		N/A	N/A	N/A	N/A
	Adult	\$100.00	\$45.00	\$49.99**	\$9.99*	\$43.00	\$61.58	\$129.00	\$135.00
	Child/Senior/Military	\$75.00	\$25.00	N/A		N/A	N/A	N/A	N/A
Ammenities/Classes		UNLIMITED PASS	BASIC PASS	UNLIMITED PASS	BASIC PASS				
	Locker Room / Personal Showers	✓	✓	✓		✓			
	Free weights / Machines	✓	✓	✓		✓		✓	✓
	Cardio Machines	✓	✓	✓				✓	
	Spin Classes	✓	✓	✓					
	Aerobics	✓	✓	✓					
	Pilates/Zumba	✓	✓	✓					
	Yoga	✓	✓				✓		
	Barre	✓	✓						
	Crossfit	✓	✓						✓
	Speed & Agility Training	✓	✓						
	Health and Nutrition Classes	✓	✓		\$40/Hr				
	Body Analysis	✓		✓					
	Pool / Aquatics								
	Steam Room / Sauna								
	Indoor Playground	✓	✓						
	Health and Nutrition Classes	✓	✓						
	Mommy and Me fitness	✓	✓		\$15/child/hr				
	DayCare	✓	\$2/hr		\$15/child/hr				
	Playground (Indoor)	✓	✓						
	Smoothie Bar	✓	✓						
	Full Service Kitchen/Café	Hourly rate	Hourly rate						
	Parties / Events Hosting	Hourly rate	Hourly rate						
	Ropes Course	10% Discount	Hourly rate						
	Golf Simulators	10% Discount	Hourly rate						
	Batting Cages	10% Discount	Hourly rate						
	Full Indoor Soccer Field	Team Play							
	Basketball Courts (open court)	✓	✓						
	Volleyball (open court)	✓	✓						

\*Does not include \$30 annual renewal fee

\*\*Limited class offerings with limited time slots due to space

# MEMBERSHIPS & PRICING

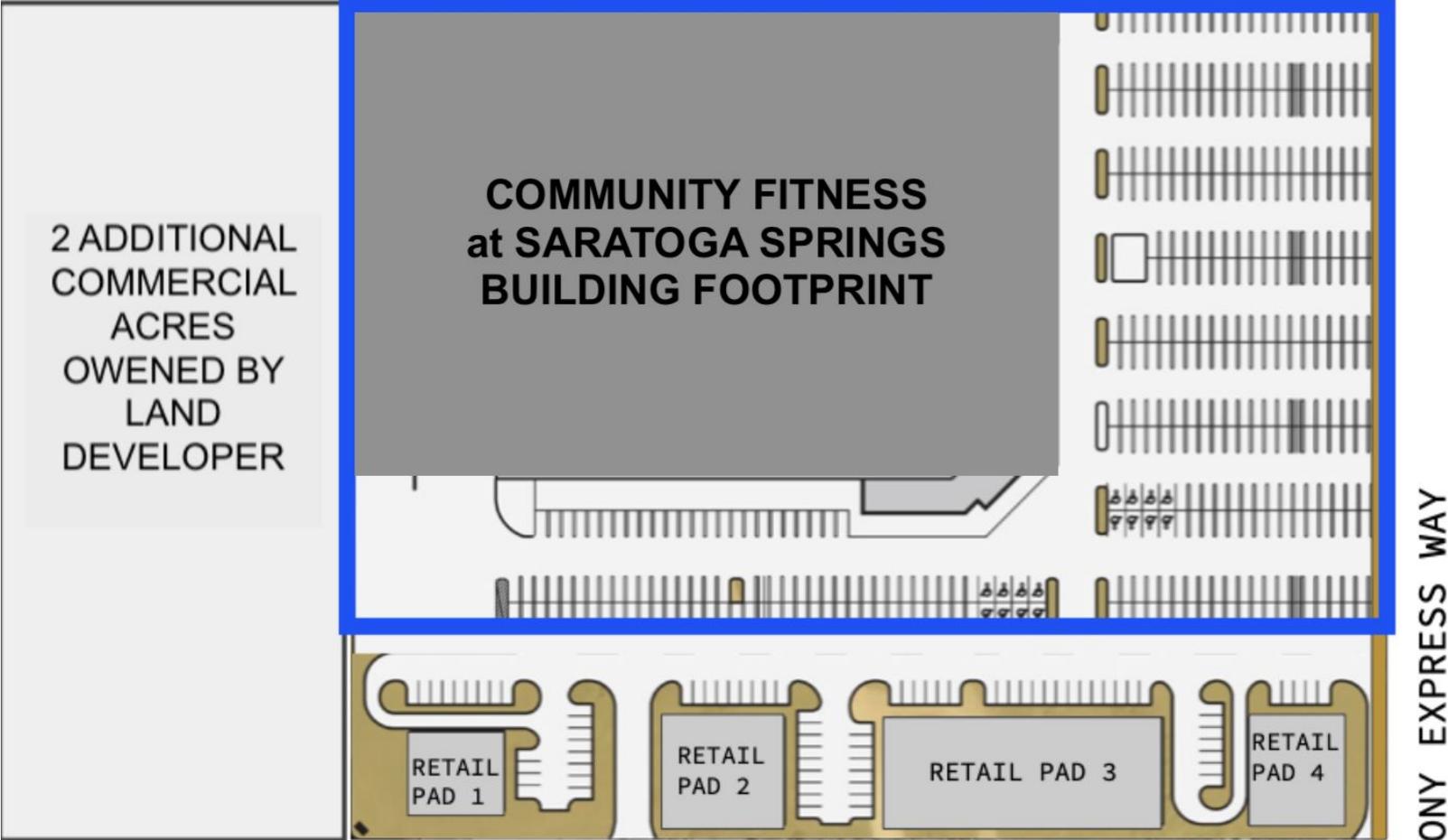
## MEMBERSHIP PRICING STRUCTURE

Monthly Passes	All Access	Basic Pass
Family (2 Adults +)	\$150	\$75
Adult	\$100	\$45
Youth	\$75	\$25
Senior / 1st Responder	\$75	\$25

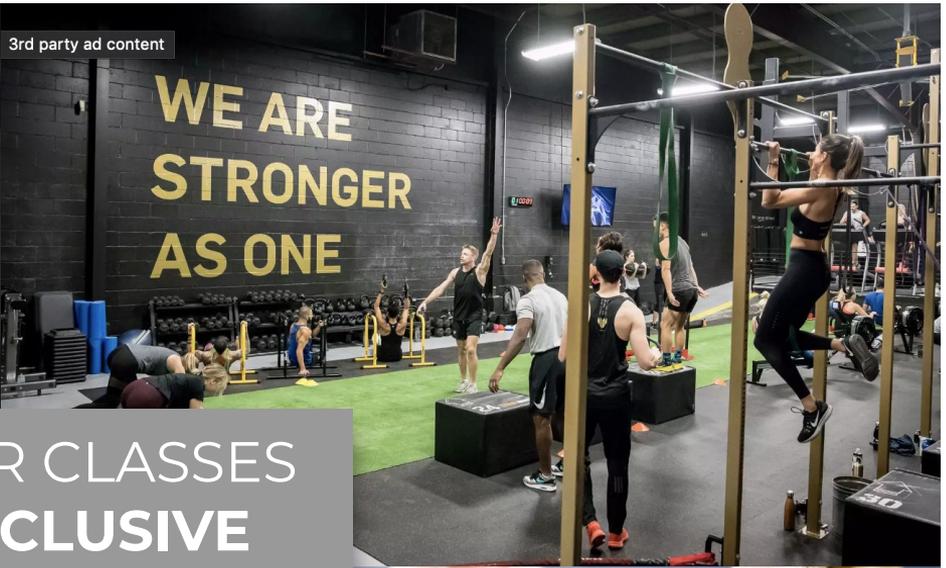
Day Passes	All Access	Basic Pass
Family (2 Adults +)	\$40	\$25
Adult	\$20	\$10
Youth	\$10	\$5
Senior / 1st Responder	\$10	\$5

# SITE FOOTPRINT = 6 OF 10 TOTAL ACRES



REDWOOD ROAD

PONY EXPRESS WAY



MEMBER CLASSES  
ALL INCLUSIVE  
FOR ALL AGES





COMMUNITY FITNESS  
**JR. ADVENTURE COURSE**



COMMUNITY FITNESS  
**YOGA / BARRE / DANCE CLASS SPACE**



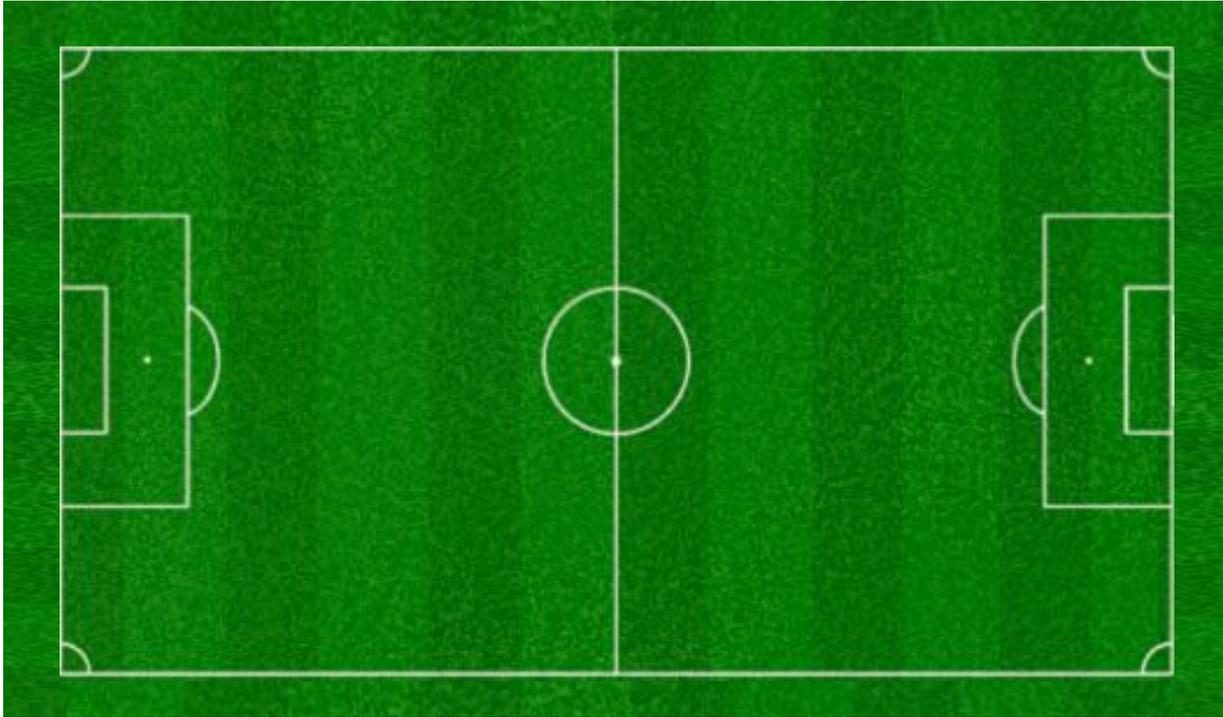
COMMUNITY FITNESS  
**SPIN STUDIO**



COMMUNITY FITNESS  
CAFE / JUICE BAR

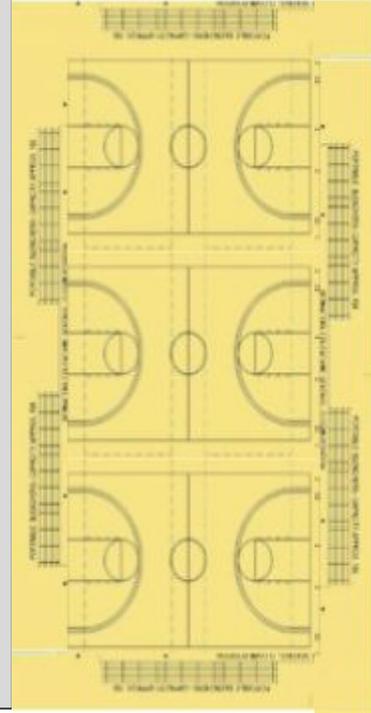
# FIELDHOUSE EXTERIOR CONCEPT





## Rope Course

“SkyTrail”  
“SkyRail”  
zipline  
“SkyTykes”  
Jr Course



FIELDHOUSE  
**FLOOR PLAN**



FIELDHOUSE:  
**SOCCER / LACROSSE / FOOTBALL / BASEBALL / EVENTS**



FIELDHOUSE:  
**BASKETBALL / VOLLEYBALL**



NOTES:  
 ROPE/BAM ELEMENTS SHOWN MAY VARY FROM THOSE RECEIVED  
 FINAL COURSE DESIGN SUBJECT TO CHANGE PER ENGINEERING  
 COURSE PICTURED MAY CONTAIN CUSTOM COMPONENTS  
 FIELD VERIFY ALL DIMENSIONS, HEIGHTS AND CLEARANCES PRIOR TO ENGINEERING

**FIELDHOUSE:  
 ROPES COURSE "SKYTRAIL" & "SKYTYKES"**



PRELIMINARY CUSTOM COLOR SCENE

ISOMETRIC 1



FIELDHOUSE:  
ROPES COURSE "SKYTRAIL" & "SKYTYKES"

# CORPORATE REVENUE OPPORTUNITIES

canopy



PODIUM



Adobe



workfront™



SirsiDynix®

Adobe



XACTWARE®



CORPORATE LEASED EVENTS  
**GOLF SIMULATORS**



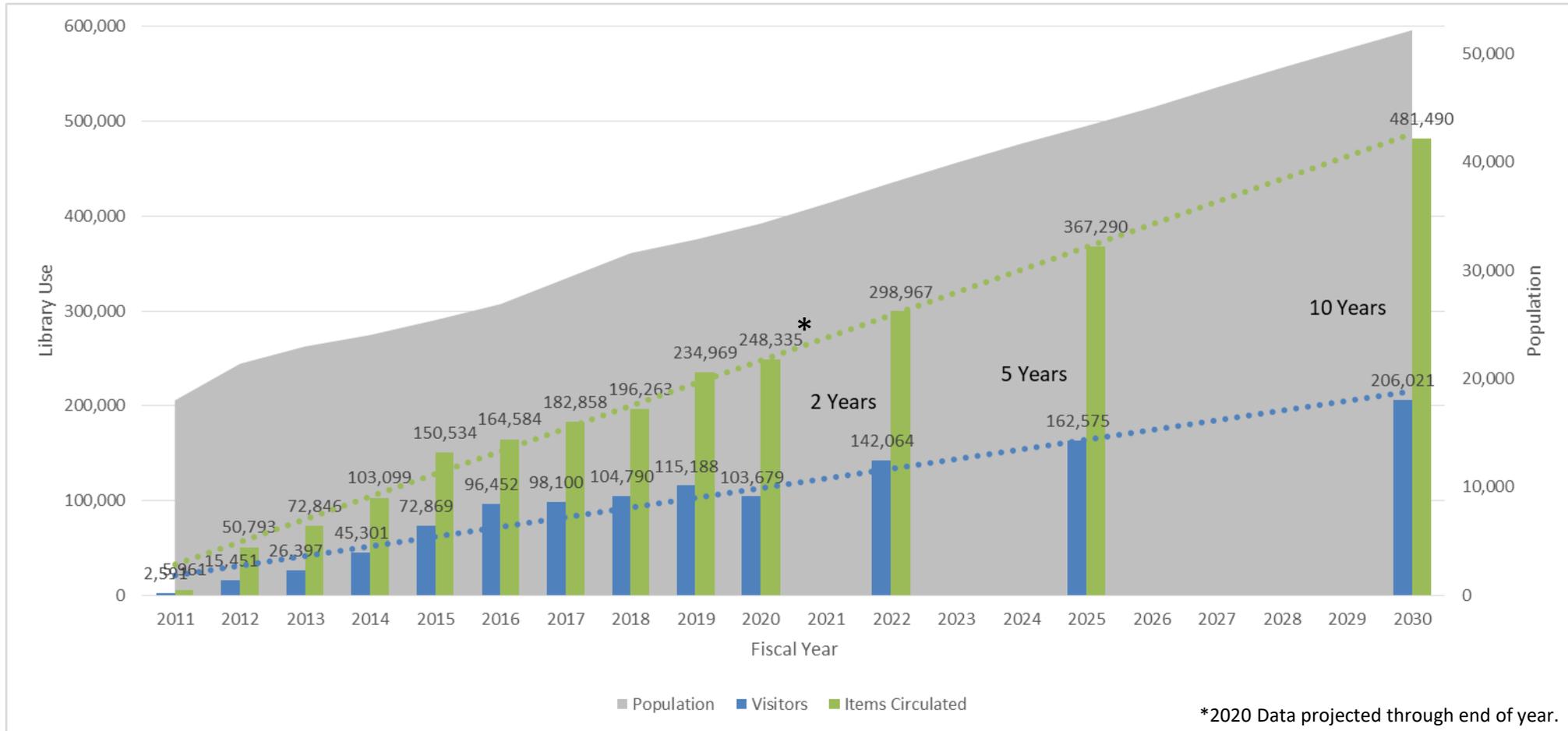
FIELDHOUSE:  
**BATTING CAGES**



# Library



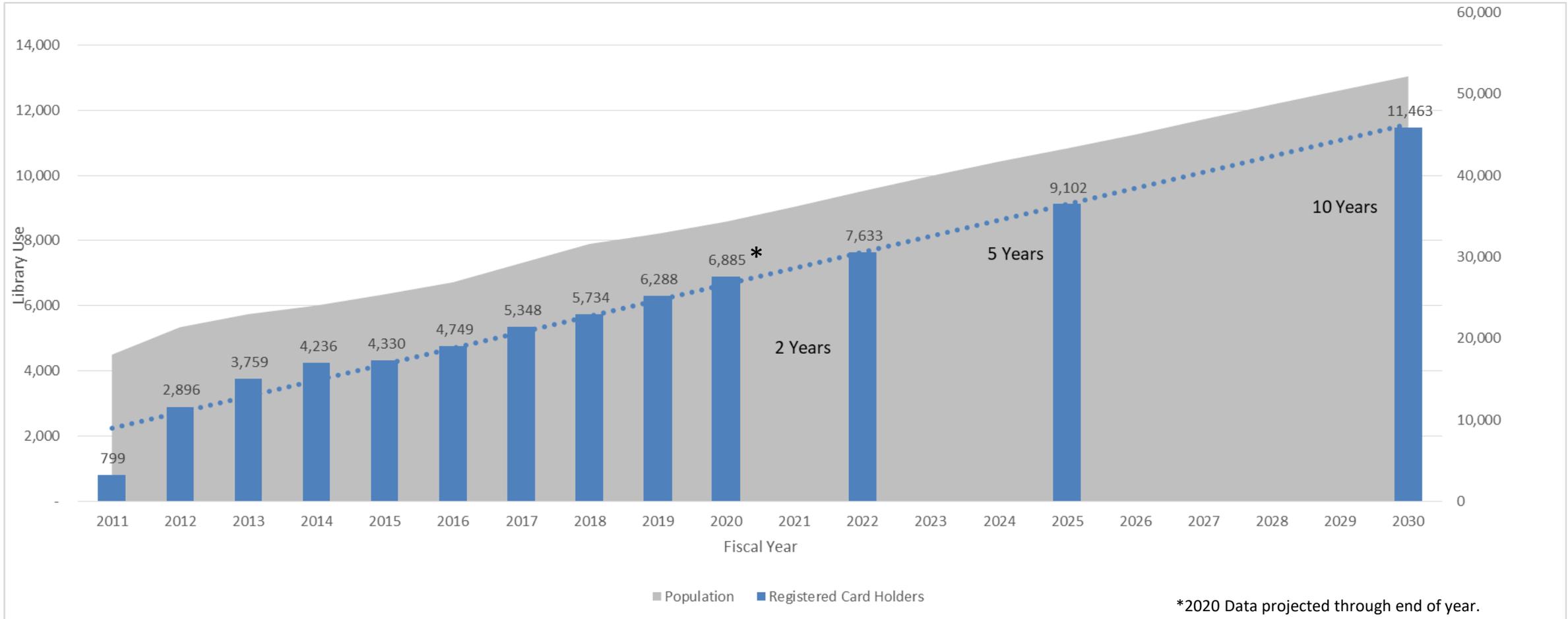
# Annual Visitors and Checkouts



\*2020 Data projected through end of year.

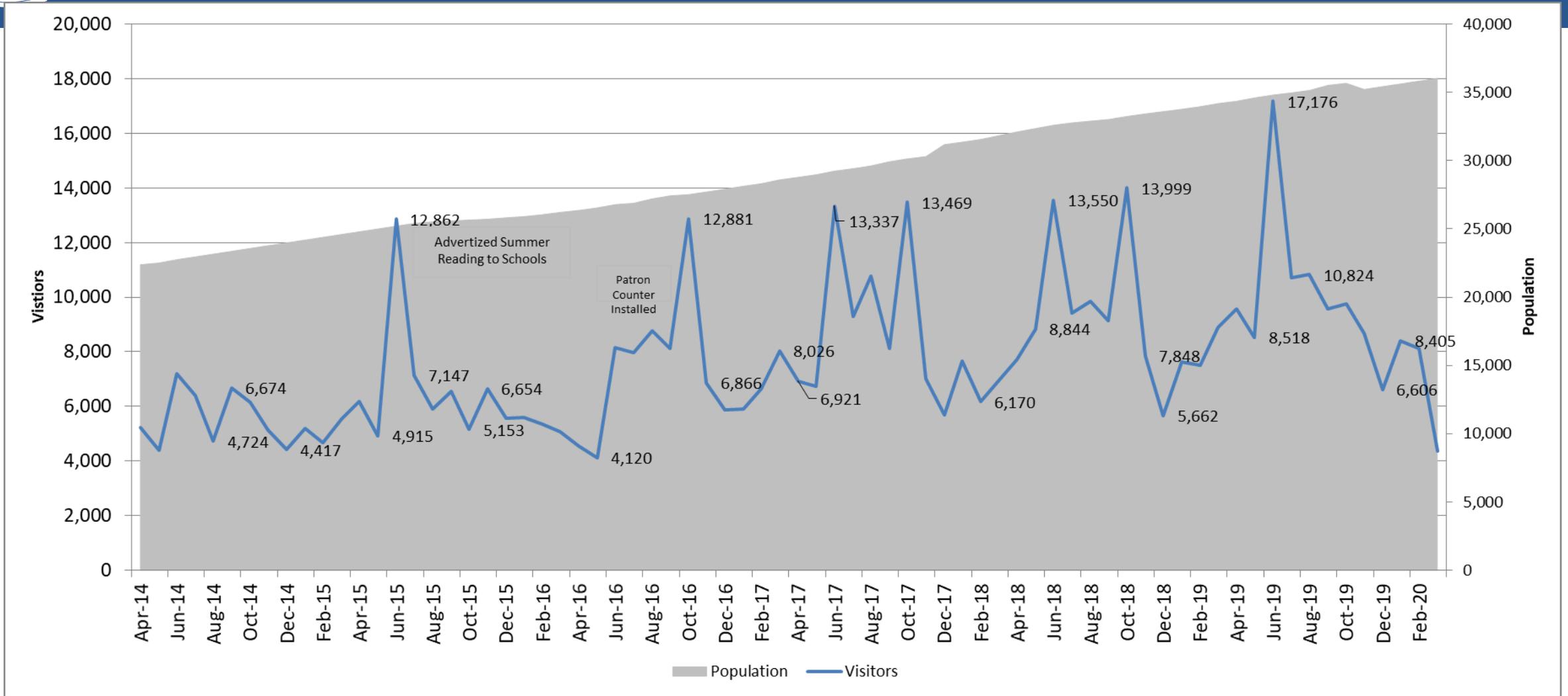


# Registered Cardholders



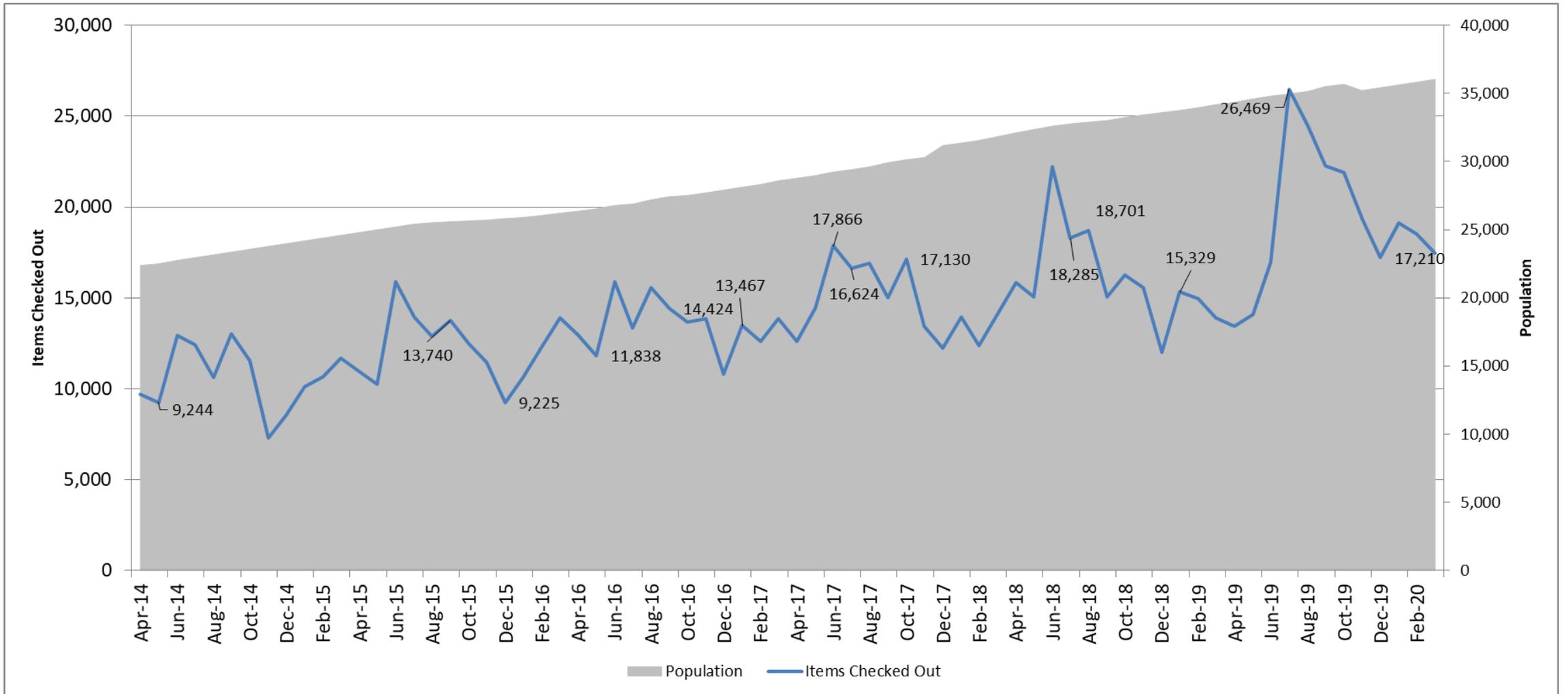


# Library Visitors



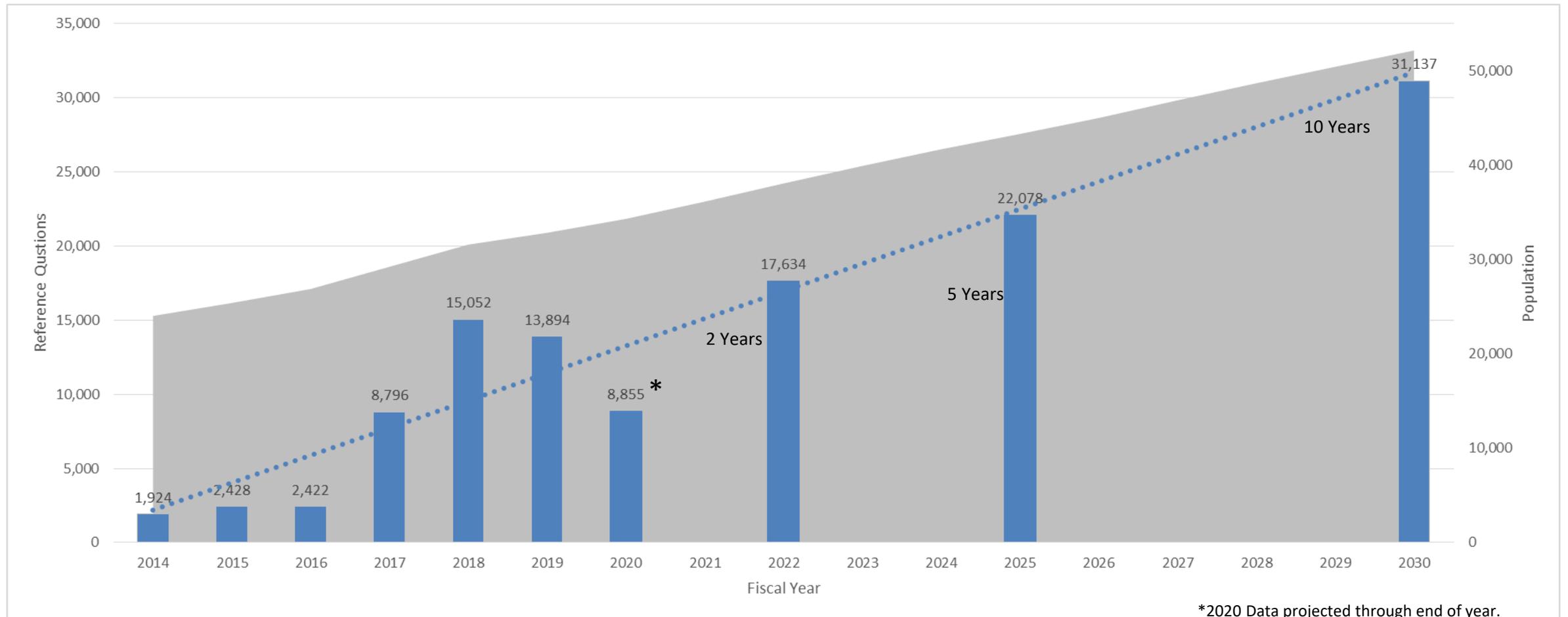


# Checked Out Items



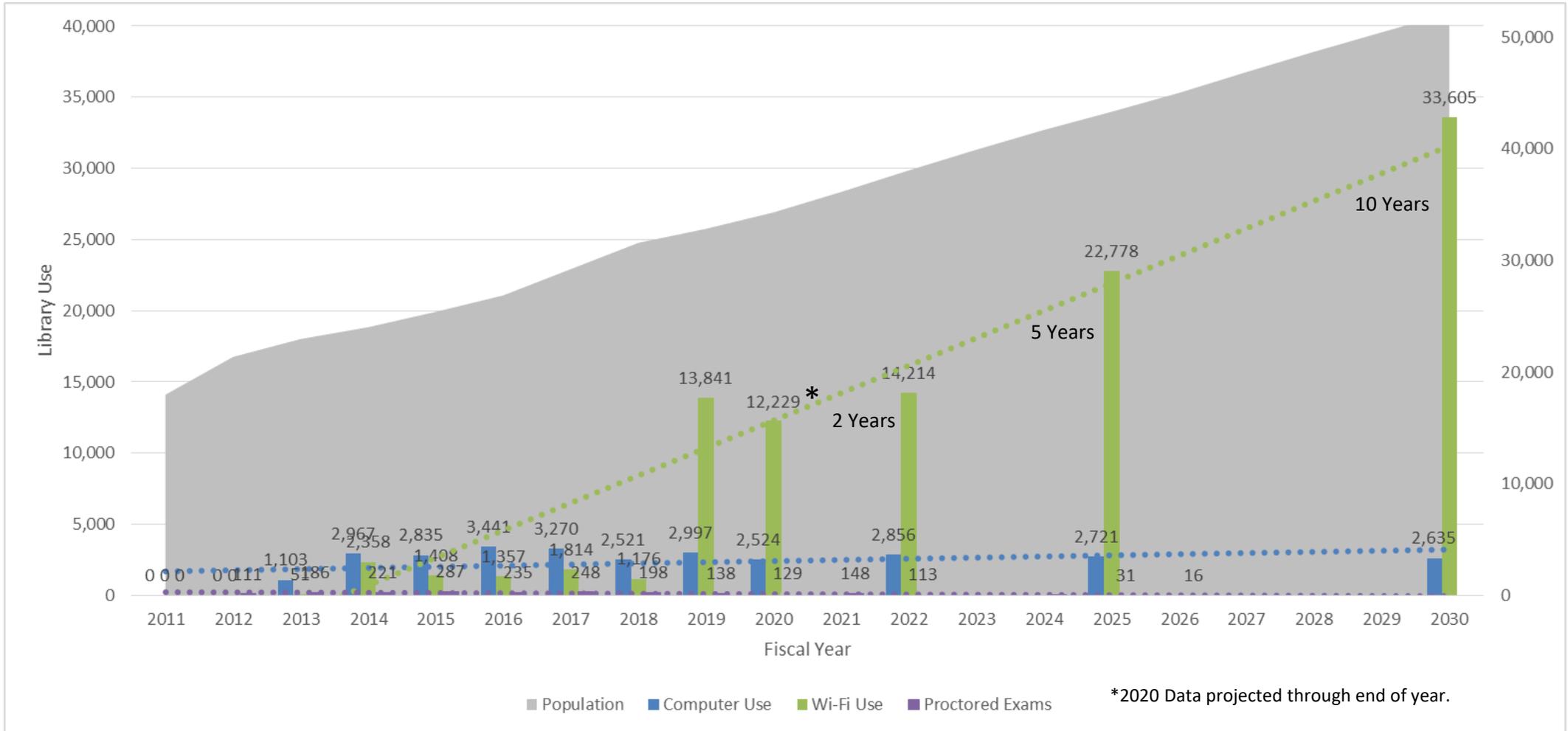


# Reference Questions





# Computer Usage





# Updated Departmental Performance Measures

Name	2016	2017	2018	2019
Visitors	96,452	98,100	104,790	115,188
Items Circulated	164,584	182,858	196,607	234,969
Internet Terminals	34	34	33	33
Number of Internet Terminal Users	2,835	3,270	2,521	2,997
Number of Wi-Fi Users	2,816	1,814	1,176	13,841
Number of Programs	384	270	440	530
Number of Program Attendees	8,410	13,683	22,858	16,670
Number of Registered Users	7,863	9,363	5,734	6,288
Proctored Exams	235	248	198	138
Reference Transactions	4,774	8,796	15,052	13,894



# State Benchmarks

Name	2019	Minimum Standard*	Difference
Visitors	115,188	107,207	7,981
Physical Items Circulated**	198,105	157,085	41,020
Electronic Items Circulated**	36,837	18,562	18,275
Internet Terminals	33	-	-
Number of Internet Terminal Users	2,997	8,864	-5,867
Number of Programs	530	344	186
Number of Program Attendees	16,670	11,002	5,668
Total Staff FTE	5.39	9.1	-3.71
Total Reported Operating Expenditures	\$441,387	\$491,301	(\$49,914)
<small>Includes grants and matching costs</small>			
Actual Operating Expenditures	\$363,465		
Collections Budget	8.93%	7.67%	1.26%
Turnover of Electronic Materials	0.3616	0.0236	0.338
Turnover of Physical Materials	8.2636	0.8023	7.4613
Wi-Fi Use	13,841	-	-

\* Projected: Benchmarks will not be required in 2020 as the Utah State Library is re-evaluating their entire certification process.



# Drive Up Service

Date	Physical Checkouts	Digital Overdrive	Digital RB Digital	Returns	Drive Up	Registered Cards Started 03/23
03/16/2020	20	156	7	298	3	0
03/17/2020	38	151	1	124	5	0
03/18/2020	18	135	0	141	6	0
03/19/2020	46	139	3	180	8	0
03/20/2020	118	123	1	283	17	0
03/21/2020	153	92	5	121	12	0
03/22/2020	0	112	5	0	0	0
03/23/2020	170	144	5	387	18	3
03/24/2020	141	124	3	320	10	1
03/25/2020	131	130	4	342	11	1
03/26/2020	98	140	3	770	21	2
03/27/2020	349	130	3	826	17	0
03/28/2020	495	136	0	968	25	0
03/29/2020	0	119	1	0	0	0
03/30/2020	914	131	5	2020	65	2
03/31/2020	481	137	2	1309	40	1
04/01/2020	150	142	1	1461	27	0
04/02/2020	165	145	2	563	30	0
04/03/2020	225	125	1	424	42	0
04/04/2020	54	62	4	430	11	0
04/05/2020	0	83	2	0	0	0



# Recap of Other Libraries

- American Fork Library is starting a drive-up service and will accept returns.
- Pleasant Grove added pick up, but will not take returns.
- Highland Library is discontinuing theirs and has stopped taking returns.
- In Lehi and Eagle Mountain they've both determined that they will remain closed for the time being and are not providing drive-up service.
- Salt Lake County is still assessing the issues and has locked all returns.
- Salt Lake City is still assessing the issues and has locked all returns.



# Institute of Museum and Library Services

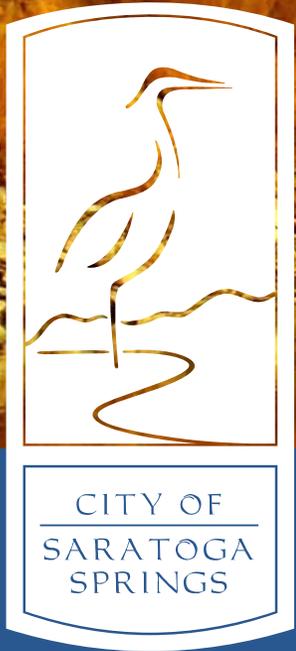


- [Webinar Link](#)
- Concerned about facilities and exposure from confined spaces with groups of people.
- Not concerned about the virus being transmitted through the library materials themselves.
  - Returns are being quarantined and disinfected.
  - We've rearranged the library for as long as we're closed.
- We count on half of our collection being out at a time, but that's not currently the case so we are out of shelving space.



# Increased Demand and Creative Requests

- Digital Services: Overdrive and RBDigital circulation increasing.
- Increased requests for databases like Universal Class, Lynda, Hoopla, RosettaStone, TumbleBooks, Freegal, etc.
  - We do not have allocated funding toward these services.
  - Most have an annual subscription fee for libraries based on the population size of the community served.
- Homebound Delivery Requests
- Non-resident free card requests from Lehi, Highland and Eagle Mountain residents wanting to utilize the drive up service.



# Recreation



# Recreation

## Quarterly Report April 2020

- Winter Programs
- Winter Program Participation
- Winter Volunteer Numbers
- Upcoming Programs
- COVID-19





# Recreation

Winter Programs	#'s 2018/19	#'s 2019/20	Volunteers	Volunteer Hours
Westlake Winter Baseball Camp	95	68	0	0
Jr. Jazz 2020	933	1066	123	1,968





# Recreation

## Upcoming Summer Programs 2020

- Summer Youth Grass Volleyball
- Girl's Fast Pitch Softball
- Youth Baseball
- Adult Coed Softball
- Adult Men's Softball
- Summer Soccer
- Track & Field
- Urban Fishing
- Instructional Baseball
- Coed Adult Summer Volleyball
- Women's Adult Summer Volleyball
- Golf Lessons
- Tennis Lessons
- Tennis League
- Game Changers Sports Camp
- Westlake Boy's Basketball Camp
- Westlake Girl's Basketball Camp
- Westlake Thunder Tot's Basketball Camp
- Westlake Volleyball Camp
- Westlake Dance Camp
- Utah Elite Soccer Camp
- Westlake Soccer Camp
- Westlake Lacrosse Camp





# Recreation

## Recreation COVID-19 Current Status

Current Recreation Plan for COVID-19

<http://www.saratogaspringscity.com/1004/Coronavirus-Rec-Program-Plan>

### **Programs Currently Affected by COVID-19**

- Youth Baseball
- Fast Pitch Softball
- Track & Field
- Adult Softball Men's & Coed
- Spring Soccer
- Pickleball Clinics
- Pickleball League
- Spring Westlake Baseball Camp
- Patriot Park Field Rentals



# Communications & Economic Development Department



# Communications & Economic Development Department

## Economic Development

- Costco still on schedule
- KFC
- The Crossing Phase 3 & 4
- Thrive Development
- Tenny's Pizza
- South Valley Equine
- Timp Rental





# Communications & Economic Development Department

## Economic Development

### Opportunities

- DR Horton Property
- North Redwood Road Properties
- SLR Properties
- Sit-Down Restaurants
- Flex Office
- Outside RV & Boat Storage
- Multi-story office
- Hotels
- Hospitals
- Waterfront businesses
- Gun range and store





# Communications & Economic Development Department

## Public Relations

- Social Media Outreach
  - 764 new Facebook followers in Q3 and 9,024 total.
  - 231 new Instagram followers in Q3 and 1,857 followers.
- Website
  - Created 5 Coronavirus web pages with update Public Information, along with notices and links
  - Responded to 86 public emails with questions since January, approximately 1 everyday.
- Newsletter
  - Coordinate with Departments





# Communications & Economic Development Department

## Public Relations

### Facebook Stats

#### Most Views

- Chamber Business List – 24.6K
- Neighbors exercising together/ Social Distancing – 14.2K
- Hotel Concept Plans – 12.5K
- Transportation Master Plan – 6.8K
- Discourage Use of Playgrounds during self quarantine – 6.5K
- Market Street Reopening – 6.5K

#### Most Clicks

- Hotel Concepts – 10.8K
- Chamber Business List – 5.3K
- Raise Flag in Solidarity– 2.1K
- Neighbors exercising together/ Social Distancing – 1.8K
- Transportation Master Plan – 1.3K

#### Most Reactions/ Comments/ Shares

- Hotel Concept Plans – 1.3K
- Raise Flag in Solidarity - 847
- Neighbors exercising together/ Social Distancing – 819
- Chamber Business List - 755
- Sage Hills Teacher Parade – 380 (1,354 views)





# Communications & Economic Development Department

## Public Relations

- Media & Press Releases
  - Social Distancing Zumba – ABC 4
  - Mountain Sunrise Academy – Daily Herald





# Communications & Economic Development Department

## Civic Events

### City Events

- Miss Saratoga Springs
  - 700 Attendees
- Spring Festival
  - Canceled

### Event Sponsors:

- Q3 - \$0
- YTD Total - \$17,500
  - Fat Cats
  - Pepsi
  - Oakwood Homes
  - Tilo Team
  - Rocky Mountain Power
  - Towne Storage

### Volunteer Councils:

- Youth Council
- Arts Council
- Veteran's Council





# Communications & Economic Development Department

## Special Event Permits

<b>FY20, Q3</b>	<b>YTD2020</b>	<b>2018</b>
Approved - 1	Approved - 31	Approved - 20
Unapproved - 0	Unapproved - 2	Unapproved - 4
<b>Total - 1</b>	<b>Total - 33</b>	<b>Total - 24</b>





# Communications & Economic Development Department

## Staff

- David Johnson, ED & PR Director
  - Full-Time
  - 2 year
- AnnElise, Civic Events Coordinator
  - 25 hours average a week
  - 9 years
- Caryn Nielsen Coltrin, CTC Coordinator
  - 20 hours average a week
  - 8 years
- Jealin Dickamore – Assit. Civic Events Coordinator
  - 15 hours average a week
  - Started Dec 2019
- Rashelle Mousley – Assit. Civic Events Coordinator
  - 15 hours average a week
  - Started Dec 2019



**RESOLUTION NO. R20-17 (4-14-19)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH IN REGARD TO THE COVID-19 EMERGENCY AND DELEGATING TO THE CITY MANAGER CERTAIN AUTHORITY TO IMPLEMENT CERTAIN MEASURES TO RESPOND TO SUCH EMERGENCY**

**WHEREAS**, on March 6, 2020, Utah Governor Gary R. Herbert issued Executive Order 2020-1 declaring a state of emergency due to the novel coronavirus disease 2019 (COVID-19);

**WHEREAS**, COVID-19 is caused by a virus that spreads easily from person-to-person, may result in serious illness or death, and has been characterized by the World Health Organization as a worldwide pandemic;

**WHEREAS**, the number of COVID-19-related deaths and diagnosed cases in Utah, including the City of Saratoga Springs, Utah (“City”), continues to rise;

**WHEREAS**, on March 16, 2020, President Trump and the White House Coronavirus Task Force issued the President’s Coronavirus Guidelines for America to help protect Americans during the global COVID-19 outbreak;

**WHEREAS**, on March 27, 2020, Governor Herbert issued the Governor’s “Stay Safe, Stay Home” Directive, further emphasizing the critical need to limit in-person contact;

**WHEREAS**, on April 2, 2020, Governor Herbert issued Executive Order 2020-13 temporarily suspending residential evictions of individuals experiencing wage or job loss as a result of COVID-19, thus emphasizing the need to be sensitive to the financial hardships individuals are facing because of this emergency;

**WHEREAS**, some Saratoga Springs residents are suffering financial hardships and lost income as a direct result of the COVID-19 pandemic and are unable to pay fines and fees; and

**WHEREAS**, the City Council wishes to implement measures in the City of Saratoga Springs, Utah to limit residents’ exposure to COVID-19, mitigate the financial hardship residents are facing, make adjustments to current City policies, and modify and adjust City programs as appropriate;

**WHEREAS**, Utah Code § 53-2a-205 allows the City Council to take any necessary measures to carry out the state of emergency issued by the governor.

**NOW THEREFORE**, the City Council does hereby resolve to implement the State of Emergency Declaration by Governor Herbert by authorizing the City Manager to take the following actions:

1. Waive, reduce, suspend, and delay the payment of any fees and fines due to the City of Saratoga Springs, Utah by taking measures including but not limited to: extending the time to pay utility fees; waiving library fines; and reducing fines when payment of such fees and fines would constitute a financial hardship for a resident; the City Manager shall develop more specific policies regarding such;
2. Delay all utility service shut-offs until after Governor's Herbert's State of Emergency is expired or other appropriate time;
3. Postpone, modify to comply with the social distancing recommendations or restrictions, or cancel all public events, meetings, gatherings, and programs including but not limited to recreation programs, library events, and civic events, and to refund, reimburse, or modify any fees charged for such services;
4. Accept payment of fees over the phone and through credit cards for development and building permit applications, and to implement fees for the modified services such as charge credit card processing fees to cover the additional costs of providing these services;
5. With respect to parks, open spaces, and public areas, cancel or suspend reservations, close playground equipment, modify operating times, limit group gatherings, and take other measures as necessary to limit the public's exposure to COVID-19 as deemed appropriate by the City Manager;
6. Modify the methods and means of providing inspections (e.g., building inspections, code enforcement inspections, development inspections, etc.) in a way to limit contact between inspectors and residents including temporarily suspending inspection services as deemed appropriate;
7. Modify the fee schedule without prior authorization from the City Council to charge reasonable fees for new or alternative services that are required or desired because of the changing service delivery models caused by the COVID-19 emergency;
8. When suspending or modifying public services, consider alternative methods of offering public services while limiting public contact including but not limited to drive-up services, telephonic or video meetings and inspections, and employing digital methods and means;
9. Exceed the City Manager's current spending authorization limits for COVID-19 response in single amounts not to exceed \$50,000 as deemed appropriate;
10. Apply for grants or other financial aid with the state and federal governments to cover the City's unanticipated expenses or lost revenues caused by the COVID-19 pandemic;  
and

11. Take other action as appropriate, necessary, and lawful to respond to the COVID-19 emergency.
12. The authorizations in this Resolution shall expire upon expiration of Governor Herbert's emergency declaration, including any time extensions of such declaration or a resolution of the City Council suspending these emergency authorizations.

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

Passed on the 14<sup>th</sup> day of April, 2020.

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

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



**SARATOGA  
SPRINGS**

*Life's just better here*

**CITY COUNCIL  
Staff Report**

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**Riverview Plaza & Townhomes: Rezone and Concept Plan**

**April 14, 2020**

**Public Meeting**

Report Date:	April 7, 2020
Applicant:	Osmond Development, LLC (Jared Osmond)
Owner:	Osmond Development, LLC (500 East Properties, LLC)
Location:	West of Redwood Road along Riverside Drive, South of Riverbend Townhomes and north of the Chiu property
Major Street Access:	Redwood Road and Riverside Drive
Parcel Number(s) & Size:	58:032:0202, 5.45 acres, 58:032:0129, 0.49 acres, 58:032:0201, 3.77 acres
Land Use Designation:	Community Commercial along Redwood Road; Medium Density Residential along the Jordan River
Parcel Zoning:	Agricultural
Adjacent Zoning:	Agricultural (South), Mixed Waterfront (South)
Current Use:	Residential, vacant
Adjacent Uses:	Agriculture, vacant
Type of Action:	Legislative; public hearing at Planning Commission and public meeting at City Council
Previous Meeting:	Planning Commission on March 26, 2020, with a recommendation of approval
Land Use Authority:	City Council
Planner:	Kimber Gabryszak, Senior Planner & David Stroud, Planning Director

---

**A. Executive Summary:**

The applicant requests the City rezone 9+ acres of property from Agricultural to Mixed Use, located between Redwood Road and the Jordan River as shown on Exhibit 1. The applicant also requests non-binding feedback on the proposed Riverview Plaza and Townhomes concept development.

**Recommendation:**

Staff recommends the Planning Commission conduct a public hearing on the proposed rezone, take public comment, review and discuss the proposal, and choose from the options in Section H

of this report. Options include recommendation of approval with or without modification, recommendation of denial, or continuation.

**B. Background:** The subject property is unplatted, undeveloped, and a desirous location of commercial development. The applicant's objective is to rezone the property, and then develop an office, retail, and residential development under the Mixed Use Zone.

**C. Specific Requests:**

- Rezone. The applicant requests a rezone of the aforementioned ~9+ acres from Agricultural to Mixed Use.
  
- Non-binding feedback on the proposed concept plan which currently propose:
  - 7 commercial buildings
    - 3 designated for "retail" (25,040 sq.ft.)
    - 4 designated for "commercial" (19,200 sq.ft.)
  - 3 residential buildings
    - 39 residential condominiums

**D. Process:**

**Rezone**

The table in Section 19.13.04 outlines the process requirements of a rezone. 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.

**Concept Plan**

Section 19.17.02 states "Petitions for changes to the City's Zoning Map for all land use zones may 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 on the concept plan itself.

**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. As of the date of this report, a resident of Lehi contacted the City and asked to provide input. The Lehi resident was told to submit any comments by email. At this time, no follow-up communication by the Lehi resident has been made. The notice has also been posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).

F. **General Plan:** The land use designation of the parcels is a combination of Community Commercial and Medium Density Residential. The applicant’s request to change the zone from Agricultural to Mixed Use is consistent with the goals and purposes of the General Plan.

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

*These areas include a variety of commercial uses which are well integrated into the community and are located in commercial clusters along major transportation corridors. Office components should be included as an integral part of developments in this district so as to capitalize on the benefits that can be enjoyed with a mixture of distinct but complementary land-uses.*

**The General Plan defines Medium Density Residential as:**

*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 street and usable recreational features and lands.*

**Staff conclusion: *complies.*** While the Mixed Use Zone is not identified specifically as a zone in the above Land Use Designations, the uses and densities and standards of the Mixed Use Zone are consistent with the two Land Use Zones currently in place.

*The requested zones comply with the requested land use designations. Additionally, the proposed concept plan clusters commercial along major transportation corridors with residential between the Jordan River and Riverside Drive as identified in the Waterfront Buffer Overlay.*

G. **Code Criteria:**

Rezoning is a legislative decision. 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:**

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 March 26, 2020.

**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 was preceded by a concept plan that went through an initial review process with*

several submittals that took longer than 30 days. The rezone application was submitted on February 24, 2020 and this hearing was scheduled within that timeframe on the earliest available agenda.

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.*

*The proposal includes a mixture of commercial and residential uses in a location well situated to support additional uses and densities through transportation and infrastructure access.*

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 Community 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 proposal currently places commercial and medium density residential uses in an area near to similar uses. In this case, there is a currently undeveloped parcel in between however the General Plan anticipates similar uses on adjacent properties. The long range planning in place will ensure that this transitional goal will occur.

#### **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.**

*The changes proposed are compatible with the surrounding land uses and the proposed zone contains standards consistent with both land use designations currently in place.*

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 designations and zones. Commercial uses and medium density residential uses are planned for in this location on the current General Plan land use map.*

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 will be required to comply 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 balances new retail and office uses with new residential housing to help house the growing population; at the same time also making enhancements to protect the shoreline, improve the shoreline trail, and preserve open space.*

5. Any other reason that, subject to legislative discretion of the City Council, could advance the general welfare. **Staff finding: complies.**

*The Council may determine that bringing additional commercial use to the City, in a location designed for more intense use and where traffic impacts may be mitigated, is beneficial by providing tax base to support city-wide infrastructure for the current and future residents.*

### **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 proposed concept plan contains several outstanding redline corrections. Instead of resubmitting a concept plan multiple times, staff typically provides the applicant a first review and allows the applicant the choice of moving on in the development process or resubmitting until the applicant is comfortable with the level of corrections needed. In this case, two full reviews and one supplemental review have been made of the concept plan and rezone. The current concept plan is contained in Exhibit 4.

The primary objective of a land use map and rezone request is to determine if the proposed changes are desired and needed. Multiple site plans could be developed in any zone. What the applicant submits at the time of GPA/rezone is just a concept. A concept implies there could be changes.

As in the case of any rezone application, the Planning Commission and City Council need to answer the question – **do we want the zone as proposed by the applicant?** The concept plan should be for informational purposes and not be the sole reason to approve or deny the request because other development concepts can be appropriate on the subject property.

The Planning Review Checklist was used and identifies areas the concept plan is deficient regarding Code requirements. A few key items are listed below but the list is not exhaustive. Full compliant checklist will be used at the time of site plan approval provided the rezone is approved

by the City Council.

- The curve of Riverside must be modified to meet Engineering requirements.
- UDOT may require a right-in/right-out access in anticipation of potential future median.
- A few remaining contradictory or outdated pieces of information must be harmonized (e.g. County acreage vs. surveyed, company ownership records, etc.)
- Overall density appears to comply with the standards of the Mixed-Use Zone.
- Riverbank stabilization, open space improvements, and other site plan specific items will be reviewed for completeness and code compliance through the site plan and subdivision processes.
- Potential conflict with one access point for the number of units proposed.

The concept-level review does not address all site plan issues as a more comprehensive review is performed at the site plan and/or subdivision stage. It is now the policy of staff to review the concept plan once and provide feedback. The applicant then determines to stay in the cycle of submit/review/resubmit or move on to action by the Planning Commission and City Council after one review. Because one review can point out several corrections, the concept plan can drastically change. The emphasis should be on the proposed changes to the General Plan land use map and rezone and if those changes are the desire of the City. Development will then follow according to the zone.

#### **H. Recommendation and Alternatives:**

The Planning Commission recommends the City Council conduct a public meeting and discuss the application, provide feedback on the concept plan, and approve the rezone request.

#### **Planning Commission Recommendation: approve**

I move to **approve** the Riverview Plaza and Townhomes rezone generally at 1080 North Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated April 7, 2020:

#### **Findings**

1. The Rezone 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 River View Plaza and Townhomes rezone is recommended as shown in the attachment to the Staff report in Exhibit 1.
2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 3.
3. All conditions of the Fire Marshal shall be met.
4. All other Code requirements shall be met.

5. Any other conditions or changes as articulated by the Planning Commission.

**Alternative 1 – Continuance**

The City Council also choose to continue the item. “I move to **continue** the River View Plaza and Townhomes 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 rezone request. “I move to deny The River View Plaza and Townhome rezone with findings below:

- 1. The River View Plaza and Townhomes rezone is not consistent with the General Plan, as articulated by the City Council:  
\_\_\_\_\_ , and/or,
- 2. The River View Plaza and Townhomes rezone is not consistent with Chapter 19.17 of the Code, as articulated by the City Council:  
\_\_\_\_\_.

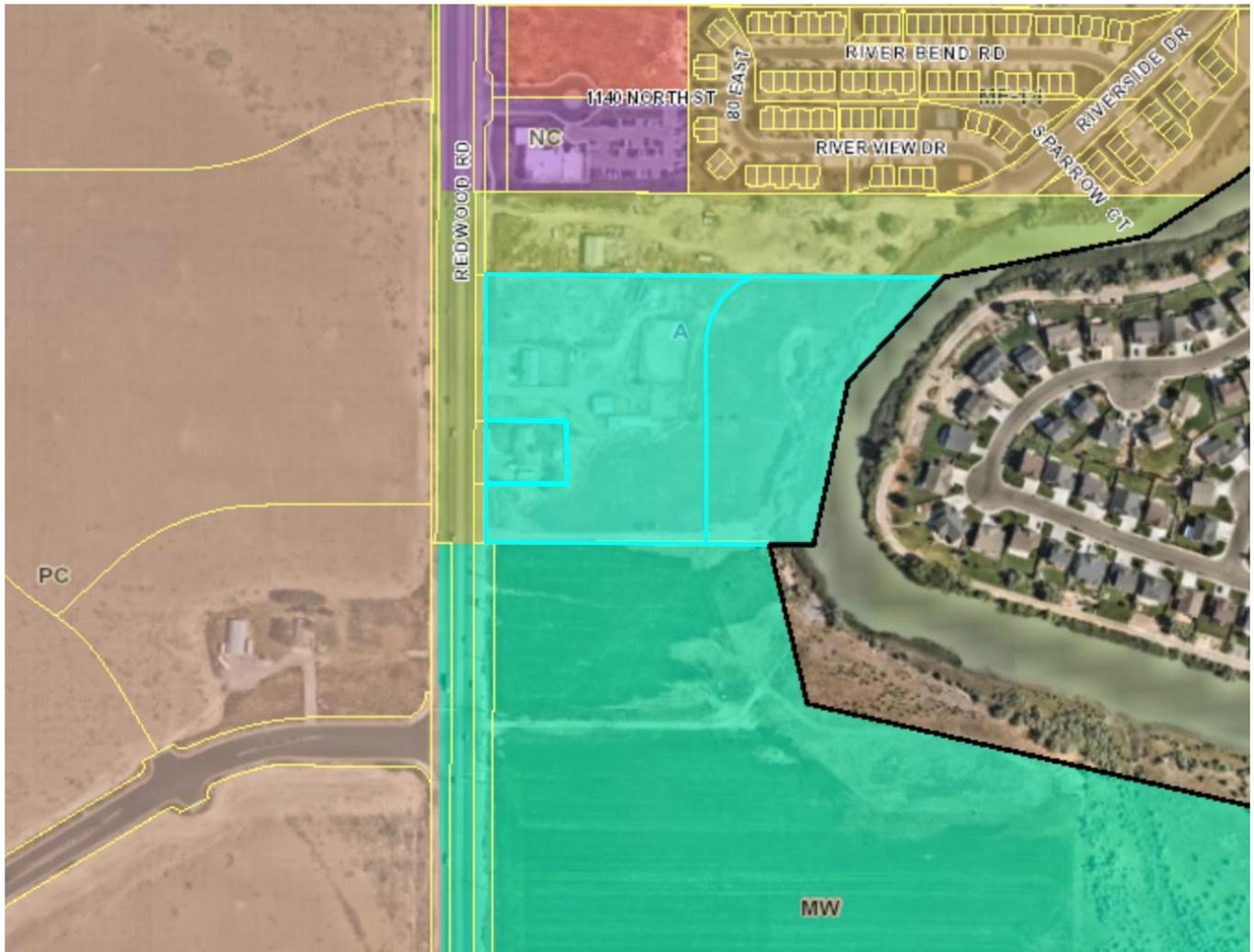
**Comments on Concept Plan:**

- 1. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
- 2. All requirements of UDOT concerning access shall be met.
- 3. Additional items will require further review at the subdivision/site plan review level.
- 4. The plans shall comply with all Code requirements.
- 5. Any comments providing direction from the Planning Commission: \_\_\_\_\_

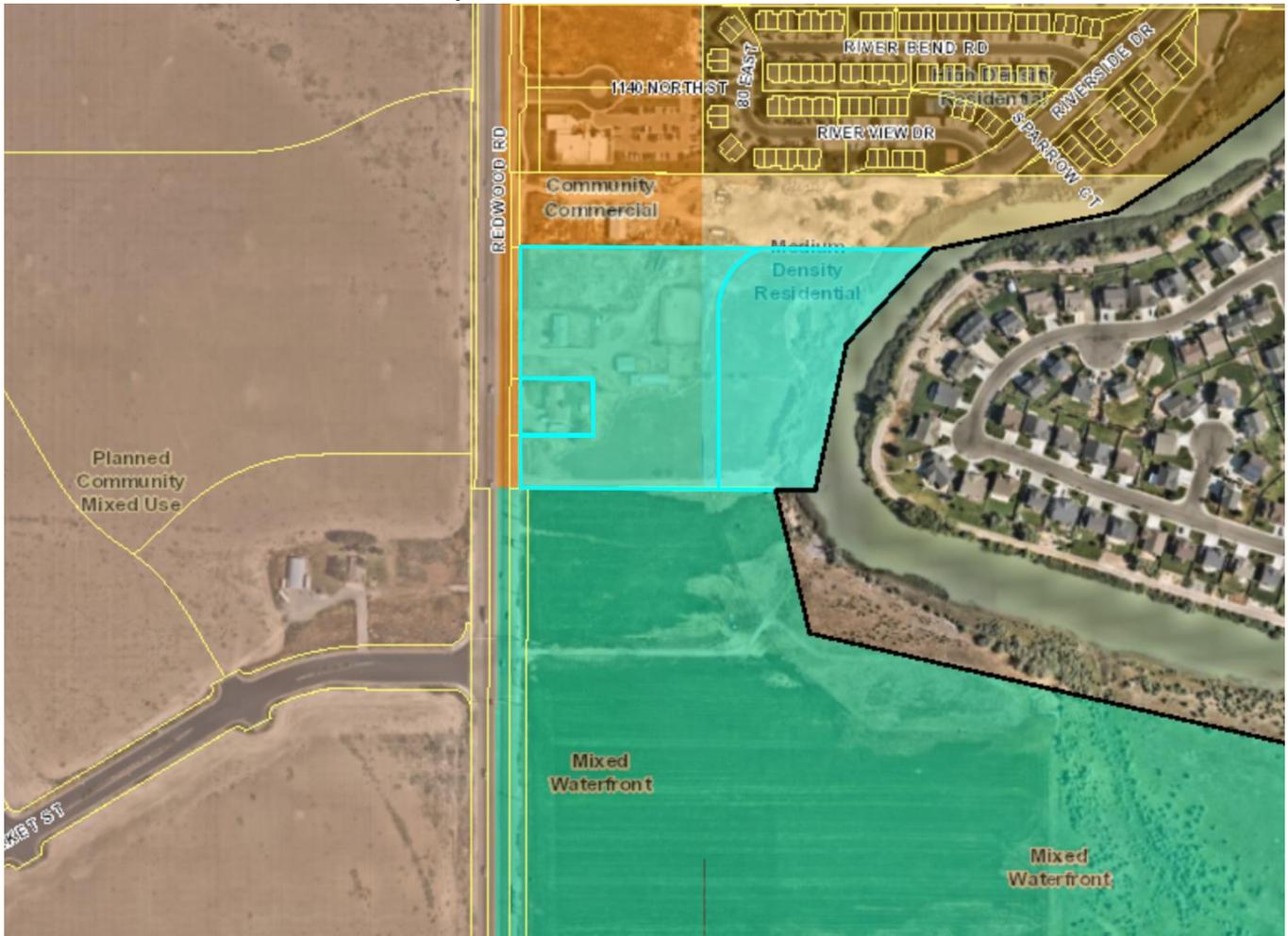
**J. Exhibits:**

- 1. Proposed Zone Change & Location
- 2. General Plan Land Use Map
- 3. City Engineer’s staff report (if needed)
- 4. Concept Plan
- 5. Planning Commission minutes

**Exhibit 1: Proposed Zone Change & Location**

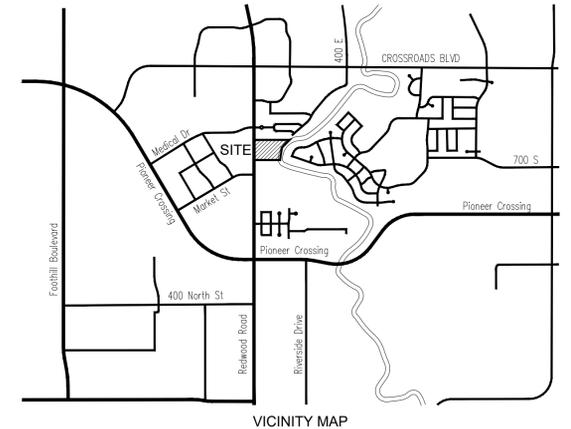
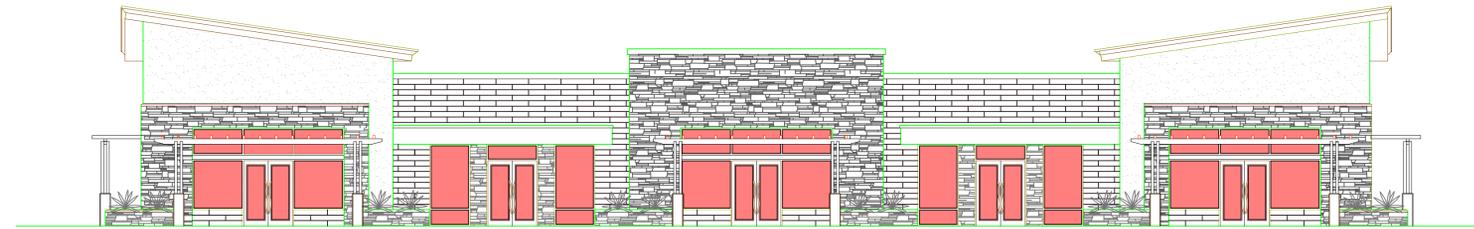


**Exhibit 2: General Plan Land Use Map**



# River View Plaza & River View Townhomes

## Exhibit 4



VICINITY MAP

### OVERALL PROPERTY DESCRIPTION

Commencing at a point located North 00°36'28" East along the quarter Section line 1326.29 feet and East 67.36 feet from the South quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°22'39" East along the easterly boundary line of Redwood Road 546.36 feet; thence South 89°21'19" East 941.29 feet; thence South 78°47'51" West 5.83 feet; thence South 42°38'41" West 288.90 feet; thence South 12°17'41" West 337.41 feet; thence North 89°21'19" West 671.59 feet to the point of beginning.

Area = 414,573 sq.ft. or 9.52 Acres

### Sheet Index

1.0	Cover Sheet
1.1	General Notes
1.2	Existing Condition Plan
2.0	Concept Plan
3.0	Preliminary Utility Plan

	Square Footage	Acreage	Percent of total
Total Area	250,172	5.74	100
Total Building / Pad Area	48,833	1.12	21
Total Hard Surface Area	125,185	2.87	55
Total Impervious Area	174,018	3.99	76
Total Landscaped Area	53,975	1.24	24

### Commercial Area

	Square Footage	Acreage	Percent of total
Total Area	164,402	3.77	100
Total Building / Pad Area	34,556	0.79	21
Total Hard Surface Area	12,627	0.29	55
Total Impervious Area	47,183	1.08	76
Total Landscaped Area	74,303	1.70	24

### Residential Area

Street Right of Way = 45,979 sq.ft. or 1.05 Acres

### Project Address:

1032 North Redwood Road  
Saratoga Springs, Utah 84045

### Developer/Owner:

Osmond Development LLC  
Jared Osmond  
881 West State Road #140-446  
Pleasant Grove, UT 84062  
801-473-8660

### Engineer/Land Surveyor:

Dudley and Associates, Inc.  
353 East 1200 South  
Orem, Utah 84058  
801-224-1252

### Site Data:

Zone = A (Agricultural) Current  
MU Zone Proposed  
Total Property Area = 414,573 sq.ft. or 9.52 Acres  
Total number of Buildings = 6

TOTAL COMMERCIAL ACREAGE - 5.74 ACRES 250,172 SQUARE FEET  
RETAIL BUILDINGS - 25,040 SQUARE FEET (175 STALLS - 7.0 STALLS / 1,000 SQ.FT.)  
OFFICE BUILDING - 19,200 SQUARE FEET (96 STALLS - 5.0 STALLS / 1,000 SQ.FT.)

TOTAL RESIDENTIAL ACREAGE - 3.77 ACRES 164,402 SQUARE FEET

39 DWELLING UNITS - 10.34 UNITS PER ACRE WITH 81 STALLS MORE THAN 2.25 STALLS / UNIT

### Parking Requirements

Total Retail = 25,040 sq.ft. 7 stalls/1000 sq.ft. = 175 Parking stalls required  
Retail/ Office Space = 44,240 sq.ft. 5 stalls/1000 sq.ft. = 96 Parking stalls required  
Total Commercial Parking required = 271, 274 shown

36 Residential Units = 2.25 stalls / Unit = 81 Parking stalls required, 87 shown

ADA Spaces Required = 7 ADA Accessible spaces  
ADA Spaces shown = 12 (10 Van accessible spaces)

### Legend

Symbol	Description
	Proposed 8" Sanitary Sewer Main
	Existing Sanitary Sewer Main (size noted on plan)
	Proposed Culinary Water Main (size noted on plan)
	Existing Culinary Water Main (size noted on plan)
	Existing Storm Drain pipe (size noted on plan)
	Proposed Storm Drain pipe (size noted on plan)
	Cable TV utility lines
	Existing Power lines
	New underground Power lines
	Outside Boundary line
	Existing surface improvements
	Existing Sidewalk
	Existing Sidewalk
	Existing Contour Elevation
	Finish Contour Elevation
	Finish Spot Elevation
	Drainage Flow Direction
	Water Meter (size noted on plan)
	Culinary Water Valve
	Fire Hydrant
	Sanitary Sewer Manhole
	Storm Drain Manhole
	Storm Drain Box
	top of asphalt
	top of sidewalk
	back of top of curb
	back of top of sidewalk
	Sanitary Sewer Manhole
	Storm Drain Manhole
	Water Valve
	Gas valve
	Water Meter
	edge of existing asphalt
	Public Utility Easement

### City Offices

1307 North Commerce Drive Suite 200  
Saratoga springs, UT 84045  
Phone (801) 766-9793  
Fax (801) 766-9794  
City Manager : Mark Christensen  
Assistant City Manager: Owen Jackson

### Planning Department

1307 North Commerce Drive Suite 200  
Saratoga springs, UT 84045  
Phone (801) 766-9793

Planning Director: David Stroud

### Public Works Department

Public Works Dir: Jeremy Lapin  
801-766-6506 x171

### Public Safety

Saratoga Springs Police Department  
367 S. Saratoga Road  
Saratoga Springs, Utah 84045  
801-766-6503

Emergency 911  
Police Dispatch 801-851-4100  
Utah County Animal Shelter  
801-785-3442

### Engineering

Gordon Miner, PE  
1307 North Commerce Drive Suite 200  
Saratoga Springs, UT. 84045  
Office (801) 766-6506

Capital Projects Manager:  
Chris Klingel  
801-766-6506 x171

### Gas

Questar  
1640 North Mountain Springs Parkway  
Springville, Utah 84663  
Phone (801) 853-6585  
Brad Mattinson

### Electricity

Rocky Mountain Power  
70 North 200 East  
American Fork, Utah 84003  
Phone (801) 756-1220  
Fax (801) 756-1274  
Mark Steele

### Telephone

Qwest  
75 East 100 North  
Provo, Utah 84606  
Phone (801) 356-7050  
Cell (801) 473-3385  
Kasey Lunt

### Cable T.V.

Comcast Cable Communications, Inc.  
1350 East Miller Avenue  
Salt Lake City, Utah 84106  
Phone (801) 485-0500  
Fax (801) 487-1887



NORTH  
1" = 40'

COSTCO

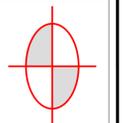
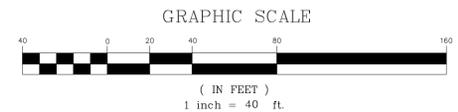
REDWOOD ROAD

RIVERSIDE DRIVE

JORDAN RIVER



Costco SE Entry  
(Right in-Right Out)



DUDLEY AND ASSOCIATES  
ENGINEERS PLANNERS SURVEYORS  
353 EAST 1200 SOUTH, OREM, UTAH  
801-224-1252

River View Plaza & River View Townhomes  
**Concept Plan**  
Utah  
Saratoga Springs

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Revisions

Date  
12-3-2019  
Scale  
1" = 40'  
By  
TD  
Tracing No.  
L -

Sheet No.  
**C - 2.0**

Exhibit 5: Planning Commission minutes, March 26, 2020 (draft)

**Public Hearing: Rezone from Agriculture to Mixed Use for River View Plaza & Townhomes, located at 1080 N. Redwood Rd. Jared Osmond, applicant.**

Planning Director Dave Stroud presented the item. The applicant requests the City rezone 9+ acres of property from Agricultural to Mixed Use. The applicant also requests non-binding feedback on the proposed Riverview Plaza and townhomes concept development. Jared Osmond was present electronically to answer any questions. They are excited to do this and think the project will be good.

Public Hearing Opened by Chairman Troy Cunningham. Planning Director Dave Stroud noted that a Resident from Lehi called and asked for additional information from him, they had no public comment. The public hearing was closed by the Chair.

Commissioner Barton

- Thought it looked good. She asked the applicant about potential businesses to occupy the spaces. Jared Osmond replied that he does have several businesses interested in coming in. He noted the Townhomes/Condos near the river will have a cohesive feel to the retail.
- Asked if they would be building both condos and townhomes Jared responded that they are dealing with some issues such as wetlands. To make it work they are proposing stacking spacious townhouse/condo products. He noted they would be beautiful and luxurious.

Commissioner Anderson

- Wondered if there was an idea of what will go between here and Dalmore Meadows? Planning Director Dave Stroud responded that there are no plans at the moment. The zone currently is Mixed Waterfront.

Commissioners Kilgore, Ryan, Wagstaff, and Cunningham all thought the concept looked good and had no further comments.

**Motion made by Commissioner Kilgore to forward to the City Council a positive recommendation regarding the Riverview Plaza and Townhomes rezone generally at 1080 North Redwood Road as outlined in Exhibit 1 with the findings and conditions in the staff report dated March 19, 2020. Seconded by Commissioner Ryan. Aye: Bryce Anderson, Audrey Barton, Troy Cunningham, Ken Kilgore, Reed Ryan, Josh Wagstaff. Motion passed 7 - 0.**

**ORDINANCE NO. 20-11 (4-14-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AN AMENDMENT TO THE ZONING MAP FOR CERTAIN REAL PROPERTY TOTALING ~9.71 ACRES LOCATED GENERALLY AT 1080 NORTH REDWOOD ROAD; INSTRUCTING CITY STAFF TO AMEND 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 March 26, 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; and

**WHEREAS**, on April 14, 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 rezone application at the April 14, 2020, meeting as follows: rezone ~9.71 acres to the Mixed Use zone attached as Exhibit A; 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 the Mixed Use (MU) zone on the City’s Zoning Map. City Staff is hereby instructed to amend the official City zoning 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 14<sup>th</sup> day of April, 2020.

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

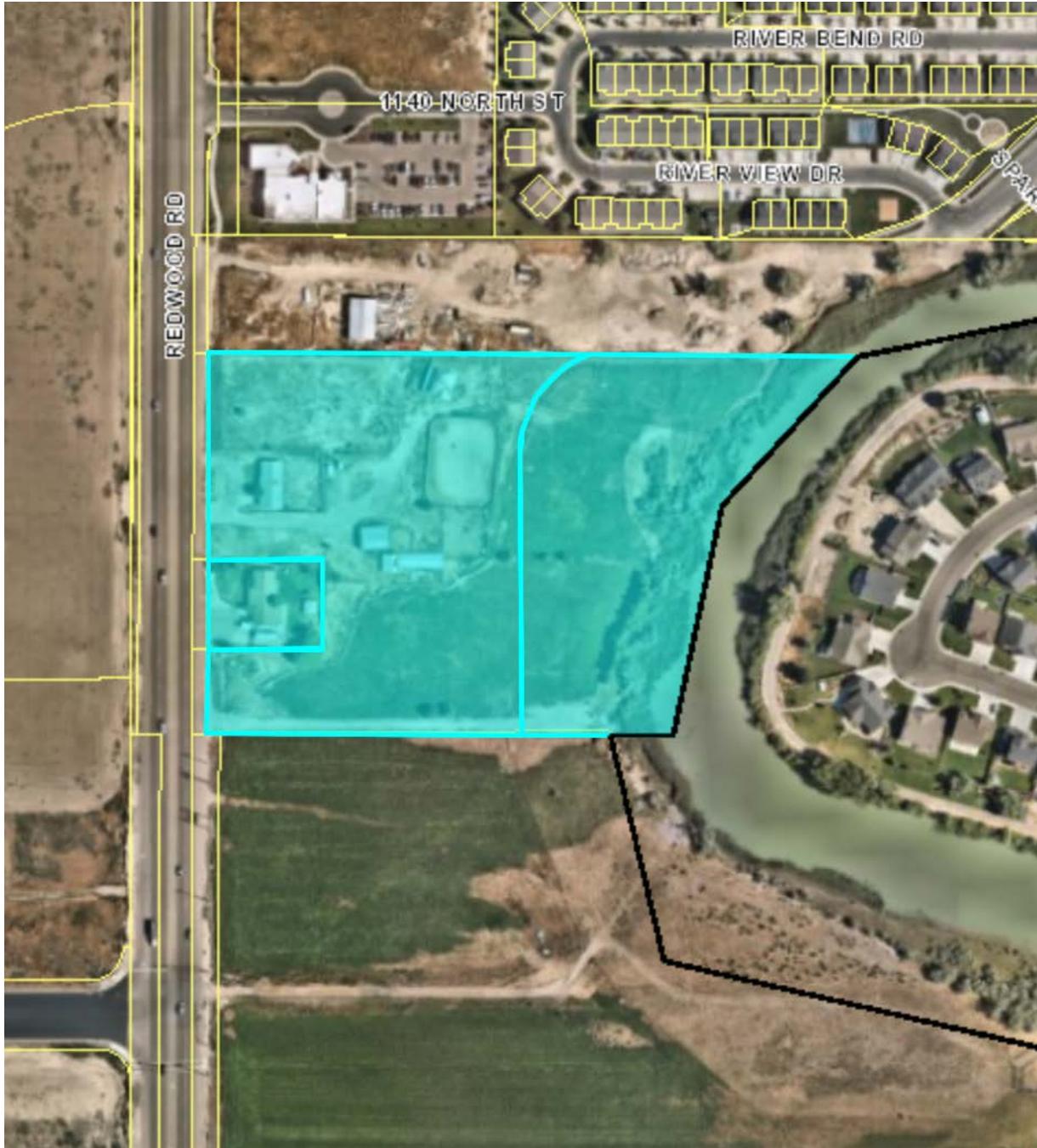
Attest: \_\_\_\_\_  
Cindy LoPiccolo, City Recorder

**VOTE**

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

Exhibit A

Proposed Mixed Use Zone



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

WHEN RECORDED RETURN TO:

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

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on April 14, 2020, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," Osmond Development LLC; hereinafter referred to as "Developers."

### **RECITALS:**

**WHEREAS**, Developer(s) own ~9.51 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 Agriculture with the General Plan land use designations of Medium Density Residential and Community Commercial. Developers wish to develop the project known as River View Plaza and Townhomes, which will consist of Office, Retail, and Residential uses ("Project"). Currently, the proposed Project does not meet the Agriculture zone requirements therefore would not be allowed in the Agriculture zone. Therefore, in order to develop the Project, Developers wish to rezone the property to the Mixed Use zone in conformance with the General Plan land use designations of Community Commercial and Medium Density Residential, 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 March 24, 2020, 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 B ("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 April 14, 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 B, subject to the findings and conditions contained in the Staff Report and written minutes on file with the City Recorder; and

**WHEREAS**, the Concept Plan, attached as Exhibit B, 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 Mixed Use zone existing on the Effective Date of this Agreement with respect to permitted uses. 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 – *Jordan River Trail*** - Developers shall be required to install an eight-foot wide concrete trail adjacent to the Jordan River on the eastern property boundary as more fully specified in Exhibit C and insomuch as those improvements are shown on the Saratoga Springs Trail Master Plan dated November 15, 2011 (the "Trail Improvements"). This concrete trail may also function as a utility access road if such is needed by the Developer. These open space improvements may be credited toward Developers' required open space improvements according to City regulations in effect at the time of a site plan application. Developer shall not be reimbursed, including issuance of impact fee credits, by City for costs associated with the Trail Improvements. City shall maintain the trail surface insomuch as replacement of the trail surface is needed. Maintenance of the landscaping improvements and snow removal shall be

performed by the homeowners association.

- e. **Power Lines.** As an express condition of this Agreement and the Zoning Request, Developers shall be required to bury all non-transmission power lines at Developers' own expense that are located on the Property as more fully shown on Exhibit D. 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 Agriculture zone. 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:** Concept Plan

**Exhibit C:** Required Trail Improvements

**Exhibit D:** 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:                      Osmond Development LLC

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:

Osmond Development LLC

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

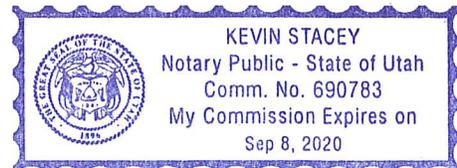
Its: Manager of LLC

[insert legal entity]

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

STATE OF UTAH                    )  
  : ss  
COUNTY OF UTAH    )

The foregoing instrument was acknowledged before me this 9 day of April, 2020 by Jared Osmond, 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 [legal entity], a Utah limited liability company, on behalf of the company.

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

STATE OF UTAH                    )  
  : ss  
COUNTY OF UT )

The foregoing instrument was acknowledged before me this 9 day of April, 2020 by Jared Osmond, the manager of Osmond development of [legal entity], a Utah limited liability company, on behalf of the company.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC



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

**OVERALL PROPERTY DESCRIPTION**

Commencing at a point located North 00°36'28" East along the quarter Section line 1326.29 feet and East 67.36 feet from the South quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°22'39" East along Redwood Road 546.36 feet; thence South 89°21'19" East 941.29 feet; thence South 78°47'51" West 5.83 feet; thence South 42°38'41" West 288.90 feet; thence South 12°17'41" West 337.41 feet; thence North 89°21'19" West 671.59 feet to the point of beginning.

Area = 414,573 sq.ft. or 9.52 Acres

**PARCEL 1 (WEST PARCEL)**

Commencing at a point located North 00°36'28" East along the quarter Section line 1326.29 feet and East 67.36 feet from the South quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°22'39" East along Redwood Road 546.36 feet; thence South 89°21'19" East 548.59 feet; thence along the arc of a 150.00 foot radius curve to the left 184.19 feet (chord bears South 35°10'39" West 172.83 feet); thence South 00°00'00" West 404.00 feet; thence North 89°21'19" West 452.61 feet to the point of beginning.

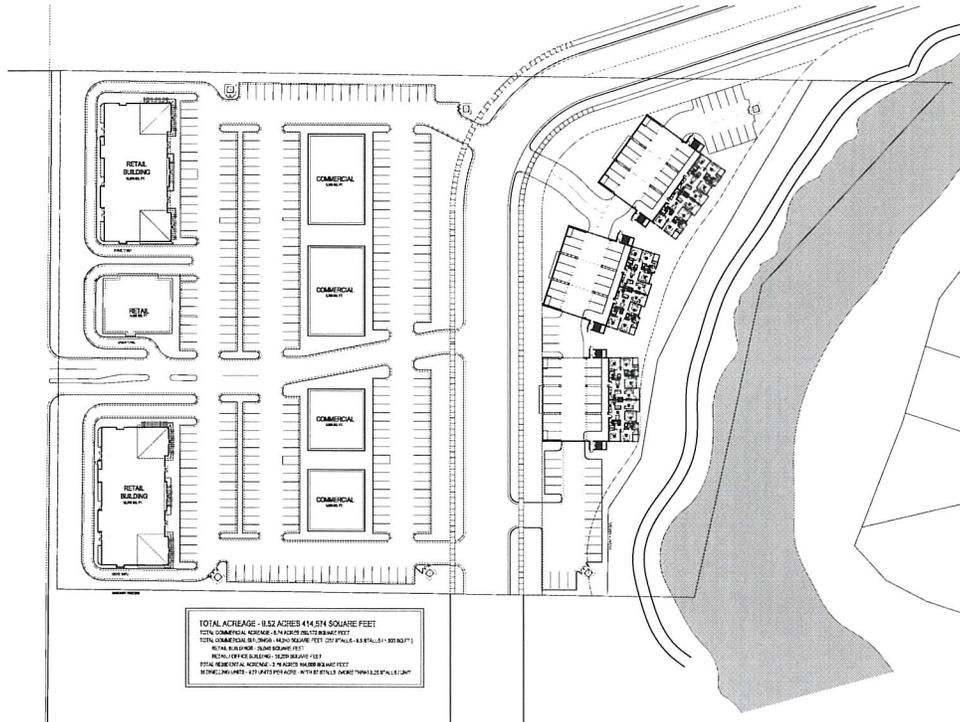
Area = 250,172 sq.ft. or 5.74 Acres

**PARCEL 2 (EAST PARCEL)**

Commencing at a point located North 00°36'28" East along the quarter Section line 1321.20 feet and East 520.00 feet from the South quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00'00" East 404.00 feet; thence along the arc of a 150.00 foot radius curve to the right 184.19 feet (chord bears North 35°10'39" East 172.83 feet); thence South 89°21'19" East 392.70 feet; thence South 78°47'51" West 5.83 feet; thence South 42°38'41" West 288.90 feet; thence South 12°17'41" West 337.41 feet; thence North 89°21'19" West 218.98 feet to the point of beginning.

Area = 164,402 sq.ft. or 3.77 Acres

# Exhibit "B" Concept Plan



**Exhibit "C"**  
**Trail Improvements**

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



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**Major Community Plan Amendment, General Plan Amendment, and Rezone  
Wildflower and The Springs  
Tuesday, April 14, 2020  
Public Meeting**

Report Date: April 7, 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

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**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 67.61 acres of 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 D, 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.

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	--
<b>Total</b>	<b>784 acres</b>	<b>1468 ERUs</b>	<b>479 acres</b>	<b>1770 ERUs</b>	<b>1263 acres</b>	<b>3238 ERUs</b>	<b>1202 acres</b>	<b>3238 ERUs</b>

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

**Existing Wildflower Site Summary:**

<b>RESIDENTIAL LEGEND</b>		
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	--
<b>TOTAL</b>	<b>±595 ACRES</b>	<b>1,468</b>
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		
<b>TOTALS</b>			<b>109.57 Acres</b>	<b>23%</b>	
<b>Totals by Housing Type</b>					
	Housing Type	Zone	Area	Density	Units
	4 story Apartments	R-18	14.7 Acres	18	265
	Town House	R-14	44.82 Acres	10	448
	5 - 7,000 S.F. Lots	R-10	52.01 Acres	5	287
	6 - 8,000 S.F. Lots	R-6	56.4 Acres	4.3	216
	8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96
	10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127
	12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23
	15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81
	Active Adult TH	R-14	12.7 Acres	8	101
	Active Adult 1 story TH	R-14	10.0 Acres	7	70
	Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	5.6	56
			<b>333.05</b>		<b>1770</b>
					<b>100.0%</b>
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	60
	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 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*	--
<b>Total</b>		<b>1,202</b>	<b>3,238</b>

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.

The overall density is approximately 2.7 units per acre, and approximately 38.5 percent of units are allocated to multifamily housing types. This is a change from the existing approved plan which had an overall density of 2.5 units per acre, including the Mountain View Corridor property, and a maximum of 442 multi-family units on 61 acres west of Mountain View Corridor. Within the current Wildflower area, 600 multi-family units are now proposed. However, including the approvals from the Springs development, the amount of overall multi-family residential is reduced from 1309 units to 1248 units.

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.

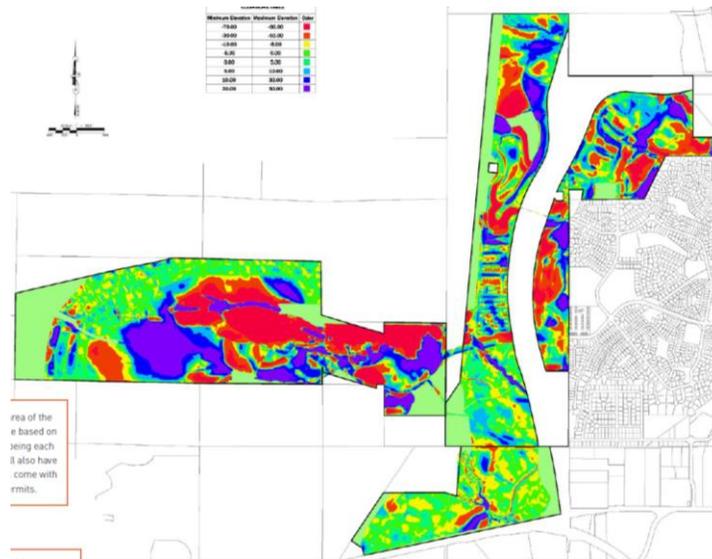
Open Space Tracking

With this amendment, the Open Space Management Plan for the entire community is updated to comply with the City’s amenity point system, as detailed in Section 4 of the proposed community plan. 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.

# Total Units in Development	Equivalent Acres Required	Minimum # Amenity Points Required
3,238	80.95	3,238

### 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 A2-24 of the proposed community plan.



The applicant has requested exceptions to the existing Hillside Ordinance, Section 19.10 of City Code, as noted on Page A1-02 and in the attachments to the Amended and Restated MDA, to allow for additional retaining and revegetation standards. Due to existing site conditions which include hillsides affected by mining activities, staff understands that exceptions to the current hillside ordinance may be warranted. However, the requested exceptions are broad and do not propose new standards in place of the existing code.

With large areas of 70 foot cuts (areas in red on the map above) and 50 foot fills (areas in blue), staff requests that the Council allow the City to work with the applicant on developing hillside criteria appropriate for this site. Staff feels the proposed exceptions are too broad, asking for a complete exemption from code standards with no criteria proposed for hillside development. This type of exception has not been allowed for any other development in the City, including other hillside subdivisions and planned communities.

The current hillside ordinance Section 19.19.04.5 limits changes to natural grade to no more than 6 feet with retaining walls and terracing, limited to no more than 2 tiers in Section 19.19.04.10. This amounts to an allowance of approximately 12 feet in change from natural grade, and the applicant is proposing to eliminate these restrictions with no limitations proposed. In some locations, significant cuts and fills are necessary to stabilize the existing conditions on the site; however, staff would like the applicant to propose standards in place of the current code rather than allow unlimited grade changes on the overall Wildflower site. Additionally, staff would like the applicant to define "appropriate retaining walls" if the current standard of 6 feet will not be in place for this development.

Staff has requested additional detail on the requested exceptions to the Hillside Ordinance numerous times, and more specificity is needed to mitigate the impact of development to the hillside. The updated exhibit to the Amended and Restated MDA detailing the requested Code Deviations was submitted to the City after this staff report was due to be published. More details are still needed for staff to support these exceptions. Staff would be hesitant to recommend any permissions that allow hillside development and mass grading which go further than the City has allowed with previous applicants.

2. Hillside Development

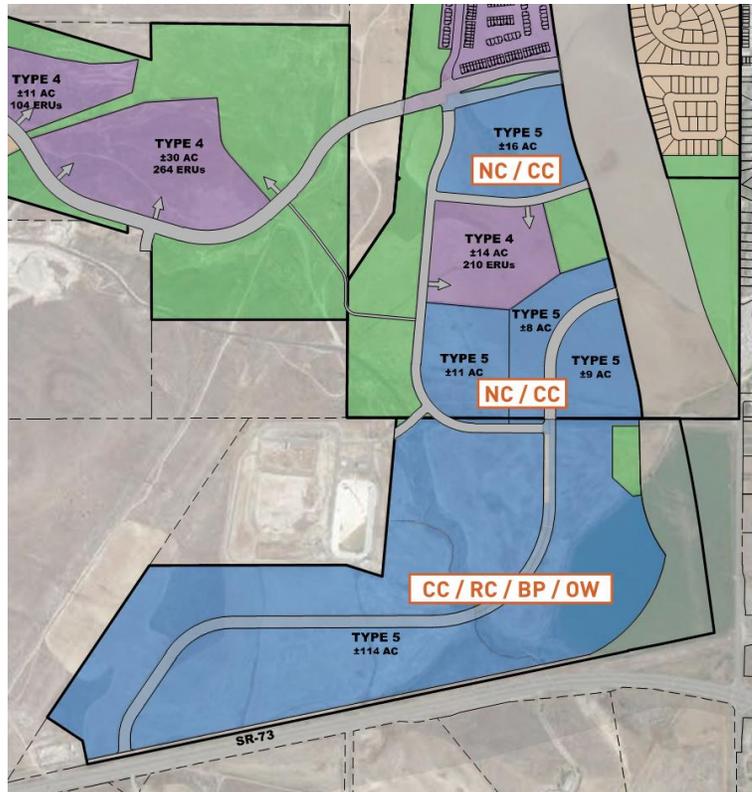
- a. *Section 19.10.03.4.e* to be updated to allow up to a 30% slope with reseeding and properly prepared grading with erosion control matting required above 30% slope.
- b. *Section 19.10.04.5* should be eliminated.
- c. *Section 19.10.04.7* should include "unless appropriate retaining walls are constructed."
- d. *Section 19.10.04.18.c* to be updated to "...shall be set back 30 feet from the center line..."

The applicant would like exceptions from the current hillside ordinance and objects to the proposed ordinance. Staff does not recommend that the council approve any hillside ordinance components to this CP at this time. Staff recommends a condition that the applicant work with staff on the hillside requirements and return to the City Council for approval of those standards. The applicant has the option to maintain their request for broad exceptions which staff does not support, to narrow their request and add standards to the proposed exceptions in line with what has been approved for other hillside communities within the City, or to work with staff on the future hillside ordinance and apply that ordinance to this community. Additionally, the grading permit should not be issued until the hillside exceptions are approved by the City Council.

Commercial Uses

The proposed community plan also includes a change to the commercial area. In the current plan, the entire commercial area was approved "to be developed in the future per Regional Commercial zone standards" as indicated in the February 17, 2015 City Council staff report and approvals. The applicant is now proposing to identify this property with the Community Commercial, Regional Commercial, Business Park, and Office Warehouse zones.

The applicant is also proposing to remove the 67.61 acres of 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. In order to maintain the amount of commercial area within the community, 44 acres of Neighborhood Commercial and Community Commercial property has been relocated and incorporated into the residential property just south of Harvest Hills Boulevard. This area was previously single-family residential (154 units) and is now a mixture of commercial and multi-family residential (210 units). Specific commercial uses and standards are to be identified at the time of Village Plan.



Staff has included a condition of approval that the applicant work with the City to resolve commercial ERU calculations. This is important because the 44 acres identified as NC/CC above has already been used to allocate 110 residential ERUs. These have been calculated at a rate of 2.5 units per acre based on the pre-existing R-3 zone at the time of the original community plan approval. These ERUs have already been incorporated into other residential areas as a part of the original approval.

Harvest Hills Boulevard

The applicant is also requesting a name change for Harvest Hills Boulevard to Wild Hills Boulevard as it extends west of Mountain View Corridor. Staff’s biggest concern on the matter is regarding safety access. The Fire Department has indicated that without a physical separation, they are not in favor of the name change. The Police Department has indicated that a name change is workable, and it makes the most sense to at least have the name change occur only west of Mountain View Corridor so there is a clear difference between the two roads.

Section 19.27.03 of the City Code on naming streets requires continuity as follows:

2. Proposed street names are encouraged to have the following characteristics:
  - a. historic significance;
  - b. local, sense of place;
  - c. overall theme; and
  - d. compatibility with adjacent streets.

The City Council should make a decision on this name change, as proposed in the Conditions of Approval.

**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 according to the Engineering Staff Report dated April 14, 2020.
2. This Community Plan shall follow the City’s Storm Drain Capital Facilities Plan unless they can facilitate a mutually-acceptable agreement between the City and UDOT to manage their storm drainage differently.
3. Harvest Hills Boulevard [shall/shall not] be renamed to Wild Hills Boulevard as it extends west of Mountain View Corridor.
4. The applicant shall work with the City to resolve commercial ERU calculations.
5. Guiding development standards have been included in this Community Plan and are not to be included in any future Village Plan.
6. The Community Plan shall be edited as follows:
  - a. Refer to the added 14 units in density as available, indicating a maximum density for the overall project.
  - b. 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
  - c. Add to the note on Page 4-12 that “future internal open space to be determined” at the time of Village Plan to meet the recreational needs of residents.
7. Hillside development components of this community plan are not included as a part of this approval. The applicant shall work with staff on hillside requirements and return to the City Council for approval of those standards.

the grading permit should not be issued until the hillside exceptions are approved by the City Council.

  - a. Grading permits shall not be issued and no mass grading may occur until the hillside development components of this plan have been approved.
8. The Community Plan shall in all respects be consistent with the ARMDA.
9. All other code criteria shall be met.
10. 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

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 A: Engineering Staff Report

City Council  
Staff Report

Author: Gordon Miner, City Engineer

Subject: Wildflower

Date: April 14, 2020

Type of Item: Community Plan



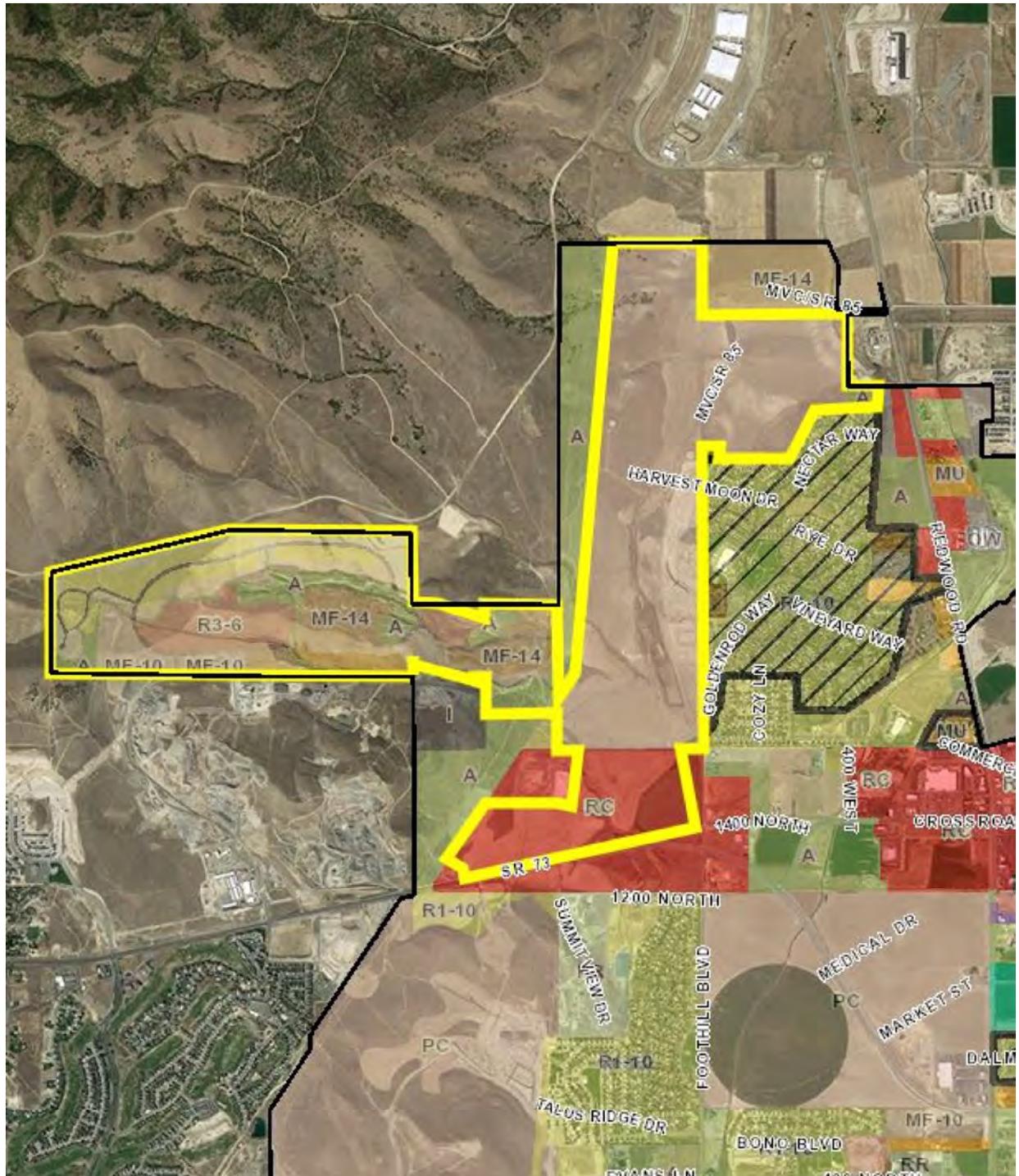
### Description:

- A. Topic: The Applicant has submitted a community plan application. Staff has reviewed the submittal and provides the following recommendations.
- B. Background:
- |            |                        |
|------------|------------------------|
| Applicant: | Nathan Shipp, DAI Utah |
| Request:   | Community Plan         |
- C. Recommendation: Staff recommends the approval of the proposed Community Plan with the following conditions.
- D. Conditions:
- 1) All review comments and redlines provided by the City Engineer and the City Engineer's consultants shall be complied with and implemented.
  - 2) This community plan is conceptual in nature. In case of changing circumstances or additional insight, this plan shall be amended as necessary.
  - 3) This community plan shall be consistent with the City's existing Master Plans including the Transportation Master Plan (except see Condition 8), the Parks, Trails, and Open Space Master Plan, as well as the City's utility master plans including the Drinking Water, Secondary Water, Sewer, and Storm Drain Master Plans.
  - 4) The adoption of this community plan does not represent a reservation of capacity in any of the systems. Capacity is available on a first-come-first-served basis and final verification of system capacity will need to be determined prior to the recordation of plats. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite improvements sufficient for the development of Developers' Property in accordance with the current City regulations. While the anticipated improvements required for the entire Property are set out in the community plan, that is only the City's and Developers best estimate at this time as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the exhibits in this community plan but may be adjusted in accordance with current City regulations. The infrastructure anticipated to be needed for the build out of this project shall be provided for in the community plan.
  - 5) The developer shall comply with all City and UDOT access spacing and permitting requirements. A permit for all points of access along UDOT roads shall be obtained.
  - 6) This community plan shall not change the City's Engineering Standards. Any Engineering Standard listed in this community plan shall not conflict with or supersede the City's Engineering Standards.

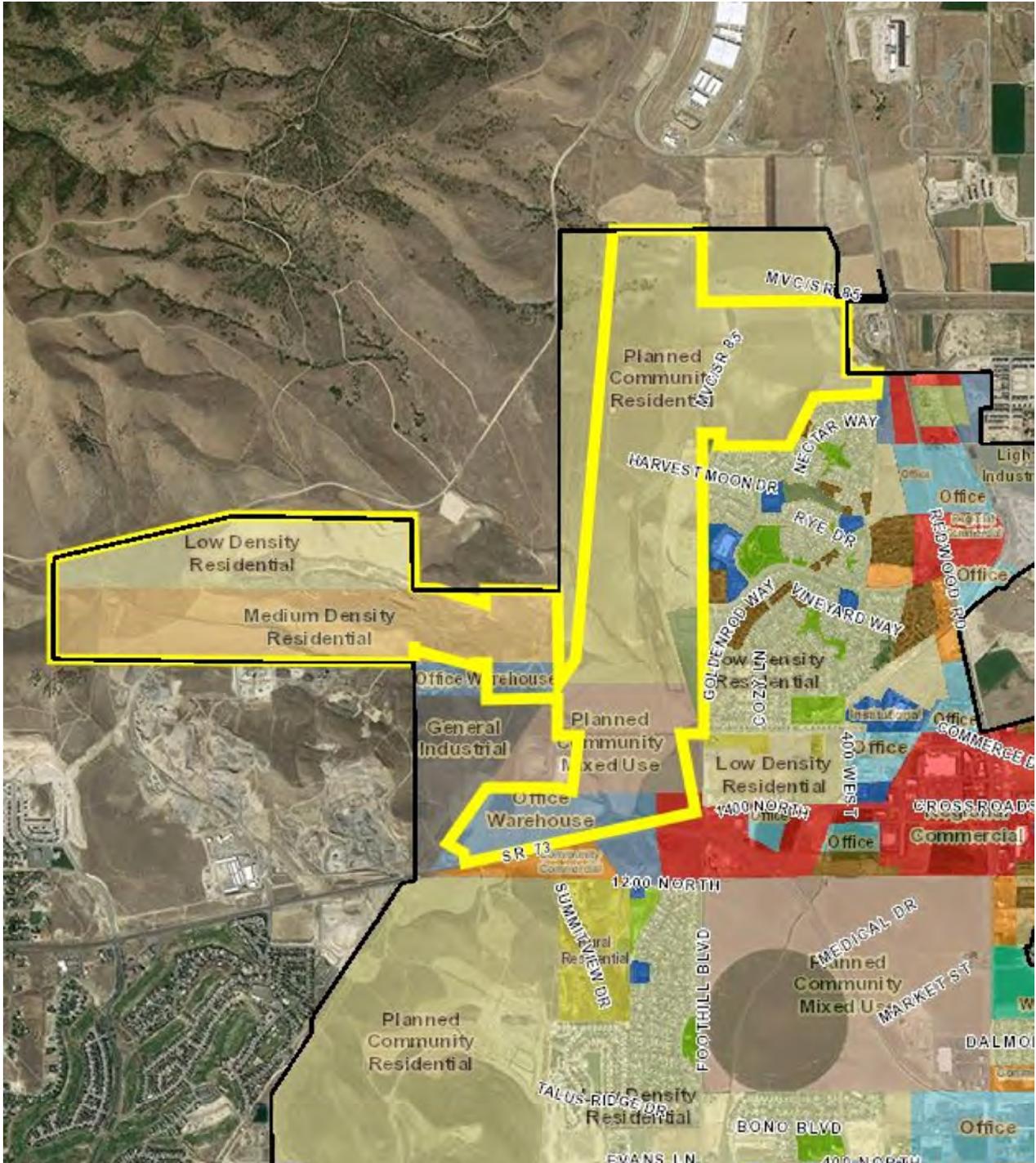
- 7) The City Engineer may allow a deviation from the standard pressure zone ranges in the pressurized water systems for small isolated areas.
- 8) The arterial street that goes through the middle of the project and plans to connect to Eagle Mountain shall have four lanes of capacity plus turning lanes at intersections.
- 9) The Developer's proposed conceptual alignment of the collector street from Mt. Saratoga to Harvest Hills Blvd. is acceptable. The City will change its Transportation Master Plan accordingly. The Developer shall analyze the intersection of Tanuki Drive and Harvest Hills Blvd for potentially-necessary mitigation measures.
- 10) Coordination and approval from UDOT is required in order for the drainage plan to be feasible.
- 11) The area west of MVC and northwest of Harvest Hills shall be evaluated for collector streets, connectivity to Camp Williams, and access in cooperation with UDOT.
- 12) The location and cross-sections of all roadways, sidewalks, and trails shall comply with the design standards outlined in the Community Plan, and to the extent not inconsistent therewith, the City's Standard Technical Specifications and Drawings Manual, the City's Transportation Master Plan, and the City's Parks, Trails, Recreation, and Open Space Master Plan.
- 13) Except for the variations in widths allowed in this community plan, all roads, public and private, shall meet City Standards and Specifications, including pavement section designs.
- 14) Offsite incoming storm water flows must be routed through or mitigated by the project, including debris basins above the project.
- 15) Secondary and Drinking Water Rights must be secured from or dedicated to the City with each plat proposed for recordation compliant with current City Code. Prior to acceptance of water rights proposed for dedication, the City shall evaluate the rights proposed for conveyance and may refuse to accept any right that it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City or has not been approved for diversion from City-owned waterworks by the State Engineer.
- 16) Secondary water source and storage must be brought to the system before any phase of this development that needs it is brought on line.
- 17) Developer shall be responsible for the installation of all onsite and offsite utilities including, but not limited to drinking water, secondary water, sanitary sewer, and storm sewer sufficient for the development of the project in accordance with City and State regulations.

# 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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**With a Copy to:**

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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;





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

## EXHIBIT F

### Wildflower Code Deviations for Engineering and Planning

Item/issue	City's Vest Laws provisions	Exceptions
Trail Cross Section	Many different trail cross-sections are specified.	All trails will be private and maintained by the HOA and therefore the cross-sections illustrated in the Community Plan are approved. Developer, at the time of plat application, shall comply with the City's Trails Master Plan.
Utility Access Roads	12' paved access road is always required.	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.
Maximum Water Pressure	110 psi	"The City Engineer may allow a deviation from the standard pressure zone range for small isolated areas."
Sight Triangles	Section 19.06.11 details a number of different elements and measurements.	Wildflower will comply with AASHTO
Mass Grading, Limits on changing grade, slope revegetation, Final Grading and Drainage	Section 19.10	<p>Wildflower has been disturbed through prior excavation, stockpiling of materials and mining activities. There are no "sensitive lands" on the Property and the site will be mass-graded. Section 19.10 will be amended as follows:</p> <ul style="list-style-type: none"> <li>• Section 19.10.04.5 should be eliminated. The disturbed nature of the project makes this section inapplicable.</li> <li>• Section 19.10.04.7 should include "unless appropriate retaining walls are constructed. By allowing for appropriate retaining the full benefit of the lot can be utilized.</li> <li>• Section 19.10.04.18c to "Shall be set back 30 feet from the center line". With the disturbed site "uncontrolled discharge" has allowed unnatural drainages. These areas need to be rebuilt with controls.</li> </ul> <p>All other parts of 19.10 to remain</p> <p>Staff requests that the applicant work with the City on the hillside requirements and return to the City Council for approval of those standards. The applicant has the option to maintain their request for broad exceptions which staff does not support, to narrow their request and add standards to the proposed exceptions in line with what has been approved for other hillside communities within the City, or to work with staff on the future hillside ordinance and apply that ordinance to this community. Additionally, the grading permit should not be issued until the hillside exceptions are approved by the City Council.</p>



# COMMUNITY PLAN AMENDMENT

October 18, 2017

**UPDATED**

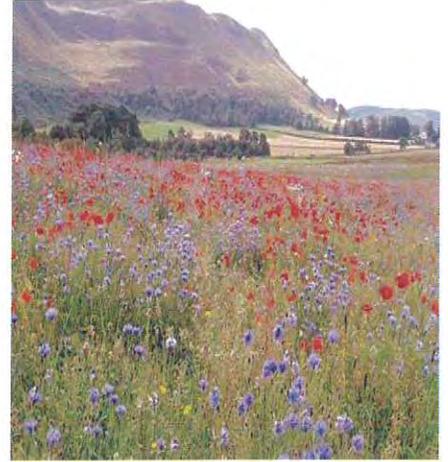


**WILDFLOWER**

AT SARATOGA SPRINGS

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A **DAI** Community



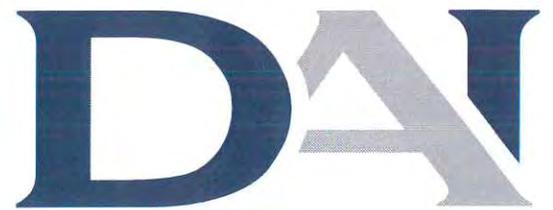
# WILDFLOWER

AT SARATOGA SPRINGS

**UPDATED**

**COMMUNITY PLAN**

October 18, 2017



UTAH'S FOREMOST LAND DEVELOPER

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\* Updated July 13, 2017  
 † 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.**



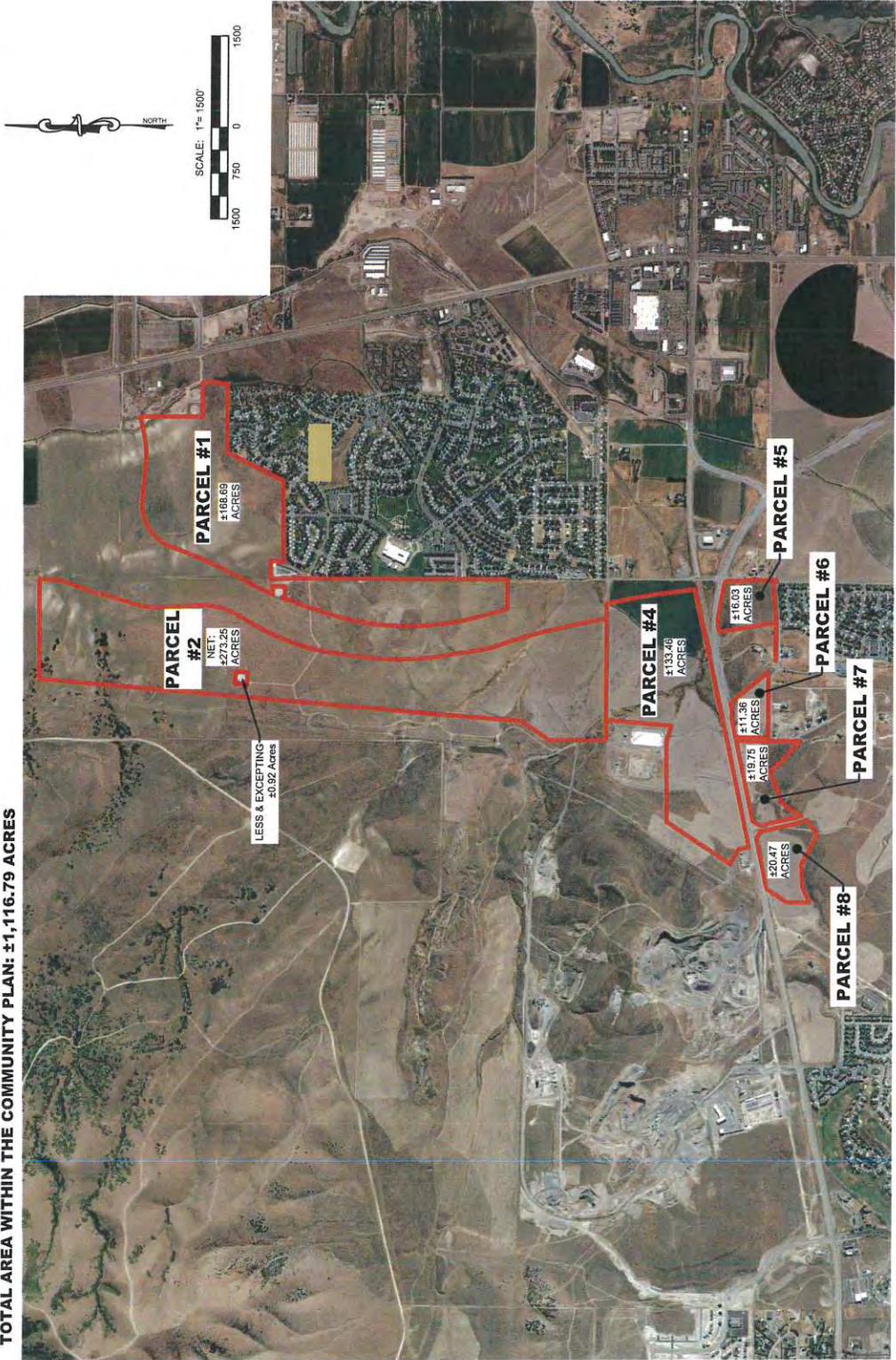
- Landscaping: The Wildflower Community Plan shall preserve and generally heighten the area's natural elements and enhance architectural features, the character of homes, buildings, streetscapes, trails and/or open space areas. The purpose is to preserve existing views as well as provide areas of intermittent 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

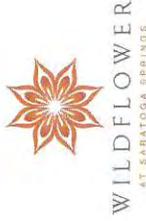


# EXHIBIT ONE: Project Location

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



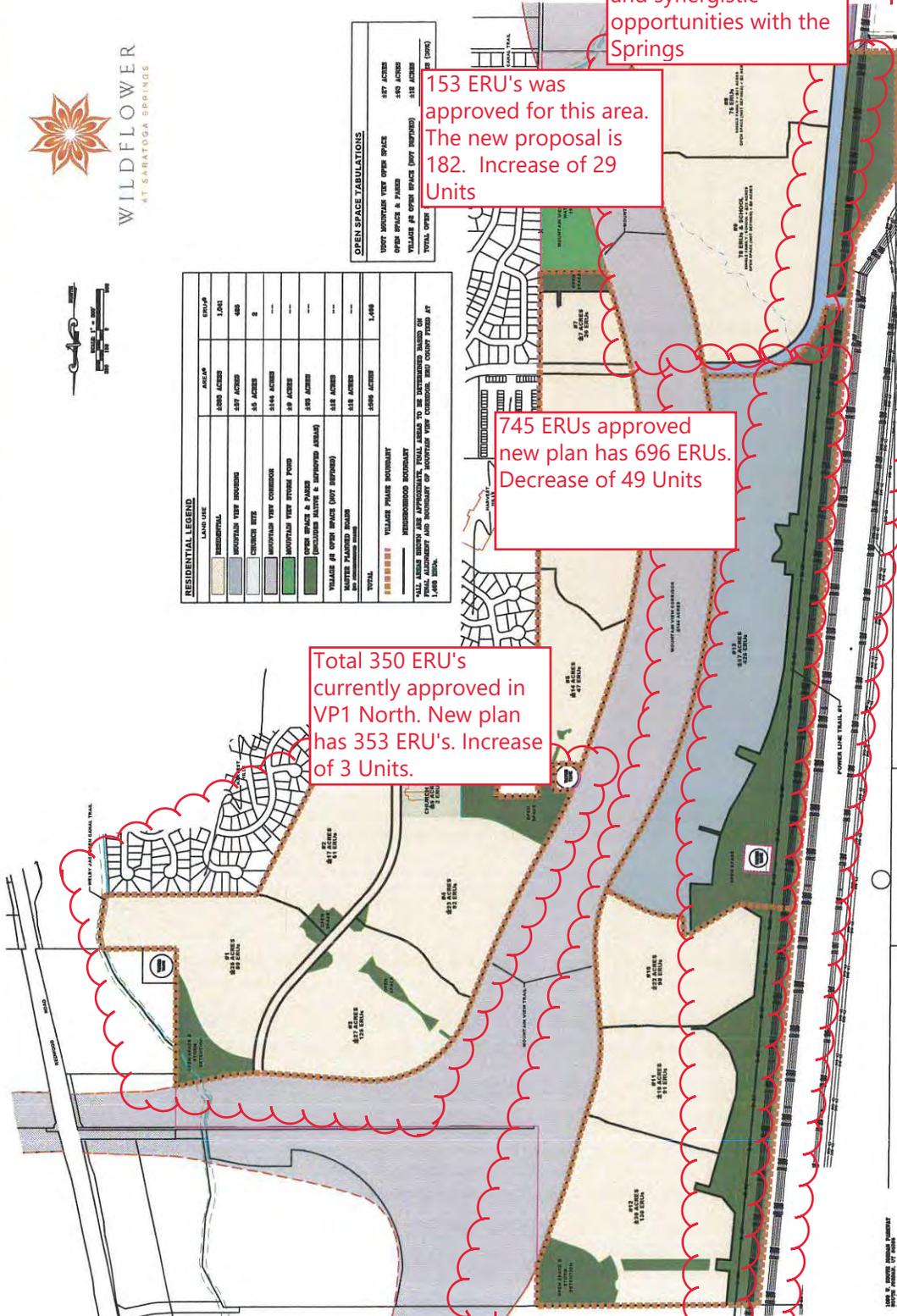
# EXHIBIT TWO: Land Use Master Plan



LAND USE	ACRES	ERU'S
RESIDENTIAL	1,241	1,241
RECREATION	480	480
COMMERCIAL	8	8
INDUSTRIAL	0	0
OPEN SPACE & PARKS	59	59
OPEN SPACE (DOT IMPROVED)	514	514
MAINTENANCE	0	0
TOTAL	2,302	2,302

OPEN SPACE TABULATIONS	ERU'S
100% MOUNTAIN VIEW OPEN SPACE	517
OPEN SPACE A PARKS	514
VILLAGE #8 OPEN SPACE (DOT IMPROVED)	514
TOTAL OPEN SPACE	1,545



Total 350 ERU's currently approved in VP1 North. New plan has 353 ERU's. Increase of 3 Units.

745 ERUs approved new plan has 696 ERUs. Decrease of 49 Units

153 ERU's was approved for this area. The new proposal is 182. Increase of 29 Units

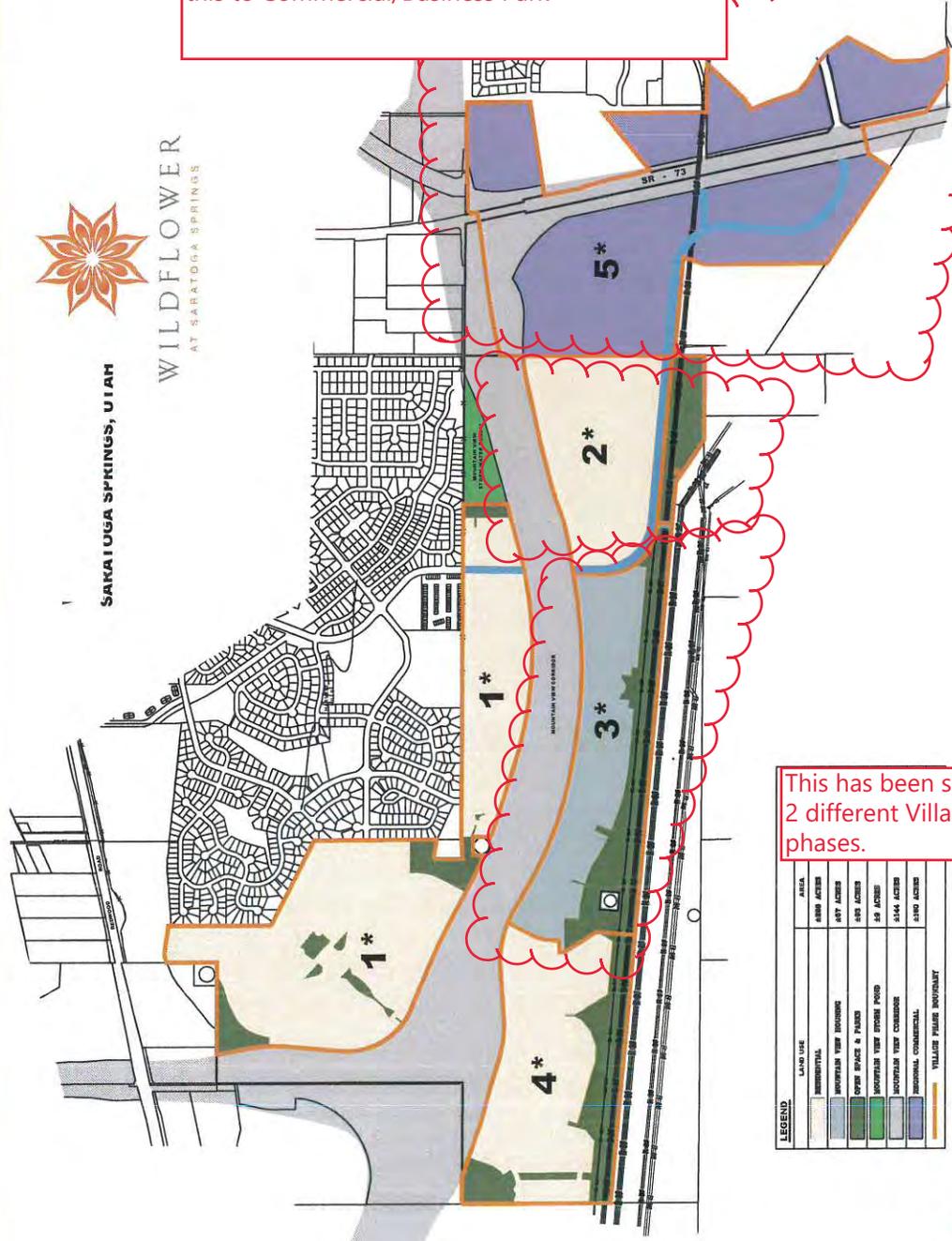
This open space has been redesigned due to additional topographic issues, further engineering and synergistic opportunities with the Springs

# 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
MEDIUM DENSITY RESIDENTIAL	897 ACRES
OPEN SPACE & PARKS	495 ACRES
MEDIUM DENSITY RESIDENTIAL	59 ACRES
MEDIUM DENSITY RESIDENTIAL	5144 ACRES
MEDIUM DENSITY RESIDENTIAL	4970 ACRES
VILLAGE PLAZA DEVELOPMENT	

\* PHASES MAY BE CONSTRUCTED OUT OF ORDER.  
\*\* IN PHASES INDICATED, SUBJECT TO THE CITY'S REVIEW OF THIS PLAN



## 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:  $\pm 168.69$  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°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

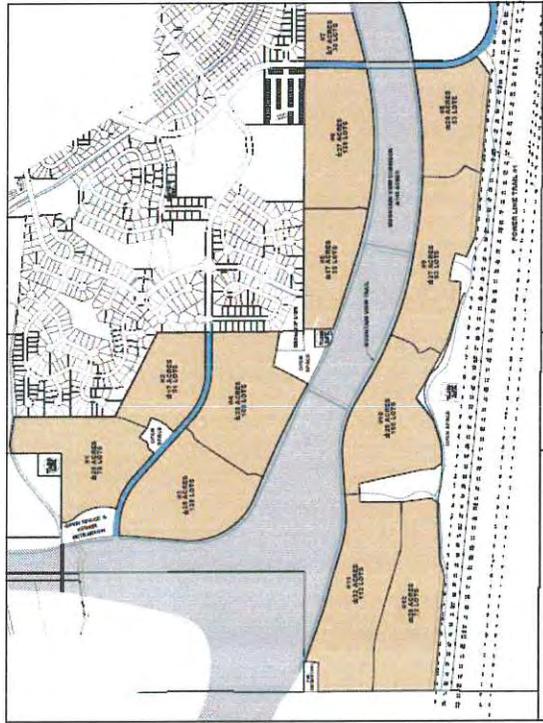
We consolidated these neighborhoods into housing types and added more detail.

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.

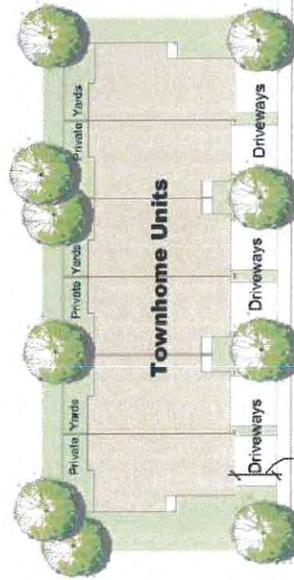
Parking: Off street guest parking shall be provide for any product with less than a 20' driveway at a rate of 0.25 spaces per unit. 2.25 parking space required per unit.



# Mountain View Housing Townhomes

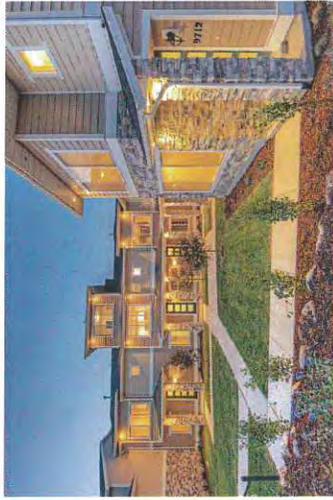
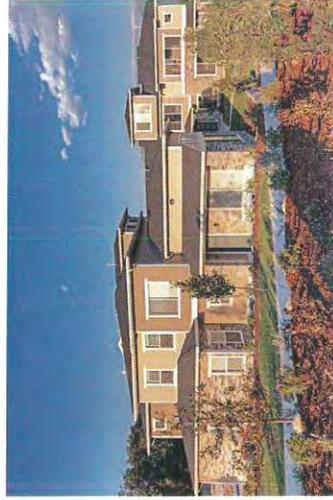


Courtyard Townhomes

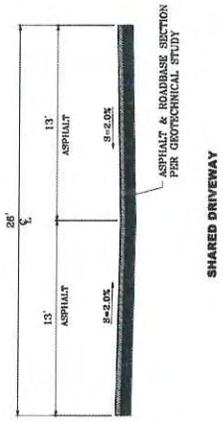
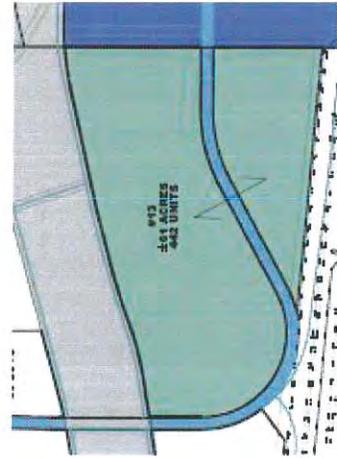


\*Minimum 20' driveway from back of any sidewalk, public or private  
20' driveways required on front loaded products only.

Traditional Front Loading Townhomes



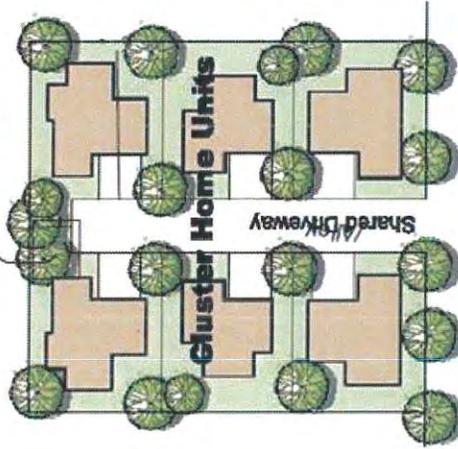
# Mountain View Housing Cluster



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

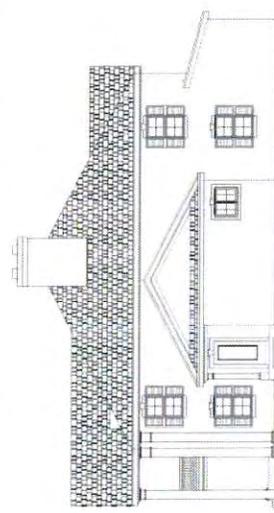
3 plex

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



We have upgraded our open space plans and added more details.

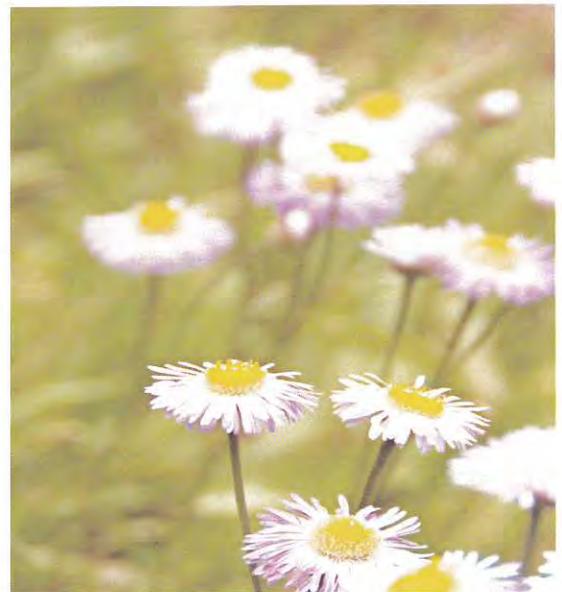
## Landscape Philosophy

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

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
<b>Total Village 1</b>	<b>571</b>	<b>40.35</b>	<b>\$0</b>	<b>\$2,071,804</b>	<b>\$1,142,000</b>	<b>-\$929,804</b>
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
<b>Total Future Village Plans</b>	<b>897</b>	<b>71.31</b>	<b>\$1,794,000</b>	<b>\$1,794,000</b>	<b>\$1,794,000</b>	<b>\$0</b>

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
<b>Total UDOT</b>	<b>0</b>	<b>26.88</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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
<b>Total Village Plan Area 1</b>	<b>1,468</b>	<b>133</b>	<b>\$2,936,000</b>	<b>\$2,936,000</b>	<b>\$2,936,000</b>	<b>\$0</b>

Total Open Space Required Per Community Plan

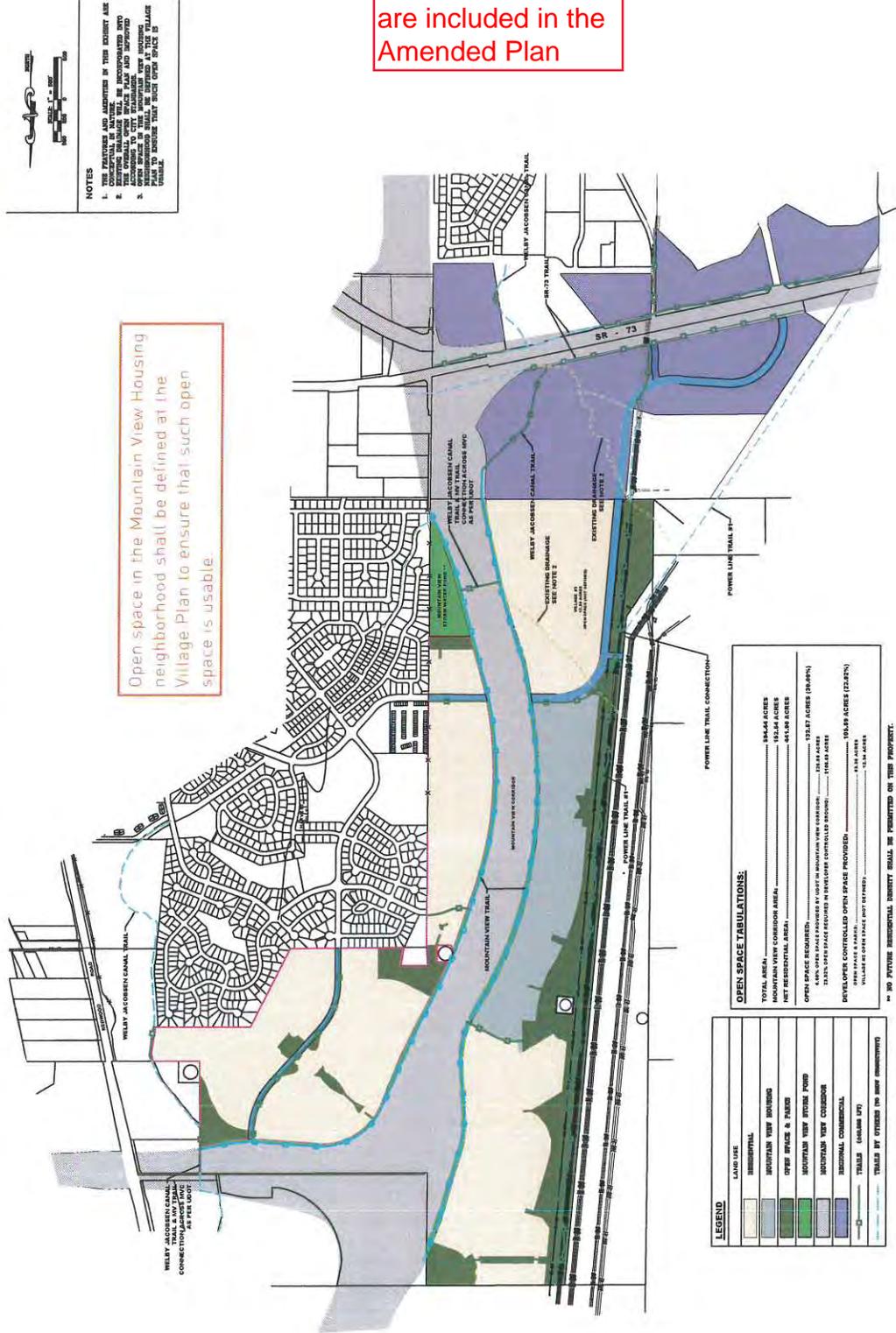
	Units	Acres of Open Space	% of Total Ground
Wildflower Owned Village Plan Area 1 plus Future Village Plans	1,468	105.69	23.92%
UDOT	0	26.88	6.08%
<b>Total Village Plan Area 1</b>	<b>1,468</b>	<b>132.57</b>	<b>30%</b>

We have provided a more detailed opens space management plan

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

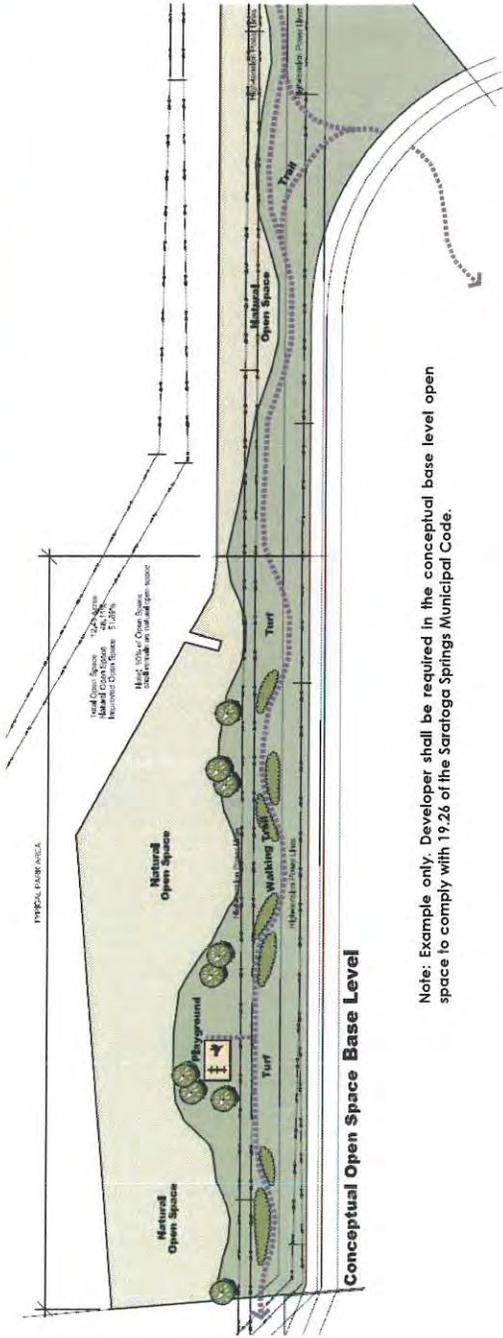


Open space in the Mountain View Housing Village shall be defined at the Village Plan to ensure that such open space is usable

Updated exhibits are included in the Amended Plan

# EXHIBIT FIVE: Open Space and Primary Trails

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



Note: Example only. Developer shall be required in the conceptual base level open space to comply with 19.26 of the Saratoga Springs Municipal Code.



### Conceptual Community Park Amenities

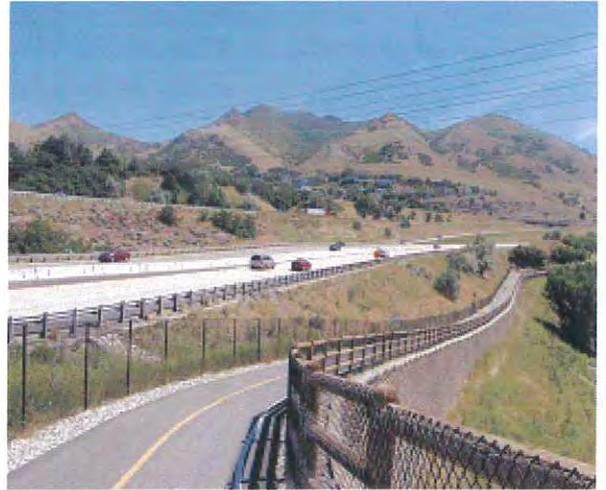
- Play Fields
- Picnic Pavilion
- Walking Trails
- Playground
- Parking Area
- Plank Area
- Benches
- Trash receptacle

Note: The features and amenities in this exhibit are conceptual in nature and are subject to City Participation.

## 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

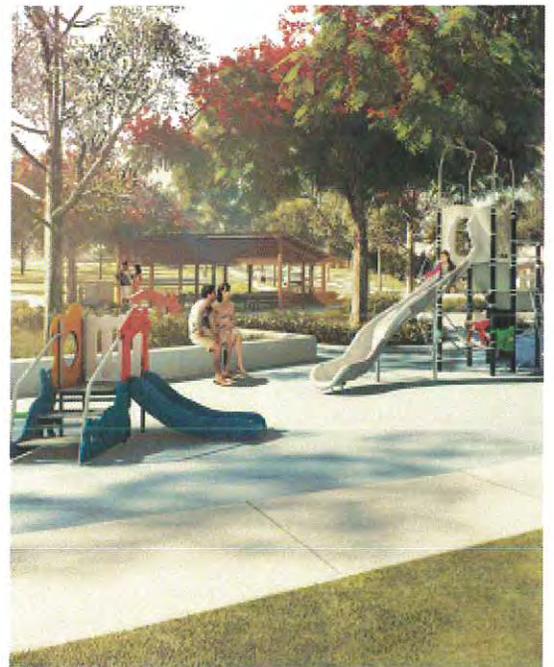


### Pocket Park

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

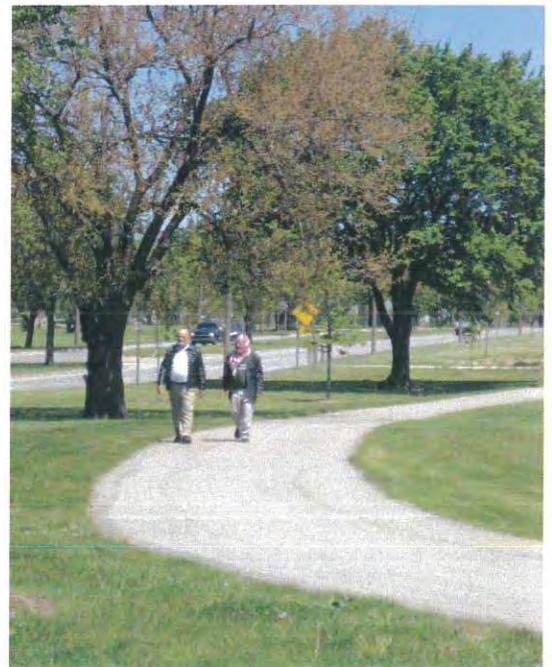


### Greenway

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

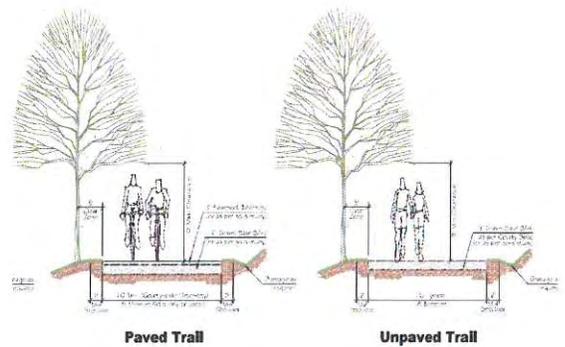


## Connector Trail

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

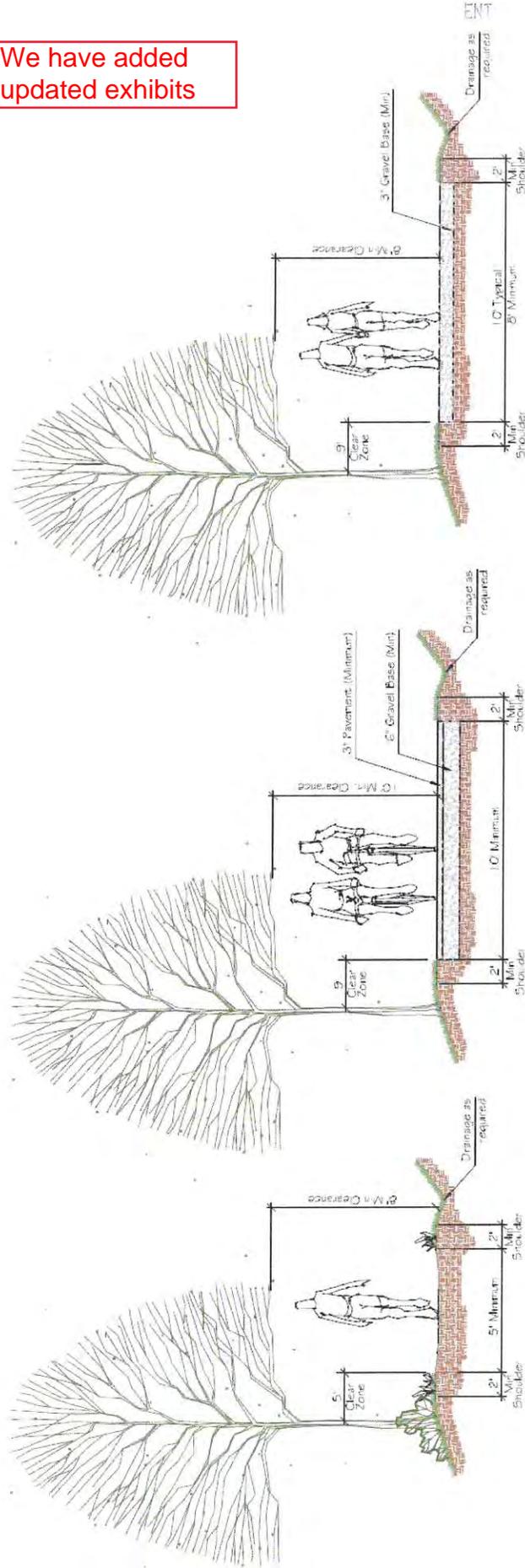
Service: Varies



# 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



**Unpaved Trail**

**Paved Trail**

**Walking Trail**

# 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.

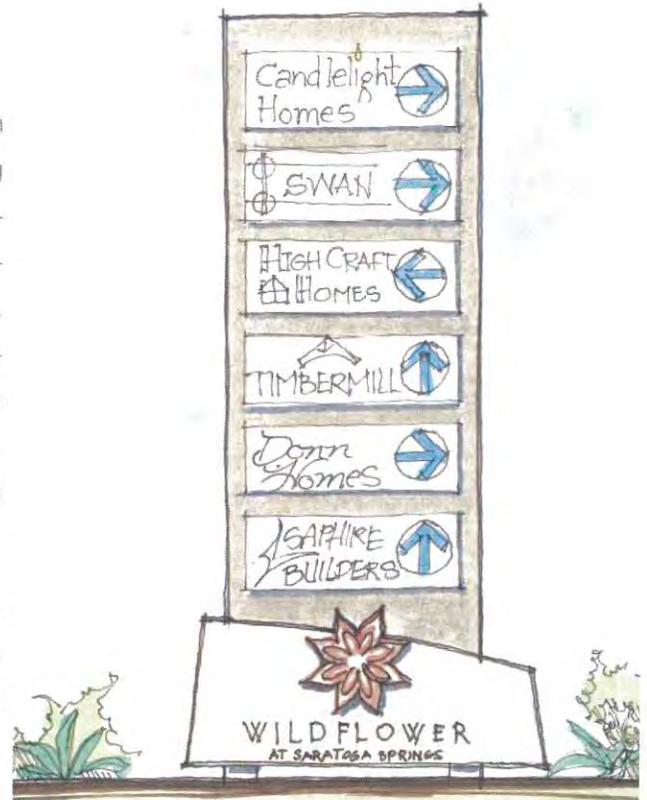
The following principals can be achieved by inserting landmarks that can be used to provide orientation cues and memorable locations, creating regions of differing visual character, providing signs at decision points to help wayfinding decisions and using sight lines to show what's ahead.

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:

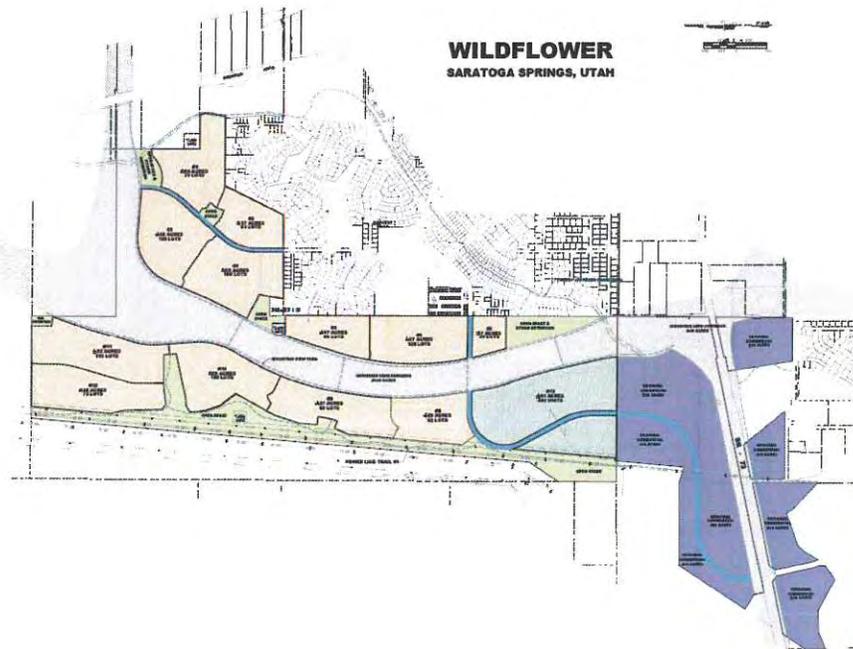
- 30% North
- 40% East (via 2100 North)
- 20% South
- 10% west



# 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 95<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> percentile queues at the 2100 North (SR-85) / Redwood Road (SR-68) intersection are anticipated to be over ¼ mile in all directions. The 95<sup>th</sup> 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 95<sup>th</sup> 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.

TABLE ES-1 P.M. Peak Hour Saratoga Springs - Wildflower TIS						
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) <sup>1</sup>					
2100 North (SR-85) / Redwood Road (SR-68) <sup>2</sup>	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 <sup>3</sup>	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.





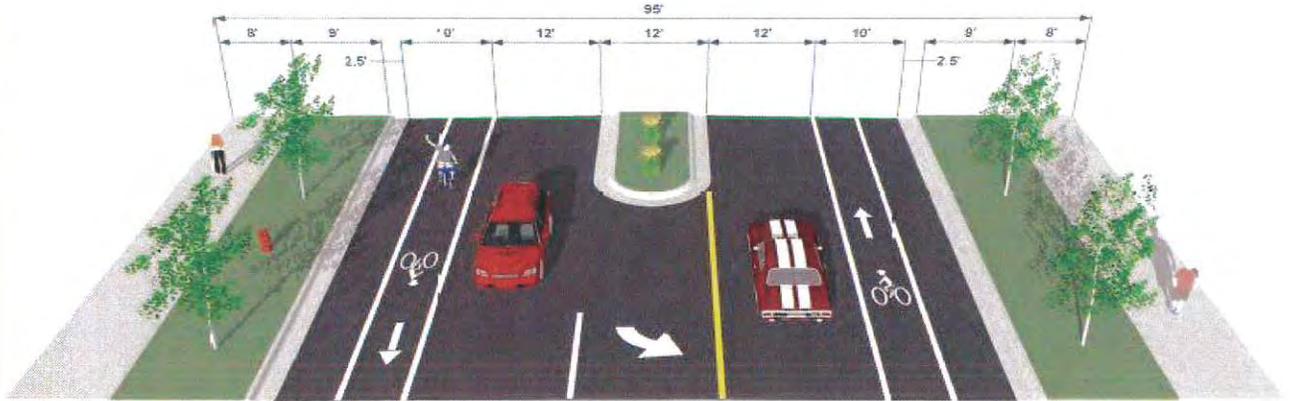
**HALES ENGINEERING**  
innovative transportation solutions

- 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.

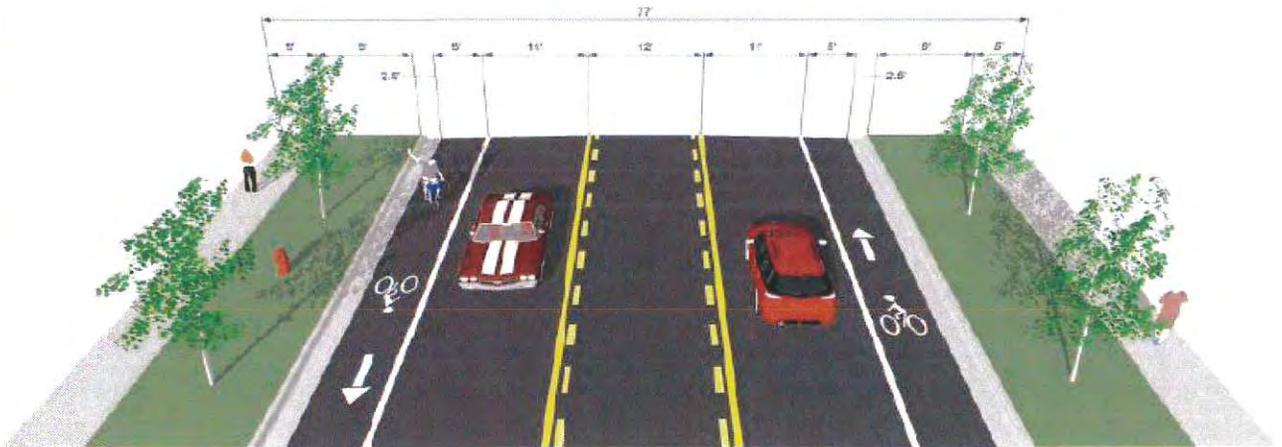


# EXHIBIT EIGHT: City Standard Road Cross Sections

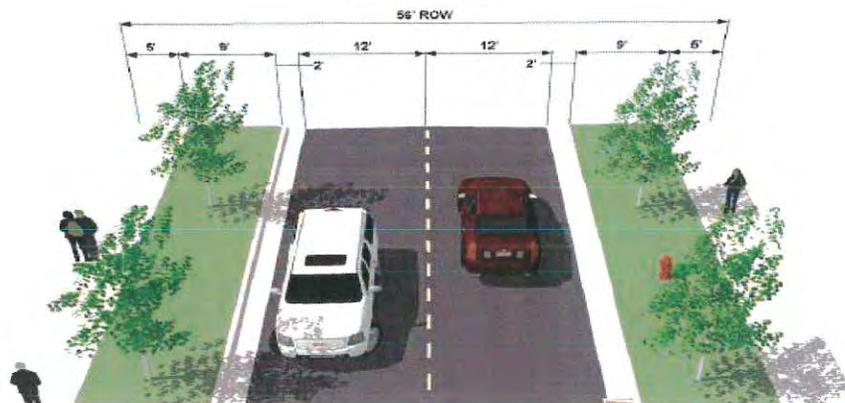
## 3-Lane Minor Arterial



## 3-Lane Collector

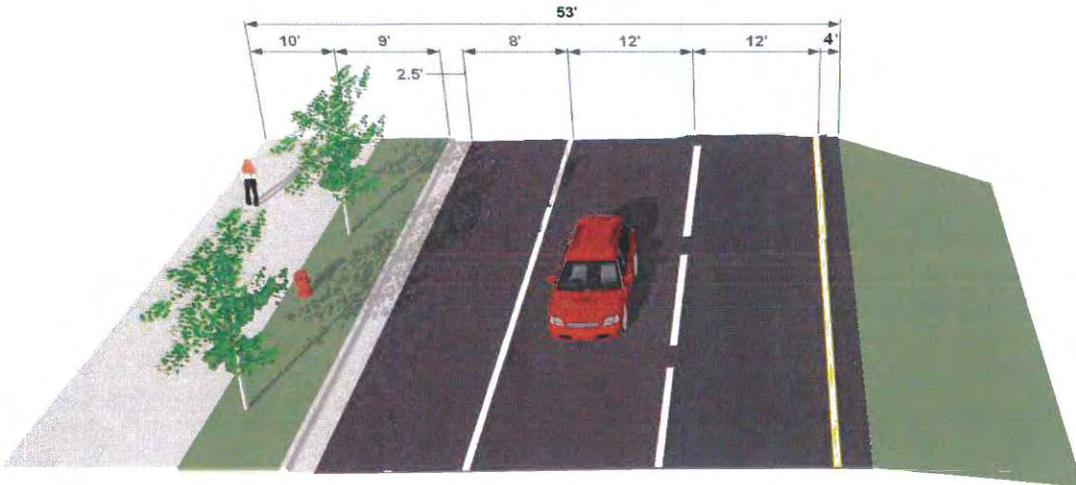


## Local Street

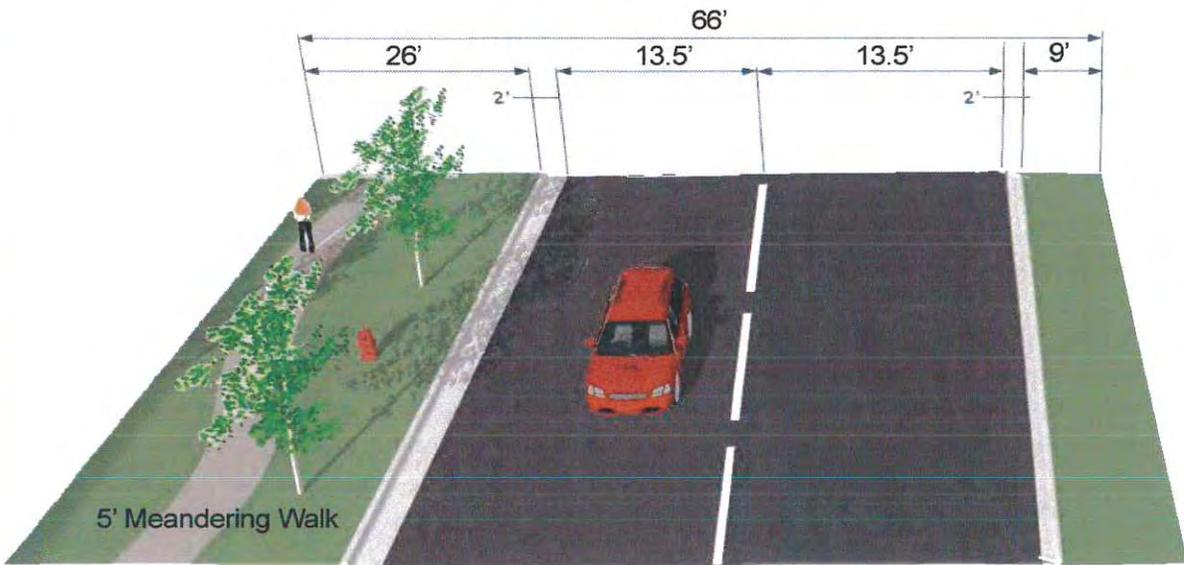


# EXHIBIT NINE: Non-Standard City Cross Sections

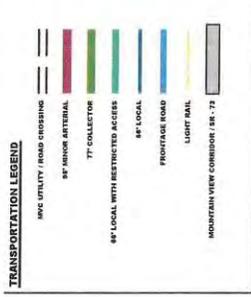
## Frontage Road



## 66' Cross Section



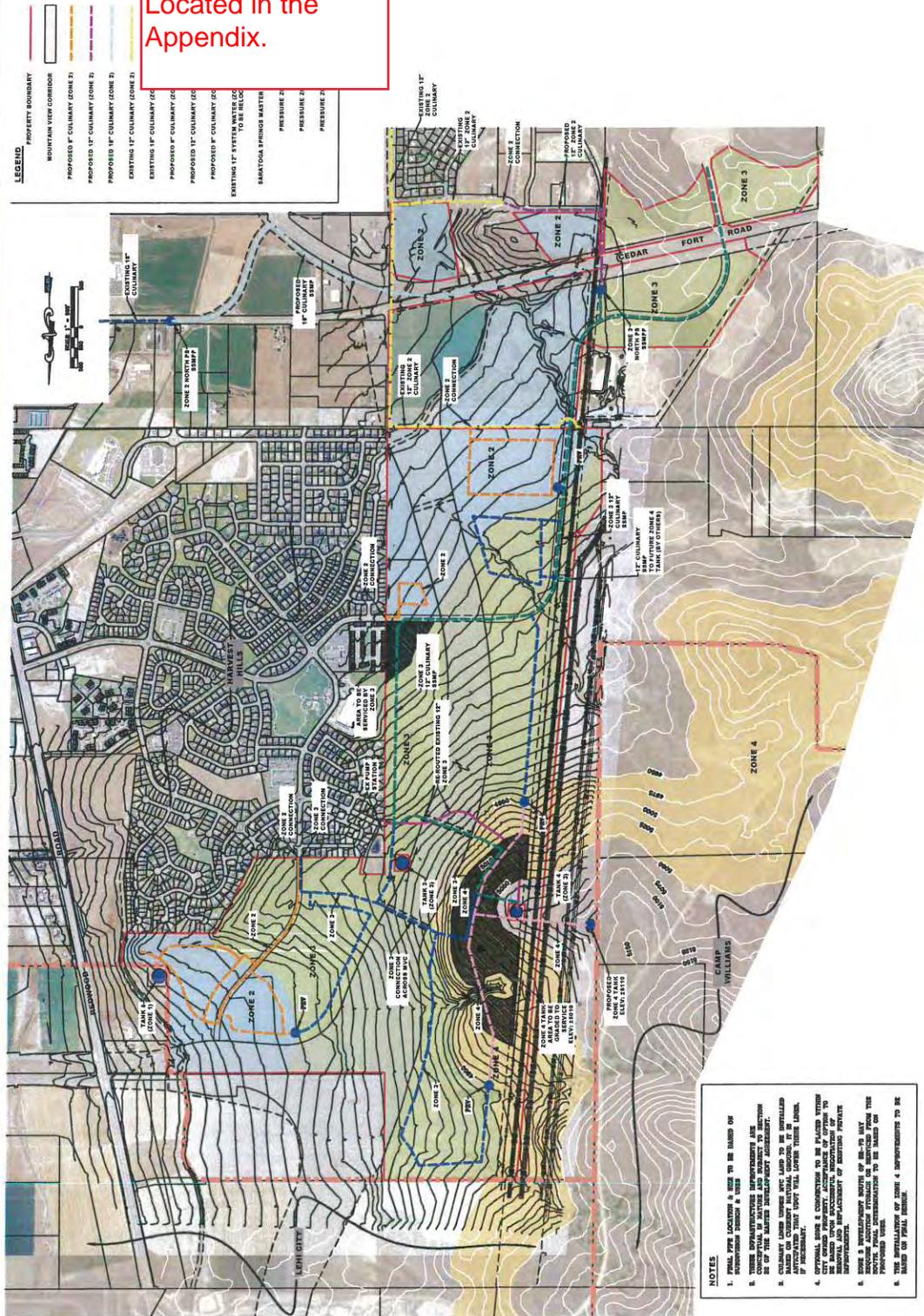
# EXHIBIT TEN: System Roadways



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

# EXHIBIT ELEVEN: Culinary Water

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



- NOTES**
1. FINAL PIPE LOCATIONS & SIZES TO BE BASED ON HYDROLOGICAL DESIGN & TESTS.
  2. CONDUIT SHALL BE INSTALLED AND PROTECTED AS PER THE WATER SUPPLY AGENCY.
  3. CONDUIT & LINES SHOWN ARE TO BE INSTALLED AND PROTECTED AS PER THE WATER SUPPLY AGENCY. APPROVED THIS DATE WITH LATER TITLE LANS.
  4. SPECIAL NOTES & COMMENTS TO BE PLACED WITHIN CITY ENGINEERING. ACCEPTANCE OF DESIGN TO BE BASED ON THE CITY ENGINEERING DEPARTMENT. SPECIAL AND REPLACEMENT OF EXISTING PRIVATE DEPARTMENT.
  5. SPECIAL AND REPLACEMENT TO BE BASED ON PROPOSED DESIGN.
  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
<b>Zone 2 Subtotal</b>	<b>679</b>		<b>377</b>		<b>271,600</b>
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
<b>Zone 3 Subtotal</b>	<b>1,109</b>		<b>616</b>		<b>443,600</b>
Available Capacity			3,121		760,000
<b>Overall Total</b>	<b>1,788</b>		<b>993</b>		<b>715,200</b>

**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
<b>Zone 2 Subtotal</b>	<b>679</b>		<b>815</b>		<b>1,001,525</b>
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
<b>Zone 3 Subtotal</b>	<b>1,109</b>		<b>1,331</b>		<b>1,635,775</b>
Available Capacity			See Note		See Note
<b>Overall Total</b>	<b>1,788</b>		<b>2,146</b>		<b>2,637,300</b>

**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

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**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

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**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.

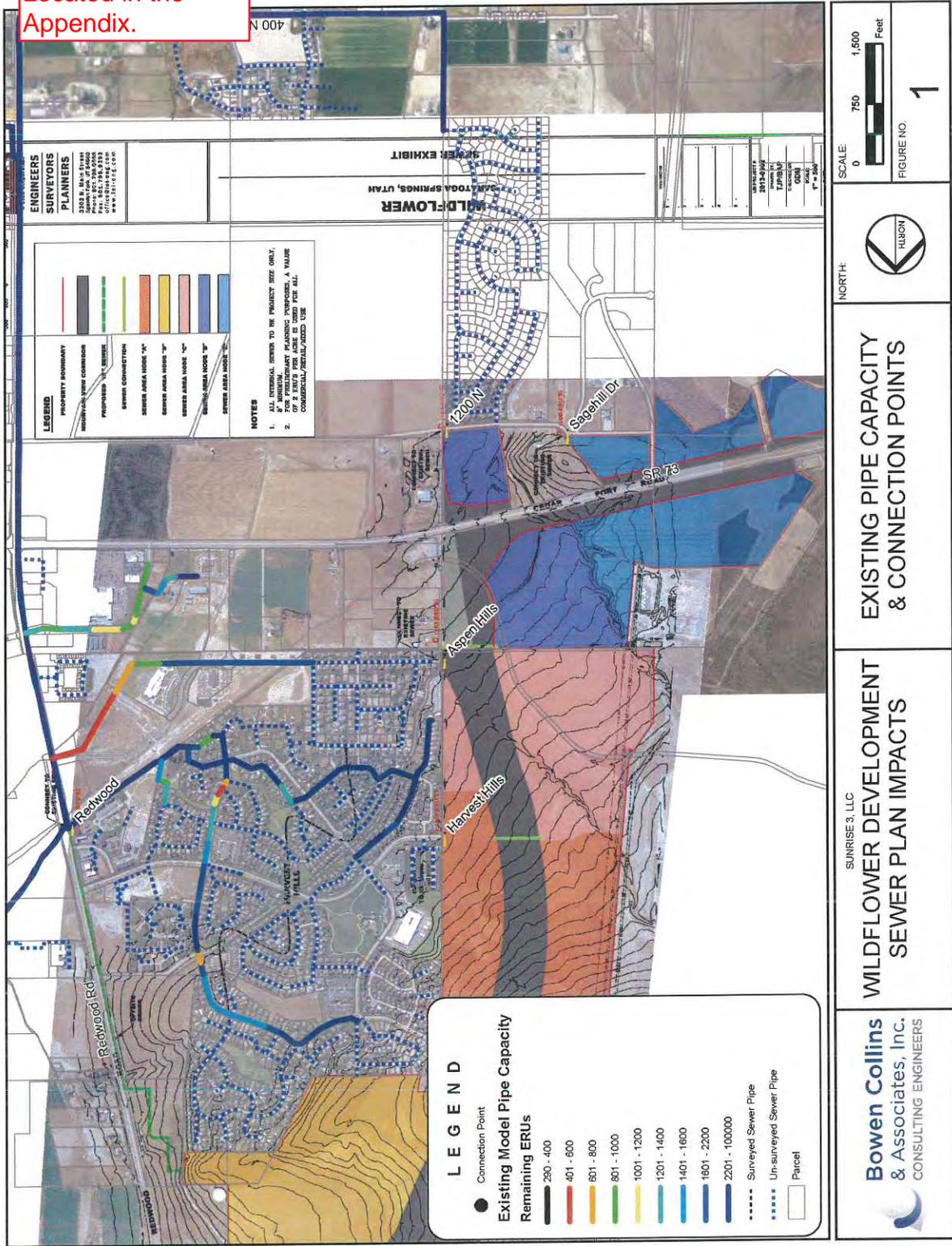
However, the Aspen Hills Blvd and Harvest Hills Blvd lines will not be capable of accommodating all of the proposed ERUs in areas west of the Wildflower Development that are part of the City's buildout annexation boundary. Areas west of the Wildflower Development that may annex into Saratoga Springs 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



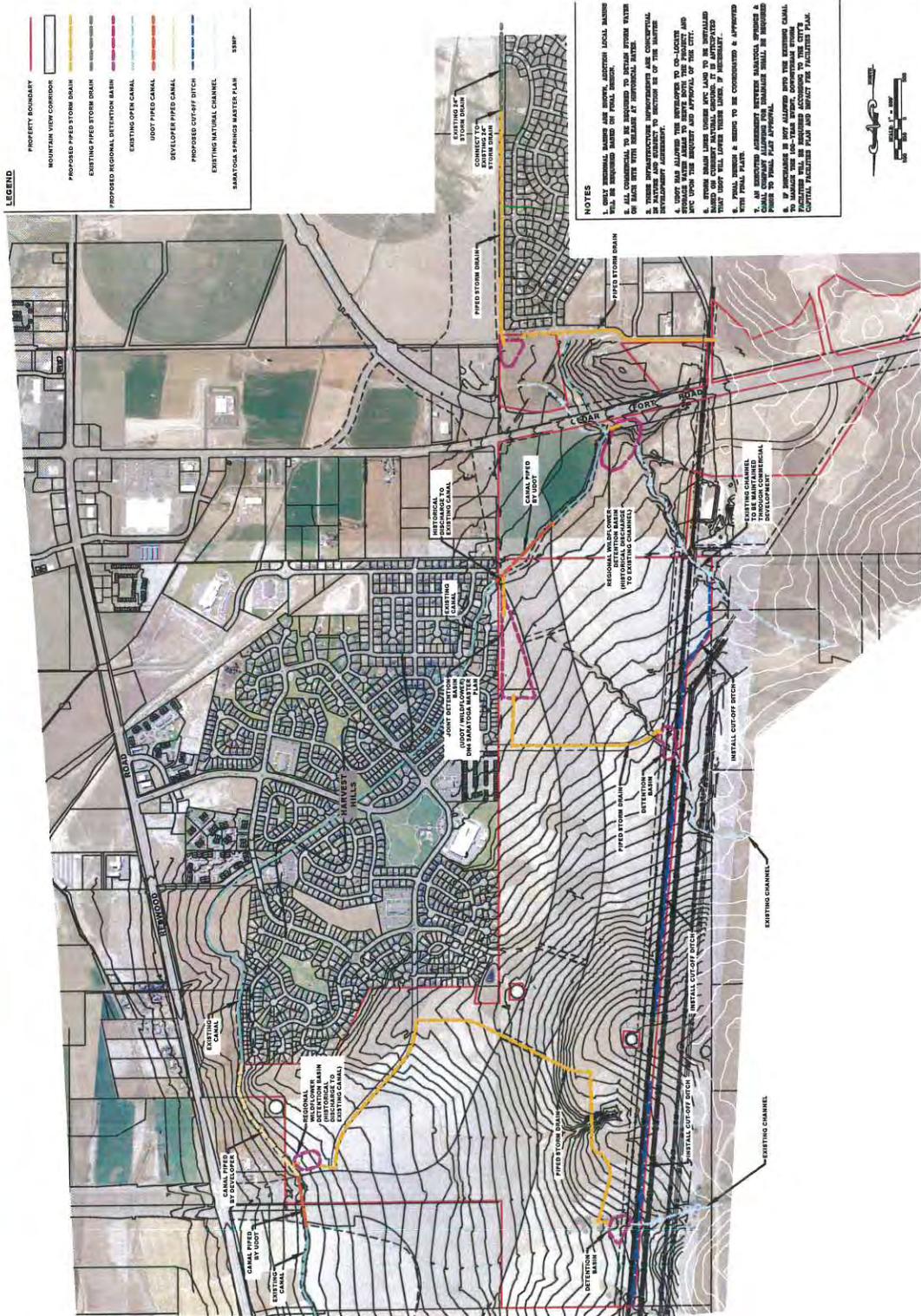
Updated exhibits are included in the Amended Plan. Located in the Appendix.

# 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

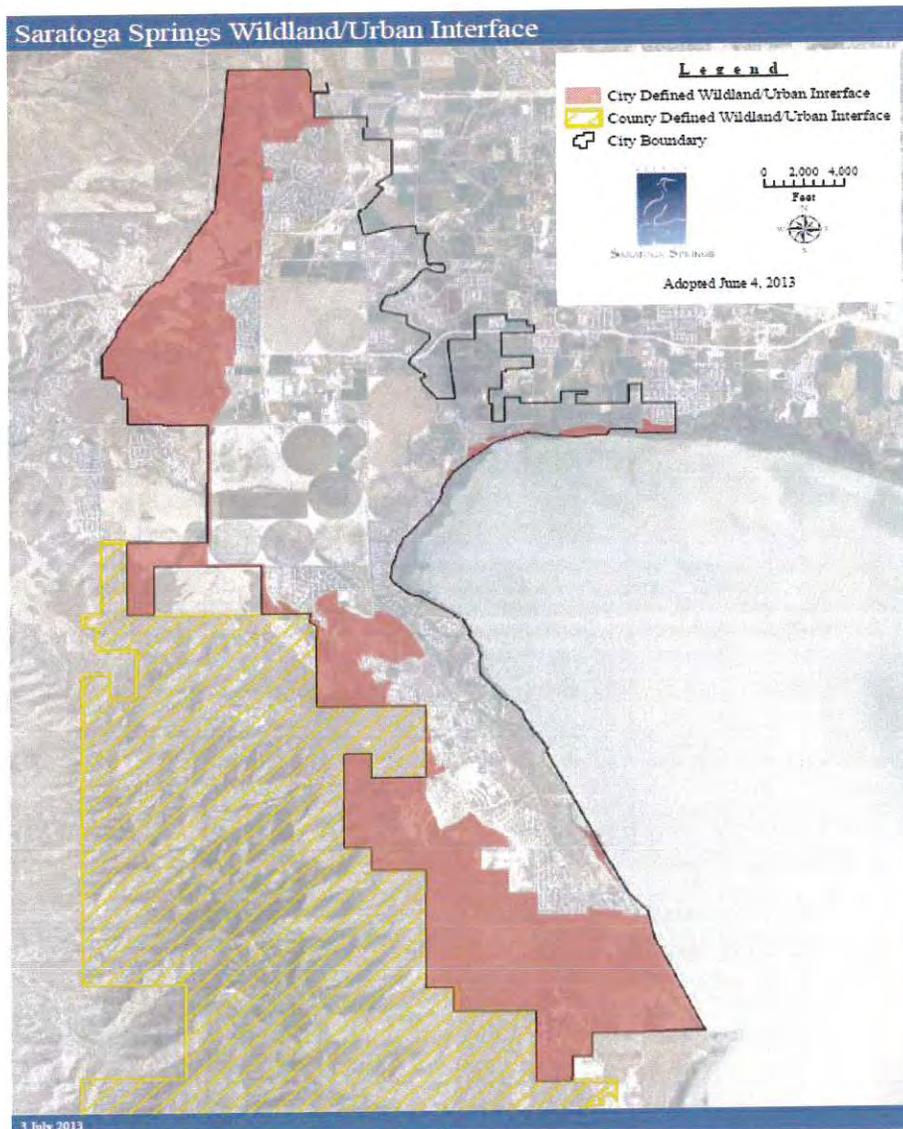
- 1 Wildflower is a proposed 184 acre development located west of Redwood Road approximately 1.5 miles north of highway 73 (Lehi Main Street/Cedar Fort Road) in Saratoga Springs Utah. The project area is located on the northern and western borders of the Harvest Hills subdivision and consists of a northern 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 17<sup>th</sup> 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](mailto:wthomas@herriman.org)

With a copy to:

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

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### 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

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**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			
<b>TOTALS</b>		<b>109.57 Acres</b>		<b>23%</b>	

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%
		<b>333.05</b>		<b>1770</b>	<b>100.0%</b>

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:**

<b>TOTAL AREA</b>	<b>1201.71 ACRES</b>
MOUNTAIN VIEW CORRIDOR AREA	168.04 ACRES
COMMERCIAL AREA	142.18 ACRES
<b>NET RESIDENTIAL AREA*</b>	<b>891.49 ACRES</b>

<b>TOTAL OPEN SPACE REQUIRED (30%)</b>	<b>267.45 ACRES</b>
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
<b>TOTAL OPEN SPACE PROVIDED (34.6%)</b>	<b>308.02 ACRES</b>

\*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**

<b><u>OPEN SPACE TABULATIONS:</u></b>	
<b>TOTAL AREA:</b> .....	<b>594.44 ACRES</b>
<b>MOUNTAIN VIEW CORRIDOR AREA:</b> .....	<b>152.54 ACRES</b>
<b>NET RESIDENTIAL AREA:</b> .....	<b>441.90 ACRES</b>
<hr/>	
<b>OPEN SPACE REQUIRED:</b> .....	<b>132.57 ACRES (30.00%)</b>
6.00% OPEN SPACE PROVIDED BY UDOT IN MOUNTAIN VIEW CORRIDOR: .....	126.88 ACRES
23.92% OPEN SPACE REQUIRED IN DEVELOPER CONTROLLED GROUND: .....	105.69 ACRES
<hr/>	
<b>DEVELOPER CONTROLLED OPEN SPACE PROVIDED:</b> .....	<b>105.69 ACRES (23.92%)</b>
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

























**ORDINANCE NO. 20-12 (4-14-20)**

**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 April 14, 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 14<sup>th</sup> day of April, 2020.

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

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

**VOTE**

Chris Carn	_____
Michael McOmber	_____
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**



## City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Golf Course Sewer Replacement – Project S2.2b

Date: April 14, 2020

Type of Item: Approval of Contract

Description: Award of Contract for Sewer Project S2.2B

---

### A. Topic:

This item is for the approval of a contract for the installation of an new sewer main along and through the Talons Cove Golf Course as part of the 2019 Gravity Sewer Improvements.

### B. Background:

As part of the City's 2019 Gravity Sewer System Improvements, there is a segment of sewer main that runs through the south end of the Saratoga Springs Development (SSD) and the golf course that needs to be upsized to provide the necessary capacity for growth in the south part of the City. The City's engineering consultant, CRS Engineers, prepared construction drawings and project specifications for this project for the installation of a new gravity sewer main. Bid documents were posted to Sciqwest on March 24, and opened March 31, 2020. This was the second time the project was bid and therefore only a 1 week advertising date was required. This project was initially bid in February but anomalies in the initial results required the City to reject all bids and rebid the project.

### C. Analysis:

Contractors were pre-qualified and the prequalification was approved the Council on June 4<sup>th</sup>, 2019. 3 bids were received ranging from approximately \$2.4 Million to \$4.2 Million. The low bidder was Newman Construction in the amount of \$2,412,200.

### D. Fiscal Impact:

The funding for this sewer project has been appropriated by the City Council with the approval of FY2019 budget within fund 53-4000-795. The current budget in this GL is only \$1,508,506. A budget amendment will be brought to the City Council in May to increase funding to cover the approved contract amount. This project will be funded by the Sewer Bond issued by the City in 2018.

### E. Recommendation

Staff recommends the City Council approve ~~Resolution R20xx-182020~~ [Resolution R20xx-182020 \(4-14-20\)](#) awarding the contract for the Golf Course Sewer Upsize Project to Newman Construction in the amount of \$2,412,200.



4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123  
o. 801.359.5565. f. 801.359.4272. crsengineers.com

---

March 31, 2020

Jeremy Lapin  
City of Saratoga Springs, Public Works Director  
General Manager  
1307 N Commerce Dr. #200  
Saratoga Springs, UT 84045

Re: Golf Course Sewer Improvements Recommendation of Award

Dear Jeremy,

Bids for the Golf Course Sewer Improvements Project were received electronically at 2:00 PM, today, March 31, 2020 and opened and publicly read aloud. Five bidders were invited, but only three bids were received as summarized below.

	Base Bid
Condie Construction	\$ 3,153,886.50
Newman Construction	\$ 2,412,200.00
Noland and Sons	\$ 4,163,900.00

We have evaluated the bids and found them to be complete and accurate based on the unit prices provided.

Based on the evaluation, we recommend that the project be awarded to Newman Construction for a total of **\$2,412,200.00**.

If you have any questions on the bids please call me at (801) 359-5565.

Sincerely,

**CRS Engineers**

Mark Chandler, PE, PG, CFM  
Associate

Mark Chandler, PE, PG, CFM  
Associate

---

c. 801.556.1765  
mark.chandler@crsengineers.com

**DOCUMENT 00 51 00**  
**Notice of Award**

Date: 3-31-2020

Project: City of Saratoga Springs – Golf Course Sewer Replacement Project

Owner: City of Saratoga Springs

Owner's Contract No.:

Contract:

Engineer's Project No.:17139

Bidder: Newman Construction

Bidder's Address: 13331 South Redwood Road

Riverton, UT 84065

You are notified that your Bid dated 3-31-2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$2,412,200.00

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Saratoga Springs  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

**RESOLUTION NO. R20-18 (4/14/20)**

**A RESOLUTION APPROVING A CONTRACT WITH NEWMAN  
CONSTRUCTION FOR THE GOLF COURSE SEWER REPLACEMENT  
PROJECT**

**WHEREAS**, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the Golf Course Sewer Replacement Project; and

**WHEREAS**, the City advertised a bid document on SciQuest and in a public newspaper for the Golf Course Sewer Replacement Project in order to acquire services from qualified contractors; and

**WHEREAS**, the City's engineering consultant, CRS Engineers, provided an analysis of all quotations to determine the lowest responsible contractor, which was determined to be Newman Construction for a contract amount of \$2,412,200; and

**WHEREAS**, the City Council has determined that awarding the project to the lowest responsible contractor 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 Golf Course Sewer Replacement Project is awarded to in the amount of \$2,412,200 and the City Manager is authorized to enter into the contract with Newman Construction. This resolution shall take effect immediately upon passage.

PASSED on the 14th of April, 2020.

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

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

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



4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123  
o. 801.359.5565. f. 801.359.4272. crsengineers.com

---

March 31, 2020

Jeremy Lapin  
City of Saratoga Springs, Public Works Director  
General Manager  
1307 N Commerce Dr. #200  
Saratoga Springs, UT 84045

Re: Golf Course Sewer Improvements Recommendation of Award

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We have evaluated the bids and found them to be complete and accurate based on the unit prices provided.

Based on the evaluation, we recommend that the project be awarded to Newman Construction for a total of **\$2,412,200.00**.

If you have any questions on the bids please call me at (801) 359-5565.

Sincerely,

**CRS Engineers**

Mark Chandler, PE, PG, CFM  
Associate

Mark Chandler, PE, PG, CFM  
Associate

---

c. 801.556.1765  
mark.chandler@crsengineers.com

**DOCUMENT 00 51 00**  
**Notice of Award**

Date: 3-31-2020

Project: City of Saratoga Springs – Golf Course Sewer Replacement Project

Owner: City of Saratoga Springs

Owner's Contract No.:

Contract:

Engineer's Project No.:17139

Bidder: Newman Construction

Bidder's Address: 13331 South Redwood Road

Riverton, UT 84065

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2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Saratoga Springs  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer



---

**Code Amendment**  
**Sections 19.16.03.02**  
**April 14, 2020**  
**Public Hearing**

Report Date: April 7, 2020  
Applicant: City Initiated  
Previous Meeting: None  
Land Use Authority: City Council  
Author: David Stroud, AICP, Planning Director

---

**A. Executive Summary:**

Proposed amendment to change the existing standard that regulates when loading bay doors are prohibited or permitted when adjacent to a public right-of-way,

**RECOMMENDATION:**

**The Planning Commission recommends the City Council conduct a public meeting, discuss the proposed amendments, and approve the proposed ordinance amendment.** The City Council has the options of approval, continuation, or denial. Section G of this staff report provides the motion options.

**B. Specific Request:**

The proposed amendment comes about after reviewing concept plans for the 2250 North Redwood Road zone change in conjunction with the adjacent concept plan to the immediate north on the Boyd Brown property. The City Council approved the rezone of the 2250 North Redwood Road property on March 17, 2020. The concept plan (non-binding) currently shows a private road through the 2250 North development because at the time of application and currently, loading bay doors cannot be adjacent to a public road.

After reviewing the concept plan to the north, it makes sense to carry the road all the way to Hardman Way in Lehi as a public road. Stagecoach Drive is currently stubbed at the south end of the 2250 North property. From this point, as plans in the City now show, the road segment would be public (current Stagecoach drive) to private (2250 North) to private (Boyd Brown) then to public Hardman Way. Because of the connectivity from the public Redwood Road via Harvest Hills Blvd/Stagecoach Drive to public Hardman Way in Lehi and the amount of traffic this road will handle, a public ROW is the best option. The developer of 2250 North Redwood Road would also prefer a public ROW as this relieves private maintenance duties of the road but also provides for a

wider asphalt width which will benefit trucks entering and leaving the proposed warehouse/flex buildings.

With that said, the current Code does not allow loading dock facilities to be adjacent to a public ROW. The proposed amendment would allow loading docks adjacent to a public right-of-way in one situation. If a lot has frontages on more than one public street, loading bay doors shall only face the lower classification of the two streets. The text amendment is as follows:

**19.16.03. Site Design Standards, General.**

The following standards are applicable to all new non-residential, two-family, three-family, and multi-family development:

**2. Parking areas.**

- a. 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. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one a public street, loading docks may face the lower classification of the two streets.
- b. 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.
- c. The use of shared parking with adjacent sites is encouraged as per the shared parking provision within Section 19.09 of the Land Development Code.
- d. 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.

**C. Process:**

Section 19.17.03 of the Code outlines the process and criteria for an amendment:

- a. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.

***Complies.** There is no application as this is City initiated and has been presented for a recommendation to the City Council.*
- b. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.

***Complies.** Please see Sections E and F of this report.*

- c. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.

**Complies.** *Please see Section D of this report.*

- d. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.

**Complies.** *Please see Section D of this report.*

**D. Community Review:**

This item was noticed in the Daily Herald as a Planning Commission public hearing. As of the date of this report, no public input has been received. The notice has also been posted in the City building, [www.saratogspringscity.com](http://www.saratogspringscity.com), and [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).

**E. General Plan:**

**Land Use Element – General Goals**

The General Plan has stated goals of responsible growth management, orderly and efficient development that is compatible with both the natural and built environment, establishment of a strong community identity in the City of Saratoga Springs, and implementation of ordinances and guidelines to assure quality of development.

**Staff conclusion: consistent.** *The proposed changes will still ensure quality of development, maintain community identity, ensure quality development through the maintenance of high standards, and require mitigation of impacts to existing/proposed development.*

**F. Code Criteria:**

**Code amendments are a legislative decision and grants the City Council significant discretion when considering changes to the Code.**

The criteria for an ordinance (Code) change are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria is not binding.

**19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment**

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;

**Consistent.** *See Section E of this report.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;

**Consistent.** *The amendments will not adversely affect the health and welfare of the general public.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

**Consistent.** *The stated purposes of the Code are found in section 19.01.04:*

1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
  - a. encourage and facilitate the orderly growth and expansion of the City;
  - b. secure economy in governmental expenditures;
  - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
  - d. enhance the economic well-being of the municipality and its inhabitants;
  - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
  - f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
  - g. stabilize and conserve property values;
  - h. encourage the development of an attractive and beautiful community; and
  - i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

**Consistent.** *The proposed amendment will provide a streamlined development review process both benefiting the City, developers, and the public.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

**Consistent.** *The amendments will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

**G. Planning Commission Recommendation:**

The Planning Commission recommends the City Council **approve** the proposed text change.

Motion: "Based upon the evidence and explanations received today, I move to **approve** the proposed text change to Section 19.16.03.02 with the findings and conditions in the staff report dated April 7, 2020:"

**Findings:**

1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections E and F of this report and incorporated herein by reference.

2. The amendments are consistent with Section 19.17.04.2 as outlined in Section F of this report and incorporated herein by reference.
3. The amendments are consistent with Section 19.17.04.3 as outlined in Section F of this report and incorporated herein by reference.
4. The amendments are consistent with Section 19.17.04.4 as outlined in Section F of this report, and incorporated herein by reference.

**Conditions:**

1. The amendment shall be edited as directed by the City Council:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

**Option 1 – Continuance**

Vote to **continue** all or some of the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision.

Motion: “I move to continue the amendments to Section 19.16.03.02 to the [DATE] City Council meeting with the following direction on additional information needed and/or changes to the draft:

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

**Option 2 – Denial**

Vote to deny or all or some of the proposed Code amendments.

Motion: “Based upon the evidence and explanations received today, I move to **deny** the proposed text changes to Section 19.16.03.02 with the Findings below:

**Findings**

1. The amendments do not comply with Section 19.17.04, sub paragraphs 1, 2, 3, and/or 4, as articulated by the Planning Commission:
2. \_\_\_\_\_
3. \_\_\_\_\_

**H. Exhibits**

1. Planning Commission minutes

## Exhibit 1 – Planning Commission Minutes (draft)

### PLANNING COMMISSION MEETING MINUTES - Draft

**Call to Order - 6:00 p.m.** by Chairman Troy Cunningham

**Present:** - Via video conferencing

Commission Members: Bryce Anderson, Audrey Barton, Troy Cunningham, Ken Kilgore, Reed Ryan, Josh Wagstaff.

Staff: Dave Stroud, Planning Director; Conrad Hafen, Assistant City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder; David Johnson, Economic Development Director.

Others: Jason Rickards, Ashley Hadfield, Jared Osmond, Mike Glauser

#### **1. Public Hearing: Code Amendments for Title 19.16, Site Design Standards, City initiated.**

Planning Director Dave Stroud presented the item, the proposed changes will amend the existing standard that regulates when loading bay doors are prohibited or permitted when adjacent to a public right-of-way.

He noted changes that had been made by staff after input had been received from developers and further discussion with staff; which is striking the phrase “and is not a corner lot,”

Public Hearing Opened by Chairman Troy Cunningham.

Jason Rickards of JDH Development LLC. Requested they remove the language referring to corner lots. He felt the original proposed language would exclude loading docks on warehouse buildings located on corner lots. The public hearing was closed by Chairman Troy Cunningham.

Commissioner Kilgore

- Received clarification from Staff that it was an exception only to that one subsection of code.
- He asked how staff felt about the suggested change from JDH. Planning Director Dave Stroud replied staff was ok with the change.

Commissioner Ryan

- Felt it was a good compromise on the change.

Commissioner Cunningham

- Wanted to make sure we weren't discouraging businesses with this. Staff advised it should be more accommodating.

**Motion made by Commissioner Barton that based upon the evidence and explanations received today, I move to forward a positive recommendation to the City Council for the proposed amendment to Title 19 with the findings and conditions in the staff report dated March 19, 2020, and as presented during the meeting. Seconded by Commissioner Anderson. Aye: Bryce Anderson, Audrey Barton, Troy Cunningham, Ken Kilgore, Reed Ryan, Josh Wagstaff. Motion passed 6 - 0.**

**ORDINANCE NO. 20-13 (4-14-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE**

**WHEREAS**, Title 19 of the City of Saratoga Springs Code, entitled “Land Development Code” was enacted on November 9, 1999 and has been amended from time to time; and

**WHEREAS**, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

**WHEREAS**, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

**WHEREAS**, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

**WHEREAS**, the City Council has conducted a public meeting to consider the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

**WHEREAS**, following the public meeting, and after receipt of all comment and input from the Planning Commission, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interests of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

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

**SECTION I – ENACTMENT**

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 14<sup>th</sup> day of April, 2020.

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

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

**VOTE**

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

## EXHIBIT A

### Title 19 Amendments

#### **19.16.03. Site Design Standards, General.**

The following standards are applicable to all new non-residential, two-family, three-family, and multi-family development:

##### **2. Parking areas.**

- a. 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. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one a public street, loading docks may face the lower classification of the two streets.
- b. 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.
- c. The use of shared parking with adjacent sites is encouraged as per the shared parking provision within Section 19.09 of the Land Development Code.
- d. 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.



## City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Update to Storm Water Regulations

Date: April 14, 2020

Type of Item: Code Amendment

Description: Updates to Title 18.06 – Storm Water Regulations

---

### A. Topic:

This item is for the approval of an Ordinance amending Title 18.06 Storm Water Regulations.

### B. Background:

In accordance with the City's Storm Water Management Program (SWMP), the City is required to regulate on-site storm water management facilities. These are private facilities that manage storm water (inlet boxes, pipes, basins, etc.) such as are found on commercial properties. Storm water from these properties discharge into the City storm sewer system and as such, any pollutants not properly managed on-site, become the responsibility of the City. The goal is to ensure the preservation and protection of the community's receiving waters – Utah Lake and the Jordan River. City Code already requires that all new developments prepare a plan identifying how storm water runoff and the associated pollutants will be managed (Section 18.06.04(6)) as well as a requirement to record an inspection and maintenance agreement (Section 18.06.04(9)) on the property. This is to ensure that the property owner is using best practices in the maintenance of the on-site system and in the day-to-day activities to ensure pollution discharge to the City's system is minimized. Typical pollutants can include fertilizer, grass clippings, salt, sediment, and oil.

### C. Analysis:

The proposed updates to the Code will help provide an enforcement mechanism to ensure businesses within the City are following proper procedures to minimize the discharge of pollutants to the City's Storm Sewer system. This would encompass only those property owners that have an on-site storm water system and would not include home occupations.

The proposed amendment also provides a provision wherein an owner could elect to pay the City to perform the required annual inspections. This fee would be added to the City's consolidated fee schedule and would provide a convenient service for those businesses who need it.

Another benefit is the City would be able to work with those businesses who do not currently have a management plan or agreement to make sure they too follow proper procedures in their day-to-day activities. This would help to minimize the discharge of pollutants from their properties and ensure best practices are being followed through annual inspections.

### D. Recommendation

I recommend that the City Council hold a public hearing and approve the updates to the Title 18.06 - Storm Water Regulations to ensure compliance with all State (UPDES) and Federal (NPDES) regulations.

**ORDINANCE NO. 20-14 (4-14-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,  
UTAH, ADOPTING AMENDMENTS TO THE SARATOGA  
SPRINGS CITY CODE**

**WHEREAS**, Chapter 18.06 of the City of Saratoga Springs City Code, entitled “Storm Water Regulations,” has been amended from time to time; and

**WHEREAS**, the City Council has reviewed Chapter 18.06 and finds that further amendments to Chapter 18.06 are necessary to be consistent with state law and the legislative policy of the City Council; and

**WHEREAS**, the City Council, after careful consideration in a public meeting, has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that modifications and amendments to Chapter 18.06 be adopted.

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

**SECTION I – ENACTMENT**

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Chapter 18.06 shall remain the same.

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 14<sup>th</sup> day of April, 2020.

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

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

**VOTE**

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

**EXHIBIT A**

**18.06 Amendments**

## Chapter 18.06. Storm Water Regulations.

### Sections:

- [18.06.01. Definitions.](#)
- [18.06.02. General Provisions.](#)
- [18.06.03. Storm Water Permits.](#)
- [18.06.04. Stormwater System Design and Management Standards.](#)
- [18.06.05. Post Construction.](#)
- [18.06.06. Waivers.](#)
- [18.06.07. Existing Locations and Developments.](#)
- [18.06.08. Illicit Discharges.](#)
- [18.06.09. Inspections.](#)
- [18.06.10. Enforcement.](#)
- [18.06.11. Penalties.](#)

### 18.06.01. Definitions.

For the purpose of this Chapter, the following definitions shall apply. The rules of statutory construction in § 1.02.11 shall apply.

1. **“As built plans”** or **“Record drawings”** or **“Just as-built”** means a set of drawings submitted by a contractor or engineer upon completion of a project or a particular job. This set of drawings reflects all specification and work drawing changes made during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.
- ~~2.~~ **“Best management practices”** or **“BMPs”** are physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, have been approved by the City, and have been incorporated by reference into this ordinance as if fully set out herein.
- ~~2.~~
- ~~4.~~ **“Channel”** means a natural or artificial watercourse that conducts flowing water continuously or periodically.
- ~~3.~~
- ~~6.~~ **“City”** means the City of Saratoga Springs, its employees and assignees.
- ~~4.~~
- ~~5.~~ **“Community Water”** means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wetlands, wells, and other bodies of surface

or subsurface water, natural or artificial, lying within or forming a part of the boundaries of American Fork Citythe City.

~~7.6.~~ **“Contaminant”** means any physical, chemical, biological, foreign, or radiological substance or matter in water.

~~7.~~ **“Design storm event”** means a storm event of a given frequency interval and duration.

8. **“Detention Basin”** means a temporary storage facility for excess storm runoff, designed in accordance with the Engineering Standards and containing at a minimum ~~with an inlet and outlet,~~ and designed for the purpose of (1) attenuating and detaining excess storm runoff, and (2) regulating the flow of such excess storm runoff so as to reduce stormwater-related damage downstream, and (3) enhancing the water quality of such excess storm runoff by providing filtration, sedimentation, and oil-removing apparatus.

9. **“Discharge”** means any solid or liquid matter that is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means into the municipal separate storm sewer system. This includes all entries of matter that are direct or indirect.

~~10.~~ **“Engineering Standards”** means the latest adopted version of the Standard Technical Specifications and Drawings manual.

~~10.11.~~ **“Erosion”** means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

~~11.12.~~ **“Erosion and sediment control plan”** means a plan that is designed to minimize erosion and sediment runoff at a site during construction activities.

~~12.13.~~ **“Hot spot”** means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

~~13.14.~~ **“Illicit connections”** means any of the following:

- a. Any drain or conveyance whether on the surface or subsurface, which allows contaminated or illicit discharge to enter the storm drain system.
- b. Any drain or conveyance connected to or discharging into the storm drain system which has not been approved in writing by the City.

~~14.15.~~ **“Illicit discharge”** means any discharge to the municipal separate storm sewer system (MS4) that is not composed entirely of storm water or that is being discharged without a City-approved treatment methodology.

~~15.16.~~ **“Irrigation Ditches”** means ditches used by irrigation shareowners having a right of water passageway by right-of-way, easement, or prescription. Irrigation ditches can also include those facilities which function as a combined storm water and irrigation conveyance intended at times as a storm water routing and disposal system.

~~16.1.~~ **“Storm Water Permit”** means the City Storm Water Permit as adopted by the City.

17. **“Land-disturbing activity”** means any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) or the existing soil topography. Land-disturbing activities may include development, re-development, demolition, construction, reconstruction, clearing, grading, filling, excavation, grubbing, and paving.
18. **“Maintenance”** means any activity that is necessary to keep a stormwater facility in good working order so as to function as designed including but not limited to complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters and the correction of any problem on the site property that may directly impair the functions of the stormwater facility.
19. **“Maintenance agreement Agreement”** means a Long-Term Storm Water Management Agreement “LTSWMA” document recorded in the land records that acts as a property deed restriction and provides for long-term maintenance of stormwater management practices.
20. **“Municipal separate storm sewer/stormwater system”** or **“MS4”** means the conveyances owned or operated by the City of Saratoga Springs for the collection and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
21. **“National Pollutant Discharge Elimination System Permit”** or **“NPDES permit”** means a permit issued pursuant to 33 U.S.C. §1342.
22. **“Notice of Violation”** or **“(N.O.V.)”** occurs whenever the City ~~Engineer~~ finds that a person is in non-compliance with this ordinance; the City ~~Engineer~~ will order compliance by written notice of violation to the responsible person. Requirements in this Notice are at the discretion of the Engineer, and may include monitoring, payment to cover costs relating to the non-compliance, and the implementation of BMP.
23. **“Off-site facility”** means a structural BMP located outside the subject property boundary described in the permit application for land development activity which is intended to form an integral part of the storm drain system for a given parcel.
- ~~24.~~ **“On-site facility”** means a structural BMP located within the subject property boundary described in the permit application for land development activity.
- ~~24.~~ **“On-site storm water management facility”** means any feature or facility located within the subject property boundary that collects, conveys, discharges, cleans, detains, retains, and/or infiltrates storm water prior to its discharge into either the MS4, community water, or infiltration into the ground.
- ~~25-26.~~ **“Peak flow”** means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- ~~26-27.~~ **“Runoff”** means the portion of the precipitation on a drainage area that is discharged from the area. This can include water produced by storms, surface drainage, snow and ice melt, and other water handled by the storm sewer drainage system.

~~27-28.~~ **“Saratoga Springs City Storm Water Management Program”** means those certain manuals, ordinances, practices, and policies set in place by the City of Saratoga Springs to regulate, permit, manage, and otherwise oversee the discharge of storm water within the corporate boundaries and influence area of the City. This includes both those manuals and practices which are in place at the time of the passage of this ordinance and those which will yet be put in place or adopted in this or future actions.

~~28-29.~~ **“Sediment”** means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

~~29-30.~~ **“Sedimentation”** means the process of depositing sediment in any stormwater.

~~30-31.~~ **“Soils Report”** means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.

~~31-32.~~ **“Stabilization”** means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

~~32-33.~~ **“Stormwater”** means discharges, precipitation, ~~such as rain, hail,~~ stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration, and drainage.

~~33-34.~~ **“Storm Water Design Standards and Regulations”** means the current City of Saratoga Springs storm water standards and regulations as adopted by the City.

~~34-35.~~ **“Storm Water Master Plan”** means the current City of Saratoga Springs Storm Water Master Plan, Capital Facilities Plan, and Impact Fee Facilities Plan as adopted by the City.

~~36.~~ **“Stormwater management”** means all programs designed to maintain quality and quantity of stormwater runoff to pre-development levels.

~~35-37.~~ **“Stormwater Management Plan”** means a long term storm water management plan that evaluates the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the measures and BMP's proposed for managing storm water, discharges, contaminants, and sediment generated at the project site.

~~38.~~ **“Stormwater management facilities system”** means the drainage structures, conduits, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.

~~36.~~

~~39.~~ **“Storm Water Permit”** means the City Storm Water Permit as adopted by the City.

~~37.40.~~ **“Storm Water General Permit for Construction Activities”** means a permit required by the Utah Department of Environmental Quality, Division of Water Quality.

~~38.41.~~ **“Stormwater pollution prevention plan”** or **“SWPPP”** means Storm Water Pollution Prevention Plan. This is the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts, and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels during and after construction.

~~39.42.~~ **“Stormwater runoff”** means flow on the surface of the ground, resulting from precipitation.

~~40.43.~~ **“Structural BMPs”** means devices that are constructed to provide control of stormwater runoff.

~~41.44.~~ **“Surface water”** includes all waters upon the surface of the earth, whether bounded naturally or artificially. This includes rivers, creeks, streams, canals, lakes, ponds, wetlands, reservoirs, and other water courses.

~~42.45.~~ **“SWMP”** is an acronym for Storm Water Management Program. A Technical Report including a copy of the Land Disturbance Permit, Notice of Intent (NOI) (if applicable), Storm Water Pollution Prevention Plan (for during construction and post construction), storm water pollution prevention BMPs, spill prevention and countermeasure information, inspection records, and signed and dated Certification Statement from the Site Operator and the responsible person preparing the report.

~~43.46.~~ **“SWPPP Manager”** means the individual who will be the contractor’s and owner’s representative in the field who supervises the implementation of the SWPPP and compliance with the Storm Water Permit.

~~44.47.~~ **“Watercourse”** means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water and may include lakes, rivers, creeks, streams, canals, ponds, and wetlands.

~~45.48.~~ **“Watershed”** means all the land area that contributes runoff to a particular point along a waterway.

~~46.49.~~ **“UPDES”** is an acronym for the Utah Pollution Discharge Elimination System.

(Ord. 15-1)

## **18.06.02. General Provisions.**

1. **Purpose.** It is the purpose of this chapter to:
  - a. Protect, maintain, and enhance the environment of the City of Saratoga Springs (“the City”).
  - b. Establish responsibilities for controlling and managing storm water runoff.

- c. Protect the public health, safety, and general welfare of the citizens of the City by controlling discharges of pollutants to the City’s stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, creeks, streams, canals, ponds, wetlands, and groundwater of the city.
- d. Enable the City to comply with state and federal laws and regulations.
- e. Allow the City to exercise the powers granted by the Utah Code and Constitution to:
  - i. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
  - ii. Adopt any rules and regulations deemed necessary to accomplish the purposes of this Chapter, including the adoption of a system of fees for services and permits;
  - iii. Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
  - iv. Review and approve plans, plats, and permits for stormwater management in proposed developments;
  - v. Issue permits for stormwater discharges, or for the construction of, alteration of, extension of, encroachment on, or repair of stormwater facilities;
  - vi. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;
  - vii. Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
  - viii. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

2. The City Engineer shall administer the provisions of this Chapter. Nothing in this Chapter shall relieve any person from responsibility for damage to other persons or property or impose upon the City and its officers, agents or employees any liability for damage to other persons or property.

2.  
(Ord. 15-1)

**18.06.03. Storm Water Permits.**

**1. When required:**

- a. Every person will be required to obtain a Storm Water Permit from the City ~~Engineer~~ in the following cases:
  - i. Land disturbing activity that disturbs one or more acres of land;
  - ii. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land;

- iii. Land disturbing activity of less than one acre of land if the City Engineer determines such activity poses a unique threat to water or public health or safety;
- iv. The creation and use of borrow pits or those excavation sites used to generate fill or decorative material for an off-site location;
- v. Development of a single family home;
- vi. Modifications of sensitive areas or areas designated as sensitive lands;
- vii. Processing of earthen materials such as top soil and gravel screening;
- viii. Construction of parking lots;
- ix. Creation of an impervious area 0.1 acres/4,356 square feet or greater constructed with compacted gravel, asphalt, concrete, or equivalent;
- x. Creation or alteration of storm drains works or systems;
- xi. Excavation or disturbance of more than 1,000 cubic yards of material in any nonagricultural earth moving activity; and
- xii. Any other condition that poses a unique threat to water or public health or safety and meeting the purposes in Section 18.06.01 or the intent of the regulations in this Chapter.

## 2. Exemptions.

a. The following activities are exempt from the permit requirement:

- i. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources including activities required to promote public safety, repairs to water lines and/ or other city infrastructure repairs.
- ii. Existing nursery and agricultural operations conducted as a predominant land use.
- iii. Any agricultural activity that is consistent with an approved farm conservation plan or a management plan prepared or approved by the appropriate federal, state, or city agency.
- iv. Additions or modifications to existing single family structures.
- v. Landscape modifications resulting in disturbances below the limits identified in Section 13.94.030(A).
- vi. Excavation activities necessary for public purposes infrastructure approved through the city approval process.

**2.3. Building permit.** No building permit shall be issued until the applicant has obtained a Storm Water Permit where the same is required by this ordinance.

~~— **Exemptions.** The following activities are exempt from the permit requirement:~~

- ~~— Any emergency activity of a municipal, state, or federal agency that is immediately necessary for the protection of life, property, or natural resources.~~
- ~~— Existing nursery and agricultural operations conducted as a permitted main or accessory use so long as compliant with city, state, and federal law.~~
- ~~— Any agricultural activity that is consistent with an approved farm conservation plan or a management plan prepared or approved by the appropriate City, federal, or state Agency.~~
- ~~— Additions or modifications to existing single family structures.~~

## **4. Application for a Storm Water Permit.**

- a. Each application shall include the following:
  - i. Name of applicant;
  - ii. Address of applicant;
  - iii. Name, address, and phone number of the owner of the property of record in the office of the county assessor;
  - iv. Address and legal description of subject property including the tax identification number and parcel number;
  - v. Name, address, and telephone number of the contractor and any subcontractor who will perform the land disturbing activity and who shall implement the erosion and sediment control plan;
  - vi. Designation of a SWPPP manager who will be the contractor's and owner's representative in the field who supervises the implementation of the SWPPP and compliance with the Storm Water Permit; and
  - vii. A statement indicating the nature, extent, and purpose of the land disturbing activity, including:
    - 1. the size of the area for which the permit shall be applicable,
    - 2. a schedule for the starting and completion dates of the land disturbing activity, and
    - 3. other pertinent information.
- b. The applicant shall obtain from any other state or federal agency any other appropriate environmental permits that pertain to the property and submit such permits with the application for a Storm Water Permit. However, the inclusion of those permits in the application shall not foreclose the City Engineer from imposing additional development requirements and conditions consistent with this ordinance on the development of property covered by those permits. Failure of the applicant to obtain the necessary permits may be the basis for denial of issuance of a Storm Water Permit.
- c. Each application shall be accompanied by:
  - i. A SWPPP meeting the requirements of Stormwater General Permit for Construction Activities Permit No. UTRC00000. A model has been prepared for use by those preparing a SWPPP. A SWPPP must use this model template to ensure that a plan has been prepared in compliance with the State permit.
    - 1. The SWPPP template and the template guidelines can be found at the following link:  
[http://www.waterquality.utah.gov/UPDES/docs/2012/04Apr/Const\\_SW\\_swppp\\_template.doc](http://www.waterquality.utah.gov/UPDES/docs/2012/04Apr/Const_SW_swppp_template.doc).
  - ii. A Notice Of Intent (NOI) from the State of Utah, Department of Environmental Quality, Division of Water Quality ("DWQ"), for Storm Water Discharges Associated with Construction Activity Under the UPDES General Permit No. UTRC00000. An NOI can be submitted on-line at the web site for the Utah DWQ storm water data base. The NOI must be signed by the owner and contractor.
    - 1. This template can be found at the following link:  
<http://www.waterquality.utah.gov/UPDES/stormwatercon.htm>.
  - iii. A Storm Water Management Plan meeting the Requirements of Section 18.06.04(6).

- iv. A Sediment and Erosion Control Plan meeting the Requirements of Section 18.06.04(7).
- v. An engineer's estimate for performance guarantee purposes inclusive of all costs associated with plan implementation, management, site stabilization, and clean up.
- vi. Payment for the Storm Water Permit and other applicable fees and bonds as found in the City's Consolidated Fee Schedule.

**5. Review and approval of application.**

- a. The City Engineer will review each application for a Storm Water Permit to determine its conformance with the provisions of this Chapter. Within 15 days after receiving an application, the City Engineer shall provide one of the following responses in writing:
  - i. Approval of the permit application;
  - ii. Approval of the permit application, subject to conditions as may be necessary to substantially meet the objectives and requirements of this Chapter; or
  - iii. Denial of the permit application, including the reason for the denial.
- b. If the City Engineer has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by the City Engineer. However, the applicant may be allowed to proceed with his land disturbing activity so long as it conforms to conditions established by the City Engineer.
- c. No construction may begin until the Storm Water Permit has been approved and all outstanding fees paid in full.

**6. Permit duration.**

- a. Every Storm Water Permit shall expire and become null and void if :
  - i. Substantial work authorized by such permit has not commenced within 180 calendar days of issuance, is not complete within 18 months from the date of the commencement of construction, or work is suspended or abandoned for a period of 180 days or longer;
  - ii. The applicant is not authorized to discharge storm water under the UPDES program; or
  - iii. It is determined that the applicant is not an authorized representative of the owner and/or contractor.
- b. The Storm Water Permit shall remain in effect until all of the following items have been completed:
  - i. Submission of as built plans;
  - ii. Written certification by a registered professional engineer licensed to practice in the State of Utah that the structural BMP's have been installed in accordance with the approved plan and other applicable provisions of this ordinance;
  - iii. Submission of a signed Notice of Termination of the UPDES Permit;
  - iv. Installation and acceptance by City of all permanent or long term BMP's;
  - v. Completion of final inspection punch list items; and
  - vi. Removal of all temporary control measures.

**7. Notice of construction.**

- a. The applicant must notify the Public Works Department within ten working days in advance of the commencement of construction with a land disturbance permit.

**8. Requirements during construction.**

**a. Noticing.**

- i. The applicant must install and maintain a notice board at a publicly accessible location near the active part of the project. The notice board must be protected from the weather, and located where the City Inspector can read it easily without obstructing construction activities. The notice board shall include, at a minimum, the following information:
  1. Project name;
  2. Copy of any NOIs in effect;
  3. Name and phone number of the SWPPP Manager;
  4. SWPPP plan and report;
  5. Saratoga Springs Storm Water Permit.

**b. SWPPP Manager.** The SWPPP Manager shall:

- i. Implement and maintain the SWPPP, Storm Water Management Plan, and Sediment and Erosion control plan;
- ii. Ensure that subcontractors and utility companies understand and comply with the SWPPP, Storm Water Management Plan, and Sediment and Erosion Control Plan, and avoid disturbing installed BMP's;
- iii. Update the SWPPP and maintain the official updated SWPPP at the construction site; and
  - iv. Shall take immediate suitable action to preclude erosion and pollution if storm water discharges threaten water quality.

**c. Inspections.**

- i. Regular inspections of the stormwater management system construction shall be conducted by the party responsible for the work and reviewed by the City Inspector.
- ii. The property owner shall allow access to the City Engineer or a representative to inspect storm water control measures that discharge to the MS4. The inspection shall review the control measures in place, the maintenance plan, and the need for additional measures to completely address the erosion and sediment control for the project.
- iii. All inspections shall be documented and written reports prepared that contain the following information:
  1. The date and location of the inspection;
  2. Whether construction is in compliance with the approved stormwater management plan;
  3. Variations from the approved construction specifications;
  4. Any violations that exist.

**d. BMPs Maintenance.**

- i. BMP's that have been damaged or undercut shall be repaired or replaced.
- ii. If maintenance or modifications to existing BMP's are necessary following a storm or inspection, complete required maintenance or modifications as soon as possible and before the next storm event whenever practicable.

1. Applicant shall maintain BMP's so they properly perform their function.
2. Applicant shall also remove accumulated sediment and debris before the BMP loses fifty percent (50%) of its storage capacity.
3. Additionally, the applicant must clean the silt fence before it loses thirty percent (30%) of its storage capacity.
4. Applicant shall maintain temporary and permanent erosion and sediment control measures in effective operating condition and coordinate BMPs with subcontractors and utility companies doing Work in the Project area.

**9. Performance bonds.**

- a. The City Engineer shall:
  - i. Require the submittal of a performance security or performance guarantee bond prior to issuance of a permit in order to ensure that the SWPPP are implemented by the permit holder as required by the approved stormwater pollution prevention plan.
    1. The amount of the performance security or performance bond shall be the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs.
    2. The performance security shall contain forfeiture provisions for failure to complete work specified in the SWPPP.
    3. The applicant shall provide an itemized engineer's construction cost estimate complete with unit prices which shall be subject to acceptance, amendment, or rejection by the City Engineer.
    4. Alternatively, the City Engineer shall have the right to calculate the cost of construction estimates and revise the opinion of probable cost accordingly.
- b. The performance security or performance guarantee bond shall be released in full only upon submission of:
  - i. as built plans;
  - ii. a written certification by a registered professional engineer licensed to practice in the State of Utah that all BMPs have been followed in accordance with the approved plan and other applicable provisions of this ordinance;
  - iii. a signed Notice of Termination of the Construction General Permit;
  - iv. completion of final inspection punch list items; and
  - v. removal of all temporary control measures.
- c. The City Engineer or a representative will make a final inspection of the structural BMPs to ensure that they are in compliance with the approved plan and the provisions of this ordinance. Provisions for a partial pro-rata release of the performance security or performance guarantee bond based on the completion of various development stages can be made at the discretion of the City Engineer or representative.

(Ord. 15-1)

**18.06.04. Stormwater System Design and Management Standards.**

### **3.1. Irrigation ditches.**

- a. Property owners are responsible for the protection of irrigation canals per the relevant sections of this ordinance.
- b. Discharges into private canals require written approval from the ditch owners. The design shall comply with the terms of approvals and the City's Storm Water Design Standards and Regulations.
- c. Piping of irrigation ditches and modification to diversion structures require documented approval from canal owners or representative. Design and coordination requirements shall comply with the City's Storm Water Design Standards and Regulations.

### **4.2. Drainage channels, waterways, and sensitive areas.**

- a. Property owners shall not alter or restrict natural channels and waterways without proper Federal, State and City permits.
- b. Modifications of sensitive areas are subject to and governed by the Land Development Code (Title 19). These actions will require a Storm Water Permit and approval from all other governing agencies.
- c. Property owners proposing to redirect runoff, surface, and/or pipe flow to properties or facilities outside Saratoga Springs boundaries must provide written approval from the state, county or municipality, or their agents.
- d. Property owners are responsible for the protection of natural and artificial channels located within their property per the relevant sections of this ordinance.
- e. Discharges or modifications to the channels require written approval from the canal owners and applicable governing agencies.

### **5.3. Stormwater design and BMP manuals.**

- a. **Adoption.** The City adopts as its stormwater design and BMP manuals the following publications, which are incorporated by reference in this ordinance as is fully set out herein:
  - i. The City of Saratoga Springs Standard Technical Specifications and Drawings.
  - ii. The City of Saratoga Springs Storm Water Master Plan.
  - iii. The City of Saratoga Springs Storm Water Capital Facilities Plan.
  - iv. The City of Saratoga Springs Storm Drainage Systems Design and Management Manual.
  - v. Guidance Document for Stormwater Management (Salt Lake County Public Works Department).
    1. The document can be found at the following link:  
<http://slco.org/pweng/stormwater/html/guide.html>.
  - vi. Other guidance documents required by or included in the Saratoga Springs Storm Water Management Program.
- b. These manuals include a list of acceptable BMPs and include specific design performance criteria and operation and maintenance requirements for each stormwater practice. The manuals may be updated and expanded from time to time, at the discretion of the City Council, upon the recommendation of the City

Engineer, based on improvements in engineering, science, monitory and local maintenance experience.

**6.4. General performance criteria for stormwater management.** Unless granted a waiver or an exemption from the City Engineer, the following post construction performance criteria shall be addressed for stormwater management at all sites:

- a. A Utah registered professional engineer must design the storm drain systems (Public and Private) within City boundaries and directly supervise all discharges into a City storm drain system. The design shall carry the seal of the supervising professional engineer.
- b. All site designs shall control the peak flow rates of stormwater discharge associated with design storms specified in this ordinance or in the BMP manual and reduce the generation of post construction stormwater runoff to pre-construction levels or 100-yr historical flow rates. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.
- c. To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the BMP manual.
- d. Stormwater discharges to critical areas with sensitive resources (e.g., cold water fisheries, swimming beaches, recharge areas, water supply reservoirs, etc.) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
- e. Stormwater discharges from “hot spots” may require the application of specific structural BMPs and pollution prevention practices.
- f. Prior to or during the site design process, applicants for Storm Water Permits shall consult with the City Engineer to determine if they are subject to additional stormwater design requirements.
- g. Calculations for determining allowable peak flows and runoff volumes as found in the BMP manual shall be used for sizing all stormwater facilities.

**7.5. Minimum control requirements.**

- a. Storm water discharge during all construction activities shall comply with the terms of the Storm Water Permit, Saratoga Springs Standard Technical Specifications and Drawings, or requirements set forth by the most recent edition of the International Building Code, and the State of Utah UPDES requirements.
- b. Stormwater designs, installations, operations, and maintenance shall meet the multi-stage storm frequency storage and runoff volume requirements as identified in the BMP manual, along with the operation, installation, and maintenance standards in the BMP manual unless the City Engineer has granted the applicant a full or partial waiver for a particular BMP pursuant to section 6 of this ordinance.
- c. Runoff rates from one lot/parcel to another may not exceed pre-existing conditions and may not increase in such a manner that may unreasonably or unnecessarily cause more harm or damage than formerly existed in the predevelopment condition.
- d. If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City Engineer may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

- e. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day by machine, broom, or shovel to the satisfaction of the City Engineer or representative. Failure to remove the sediment, soil, or debris shall be deemed a violation of this ordinance.

**8.6. Stormwater Management ~~plan~~ Plan requirements.** Property owners are responsible to manage or ensure management of storm water runoff and sediment, whether in conduit systems or on the surface, that traverse through or originate on their property. This responsibility may extend to the defining of agreements, easements, and other appropriate measures to address storm water management. In order to manage storm water, the property owner must develop a stormwater management plan and implement the plan. The stormwater management plan shall include sufficient information to allow the City Engineer to evaluate: the environmental and historical characteristics of the project site; the potential impacts of all proposed development of the site, both present and future, on the water resources; and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. To accomplish this goal the stormwater management plan shall include the following:

- a. **Project Site Description.** Brief description of the ~~intended projects~~ subject property and a description and map of its on-site storm water management facilities. ~~and proposed land disturbing activity including number of units, structures to be constructed, and the required infrastructure.~~
- b. **Topographic Base Map.** A 1" = 500" topographic base map of the site that extends a minimum of 1000 feet beyond the limits of the proposed development and indicates:
  - i. Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, and wetlands. It must also include the type, size, elevation, etc., of the nearest upstream and downstream drainage structures, slopes, and drainage arrows;
  - ii. Current land use including all existing structures, locations of utilities, and locations of roads, and easements; ~~and~~
  - iii. All other existing significant natural and artificial features.
  - iv. When deemed necessary by the City Engineer, the Topographic Base Map and Survey shall conform to the minimum levels established by the American Land and Title Association (ALTA Survey).
- c. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses, drainage patterns, locations of utilities, roads and easements, and the limits of clearing and grading;
- d. Proposed structural BMPs;
- e. A written description of the site plan and justification of proposed changes. Natural conditions may also be required.
- f. **Calculations.** Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storm events specified in the BMP manual. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this ordinance and the guidelines of the BMP manual. Such calculations shall include:
  - i. A description of the design storm event frequency, duration, and intensity where applicable;

- ii. Time of concentration;
  - iii. Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
  - iv. Peak runoff rates and total runoff volumes for each watershed area;
  - v. Infiltration rates, where applicable, verified by percolation test or by geological test;
  - vi. Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
  - vii. Flow velocities;
  - viii. Data on the increase in rate and volume of runoff for the design storm events referenced in the BMP manual; and
  - ix. Documentation of sources for all computation methods and field test results.
- g. **Soils Information.** If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure. In all cases where subsurface infiltration is a component of the storm water management plan a site specific percolation test shall be submitted based upon field observations and testing at the location of the infiltration facility.
- ~~h. **Work Sequence.** The projected sequence of work represented by the grading, drainage, and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation. This also includes the construction of any sediment basins or retention facilities or any other structural BMP's.~~
- ~~i.h. **Installation, Maintenance, and Repair Plan:** The design and planning of all stormwater management facilities shall include detailed ~~installation,~~ maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment, skills, and training necessary for such maintenance. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan. A permanent elevation benchmark shall be identified in the plans to assist in the periodic inspection of the facility.~~
- ~~j.i. **Landscaping Plan.** The applicant must present a detailed plan for management of vegetation at the site after construction is finished. This will include who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved (If required by the BMP). Where it is required by the BMP, this plan must be prepared by a registered landscape architect licensed in the State of Utah.~~

**9.7.Sediment and Erosion Control Plan requirements.** The applicant must prepare a sediment and erosion control plan for all construction activities that accurately illustrates the measures that are to be taken to control storm water pollution problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. This plan shall be signed and sealed by a registered professional engineer licensed in the state of Utah. The plan shall also

conform to the requirements found in the BMP manual, and shall include, at a minimum, the following:

- a. A topographic map with contour intervals of two (2) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
- b. All existing drainage ways, including intermittent and wet-weather. This must also include any designated floodways or flood plains.
- c. Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed, and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.
- d. Approximate limits of proposed clearing, grading, and filling.
- e. Approximate flows of existing storm water leaving any portion of the site.
- f. A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- g. Location, size, and layout of proposed stormwater and sedimentation control improvements.
- h. Proposed drainage network.
- i. Proposed sizing for storm sewer piping, dewatering facilities, or other waterways.
- j. Approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development. This includes: when water is concentrated, what is the capacity of waterways, if any, accepting storm water offsite; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring and/or sedimentation of waterways and drainage areas off-site, etc.
- k. The projected sequence of work represented by the grading, drainage, and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention facilities or any other structural BMPs.
- l. Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used. Stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- m. Specific details for the construction of rock pads, wash down pads, and settling basins for controlling erosion; road access points; and eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City Engineer.
- n. Proposed structures. Location (to the extent possible) and identification of any proposed additional buildings, structures or development on the site.

- o. A description of on-site measures to be taken to recharge surface water into the ground water system through infiltration.
- p. Future phasing plans and impervious areas if applicable.

**10.8. Maintenance Easements.** The applicant must ensure access to the site for the purpose of inspection and repair by securing all the maintenance easements needed. These easements must be binding on the current property owner and all subsequent owners of the property and must be properly recorded in the Office of the Utah County Recorder.

**11.9. Maintenance Agreement.** The owner of property to be served by an on-site stormwater management facility must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

- a. Assign responsibility for the maintenance and repair of the stormwater facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
- b. Provide for an annual inspection by the property owner or qualified designee for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this ordinance. This inspection shall be conducted by a qualified person as defined by the Utah Division of Water Quality, and such qualified person will submit a sealed report of the inspection to the City Engineer or representative.
- c. It shall grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
- d. Provide that the minimum maintenance and repair needs include, but are not limited to: the removal of silt, litter, and other debris; the cutting of grass; grass cuttings and vegetation removal; and the replacement of landscape vegetation. This applies to all detention and retention basins, as well as inlets and drainage pipes and any other stormwater facilities as required by the property owner by the City. It shall also provide that the property owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the BMP manual.
- e. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the City Engineer.
- f. Provide that if the property is not maintained or repaired within the prescribed schedule, the ~~City Engineer~~Public Works Department shall perform the maintenance and repair at the property owner's expense. The maintenance agreement shall also provide that the ~~City Engineer's~~Public Works Departments cost of performing the maintenance shall be a lien against the property.

**12.10. Dedication.** The municipality shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such facility meets the requirements of this ordinance, and includes adequate and perpetual access and sufficient areas, by easement or otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the municipality must also meet the municipality's construction standards and any other standards and specifications that apply to the particular stormwater facility in question.

(Ord. 15-1)

#### 18.06.05. Post Construction.

1. **As-built plans.** All applicants are required to submit as built plans for any structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Utah. A final inspection by the City Inspector is required before any performance security or performance bond will be released. The City Inspector shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance guarantee bond on the completion of various stages of development. ~~When applicable, certificates~~ Certificates of occupancy (“occupation permits”) shall not be granted until corrections to all BMP’s have been made and accepted by the City Inspector.
2. **Landscaping and stabilization requirements.** Any area of land from which the natural vegetative cover has been either partially or wholly cleared shall be revegetated according to a schedule approved by the City Engineer. The following criteria shall apply to revegetation efforts:
  - a. Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over seventy (70%) of the seeded area.
    - i. Any area of revegetation must exhibit a minimum of seventy percent (70%) density of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum seventy percent (70%) density for one (1) year is achieved.
  - b. Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.
  - c. In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.
3. **Inspection of stormwater management facilities.** Periodic inspections of facilities shall be performed by the property owner or qualified designee for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this ordinance. This inspection shall be conducted by a qualified person as defined by the Utah Division of Water Quality, and such qualified person will submit a sealed report of the inspection to the ~~City Engineer or representative~~ Public Works Department.
4. **Records of installation and maintenance activities.** Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least 5 years. These records shall be made available to the City Engineer during inspection of the facility and at other reasonable times upon request.

5. **Failure to meet or maintain design or maintenance standards.** If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this ordinance, the ~~City Engineer~~Public Works Department, after reasonable notice to the responsible party, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the ~~City Engineer~~Public Works Department shall notify in writing the responsible party for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have 15 days to effect maintenance and repair of the facility in an approved manner.
  - a. In the event that corrective action is not undertaken within that time, the ~~City Engineer~~Public Works Department may take necessary corrective action. The cost of any action ~~by the City Engineer~~ under this section shall be charged to the responsible party.

#### **18.06.06. Waivers.**

1. **General.** Every applicant shall provide for post construction stormwater management as required by this ordinance, unless a written request is filed to waive this requirement. Requests to waive the stormwater management plan requirements shall be submitted to the City Engineer for review, processing, and approval or forwarding to City Council where deemed appropriate by City Engineer
2. **Conditions for waiver.** The minimum requirements for stormwater management may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:
  - a. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this ordinance.
  - b. Alternative minimum requirements for on-site management of stormwater discharges have been established in a stormwater management plan that has been approved by the City Engineer.
  - c. Provisions are made to manage stormwater by an off-site facility. The off-site facility must be in place and designed to provide the level of stormwater control that is equal to or greater than that which would be afforded by on-site practices. Further, the facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility.
3. **Downstream damage prohibited.** In order to receive a waiver, the applicant must demonstrate to the satisfaction of the City Engineer that the waiver will not lead to any of the following conditions downstream:
  - a. Deterioration of existing culverts, bridges, dams, and other structures;
  - b. Degradation of biological functions or habitat;
  - c. Accelerated stream bank or streambed erosion or siltation;
  - d. Increased threat of flood damage to public health, life or property.

4. **Storm Water Permit not to be issued where waiver requested.** No Storm Water Permit shall be issued where a waiver has been requested until the waiver is granted. If no waiver is granted, the application for a Storm Water Permit must be resubmitted.

(Ord. 15-1)

#### **18.06.07. Existing Locations and Developments.**

1. **Requirements for all existing locations and developments.** The following requirements shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of this ordinance:
  - a. Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP manual and on a schedule acceptable to the City Engineer.
  - b. Cut and Fill slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
  - c. Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, etc., to prevent erosion.
  - d. Trash, junk, rubbish, etc. shall be cleared from drainage ways.
  - e. Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters.
2. **Requirements for existing problem locations.** The ~~City Engineer~~Public Works Department shall notify the owners of existing locations and developments of the specific drainage, erosion, or sediment problem affecting such locations and developments, and the specific actions required to correct those problems. The notice may be in writing and will also specify a reasonable time for compliance. If not already existing, corrective actions may include a requirement to prepare and implementation a LTSWMP and LTSWMA per the provisions of this chapter
3. **Inspection of existing facilities.** The ~~City Engineer~~public works department may, to the extent authorized by state and federal law, establish inspection programs to verify that all stormwater management facilities, including those built before as well as after the adoption of this ordinance, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the municipality's NPDES/UPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws.
  - a. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.
4. **Business License.** Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a Long Term Storm Water Management

Plan and a Long-term Stormwater Management Agreement compliant with the provisions of this chapter. Upon annual business license renewal the on-site storm water management facility shall be inspected by a registered storm water inspector in the state of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the city public works department.

a. A property owner may elect to have the City Engineer shall the City's Public Works department perform the annual inspection. Each application for an inspection shall be accompanied by payment for the inspection and other storm water management fees, as adopted by resolution and found in the city fee schedule.

b. Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the Public Works Department. If the property is not maintained or repaired within the prescribed schedule, the public works department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, -the cost of performing the maintenance may be filed as a lien against the property.

~~4. inspect proposed occupation site for compliance with provisions of this ordinance. The City Engineer may also conduct a review or inspection of storm water compliance upon annual business license renewal application~~

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(Ord. 15-1)

#### **18.06.08. Illicit Discharges.**

1. **Scope.** This section shall apply to all water generated on developed or undeveloped land entering the municipality's separate storm sewer system.
2. **Prohibition of illicit discharges.** No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
  - a. Uncontaminated discharges from the following sources:
    - i. Water line flushing or other potable water sources;
    - ii. Landscape irrigation or lawn watering with potable water or pressurized irrigation;
    - iii. Diverted stream flows;
    - iv. Rising ground water;
    - v. Groundwater infiltration to storm drains;
    - vi. Uncontaminated pumped groundwater;
    - vii. Discharges from potable water sources;
    - viii. Foundation or footing drains;
    - ix. Crawl space pumps;
    - x. Lawn watering runoff;
    - xi. Individual residential car washing;
    - xii. Air conditioning condensation;

- xiii. Irrigation water;
  - xiv. Springs;
  - xv. Natural riparian habitat or wet-land flows;
  - xvi. Swimming pools (if dechlorinated to less than one PPM chlorine);
  - xvii. Water reservoir discharges (if dechlorinated to less than one PPM chlorine);
  - xviii. Residual street wash water;
  - xix. Firefighting activities; and
  - xx. Any other uncontaminated water source.
- b. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
  - c. Dye testing is an allowable discharge if the City Engineer has so specified in writing.
  - d. The prohibition shall not apply to any non-storm water discharge permitted under an UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah Division of Water Quality, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

**3. Prohibition of illicit connections.**

- a. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited.
- b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

**4. Reduction of stormwater pollutants by the use of best management practices.** Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

**5. Notification of spills.** Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

- a. **Hazardous Materials.** In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.
- b. **Non-hazardous Materials.** In the event of a release of non-hazardous materials, the person shall notify the ~~City Engineer~~Public Works Department in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the

~~City Engineer~~Public Works Department within three (3) business days of the telephone notice.

- c. **Written Records of Illicit Discharges.** If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least 5 years.

(Ord. 15-1)

#### **18.06.09. Inspection.**

1. **Purpose.** To be in accordance with the General Permit for Discharges for Small Municipal Separate Storm Sewer Systems (MS4), Permit No. UTR090000, the City will conduct inspections to monitor all storm water controls and BMPs as well as all discharges to the City's Storm Sewer System and to natural water bodies including lakes, rivers, stream and canals.
2. **Scope.** Inspections relating to the MS4 Permit include but are not limited to illicit discharges, construction activities and post construction operation and maintenance of stormwater controls, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs either publicly or privately owned.
3. **Access.**
  - a. **Visual Inspections.** Visual inspections of discharges to natural water bodies, spills, stormwater related controls on private property within the City limits of Saratoga Springs are permitted by the ~~City Engineer~~Public Works Department at any time.
  - b. **Other Inspections.** When a visual inspection is not adequate to determine the extent of discharges to natural water bodies, spills, or determine the status of stormwater related controls on private property, the City will give 24 hours' notice of the inspection to take place and the extent of the inspection. Equipment and manpower necessary to perform the inspection will be allowed to access and work as necessary to determine the state of the situation.
  - c. **Emergency Inspections.** During times of emergency including discharges to natural water bodies, spills or potential damage to life or property, the City may access the location of concern as necessary and with the equipment required to determine the status of the situation. Reasonable attempts to contact the property owner prior to the inspection will be made prior to accessing private property.
4. **Follow-up Inspections.** During initial or routine inspections if problems are identified which require corrective actions then a follow-up inspection will be scheduled.

(Ord. 15-1)

#### **18.06.10. Enforcement.**

1. **Enforcement authority.** The City Engineer or his representatives shall have the authority to issue notices of violation, stop work orders, and citations, and to impose the civil penalties provided in this section.
  - a. With the issuance of a Storm water permit, the City shall be permitted to enter and inspect, including testing and investigation, facilities subject to this ordinance at all reasonable times and as often as necessary to determine compliance. Failure to comply with the terms of this ordinance may result in punitive actions by the City, by the Utah County Health Department, or by other means identified in permits or terms set forth in development applications.
  
2. **Violation Procedure.**
  - a. **Written Notice.** Whenever the City finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City may serve upon such person written notice of the violation. Within ten (10) days of this notice, the permittee or other person in violation will submit to the City Engineer an explanation of the violation and a plan for the satisfactory correction and prevention of such violations. This plan will include specific actions that will be taken in order to come into compliance with this ordinance. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
  - b. **Consent Orders.** The City Engineer is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within the time period specified by the order. Consent orders shall have the same force and effect as the compliance orders issued pursuant to §18.06.10(2)(d).
  - c. **Show Cause Hearing.** The City Engineer may order any person who violates this ordinance or permit or order issued hereunder, to show cause for why a proposed enforcement action should not be taken. Notice shall be served on the violator specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
  - d. **Compliance Order.** When the City Engineer finds that any person has violated or continues to violate this ordinance or a permit or order issued thereunder, the City Engineer may issue a compliance order to the violator. This order will direct that, following a specific time period, adequate structures, or devices be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
    - i. **Cease and Desist Orders.** When the City Engineer finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the City Engineer may issue an order to cease and desist all such violations and direct those persons in noncompliance to:
      1. Comply forthwith; or

2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
3. **Conflicting standards.** Whenever there is a conflict between any standard contained in this ordinance and in the BMP manual adopted by the municipality under this ordinance, the strictest standard shall prevail.
4. **Violations.** Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City SD Representative, shall be guilty of a Class C Misdemeanor.

(Ord. 15-1)

#### **18.06.11. Penalties.**

1. Any person found violating the provisions of this ordinance may be assessed a fine of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation. The City may also issue a criminal citation pursuant to Utah law or City ordinances.
2. **Measuring Civil Penalties.** In assessing a civil penalty, the City Engineer may consider:
  - a. The harm done to the public health or the environment;
  - b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
  - c. The economic benefit gained by the violator;
  - d. The amount of effort put forth by the violator to remedy this violation;
  - e. Any unusual or extraordinary enforcement costs incurred by the municipality;
  - f. The amount of penalty established by ordinance or resolution for specific categories of violations; and
  - g. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
3. **Recovery of Damages and Costs.** In addition to the civil penalty in subsection (2) above, the municipality may recover:
  - a. all damages proximately caused by the violator to the municipality, including any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this ordinance, or any other actual damages caused by the violation; and
  - b. the costs of the municipality's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this ordinance.
4. **Other remedies.** The municipality may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions. In addition to the penalties established in this ordinance,

the City may refuse to renew business licenses or other permits while such a violation continues.

5. **Remedies cumulative.** The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

(Ord. 15-1)



## City Council Staff Report

**Author:** Jeremy D. Lapin, Public Works Director

**Subject:** Water Right Requirements for Development

**Date:** 04/09/2020

**Type of Item:** Ordinance Adopting Amendments to City Code

**Description:** Update Specific Water Right Requirements for Development

---

### **A. Topic:**

This item is for the approval of an ordinance adopting amendments to Saratoga Springs City Code specifying water right requirements for development and to start the process of updating the Drinking Water System Impact Fees to reflect new requirements.

### **B. Background:**

As required by Utah Code 19-4-114, the Utah Division of Drinking Water (DDW) sent a letter on March 31, 2020 establishing new system specific sizing standards for Saratoga Springs City's (City) drinking water storage and water sources based on actual usage. Hansen, Allen & Luce (HAL) evaluated DDW's analysis and prepared the attached memorandum.

### **C. Analysis:**

The attached memorandum has the following conclusions:

- The historical water use data used by DDW is correct.
- The methodology used by DDW follows the requirements of 19-4-114.
- The DDW minimum sizing standard for Peak Day Source Demand includes a 29% variability.
- The DDW sizing standard for Average Annual Demand includes a 14% variability but it is recommended that additional anticipated water usage be added to the DDW sizing standard for the reduced level of service.
- The DDW sizing standard for Equalization Storage also includes the 14% variability but does not include emergency storage. Emergency storage is included in the 2017 Master Plan and is recommended in Utah Code R309-510-8 for sizing storage.
- The DDW sizing standard for Fire Storage matches what was included in the 2017 Master Plan with coordination with the City Fire Marshal.

Outlined in the table below is a summary of the Previous DDW minimum standards, the current level of service, the new DDW minimum standards specifically calculated for Saratoga Springs, and the recommended level of service. The Peak Day Source Demand standard is to make sure the sources can meet the peak volume of the highest water demand day of the year. The Average Annual Demand is to make sure the system has enough total source supply volume for the year. The Equalization Storage is to make sure there is enough storage volume to meet peak demands above the average source volume supplied by the sources. The Fire Storage is to make sure there is enough storage volume to meet fire suppression demands on the day of peak water demand.

**DRINKING WATER SOURCE SIZING STANDARDS COMPARISON**

	<b>Previous DDW Minimum Standard</b>	<b>Current Level of Service</b>	<b>DDW System Specific Minimum Standard</b>	<b>Recommended Level of Service</b>
Peak Day Source Demand	800 gal/ERC	400 gal/ERC (800 with pump redundancy)	375 gal/ERC	375 gal/ERC (750 with pump redundancy)
Average Annual Demand	0.45 ac-ft/ERC	0.45 ac-ft/ERC	0.24 ac-ft/ERC	0.3 ac-ft/ERC
Equalization Storage	400 gal/ERC	400 gal/ERC	211 gal/ERC	267 gal/ERC
Fire Storage	2,180,000	2,180,000	2,180,000	2,180,000

**D. Fiscal Impact:**

\$20,000 for a drinking water impact fee update out of the drinking water impact fee fund.

**E. Recommendations**

1. Adopt ordinance to reduce the specific water right requirement for development from 0.45 acre-feet per ERC to 0.3 acre-feet per ERC in City Code 8.01.06.
2. Adopt ordinance to begin the process of updating the drinking water system impact fee with the proposed changes in the HAL memorandum.

---

DATE: April 9, 2020

TO: Jeremy Lapin, P.E.  
Public Works Director  
Saratoga Springs City  
213 North 900 East  
Saratoga Springs, UT 84045

FROM: Steven C. Jones, M.S., P.E.  
Hansen, Allen & Luce, Inc. (HAL)  
859 W South Jordan Parkway  
South Jordan, Utah 84095

SUBJECT: Drinking Water System-Specific Minimum Sizing Study

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## Executive Summary

As required by Utah Code 19-4-114, the Utah Division of Drinking Water (DDW) sent a letter on March 31, 2020 establishing new system specific sizing standards for Saratoga Springs City's (City) drinking water storage and water sources. Hansen, Allen & Luce (HAL) evaluated DDW's analysis and present the following conclusions and recommendations:

### CONCLUSIONS:

- The historical water use data used by DDW is correct.
- The methodology used by DDW follows the requirements of 19-4-114.
- The DDW minimum sizing standard for Peak Day Source Demand includes a 29% variability.
- The DDW sizing standard for Average Annual Demand includes a 14% variability but it is recommended that additional anticipated water usage be added to the DDW sizing standard for the reduced level of service.
- The DDW sizing standard for Equalization Storage also includes the 14% variability but does not include emergency storage. Emergency storage is included in the 2017 Master Plan and is recommended in Utah Code R309-510-8 for sizing storage.
- The DDW sizing standard for Fire Storage matches what was included in the 2017 Master Plan with coordination with the City Fire Marshal.

### RECOMMENDATIONS:

1. **Reduce** the level of service for **Peak Day Source Demand 7%** to **375** gallons/ERC/day but maintain the pump redundancy level of service recommended in the master plan and DDW.
2. **Reduce** the level of service for **Average Annual Demand 33%** to 97,700 gallons/year/ERC, 267 gallons/day/ERC, and **0.3** acre-feet/year/ERC.
3. **Reduce** the level of service for **Equalization Storage 33%** to **250** gallons/ERC. In addition to equalization storage, maintain level of service for Emergency Storage of 100 gallons/ERC.
4. **Maintain** the level of service for **Fire Storage**.

Outlined in **Table 1** below is a summary of the Previous DDW minimum standards, the current level of service, the new DDW minimum standards specifically calculated for Saratoga Springs, and the recommended level of service presented in this memorandum. The Peak Day Source Demand standard is to make sure the sources can meet the peak volume of the highest water demand day of the year. The Average Annual Demand is to make sure the system has enough total source supply volume for the year. The Equalization Storage is to make sure there is enough storage volume to meet peak demands above the average source volume supplied by the sources. The Fire Storage is to make sure there is enough storage volume to meet fire suppression demands on the day of peak water demand.

**TABLE 1  
DRINKING WATER SOURCE SIZING STANDARDS**

	<b>Previous DDW Minimum Standard</b>	<b>Current Level of Service</b>	<b>DDW System Specific Minimum Standard</b>	<b>Recommended Level of Service</b>
Peak Day Source Demand	800 gal/ERC	400 gal/ERC (800 with pump redundancy)	375 gal/ERC	375 gal/ERC (750 with pump redundancy)
Average Annual Demand	0.45 ac-ft/ERC	0.45 ac-ft/ERC	0.24 ac-ft/ERC	0.3 ac-ft/ERC
Equalization Storage	400 gal/ERC	400 gal/ERC	211 gal/ERC	267 gal/ERC
Fire Storage	2,180,000	2,180,000	2,180,000	2,180,000

A responsible level of service for Average Annual Demand and Equalization Storage 33% lower (0.3 ac-ft/ERC) than the current level of service rather than 46% lower (0.24 ac-ft/ERC) is recommended to account for the following:

- Higher usage and variability - 2019 annual volume water use is higher than the three previous years used to calculate the standard. It is recommended that the level of service be set high enough to avoid needing to raise the level of service. (0.01 ac-ft/ERC)
- Water Loss – Currently the water system is new and water loss is low. Water loss will go up as the system ages and as more length of pipe is installed. (0.015 ac-ft/ERC)
- Water Quality Flushing – The City completed a flushing plan last year to help resolve water quality issues related to well water and issues related to the mixing of wholesale water with the well water. It is recommended the City include enough water in the level of service to complete yearly flushing. (0.01 ac-ft/ERC)
- Drought Contingency – The secondary water system is reliant on secondary storage water rights in Utah Lake. It is recommended that a responsible amount drought contingency water is included in the level of service in the event Utah Lake water is not available in the secondary system due to drought or algae bloom. (0.02 ac-ft/ERC)
- Fire Suppression – It is recommended that fire suppression water be included in the level of service to account for fire suppression water, fire flow tests, and fire hydrant testing. (0.005 ac-ft/ERC)

## **PURPOSE OF MEMO**

Per Utah Code 19-4-114, Source and Storage Minimum Sizing Requirements for Public Water Systems, for a public water system serving a population greater than 3,300 DDW shall establish specific sizing standards established by the Utah Division of Drinking Water (DDW) based on three years of reported water use data, or the results of an engineering study. On March 31, 2020 DDW established new sizing standards for the City; these standards were based on the last three years of water use data. The letter from DDW and the established standards are included as **Attachment 1: DDW Saratoga Springs Minimum Sizing Standards**.

Hansen, Allen, & Luce (HAL) has worked closely with city public works staff to make certain the submitted water use data was accurate and submitted by the due date of March 1, 2019. HAL has analyzed the DDW methodology used to determine the Saratoga Springs City minimum specific sizing standards and concurs with the conclusion of DDW for minimum drinking water standards for Saratoga Springs City.

This memorandum documents the data and methodology used to confirm the DDW calculations for minimum sizing standards. In addition, this memo also documents HAL's recommended level of service source and storage taking the new DDW system specific sizing standards and the City's latest master plan dated July 2017.

## **CONFIRMATION OF DDW CALCULATIONS TO MEET UTAH CODE 19-4-114**

### **Background**

Saratoga Springs City produces drinking water from several wells and purchases wholesale water from Central Utah Water Conservancy District (CUWCD). The Utah Division of Water Rights (DWRi) requires an annual report of water produced and consumed by drinking water and irrigation water systems. Within this reporting format water purchased from CUWCD is referred to as "wholesale water." In addition, when the City delivers water from its drinking water system to the City's own secondary irrigation system the report format also refers to this delivery mechanism as "wholesale water" deliveries, because water is delivered from one system to another system with separate reporting requirements.

Metered water production and billing data have been extensively evaluated during this effort and are used herein to evaluate the minimum sizing standards prepared by the Division of Drinking Water for the Saratoga Springs City drinking water system. The past three years of water use data (2016-2018) were extensively reviewed and found acceptable for purposes of establishing minimum sizing requirements.

### **Available data**

Saratoga Springs City records drinking water and pressure irrigation water used with customer-side connections and bills customers for their water use. The billing reports obtained from Saratoga Springs included monthly totals of drinking water use separated into eight categories: Agriculture, Church/Schools, City Owned, Commercial, Contractor, HOA, Multi-family, and Residential. These were consolidated further into four categories to report use to the State: Residential (Residential), Commercial (Commercial and contractor, HOA, Multi-family), Industrial (Agricultural), and Institutional (Church/Schools, City Owned).

Saratoga Springs City has meters on each of its drinking water sources. City personnel read these meters each month and keep careful manual and electronic records of production on a monthly basis. Saratoga Springs City also uses a SCADA system to track water production. The SCADA system was

used to determine peak day flows in 2018. However, the SCADA system does not readily provide historical data for 2016 and 2017. HAL worked with the City to find and submit correct data to the Division of Water Rights (DWRi).

**Equivalent Residential Connections**

In order to have common means of projecting water use for future needs DDW has established use of the water demand unit known as the Equivalent Residential Connection (ERC). An ERC is equal to a typical residential connection. However, commercial, industrial, irrigation, or public water uses are not likely to be equal to a residential connection. Prior to Utah Code 19-4-114 DDW’s rules required 800 gallons per ERC per day for source water supplies. DDW’s prior rules required 400 gallons per ERC per day for water storage.

In **Table** below the Equivalent Residential Connection (ERC) count is compared with the Residential Connection (RC) count for Saratoga Springs City at the end of years 2016 through 2018. Saratoga Springs City had a total of **10,221 ERCs** at the end of 2018. Residential connection count was calculated from the data provided by the city. Saratoga Springs City had a total of **8,494 Residential Connections** at the end of 2018.

**TABLE 2  
EQUIVALENT RESIDENTIAL CONNECTIONS (ERC) AND RESIDENTIAL CONNECTIONS (RC)**

<b>Year</b>	<b>Equivalent Residential Connections (ERCs)</b>	<b>Residential Connection (RC)</b>
2016	7,514	7,148
2017	8,087	7,656
2018	10,221	8,494

**Historical Quantity of Non-Revenue Water**

The definition of non-revenue water means water that is produced or purchased and conveyed into a water system and either used or lost without charging for the use or loss. Because water systems commonly charge for all water that is delivered to a customer through a meter a synonym for Non-Revenue Water is Non-Metered Water. Examples of Non-Revenue Water that is used but not metered includes flushing to maintain water quality, hydrant flow tests, illegal deliveries from fire hydrants, fire suppression or any City use which where the water does not first go through a flow meter. Another category of Non-Revenue Water is losses from the system; losses includes water lost from leaking pipelines or evaporation from water storage tanks. It is good practice to a water system to track its Non-Revenue Water.

The quantity of Saratoga Springs City Non-Revenue water data for years 2016 through 2018 is provided in **Table** below.

**TABLE 3  
SARATOGA SPRINGS CITY NON-REVENUE WATER**

Year	Production <sup>1</sup> (Ac-Ft)	Billing (Ac-Ft)	Irrigation Exports <sup>2</sup> (Ac-Ft)	Non-Revenue Quantity	Non-Revenue Percentage
2016	2,743.8	1,234.9	1,185.2	323.7	11.8
2017	2,613.5	1,310.6	1,038.9	264.0	10.1
2018	2,798.8	1,517.4	933.7	347.8	12.4

Saratoga Springs City quantity of non-revenue water was calculated for the years 2016-2018.

- Non-Revenue Quantity is calculated as follows:
  - $Non\text{-}Revenue\ Quantity = Production - Use - Irrigation\ Exports\ (Wholesale\ Delivery)^3$
- Non-Revenue Percentage is calculated as follows:
  - $Water\ Loss\ Percentage = Non\text{-}Revenue\ Quantity / Production$

### **Peak Day Water Source Sizing Standard**

The Peak Day Source Demand standard is to make sure the sources can meet the peak volume of the highest water demand day of the year. DDW used data from 2016-2018 to determine the sizing standards. Peak month and daily data are in **Table 4** below.

**TABLE 4  
PEAK DAY SOURCE REQUIREMENT**

Year	Peak Month Production (ac-ft)	Peak Day Production (ac-ft)	Peak Day Production Date	Peak Month Irrigation Exports <sup>2</sup> (ac-ft)	Peak Day Irrigation Exports (ac-ft)	ERCs	Peak Daily Demand (gpd/ERC)
2016	477.6	18.03	July	300.2	11.33	7,514	291
2017	348.1	13.14	August	199.2	7.52	8,088	227
2018	392.8	14.83	July 14	203.1	7.67	10,221	228

Peak Month Daily Demand is calculated as follows:

- *Peak Day Demand:*
  - 14.84 Acre Feet
    - Subtract deliveries to Irrigation System

<sup>1</sup> This value includes water produced from Saratoga Springs drinking water wells and water purchased from Central Utah Water Conservancy District.

<sup>2</sup> The "Irrigation Exports" value represents water delivered from the City's drinking water system to its secondary irrigation system. The Division of Water Rights considers this a "wholesale" delivery.

<sup>3</sup> The Utah Division of Water Rights considers a delivery of water from one system to another system as a "Wholesale" delivery. Saratoga Springs City "delivers" drinking water to the City's secondary irrigation system.

- 14.84 – 7.67 = 7.17 Acre Feet/day
- 2,336,363 gallons/day
- Peak Day Demand per ERC
  - Peak Daily Demand = Peak Day Demand (gallons) / ERCs
  - Peak Daily Demand 2018 = 2,336,363 / 10,221 = 229 gallons/day/ERC
- Variability Factor is calculated as follows:
  - Variability Factor = 1 + [Highest Data Value] – [Lowest Data Value] / [Lowest Data Value]
  - Saratoga Springs Variability factor = 1 + [291] – [227] / [227] = 1.28
- Minimum Peak Day Source Requirement is calculated as follows:
  - Highest peak day value (gal/day/ERC) \* variability factor = Peak Day Source Requirement
  - Peak Day Source Requirement
    - 229 gal/day/ERC \* 1.28 = **372 gallons/day/ERC**

Based on data from 2016, the proposed peak day source requirement for the Saratoga Springs City Water System is **372 gallons per day per ERC**. The DDW calculation was 375 gallons per day per ERC. HAL recommends using the DDW calculation. 2019 peak day water use data is similar to previous years.

**Average Annual Demand and Equalization Storage Requirement**

The Average Annual Demand is to make sure the system has enough total source supply volume for the year. The Equalization Storage is to make sure there is enough storage volume to meet peak demands above the average source volume supplied by the sources. The equalization storage requirement per ERC is also the volume of water used by an ERC on an average day. Average Yearly Demand was calculated based on annual production data reported to the Utah Division of Water Rights. For Saratoga Springs “Irrigation Exports” represents the water Saratoga Springs City diverted from its drinking water system to supplement its pressurized irrigation system.

**Table** below is a summary of the production data for years 2016 through 2018 and the proposed equalization storage requirement. Below that is a description of the calculations, including a variability component of the sizing standards.

**TABLE 5  
AVERAGE ANNUAL DEMAND AND EQUALIZATION STORAGE REQUIREMENTS**

Year	Production (Ac-Ft)	Irrigation Exports <sup>4</sup> (Ac-Ft)	ERCs	Avg. Annual Demand (Ac-Ft/ERC)	Storage Requirement (gal/ERC)
2016	2,743.8	1,185.2	7,514	0.207	185
2017	2,613.5	1,038.9	8,087	0.195	174
2018	2,798.8	933.7	10,221	0.182	163

- Average Yearly Demand in Table 5 is calculated as follows:
  - Average Yearly Demand per ERC = (Production – Irrigation Exports) / ERCs
- Equalization Storage Requirement in Table 8 is calculated as follows:
  - Storage Requirement = [(Avg Yearly Demand per ERC) / (365 days/yr)]
  - Saratoga Springs 2018 Storage Requirement: 0.182 / 365 days = 163 gal/ERC
- Proposed Storage Requirement is calculated as follows:
  - Proposed Storage Requirement = Storage Requirement \* Variability Factor
- Variability Factor
  - Variability factor = 1 + [Highest Data Value] – [Lowest Data Value] / [Lowest Data Value]
  - Saratoga Springs Variability factor = 1 + [185] – [163] / [163] = 1.14
- Equalization Storage Requirement
  - Equalization Storage Requirement = Highest Data Value \* Variability Factor (gal/ERC)
  - Equalization Storage Requirement = 185 gal/ERC \* 1.14 = 211 gal/ERC

A responsible level of service for Average Annual Demand and Equalization Storage 33% lower (0.3 ac-ft/ERC) than the current level of service rather than 46% lower (0.24 ac-ft/ERC) is recommended to account for the following:

- Higher usage and variability - 2019 annual volume water use is higher than the three previous years used to calculate the standard. It is recommended that the level of service be set high enough to avoid needing to raise the level of service. A level of service of 0.01 ac-ft/ERC is proposed based on the increase in metered demand from 2018 to 2019 of 0.02ac-ft/ERC.
- Water Loss – Currently the water system is new and water loss is low. Water loss will go up as the system ages and as more length of pipe is installed. A level of service of 0.015 ac-ft/ERC is recommended for water loss based on an allotment of a 5% water loss increase (0.3 x 5%)
- Water Quality Flushing – The City completed a flushing plan last year to help resolve water quality issues related to well water and issues related to the mixing of wholesale water with the well water. It is recommended the City include enough water in the level of service to complete

<sup>4</sup> The “Irrigation Exports” value is considered a “Wholesale” delivery by the Division of Water Rights.

yearly flushing. A level of service of 0.01 ac-ft/ERC is recommended based on water use data from 2019 indicating the City flushed 0.02 ac-ft/ERC.

- **Drought Contingency** – The secondary water system is reliant on secondary storage water rights in Utah Lake. It is recommended that a responsible amount drought contingency water is included in the level of service in the event Utah Lake water is not available in the secondary system due to drought or algae bloom. A level of service of 0.02 ac-ft/ERC is recommended which would give each household 5 days of irrigation of the drinking water system per year or to supplement over a longer period of time.
- **Fire Suppression** – It is recommended that fire suppression water be included in the level of service to account for fire suppression water, fire flow tests, and fire hydrant testing by the fire department. The recommended level of service is 0.005 ac-ft/ERC based on the 0.02 ac-ft/ERC 2019 measured flushing of which 0.01 ac-ft/ERC is assumed for water quality flushing and the City indicated the fire department conducted fire hydrant testing in 2019 accounting for a portion of the remaining 0.01 ac-ft/ERC.

The total additional recommended level of service is 0.06 ac-ft/ERC which accounts for the difference between 0.24 ac-ft/ERC and the recommended 0.3 ac-ft/ERC.

The DDW Equalization Storage Standard does not include emergency storage. Emergency storage is included in the 2017 Master Plan and is recommended in Utah Code R309-510-8 based on a risk assessment and desired degree of system dependability for sizing storage. It is recommended that the City define a level of service for Emergency Storage of 100 gallons/ERC.

## **ADDITIONAL WATER STORAGE FOR OPERATIONAL NEEDS**

### **Water Storage for Fire Suppression**

The volume of water storage for fire suppression has been determined by the City's Fire Marshall based on the requirements in the International Fire Code (IFC) and a practical evaluation of the City's Land Use Plan. There are two main criteria of fire flow volumes required in the City, as follows:

- Commercial:
  - Up to 4,000 gpm for two hours: 480,000 gallons (0.48 MG)
- Residential
  - Up to 1,500 gpm for two hours: 180,000 gallons (0.18 MG)

The commercial developments are anticipated to occur in Pressure Zones 1 and 2 North. These two pressure zones have been designed with adequate storage and capacity to provide for the fire suppression flow scenario described above. The IFC allows for a reduction in fire flow requirements with use of certain more fire-resistant building materials and internal fire suppression sprinkler systems. New commercial developments in the City will need to design their facilities in compliance with the IFC. Residential development is anticipated within the remainder of the City. If other types of developments are to occur outside of Pressure Zone 1 and 2 North, these developments will need to be design in compliance with the IFC and the City fire marshal.

The appropriate volume of fire suppression storage required for the City in each water pressure zone based on the appropriate flow rate and volume anticipated in each pressure zone is presented in the 2017 Master Plan. The existing Fire Storage volume was calculated to be 2,180,000 gallons.

## **ATTACHMENTS**

1. Attachment 1: DDW Saratoga Springs Minimum Sizing Standards
2. Attachment 2: Utah Source and Storage Minimum Requirements Utah Code 19-4-114
3. Attachment 3: DWRi Annual Reporting Requirements Utah Administrative Code R655-17-3
4. Attachment 4: DWRi 2019 Saratoga Springs Annual Report
5. Attachment 5: DDW Annual Report Requirements Utah Administrative Code R309-105-15

ATTACHMENT 1

DIVISION OF DRINKING WATER

SARATOGA SPRINGS CITY

SYSTEM-SPECIFIC MINIMUM SIZING STANDARDS

March 31, 2020



State of Utah

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

Department of  
Environmental Quality

L. Scott Baird  
*Executive Director*

**DIVISION OF DRINKING WATER**

Marie E. Owens, P.E.  
*Director*

March 31, 2020

George B. Leatham  
Saratoga Springs City  
1307 North Commerce Drive  
Saratoga Springs, Utah 84045

Subject: **System-Specific Minimum Sizing Standards**  
Saratoga Springs City, System #25138, File #11604

Dear Mr. Leatham:

Based on the water use data submitted to the Division of Water Rights (DWRi) the following system-specific minimum sizing standards have been set for Saratoga Springs:

**Peak Day Source Demand (gal/day/ERC) – 375 gal/day/ERC**

**Average Annual Demand (gal/yr/ERC) – 77,057 gal/yr/ERC**

**Equalization Storage (gal) – 211 gal**

**Fire Storage (gal) – 2,180,000 gal**

These standards are effective as of the date of this letter. A summary of the water use data and calculations used to set the minimum sizing standards is attached for your reference. The Division plans to reevaluate these standards every 3 years, or upon request.

### **Water System Background**

Saratoga Springs City has a population of approximately 33,000 with an estimated 10,221 equivalent residential connections (ERCs).

### **Minimum Sizing Standard Background**

Per Utah Code 19-4-114, the information needed for the Division of Drinking Water (the Division) to set system-specific minimum sizing standards may be based on water use data submitted to the Division of Water Rights (DWRi), or alternatively, a community water system can submit an engineering study to the Division if the water system's water use data is not representative of future use or the water system does not yet have actual water use data.

Actual water use data was available through DWRi and an engineering study was not submitted to the Division for review. Therefore, the Division analyzed the submitted DWRi water use data and sent a draft summary of the resulting system-specific minimum sizing standards to your office on February 10, 2020. The Division allowed for 30 days for your water system to review the draft system-specific minimum sizing. Your office replied on February 10, 2020 to verify the draft sizing standards are representative; therefore, the Division is setting system-specific minimum sizing standard for Saratoga Springs City.

### **Water Use Data Definitions**

*Peak Day Source Demand* is the total flow into a public water system to meet the demand of the water system on the day of highest water consumption in a calendar year.

*Average Annual Demand* is the total quantity of drinking water flowing into a public water system within a calendar year.

*Total Equivalent Residential Connections (ERCs)* term represents the number of residential service connections and the number of equivalent residential connections for non-residential connections (commercial, industrial, institutional connections).

*Minimum Equalization Storage* requirement is a volume that is equivalent to the amount of water needed to meet the average day culinary demand for public water systems. Equalized storage per ERC is calculated by dividing the Average Annual Demand per ERC data by the number of operational days in a year.

*Fire Storage* was set based on information from the Master Plan dated July 19, 2018, where the Local Fire Authority provided fire storage requirements.

### **Storage Capacity**

Based on your systems storage facilities and the storage minimum sizing requirement established in this letter, your system is compliant with the minimum storage capacity requirements.

### **Source Capacity**

The Division is missing source safe yield documentation for Well #2 and Well #3 (identified as WS002 and WS003 in our database). A safe yield is based on three years of source daily flow data for a spring [R309-515-7(5)(b)] and an aquifer drawdown test for a well [R309-515-6(10)(c)]. Work with the Division to get these source safe yields established so that an accurate source capacity analysis can be done.

George B. Leatham  
Page 3  
March 31, 2020

If you have any questions regarding this letter, please contact Lisa Nelson, of this office, at (801) 608-2108, or Nathan Lunstad, Engineering Manager, at (385) 239-5974.

Sincerely,



Nathan Lunstad, P.E.  
Engineering Manager

LCN/nl/mdb

Enclosures: Utah Department of Environmental Quality Division of Drinking Water Minimum Sizing Standards Summary Report

cc: Jason Garrett, Utah County Health Department, [jasong@utahcounty.gov](mailto:jasong@utahcounty.gov)  
Steve Jones, Hanson Allen & Luce, [sjones@hansenallenluce.com](mailto:sjones@hansenallenluce.com)  
George B. Leatham, Saratoga Springs City, [gleatham@saratogaspringscity.com](mailto:gleatham@saratogaspringscity.com)  
Lisa Nelson, Division of Drinking Water, [lnelson@utah.gov](mailto:lnelson@utah.gov)  
Coy Porter, Office of the State Fire Marshal, [coyporter@utah.gov](mailto:coyporter@utah.gov)

DDW-2020-007362



# Utah Department of Environmental Quality

## Division of Drinking Water

### Minimum Sizing Standards

<b>SARATOGA SPRINGS CITY</b>	<b>PWS ID: UTAH25138</b>
------------------------------	--------------------------

LEATHAM, GEORGE B 402 WEST CINNAMON CIR SARATOGA SPRINGS, UT 84045 Phone: 801-766-6506 Emergency Phone: GLEATHAM@SARATOGASPRINGSCITY.COM	System Type: Community Population: 13,000
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#### MINIMUM SIZING STANDARD

Date Standard Effective: <b>02/10/2020</b>
Peak Day Source Demand Per ERC (gal/day): <b>375</b>
Average Annual Demand Per ERC (gal/year): <b>77,057</b>
Equalization Storage Per ERC (gal/day): <b>211</b>

#### MINIMUM SIZING STANDARD CALCULATIONS Variability Factor

Data from these reporting years: 2016 to 2018			
Max Peak Day Source Demand Per ERC (gal/day):	291	x 29% =	375
Max Average Annual Demand Per ERC (gal/day):	67,594	x 14% =	77,057
Max Equalization Storage Per ERC (gal/day):	185	x 14% =	211

#### DWRi WATER USE DATA REPORTED

Data Year	Peak Day Source Demand (gal/day)	Average Annual Demand (gallons)	ERCs	Peak Demand per ERC (gal/day)	Avg Annual Demand per ERC (gal/year)	Equalization Storage per ERC (gal/day)	Op Days
2018	2,423,175	607,745,509	10,221	237	59,460	163	365
2017	1,831,283	513,153,419	8,087	226	63,454	174	365
2016	2,183,202	507,904,163	7,514	<b>291</b>	<b>67,594</b>	<b>185</b>	365
Variability			<b>36%</b>	<b>29%</b>	<b>14%</b>		

Data Year	Peak Month Average (gal/day)	Peak Month Average per ERC (gal/day)	Ratio of PD/ERC to Peak Month Avg/ERC
2018	2,052,861	201	1.2
2017	1,881,036	233	1.0
2016	1,957,725	261	1.1

## CAPACITY CALCULATIONS FOR STORAGE

STORAGE CALCULATION	
Equalization Storage per ERC (gal):	211
Existing Storage (gal):	4,170,000
ERCs:	10,221
Required Storage w/o Fire Flow (gal):	2,156,631
Fire Flow (gpm):	2,000
Duration (hr):	2
Required Fire Storage (gal)	240,000
Required Storage w/Fire (gal)	2,396,631
Storage Deficiency:	0 0.0%
<b>No Storage Deficiency</b>	

## SYSTEM STORAGE AND SOURCE INVENTORY

SYSTEM STORAGE DETAILS			SYSTEM SOURCE DETAILS		
ST003	2 MG ZONE 1 TANK1	750,000 MGA	WS001	DISTRICT WELL 1	1,000 GPM
ST004	1.2 MG ZONE 2 TANK 3	2,000,000	WS002	WELL #2	0 GPM
ST005	ZONE 1 TANK 5	3,000,000	WS003	WELL #3	0 GPM
ST006	ZONE 3 TANK 4	1,200,000	WS004	WELL #6	900 GPM
ST002	ZONE 2 TANK 2	2,000,000	WS007	WELL #4	1,000 GPM
ST007	ZONE 3 TANK 7	2,000,000 GAL	WS008	UTAH25112 CENTRAL UTAH WCD-	0 GPM
ST001	ZONE 2 TANK 6	3,000,000	<b>Source Totals:</b>		
ST008	ZONE 3 TANK 10	1,420,000 GAL	<b>2,900 GPM</b>		
<b>Storage Totals:</b>		<b>15,370,000 GAL</b>			

## ATTACHMENT 2

### SOURCE AND STORAGE MINIMUM SIZING REQUIREMENTS

#### UTAH CODE

TITLE 19 – Environmental Quality Code

CHAPTER 4 – Safe Drinking Water Act

## UTAH Code 19-4-114

### Title 19 - Environmental Quality Code Chapter 4 - Safe Drinking Water Act

#### 19-4-101 Short title.

This chapter is known as the "Safe Drinking Water Act."

Renumbered and Amended by Chapter 112, 1991 General Session

#### 19-4-102 Definitions.

As used in this chapter:

- (1) "Board" means the Drinking Water Board appointed under Section 19-4-103.
- (2) "Community water system" means a public water system that serves residents year-round.
- (3) "Contaminant" means a physical, chemical, biological, or radiological substance or matter in water.
- (4) "Director" means the director of the Division of Drinking Water.
- (5) "Division" means the Division of Drinking Water, created in Subsection 19-1-105(1)(b).
- (6)
  - (a) "Groundwater source" means an underground opening from or through which groundwater flows or is pumped from a subsurface water-bearing formation.
  - (b) "Groundwater source" includes:
    - (i) a well;
    - (ii) a spring;
    - (iii) a tunnel; or
    - (iv) an adit.
- (7) "Maximum contaminant level" means the maximum permissible level of a contaminant in water that is delivered to a user of a public water system.
- (8)
  - (a) "Public water system" means a system providing water for human consumption and other domestic uses that:
    - (i) has at least 15 service connections; or
    - (ii) serves an average of 25 individuals daily for at least 60 days of the year.
  - (b) "Public water system" includes:
    - (i) a collection, treatment, storage, or distribution facility under the control of the operator and used primarily in connection with the system; and
    - (ii) a collection, pretreatment, or storage facility used primarily in connection with the system but not under the operator's control.
- (9) "Retail water supplier" means a person that:
  - (a) supplies water for human consumption and other domestic uses to an end user; and
  - (b) has more than 500 service connections.
- (10) "Supplier" means a person who owns or operates a public water system.
- (11) "Wholesale water supplier" means a person that provides most of that person's water to a retail water supplier.

*[for brevity paragraphs 103-113 have been deleted]*

## 19-4-114 Source and storage minimum sizing requirements for public water systems.

(1)

(a) Except as provided in Subsection (1)(b) and upon submission of plans for a substantial addition to or alteration of a community water system, the director shall establish system-specific source and storage minimum sizing requirements for a community water system serving a population of more than 3,300 based on at least the most recent three years of a community water system's actual water use data submitted in accordance with Subsections 19-4-104(1)(c)(iv) and (v).

(b) If the water use data required under Subsection 19-4-104(1)(c)(iv) is not available to the division, or if the community water system determines that the data submitted does not represent future system use, the director may establish source and storage minimum sizing requirements for the community water system based on:

- (i) an engineering study submitted by the community water system and accepted by the director; or
- (ii) at least three years of historical water use data that is:
  - (A) submitted by the community water system; and
  - (B) accepted by the director.

(c) A community water system serving a population of more than 3,300 shall provide the information necessary to establish the system-specific standards described in this Subsection (1) by no later than March 1, 2019.

(2)

(a) By no later than October 1, 2023, and except as provided in Subsection (2)(b), the director shall establish system-specific source and storage minimum sizing requirements for a community water system serving a population of between 500 and no more than 3,300 based on at least the most recent three years of a community water system's actual water use data submitted in accordance with Subsections 19-4-104(1)(c)(iv) and (v).

(b) If the water use data required under Subsection 19-4-104(1)(c)(iv) is not available to the division, or if the community water system determines that the data submitted does not represent future system use, the director may establish source and storage minimum sizing requirements for the community water system based on:

- (i) an engineering study submitted by the community water system and accepted by the director; or
- (ii) at least three years of historical water use data that is:
  - (A) submitted by the community water system; and
  - (B) accepted by the director.

(c) A community water system serving a population of between 500 and no more than 3,300 shall provide the information necessary to establish system-specific standards described in this Subsection (2) by no later than March 1, 2023.

(3) The director shall establish system-specific source and storage minimum sizing requirements for a community water system serving a population of fewer than 500 based on:

- (a) at least the most recent three years of a community water system's actual water use data submitted to the division and accepted by the director;
  - (b) an engineering study submitted by the community water system and accepted by the director;
  - (c) standards, comparable to those of established community water systems, as determined by the director;
- or
- (d) relevant information, as determined by the director.

(4) The director shall:

- (a) for community water systems described in Subsection (3), establish a schedule to transition from statewide sizing standards to system-specific standards;
- (b) establish minimum sizing standards for public water systems that are not community water systems;
- (c) provide for the routine evaluation of changes to the system-specific standards; and
- (d) include, as part of system-specific standards, necessary fire storage capacity in accordance with the state

fire code adopted under Section 15A-1-403 and as determined by the local fire code official.

(5) The director may adjust system-specific sizing standards, established under this section for a public water system, based on information submitted by the public water system addressing the effect of any wholesale water deliveries or other system-specific conditions affecting infrastructure needs.

(6) A wholesale water supplier is exempt from this section if the wholesale water supplier serves:

(a) a total population of more than 10,000; and

(b) a wholesale population that is 75% or more of the total population served.

Repealed and Re-enacted by Chapter 5, 2018 Special Session 2

ATTACHMENT 3

DIVISION OF WATER RIGHTS

ANNUAL REPORTING REQUIREMENT

Utah Administrative Code

R655-17-3

**R655. Natural Resources, Water Rights.**

**R655-17. Water Use Data Reporting and Verification.**

**R655-17-1. Scope and Purpose.**

These rules are issued pursuant to Utah Code Section 73-2-1(5)(b), 73-5-4, and 73-5-8 which provides that the Division of Water Rights shall adopt rules that specify what water use data a person shall report and how the Division of Water Rights shall validate data submitted.

**R655-17-2. Definitions.**

"Certified Operator" means a person who operates, repairs, maintains, and is directly employed by or an appointed volunteer for a public drinking water system that is certified under Rule R309-300.

"Professional Engineer" is a professional engineer, licensed in Utah, retained to operate, repair, and maintain a public drinking water system.

"Public Water Supplier" is a system that meets the criteria under section 19-4-102(7) of the Utah Code.

"Telemetry" is an automated communications process by which measurements or data are collected at one location and transmitted electronically to receiving equipment for monitoring.

"Water Use Data Form" is the title of the report sent to water users annually requesting water use data.

"Water User" is an individual or group using water from any river system or water source in the State.

**R655-17-3. Annual Water Use Report Collection.**

3.1 Annually the Utah Division of Water Rights may request a Public Water Supplier or a Water User report to the Division:

3.1.1 the nature of any water use;

3.1.2 the area on which water was used;

3.1.3 the quantity of water diverted;

3.1.4 the quantity of water used;

3.1.5 the number of connections to which water is provided;

3.1.6 all water sources including water purchased from other systems;

3.1.7 the quantity of water wholesaled; and

3.1.8 water elevations on wells or tunnels.

3.2 The Utah Division of Water Rights shall send a request (Utah Water Use Data Form) for data the following calendar year of the water use either by mail or electronically.

3.3 The Water User shall return the Utah Water Use Data Form to the State within the timeframe stated upon the request, which shall not be less than 30 days.

3.4 If the Water User is a Public Water Supplier then the Certified Operator or Professional Engineer shall sign and provide their certification or license number attesting to the accuracy of the data reported on the Utah Water Use Data Form.

**R655-17-4. Annual Water Use Report Validation.**

4.1 The Utah Division of Water Rights may validate the data reported on the Utah Water Use Data Form by making further inquiries or conducting a site visit.

4.2 Utah Division of Water Rights staff may require systems to make the controlling works, measuring devices, points of diversions, and distribution facilities accessible for inspection.

4.3 If a Public Water Supplier does not return the Water Use Data Form or knowingly reports inaccurate data the system will be reported to the Division of Drinking Water.

**R655-17-5. Other Data Requests.**

5.1 Every person using water from any river system or water source, when requested by the Utah Division of Water Rights at any time, shall within 30 days after such request report to the state engineer in writing:

5.1.1 the nature of any water use;

5.1.2 the area on which water is being used;

5.1.3 the source and quantity of all water diverted; and

5.1.4 water elevations on wells or tunnels.

5.2 To facilitate the collection of water use data, the state engineer may require a water user install telemetry equipment on any measurement required under 73-5-4 in circumstances where conflicts among water users has been demonstrated.

5.3 The State Engineer shall approve:

5.3.1 the design of the telemetry equipment; and

5.3.2 the method for reporting the data to the State Engineer.

5.4 If a water user refuses or neglects to install or maintain telemetry equipment or refuses or neglects to report the measurements or data to the State Engineer, the State Engineer may:

5.4.1 forbid the use of water until the user complies with the State Engineer's requirements; and

5.4.2 commence enforcement proceedings authorized by Section 73-2-25.

**KEY: water use, reporting, verification**

**Date of Enactment or Last Substantive Amendment: October 12, 2016**

**Authorizing, and Implemented or Interpreted Law: 73-2-1(5)(b); 73-5-4; 73-5-8**

ATTACHMENT 4

SARATOGA SPRINGS CITY

2019 DIVISION OF WATER RIGHTS ANNUAL REPORT



# Public Water Supplier Information

[Old System View](#)

- [View Reports](#)
- [View Sources Map](#)
- [Show Inactive Sources](#)
- [Print/View PDF](#)
- [Quit System](#)

## System Summary

System Name: **Saratoga Springs City (Culinary)**  
 Address: 1307 North Commerce Drive, Suite 200  
 City: Saratoga Springs State: UT Zip: 84045  
 Business Phone: (801) 766-9793 Ext: 205  
 Email Address: gleatham@saratogaspringscity.com  
 Supervisor Name: George Leatham  
 Title: Manager  
 Entry Person: George Leatham  
 County: Utah  
 System ID: 1444

## System Comments

(2008) 9-25-08, Met with Matt Allinson of Saratoga Springs Public Works and John Briem of Utah Lake Jordan River Regional Office at the Saratoga Springs Public Works Shop. We discussed the numerous points of diversion that are currently on file with the Water Use Program. Mr. Allinson stated that they use six wells on the east side of the Jordan River. He provided a map which identifies the points by number.MBH.

09/06/2016 Lfq: For the year 2011 to 2015, the information in the "OTHER" category represents SECONDARY WATER.

## General System Info

Year	Date Received	Population
2018	6/14/2019	33000
2017	6/21/2018	31150
2016	4/24/2017	31000
2015	6/2/2016	25540
2014	1/8/2015	0
2013	6/27/2016	0
2012	7/24/2013	0
2011	6/24/2016	0
2007	1/23/2008	15000
2006	1/29/2007	0
2005	1/11/2006	0
2004	8/8/2005	7711
2002	3/10/2003	5000
2000	3/26/2001	1481

**Annual Retail Connection Info** (Not Avail: means that at least one of the values needed to calculate ERC is 0)

Year	Residential	Commercial	Industrial	Institutional	Stock	Wholesale	Other	Unmetered	Total	ERC Value
2018	8494	193	3	42	--	--	--	--	8732	10221.00
2017	7656	84	0	34	--	--	--	--	7774	8087.00
2016	7148	80	0	32	0	0	0	0	7260	7514.00
2015	7319	48	0	32	0	0	5229	0	12628	23756.12
2014	5786	87	0	24	0	0	5769	0	11666	12856.78
2013	5537	88	0	24	0	0	5603	0	11252	8912.12
2012	4961	44	0	24	0	0	4886	0	9915	8245.61
2011	4247	40	0	24	0	0	4157	0	8468	6349.48
2007	0	0	0	0	0	0	0	0	0	Not Avail
2006	0	0	0	0	0	0	0	0	0	Not Avail
2005	0	0	0	0	0	0	0	0	0	Not Avail
2004	2048	0	0	0	0	0	0	0	2048	3020.78
2002	1247	0	0		0	0	1	0	1248	1843.91
2000	478	0	0		0	0	0	0	478	478.00

## Annual Use Info (Displayed in Acre Feet)

Year	Residential	Commercial	Industrial	Institutional	Stock	Wholesale	Other	Unmetered	Total (ACFT)	Method of Measurement
2018	1,261.00	216.00	0.25	40.13	0.00	0.00	0.00	0.00	1,517.38	estimate
2017	1,240.68	11.05	0.00	58.88	0.00	0.00	0.00	0.00	1,310.61	meter
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	meter
2015	1,174.43	38.35	0.39	22.68	0.00	0.00	2,576.14	0.00	3,811.99	meter
2014	1,087.99	76.88	0.55	20.70	0.00	0.00	1,231.45	0.00	2,417.57	
2013	1,116.54	58.52	0.41	23.63	0.00	0.00	598.03	0.00	1,797.13	
2012	980.90	54.12	0.37	23.71	0.00	0.00	571.24	0.00	1,630.34	
2011	907.30	50.41	0.20	21.45	0.00	0.00	377.10	0.00	1,356.46	
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2004	703.09	0.00	0.00	0.00	0.00	0.00	333.96	0.00	1,037.05	
2002	641.42	0.00	0.00	0.00	0.00	0.00	307.03	0.00	948.45	
2000	100.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.21	

## Annual Use Totals (Displayed in Acre Feet)

Year	Total Retail Use (ACFT)	Total From Sources	Total Wholesale Sources	Non-Revenue %
2018	1,517.38	2,798.80	933.70	12.42
2017	1,310.61	2,613.71	1,038.90	10.11
2016	0.00	2,743.80	1,185.10	56.81
2015	3,811.99	1,288.51	1,185.10	-195.85
2014	2,417.57	1,448.98	1,185.10	-66.85
2013	1,797.13	1,652.96	1,185.10	-8.72
2012	1,630.34	701.41	1,185.10	-132.44
2011	1,356.46	621.00	1,185.10	-118.43
2007	0.00	795.90	1,185.10	100.00
2006	0.00	1,108.17	1,185.10	100.00
2005	0.00	998.31	1,185.10	100.00
2004	1,037.05	1,030.27	1,185.10	-0.66
2002	948.45	972.90	1,185.10	2.51
2000	100.21	100.21	1,185.10	0.00

## Peak Day Demand Info (Displayed in Acre Feet)

Year	Measure: Y/N	Date:	Amount:	Includes: In/Out	Whsl: Y/N	Whsl Amount:	Desc:
2018	Y	2018-07-20	14.83	Indoor Water Use Only	Y	7.3935	Source peak day was identified by the SCADA system historic flow meter data. The wholesale water is drinking water source transferred to the secondary water system.

2017	Y	2017-08-07	13.14	Indoor Water Use Only	Y	7.5200
2016	Y	2016-07-04	18.03	Indoor Water Use Only	Y	11.3300

**Political Boundries**

Year	Supply: Y/N	Connections Included: Y/N	Connections Outside PB:
2018	N	N	0
2017	N	N	0
2016	N	N	0

**Source Summary (Displayed in Acre Feet)**

Year	2019	2018	2017	2016	2015
<b>Culinary Well #1 (WS001)</b>	<b>60.21</b>	<b>327.00</b>	<b>494.77</b>	<b>420.99</b>	<b>350.28</b>
<b>Culinary Well #2 (WS002)</b>	<b>474.25</b>	<b>541.40</b>	<b>339.12</b>	<b>768.83</b>	<b>0.00</b>
<b>Culinary Well #3 (WS003)</b>	<b>172.74</b>	<b>686.80</b>	<b>629.02</b>	<b>361.15</b>	<b>295.98</b>
<b>Culinary Well #4 (WS007)</b>	<b>686.18</b>	<b>1,032.30</b>	<b>716.37</b>	<b>758.89</b>	<b>440.37</b>
<b>Culinary Well #6 (WS004)</b>	<b>122.91</b>	<b>62.20</b>	<b>262.23</b>	<b>44.18</b>	<b>201.88</b>
<b>Culinary Well #7 (WS005)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Culinary Well #8 (WS006)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Purchased from Central Utah WCD - CWP</b>	<b>346.44</b>	<b>149.10</b>	<b>172.20</b>	<b>389.76</b>	<b>0.00</b>
<b>Total Per Year</b>	<b>1,862.73</b>	<b>2,798.80</b>	<b>2,613.71</b>	<b>2,743.80</b>	<b>1,288.51</b>

**Source List**

**Source Name:** Culinary Well #1 (WS001)  
**Source Id:** 14440001  
**PLS Location:** N 99 ft E 88 ft from SW cor Sec 19 T5S R1E SL  
**Source Type:** Well  
**Source Status:** Active  
**Primary Use:** Water Supplier  
**Diversion Type:** Withdrawal  
**Saline Water:** N  
**Well ID Number:** 10339  
[55-1849](#), [55-2398](#), [55-695](#), [55-9488](#), [51-8050](#), [54-1195](#), [55-11913](#), [54-9680](#), [54-1086](#), [55-11899](#), [55-542](#), [55-2905](#), [55-9693](#), [55-9726](#), [55-11977](#), [54-1212](#), [54-1226](#), [54-623](#), [53-1686](#), [55-9727](#), [55-4016](#), [55-6488](#), [55-2907](#), [55-6091](#), [55-8193](#), [55-9229](#), [55-9680](#), [55-2799](#), [55-7181](#), [54-1223](#), [54-1214](#), [59-5851](#), [55-12918](#), [55-3556](#), [54-1141](#), [a42970](#), [55-9343](#), [55-9582](#), [54-1136](#), [54-1204](#), [54-1203](#), [54-1360](#), [54-1227](#), [55-12898](#), [a42961](#), [55-12896](#), [a43823](#), [54-1088](#), [a42974](#), [55-12957](#), [a42973](#), [a42960](#), [a42975](#), [55-2913](#), [55-3667](#), [55-9250](#)

Comments

\*\*\*\* 2015 \*\*\*\* Culinary Well #1 \*\*\*\*

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	6.00	16.80	11.60	21.50	16.90	55.60	50.20	43.40	53.90	50.30	0.80	0.00	327.00	Individual Meter
2017	30.38	37.82	36.58	44.64	52.70	52.70	53.94	58.28	52.70	38.44	17.36	19.22	494.77	Individual Meter
2016	32.24	0.00	1.86	27.90	49.60	58.90	60.76	58.28	48.98	26.04	25.42	31.00	420.99	Master Meter
2015	28.40	27.80	28.10	28.20	28.50	30.30	30.30	30.60	29.90	29.60	29.30	29.30	350.28	Master Meter
2014	10.99	14.03	15.20	16.73	19.24	21.40	25.89	30.27	29.38	29.13	27.23	25.02	264.53	Master Meter
2013	14.75	18.14	18.77	22.45	21.84	27.38	30.25	30.25	29.12	26.17	25.51	23.06	287.68	Master Meter
2009	20.12	19.78	19.95	21.42	21.51	25.32	25.53	27.62	26.55	24.90	22.56	18.77	274.02	Master Meter
2008	17.81	18.14	18.77	22.45	21.84	25.63	29.02	31.78	31.46	29.24	25.51	23.06	294.70	Master Meter
2007	17.34	17.65	17.81	18.77	21.33	21.79	23.02	24.54	24.11	21.82	18.87	16.62	243.65	Master Meter
2006	16.88	17.19	17.80	19.03	20.87	23.94	27.01	27.01	22.71	21.79	18.41	15.65	248.27	Master Meter
2005	15.65	16.57	18.11	18.72	22.71	23.94	24.86	25.78	24.55	23.02	20.56	18.41	252.88	Master Meter
2004	18.41	19.64	15.35	15.35	21.48	21.79	22.71	23.33	21.48	18.72	18.11	15.35	231.72	Master Meter

2003	12.28	14.12	15.96	15.34	18.72	21.48	23.32	23.32	21.18	18.41	16.57	15.34	216.05	Master Meter
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.62	24.55	18.72	18.72	89.62	Master Meter

**Source Name: Culinary Well #2 (WS002)**

Source Id: 14440002  
 PLS Location: N 1085 ft W 560 ft from SE cor Sec 24 T5S R1W SL  
 Source Type: Well  
 Source Status: Active  
 Primary Use: Water Supplier  
 Diversion Type: Withdrawal  
 Saline Water: N  
 Well ID Number: 17279

Water Right Number: [51-8050](#), [53-1686](#), [54-623](#), [55-1849](#), [55-2905](#), [55-9343](#), [55-3556](#), [55-695](#), [55-963](#), [54-1203](#), [a42970](#), [55-12896](#), [a43823](#), [54-1136](#), [54-1223](#), [55-9582](#), [54-1195](#), [55-11913](#), [55-11899](#), [55-9693](#), [54-1360](#), [55-2913](#), [55-6488](#), [55-2907](#), [55-8193](#), [55-12957](#), [55-9229](#), [55-9250](#), [55-12918](#), [55-11977](#), [54-39](#), [55-9572](#), [55-542](#), [54-1141](#), [54-1214](#), [55-2799](#), [55-9680](#), [a42960](#), [a42974](#), [54-1226](#), [a42975](#), [55-7181](#), [54-1212](#), [54-1204](#), [55-9726](#), [a42961](#), [54-1227](#), [54-1088](#), [a42973](#), [54-1086](#), [55-3667](#), [55-6091](#)

Comments

\*\*\*\* 2015 \*\*\*\* Culinary Well #2 \*\*\*\*  
 Well Down for maintenance for the year 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	41.00	27.30	49.10	49.90	54.50	53.00	50.60	45.20	43.70	38.10	43.80	45.20	541.40	Individual Meter
2017	2.92	0.00	15.96	33.69	19.51	21.53	23.74	49.99	54.84	42.21	36.43	38.31	339.12	Individual Meter
2016	81.62	69.79	80.65	39.91	74.02	68.49	68.25	61.97	69.86	42.00	56.14	56.14	768.83	Master Meter
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Master Meter
2014	20.78	19.25	19.40	18.40	19.37	18.43	23.17	19.47	13.26	13.73	13.28	0.00	198.54	Master Meter
2013	20.93	19.40	20.06	48.94	93.06	95.34	98.59	99.20	98.09	50.72	20.11	19.93	684.36	Master Meter
2012	20.93	13.26	19.13	21.32	19.41	21.69	21.87	22.19	21.37	20.03	19.50	17.07	237.77	Master Meter
2011	15.12	14.94	15.14	21.32	19.41	21.69	21.87	25.54	21.33	21.05	19.06	16.33	148.51	Master Meter
2010	15.12	14.94	14.58	15.34	17.75	19.20	21.25	22.26	21.34	19.18	16.00	15.08	182.00	Master Meter
2009	14.29	15.34	15.19	15.34	17.75	19.20	21.25	22.26	21.34	19.18	16.00	15.08	44.82	Master Meter
2008	16.00	16.28	16.92	20.90	23.05	25.95	29.61	31.03	31.03	28.59	18.77	19.06	277.20	Master Meter
2007	15.99	16.28	16.27	17.74	17.97	18.11	18.74	20.91	20.73	19.06	17.84	16.30	215.93	Master Meter
2006	13.81	14.73	14.12	15.04	17.19	18.72	21.48	22.40	21.79	20.87	15.34	13.20	208.68	Master Meter
2005	12.28	12.28	12.89	14.73	15.65	16.57	18.41	21.18	21.48	19.64	15.65	15.34	196.10	Master Meter
2004	9.21	9.82	12.28	12.58	12.58	15.35	15.35	24.55	22.71	15.35	12.58	10.13	172.48	Master Meter
2003	9.21	11.66	13.50	14.12	15.34	19.95	22.71	22.71	24.86	18.72	16.88	12.28	201.93	Master Meter
2002	15.35	15.96	16.57	18.41	18.72	30.69	36.83	33.45	17.19	17.19	13.20	10.74	244.30	Master Meter
2001	10.58	18.06	16.52	17.27	9.77	13.73	17.17	17.41	14.33	12.67	9.97	10.69	168.16	Master Meter
2000	10.58	7.49	7.21	8.88	8.56	8.73	9.54	6.93	10.55	3.30	5.14	13.31	100.21	Master Meter

**Source Name: Culinary Well #3 (WS003)**

Source Id: 14440003  
 PLS Location: N 1257 ft E 813 ft from SW cor Sec 19 T5S R1E SL  
 Source Type: Well  
 Source Status: Active  
 Primary Use: Water Supplier  
 Diversion Type: Withdrawal  
 Saline Water: N  
 Well ID Number: 18764

Water Right Number: [55-3556](#), [55-1849](#), [55-2398](#), [54-1360](#), [54-1203](#), [55-11899](#), [55-11913](#), [55-6488](#), [55-8193](#), [51-8050](#), [55-9726](#), [54-863](#), [54-864](#), [54-866](#), [54-100](#), [54-102](#), [54-1097](#), [54-1098](#), [54-126](#), [54-127](#), [54-39](#), [54-68](#), [55-2242](#), [55-3316](#), [55-9490](#), [55-9582](#), [55-963](#), [55-3828](#), [55-9343](#), [54-1226](#), [59-5851](#), [54-865](#), [54-1212](#), [55-4016](#), [55-2913](#), [55-12957](#), [55-9250](#), [55-9229](#), [54-1214](#), [53-1686](#), [54-1223](#), [54-623](#), [55-2799](#), [54-1227](#), [55-2907](#), [a42961](#), [54-1088](#), [a42973](#), [a42960](#), [a42974](#), [a42975](#), [55-12896](#), [a43823](#), [55-11977](#), [54-1086](#), [54-1136](#), [54-1204](#), [54-1195](#), [a42970](#), [54-1141](#), [55-3667](#), [55-6091](#), [55-12918](#), [55-7181](#)

Comments

\*\*\*\* 2015 \*\*\*\* Culinary Well #3 \*\*\*\*  
 The last 2 months, well was down for maintenance

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	16.60	51.90	68.00	30.00	43.40	90.60	77.30	80.80	100.90	29.70	43.50	54.10	686.80	Individual Meter
2017	65.22	64.53	56.10	60.94	69.76	62.27	58.38	64.69	52.84	40.67	15.78	17.84	629.02	Individual Meter

2016	0.00	0.00	0.00	0.00	0.00	67.77	79.67	73.96	63.47	19.97	28.16	28.16	361.15	Master Meter
2015	28.00	28.00	27.70	28.10	30.10	30.80	39.10	30.90	30.80	22.50	0.00	0.00	295.98	Master Meter
2014	27.78	28.46	28.50	28.96	29.65	30.76	31.53	40.27	40.06	34.26	30.72	30.50	381.46	Master Meter
2013	11.29	11.86	11.51	13.15	17.16	18.76	20.46	15.76	14.89	10.65	7.11	6.92	159.51	Master Meter
2012	29.71	30.50	8.44	28.50	29.44	31.04	32.74	34.17	33.30	28.45	25.52	28.41	340.19	Master Meter
2011	26.27	26.56	26.39	27.66	29.02	31.00	33.01	34.13	33.35	28.41	25.20	28.00	348.99	Master Meter
2010	26.27	26.55	26.41	27.36	29.32	31.00	33.44	34.08	33.62	28.71	24.90	28.28	349.93	Master Meter
2009	18.58	21.18	21.02	22.23	22.88	26.28	30.54	30.69	29.63	25.29	22.25	18.72	289.29	Master Meter
2008	15.70	17.19	18.75	19.81	22.14	24.42	25.64	28.58	28.89	27.67	19.07	17.95	265.81	Master Meter
2007	12.62	12.90	12.74	13.40	13.33	13.68	15.07	16.00	15.39	14.78	13.21	12.29	165.40	Master Meter
2006	0.00	0.00	17.49	18.72	20.56	23.94	30.69	31.61	30.08	26.39	24.55	19.95	243.98	Master Meter
2005	0.00	12.28	15.65	2.15	18.72	22.71	26.39	28.23	27.93	25.16	6.44	19.95	185.67	Master Meter
2004	12.58	13.81	15.35	17.19	19.64	21.48	27.62	28.54	25.78	21.48	19.03	16.57	239.08	Master Meter
2003	14.73	14.12	16.88	18.11	20.25	21.48	23.32	24.86	27.01	25.16	21.79	18.41	246.12	Master Meter
2002	18.11	16.57	17.19	16.57	22.40	26.70	32.23	33.15	15.35	10.13	12.89	11.05	232.33	Master Meter
2001	18.11	16.57	17.19	16.57	22.40	26.70	9.34	78.59	36.52	21.24	67.88	11.05	213.58	Master Meter

**Source Name:** Culinary Well #4 (WS007)

Source Id: 108540247  
 PLS Location: S 1300 ft W 1085 ft from N4 cor Sec 13 T5S R1W SL  
 Source Type: Well  
 Source Status: Active  
 Primary Use: Water Supplier  
 Diversion Type: Withdrawal  
 Saline Water: N  
 Well ID Number: 17931

Water Right Number: [55-3556](#), [55-1849](#), [55-9343](#), [55-1961](#), [54-1227](#), [a42973](#), [54-1136](#), [51-8050](#), [54-1086](#), [55-11899](#), [55-9693](#), [55-9726](#), [55-9727](#), [55-9582](#), [54-1212](#), [54-1214](#), [55-695](#), [54-1223](#), [55-2398](#), [55-4016](#), [55-6488](#), [55-2907](#), [55-8193](#), [55-12957](#), [55-9229](#), [55-12918](#), [55-7181](#), [55-11977](#), [59-5851](#), [53-1686](#), [54-1226](#), [54-623](#), [54-1141](#), [54-1360](#), [54-1203](#), [55-2799](#), [55-9572](#), [55-3667](#), [a42961](#), [54-1088](#), [a42960](#), [55-12896](#), [a43823](#), [a42974](#), [54-1195](#), [55-11913](#), [55-12898](#), [a42975](#), [a42970](#), [54-1204](#), [55-2913](#), [55-6091](#), [55-9250](#)

Comments

\*\*\*\* 2015 \*\*\*\* Culinary Well #4 \*\*\*\*

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	42.00	26.50	16.70	69.90	133.90	65.70	145.80	142.00	139.70	100.00	85.00	65.10	1,032.30	Individual Meter
2017	5.98	0.01	0.04	0.00	86.29	119.26	126.12	112.17	96.48	80.34	50.12	39.56	716.37	Individual Meter
2016	0.00	0.06	13.83	55.77	143.11	136.93	116.16	133.78	126.05	28.79	2.21	2.21	758.89	Master Meter
2015	31.10	31.10	30.50	30.50	33.80	37.10	37.60	38.20	42.20	42.10	43.10	43.10	440.37	Master Meter
2014	37.57	37.61	37.80	38.29	38.21	38.40	38.90	39.19	38.83	37.99	37.31	37.25	457.34	Master Meter
2013	38.05	37.75	38.97	40.20	47.57	48.49	49.72	52.48	45.73	37.44	38.67	38.61	513.67	Master Meter
2010	27.77	27.76	27.97	29.02	29.61	29.97	31.78	32.39	31.30	27.96	38.67	38.61	295.54	Master Meter
2009	27.24	24.09	26.55	27.93	30.84	31.00	32.38	33.76	30.01	25.95	26.09	26.70	342.52	Master Meter
2008	18.43	17.83	18.72	19.49	22.76	23.48	25.20	26.87	26.43	24.89	19.38	18.44	261.92	Master Meter
2007	9.82	10.30	9.87	11.22	12.63	13.05	15.33	15.39	14.78	10.61	9.22	12.29	144.49	Master Meter
2006	27.01	27.62	28.85	30.69	32.22	33.14	33.14	35.60	34.99	31.30	28.23	27.62	370.41	Master Meter
2005	25.16	26.39	28.54	29.77	31.00	31.92	31.92	36.83	37.44	36.52	24.86	23.32	363.66	Master Meter
2004	26.39	26.70	27.62	29.15	33.45	35.60	40.51	39.90	34.99	34.99	30.08	27.62	386.99	Master Meter
2003	25.78	27.01	28.23	30.08	33.14	34.99	37.75	42.35	42.35	37.13	28.23	27.31	394.35	Master Meter
2002	25.78	25.47	26.70	27.93	30.69	39.28	49.11	52.17	42.66	34.37	26.39	26.09	406.66	Master Meter

**Source Name:** Culinary Well #6 (WS004)

Source Id: 108540360  
 PLS Location: N 321 ft W 1228 ft from E4 cor Sec 24 T5S R1W SL  
 Source Type: Well  
 Source Status: Active  
 Primary Use: Water Supplier  
 Diversion Type: Withdrawal  
 Saline Water: N  
 Well ID Number: 23359

Water Right Number: [55-11899](#), [55-3556](#), [55-1849](#), [55-4016](#), [55-2398](#), [55-9727](#), [55-1961](#), [55-11913](#), [55-695](#), [55-9726](#), [54-1088](#), [a42973](#), [54-1136](#), [51-8050](#), [55-9582](#), [55-9693](#), [54-1223](#), [54-1226](#), [54-623](#), [53-1686](#), [54-1214](#), [55-6488](#), [55-2907](#), [55-6091](#), [55-8193](#), [55-12957](#), [55-7181](#), [54-1212](#), [59-5851](#), [55-11977](#), [54-1086](#), [54-1141](#), [54-1203](#), [54-1195](#), [54-1227](#), [55-3667](#), [55-9229](#), [55-9250](#), [55-2913](#), [a42961](#), [a42974](#), [a42970](#), [55-12896](#), [a43823](#), [55-9343](#), [54-1360](#), [55-12898](#), [a42960](#), [a42975](#), [54-1204](#), [55-2799](#), [55-12918](#)

Comments

N 2935 W 1234 SE  
Well Number 6  
\*\*\*\* 2015 \*\*\*\* Culinary Well #6 \*\*\*\*

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	26.60	9.70	0.00	7.90	10.90	7.10	0.00	0.00	0.00	0.00	0.00	0.00	62.20	Individual Meter
2017	2.05	0.00	8.86	38.00	51.32	42.62	31.03	17.83	17.02	18.00	17.60	17.91	262.23	Individual Meter
2016	0.00	5.26	5.72	3.52	3.59	13.22	3.27	3.12	4.33	2.14	0.00	0.00	44.18	Master Meter
2015	0.00	0.00	0.00	11.40	27.80	30.70	31.10	31.20	30.50	26.80	12.40	0.00	201.88	Master Meter
2014	0.00	0.00	0.00	11.40	27.80	37.97	37.39	37.59	34.17	26.80	12.40	0.00	147.12	Master Meter
2013	0.00	0.00	0.00	11.40	27.80	37.97	3.76	3.98	34.17	26.80	12.40	0.00	7.74	Master Meter
2012	0.00	0.00	0.00	11.40	27.80	26.61	27.70	28.61	27.57	12.95	12.40	0.00	123.44	Master Meter
2011	0.00	0.00	0.00	11.40	20.01	23.39	25.70	28.33	26.07	12.95	12.40	0.00	123.50	Master Meter
2010	0.00	0.00	0.00	11.40	19.96	23.80	25.95	27.97	26.09	12.95	12.40	0.00	123.77	Master Meter
2009	0.00	0.00	0.00	11.40	18.41	21.48	23.20	24.41	23.17	12.95	12.40	0.00	110.68	Master Meter
2008	0.00	0.00	0.00	11.40	6.14	10.74	13.35	15.34	6.14	12.95	12.40	0.00	51.71	Master Meter
2007	0.00	0.00	0.00	11.40	6.14	10.74	6.14	9.55	7.67	3.07	12.40	0.00	26.43	Master Meter
2006	0.00	0.00	0.00	3.07	3.07	6.14	9.21	6.14	3.07	6.14	12.40	0.00	36.83	Master Meter

**Source Name:** Culinary Well #7 (WS005)

Source Id: 108545153  
PLS Location: N 296 ft W 143 ft from SE cor Sec 13 T5S R1W SL  
Source Type: Well  
Source Status: Active  
Primary Use: Water Supplier  
Diversion Type: Withdrawal  
Saline Water: N  
Well ID Number:

Water Right Number: [55-6488](#), [54-623](#), [55-2907](#), [5-9229](#), [55-9250](#), [55-12957](#), [55-12918](#), [55-7181](#), [51-8050](#), [53-1686](#), [55-12896](#), [55-9229](#), [55-3556](#), [55-12898](#), [a43823](#), [55-1849](#), [55-8193](#), [55-2913](#), [55-6091](#), [55-3667](#), [55-11977](#)

Comments

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Individual Meter

**Source Name:** Culinary Well #8 (WS006)

Source Id: 108545154  
PLS Location: N 693 ft E 15 ft from S4 cor Sec 12 T5S R1W SL  
Source Type: Well  
Source Status: Active  
Primary Use: Water Supplier  
Diversion Type: Withdrawal  
Saline Water: N  
Well ID Number:

Water Right Number: [55-12896](#), [55-1849](#), [55-6488](#), [55-6091](#), [55-12957](#), [55-9229](#), [55-9250](#), [55-7181](#), [55-8193](#), [51-8050](#), [53-1686](#), [54-623](#), [a43823](#), [55-12898](#), [55-3556](#), [55-12918](#), [55-3667](#), [55-2913](#), [55-2907](#), [55-11977](#)

Comments

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

**Source Name:** Purchased from Central Utah WCD - CWP

Source Id: 108543881  
PLS Location: S 1360 ft W 139 ft from N4 cor Sec 23 T5S R1W SL  
Source Type:  
Source Status: Active  
Primary Use: Water Supplier  
Diversion Type: Transfer In

Saline Water: N  
 Well ID Number:  
 Water Right Number:

Comments

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2018	0.00	0.00	0.00	0.00	0.00	13.10	68.90	62.00	5.10	0.00	0.00	0.00	149.10	Individual Meter
2017	0.00	0.00	0.00	0.00	13.10	47.10	48.90	45.10	18.00	0.00	0.00	0.00	172.20	Individual Meter
2016	0.00	0.00	0.00	0.00	0.00	41.57	149.48	136.64	62.07	0.00	0.00	0.00	389.76	Master Meter

**Wholesale Summary**

Year	2019	2018	2017	2016	2015
<b>Crossover Culinary (Culinary)</b>	<b>0.00</b>	<b>933.70</b>	<b>1,038.90</b>	<b>1,185.10</b>	<b>0.00</b>
<b>Total Per Year</b>	<b>0.00</b>	<b>933.70</b>	<b>1,038.90</b>	<b>1,185.10</b>	<b>0</b>

**Wholesale List**

**WHL Source Name:** Crossover Culinary (Culinary)  
 PLS Location: Not Entered in Database  
 Source Type:  
 Source Status: Active  
 Primary Use: Irrigation  
 Diversion Type: Transfer Out  
 Saline Water: N  
 Well ID Number:  
 Water Right Number:

Comments

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual in Acre Feet	Method of Measurement
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2018	0.00	0.00	1.80	26.70	122.20	127.90	203.10	197.60	154.30	75.90	19.20	5.00	933.70	Master Meter
2017	0.00	0.00	0.00	56.10	155.70	172.30	192.30	199.20	153.30	110.00	0.00	0.00	1,038.90	Master Meter

ATTACHMENT 5

DIVISION OF DRINKING WATER

ANNUAL REPORTING REQUIREMENT

Utah Administrative Code

R309-105-15

**R309. Environmental Quality, Drinking Water.**

**R309-105. Administration: General Responsibilities of Public Water Systems.**

**R309-105-1. Purpose.**

The purpose of this rule is to set forth the general responsibilities of public water systems, water system owners and operators.

- R309-105-2 Authority.
- R309-105-3 Definitions.
- R309-105-4 General.
- R309-105-5 Exemptions from Monitoring Requirements.
- R309-105-6 Construction of Public Drinking Water Facilities.
- R309-105-7 Source Protection Plans.
- R309-105-8 Existing Water System Facilities.
- R309-105-9 Minimum Pressure.
- R309-105-10 Operation and Maintenance Procedures.
- R309-105-11 Operator Certification.
- R309-105-12 Cross Connection Control.
- R309-105-13 Finished Water Quality.
- R309-105-14 Operational Reports.
- R309-105-15 Annual Reports.
- R309-105-16 Reporting Test Results.
- R309-105-17 Record Maintenance.
- R309-105-18 Emergencies.

*[Only section 15 is presented here, all other sections have been eliminated for brevity]*

**R309-105-15. Report Submittal.**

(1) A public water system shall submit water use data if required by a state agency and shall verify the accuracy of the data by including a certification by a certified operator or a professional engineer performing the duties of a certified operator.

(2) A public water system shall comply with the report submittal requirements of the R309 rules.

**KEY: drinking water, watershed management**

**Date of Enactment or Last Substantive Amendment: January 15, 2019**

**Notice of Continuation: March 13, 2015**

**Authorizing, and Implemented or Interpreted Law: 19-4-104**

**ORDINANCE NO. 20-15 (4-14-20)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,  
UTAH, ADOPTING AMENDMENTS TO THE SARATOGA  
SPRINGS CITY CODE**

**WHEREAS**, Title 8 of the City of Saratoga Springs City Code, entitled “Public Utilities and Services,” has been amended from time to time; and

**WHEREAS**, Utah law requires the Division of Drinking Water, Utah Department of Environmental Quality (“DDW”), to establish system-specific source and storage minimum size requirements for each municipality, including the City of Saratoga Springs (“City”); and

**WHEREAS**, the City has historically designed its source and storage system based on DDW’s requirements to size the drinking water system at a minimum size to accommodate 0.45 acre-feet for each equivalent residential connection; and

**WHEREAS**, on March 31, 2020, DDW amended its source and storage system minimum requirements in the City for each equivalent residential connection; and

**WHEREAS**, on April 9, 2020, Hansen, Allen & Luce (“HAL”) submitted a memorandum summarizing its analysis of the DDW minimum requirements and recommended level of service for the drinking water system and containing HAL’s recommendation to reduce the level of service in the City from .45 acre feet for each equivalent residential connection to 0.3 acre feet for each equivalent residential connection; and

**WHEREAS**, Section 8.01.06 of the City Code requires development to dedicate or procure from the City .45 acre-feet of drinking water rights and sources for each equivalent residential connection prior to plat recordation or building permit issuance, as applicable (“water right dedication requirement”), which was enacted pursuant to DDW’s minimum system source and storage requirements in the City; and

**WHEREAS**, based on DDW’s reduced requirements and HAL’s recommendation, the City Council wishes to amend Section 8.01.06 to modify the water right dedication requirement in the City; and

**WHEREAS**, the City Council, after careful consideration in a public meeting, has determined that it is in the best interest of the public health, safety, and welfare that modifications and amendments to Title 8 be adopted.

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

**SECTION I – ENACTMENT**

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 8 shall remain the same.

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**VOTE**

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

**EXHIBIT A**

**Code Amendments**

**8.01.06. All New Developments to Receive Water Service from City Water System; Requirements to Provide Water Rights and Facilities for Development.**

\* \* \* \* \*

3. **Specific Water Right Requirements for Development.** Water Rights are required for all land that is developed in the City as follows:

a. Drinking (Culinary) Water Requirement

- i. For residential development, 0.450.30 acre-feet of drinking water rights and sources are required per ERC and shall be dedicated to or procured from the City—at the City’s discretion—prior to the time of recording of the plat in which the lot or unit is located. If the lot is existing, but water rights and sources have not been dedicated to or procured from the City in sufficient quantities to meet the requirements of this section, they are required to be dedicated to or procured from the City prior to the issuance of a building permit.
- ii. For non-residential development, 0.450.30 acre-feet of drinking water rights and sources shall be dedicated to or procured from the City—at the City’s discretion—for each ERC. The water rights and sources shall be dedicated or procured from the City at the time of building permit unless the City and property owner agree otherwise in writing.
- iii. This subsection does not include any water rights, water sources, or waterworks that may be required pursuant to the International Fire Code for fire protection, including but not limited to storage, flow, and duration requirements.

# City Council Staff Report



**Author:** Justin Sorenson, Budget Administrator

**Subject:** Electric Vehicle Charging Rate

**Date:** April 1, 2020

**Type of Item:** Rate Setting Discussion

## **Description:**

### **A. Topic:**

This agenda item is to discuss a recommended rate for our electric vehicle charging stations.

### **B. Background:**

In December 2019, the City installed Level 2 Charging stations at the new public safety building. In an effort to prevent overuse and to recoup some of the operational costs of the EV chargers, staff has been researching fee options.

### **C. Analysis:**

The City looked at what organizations are currently charging for their stations. Both public and private organizations have been deploying EV charging in the past few years to better serve their patrons and the community at large. Below is a table that includes a few of the published rates we were able to acquire.

<b>Electric Charging Rates</b>			
Organization	Org. Type	Cost	Notes
EV Go Charging	Private	\$1.50 an hour	Level 2 Charging - Lehi
Sandy City	Public	\$0.20/kWh	Level 2 Charging
ChargePoint	Private	\$1.50 an hour	Recommend Rate from Supplier

### **D. Fiscal Impact:**

It is estimated charging \$1.00 per hour for use of the EV stations at the public safety building will allow us to find the balance between encouraging their use among the public and recouping the costs to operate them in good condition.

### **Recommendation:**

Staff recommends that the City Council approve the EV charging rate of \$1.00 per hour for the Level 2 charging stations located at our Public Safety Building.

**RESOLUTION NO. R20-19 (4-14-20)**

**A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE FOR THE CITY OF SARATOGA SPRINGS, UTAH IN REGARD TO THE ELECTRIC VEHICLE CHARGING STATION FEES AND STORM WATER INSPECTION FEES**

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

**WHEREAS**, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted except for those fees and charges which are specifically amended or changed in this resolution; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Saratoga Springs that the City's Consolidated Fee Schedule is hereby amended to include the following fees:

Elective Vehicle Charging Station Fees: \$1.00 per hour of charging

Long Term Storm Water Management Plan Inspection Fees:

Under 1 Acre - \$600

1 – 5 Acres - \$800

5 – 10 Acres - \$1,200

Every 1 Acre over 10 Acres - \$50

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 14th day of April, 2020.

CITY OF SARATOGA SPRINGS  
A UTAH MUNICIPAL CORPORATION

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

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



SARATOGA  
SPRINGS  
PLANNING

**TO:** Saratoga Springs Mayor and City Council  
**FROM:** David Stroud, Planning Director  
**DATE:** April 10, 2020  
  
**RE:** Boundary Adjustment with Lehi City

Mayor and City Council,

A boundary adjustment plat was approved by the City of Saratoga Springs on January 7, 2020, and by Lehi City on January 28, 2020. State code requires the plat to be recorded within 60 days of the last approval date. The plat was prepared by Edge Homes in conjunction with Lehi City who took then took the lead on recording the plat. After approval by Lehi City, the plat was presented to Saratoga Springs City Staff to obtain the necessary signatures. When Staff reviewed the plat, it was determined the plat was not correct and a new plat was needed. Based on Lehi City's approval on January 28, 2020, Lehi needed to record the plat by March 28, 2020. Because the wrong plat was submitted to Saratoga Springs and the time needed to print the plat, several day passed before the correct plat was returned to Saratoga Springs. Staff then obtained the needed signatures and returned the plat to Lehi within a few days. The time it then took for Lehi to obtain signatures, send to the County, and then the Lt. Governor, the 60-day window to record the plat expired. The City Council must now readopt the ordinance to adjust the common boundary with Lehi City. The findings and conditions remain the same.

I move to **approve** the Saratoga Springs – Lehi City disconnect of approximately 90.15 acres as shown on Exhibit 1 with the findings and conditions in the staff report memo dated April 10, 2020:

**Findings:**

1. The subject properties can be serviced by City utilities but at a large financial cost to operate and maintain in perpetuity.
2. The subject property is best served by Lehi City utilities.
3. Lehi City has adopted a resolution of intent to adjust a common boundary line with the City of Saratoga Springs.
4. The City of Saratoga Springs has adopted a resolution of intent to adjust a common boundary line with Lehi City.

**Conditions:**

1. Lehi City shall approve the common boundary line adjustment.
2. The adjustment plat shall be approved by the Lt. Governor's office.
3. The adjustment plat shall be recorded at Utah County.
4. Any other conditions or changes as articulated by the City Council: \_\_\_\_\_.

**ORDINANCE NO. 20-16 (4-14-20)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH ADJUSTING ITS COMMON BOUNDARIES WITH LEHI CITY, UTAH**

**WHEREAS**, Utah Code § 10-2-419 establishes the procedure for adjusting the common boundaries between adjacent municipalities; and

**WHEREAS**, the City of Saratoga Springs, Utah shares common boundaries with Lehi City, Utah; and

**WHEREAS**, a portion of properties contiguous within the incorporated limits of Saratoga Springs are better served by Lehi City and more specifically described on Exhibit A (“Property”); and

**WHEREAS**, Saratoga Springs and Lehi City have mutually determined that the Property is better suited to be within the incorporated limits of Lehi City because the Property is adjacent to Lehi development and a canal in Saratoga Springs provides a common boundary and increases the cost to service the properties with utilities from Saratoga Springs; and

**WHEREAS**, due to the reasons above, Saratoga Springs and Lehi City desire to adjust their municipal boundaries as provided by State law so that the Property can be added to the municipal boundaries of Lehi City; and

**WHEREAS**, a legal description and plat has been prepared for the boundary adjustment, which legal description and plat are attached as Exhibit A.

**NOW THEREFORE**, after posting the requisite public notice and holding the requisite public hearing as provided by Utah law, and after finding that the boundary adjustment furthers the health, safety, and general welfare of the City of Saratoga Springs, Utah, the City Council ordains as follows:

**SECTION I – ENACTMENT**

After holding the requisite public hearing, the City Council, in accordance with Utah Code § 10-2-419, adjusts its common boundaries with Lehi City. The City Council finds that the boundary adjustment promotes the health, safety, and welfare of the residents of the City of Saratoga Springs by properly shifting the ownership and obligations to service the Property to Lehi City. A legal description and map showing the location of the adjustment area are attached as Exhibit A to this Ordinance. No protests were received to this action.

**SECTION II – REPEALER**

If any provisions of the Saratoga Springs Code are inconsistent with this ordinance they are hereby repealed.

**SECTION III – AMENDMENT OF CONFLICTING ORDINANCES**

To the extent that any ordinances, resolutions, or policies of the City of Saratoga Springs conflict with the provisions of this ordinance, they are hereby amended to comply with this ordinance.

**SECTION IV – EFFECTIVE DATE**

This ordinance shall take effect following publication of a short summary of the ordinance in the Provo Daily Herald on one occasion as required by Utah Code § 10-3-711 and following the proper filing, recording, and notice required in Utah Code § 10-2-425.

**SECTION V – SEVERABILITY**

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

**SECTION VI – PUBLIC NOTICE**

The Saratoga Springs 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 14<sup>th</sup> day of April 2020.

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

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

**VOTE**

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

**EXHIBIT A**

Beginning at the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said point also being on the Country Mile Annexation City of Saratoga Springs, and running

thence North 89°53'54" East 1,190.64 feet along the section line and the Country Mile Annexation City of Saratoga Springs;

thence South 00°14'11" East 1,945.26 feet along the Country Mile Annexation City of Saratoga Springs;

thence South 56°14'39" West 976.47 feet along the Country Mile Annexation City of Saratoga Springs;

thence South 39°40'03" West 215.93 feet along the Country Mile Annexation City of Saratoga Springs;

thence South 54°27'38" West 54.85 feet along the Country Mile Annexation City of Saratoga Springs;

thence North 68°36'18" West 87.25 feet along the Country Mile Annexation City of Saratoga Springs;

thence South 53°04'54" West 495.42 feet along the Country Mile Annexation City of Saratoga Springs;

thence North 47°59'23" West 11.17 feet along the Country Mile Annexation City of Saratoga Springs;

thence South 55°27'09" West 352.63 feet along the Country Mile Annexation City of Saratoga Springs;

thence North 12°01'40" West 41.47Z E Z E feet;

thence North 33°27'26" East 10.88 feet;

thence Northeasterly 203.48 feet along the arc of a 680.78 foot radius curve to the right (center bears South 62°20'10" East and the chord bears North 36°13'35" East 202.72 feet with a central angle of 17°07'30");

thence North 42°25'27" East 92.85 feet;

thence Northeasterly 157.89 feet along the arc of a 597.90 foot radius curve to the left (center bears North 46°28'00" West and the chord bears North 35°58'06" East 157.43 feet with a central angle of 15°07'49");

thence Northeasterly 290.61 feet along the arc of a 1,230.18 foot radius curve to the right (center bears South 65°46'44" East and the chord bears North 30°59'19" East 289.93 feet with a central angle of 13°32'06");

thence North 39°37'09" East 205.43 feet;

thence North 35°38'37" East 133.11 feet;

thence North 37°02'37" East 221.27 feet;

thence Northeasterly 323.71 feet along the arc of a 394.50 foot radius curve to the left (center bears North 52°57'24" West and the chord bears North 13°32'11" East 314.70 feet with a central angle of 47°00'50");

thence North 09°58'15" West 0.83 feet;

thence North 89°59'55" East 7.13 feet;

thence North 10°53'58" West 387.62 feet;

thence North 44°56'58" West 236.65 feet;  
thence North 19°23'58" West 516.70 feet;  
thence North 43°17'58" West 222.12 feet;  
thence North 24°58'58" West 592.07 feet to the section line;  
thence South 89°55'02" West 9.95 feet along the section line;  
thence North 24°05'00" West 382.53 feet to the Southerly Boundary Line of Country  
Mile Subdivision, recorded November 3, 1992 as Entry No. 59381 and Map No. 4759 ;  
thence North 89°52'03" East 59.94 feet along said Southerly Boundary Line to the  
Southeast Corner of said Country Mile Subdivision to the Easterly Line of the Utah Lake Canal;  
thence North 23°58'00" West 140.25 feet along said Easterly Line of the Utah Lake  
Canal;  
thence North 17°52'00" West 635.82 feet along said Easterly Line of the Utah Lake  
Canal;  
thence South 89°52'04" West 13.32 feet along said Easterly Line of the Utah Lake Canal;  
thence North 15°58'37" West 254.42 feet along said Easterly Line of the Utah Lake  
Canal to the Northerly Boundary Line of said Lot 1, said point also being on the Southerly  
Boundary Line of The Exchange in Lehi Phase 15 P.U.D. Subdivision Plat, recorded as  
November 6, 2018 as Entry No. 106267:2018 and Map No. 16317;  
thence North 89°52'02" East 983.16 feet along the Southerly Boundary Line of said The  
Exchange in Lehi Phase 15 P.U.D. Subdivision Plat to the Westerly Boundary Line of The  
Exchange in Lehi Phase 8 P.U.D. Subdivision Plat, recorded January 18, 2018 as Entry No.  
5686:2018 and Map No. 15854;  
thence South 00°01'27" East 668.87 feet along said Westerly Boundary Line and the  
Westerly Boundary Line of The Exchange in Lehi Phase 7 P.U.D. Subdivision Plat, recorded  
December 29, 2017 as Entry No. 129839:2017 and Map No. 15832;  
thence South 89°55'13" West 201.04 feet along the Westerly Boundary Line of said The  
Exchange in Lehi Phase 7 P.U.D. Subdivision Plat;  
thence South 659.87 feet along the Westerly Boundary Line of said The Exchange in  
Lehi Phase 7 P.U.D. Subdivision Plat and the Westerly Boundary Line of The Exchange in Lehi  
Phase 12 P.U.D. Subdivision Plat, recorded November 29, 2018 as Entry No. 113142:2018 and  
Map No. 16348 and the Westerly Boundary Line of The Exchange in Lehi Phase 12BB  
Condominium Plat, recorded November 29, 2018 as Entry No. 113143:2018 and Map No. 16349  
to the section line;  
thence North 89°55'02" East 201.27 feet along the section line to the point of beginning.

Contains 3,926,866 Square Feet or 90.148 Acres





# MINUTES – CITY COUNCIL

Tuesday, March 17, 2020

City of Saratoga Springs City Offices

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

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## City Council Work Session

### Roll Call:

Present Mayor Jim Miller, Council Members Chris Porter, Christopher Carn, and Stephen Willden.

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, Building Director Mark Chesley, Police Chief Andrew Burton, Finance Director Chelese Rawlings, Fire Chief Jess Campbell and Deputy City Recorder Kayla Moss.

1) Public-Private Recreational Center.

## City Council Policy Meeting

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

### Roll Call:

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

Present Mayor Jim Miller, Council Members Chris Porter, Christopher Carn, and Stephen Willden.

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, Building Director Mark Chesley, Police Chief Andrew Burton, Finance Director Chelese Rawlings, Fire Chief Jess Campbell and Deputy City Recorder Kayla Moss.

Invocation by Council Member Poduska

Pledge of Allegiance by Council Member McOmber

**PUBLIC INPUT:** None

**REPORTS:** Council Member Porter advised that he participated in the governor’s call regarding the corona virus. They are encouraging people to take this opportunity to be outside in city parks and national parks, as long as you still follow the social distancing guidelines. They asked that people still patronize restaurants, via drive thru/drive up, that you normally would so that the economy remains intact as much as possible. They are also looking at relaxing some of the open meeting laws, which is something to watch for.

City Manager Christensen advised they are considering having an emergency declaration prepared. There will need to be a meeting but that can be done on short notice. The library is going to have a curbside pickup. The library is closed but checking out books can be done online for pickup. Recreation and civic event publics have been suspended. No public access in city hall right now either. A lot can still be conducted electronically.

51 The department reports were included in the packet and can be reviewed there.

52  
53  
54

55 **BUSINESS ITEMS:**

56

- 57 1) FY 2019-2020 Budget Amendments; Resolution R20-13 (3-17-20).

58

Justin Sorenson advised that this is the 5<sup>th</sup> budget amendment of the year. Some things were needed for the fire department and equipment for the new police department building.

59

60

City Manager Christensen advised that because building has been going well some of the developers have paid off their Special Improvement District bonds early. This also closes out some of those bonds.

61

62

Motion by Council Member Porter made a motion to approve the FY 2019-2020 Budget Amendments; Resolution R20-13 (3-17-20) was seconded by Council Member McOmber.

63

Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden— Aye.

64

Motion carried unanimously.

65

66

- 69 2) FY 2020-2021 Tentative Budget; Resolution R20-14 (3-17-20).

70

Justin Sorenson recommends approval of the tentative budget. The requests in the packet are the same requests presented at the council retreat and during the budget process.

71

72

Motion by Council Member Willden made a motion to approve the FY 2020-2021 Tentative Budget; Resolution R20-14 (3-17-20) was seconded by Council Member Carn.

73

Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden— Aye.

74

Motion carried unanimously.

75

76

78 **BUSINESS ITEMS:**

79

- 80 1) **2250 North Redwood Road General Plan Amendment, Rezone, Development Agreement, and Concept Plan, Jason Rickards Applicant; Ordinance 20-8 (3-17-20).**

81

82 Planning Director Dave Stroud advised this was seen by the Planning Commission in October. It changes an area currently zoned as commercial to office warehouse. The changes from that meeting have been addressed and this is the cleaned up version.

83

84

Motion by Council Member Carn made a motion to approve the 2250 North Redwood Road General Plan Amendment, Rezone, Development Agreement, and Concept Plan, Jason Rickards Applicant; Ordinance 20-8 (3-17-20) with all findings and conditions in the staff report dated March 3, 2020 was seconded by Council Member Poduska.

85

Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden— Aye.

86

Motion carried unanimously.

87

- 93 2) **Ring Road General Plan Amendment and Rezone, City-Initiated, Ring Road and Redwood Road; Ordinance 20-10 (3-17-20).**

94

95 Planning Director Stroud advised this would change the zone from institutional and R1-10 to Neighborhood Commercial. This is a staff initiated change.

96

97

Motion by Council Member Willden to approve the Ring Road General Plan Amendment and Rezone, City-Initiated, Ring Road and Redwood Road; Ordinance 20-10 (3-17-20) was seconded by Council Member Poduska.

98

Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden— Aye.

99

Motion carried unanimously.

100

103  
104 3) **Award of Engineering Services Contract for Well #7 Equipping to Hansen, Allen & Luce (HAL); Resolution**  
105 **R20-15 (3-17-20).**  
106 Public Works Director Jeremy Lapin advised that this is for the design and construction administration to  
107 construct well 7. This is at Saratoga Road and Pioneer Crossing. This is needed for water to the construction  
108 happening in the area. This is for secondary water access.

109  
110 Motion by Council Member Poduska to approve the Award of Engineering Services Contract for Well #7  
111 Equipping to Hansen, Allen & Luce (HAL); Resolution R20-15 (3-17-20) in the amount of \$213,500 was  
112 seconded by Council Member McOmber.  
113 Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden– Aye.  
114 Motion carried unanimously.

115  
116 4) **Award of Engineering Services Contract for Pony Express Parkway Extension to PEPG Engineering;**  
117 **Resolution R20-16 (3-17-20).**  
118 City Engineer Lapin advised that this is a MAG funded project. They were able to move up the funding by a  
119 year to get started early. They were the second lowest in overall pricing. There were some questions on the  
120 information given by the lowest bidder as well as some previous issues with projects done by them.

121  
122 Motion by Council Member Porter to approve Award of Engineering Services Contract for Pony Express  
123 Parkway Extension to PEPG Engineering; Resolution R20-16 (3-17-20) in the amount of \$348,776, was  
124 seconded by Council Member Poduska.  
125 Vote: Council Members McOmber, Poduska, Porter, Carn, and Willden– Aye.  
126 Motion carried unanimously.

127  
128 **MINUTES:**

129  
130 1. March 3, 2020.

131  
132 Motion by Council Member Porter to approve the Minutes of March 3, 2020, with the submitted and posted  
133 changes, was seconded by Council Member Willden.  
134 Vote: Council Members Poduska, Porter, McOmber, Willden, and Carn – Aye  
135 Motion carried unanimously.

136  
137 **ADJOURNMENT:**

138  
139 There being no further business, Mayor Miller adjourned the meeting at 6:35 p.m.

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

143  
144 Attest:

145 \_\_\_\_\_  
146 Cindy LoPiccolo, City Recorder

147 Approved: