SARATOGA SPRINGS

Life's just better here

1. 2020-10-6 Cc Agenda

   Documents:

   2020-10-6 CC AGENDA.PDF

2. 2020-10-6 Cc Packet

   Documents:

   2020-10-6 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

CITY OF SARATOGA SPRINGS
Tuesday, October 6, 2020, 6:00 pm
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

POLICY MEETING

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Public Input – This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed on this agenda.
6. Presentation: Hutchings Museum & Institute, Daniela Larsen Executive Director.

REPORTS:

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.

PUBLIC HEARINGS:

1. Wander Phase D3 Portion of a 15' Wide Water Line Easement Vacation, Oakwood Homes Applicant, West of Riverside Drive, North of 400 West; Ordinance 20-31 (10-6-20).
2. Riverside Crossing Plat A Utility Easement Vacations, Zach Olsen Applicant, Pioneer Crossing and Redwood Road, as follows:
   15' Wide Sewer and Power Transmission Easement Vacation; Ordinance 20-32 (10-6-20).
   20' Wide Sewer Easement Vacation; Ordinance 20-33 (10-6-20).
   15' Wide Water Easement Vacation; Ordinance 20-34 (10-6-20).

BUSINESS ITEMS:

1. Western Hills Phase 2 and 3 Final Plat Request for Additional Extension, Susan Palmer Applicant, ~150 West Aspen Hills Boulevard.
2. Utah County Officer Involved Critical Incident Protocol Agreement Amendment; Resolution R20-43 (10-6-20).
3. Ratification of Award of Contract to Condi Construction for Knolls Fire Phase 2; Resolution R20-44 (10-6-20).
4. Riverview Subdivision Preliminary Plat, Jared Osmond Applicant, West of Redwood Road along Riverside Drive, South of Riverbend Townhomes, and North of the Chiu Property.

MINUTES:

1. September 15, 2020.

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.

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

Meetings are streamed live at https://www.youtube.com/c/CityofSaratogaSprings
Questions and comments to staff and/or Council may be submitted to comments@saratogaspringscity.com
Citizens may address the Council in person 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.

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. 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 Memorandum

Author: Gina Grandpre, Planner II
Memo Date: Wednesday, September 30, 2020
Meeting Date: Tuesday, October 6, 2020
Re: Wander Phase D3; Water Line Easement Vacation

Background & Recommendation
Within the Wander Community, Village 1 Plan, and the proposed Phase D3 subdivision of the Wander Community there is currently a water line easement belonging to Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A), is being requested to be vacated. In July 2004, the water line easement was recorded (See Attachment B), however, the water line has not been installed and with the development to the Wander Community has been located within right-of-ways. The applicant, Oakwood Homes, has asked to vacate this water line easement, for the purpose of development. Planning staff and engineering has reviewed the easement vacation request and recommends the City Council approve the vacation of said water line easement (See Attachment C).

Process
The Council has been requested by the applicant to approve Ordinance 10-06-20; an easement vacation in the proposed Wander Phase D3 plat.

Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

Option 1 – Staff Recommendation, Positive Recommendation

"I move to **approve** Ordinance 10-06-20 vacating the water line easement as outlined in the Legal Description (Attachment "C") with the Findings and Conditions in this memorandum:"

Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
    a. mailed to the record owner of each parcel that is accessed by the Easement; and
    b. mailed to each affected entity; and
    c. posted on or near the Easement in a manner that is calculated to alert the public; and
    d. published on the City's website and the Utah Public Notice Website; and

Conditions:

1. All conditions of the City Engineer shall be met.
2. All other City and State Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council: _____.

Alternative 1 – Continuance

The City Council may also choose to continue the item. "I move to **continue** the Ordinance 10-06-20 vacating the water line easement as outlined in the Legal Description (Attachment "C") 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 – Negative Recommendation

The City Council may also choose to deny the easement vacation request. "I move to **Deny** Ordinance 10-06-20; vacating the water line easement as outlined in the Legal Description (Attachment "C") with the Findings below:

1. _____
2. _____

Attachments

A. Wander D3 Plat
B. Original Recorded Easement
C. Requested Easement Vacation Legal Description
D. Ordinance 10-06-2020

Attachment A: Proposed Wander Phase D3 Plat

WANDER
PHASE D3

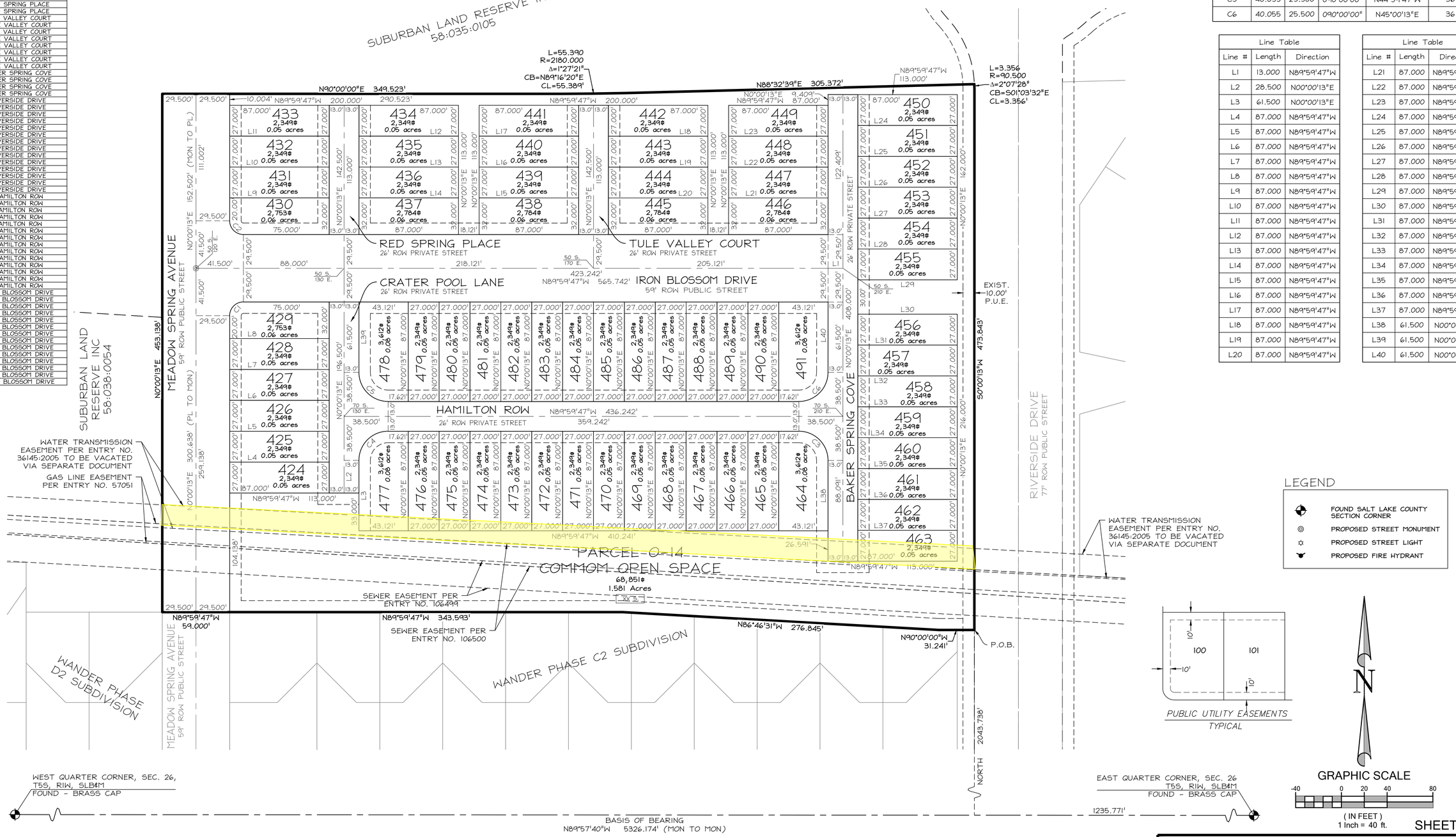
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

LOT TABLE	
LOT	ADDRESS
424	87 S. MEADOW SPRING AVENUE
425	83 S. MEADOW SPRING AVENUE
426	79 S. MEADOW SPRING AVENUE
427	71 S. MEADOW SPRING AVENUE
428	63 S. MEADOW SPRING AVENUE
429	59 S. MEADOW SPRING AVENUE
430	43 S. MEADOW SPRING AVENUE
431	39 S. MEADOW SPRING AVENUE
432	33 S. MEADOW SPRING AVENUE
433	29 S. MEADOW SPRING AVENUE
434	28 S. RED SPRING PLACE
435	32 S. RED SPRING PLACE
436	36 S. RED SPRING PLACE
437	42 S. RED SPRING PLACE
438	41 S. TULE VALLEY COURT
439	37 S. TULE VALLEY COURT
440	31 S. TULE VALLEY COURT
441	27 S. TULE VALLEY COURT
442	26 S. TULE VALLEY COURT
443	34 S. TULE VALLEY COURT
444	38 S. TULE VALLEY COURT
445	44 S. TULE VALLEY COURT
446	45 S. BAKER SPRING COVE
447	39 S. BAKER SPRING COVE
448	33 S. BAKER SPRING COVE
449	29 S. BAKER SPRING COVE
450	24 S. RIVERSIDE DRIVE
451	28 S. RIVERSIDE DRIVE
452	34 S. RIVERSIDE DRIVE
453	38 S. RIVERSIDE DRIVE
454	44 S. RIVERSIDE DRIVE
455	48 S. RIVERSIDE DRIVE
456	58 S. RIVERSIDE DRIVE
457	64 S. RIVERSIDE DRIVE
458	68 S. RIVERSIDE DRIVE
459	72 S. RIVERSIDE DRIVE
460	74 S. RIVERSIDE DRIVE
461	78 S. RIVERSIDE DRIVE
462	82 S. RIVERSIDE DRIVE
463	86 S. RIVERSIDE DRIVE
464	201 E. HAMILTON ROW
465	197 E. HAMILTON ROW
466	191 E. HAMILTON ROW
467	187 E. HAMILTON ROW
468	181 E. HAMILTON ROW
469	177 E. HAMILTON ROW
470	173 E. HAMILTON ROW
471	169 E. HAMILTON ROW
472	163 E. HAMILTON ROW
473	157 E. HAMILTON ROW
474	153 E. HAMILTON ROW
475	147 E. HAMILTON ROW
476	143 E. HAMILTON ROW
477	139 E. HAMILTON ROW
478	138 E. IRON BLOSSOM DRIVE
479	142 E. IRON BLOSSOM DRIVE
480	146 E. IRON BLOSSOM DRIVE
481	152 E. IRON BLOSSOM DRIVE
482	156 E. IRON BLOSSOM DRIVE
483	162 E. IRON BLOSSOM DRIVE
484	168 E. IRON BLOSSOM DRIVE
485	172 E. IRON BLOSSOM DRIVE
486	176 E. IRON BLOSSOM DRIVE
487	182 E. IRON BLOSSOM DRIVE
488	188 E. IRON BLOSSOM DRIVE
489	192 E. IRON BLOSSOM DRIVE
490	196 E. IRON BLOSSOM DRIVE
491	202 E. IRON BLOSSOM DRIVE

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	18.850	12.000	090°00'00"	N45°00'13"E	16.971
C2	18.850	12.000	090°00'00"	N44°59'47"W	16.971
C3	40.055	25.500	090°00'00"	N44°59'47"W	36.062
C4	40.055	25.500	090°00'00"	N45°00'13"E	36.062
C5	40.055	25.500	090°00'00"	N44°59'47"W	36.062
C6	40.055	25.500	090°00'00"	N45°00'13"E	36.062

Line Table		
Line #	Length	Direction
L1	13.000	N89°59'47"W
L2	28.500	N00°00'13"E
L3	61.500	N00°00'13"E
L4	87.000	N89°59'47"W
L5	87.000	N89°59'47"W
L6	87.000	N89°59'47"W
L7	87.000	N89°59'47"W
L8	87.000	N89°59'47"W
L9	87.000	N89°59'47"W
L10	87.000	N89°59'47"W
L11	87.000	N89°59'47"W
L12	87.000	N89°59'47"W
L13	87.000	N89°59'47"W
L14	87.000	N89°59'47"W
L15	87.000	N89°59'47"W
L16	87.000	N89°59'47"W
L17	87.000	N89°59'47"W
L18	87.000	N89°59'47"W
L19	87.000	N89°59'47"W
L20	87.000	N89°59'47"W

Line Table		
Line #	Length	Direction
L21	87.000	N89°59'47"W
L22	87.000	N89°59'47"W
L23	87.000	N89°59'47"W
L24	87.000	N89°59'47"W
L25	87.000	N89°59'47"W
L26	87.000	N89°59'47"W
L27	87.000	N89°59'47"W
L28	87.000	N89°59'47"W
L29	87.000	N89°59'47"W
L30	87.000	N89°59'47"W
L31	87.000	N89°59'47"W
L32	87.000	N89°59'47"W
L33	87.000	N89°59'47"W
L34	87.000	N89°59'47"W
L35	87.000	N89°59'47"W
L36	87.000	N89°59'47"W
L37	87.000	N89°59'47"W
L38	61.500	N00°00'13"E
L39	61.500	N00°00'13"E
L40	61.500	N00°00'13"E



SHEET 2 OF 2

PERIGEE CONSULTING
CIVIL • STRUCTURAL • SURVEY
9089 SOUTH 1300 WEST, SUITE 160 WEST JORDAN, UT 84088
801.628.6004 TEL 801.590.6611 FAX WWE.PERIGEECIVIL.COM

PHASE D3

WANDER

SUBDIVISION

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

Attachment B: Original Recorded Easement

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

REAL ESTATE SERVICES DIVISION
PHYSICAL FACILITIES DEPARTMENT
50 E. North Temple St. Rm. 1205
Salt Lake City, Utah 84150-6320
Phone: 1-801-240-3840
Facsimile: 1-801-240-4005
Writer's Direct Line: (801) 240-7950
E-mail: wrightfd@ldschurch.org

RECEIVED
JUL 09 2004
GILSON ENGINEERING

In Reference To:
Wel UT Saratoga West Crops Proj
Property No. 510-7091

Grantee:
1307 No. Commerce D.
#200
City of Saratoga Springs.
Ut 84043

July 6, 2004

ENT 36145:2005 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Apr 06 11:19 am FEE 0.00 BY AB
RECORDED FOR CITY OF SARATOGA SPRINGS

Gilson Engineering
Attn: Larry Gilson PE
12401 South 450 East, Bldg C, Unit 2
Draper, UT 84020

Dear Mr. Gilson:

RE: City of Saratoga Springs

Enclosed please find an **Easement** on the above property, which has been signed by an Authorized Agent of the Church before a Notary Public.

Would you now please have an authorized representative of the City of Saratoga Springs sign, before a Notary Public, and then have it recorded at the Utah County Recorder's office.

After the Easement has been recorded, please return a copy, showing the recording information, to my attention in the enclosed self-addressed, postage paid envelope.

Sincerely,

Flora D. Wright

Flora D. Wright
Easement Coordinator Closing Officer

Enclosure(s)

cc: Douglas D. Wilkinson, Real Estate Representative (w/o enclosures)
Work Order No. 2004-031
Brent Chugg, Production Manager (w/o enclosures)

Please refer to the above property number in all correspondence and phone calls.

WHEN RECORDED MAIL TO:
Gilson Engineering, Inc.
12401 S. 450 E. #C2
Draper, Utah 84020

PARCEL I.D.# 58-037-0016,
PARCEL I.D.# 58-038-0025,

GRANTOR: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole

CPB#510-7091

EASEMENT

A twenty (20) foot wide water line easement lying in the Northwest Quarter of Section 25, and the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

For the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR hereby grants, conveys, sells, and sets over unto the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual nonexclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace an underground water pipeline, with such valves, valve boxes and other water transmission and distribution structures and facilities to be installed and maintain at or below grade, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point which lies South 300.70 feet, and West 506.24 feet from the North Quarter Corner of said Section 25 (Basis of Bearing being North 89°49'50" East 2658.94 feet (meas)); and running thence South 30°07'38" West 67.21 feet; thence South 33°49'50" West 513.80 feet; thence : North 86°34'27" West 461.09 feet; thence North 87°33'26" West 498.70 feet; thence North 86°14'26" West 494.24 feet; thence North 86°58'51" West 503.60 feet; thence North 86°36'44" West 496.26 feet; thence North 86°55'34" West 2120.83 feet, more or less, to a point on the East right-of-way line of Redwood Road (Utah SR 68), said point being the end of said line of reference, said point lying South 84°20'14" West 5420.25 feet from the North Quarter Corner of said Section 25.

Contains: 2.367 acres (approx. 5,156 ln. ft.)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction

periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. GRANTEE shall cause the contractor performing the work to restore all property, through which the work traverses, to as near its original condition as is reasonably possible. In the event that, after initial construction, GRANTEE or its contractors or agents disturb landscaping, lawn, bushes, sprinkling systems, paving, sidewalks or similar improvements on Grantor's property in the exercise of this easement, GRANTEE agrees to promptly restore such improvements to the condition they were in prior to disturbance.

GRANTOR reserves unto itself, its successors and assigns, for all times hereafter, the sole and exclusive right to use the surface of the property affected by this easement for any and all purposes not inconsistent with this easement, including but not limited to roads, curb, gutter, sidewalk, parking areas, landscaping and other useful purposes as it reasonably determines, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct, or permit to be built or constructed, any building or structure (which shall not be deemed to include roads, curb, gutter, sidewalk, parking areas, or landscaping) over or across this right-of-way and easement without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

GRANTEE agrees, for itself, its successors and assigns, to indemnify and hold GRANTOR harmless from and against any claims, demands, liabilities and/or causes of action arising out of GRANTEE'S exercise of the easement rights granted herein, including without limitation any liens filed against GRANTOR's property, and including all costs and reasonable attorney's fees incurred by GRANTOR in defending itself, through counsel acceptable to GRANTOR, against any such claims, demands, liabilities and/or causes of action.

GRANTEE acknowledges that the easement granted herein lies within a 40-foot wide easement previously granted by GRANTOR to the Town of Eagle Mountain, Utah, for a sewer pipeline (the "Sewer Easement"). The Sewer Easement was granted pursuant to an Agreement and Grant of Easement to the Town of Eagle Mountain, dated October 20, 1998, and recorded on October 20, 1998, as Entry No. 106499, at Book 4819, Page 90 of the Official Records of Utah County, Utah. GRANTEE, at GRANTEE's expense, shall coordinate its installation of its water pipeline with the Town of Eagle Mountain, shall obtain any necessary approvals from Eagle Mountain, shall comply with all applicable requirements of the Sewer Easement, and with all applicable codes, regulations and requirements of governmental entities or agencies having jurisdiction.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this right-of-way and Easement this 16th day of July, 2004.

GRANTOR:

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Authorized Agent

GRANTEE:

City of Saratoga Springs, a body politic of The State of Utah

By: _____
Title: Mayor

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 6th day of July, 2004, personally appeared before me Terry F. Ruck, who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same as an Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Flora Wright
Notary Public
Residing at: Salt Lake City, UT

My Commission Expires: Oct 10, 2005

NOTARY PUBLIC
FLORA D. WRIGHT
50 E. N. TEMPLE ST. 12TH FLR.
SALT LAKE CITY, UT 84150
MY COMMISSION EXPIRES
OCTOBER 10, 2005
STATE OF UTAH

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 6 day of July, 2004, personally appeared before me Timothy L. Parker who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same as the Mayor of the City of Saratoga Springs, a body politic of the State of Utah.

Angela V. S. Smith
Notary Public
Residing at: 1307 No. Commerce Dr. #200

My Commission Expires:
8-14-2005

ANGELA V. S. SMITH
NOTARY PUBLIC • STATE of UTAH
1307 N. COMMERCE DR. #200
LEHI, UTAH 84043
COMM. EXPIRES 8-14-2005

NOTICE OF ADDRESS CHANGES

FOR

ADDRESSES IN LAKE MOUNTAIN ESTATES,
PLAT D SUBDIVISION
A SUBDIVISION IN THE CITY OF SARATOGA SPRINGS

Notice is hereby given and through this recorded document all are advised that the following addresses in the Lake Mountain Estates, Plat D subdivision have been changed as indicated in this notice. This change is effective immediately.

Parcel #	***Old Address***	***New Address***
45:316:5	**3424 S. MIRROR LAKE CIRCLE**	**3420 S. MIRROR LAKE CIRCLE**
45:316:6	**3427 S. MIRROR LAKE CIRCLE**	**3429 S. MIRROR LAKE CIRCLE**

Lori Yates, City Recorder
City of Saratoga Springs

CITY of SARATOGA SPRINGS
CORPORATE SEAL
STATE OF UTAH

Attachment C: Requested Easement Vacation Legal Description

Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:
Proposed Wander D3 Subdivision more particularly described as follows:
Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.

ORDINANCE NO. 10-06-2020

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A WATER LINE EASEMENT

WHEREAS, the City previously acquired a water line easement recorded on April 6, 2005 as Entry Number 36145:2005 in the Utah County Recorder's Office, a copy of which easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said portion of Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 6th day of October 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

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

EXHIBIT A

Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:
Proposed Wander D3 Subdivision more particularly described as follows:
Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.

ORDINANCE NO. 20-31 (10-6-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A WATER LINE EASEMENT

WHEREAS, the City previously acquired a water line easement recorded on April 6, 2005 as Entry Number 36145:2005 in the Utah County Recorder's Office, a copy of which easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said portion of Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 6th day of October 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A

Easement

Abandoning a portion of a twenty (20) foot wide water line easement as shown in Entry 36145:2005 in the Office of the Utah County Recorder, abandoned portion being located in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said abandonment being any portion of said easement lying within the following described tracts of land:
Proposed Wander D3 Subdivision more particularly described as follows:
Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point also being the Northeast Corner of the Wander Phase C2 subdivision, said point lies North 89°57'40" West 1235.771 feet along the Section Line and North 2043.738 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase C2 the following (3) courses: 1) West 31.241 feet; 2) North 86°46'31" West 276.845 feet; 3) North 89°59'47" West 343.593 feet to the Northwest Corner of said Wander Phase C2, said point also being a Northeast Corner of the Wander Phase D2 subdivision; thence along said Wander Phase D2 North 89°59'47" West 59.000 feet; thence North 00°00'13" East 453.138 feet; thence East 349.523 feet to a point on a 2180.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 89°16'20" East 55.389 feet); thence along the arc of said curve 55.390 feet through a central angle of 01°27'21"; thence North 88°32'39" East 305.372 feet to a point on the said West Right-of-Way Line of Riverside Drive and a point on a 90.500 foot radius non tangent curve to the right, (radius bears South 87°52'44" West, Chord: South 01°03'32" East 3.356 feet); thence along said West Right-of-Way Line the following (2) courses: 1) along the arc of said curve 3.356 feet through a central angle of 02°07'28"; 2) South 00°00'13" West 473.843 feet to the point of beginning.

Also all of Parcel A of the Jordan Promenade Minor Subdivision Village 1 Phase 2 as recorded in the Office of the Utah County Recorder.

City Council Memorandum

Author:	Gina Grandpre, Planner II
Memo Date:	Wednesday, September 30, 2020
Meeting Date:	Tuesday, October 6, 2020
Re:	Riverside Crossing; 15 ft Sewer Easement Vacation

Background & Recommendation
Within the proposed Riverside Crossing Subdivision, the current 15 ft sewer easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

Process
The Council has been requested by the applicant to approve Ordinance 10-06-20-2; an easement vacation in the proposed Riverside Crossing Subdivision.

Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

Option 1 – Staff Recommendation, Positive Recommendation

"I move to **approve** Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings and Conditions in this memorandum:"

Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
    a. mailed to the record owner of each parcel that is accessed by the Easement; and
    b. mailed to each affected entity; and
    c. posted on or near the Easement in a manner that is calculated to alert the public; and
    d. published on the City's website and the Utah Public Notice Website; and

Conditions:

1. All conditions of the City Engineer shall be met.
2. All other City and State Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council: _____.

Alternative 1 – Continuance

The City Council may also choose to continue the item. "I move to **continue** the Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") 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 – Negative Recommendation

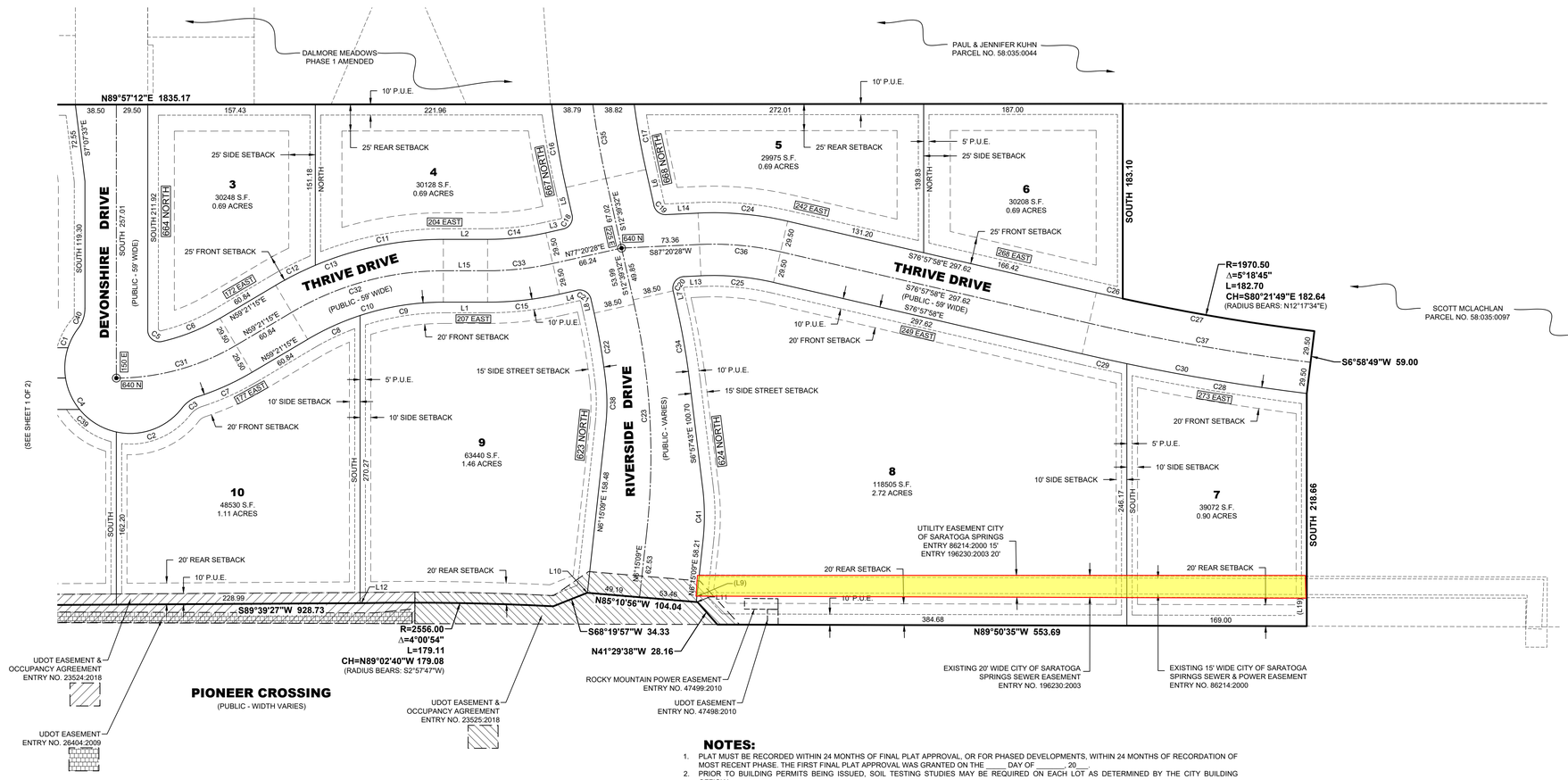
The City Council may also choose to deny the easement vacation request. "I move to **Deny** Ordinance 10-06-20-2 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings below:

1. _____
2. _____

Attachments

A. Proposed Riverside Crossing Plat
B. Requested Easement Vacation Legal Description
C. Ordinance 10-06-2020-2

Attachment A: Proposed Riverside Crossing Subdivision



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	61.50	46°02'29"	49.42	S14°10'46"W 48.10
C2	61.50	64°40'17"	69.42	N69°56'28"E 65.79
C3	31.50	34°26'40"	18.94	S54°49'40"W 18.65
C4	61.50	179°35'40"	192.77	S52°35'50"E 123.00
C5	11.00	103°00'10"	19.78	S51°30'05"E 17.22
C6	191.00	17°38'35"	58.81	N68°10'32"E 58.58
C7	250.00	12°41'46"	55.40	N65°42'07"E 55.28
C8	250.00	12°24'48"	54.16	S65°33'39"W 54.06
C9	250.00	18°13'57"	79.55	S80°53'01"W 79.22
C10	250.00	30°38'45"	133.72	S74°40'37"W 132.13
C11	309.00	22°54'24"	123.54	S78°32'48"W 122.72
C12	309.00	7°44'21"	41.74	S63°13'25"W 41.71
C13	309.00	30°38'45"	165.28	S74°40'37"W 163.31
C14	250.00	12°39'32"	55.23	N83°40'14"E 55.12
C15	309.00	12°39'32"	68.27	N83°40'14"E 68.13
C16	788.50	5°46'14"	79.41	S9°46'24"E 79.38
C17	711.50	5°01'34"	62.41	S10°08'45"E 62.39
C18	11.00	90°00'00"	17.28	N32°20'28"E 15.56
C19	11.00	80°00'00"	15.36	S52°39'32"E 14.14
C20	11.00	100°00'00"	19.20	S37°20'28"W 16.85
C21	11.00	90°00'00"	17.28	N57°39'32"W 15.56
C22	611.50	6°03'00"	64.57	N9°38'02"W 64.54
C23	650.00	18°54'41"	214.54	N3°12'11"W 213.57
C24	309.50	15°41'34"	84.77	N84°48'45"W 84.50
C25	250.50	15°41'34"	68.61	N84°48'45"W 68.39
C26	1970.50	0°44'28"	25.49	S77°20'12"E 25.49
C27	1970.50	6°03'13"	208.19	S79°59'35"E 208.10
C28	2029.50	4°50'15"	171.35	S80°36'04"E 171.30
C29	2029.50	1°12'58"	43.08	S77°34'27"E 43.07
C30	2029.50	6°03'13"	214.43	S79°59'35"E 214.33
C31	220.50	30°38'45"	117.94	N74°40'37"E 116.54
C32	279.50	30°38'45"	149.50	S74°40'37"W 147.72
C33	279.50	12°39'32"	61.75	N83°40'14"E 61.63
C34	709.50	5°41'49"	70.55	N9°48'38"W 70.52
C35	750.00	5°25'03"	70.92	S9°57'00"E 70.89
C36	280.00	15°41'34"	76.69	N84°48'45"W 76.45
C37	2000.00	6°03'13"	211.31	S79°59'35"E 211.21
C38	186.00	12°51'41"	41.75	N0°10'42"W 41.66
C39	61.50	68°52'55"	73.94	S43°16'56"E 69.56
C40	31.50	37°12'01"	20.45	S18°36'00"W 20.09
C41	214.00	13°12'52"	49.36	N0°21'17"W 49.25

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N90°00'00"E	41.53
L2	N90°00'00"E	41.53
L3	N77°20'28"E	16.74
L4	N77°20'28"E	16.74
L5	S12°39'32"E	26.52
L6	N12°39'32"W	34.63
L7	S12°39'32"E	16.20
L8	S12°39'32"E	13.49
L9	N6°15'09"E	8.82
L10	S85°10'56"E	0.16
L11	S85°10'56"E	1.22
L12	N89°39'27"E	2.45
L13	S87°20'28"W	15.96
L14	S87°20'28"W	30.24
L15	N90°00'00"E	41.53
L16	S35°08'00"E	57.69
L17	S87°56'41"E	8.54
L18	N47°02'00"E	16.19
L19	N0°00'00"E	29.70
L20	N44°14'25"E	39.78

NOTES:

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20_____.
2. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3. THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
4. PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO._____." WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6. ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
7. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
8. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
9. LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S.
10. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY INTERMOUNTAIN GEOENVIRONMENTAL SERVICES, INC. WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.
11. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
12. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10FEET.
13. THE BENCHMARK FOR THE TOPOGRAPHIC INFORMATION PROVIDED HEREON IS THE FOUND 2014 UTAH COUNTY MONUMENT AT THE NORTH 1/4 CORNER OF SECTION 23, T5S, R1W, SLB&M, WITH A PUBLISHED UTAH COUNTY (NGVD29) ELEVATION OF 4,509.11 FEET.
14. THIS PROPERTY IS WITHIN FLOOD ZONE "X" AND ZONE "X" (SHADED) ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NO. 4902500115 A, EFFECTIVE DATE: JULY 17, 2002, REVISED TO REFLECT LOMR, EFFECTIVE DATE: MARCH 20, 2014 AND LOMR, EFFECTIVE DATE: DECEMBER 19, 2016. THE FLOOD ZONE LINE BETWEEN ZONE "X" AND ZONE "X" (SHADED) WAS SCALED FROM THE 2014 LOMR.
15. A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, ORDER NO. NCS-877018-SLC1, EFFECTIVE DATE: NOVEMBER 09, 2017 AND ORDER NO. NCS-877019-SLC1, EFFECTIVE DATE: NOVEMBER 20, 2017, WAS USED IN THE PREPARATION OF THIS PLAT AND LEI CONSULTING ENGINEERS AND SURVEYORS, INC. IS ENTITLED TO RELY ON THE ACCURACY OF THIS REPORT, AND IS NOT LIABLE FOR ERRORS AND OMISSIONS BASED ON THE RELIANCE OF SAID TITLE REPORT. ALL EASEMENTS OF RECORD SHOWN HEREON ARE REFERENCED FROM SAID REPORT.
16. ALL LOTS HAVE A BLANKET EASEMENT FOR CROSS ACCESS INTERCONNECTION BETWEEN LOTS.
17. PROPERTY OWNERS TO MAINTAIN LANDSCAPING ADJACENT TO LOT ALONG UDOT RIGHT OF WAY.

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

RIVERSIDE CROSSING SUBDIVISION
PLAT A

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH

SHEET 2 OF 2

This form approved by Utah County and the municipalities therein.

Attachment B: Requested Easement Vacation Legal Description

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH
RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located S0°13'38"E 1280.92 feet along the Quarter Section Line and East 136.93 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°37'54"E 807.84 feet; thence S89°43'26"E 458.99 feet; thence S89°49'20"E 131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.48 acres
20,970 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 801.798.0555 801.798.9393

Attachment C: Ordinance 10-06-2020-2

ORDINANCE NO. 10-06-2020 (2)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 86214:2000 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 – PUB LIC 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 6th day of October 2020

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

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

EXHIBIT A

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH
RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located S0°13'38"E 1280.92 feet along the Quarter Section Line and East 136.93 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°37'54"E 807.84 feet; thence S89°43'26"E 458.99 feet; thence S89°49'20"E 131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.48 acres
20,970 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

ORDINANCE NO. 20-32 (10-6-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 86214:2000 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 6th day of October, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

15' WIDE SEWER & POWER TRANSMISSION EASEMENT ABANDONMENT TROUGH
RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 86214:2000 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 86214:2000 in the office of the Utah County Recorder, said point being located S0°13'38"E 1280.92 feet along the Quarter Section Line and East 136.93 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°37'54"E 807.84 feet; thence S89°43'26"E 458.99 feet; thence S89°49'20"E 131.19 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.48 acres
20,970 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

City Council Memorandum

Author:	Gina Grandpre, Planner II
Memo Date:	Wednesday, September 30, 2020
Meeting Date:	Tuesday, October 6, 2020
Re:	Riverside Crossing; 20 ft Sewer Easement Vacation

Background & Recommendation
Within the proposed Riverside Crossing Subdivision, the current 20 ft sewer easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

Process
The Council has been requested by the applicant to approve Ordinance 10-06-20-3; an easement vacation in the proposed Riverside Crossing Subdivision.

Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

Option 1 – Staff Recommendation, Positive Recommendation

"I move to **approve** Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings and Conditions in this memorandum:"

Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
    a. mailed to the record owner of each parcel that is accessed by the Easement; and
    b. mailed to each affected entity; and
    c. posted on or near the Easement in a manner that is calculated to alert the public; and
    d. published on the City's website and the Utah Public Notice Website; and

Conditions:

1. All conditions of the City Engineer shall be met.
2. All other City and State Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council: _____.

Alternative 1 – Continuance

The City Council may also choose to continue the item. "I move to **continue** the Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") 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 – Negative Recommendation

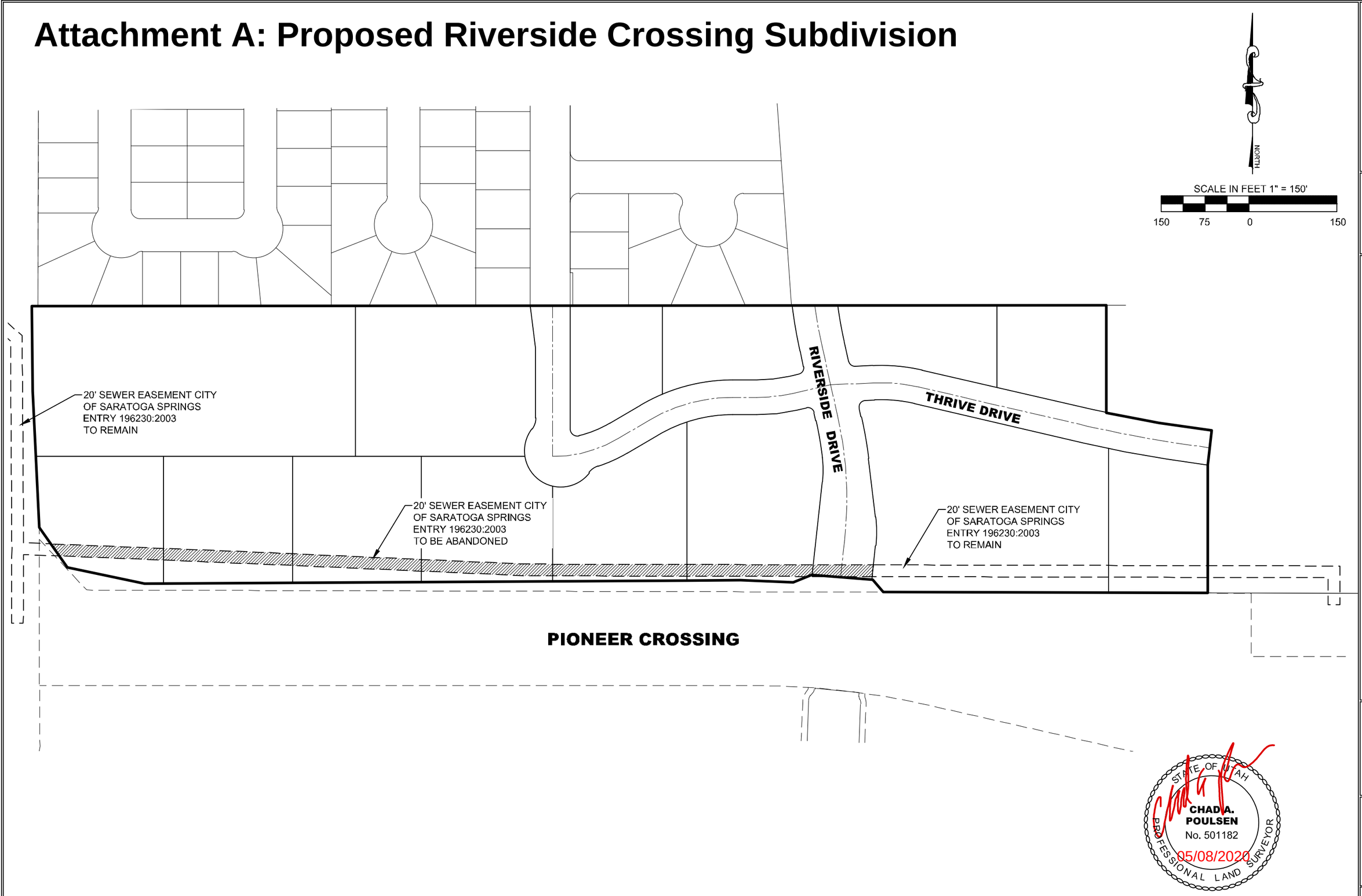
The City Council may also choose to deny the easement vacation request. "I move to **Deny** Ordinance 10-06-20-3 vacating a 20 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings below:

1. _____
2. _____

Attachments

A. Proposed Riverside Crossing Plat
B. Requested Easement Vacation Legal Description
C. Ordinance 10-06-2020-3

Attachment A: Proposed Riverside Crossing Subdivision



LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

RIVERSIDE CROSSING SUBDIVISION

SARATOGA SPRINGS, UTAH

SEWER EASEMENT 196230:2003 EXHIBIT

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2018-0055

DRAWN BY: BLS

DESIGNED BY: NKW

SCALE: 1"=150' (11x17)

DATE: 5/6/2020

SHEET 1

Attachment B: Requested Easement Vacation Legal Description

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

20' WIDE SEWER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 20 foot wide utility easement described in Entry No. 196230:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196230:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1282.21 feet along the Quarter Section Line and East 137.82 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°41'35"E 350.22 feet; thence S87°28'26"E 455.98 feet; thence S89°52'00"E 458.99 feet; thence S89°52'00"E 131.86 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.64 acres
27,941 Sq. Ft.

• Civil Engineering
• Structural Engineering
• Surveying
• Land Planning
• Landscape Architecture

www.lei-eng.com

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 801.798.0555 801.798.9393

Attachment C: Ordinance 10-06-2020-3

ORDINANCE NO. 10-06-2020-03

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 196230:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 – PUB LIC 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 6th day of October 2020

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

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

EXHIBIT A

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

20' WIDE SEWER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 20 foot wide utility easement described in Entry No. 196230:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196230:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1282.21 feet along the Quarter Section Line and East 137.82 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°41'35"E 350.22 feet; thence S87°28'26"E 455.98 feet; thence S89°52'00"E 458.99 feet; thence S89°52'00"E 131.86 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.64 acres
27,941 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

www.lei-eng.com

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 801.798.0555 801.798.9393

ORDINANCE NO. 20-33 (10-6-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 196230:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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SECTION III – EFFECTIVE DATE

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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.

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b. publish notice as follows:
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    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 6th day of October 2020

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
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PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
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SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

20' WIDE SEWER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 20 foot wide utility easement described in Entry No. 196230:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196230:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1282.21 feet along the Quarter Section Line and East 137.82 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°41'35"E 350.22 feet; thence S87°28'26"E 455.98 feet; thence S89°52'00"E 458.99 feet; thence S89°52'00"E 131.86 feet to the Easterly right-of-way line of Riverside Drive as shown on Riverside Crossing Subdivision, Plat "A", being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the right-of-way lines of Redwood Road and Riverside Drive.

Contains: ±0.64 acres
27,941 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

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Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 801.798.0555 801.798.9393

City Council Memorandum

Author:	Gina Grandpre, Planner II
Memo Date:	Wednesday, September 30, 2020
Meeting Date:	Tuesday, October 6, 2020
Re:	Riverside Crossing; 15 ft Water Line Easement Vacation

Background & Recommendation
Within the proposed Riverside Crossing Subdivision, the current 15 ft water line easement in favor of Saratoga Springs City; running east and west along the front portion of the proposed subdivision (See Attachment A) is being requested to be vacated and relocated within the proposed right-of-way of the proposed Thrive Drive and Pioneer Crossing.

Process
The Council has been requested by the applicant to approve Ordinance 10-06-20-4; an easement vacation in the proposed Riverside Crossing Subdivision.

Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the easement vacation, and choose from the following options.

Option 1 – Staff Recommendation, Positive Recommendation

"I move to **approve** Ordinance 10-06-20-4 vacating a 15 foot water line easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings and Conditions in this memorandum:"

Findings

1. The application complies with the criteria in Utah Code § 10-9a-609.5 which allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice.
2. Public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:
    a. mailed to the record owner of each parcel that is accessed by the Easement; and
    b. mailed to each affected entity; and
    c. posted on or near the Easement in a manner that is calculated to alert the public; and
    d. published on the City's website and the Utah Public Notice Website; and

1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x 185 • 801-766-9794 fax
ggrandpre@saratogaspringscity.com

Conditions:

1. All conditions of the City Engineer shall be met.
2. All other City and State Code requirements shall be met.
3. Any other conditions or changes as articulated by the City Council: _____.

Alternative 1 – Continuance

The City Council may also choose to continue the item. "I move to **continue** the Ordinance 10-06-20-4 vacating a 15 foot water line easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") 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 – Negative Recommendation

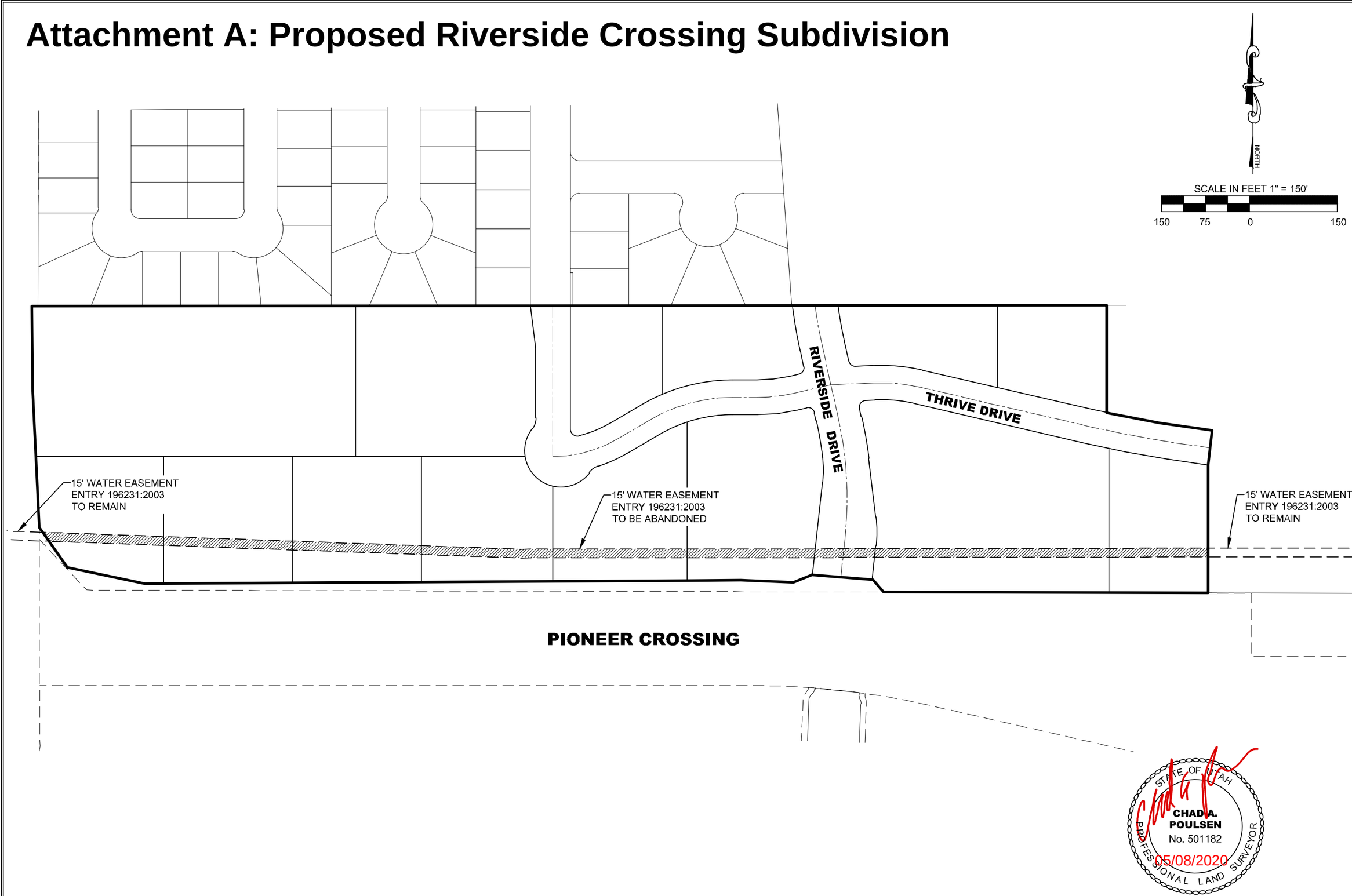
The City Council may also choose to deny the easement vacation request. "I move to **Deny** Ordinance 10-06-20-4 vacating a 15 foot sewer easement in the proposed Riverside Crossing Subdivision as outlined in the Legal Description (Attachment "C") with the Findings below:

1. _____
2. _____

Attachments

A. Proposed Riverside Crossing Plat
B. Requested Easement Vacation Legal Description
C. Ordinance 10-06-2020-4

Attachment A: Proposed Riverside Crossing Subdivision



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

RIVERSIDE CROSSING SUBDIVISION
SARATOGA SPRINGS, UTAH

SEWER EASEMENT 196231:2003 EXHIBIT

REVISIONS
1 .
2 .
3 .
4 .
5 .

LEI PROJECT #: 2018-0055
DRAWN BY: BLS
DESIGNED BY: NKW
SCALE: 1"=150' (11x17)
DATE: 5/6/2020
SHEET 1

Attachment B: Requested Easement Vacation Legal Description

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION
PREPARED FOR
THRIVE
SARATOGA SPRINGS, UTAH
Job No. 18-0055
(May 6, 2020)

15' WIDE WATER EASEMENT ABANDONMENT TROUGH RIVERSIDE CROSSING, PLAT A

A portion of that 15 foot wide utility easement described in Entry No. 196231:2003 in the office of the Utah County Recorder being located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, the centerline of that portion to be abandoned is described as follows:

Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196231:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1259.81 feet along the Quarter Section Line and East 122.16 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°58'00"E 809.33 feet; thence N89°55'05"E 1175.14 feet to the Easterly line of the Riverside Crossing Subdivision, Plat "A" as shown on said plat, being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the Easterly right-of-way line of Redwood Road and the Easterly plat line of the Riverside Crossing Subdivision, Plat "A".

Contains: ±0.68 acres
29,767 Sq. Ft.

Attachment C: Ordinance 10-06-2020-4

ORDINANCE NO. 10-06-2020-04

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A WATER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 196231:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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 – PUB LIC 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 6th day of October 2020

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

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

EXHIBIT A

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
No. 501182
05/08/2020
PROFESSIONAL LAND SURVEYOR

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Beginning at a point on the Easterly right-of-way line of Redwood Road (SR-68) and the existing centerline of that Utility Easement described in Deed Entry No. 196231:2003 in the office of the Utah County Recorder, said point being located S0°13'38"E 1259.81 feet along the Quarter Section Line and East 122.16 feet from the North 1/4 Corner of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S87°58'00"E 809.33 feet; thence N89°55'05"E 1175.14 feet to the Easterly line of the Riverside Crossing Subdivision, Plat "A" as shown on said plat, being the terminus of said Utility Easement centerline abandonment. Extend and retract the North and South sidelines of the existing easement to terminate with the Easterly right-of-way line of Redwood Road and the Easterly plat line of the Riverside Crossing Subdivision, Plat "A".

Contains: ±0.68 acres
29,767 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

www.lei-eng.com

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 801.798.0555 801.798.9393

ORDINANCE NO. 20-34 (10-6-20)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A WATER LINE EASEMENT

WHEREAS, the City previously acquired a sewer line easement **a**s Entry Number 196231:2003 in the Utah County Recorder's Office, a copy of which plat/easement is attached as Exhibit A ("Easement"); and

WHEREAS, the Easement is no longer necessary for the City to provide municipal services including utility services and therefore the City wishes to vacate said Easement; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing after proper notice, finds that good cause exists for the vacation, finds that neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, public notice of the proposed vacation was published/posted 10 days in advance of the public hearing as follows:

(a) mailed to the record owner of each parcel that is accessed by the Easement; and
(b) mailed to each affected entity; and
(c) posted on or near the Easement in a manner that is calculated to alert the public; and
(d) published on the City's website and the Utah Public Notice Website; and

WHEREAS, a public hearing to consider the vacation was held on October 6, 2020 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the Easement. The Easement is no longer necessary for the provision of municipal services or utilities; therefore, good cause exists for the vacation and neither the public interest nor any person will be materially injured by the vacation.

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.

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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 6th day of October, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A

LEI

ENGINEERS
SURVEYORS
PLANNERS

STATE OF UTAH
CHAD A. POULSEN
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Contains: ±0.68 acres
29,767 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

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SARATOGA SPRINGS PLANNING

City Council Memorandum

Author: Sarah Carroll, Senior Planner
Memo Date: Monday, September 28, 2020
Meeting Date: Tuesday, October 6, 2020
Re: Western Hills 2 and 3 Final Plat, request for additional extension

---

Background & Request
The applicant was granted a 12-month extension for the Western Hills 2 and 3 final plat approval and is now requesting an additional extension per the attached letters. These final plats were approved by the Planning Director on April 20, 2017. The initial approval was valid for two years, until April 20, 2019. Prior to the initial expiration date the applicant requested a 12 month extension, which was approved by the City Council, extending the expiration date to April 20, 2020. As that date approached the applicant proceeded with the recording process; however, their lender was hesitant to proceed because they wanted to see how the COVID-19 pandemic would impact the economy. The applicant's lender is now ready to grant the loan and the applicant would like another extension to allow time to secure the funding and record the plat(s).

Code Review
Section 19.12.02(5) outlines the duration of approval and states:

> **Duration.** Approvals for developments described in this Chapter are valid for twenty-four months from the date of approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extension must be requested within twenty-four months of Site Plan/Subdivision approval and shall not exceed twelve months.
>
> a. For phased developments, if the first phase is not recorded within twenty-four months from final plat approval, the approval for all phases shall expire.
> b. If the first phase is recorded within twenty-four months from final plat approval, the approval shall automatically be extended with each recorded phase for a period of twenty-four months measured from the date of most recent phase recordation.

Staff findings:

- *The Code does not preclude the City Council from granting more than one extension.*
- *The applicant is requesting their approval be extended again, until the end of January 2021.*
- *The requested extension will allow the applicant to continue with the recording of their final plat(s).*
- *An extension will promote the public health, safety, and general welfare by allowing this project to continue as it will allow an approved development to continue.*

1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x 106 • 801-766-9794 fax
scarroll@saratogaspringscity.com

Recommended Motion

"I move that the City Council approve an extension for the Western Hills 2 and 3 Final Plats and that this extension be valid until Thursday, January 28, 2021, subject to the following condition:"

a. In accordance with Section 19.12.02(5)(b) of the Land Development Code, recordation of one plat will allow another twenty-four months for the second plat to be recorded.

Exhibits

A. Extension Request from Applicant
B. Final Plats

MATTHEW R. CRANE
ATTORNEY
947 South 500 East, Suite 100
American Fork, Utah 84003

TELEPHONE (801) 692-2423
FACSIMILE (801) 764-9874
Mcrane@tiogafunding.com

September 16, 2020

Jim Miller
Mayor – Saratoga Springs
jmiller@saratogaspringscity.com

BY EMAIL

Re: *Extension for Western Hills Phase 2 and Phase 3*

Dear Mayor Miller:

I represent Ridgepoint Management Group, LLC, developer of the Western Hills project in Saratoga Springs. I am writing to follow up on my letter dated April 22, 2020 (attached hereto) in which I requested an extension of the deadline for the final approval of Phase 2 and Phase 3 of the project. As I mentioned in that letter, Ridgepoint has been delayed in the development of the project because of the vast economic, financial, and business impacts of the Covid-19 pandemic. Despite those delays, Ridgepoint has overcome numerous obstacles and will be prepared to record the final plat in January 2021. Therefore, and for the reasons stated in the April 22 letter, I now respectfully request that the City grant Ridgepoint an extension of the plat recording deadline to January 29, 2021. Thank you for your consideration.

Sincerely,

MATTHEW R. CRANE
Attorney for Ridgepoint Management Group, LLC

Copied:

Christopher Carn
ccarn@saratogaspringscity.com

Michael McOmber
mmcomber@saratogaspringscity.com

Chris Porter
cporter@saratogaspringscity.com

Ryan Poduska
rpoduska@saratogaspringscity.com

Stephen Willden
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Kevin Thurman
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Sarah Carroll
scarroll@saratogaspringscity.com

MATTHEW R. CRANE
ATTORNEY
947 South 500 East, Suite 100
American Fork, Utah 84003

TELEPHONE (801) 692-2423
FACSIMILE (801) 764-9874
Mcrane@tiogafunding.com

April 22, 2020

Jim Miller
Mayor – Saratoga Springs
jmiller@saratogaspringscity.com

BY EMAIL

Re: *Extension for Western Hills Phase 2 and Phase 3*

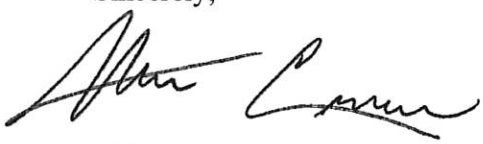
Dear Mayor Miller:

I represent Ridgepoint Management Group, LLC, which is the developer of the Western Hills project in Saratoga Springs. I am writing to address Ridgepoint's request for an extension of the deadline for final approval of Phase 2 and Phase 3 of the project. You may be aware that the City granted Ridgepoint one previous extension, which resulted in a current deadline of April 20, 2020. One of the major reasons Ridgepoint required that previous extension was because of the massive increase in price for water required for the project. Ridgepoint was able to overcome those challenges and was prepared to record the plat before the current deadline. But because of the vast economic and business impacts of the Covid-19 pandemic, Ridgepoint has now requested an additional extension. I have just learned the City has denied that request. If Ridgepoint is not allowed an extension and is forced to start over on the platting process, then it will lose two lots in the project. That would cause significant financial damage to Ridgepoint.

I believe it would be fair and reasonable for the City to grant Ridgepoint an additional extension because Ridgepoint's current inability to record the final plat is caused by funding delays completely out of its control. Ridgepoint's funding – through Central Bank – was approved and everything was scheduled to close before the current deadline. But like all other lenders nationwide, and even worldwide, virus-driven fears in the market have caused Central Bank to tighten its financing protocols. As a result, Central Bank has now chosen to hold off on funding for a brief period of time to allow the financial impacts of the virus to settle. This funding process has also been impeded by the order from Governor Herbert and other state and local leaders to "Stay Home, Stay Safe". The events of this pandemic and its catastrophic financial impacts were completely unforeseen and totally uncontrollable by Ridgepoint. Perhaps they could even be termed an act of God. Likewise, the governmental restrictions on national, state, and local levels were also completely unforeseen. As a result of the governmental acts, we have seen many governments ease certain requirements and filing deadlines. In light of these unprecedented times and the devastating economic impacts, and because Ridgepoint's current delay was directly caused by the pandemic, I believe it would be fair and reasonable for the City to grant Ridgepoint an extension of the deadline for final approval.

It is also worth noting that current State code should allow the City to grant an extension or at least grant additional time to record the plat. U.C.A. 17-27a-602(6)(b) states, "(a) failure to record a plat within the time period designated by ordinance renders the plat voidable". I note the drafters of this statute specifically chose to use the word "voidable" and not "void". A "void" plat would of course have no operative effect. But because it is voidable in this case, the City is given some discretion and could choose to allow additional time to record the plat. Again, because of the inescapable and unforeseeable global pandemic, I believe it would be reasonable for the City to exercise its discretion in allowing Ridgepoint additional time to record the plat. Thank you for your consideration.

Sincerely,



MATTHEW R. CRANE
Attorney for Ridgepoint Management Group, LLC

Copied:

Christopher Carn
ccarn@saratogaspringscity.com

Michael McOmber
mmcomber@saratogaspringscity.com

Chris Porter
cporter@saratogaspringscity.com

Ryan Poduska
rpoduska@saratogaspringscity.com

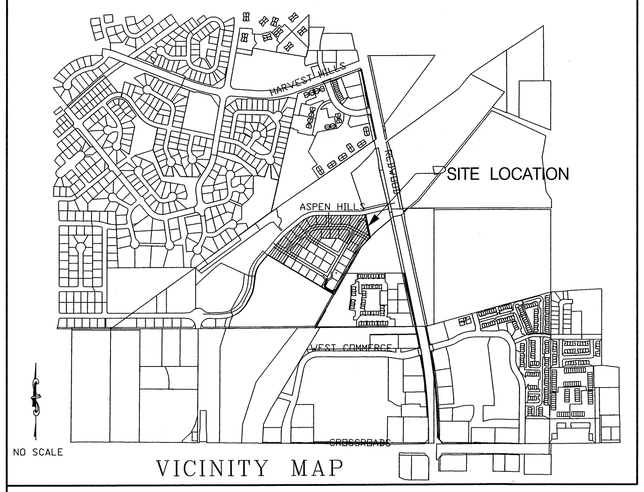
Stephen Willden
swillden@saratogaspringscity.com

Kevin Thurman
kthurman@saratogaspringscity.com

Sarah Carroll
scarroll@saratogaspringscity.com

WESTERN HILLS SUBDIVISION PHASE 2

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH



VICINITY MAP

PLAT NOTES:

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE _____DAY OF_____, 20__.
2. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3. THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT, SEE CITY RECORDER FOR DETAILS.
4. PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO._____." WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY OR BENEFICIARIES UNDER THIS AGREEMENT.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6. ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
7. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
8. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
9. LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OR INCORPORATION AND CC&R'S.
10. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY_____(GEOTECHNICAL ENGINEER), WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE OF THE INFORMATION OR LACK THEREOF IN THE REPORT.
11. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OUR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
12. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

WESTERN HILLS SUDVISION PHASE 2 BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point in the southerly right of way of Aspen Hills Blvd., which point is North 89°39'03" East along the Section line a distance of 782.25 feet and North 828.37 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 39°37'42" East 170.30 feet; thence along the arc of a 916.00 foot radius curve to the right 180.65 feet through a central angle of 11°18'00", the chord bears North 45°16'42" East 180.36 feet; thence North 50°55'42" East 196.51 feet; thence along the arc of a 266.00 foot radius curve to the right 181.39 feet through a central angle of 39°04'19", the chord bears North 70°27'51" East 177.90 feet; thence East 466.84 feet; thence along the arc of a 334.00 foot radius curve to the left 77.77 feet through a central angle of 13°20'27", the chord bears North 83°19'47" East 77.59 feet; thence North 76°39'33" East 6.70 feet; thence South 11°20'43" East 266.63 feet to the southerly boundary of The Western Hills 1 LLC Property; thence South 44°30'03" West 156.12 feet; thence South 29°14'03" West 608.59 feet; thence North 59°02'24" West 174.48 feet; thence North 29°37'53" East 90.03 feet; thence along the arc of a 55.00 foot radius curve to the left 36.09 feet through a central angle of 37°36'03", the chord bears South 79°16'08" East 35.45 feet; thence South 25°27'49" West 73.04 feet; thence South 26°49'37" East 11.89 feet; thence South 48°18'08" East 11.92 feet; thence South 59°02'24" East 52.98 feet; thence South 72°01'38" East 14.56 feet; thence North 81°59'55" East 14.59 feet; thence North 29°14'03" East 485.20 feet; thence North 60°22'07" West 103.83 feet; thence North 29°37'53" East 54.34 feet; thence North 60°24'58" West 129.28 feet; thence North 88°45'16" West 197.05 feet; thence South 30°57'36" West 98.56 feet; thence North 59°02'24" West 72.27 feet; thence along the arc of a 238.00 foot radius curve to the right 8.54 feet through a central angle of 02°03'18", the chord bears North 58°00'45" West 8.54 feet; thence South 33°00'54" West 95.64 feet; thence North 57°44'23" West 42.47 feet; thence South 30°57'36" West 171.54 feet; thence North 59°02'24" West 87.65 feet; thence South 30°57'36" West 105.00 feet to the northerly boundary of the Alpine School District property; thence North 59°02'24" West 207.94 feet to the point of beginning.

Area = 8.18 Acres (356,307 Sq. Ft.) more or less and 20 building lots.

WESTERN HILLS SUDVISION PHASE 2 OPEN SPACE DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 692.29 feet and North 1109.40 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 36°14'55" West 88.54 feet; thence North 53°44'56" East 229.03 feet; thence South 12°38'05" West 3.54 feet; thence North 55°25'00" East 68.85 feet; thence South 08°46'35" East 98.80 feet; thence South 70°33'43" East 35.29 feet; thence South 06°52'47" East 39.90 feet; thence South 27°50'52" West 60.88 feet; thence South 41°47'34" East 53.05 feet; thence along the arc of a 984.00 foot radius non-tangent curve to the right 12.84 feet through a central angle of 00°44'52", the chord bears South 47°50'00" West 12.84 feet; thence North 41°51'39" West 131.02 feet; thence South 75°30'48" West 48.12 feet; thence South 53°40'30" West 130.02 feet to the point of beginning.

Area = 0.730 Acres (31,818 Sq. Ft.) more or less

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE, CERTIFICATE NO. 166572, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54-8a-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

(SEE DESCRIPTIONS TO THE LEFT)

DATE

BARRY ANDREASON
(SEE SEAL BELOW)

LICENSE NO.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

WESTERN HILLS SUBDIVISION, PHASE 2

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC AND/OR CITY USE. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ANY DAMAGE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO THE EXTENT TO HAVE BEEN CAUSED BY THE OWNER'S ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY OWNER'S ESTABLISHMENT OF CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION. IN WITNESS WHEREOF ____HAVE HEREUNTO SET ____THIS _____DAY OF _____, AD 20 ____.

WESTERN HILLS 1, LLC
BY: TRISTAR IRREVOCABLE TRUST
ITS: MANAGER

BRAD A. JENSEN, TRUSTEE

LLC ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE _____ DAY OF_____ , A.D._____
PERSONALLY APPEARED BEFORE ME WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF WESTERN HILLS 1, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS DULY AUTHORIZED BY THE MEMBER/MANAGER OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC (SEE SEAL BELOW)

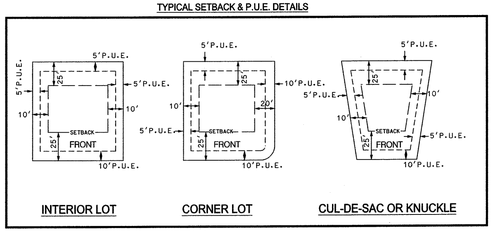
ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SARATOGA SPRINGS, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS _____ DAY OF _____, A.D. 20 ____

CITY MAYOR

ATTEST CLERK-RECORDER
(SEE SEAL BELOW)

TYPICAL SETBACK & P.U.E. DETAILS



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

SCALE (FEET)
0 60 120 180 240

TABULATIONS

TOTAL PROJECT AREA:	8.89 ACRES
TOTAL # OF LOTS:	20 LOTS
TOTAL # OF DWELLINGS:	20 DWELLINGS
TOTAL # OF BUILDINGS:	N/A
SQ. FT. OF PROPOSED BUILDINGS:	N/A
PROPOSED # OF GARAGE SPACES:	N/A
PROPOSED # OF PARKING SPACES:	N/A
PERCENTAGE OF BUILDABLE LAND	80.43%
SENSITIVE LAND AREA:	N/A
- % OF TOTAL:	N/A
- % OF OPEN SPACE:	N/A
OPEN SPACE AREA:	1.74 ACRES
- % OF TOTAL:	19.57%
LANDSCAPING AREA:	
- % OF TOTAL:	
DENSITY OF DWELLINGS PER ACRE:	2.25 DWELLINGS / ACRE

ROCKY MOUNTAIN POWER

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

APPROVED THIS _____ DAY OF _____20___

ROCKY MOUNTAIN POWER

DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS ____ DAY OF _____ , 20___ .

DOMINION ENERGY COMPANY

BY- _____

TITLE- _____

MW BROWN ENGINEERING, INC

PUBLIC WORKS DIRECTOR

APPROVED BY SARATOGA SPRINGS PUBLIC WORKS DIRECTOR ON THIS____DAY OF_____, A.D. 20___

SARATOGA SPRINGS PUBLIC WORKS DIRECTOR

CENTURY LINK

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

CENTURY LINK

PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON THIS____ DAY OF_____, A.D. 20___

PLANNING DIRECTOR

LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS____ DAY OF_____, A.D. 20___

LAND USE AUTHORITY

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS____ DAY OF_____, A.D. 20___

SARATOGA SPRINGS ATTORNEY

COMCAST CABLE TELEVISION

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

COMCAST CABLE TELEVISION

CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON THIS____ DAY OF_____, A.D. 20___

CITY ENGINEER

FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS ____ DAY OF_____, A.D. 20___

CITY FIRE CHIEF

SARATOGA SPRINGS POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS____ DAY OF_____, A.D. 20___

LEHI CITY POST OFFICE REPRESENTATIVE

PHASE 2
WESTERN HILLS
SUBDIVISION

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

CITY OF SARATOGA SPRINGS _____ UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

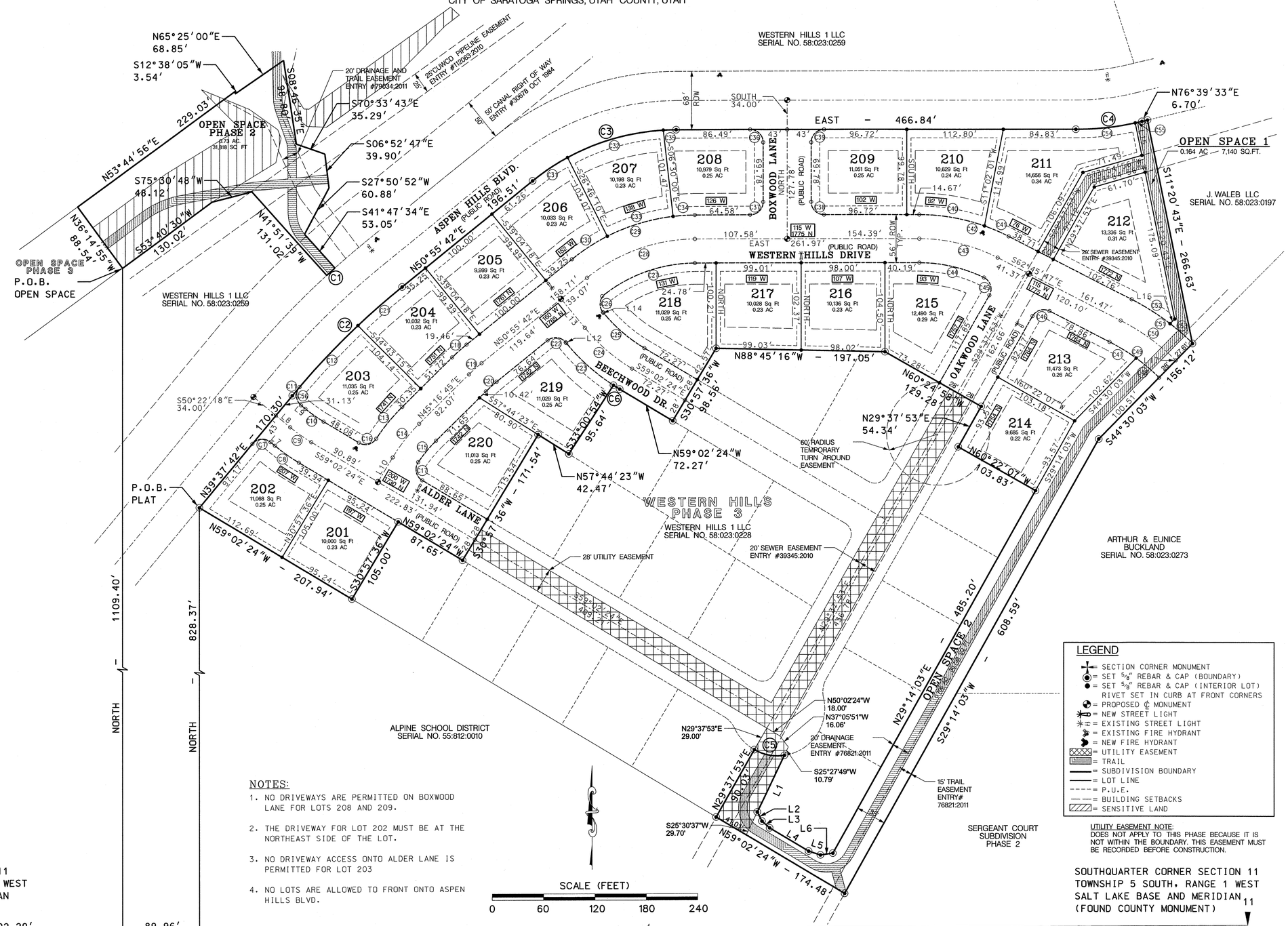
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR NO.166572 BARRY ANDREASON State of Utah			

WESTERN HILLS SUBDIVISION PHASE 2

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

Curve Table					
Name	Delta	Radius	Length	Chord	Chord BRG
C1	00°44'52"	984.00	12.84	12.84	S 47°50'00" W
C2	11°18'00"	916.00	180.65	180.36	N 45°16'42" E
C3	39°04'19"	266.00	181.39	177.90	N 70°27'51" E
C4	13°20'27"	334.00	77.77	77.59	N 83°19'47" E
C5	37°36'03"	55.00	36.09	35.45	S 79°16'08" E
C6	02°03'18"	238.00	8.54	8.54	N 58°00'45" W
C7	90°00'00"	15.00	23.56	21.21	N 84°37'42" E
C8	08°40'07"	228.00	34.49	34.46	S 54°42'21" E
C9	08°40'07"	22.00	30.70	28.27	N 03°23'43" E
C10	08°40'07"	172.00	26.02	26.00	S 54°42'21" E
C11	00°49'06"	916.00	13.08	13.08	N 40°02'16" E
C12	06°12'03"	916.00	99.13	99.09	N 43°32'50" E
C13	12°03'32"	228.00	47.99	47.90	S 39°14'57" W
C14	14°19'06"	200.00	49.98	49.85	N 38°07'10" E
C15	10°49'11"	172.00	32.48	32.43	N 39°52'07" E
C16	87°44'35"	15.00	22.97	20.79	S 77°05'18" W
C17	93°29'55"	15.00	24.48	21.85	N 12°17'27" W
C18	05°38'56"	228.00	22.48	22.47	S 48°06'14" W
C19	05°38'56"	200.00	19.72	19.71	N 48°06'14" E
C20	05°38'56"	172.00	16.96	16.95	N 48°06'14" E
C21	04°16'51"	916.00	68.44	68.42	N 48°47'16" E
C22	90°00'00"	15.00	23.56	21.21	S 84°04'18" E
C23	17°54'50"	238.00	74.41	74.11	S 48°02'11" E
C24	19°58'08"	210.00	73.19	72.82	S 49°03'21" E
C25	19°58'08"	182.00	63.43	63.11	N 49°03'21" W
C26	91°18'24"	15.00	23.90	21.45	N 06°34'54" E
C27	37°38'56"	172.00	113.02	111.00	N 71°03'34" E
C28	39°04'20"	200.00	136.39	133.76	N 70°21'51" E
C29	39°04'20"	228.00	155.48	152.49	N 70°22'35" E
C30	12°23'24"	228.00	49.30	49.21	S 57°02'08" W
C31	10°35'19"	266.00	49.16	49.09	N 56°13'21" E
C32	25°14'30"	266.00	117.19	116.24	N 74°08'15" E
C33	20°16'10"	228.00	80.66	80.24	S 73°21'55" W
C34	06°24'45"	228.00	25.52	25.50	S 86°42'23" W
C35	03°14'30"	266.00	15.05	15.05	N 88°22'45" E
C36	90°00'00"	15.00	23.56	21.21	S 45°00'00" E
C37	90°00'00"	15.00	23.56	21.21	S 45°00'00" W
C38	90°00'00"	15.00	23.56	21.21	N 45°00'00" W
C39	90°00'00"	15.00	23.56	21.21	N 45°00'00" E
C40	19°30'14"	228.00	77.61	77.24	N 80°14'52" W
C41	07°43'57"	228.00	30.77	30.75	N 66°37'47" W
C42	27°14'11"	228.00	108.38	107.37	S 76°22'54" E
C43	27°14'11"	200.00	95.07	94.18	S 76°22'54" E
C44	26°04'53"	172.00	78.30	77.63	S 76°59'03" E
C45	92°23'40"	15.00	24.19	21.65	S 16°33'57" E
C46	87°36'20"	15.00	22.94	20.77	N 73°26'03" E
C47	08°48'05"	237.00	36.41	36.37	S 58°21'46" E
C48	08°29'33"	237.00	35.13	35.10	S 49°42'58" E
C49	17°17'38"	237.00	71.53	71.26	S 54°07'00" E
C50	17°17'26"	265.00	79.97	79.67	S 54°07'05" E
C51	17°10'29"	293.00	87.93	87.50	S 54°10'34" E
C52	10°26'25"	293.00	53.39	53.32	N 57°32'36" W
C53	06°44'05"	293.00	34.44	34.42	N 48°57'21" W
C54	11°58'41"	334.00	69.82	69.70	N 84°00'39" E
C55	01°21'44"	334.00	7.94	7.94	N 77°20'27" E
C56	90°49'06"	15.00	23.78	21.36	N 04°57'45" W

Line Table		
Name	Length	Direction
L1	73.04	S 25°27'49" W
L2	11.89	S 26°49'37" E
L3	11.92	S 48°18'08" E
L4	52.98	S 59°02'24" E
L5	14.56	S 72°01'38" E
L6	14.59	N 81°59'55" E
L7	6.73	S 50°22'18" E
L8	21.73	S 50°22'18" E
L9	6.64	S 50°22'18" E
L10	33.42	N 30°57'36" E
L11	33.42	N 30°57'36" E
L12	1.12	S 39°04'18" E
L13	44.12	S 39°04'18" E
L14	1.08	S 39°04'18" E
L15	38.79	S 11°20'43" E
L16	7.69'	S 44°30'03" W
L17	0.12	S 45°29'56" E



NOTES:

1. NO DRIVEWAYS ARE PERMITTED ON BOXWOOD LANE FOR LOTS 208 AND 209.
2. THE DRIVEWAY FOR LOT 202 MUST BE AT THE NORTHEAST SIDE OF THE LOT.
3. NO DRIVEWAY ACCESS ONTO ALDER LANE IS PERMITTED FOR LOT 203
4. NO LOTS ARE ALLOWED TO FRONT ONTO ASPEN HILLS BLVD.

LEGEND

- = SECTION CORNER MONUMENT
- = SET 5/8" REBAR & CAP (BOUNDARY)
- = SET 5/8" REBAR & CAP (INTERIOR LOT) RIVET SET IN CURB AT FRONT CORNERS
- = PROPOSED ℄ MONUMENT
- = NEW STREET LIGHT
- = EXISTING STREET LIGHT
- = EXISTING FIRE HYDRANT
- = NEW FIRE HYDRANT
- = UTILITY EASEMENT
- = TRAIL
- = SUBDIVISION BOUNDARY
- = LOT LINE
- = P.U.E.
- = BUILDING SETBACKS
- = SENSITIVE LAND

UTILITY EASEMENT NOTE:
DOES NOT APPLY TO THIS PHASE BECAUSE IT IS NOT WITHIN THE BOUNDARY. THIS EASEMENT MUST BE RECORDED BEFORE CONSTRUCTION.

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

PROFESSIONAL LAND SURVEYOR NO.166572 BARRY ANDREASON State of Utah

No.	Date	By	REVISIONS	Notes

Designed
Drawn
Checked
Date

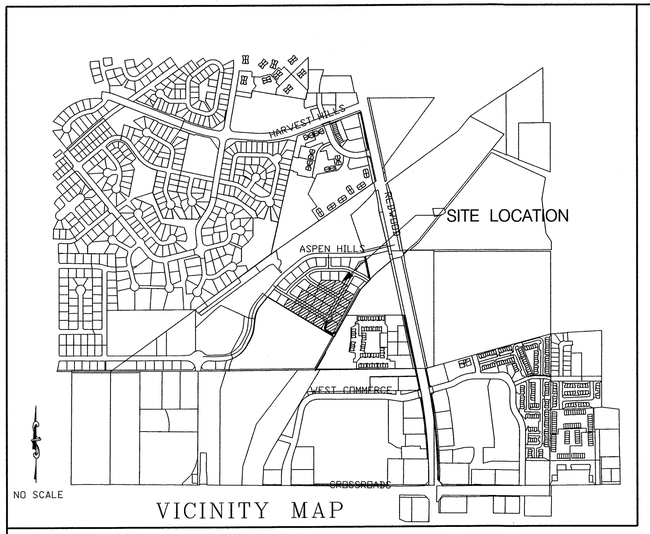
Title: WESTERN HILLS SUBDIVISION PHASE 2
Client:
Drawing Name: PLAT LAYOUT

PROJECT NO. 2020.001

SHEET NO. SP-2

WESTERN HILLS SUBDIVISION PHASE 3

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH



VICINITY MAP

PLAT NOTES:

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE _____DAY OF_____, 20___.
2. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3. THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT, SEE CITY RECORDER FOR DETAILS.
4. PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO._____." WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD-PARTY OR BENEFICIARIES UNDER THIS AGREEMENT.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6. ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
7. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
8. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
9. LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OR INCORPORATION AND CC&R'S.
10. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY_____(GEOTECHNICAL ENGINEER), WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE OF THE INFORMATION OR LACK THEREOF IN THE REPORT.
11. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OUR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
12. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.

WESTERN HILLS SUDVISION PHASE 3 BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 960.57 feet and North 720.31 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 59°02'24" East 495.95 feet; thence North 29°37'53" East 90.03 feet; thence along the arc of a 916.00 foot radius non-tangent curve to the left 36.09 feet through a central angle of 37°35'45", the chord bears South 79°16'08" East 35.45 feet; thence South 25°27'49" West 73.04 feet; thence South 26°49'37" East 11.89 feet; thence South 48°18'08" East 11.92 feet; thence South 59°02'24" East 52.98 feet; thence South 72°01'38" East 14.56 feet; thence North 81°59'55" East 14.59 feet; thence North 29°14'03" East 485.20 feet; thence North 60°22'07" West 103.83 feet; thence North 29°37'53" East 54.34 feet; thence North 60°24'58" West 129.28 feet; thence North 88°45'16" West 197.05 feet; thence South 30°57'36" West 98.56 feet; thence North 59°02'24" West 72.27 feet; thence along the arc of a 238.00 foot radius curve to the right 8.54 feet through a central angle of 02°03'18", the chord bears North 58°00'45" West 8.54 feet; thence South 33°00'54" West 95.64 feet; thence North 57°44'23" West 42.47 feet; thence South 30°57'36" West 171.54 feet; thence North 59°02'24" West 87.65 feet to the northerly boundary of the Alpine School District property; thence South 30°57'36" West 105.00 feet to the point of beginning.

Area = 6.126 Acres (266,870 Sq. Ft.) more or less and 19 building lots.

WESTERN HILLS SUDVISION PHASE 3 OPEN SPACE DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in the City of Saratoga Springs, Utah County, Utah. Said parcel being more particularly described as follows:

Beginning at a point which is North 89°39'03" East along the Section line a distance of 28.82 feet and North 625.63 feet from the Southwest corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 53°40'50" East 823.50 feet; thence North 36°14'55" West 88.57 feet; thence South 53°44'56" West 235.27 feet; thence South 30°09'41" East 52.31 feet; thence South 53°45'00" West 589.46 feet; thence South 46°27'58" East 38.23 feet to the point of beginning.

Area = 0.989 Acres (43,081 Sq. Ft.) more or less

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE, CERTIFICATE NO. 166572, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54-8a-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

(SEE DESCRIPTIONS TO THE LEFT)

_____ DATE

_____ BARRY ANDREASON (SEE SEAL BELOW)

_____ LICENSE NO.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

WESTERN HILLS SUBDIVISION, PHASE 3

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC AND/OR CITY USE. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ANY DAMAGE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO THE EXTENT TO HAVE BEEN CAUSED BY THE OWNER'S ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY OWNER'S ESTABLISHMENT OF CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION.
IN WITNESS WHEREOF ___HAVE HEREUNTO SET ____THIS _____DAY OF _____, AD 20 ___.

WESTERN HILLS 1, LLC
BY: TRISTAR IRREVOCABLE TRUST
ITS: MANAGER

_____
BRAD A. JENSEN, TRUSTEE

LLC ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } s.s.

ON THE _____ DAY OF_____ , A.D._____
PERSONALLY APPEARED BEFORE ME WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF WESTERN HILLS 1, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS DULY AUTHORIZED BY THE MEMBER/MANAGER OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES _____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

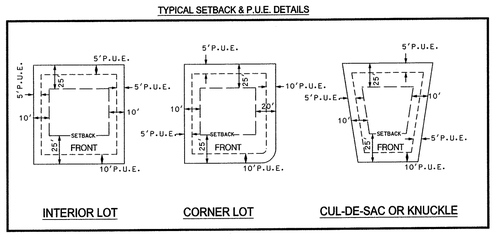
ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SARATOGA SPRINGS, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS _____DAY OF _____, A.D. 20___

_____ CITY MAYOR

_____ ATTEST CLERK-RECORDER (SEE SEAL BELOW)

TYPICAL SETBACK & P.U.E. DETAILS



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

SCALE (FEET)
0 60 120 180 240

TABULATIONS

TOTAL PROJECT AREA:	7.11 ACRES
TOTAL # OF LOTS:	19 LOTS
TOTAL # OF DWELLINGS:	19 DWELLINGS
TOTAL # OF BUILDINGS:	N/A
SQ. FT. OF PROPOSED BUILDINGS:	N/A
PROPOSED # OF GARAGE SPACES:	N/A
PROPOSED # OF PARKING SPACES:	N/A
PERCENTAGE OF BUILDABLE LAND	86.08%
SENSITIVE LAND AREA:	N/A
- % OF TOTAL:	N/A
- % OF OPEN SPACE:	N/A
OPEN SPACE AREA:	0.99 ACRES
- % OF TOTAL:	13.92%
LANDSCAPING AREA:	
- % OF TOTAL:	
DENSITY OF DWELLINGS PER ACRE:	2.67 DWELLINGS / ACRE

ROCKY MOUNTAIN POWER

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

APPROVED THIS _____ DAY OF _____20___

_____
ROCKY MOUNTAIN POWER

DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS ____ DAY OF _____ , 20___ .

DOMINION ENERGY COMPANY

BY- _____

TITLE- _____

MW BROWN ENGINEERING, INC

CENTURY LINK

APPROVED THIS _____DAY OF_____, A.D. 20___

_____
CENTURY LINK

PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON THIS____DAY OF_____, A.D. 20___

_____
PLANNING DIRECTOR

LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON THIS____DAY OF_____, A.D. 20___

_____
LAND USE AUTHORITY

PUBLIC WORKS DIRECTOR

APPROVED BY SARATOGA SPRINGS PUBLIC WORKS DIRECTOR ON THIS____DAY OF_____, A.D. 20___

_____
SARATOGA SPRINGS PUBLIC WORKS DIRECTOR

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS____DAY OF_____, A.D. 20___

_____
SARATOGA SPRINGS ATTORNEY

COMCAST CABLE TELEVISION

APPROVED THIS _____DAY OF_____, A.D. 20___

_____
COMCAST CABLE TELEVISION

CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON THIS____DAY OF_____, A.D. 20___

_____
CITY ENGINEER

FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS ____ DAY OF_____, A.D. 20___

_____
CITY FIRE CHIEF

SARATOGA SPRINGS POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS____DAY OF_____, A.D. 20___

_____
LEHI CITY POST OFFICE REPRESENTATIVE

PHASE 3
WESTERN HILLS
SUBDIVISION
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
CITY OF SARATOGA SPRINGS UTAH COUNTY, UTAH
SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR NO.166572 BARRY ANDREASON State of Utah			

WESTERN HILLS SUBDIVISION PHASE 3

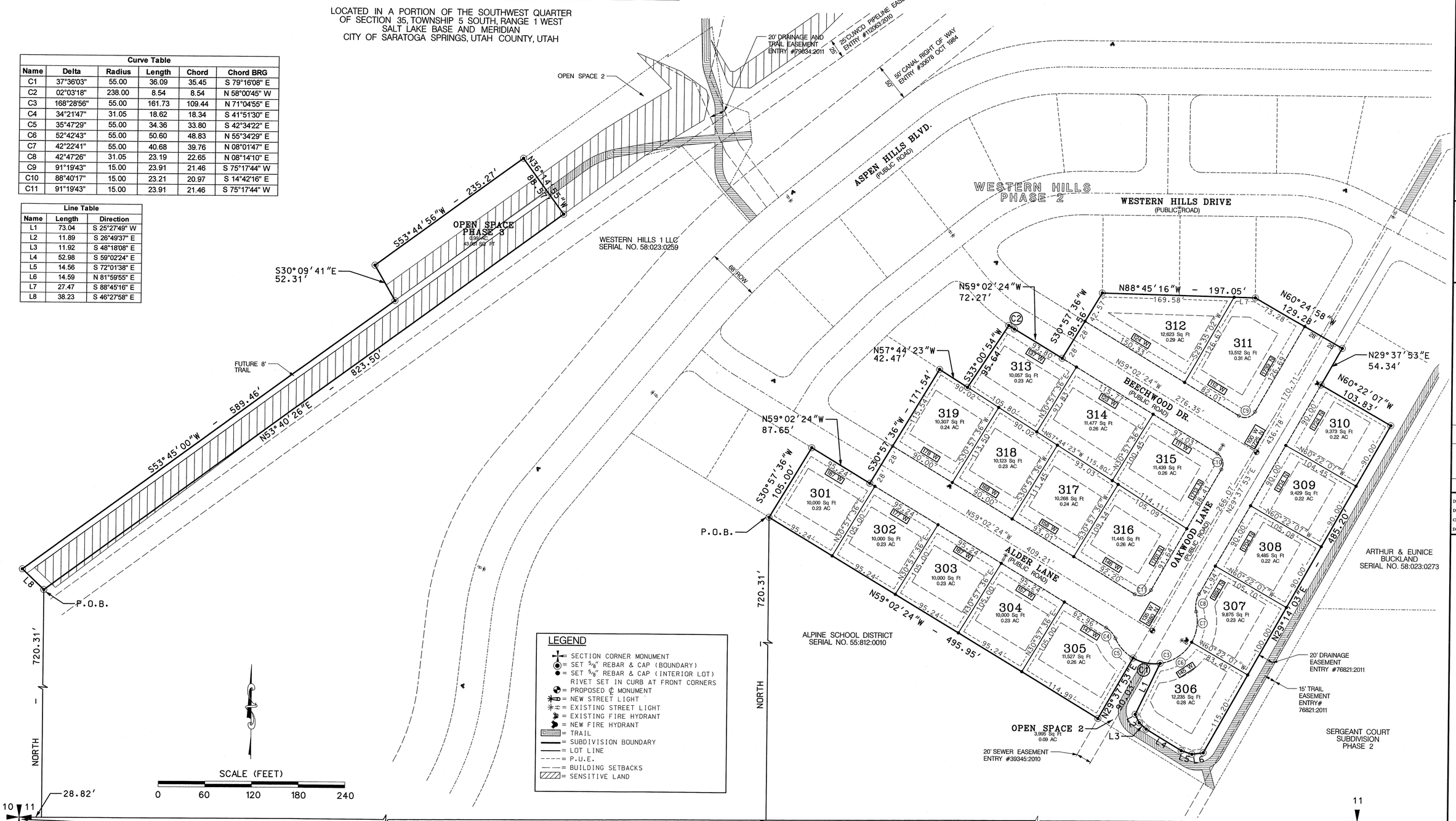
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

Curve Table

Name	Delta	Radius	Length	Chord	Chord BRG
C1	37°36'03"	55.00	36.09	35.45	S 79°16'08" E
C2	02°03'18"	238.00	8.54	8.54	N 58°00'45" W
C3	168°28'56"	55.00	161.73	109.44	N 71°04'55" E
C4	34°21'47"	31.05	18.62	18.34	S 41°51'30" E
C5	35°47'29"	55.00	34.36	33.80	S 42°34'22" E
C6	52°42'43"	55.00	50.60	48.83	N 55°34'29" E
C7	42°22'41"	55.00	40.68	39.76	N 08°01'47" E
C8	42°47'26"	31.05	23.19	22.65	N 08°14'10" E
C9	91°19'43"	15.00	23.91	21.46	S 75°17'44" W
C10	88°40'17"	15.00	23.21	20.97	S 14°42'16" E
C11	91°19'43"	15.00	23.91	21.46	S 75°17'44" W

Line Table

Name	Length	Direction
L1	73.04	S 25°27'49" W
L2	11.89	S 26°49'37" E
L3	11.92	S 48°18'08" E
L4	52.98	S 59°02'24" E
L5	14.56	S 72°01'38" E
L6	14.59	N 81°59'55" E
L7	27.47	S 88°45'16" E
L8	38.23	S 46°27'58" E



SOUTHWEST CORNER SECTION 11
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND COUNTY MONUMENT)
BENCH MARK EL=4629.30

SOUTHQUARTER CORNER SECTION 11
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND COUNTY MONUMENT)

BASIS OF BEARING

SOUTHQUARTER CORNER SECTION 10
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(MONUMENT NOT FOUND)

N89°55'56"W 2646.50'

SOUTHWEST CORNER SECTION 11
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND COUNTY MONUMENT)
BENCH MARK EL=4629.30

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

PROFESSIONAL LAND SURVEYOR
NO.166572
BARRY ANDREASON
State of Utah

No.	Date	By	REVISIONS	Notes

Designed
Drawn
Checked
Date

Title: WESTERN HILLS SUBDIVISION PHASE 3
Client:
Drawing Name: PLAT LAYOUT

PROJECT NO. 2020.001

SHEET NO. SP-2

Staff Report - Meeting

Author: Andrew Burton, Chief of Police
Department: Police
Subject: Utah County Involved Critical Incident Protocol Agreement
Date: October 6, 2020
Type of Item: Resolution

Summary Recommendations: Staff recommends approval of the attached resolution authorizing the Mayor or Manager to sign the ***amended*** Utah County Officer Involved Critical Incident (OICI) Protocol Agreement.

Description:

A. Topic: Officer Involved Critical Incident Investigation Protocol In Utah County.

B. Background: The City Council previously approved signing the original OICI protocol in December 2019. Some minor amendments have been made to include adding additional details and clarification about training, forensics, evidence, reports and GRAMA requests. Utah Code Annotated 76-2-408 (the "OICI Statute") sets forth requirements for the investigation of officer involved critical incidents as delineated in the statute. The chiefs of law enforcement agencies in Utah County have determined that the current protocol needed a few minor technical changes and clarification on the noted areas. Legal review was conducted to include that of our city attorney. The attached document is the protocol agreement, along with a copy of proposed changes. UCA 11-13-202.5 requires that the governing body of the jurisdiction involved authorize the agreement or major amendments by resolution.

C. City Department Review: City Police Chief and City Attorney.

Alternatives:

A. Deny the Resolution: We may not meet the statute and be in violation of UCA 76-2-408.

B. Continue the Item: We could be in violation of UCA 76-2-408 as we would be operating under the old protocol agreement.

C. Do Nothing: We may not meet the statute and be in violation of UCA 76-2-408.

Recommendation: Staff recommends approval of the resolution.

Page 7 Under definitions:

q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This/these person(s) is/are nominated and voted on by the Advisory Board. ~~There may be up to three OICI Task Force Manager/Commanders.~~
r. Utah County Forensic/Evidence Unit. Employees of the Utah County Forensic/Evidence Department trained in the gathering and processing of possible crime scenes or other areas of interest.

Page 10.

23. **Modification.** ~~This Agreement may be modified only by a writing signed by all parties hereto.~~ This Agreement may be modified in the following manner:
a. When modifying the intent of any part of this Agreement it shall be done by a writing signed by all parties hereto.
b. When making minor modifications that do not change the intent of the Agreement it shall be done by majority vote. Notification to all parties hereto will be made of the minor modification.

Page 15.

30. **Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:
a. Intra-department officers as required by the agency's procedures;
b. The Employer Agency, if applicable and if not yet aware;
c. The ~~Task Force Manager and the~~ County Attorney or designee; and
d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

Page 17.

34. **Reports.**
A. Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential.
B. A Spillman Report Management System Case number will be obtained by the Case Officer, Incident Manager or the Task Force Commander. All reports will be referenced or written directly under the obtained case number.
C. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident.
D. The Case Officer will assemble all individual reports making sure all reports are tied to the Spillman Case number obtained and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval.
E. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee.
F. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

Page 19.

39. **Evidence.**

c. Evidence gathered at the scene will be booked and held at the Utah County Sheriff's Evidence facility by the Utah County Forensic/Evidence Unit. Booking procedures outlined by Utah County Forensic/Evidence staff shall be followed.

Page 20.

41. G**RAMA Requests**

a. GRAMA requests as a rule should not be filled until the investigation is concluded. GRAMA requests shall be the responsibility of the Venue Agency and the Utah County Attorney's office. The Venue Agency and the County Attorney's office should consult with one another prior to fulfilling any GRAMA requests. GRAMA rules and regulations shall be followed.

Page 21.

d. The OICI Board by vote, may require participating agencies to pay an agreed amount of $20.00 annually into a fund to be used for training purposes. If there is a vote to collect funds the OICI Board will vote on a participating agency to invoice and hold the monies in an agreed account. An annual accounting of these monies collected and used will be documented and shared with the OICI Board by a Task Force Manager/Commander during a board meeting.

Utah County Law Enforcement Executives

Contractual Agreement for

Officer Involved Critical Incident Protocol

Revised December 2019

TABLE OF CONTENTS

TOPIC PAGE

CONTRACTUAL AGREEMENT AND RECITALS 4

1. General Purpose 5
2. Definitions 5
   a. Advisory Board
   b. Investigating Agency
   c. Office Involved Critical Incident
   d. Employee
   e. Actor
   f. Injured
   g. Protocol Member Agency
   h. Venue Agency
   i. Employer Agency
   j. Criminal Investigators
   k. Administrative Investigators
   l. Incident Manager
   m. Crime Scene Supervisor
   n. Interview Supervisor
   o. Case Officer
   p. Task Force Manager/Commander
   q. Task Force Command
3. OICI Task Force Jurisdiction 7
4. Property Acquisition 7
5. Consideration 7
6. Counterparts 7
7. Binding Agreement 7
8. Captions, Recitals 7
9. Severability 7
10. Interpretation 8
11. Notice 8
12. Governmental Immunity. 8
13. Ethical Standards 8
14. Assignment 8
15. Responsibility for Task Force Members 9
16. Insurance. 9
17. Effective Date 9
18. Term 9
19. Termination by Any Party 9

20. Claims and Disputes 9
21. Integration 9
22. Rights and Remedies 9
23. Modification 10
24. Additional Parties 10
25. Invocation of Protocol 10
26. Investigative Agencies, Formats and Responsibilities 10
27. Criminal Investigation 11
28. Venue Determination 11
29. Scene Security 12
30. Notifications 14
31. Appointment of Investigators by Member Agency 15
32. Transporting, Sequestering, and Interviewing of Involved Officers 15
33. Video Evidence 16
34. Reports 16
35. Equipment 17
36. Autopsy 17
37. County Attorney's Office 17
38. Administrative Investigation 18
39. Report Writing 19
40. News Media Relations 19
41. Reporting to Board and Training 19
42. Protocol Organizational Flow Chart 21
43. Callout Flow Chart 22

UTAH COUNTY
OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE
CONTRACTUAL AGREEMENT

THIS CONTRACTUAL COOPERATION AGREEMENT ("Agreement") is entered into this 2, day of March 2020, by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity),Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

A. UTAH CODE ANN. §76-2-408 (the"OICI Statute") sets forth requirements for the Investigation of Officer Involved Critical incidents ("OICI") delineated in the statute.

B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.

C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as "Utah County Task Force" or "OICI Task Force") that will serve as the investigating agency for OICI's that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI's.

E. The utilization of a Utah County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI's.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **General Purpose.** The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.

2. **Definitions.**
   a. Actor. Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
   b. Administrative Investigators. Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
   c. Advisory Board. The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney's from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
   d. Case Officer. The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
   e. Crime Scene Supervisor. The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
   f. Criminal Investigators. Those investigators assigned by the County Attorney's Office and the Venue Agency, to conduct a criminal investigation of the incident.
   g. Employee. Unless otherwise indicated the word "employee" as used herein refers to the following employees of those agencies participating in this OICI Protocol:
      i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
      ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.

iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.

iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol. For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.

h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.

i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.

j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.

k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.

l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.

m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:

1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and
5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless f the Venue Agency Chief or the County Attorney request an investigation, none will be performed.

n. OICI Protocol: the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
o. Protocol Member Agency. Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
p. Task Force Command. Advisory Board and designated Task Force Manager/Commander.
q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This person is nominated and voted on by the Advisory Board. There may be up to three OICI Task Force Manager/Commanders.
r. Venue Agency. The agency or agencies within whose geographical jurisdiction the incident occurs.

3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

7. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

8. **Captions, Recitals.** 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. The recitals form an integral part of this Agreement and are hereby incorporated.

9. **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.

10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

12. **Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. **Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will

not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

14. **Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

15. **Responsibility for OICI Task Force members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.

16. **Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

17. **Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

18. **Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

19. **Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

20. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

21. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

22. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

23. **Modification.** This Agreement may be modified only by a writing signed by all parties hereto.

24. **Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.

25. **Invocation of the OICI Protocol.**

This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
iii. The Venue Agency is required to immediately contact the Task Force Manger/Commander indicating the OICI Protocol has been invoked.
iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
    1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and
    2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the

circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.

vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

26. **Investigative Agencies, Formats and Responsibilities.** To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

27. **Criminal Investigation.**
    a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
    b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
    c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.
    d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The Incident Manager shall not be from the Employer Agency. One Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

28. **Venue Determination.**
    a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.

b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
   i. The Employer Agency if the Actor is employed by either boundary agency;
   ii. Both boundary agencies if Actors are employed by both; or
   iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
   iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
c. Custodial deaths:
   i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
   ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
   iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
   iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

29. **Scene Security.**
   a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.
      i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:
         1) The scene shall be controlled to prevent further injury or criminal activity.
         2) Emergency life saving measures have first priority.

3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
   (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
   (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
   (c) Maintain custody of the injured person if that person has been arrested.
   (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
   (e) Coordinate and communicate as necessary with investigators at the scene.
   (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
   (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
   (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
   (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at

the time it was received, the condition of the item and an indication of how it was used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
   (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
   (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
   (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
   (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.
7) Other evidence and the identity of all witnesses shall be preserved.

30. **Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:
    a. Intra-department officers as required by the agency's procedures;
    b. The Employer Agency, if applicable and if not yet aware;
    c. The Task Force Manager and the County Attorney or designee; and
    d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

31. **Appointment of Investigators by Protocol Member Agency.**
    a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
    b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
    c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
        i. Experience in homicide investigations as well as other crimes against persons.
        ii. The ability to effectively interview people of various backgrounds including police officers.
        iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.
        iv. Good knowledge of police operational procedures and the criminal justice system.
        v. Excellent report writing and communication skills.
        vi. Good organizational and supervisory skills.
        vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
        viii. Ability to both participate in and direct a complicated investigation.

32. **Transporting, Sequestering, and Interviewing Officers in an OICI.**

a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.
b. If circumstances prohibit removal of all witnessing and officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.
c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
d. Generally speaking involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

33. **Video Evidence.**
a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:
i. Video Advisory:

> "You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event.
> The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.

Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded."

34. **Reports.** Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident. The Case Officer will assemble all individual reports and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

35. **Equipment.** Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.

36. **Autopsy.**
    a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
    b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.

37. **County Attorney's Office.**
    a. The County Attorney's Office has the following roles in Incident Investigations:
        i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
        ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
        iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.

iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
vii. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

38. **Employer Agency Administrative Investigation.**
a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:
i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.
iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.
b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.

d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

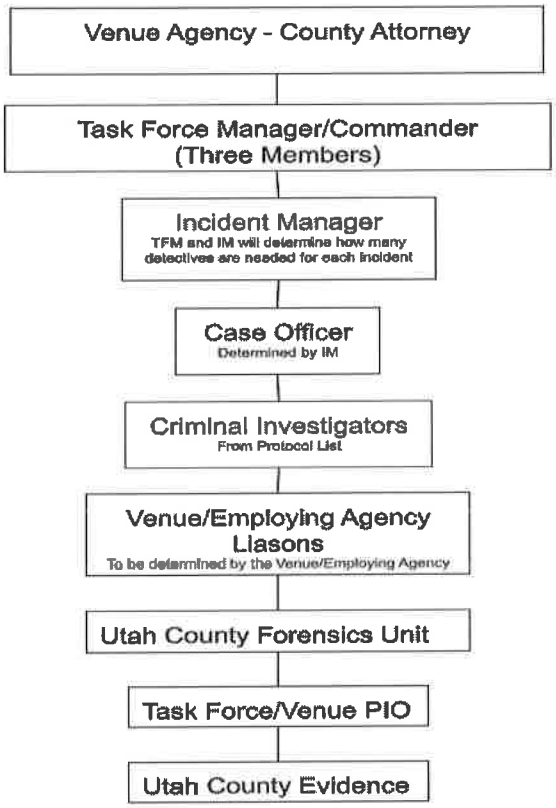
39. **Report Writing.**
a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All OICI Task Force investigators shall coordinate with the Task Force Manger/Commander to write a final report which documents their participation in the investigation.
b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

40. **News Media Relations.**
a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
   i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
   ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
   iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its

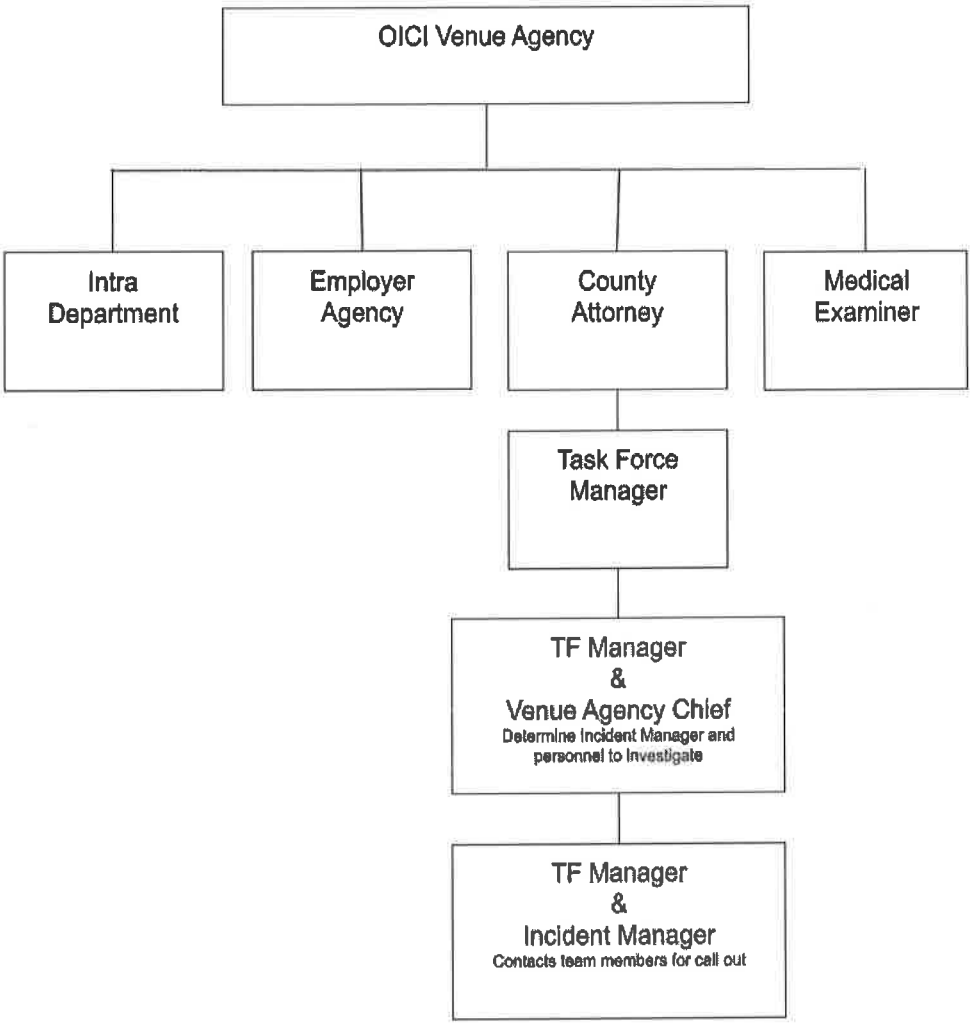
comments to information which has been cleared for release by the Venue Agency.

41. **Reporting to Board and Training.**
    a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, trainings held and to be held for team members, personnel issues and other needs.
    b. The Task Force Manager/Commander(s) will hold quarterly trainings for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
    c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

42. OICI Protocol Organizational Flow Chart



43. **Callout Flow Chart**



44.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County,Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Alpine

By_____ Troy Stout

Its Mayor

Alpine City CORPORATE Seal Utah County, Utah

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City of American Fork

By _____

Its American Fork Mayor

ATTEST: Marilyn Lurker
City Recorder

AMERICAN FORK CITY
CORPORATE SEAL
UTAH COUNTY
STATE OF UTAH

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University,Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Brigham Young University

By_____

Its CHIEF CHRIS AUTRY

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Highland

By_____

Its Mayor

City of Highland

By_____

Its_____

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Lehi

By_____

Its_____

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Lindon

By_____

Its_____

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, Utah Highway Patrol, Utah Department of Public Safety, Utah Department of Corrections, Utah Transit Authority, Adult Probation and Parole, Utah Division of Fish and Game, Utah State Parks or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Lindon

By_____

Its MAYOR

LINDON CITY Seal UTAH COUNTY UTAH

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Mapleton

By: _____

Its Public Safety Director / Police

_____

Attest / Camille Brown, City Recorder

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Payson

By William R. Wright
William R. Wright

Its Mayor

Attest:
Kim E. Holindrake
Kim E. Holindrake, City Recorder

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Pleasant Grove

By _____

Its Mayor

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Provo

By _____

Its Mayor of Provo

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Salem

By Kurt L Christensen

Its Salem City Mayor

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Santaquin

By_____

Its Mayor

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Saratoga Springs

By _____

Its CITY MANAGER

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Spanish Fork

By _____

Its Mayor 1-15-2020

MUNICIPAL SEAL EST. 1855 UTAH SPANISH FORK

Attest: Kent R. Clark
City Recorder

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Springville

By_____

Its Richard J. Child, Mayor

CORPORATE SEAL
SPRINGVILLE, UTAH

Attest:

_____
Kim Crane, City Recorder

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Utah County Attorney

By _____ 1/29/2020

Its _____

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Valley University, or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah County Sheriff's Office

By_____

Its Sheriff

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah Department of Corrections/Adult Probation and Parole

By _____ 2/3/2020

Its Division Director AP&P

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah Highway Patrol

By Lt. Corey S. Hyde

Its Section 6 Commander – Utah Highway Patrol

Signature Page pertaining to the **"Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol"** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

Utah Valley University

By Matt Pedersen

Its Chief of Police

UVU POLICE DEPARTMENT

UTAH VALLEY UNIVERSITY

RESOLUTION NO. R20- 43 (10-6-20)

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE UTAH COUNTY OFFICER INVOLVED CRITICAL (OICI) INCIDENT PROTOCOL AGREEMENT

WHEREAS, Utah Code Annotated 76-2-408, the "Officer Involved Critical Incident (OICI) Statute" became effective May 12, 2015, and

WHEREAS, this statute requires every law enforcement agency to adopt and post (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially, and

WHEREAS, the Saratoga Springs City Council approved the agreement in January of 2020 and the Saratoga Springs Police Department has participated to this point in the Utah County OICI Protocol Task Force, and the Utah County Police Chiefs have proposed clarifying amendments to the OICI protocol, and,

WHEREAS, the various city attorneys have reviewed the amendments to the protocol and determined that the amendments are necessary, and,

WHEREAS, the Governing Body has reviewed the attached Staff Report,

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

1. The Mayor or Manager be authorized to sign the attached amended agreement of the Utah County OICI Protocol for the purposes of investigating Officer Involved Critical Incidents.

2. This resolution shall take effect immediately upon passage.

Passed this 6th day of October, 2020.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

City Council Staff Report

Author: Jeremy Lapin, Public Works Director
Subject: Knolls Fire Mitigation
Date: October 6, 2020
Type of Item: Approval of Contract
Description: Award of Contract for Phase 2 Knolls Fire Mitigation

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A. Topic:

This item is for the approval of a contract for Phase 2 of the Knolls Fire mitigation project.

B. Background:

On July 21, 2020 the City Council approved Resolution R20-33 that authorized the City Manager to enter into an agreement with the NRCS and to negotiate and enter into contracts with one or more engineering firms, contractors, and vendors under the EWP (Emergency Watershed Projection) program in an amount of $793,150 with a 25% local match requirement that would equal $233,967 for a total project budget of $1,027,117 ($793,150 + $233,967).

Phase 1 of the Knolls Fire Mitigation project has been previously bid and awarded in the amount of $127,000. The City also anticipated the need to pay for reseeding of the Burn Scar area in the estimated amount of $120,000. This leaves approximately $750,000 available for phase 2.

Subsequently the City met with FEMA and was made aware of funding in the amount of $600,000 (with a 25% match requirement) through the Hazard Mitigation Grant Program (HMGP) that was earmarked for the City due to the Knolls Fire. The City has submitted application and anticipates getting funding secured shortly. The project to be funded through the HMGP program is the stabilization of the Clark Canyon drainage east of Redwood Road (the drainage east of Wildlife Blvd). This is already identified on the City's storm Drain capital facilities plan as Project OCS1.

C. Analysis:

The project was advertised on SciQuest on September 2and bids opened September 17, 2020. Although only 1 Bid was received from Condie Construction in the amount of $1,746,380, the City's engineering consultant and City Staff have reviewed the bid and believe it is a competitive and reasonable price particularly given the engineers estimate was $1,972,100.

This bid was divided into a base bid schedule which are items that are intended to be funded through the EWP grant funds and an alternate bid schedule which are to be funded through FEMA HMGP funds. The EWP bid schedule total was $1,426,285 and the HMGP bid schedule was $320,095

The HMGP bid schedule is within the funding available through that FEMA grant program and so staff recommends awarding the full alternate bid schedule. The EWP base bid schedule

exceeds the available NRCS grant funding by approximately $675,000. Therefore, in discussing this with Condie, Staff recommends awarding the base bid schedule with the omission of bid item 3 – Road Crossing Improvements = $784,000. The contractor has agreed to hold all other prices as bid and this would bring the base bid within the current available NRCS grant funding. City staff has already reached out to NRCS to request additional funding and will work to bring this item back for approval as a change order once funding has been secured.

D. Fiscal Impact:

The funding for this EWP project will be appropriated under GL#s 31-4000-711 in the next budget amendment including the offsetting grant revenue.

The Funding for the work in Clark Canyon drainage east of Redwood via the FEMA HMGP grant is already budgeted in GL# 31-4000-646 in the amount of $467,087.81 per the adoption of the FY21 Budget.

E. Recommendation

Staff recommends the City Council approve Resolution R20-44 (10-6-20) awarding the contract for the Phase 2 Knoll Fire mitigation project to Condie Construction in the amount of $962,380

RESOLUTION NO. R20-44 (10-6-20)

A RESOLUTION APPROVING A CONTRCR WITH CONDIE CONSTRUCTION FOR THE PHASE 2 KNOLLS FIRE MITIGATION 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 Phase 2 Knolls Fire Mitigation Project; and

WHEREAS, the City advertised a bid document on SciQuest and twice in a public newspaper of general circulation for the Phase 2 Knolls Fire Mitigation Project in order to acquire services from qualified contractors; and

WHEREAS, the City received a single bid from Condie Construction; and

WHEREAS, City Staff and the City's engineering consultant, PEPG Consulting L.L.C, analyzed the bid and determined it was both competitive and reasonable and that Codie was a responsible bidder; and

WHEREAS, City Staff and the City's engineering consultant, PEPG Consulting L.L.C, analyzed the bid and determined it was both competitive and reasonable and that Condie was a responsible bidder; and

WHEREAS, the City Council has determined that awarding the project to the lowest responsible bidder 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 Phase 2 Knolls Fire Mitigation Project is awarded to Condie Construction the amount of $962,380 and the City Manager is authorized to enter into contract with Condie Construction for the Phase 2 Knolls Fire Mitigation Project. This resolution shall take effect immediately upon passage.

This resolution shall take effect immediately upon passage.

PASSED on the 6th of October, 2020.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

_____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

SARATOGA SPRINGS
Life's just better here

CITY COUNCIL
Staff Report

Riverview Subdivision: Preliminary Plat
October 6, 2020
Public Meeting

Report Date:	September 29, 2020
Applicant:	Jared Osmond
Owner:	Jared Osmond via 500 East Properties LLC and Pacific Heritage 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) and size:	58:032:0202, 5.2472 acres 58:032:0201, 3.772 acres 58:032:0129, 0.49 acres Total 9.509 acres
Land Use Designation:	Community Commercial along Redwood Road; Medium Density Residential along the Jordan River
Parcel Zoning:	Mixed Use
Adjacent Zoning:	Agricultural (South), Mixed Waterfront (South)
Current Use:	Residential, vacant
Adjacent Uses:	Vacant, pending development
Previous Meetings:	PC rezone hearing 3/26/2020, CC rezone hearing 4/14/2020, PC Preliminary Plat and Site Plan meetings 8/27/2020
Previous Approvals:	Rezone to Mixed Use 4/14/2020; Conditional Site Plan approval 8/27/2020
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Planner:	Kimber Gabryszak, Senior Planner & David Stroud, Planning Director

A. Executive Summary:

The applicant requests the City approve the first phase of development on ~9.5 acres of property that was recently rezoned from Agricultural to Mixed Use, located between Redwood Road and the Jordan River as shown on Exhibit 1. The proposal is for a plat to divide property into commercial and residential phases; the commercial plat will also outline commercial lots designed under footprint development.

Kimber Gabryszak, AICP, Senior Planner
kgabryszak@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 • 801-766-9794 fax

Recommendation:
Staff recommends the City Council conduct a public meeting on the proposed Preliminary Plat, review and discuss the proposal, and choose from the options in Section H of this report.

Options include approval with or without modification and conditions, denial, or continuation.

B. Background: The subject property is unplatted, undeveloped, and a desirous location for commercial and residential development. The applicant recently received approval to rezone the property to Mixed Use for an office, retail, and residential development. The current proposal is consistent with the rezone and is the next step in development. The applicant proposes phasing the development with a commercial phase occurring first, followed by a residential phase.

This report outlines the standards and requirements for the commercial phase. The residential phase will be reviewed at a future date when application for development is submitted and will be subject all code requirements in place at time of application. Due to the residential and commercial approvals occurring separately, each phase must stand on its own for code compliance other than the requirement for mixture of uses; when completed the development will be "horizontally mixed" with a commercial portion and a residential portion.

The Planning Commission held public meetings on August 27, 2020 and forwarded a positive recommendation to the City Council for the plat with conditions; they also conditionally approved the related Commercial Site Plan.

C. Specific Requests:

- Preliminary Plat. The applicant requests approval of a preliminary plat for the following:
  - A 3.19-acre residential lot for future development and further subdivision under the Mixed Use zone subject to future approvals
    - This will include property to be dedicated to open space, for the Jordan River Trail, and to protect sensitive lands along the river
  - 7 commercial lots for footprint development and 1 remainder commercial parcel for the related parking, open space and landscaping, access drives, and trails
  - Riverside Drive parcel

- Commercial Site Plan. For the Council's reference only, the applicant received approval of a commercial site plan for the commercial phase containing:
  - 7 office / retail buildings
    - 2 x 5400 sq.ft.
    - 2 x 5000 sq.ft.
    - 1 x 4844 sq.ft.
    - 1 x 10270 sq.ft.
    - 1 x 15600 sq.ft.
  - Architectural standards for the buildings
  - Lighting, landscaping, irrigation, utility, lighting, and trail plans
  - Related parking, trash enclosures, delivery and loading areas, and other requirements

D. Process:

Preliminary Plat
The table in Section 19.13.04 outlines the process requirements of a Preliminary Plat. A public meeting (not hearing) is required with the Planning Commission who then make a recommendation to the City Council which is the Land Use Authority (completed 8/27/2020). The City Council shall then either approve, continue, or deny the request at a public meeting.

Following any Preliminary Plat approval and prior to building permit approval, a Final Plat will be required and recorded; the Planning Director is the Land Use Authority for Final Plats.

E. Community Review: the original rezone hearing was noticed in the *Daily Herald* as a Planning Commission public hearing and a mailed notice sent to all property owners within 300 feet. The Preliminary Plat does not require a public hearing.

F. General Plan: The land use designation of the parcels is a combination of Community Commercial and Medium Density Residential. A rezone to Mixed Use was approved earlier this year and found to be in compliance with the General Plan. The proposed commercial plat, site plan, and residential lot enable development that complies with the resulting zoning and code requirements and are therefore consistent with the General Plan.

G. Code Criteria:
The project has been reviewed for code compliance; code criteria are summarized below. See the checklist in Exhibit 4 for full detail of site plan and preliminary plat compliance. Preliminary plat criteria are summarized below:

- 19.04.010 – Mixed Use Zone
  - **Staff finding: complies.** Commercial density, open space, lot coverage, setbacks, and open space meet the minimums.
- 19.05 – Supplemental Regulations
  - **Staff finding: complies.** Elevation, water and sewage, transportation, and access have been reviewed for compliance.
- 19.12 – Subdivisions
  - **Staff finding: complies with conditions.** Layout, density, notes, block length, subdivision name, setbacks, ROW information, signature blocks comply.
  - Conditions:
    - Add owner name and address to the plat
- 19.19 – Open Space
  - **Staff finding: complies.** Minimum of 25% in Mixed Use is met; 35% is required due to use of footprint development. The 35% requirement has been provided.
- 19.25 – Mixed Use and Mixed Waterfront additional standards
  - **Staff finding: complies with conditions.**

- Conditions:
  - Standards such as bank stabilization, trail setbacks, Jordan River Trail provision, site coverage, public access and view corridors, and other waterfront requirements shall be met at time of residential development.

H. Recommendation and Alternatives:

Staff recommends the City Council conduct a public meeting, discuss the application, and choose from the following options.

Option 1 – Staff Recommendation: conditional approval

"I move to **approve** the Riverview Subdivision Preliminary Plat, located generally at Riverside Drive and Redwood Road along the Jordan River as outlined in Exhibit 1 with the findings and conditions in the staff report dated September 29, 2020:

Findings

1. The Preliminary Plat is consistent with the rezone to Mixed Use and consistent with the General Plan.
2. The Preliminary Plat complies with Chapters 19.04, 19.05, 19.06, 19.11, 19.12, 19.14, 19.16, 19.19, and 19.25 of the Code, as articulated in the findings for approval in Section G of this report and detailed in Exhibit 4, which sections are incorporated by reference, herein, with the following conditions:

Conditions

1. The River View Subdivision preliminary plat is recommended as shown in the attachment to the Staff report in Exhibit 2 subject to modification for the remaining conditions.
2. All conditions of the City Engineer, if applicable, shall be met, including but not limited to those in the Staff Report in Exhibit 5.
   a. LID feasibility shall be completed and approved prior to Final Plat approval.
   b. UDOT and Engineering approval shall be provided for any accel/decel lanes and any access requirements shall be met
3. The owner name and address shall be added to the plat.
4. Waterfront standards such as bank stabilization, trail setbacks, Jordan River Trail provision, site coverage, public access and view corridors, and other waterfront requirements shall be met at time of residential development.
5. All conditions of the Fire Marshall shall be met.
6. All other Code requirements shall be met.
7. Any other conditions or changes as articulated by the City Council_____."

Alternative 1 – Continuance

The City Council may also choose to **continue** the item. "I move to **continue** the River View Subdivision Preliminary Plat to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____

2. _____”

Alternative 2 – Denial
The City Council may also choose to **deny** the Preliminary Plat.

“I move to **deny** the River View Subdivision Preliminary Plat with the findings below:

1. The River View Subdivision Preliminary Plat is not consistent with the General Plan, as articulated by the City Council: _____ _____, and/or,
2. The River View Subdivision Preliminary Plat is not consistent with Chapter(s)_____ and/or Chapter(s) _____ of the Code, as articulated by the City Council: _____ _____.”

J. Exhibits:

1. Location and Zone (page 6)
2. River View Subdivision Preliminary Plat (page 7)
3. River View Plaza Site Plan Overview (pages 8-13)
4. Planning review checklist (pages 14-38)
5. City Engineer’s staff report (pages 39-41)

Exhibit 1: Location and Zone

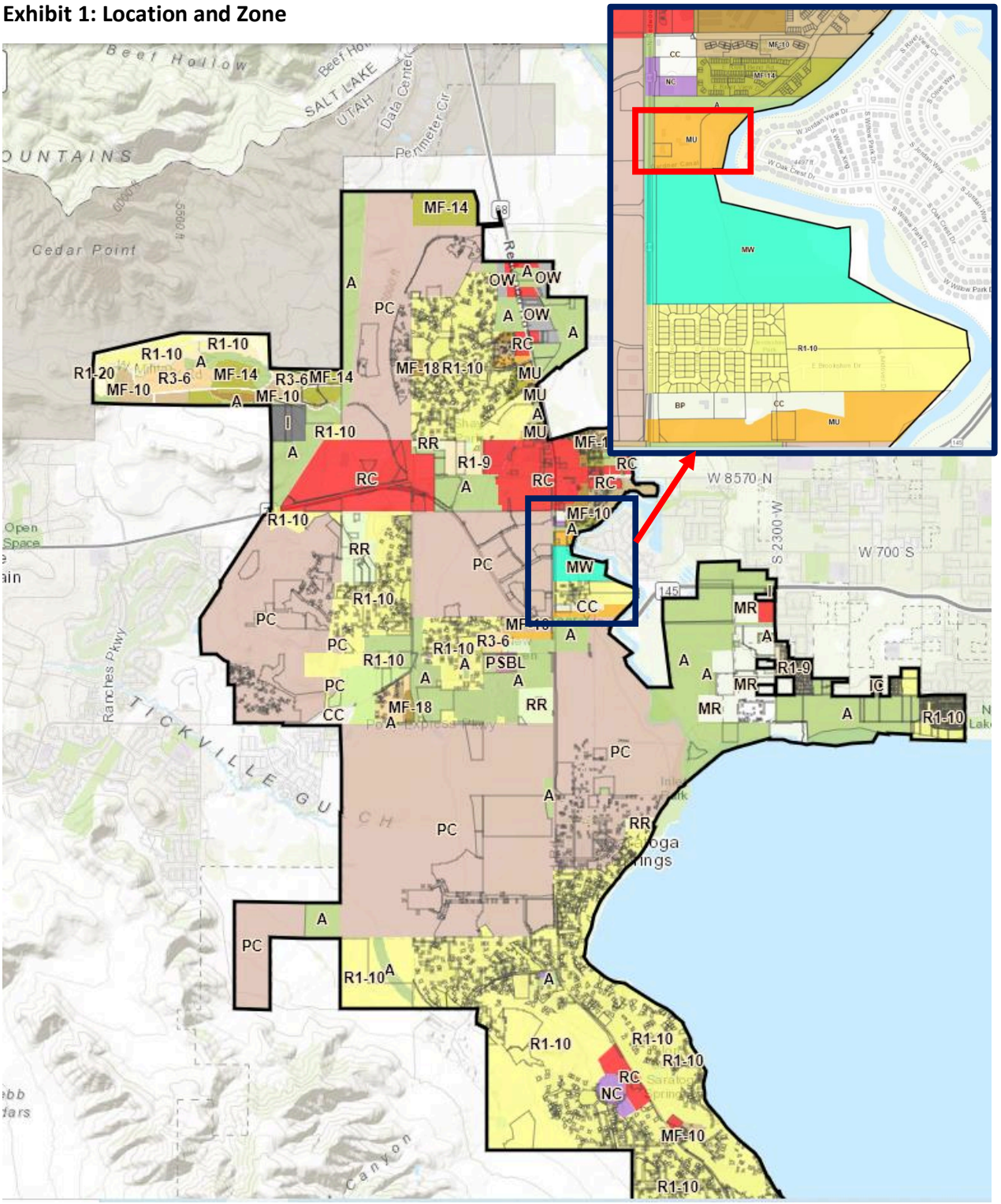


Exhibit 2: Preliminary Plat

River View Subdivision

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

NORTH
1" = 60'

LEGEND

- EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
- PHASE 1 BOUNDARY LINE
- STREET CENTERLINE
- PROPOSED STREET MONUMENT
- MONUMENT TO MONUMENT TIE
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENTS

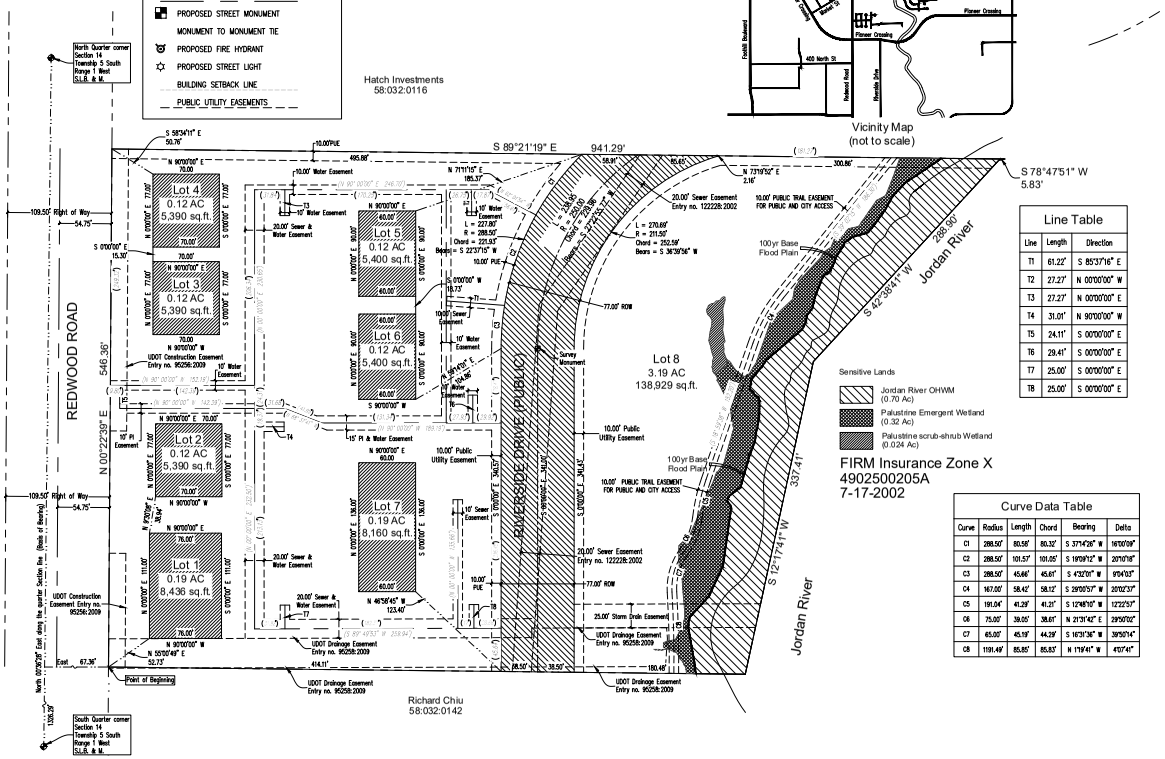
PLAT NOTES

1–PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON ____ DAY OF _____, 20____.
2–PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3–THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND LIVING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
4–PLAT IS SUBJECT TO INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. _____ WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NO THIRD–PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
5–BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
6–REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
7–NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
8–A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY CMT ENGINEERING LABORATORIES, JUNE 16, 2020, WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED. THE REPORT IS ON FILE WITH CMT ENGINEERING LABORATORIES, AND THE CITY. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.
9– AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NOT RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
10–DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES TO THE FIRST 10 FEET.

Data Table

	Square Footage	Acreage	Percent of total
Total Area	414,573	9.52	100
Total Lot Area	69,620	1.60	17
Common Area	157,911	3.62	38
Total ROW Area	44,905	1.03	11
Total Wetland/River Area	45,396	1.04	11
Total Number of Lots			7

Prepared by:
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264



Vicinity Map (not to scale)

Line Table		
Line	Length	Direction
T1	61.22'	S 85°37'16" E
T2	27.27'	N 00°00'00" W
T3	27.27'	N 00°00'00" E
T4	31.01'	N 90°00'00" W
T5	24.11'	S 00°00'00" E
T6	29.41'	S 00°00'00" E
T7	25.00'	S 00°00'00" E
T8	25.00'	S 00°00'00" E

Curve Data Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	288.50'	80.58'	80.33'	S 37°47'26" W	16°00'09"
C2	288.50'	101.57'	101.05'	S 19°09'12" W	20°09'18"
C3	288.50'	45.46'	45.81'	S 4°32'01" W	9°04'03"
C4	167.00'	58.42'	58.12'	S 29°00'57" W	20°02'37"
C5	191.04'	41.29'	41.21'	S 12°48'10" W	12°22'57"
C6	75.00'	39.05'	38.61'	N 21°31'42" E	29°50'02"
C7	65.00'	45.19'	44.29'	S 16°31'36" W	39°50'14"
C8	1191.49'	85.85'	85.83'	N 11°41'41" W	4°07'41"

UTILITY NOTE:

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

DRAINAGE EASEMENT NOTES:

Drainage Easement areas are perpetual, non–exclusive, mutual cross drainage easements for purposes of storm water capture and conveyance on, over, upon, and across the areas delineated as Drainage Easements. Each lot encumbered by a drainage easement shall, at its sole cost and expense, maintain and keep all above and below grade infrastructure and appurtenances in a reasonable condition and state of repair. No obstructions or changes in grade shall be located within the easement areas that will impede, divert, or cause the runoff to have an adverse effect on adjoining property.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

PRIVATE AREA
COMMON AREA
DEDICATED TO SARATOGA SPRINGS CITY (44,904 sq.ft.)

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, do hereby certify that I am a registered Land Surveyor and that I hold a license, Certificate No. 147099, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17–23–17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right–of–way and easement grant of record for underground facilities, as defined in Utah Code Section 54–8a–2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the Southeast Quarter of Section 14, Township 5 South, Range 1 West , Salt Lake Base and Meridian, said parcel being more particularly described as follows:

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 288.30 feet; thence South 12°17'41" West 537.41 feet; thence North 89°21'19" West 671.59 feet to the point of beginning.

Area = 414,573 sq.ft. or 9.52 Acres
Number of Lots = 8

Basis of Bearing is North 00°36'28" East along the quarter Section line from the South quarter corner to the North quarter corner of said Section 14.

Date_____ Surveyor's Name _____
License no. _____

OWNER'S DEDICATION

Know all men by these presents that the undersigned owner(s) of the above described tract of land have caused the same to be subdivided into lots, parcels, and streets, together with easements and rights–of–way, to be hereafter known as:

River View Subdivision

and do hereby dedicate for the perpetual use of the public and City all parcels, lots, streets, easements, rights–of–way, and public amenities shown on this plat as intended for public or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any claim arising from the owner's creation of this subdivision, the alteration of the ground surface, vegetation, drainage, or surface or sub–surface water flows within this subdivision, or by owner's development activity within this subdivision. The owner hereby conveys the Common Area, as indicated hereon, the the River View HOA, a Utah Nonprofit Corporation, with a registered address of _____.

In witness whereof I have set forth my hand this_____ day of _____, A.D. 20___.

_____ _____ _____
Signature Print Name Title
_____ _____ _____
Signature Print Name Title

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH
County of Utah) S.S.

On this _____day of _____, 20___, personally appeared before me _____, who being by me duly sworn, did prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this plat with full authority of the owner(s).

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Full Name: _____
Commission Number: _____
My commission expires: _____
A Notary Public Commissioned in Utah

APPROVAL BY LEGISLATIVE BODY

The City Council of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.
This _____ day of _____, A.D. 20___.

_____ Attest _____
City Mayor City Recorder (See Seal Below)

PUBLIC WORKS DIRECTOR

Approved by the Public Works Director on this ___ day of _____, A.D. 20____

PUBLIC WORKS DIRECTOR

ROCKY MOUNTAIN POWER

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

APPROVED THIS _____ DAY OF _____, 20___

ROCKY MOUNTAIN POWER

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT–OF–WAY DEPARTMENT AT 801–324–5522.

APPROVED THIS _____ DAY OF _____, 20___

BY _____
TITLE _____

QUESTAR GAS COMPANY

CENTURY LINK

Approved this ___ day of _____, A.D. 20____

CENTURY LINK

PLANNING DIRECTOR APPROVAL

Approved by the Planning Director on this ___day of _____, A.D. 20____

PLANNING DIRECTOR

LAND USE AUTHORITY

Approved by the Land Use Authority on this ___ day of _____, A.D. 20____

LAND USE AUTHORITY

SARATOGA SPRINGS ATTORNEY

Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20____

SARATOGA SPRINGS ATTORNEY

COMCAST CABLE TELEVISION

Approved this ___ day of _____, A.D. 20____

COMCAST CABLE TELEVISION

SARATOGA SPRINGS ENGINEER APPROVAL

Approved by the City Engineer on this ___ day of _____, A.D. 20____

CITY ENGINEER

FIRE CHIEF APPROVAL

Approved by the Fire Chief on this ___ day of _____, A.D. 20____

CITY FIRE CHIEF

LEHI CITY POST OFFICE

Approved by Post Office Representative on this ___day of _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

River View Subdivision

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

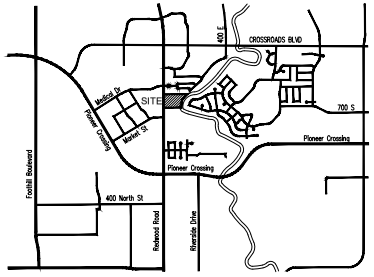
SURVEYORS SEAL	CITY ENGINEER SEAL	CLERK–RECORDER SEAL

River View Plaza

Exhibit 3: Site Plan Overview

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)
CTV	Cable TV utility lines
P	Existing Power lines
P	New underground Power lines
	Outside Boundary line
	Existing surface improvements
	Existing Sidewalk
	Existing Sidewalk
4503	Existing Contour Elevation
4503	Finish Contour Elevation
4503.00	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
ta	top of asphalt
tw	top of sidewalk
boc	back of top of curb
bow	back of top of sidewalk
SSMH	Sanitary Sewer Manhole
SDMH	Storm Drain Manhole
WV	Water Valve
GV	Gas valve
WM	Water Meter
eo	edge of existing asphalt
PUE	Public Utility Easement



VICINITY MAP

CITY STANDARD NOTES:

1. Contractor shall field verify locations and invert elevations of existing manholes and other utilities before staking or constructing any new sewer lines.
2. Contractor shall field verify location and invert elevations of existing storm drain structures and other utilities before staking or constructing any new storm drain lines.
3. All construction shall comply with the Standard Technical Specifications and Drawings for the City of Saratoga Springs, Utah.
4. Existing Utilities have been noted to the best of Engineers knowledge, however it is owner's and contractor's responsibility to locate utilities in field and notify City Engineer and City if discrepancies exist prior to continuing any construction.
5. Post-acceptance alterations to lighting plans or intended substitutions for accepted lighting equipment shall be submitted to the City for review and acceptance.
6. The City reserves the right to conduct post-installation inspections to verify compliance with the City's requirements and accepted Lighting Plan commitments, and if deemed appropriate by the City, to require remedial action at no expense to the City.
7. All exterior lighting shall meet IESNA full-cutoff criteria.

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

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

Dominion Energy
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

Century Link
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

Project Address:

1032 North Redwood Road
Saratoga Springs, Utah 84045

Developer/Owner:

500 East Properties, LLC
Jared Osmond
881 West State Road #140-446
Pleasant Grove, UT 840602
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 = 7

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.)

FUTURE RESIDENTIAL ACREAGE - 3.77 ACRES 164,402 SQUARE FEET

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, 272 shown

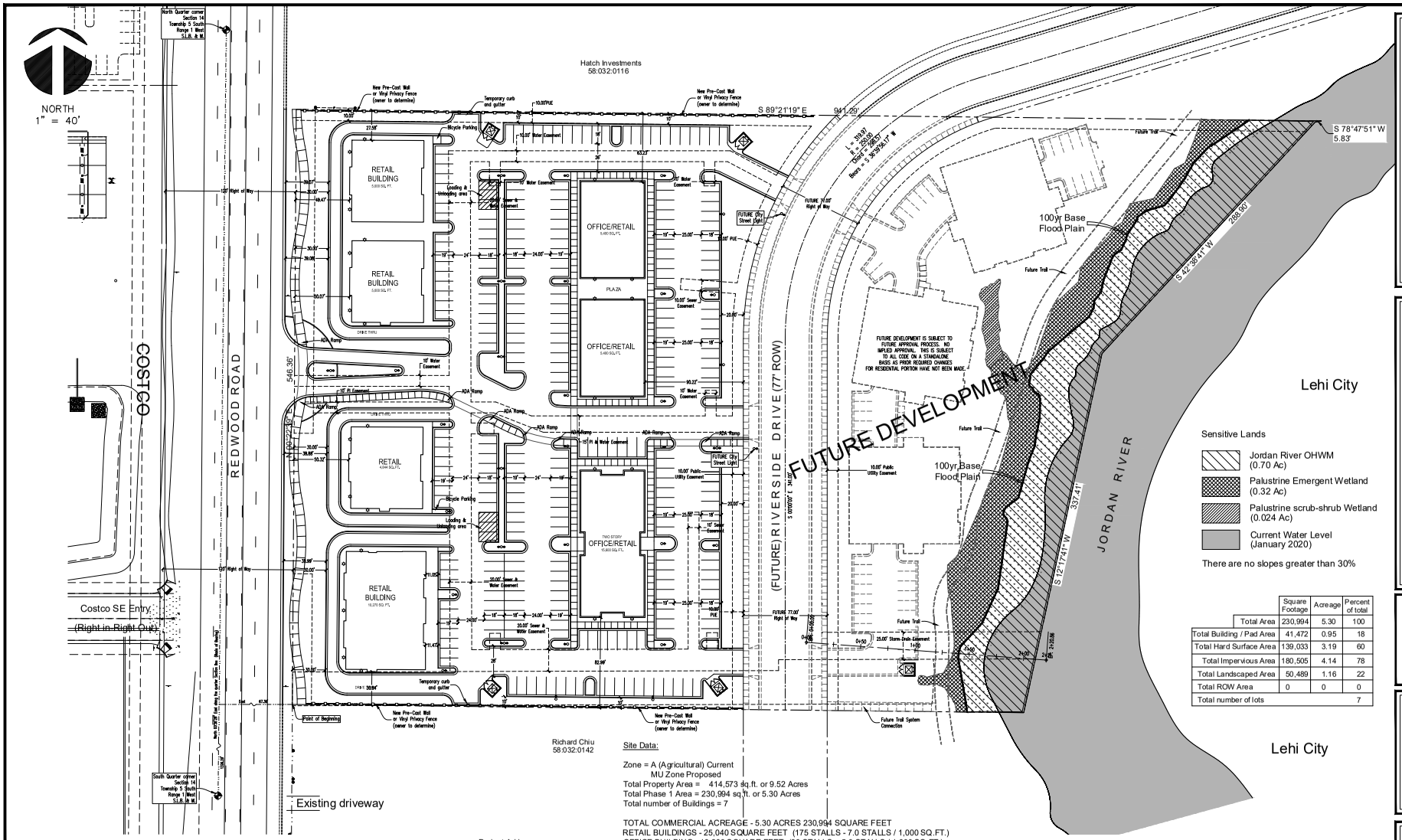
ADA Spaces Required = 7 ADA Accessible spaces
ADA Spaces shown = 12 (10 Van accessible spaces)

Sheet Index

	FINAL PLAT
1.0	Cover Sheet
1.1	General Notes
1.2	ALTA Survey
1.3	Existing Condition/Demo Plan
2.0	Site Plan
3.0	Utility Plan
3.1	Utility quantities
4.0	Grading Plan
4.1	Storm Drain Plan
4.1	100 year overflow route
P-1	Riverside Drive Profile
6.0-6.4	Landscaping Plans
7.0-7.1	Lighting Plans
	Building Plans and Elevations
8.0 - 8.5	City Details
9.0 - 9.1	Site Details

	Square Footage	Acreage	Percent of total
Total Area	230,994	5.30	100
Total Building / Pad Area	41,472	0.95	18
Total Hard Surface Area	139,033	3.19	60
Total Impervious Area	180,505	4.14	78
Total Landscaped Area	50,489	1.16	22
Total ROW Area	0	0	0
Total number of lots			7

Sheet No.
C - 1.0



	Square Footage	Acreage	Percent of total
Total Area	230,994	5.30	100
Total Building / Pad Area	41,472	0.95	18
Total Hard Surface Area	139,033	3.19	60
Total Impervious Area	180,505	4.14	78
Total Landscaped Area	50,489	1.16	22
Total ROW Area	0	0	0
Total number of lots			7

Site Data:

Zone = A (Agricultural) Current
MU Zone Proposed
Total Property Area = 414,573 sq.ft. or 9.52 Acres
Total Phase 1 Area = 230,994 sq.ft. or 5.30 Acres
Total number of Buildings = 7

TOTAL COMMERCIAL ACREAGE - 5.30 ACRES 230,994 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.)

FUTURE RESIDENTIAL ACREAGE - 4.21 ACRES 183,579 SQUARE FEET

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, 272 shown

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

Project Address:

1032 North Redwood Road
Saratoga Springs, Utah 84045

Developer/Owner:

500 East Properties, LLC
Jared Osmond
881 West State Road #140-446
Pleasant Grove, UT 840602
801-473-8660

NOTE:
A right-of-way encroachment permit must be obtained from the City of Saratoga Springs prior to doing any work in the existing right-of-way. Contact Chris Klingel (801)-766-9793, Ext 118.

Refer to Photometric Plan for lighting locations and details.
Refer to Utility Plans for Fire Hydrant Locations.

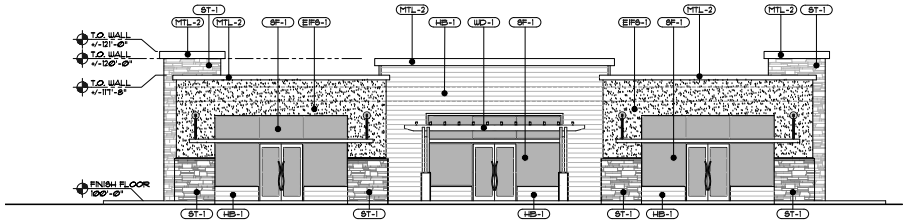
DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

River View Plaza
Site Plan
Saratoga Springs Utah

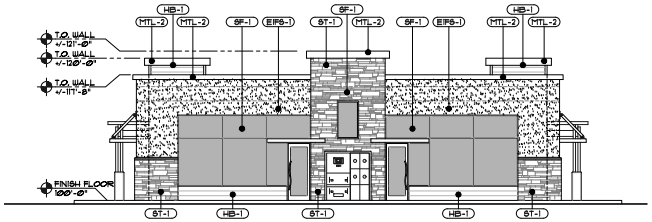
Revisions

Date	8-24-2020
Scale	1" = 40'
By	TD
Tracing No.	L -

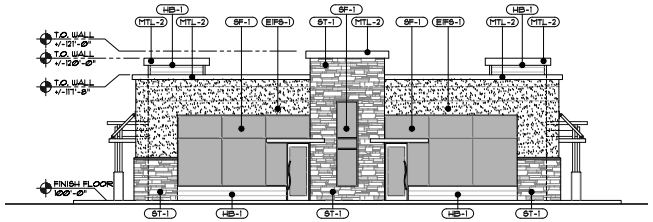
Sheet No.
C - 2.0



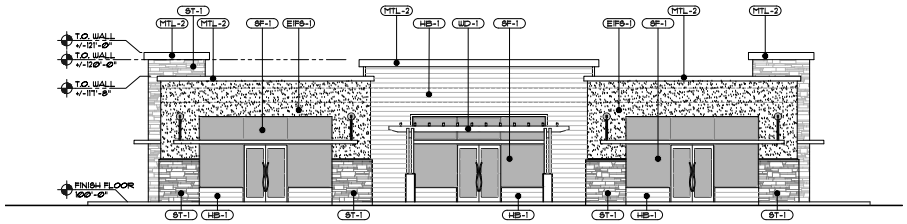
1 A201 EXTERIOR ELEVATIONS - EAST
SCALE: 1/8"=1'-0"



2 A201 EXTERIOR ELEVATIONS - NORTH
SCALE: 1/8"=1'-0"



3 A201 EXTERIOR ELEVATIONS - SOUTH
SCALE: 1/8"=1'-0"



4 A201 EXTERIOR ELEVATIONS - WEST
SCALE: 1/8"=1'-0"

PRINTED DATE
08.26.2020

LAYTON DAVIS ARCHITECTS
2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

RIVER VIEW PLAZA
OFFICE BUILDINGS A & B
-
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO
20.112

DWN BY/ CHK BY
CDB

TITLE
EXTERIOR ELEVATIONS

24X36 SHEET #
A201

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1 A201 EXTERIOR ELEVATIONS - EAST
SCALE: 1/8"=1'-0"

2 A201 EXTERIOR ELEVATIONS - NORTH
SCALE: 1/8"=1'-0"

3 A201 EXTERIOR ELEVATIONS - SOUTH
SCALE: 1/8"=1'-0"

4 A201 EXTERIOR ELEVATIONS - WEST
SCALE: 1/8"=1'-0"

PRINTED DATE
08.26.2020

LAYTON DAVIS ARCHITECTS
2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

RIVER VIEW PLAZA
2 - STORY OFFICE BUILDING
-
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO
20.124

DWN BY/ CHK BY
CDB

TITLE
EXTERIOR ELEVATIONS

24X36 SHEET #
A201

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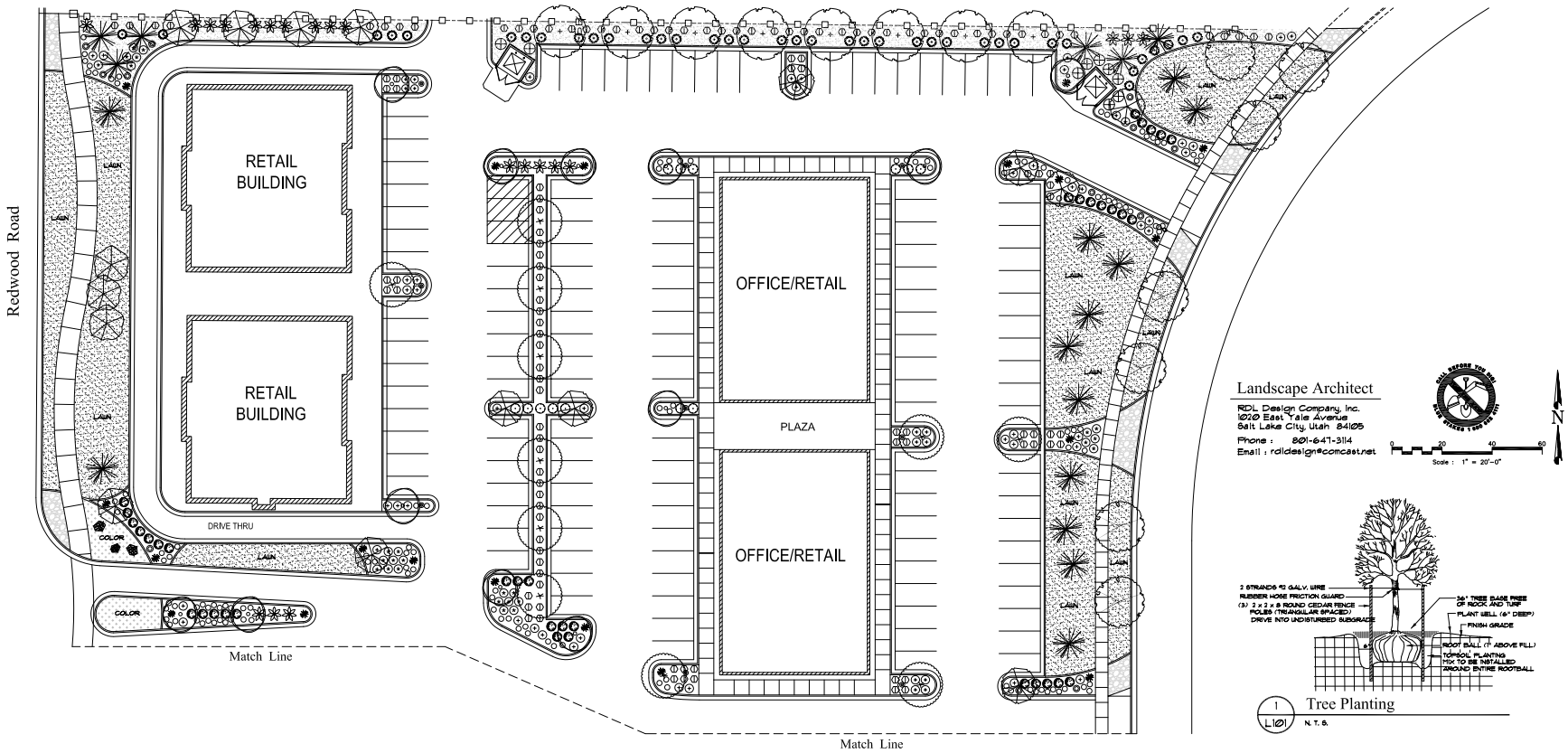


Landscape Architect

RDL Design Company, Inc.
6020 East Vale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

Scale : 1" = 20'-0"

1 / L101 Tree Planting

N. T. S.

Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
** 15		Celtis occidentalis	Common Hackberry	2" Caliper 10' Height	Full Head Crown Straight Trunk
** 18		Gleditsia triacanthos 'Imperial'	Imperial Honeylocust	2" Caliper 10' Height	Full Head Crown Straight Trunk
3		Malus 'Spring Snow'	Spring Snow Crab	2" Caliper 10' Height	Full Head Crown Straight Trunk
** 36		Pinus flexilis 'Vanderwolfe'	Vanderwolfe Limber Pine	8'-10' Height 8' x 8'	Full Throughout Specimen
20		Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper 10' Height	Full Head Crown Straight Trunk
** 31		Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	2" Caliper 10' Height	Full Head Crown Straight Trunk
** 11		Zelcova serrata 'Green Vase'	Green Vase Zelcova	2" Caliper 10' Height	Full Head Crown Straight Trunk

Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
** 44		Physocarpus o. 'Summer Wine'	Summer Wine Ninebark	5 Gallon	24"-30" Height
** 64		Rhus aromatica 'Grow-Low'	Grow Low Sumac	5 Gallon	18"-24" Spread
** 44		Rosa x. 'Red Meidiland'	Red Meidiland Rose	5 Gallon	15"-18" Spread
77		Rosa x. 'Red Knockout'	Knock Shrub Rose	5 Gallon	18"-24" Height
** 120		Spiraea b. 'Anthony Waterer'	Anthony Waterer Spiraea	5 Gallon	15"-18" Height
** 19		Spiraea j. 'Magic Carpet'	Magic Carpet Spiraea	5 Gallon	15"-18" Height
** 32		Yucca filam. 'Ivory Tower'	Ivory Tower Yucca	5 Gallon	15"-18" Height

Plant List (ORNAMENTAL GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
** 218		Calamagrostis 'Karl Foerster'	Karl Foerster Feather Grass	5 Gallon	24"-30" Height
** 20		Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	5 Gallon	24"-30" Height
** 26		Pennisetum a. 'Hamelin'	Hamelin Dw. Feather Grass	2 Gallon	12"-15" Height

Plant List (PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
** 73		Hemerocallis Stella d'Oro	Stella d'Oro Day Lily	1 Gallon	12"-15" Height
** 50		Lavandula 'Munstead'	Munstead Lavender	1 Gallon	12"-15" Height
** 25		Penstemon e. 'Firecracker'	Firecracker Penstemon	1 Gallon	12"-15" Height
** 50		Rudbeckia f. 'Goldsturm'	Black-Eyed Susan	1 Gallon	12"-15" Height
** 50		Salvia 'East Friesland'	East Friesland Salvia	1 Gallon	10"-12" Height

** Plant materials with asterisk "**" are considered to be "Drought Tolerant" and on applicable plant lists. Plant material quantities are provided for convenience in bidding ONLY! The contractor shall provide and install all plant materials either shown or noted on the plans, and of the sizes and heights specified.

Plant Material Quality Note:

All plant materials shall be of number one quality and size for the container specified. All materials of each variety shall be furnished by the same supplier and come from the same stock or group. The Owner and Landscape Architect have the right to reject any and all plant materials not meeting specification or in a healthy condition for the project. The contractor shall secure all plant materials for the project a minimum of 60 days prior to the anticipated installation date. No plant material substitutions will be considered following the 60 day period. All plant materials shall be reviewed and approved prior to shipment to the site.

Legend

Symbol	Description	Remarks
	Landscape Boulder / 4' Min. Dia. Size / Individually Placed	Boulder Type And Color Shall Be From Brown's Canyon Source (Or Equal) Blonde-Tan Colored Quartzite, Block Edges (Not Rounded).
	4"x6" Extruded Concrete Mowstrip / Natural Color	Install In Straight True Lines And Uniform Curves, 4 Between All Laun And Shrub Areas. Compact Sub-grade To 98% Prior To Installation.
	New Rock - Crushed Angular / 3" Minus Size / Mixed Gray	Install In Areas Shown To A Depth Of 4 Inches Over "DeWitt" Brand Weed Barrier Fabric. Submit Gray Sample Color For Approval.
	New Shrub - Stone Area / 2" Min. Size / Color #2 / Mixed Brown	Install In Areas Shown To A Depth Of 4 Inches Over "DeWitt" Brand Weed Barrier Fabric. Submit Beige/Tan Sample Color For Approval.
No Mesh	New Shrub - Stone Area / 1 1/2" Min. Size / Tan-Light Brown	Install In Areas Shown To A Depth Of 4 Inches Over "DeWitt" Brand Weed Barrier Fabric. Rock To Be A "Calico" Product Or Equal.

Submittal Requirements

1. The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, weed barrier fabric, soil amendments & import topsoil in order to obtain approval to be used on the project, and prior to shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
2. All plant materials shall be secured for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to planting of the project. No substitutions will be considered following this time period.

STATE OF UTAH
RICHARD DAVIS LAYTON
09-18-20
LICENSED LANDSCAPE ARCHITECT

PRINTED DATE
09.18.20

LAYTON DAVIS ARCHITECTS
2005 East 2700 South | suite 200
salt lake city, utah 84109
p:801.487.0715 | www.laytondavisarchitects.com

OSMOND MIXED-USE DEVELOPEMENT
1032 North Redwood Road
Saratoga Springs, Utah

CHRONOLOGY

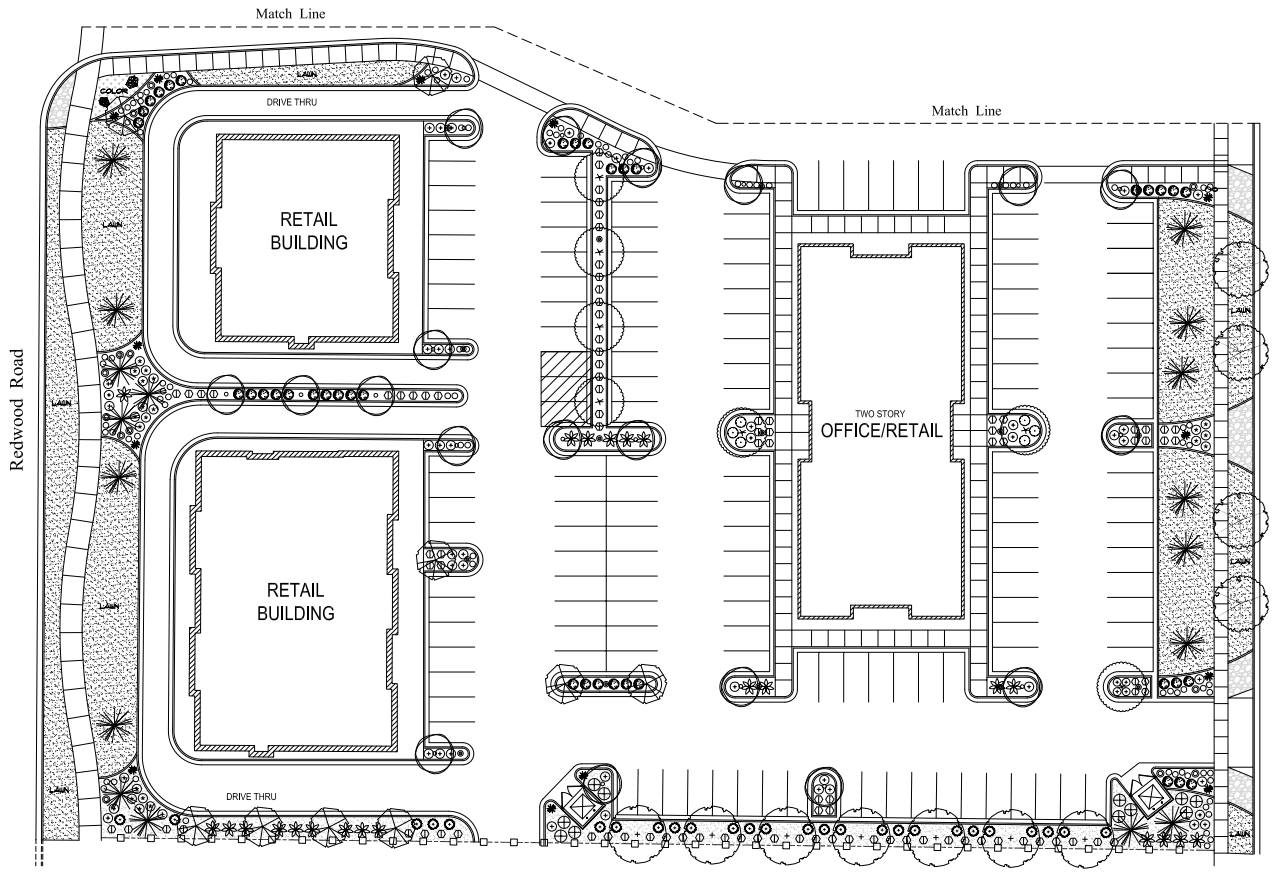
SHEET SIZE
24x36

PROJECT NO
19.148

DWN BY / CHK BY
RDL / RDL

TITLE
Landscape Plan

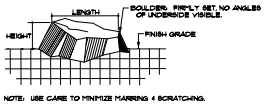
SHEET
L101



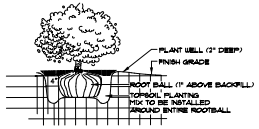
Landscape Architect

RDL Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

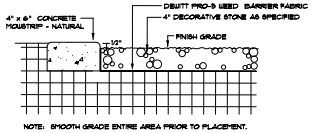
Scale : 1" = 20'-0"



1 L101 Landscape Boulder
N. T. S.



2 L101 Shrub Planting
N. T. S.



3 L101 Steel Edging / Stone Mulch
N. T. S.

Planting Notes

1. All shrub planting areas shall receive an 8 inch depth of topsoil. If topsoil is not available on-site, it must be imported from an approved local source. All topsoil shall be of a sandy loam consistency. Provide a chemical analysis for all topsoil for approval.
2. Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches, by the use of mechanical means, in order to create a transition layer between existing and new soils.
3. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
4. Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive (Soil Pep/or equal), and shall be rotary mixed on-site prior to installation.
5. Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per manufacturers recommendations.
6. Upon completion of planting operations, all shrub pits and tree wells shall receive a 4 inch depth of loose planting mixture as a cover. The overall shrub beds themselves (beyond plant wells) shall receive a 4" depth of decorative stone surfacing over Pro-5 weed barrier fabric. The decorative stone materials to be bid are as shown in the legend. These materials are available through several local suppliers. Provide a "Mock-Up" of the various proposed materials for approval.
7. In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
8. Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days minimum) and shall include mowing, weeding, pruning and one fertilization.
9. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

General Notes

1. All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
2. The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly, and accurately measure the design layout using the specified scale.
3. The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate his work with the project manager and all other contractors working on the site.
4. The finish grade of all planting areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. The finish grade of all landscape areas shall be graded consistently 1/2" below all walks, curbs, etc.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. All plant materials shall be approved prior to planting. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the specifications.
7. The contractor shall plant all plants per the planting details, stake/guy as shown. The top of the rootballs shall be planted flush with the finish grade.

Sub-Grade Requirements

1. SHRUB AREAS : Twelve (12) inches below finish grade. This will allow for the installation of an eight inch depth of topsoil along with a four inch depth of bark mulch or decorative stone, leaving it slightly below finish grade and concrete areas.
2. ROCK AREAS : Five (5) inches below finish grade. This will allow for the installation of a four inch depth of decorative rock, type as specified, over a weed barrier fabric, leaving the grade slightly below finish grade and concrete areas.
3. SUB-GRADE COORDINATION : The Landscape contractor shall meet early on in the construction process with the site grading contractor, in order to ensure that all sub-grades, prior to final topsoil placement, are provided. Any discrepancies or questions shall be discussed and resolved at that time. Landscape operations shall not begin until the specified sub-grade elevations have been provided.

09-18-20

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TITLE
Landscape Plan

SHEET
L102

Exhibit 4: Planning Checklist

SARATOGA SPRINGS PLANNING

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	9/18/2020
Date of Review:	9/26/2020
Project Name:	River View Plaza
Project Request / Type:	Preliminary Plat and Site Plan
Meeting Type:	Preliminary Plat: CC Approval Site Plan: PC Approval (conditionally approved 8/27/2020)
Applicant:	Jared Osmond
Owner:	Jared Osmond, via 500 East Properties LLC and Pacific Heritage LLC
Location:	West of Redwood Road along Riverside Drive, South of Riverbend Townhomes and north of the Chiu property
Major Street Access:	Redwood Road
Parcel Number(s) and size:	58:032:0202, 5.2472 acres 58:032:0201, 3.772 acres 58:032:0129, 0.49 acres Total 9.509 acres
Land Use Designation:	Community Commercial and Medium Density Residential
Parcel Zoning:	Mixed Use
Adjacent Zoning:	Mixed Waterfront, Agriculture
Current Use:	Residential, Vacant
Adjacent Uses:	Vacant, Pending development
Previous Meetings:	PC Hearing 3/26/2020, CC Hearing 4/14/2020, Rezone and Concept Plan
Previous Approvals:	Rezone to Mixed Use 4/14/2020
Type of Action:	Administrative
Land Use Authority:	Site Plan: PC, Preliminary Plat: CC
Future Routing:	CC
Planner:	Kimber Gabryszak, Senior Planner

Section 19.13 – Application Submittal

- Application Complete: **Yes.**
- Rezone Required: **No.**
- General Plan Amendment required: **No.**
- Additional Related Application(s) required: **Yes. Will need Final Plat(s), and may need condominium plat(s) with final plat(s).**

Section 19.13.04 – Process

- DRC: TBD
- Neighborhood Meeting: not required, not adjacent to residential
- PC: TBD
- CC: TBD

General Review

Building Department

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

Fire Department

- Residential:
    - Fire flows shall be met for this development and future development in the area.
    - Hydrants shall not exceed 500' spacing in R3-6 and lower areas.
    - Higher than R3-6, hydrants shall not exceed 300' spacing.
    - All three story structures above grade shall be fire sprinkled and meet NFPA 13 requirements where required.
    - All access roads shall support 26' of un-obstructed drive isle with parking on the streets.
    - The 59' road cross-section shall be used if applicable. If the streets are not able to support such movement, fire lane signage shall be posted by the developer.
    - All cul-de-sacs shall meet our current standard and shall have hydrants in them. All cul-de-sacs shall be a minimum of 96' in diameter from curb face to curb face and have a hydrant located within the cul-de-sac.
    - Third party review required for sprinkler systems
    - Dimension street and cul-de-sac widths on plat
    - Turnarounds on cul-de-sacs and dead-ends more than 150' in length
- Commercial:
    - Fire flows shall meet existing needs as well as future development in the area.
    - Hydrant spacing shall not exceed 300'.
    - Buildings shall be fire sprinkled and meet NFPA 13 requirements and all applicable IFC 2015 edition requirements and appendices.
    - Alarm system and notification systems shall all be tied together with the fire sprinkler system and monitored 24/7, 365 by a third party monitoring company.
    - This same system and / or monitoring company shall also be able to notify UVSSD 911 dispatch center 24/7 365.
    - All sprinkler plans and alarm plans shall be third party reviewed by PCI in Centerville, Utah, Attn: Bob Goodloe.

GIS / Addressing

- comments

Additional Recommendations:

- Will need a condominium plat for the residential portion, as no lots are created or shown on the plat.

Code Review

- 19.04, Land Use Zones
    - Zone: Mixed Use
    - Use: Commercial and Medium Density Residential

- Lot Size Reductions: **NO.**
- Footprint Development: **YES**.

19.04.010(2) Requirements		Mixed Use Zone	
Category	**Regulation**	**Compliance**	**Findings**
Maximum Unites per Acre	14 units/acre for residential portion of project**	**NA – Phase 2**	***NA: residential phasing moved to phase 2.*** *39 units on 4.22 acres is 9.24 units per acre*
Minimum Project Size	5 acres	**Complies**	
Minimum Lot Width	50'	**Complies**	
Maximum Height of Structures	Four stories, 45'	**Complies**	
Maximum Lot Coverage	50%	**Complies**	*Footprint development – not applicable.* ~~*Overall development coverage well under 50% regardless*~~
Minimum Dwelling Size	1,000 sq. ft. above grade	**Complies**	
Minimum Lot Size			
Non-Residential	15,000 sq. ft.	**Complies**	*Exempt due to footprint development*
Single Family Lots	5,000 sq. ft.	**NA**	
Two and Three-Family Dwellings	6,000 sq. ft.	**NA**	
Multi-Family Dwellings	See footprint development requirements	**Complies**	
Footprint Development	Allowed	**Complies**	
Residential Above Commercial	15,000 sq. ft.	**NA**	
Minimum Setback for Mixed Use Buildings			
First Floor	10' around the perimeter	**NA**	
Second Floor	20' around the perimeter	**NA**	
Third Floor	30' around the perimeter	**NA**	
Fourth Floor	40' around the perimeter	**NA**	
Minimum Setback for Residential and Commercial Buildings			
Front*	20'	**Complies**	*Complies. Footprint development; nearest public sidewalks are some distance.*
Interior sides for residential single family and footprint development	10' between buildings, 5' between exterior walls and property lines	**Complies**	
Interior sides for residential two, three and multi-family dwellings	10' between buildings	**Complies**	

Interior Sides for Non-Residential	10'	**Complies**	*Complies. Footprint development; nearest public sidewalks are some distance.*
Rear*	20'	**Complies**	*Complies. Footprint development; nearest public sidewalks are some distance.*
corner side	15'	**NA**	
Minimum Lot Frontage:			
Residential	35'	**Complies**	
Non-Residential	60'	**Complies**	
Mixed Use Buildings	100'	**NA**	

- Setback Exceptions: **Not requested**
- Footprint Development: **YES**
  - Minimum lot size and width do not apply.
  - Setbacks shall be measured from nearest sidewalk or ROW whichever is closer.
  - Minimum 35% of area as open space for residential area.
- Residential Above Commercial: **NA**
- Open Space and Landscaping Requirements: **See below**
- Density: **Complies**
- Open Space and Landscaping Requirements: **Minimum 35% per footprint standards.**

19.05 Supplemental Regulations		
Regulation	**Compliance**	**Findings**
Flood Plain: Buildings intended for human occupancy shall be constructed at least one foot above the base flood elevation.	**Can Comply.**	*TBD via Engineering*
Water & Sewage: Each lot shall be connected to City water and sewer.	**Complies.**	
Transportation Master Plan: Lots shall not interfere with the Transportation Master Plan.	**Complies.**	
Property Access - All lots shall abut a dedicated public or private road.	**Complies.**	*Lots are internal for commercial, but have easement access. Overall plat abuts dedicated road. Residential lot fully complies.*

Open Space and Landscaping Requirements:

19.06 Landscaping and Fencing		
Landscape Plans		
Regulation	**Compliance**	**Findings**
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	**Complies.**	
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	**Complies.**	
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	**Complies.**	

Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	**Complies.**	
Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	**Complies.**	
Irrigation: Irrigation plans showing the system layout and details.	**Can Comply.**	*Not yet included, missing page(s)*
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	**Complies.**	*Label added*
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	**Complies.**	
Completion of Landscape Improvements: All required landscaping improvements shall be completed in accordance with the approved landscape plans.	**Can Comply.**	*TBD at time of installation & final inspection(s).*
Planting Standards		
Deciduous Trees: 2" in caliper.	**Complies.**	
Evergreen Trees: 6' in height.	**Complies.**	
Tree Base Clearance: 3' diameter around every tree must be kept clear of turf and rock mulch.	**Complies.**	
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size.	**Complies.**	
Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	**Complies.**	
Artificial Turf : Not allowed.	**Complies.**	
Drought Tolerant Plants: 50% of all plants shall be drought tolerant.	**Complies.**	*Labeled*
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	**Complies.**	
Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	**Complies.**	*Plan modified*
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	**Complies.**	
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	**Complies.**	
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	**Complies.**	
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	**Complies.**	
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	**Complies.**	
Trees and Power Poles: No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: a. The City Council gives its approval. b. The Power Company or owner of the power line gives written consent. c. The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure.	**Complies.**	

Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	**Complies.**	*No mature trees or other vegetation, excepting along the Jordan River, exist. Landscape plans not yet provided for residential portion.*
Tree Preservation: Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	**N/A.**	*None identified on the plan.*
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	**N/A.**	
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	**N/A.**	
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	**N/A.**	
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	**N/A.**	
Planter Beds		
Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	**Complies.**	
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	**Complies.**	
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	**Complies.**	*Change made.*
Drip Lines: Drip lines must be used in planter beds.	**Complies.**	*Information provided*
Fencing and Screening		
Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	**Can Comply.**	*TBD with residential lot details.*
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised. Clear sight is located at all intersections of streets, driveways, or sidewalks, for a distance of 20' back from the point of curvature of curved ROWs and property lines or 30' back from the intersection of straight ROWs and property lines, whichever is greater landscaping shall not exceed 3' in height and the area shall not be bermed or raised within clear sight triangles.	**Complies.**	
Required Residential Fencing: Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	**Can Comply.**	*TBD – Phase 2. Must meet criteria at time of approval.*
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	**Can Comply.**	*TBD – Phase 2. Must meet criteria at time of approval. Trail may need to be provided / bonded with Phase 1.*
Fencing along arterial roads shall be of a consistent material and color within each development.	**Complies.**	*No arterial fencing proposed.*

Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	**Can Comply.**	*TBD – Phase 2. Must meet criteria at time of approval.*
Screening at Boundaries of Residential Zones: For residential developments abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	**Can Comply.**	*TBD – Phase 2. Must meet criteria at time of approval.*
Amount of Required Landscaping		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be landscaped.	**Can Comply.**	*TBD – Phase 2. Must meet criteria at time of approval.*
Multi-family, common space not including parks, and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	**Can Comply.**	*See above*
At least 50% of the landscaped area shall be covered with live vegetation at maturity. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	**Can Comply.**	*See above.*

Landscape Amount			
Category To Be Reviewed	**Regulation**	**Compliance**	**Findings**
Total Square Footage	414,573		
Required Landscaping	103,643		
Required Deciduous Trees	36	**98**	*Complies*
Required Evergreen Trees	34	**36**	*Complies*
Required Shrubs	54	**400 (plus grass)**	*Complies*
Drought Tolerant Plants	62	**434 (plus grass)**	*Complies*

19.09 Off Street Parking		
General Provisions		
Regulation	**Compliance**	**Findings**
Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	**Complies.**	
Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	**Complies.**	
Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	**Complies.**	
Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	**Complies.**	
Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	**Complies.**	
Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed within 600' of the main entrance to the building. Unenclosed parking for residential areas shall not be provided	**Complies.**	

in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing		
Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other facilities that will result in a safer, more efficient parking and circulation pattern.	**Complies.**	
Parking Requirements and Shared Parking		
Available on-street parking shall not be counted towards meeting the required parking stalls.	**Complies.**	
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	**Complies.**	
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	**N/A.**	
When a development contains multiple uses, more than one parking requirement may be applied.	**Complies.**	
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	**N/A.**	
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	**Complies.**	
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	**N/A.**	*Not provided; parking provided in excess of minimum requirements.*
Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the City Council determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: a. the intensity of the proposed use; b. times of operation and use; c. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; d. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; e. trip generation; and f. peak demands.	**N/A.**	
Up to 25% of required parking may be shared with an adjacent use upon approval by the City Council. The developer must provide: a. an agreement granting shared parking or mutual access to the entire parking lot; and b. b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.	**N/A.**	
Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to	**Complies.**	

have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.		
Landscaping in Parking Areas		
All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.	**Complies.**	
All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.	**Complies.**	
Clear Sight Triangles must be followed.	**Complies.**	
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	**Complies.**	
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	**Complies.**	
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	**Complies.**	
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	**Complies.**	
Required Minimum Parking		
	Complies.	*Nonresidential: 7:1000 for retail, 5:1000 for office. Complies.* ***Residential: TBD with Phase 2. Will be required to comply at that time.***

Dimensions for Parking Stalls & Aisle

	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
90° Parking				
Required	9'	18'	24'	24'
Provided	9’	18’-19’	24’	24’-25’
~~60° Parking~~				
Required	~~9'~~	~~18'~~	~~25'~~	~~18'~~
Provided	-	-	-	-
~~45° Parking~~				
Required	~~9'~~	~~18'~~	~~25'~~	~~14'~~
Provided	-	-	-	-
~~Parallel~~				
Required	~~9'~~	~~20'~~	~~N/A~~	~~12'~~
Provided	-	-	-	-

19.11 Lighting		
General Standards		
Regulation	**Compliance**	**Findings**
Material: All Lighting Fixtures and assemblies shall be metal.	**Complies.**	
Base: All lighting poles shall have a 16” decorative base.	**Complies.**	
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	**Complies.**	
Angle: Shall be directed downward.	**Complies.**	
Lamp: Bulbs may not exceed 4000k.	**Complies.**	
Drawings: Design and location of fixtures shall be specified on the plans.	**Complies.**	*Labels added to bring clarity to tiny scale icons.*
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	**N/A.**	
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	**Complies.**	
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers’ specifications, drawings, and sections.	**Complies.**	
Residential Lighting		
Floodlights: Floodlights are prohibited.	**Can Comply.**	*TBD – Residential in Phase 2. Must comply at that time.*
Street Lighting: All street lighting fixtures shall be metal and black and also include an arm and bell shade or a pole and lantern configuration and meet the City Standards.	**Can Comply.**	*TBD – Residential in Phase 2. Must comply at that time.*
Building Lighting: Building lighting shall be full cutoff and downward directed, and only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	**Can Comply.**	*TBD – Residential in Phase 2. Must comply at that time.*
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16’. The exception shall be those instances where there is a second story access	**Complies.**	

directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.		
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	**Can Comply.**	*Need note on plans*
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	**Complies.**	
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	**N/A.**	
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	**Complies.**	
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	**Complies.**	
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	**Complies.**	
One hour after closing or by 11:00 pm, whichever is earlier, businesses must turn off at least 50% of building lighting and lighting fixtures in surface parking lots and on top decks of parking structures; however, those lighting fixtures turned off may be set to function utilizing a motion detector system. Lights may be turned back on one half hour prior to the first employee shift.	**Complies.**	
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	**Complies.**	
Walkway Lighting		
Lighting of all pedestrian pathways is recommended.	**Complies.**	
All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10'. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25'. Such lighting within 200' of residential development shall not exceed 16'.	**Complies.**	
Bollard lighting shall be limited to a height of 4'.	**Complies.**	
Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	**Complies.**	
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	**Complies.**	
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	**Complies.**	
Plans providing information required in the Technical Standards and Specifications Manual.	**Complies.**	

19.12 Subdivision		
Preliminary Plat Requirements		
Regulation	**Compliance**	**Findings**
Standard Plat Format followed.	**Complies.**	
Name and address of property owner and developer.	**Can Comply.**	*Please add.*
Name of land surveyor.	**Complies.**	
The location of proposed subdivision with respect to surrounding property and street.	**Complies.**	
The name of all adjoining property owners of record, or names of adjoining developments.	**Complies.**	
The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.	**Complies.**	
Street and road layout with centerline bearing and distance labels, dimensions, and names of existing and future streets and roads, (with all new names cleared through the City GIS Department).	**Complies.**	
Subdivision name cleared with Utah County.	**TBD**	
North arrow.	**Complies.**	
A tie to a permanent survey monument at a section corner.	**Complies.**	
The boundary lines of the project with bearings and distances and a legal description.	**Complies.**	
Layout and dimensions of proposed lots with lot area in square feet.	**Complies.**	
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	**Complies.**	
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	**Complies.**	
Proposed road cross sections.	**Complies.**	
Proposed fencing.	**Complies.**	*Label added*
Vicinity map.	**Complies.**	
All required signature blocks are on the plat.	**Complies.**	
Prepared by a professional engineer licensed in Utah.	**Complies.**	
Proposed methods for the protection or preservation of sensitive lands.	**Can Comply.**	*Need additional info with residential portion.*
Location of any flood plains, wetlands, and other sensitive lands.	**Complies.**	
Location of 100-year high water marks of all lakes, rivers, and streams.	**Complies.**	
Projected Established Grade of all building lots.	**Can Comply.**	*Pending with residential phase.*
A data table. 1. total project area; 2. total number of lots, dwellings, and buildings; 3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; 4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; 5. percentage of buildable land; 6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; 7. area and percentage of open space or landscaping; 8. area to be dedicated as right-of-way (public and private); 9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).	**Complies.**	

Phasing Plan: Including a data table with the following Information for each phase: i. Subtotal area in square feet and acres; ii. number of lots or dwelling units; iii. open space area and percentage; iv. utility phasing plan; v. number of parking spaces; vi. recreational facilities to be provided; vii. overall plan showing existing, proposed, and remaining phases.	**Complies.**	
Final Plat Requirements – NA UNTIL LATER		
~~Subdivision name and location.~~	~~Item.~~	
~~Standard Plat Format followed.~~	~~Item.~~	
~~Name and address of property owner and developer.~~	~~Item.~~	
~~Name of land surveyor.~~	~~Item.~~	
~~The location of proposed subdivision with respect to surrounding property and street.~~	~~Item.~~	
~~The name of all adjoining property owners of record, or names of adjoining developments.~~	~~Item.~~	
~~The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.~~	~~Item.~~	
~~North arrow.~~	~~Item.~~	
~~A tie to a permanent survey monument at a section corner.~~	~~Item.~~	
~~The boundary lines of the project with bearings and distances and a legal description with total project area in SF and acres.~~	~~Item.~~	
~~Layout and dimensions of proposed lots with lot area in square feet and acres. Lot boundaries shall include dimensions and bearings.~~	~~Item.~~	
~~Lot Numbers.~~	~~Item.~~	
~~Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.~~	~~Item.~~	
~~Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.~~	~~Item.~~	
~~Proposed road ROW widths.~~	~~Item.~~	
~~Vicinity map.~~	~~Item.~~	
~~All required signature blocks are on the plat.~~	~~Item.~~	
~~Prepared by a professional engineer licensed in Utah.~~	~~Item.~~	
~~Proposed methods for the protection or preservation of sensitive lands.~~	~~Item.~~	
~~Fencing plans.~~	~~Item.~~	
~~Location of any flood plains, wetlands, and other sensitive lands.~~	~~Item.~~	
~~Flood plain boundaries as indicated by the Federal Emergency Management Agency as well as the location of 100-year high water marks of all lakes, rivers, and streams.~~	~~Item.~~	
~~Existing and Proposed easements.~~	~~Item.~~	
~~Street monument locations.~~	~~Item.~~	
~~Lot and road addresses and addresses for each intersection. Road names shall be approved by the City GIS department before being added to the subdivision plat.~~	~~Item.~~	
~~A data table.~~ ~~1. total project area;~~ ~~2. total number of lots, dwellings, and buildings;~~ ~~3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor;~~ ~~4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces;~~	~~Item.~~	

~~5. percentage of buildable land;~~ ~~6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area;~~ ~~7. area and percentage of open space or landscaping;~~ ~~8. area to be dedicated as right-of-way (public and private);~~ ~~9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).~~		
~~**Phasing Plan:** Including a data table with the following Information for each phase:~~ ~~i. Subtotal area in square feet and acres;~~ ~~ii. number of lots or dwelling units;~~ ~~iii. open space area and percentage;~~ ~~iv. utility phasing plan;~~ ~~v. number of parking spaces;~~ ~~vi. recreational facilities to be provided;~~ ~~vii. overall plan showing existing, proposed, and remaining phases.~~	~~Item.~~	
Condominium Process – WILL BE NEEDED for Residential, possibly Commercial		
Condominium projects shall receive Site Plan and Preliminary Plat approval.	**Can Comply.**	*Pending*
A Declaration of Condominium and Condominium Plat shall be submitted.	**Can Comply.**	*Pending*
The Condominium Plat shall follow the Final Plat requirements.	**Can Comply.**	*Pending*
Subdivision Layout		
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	**Complies.**	
Block Length: The maximum length of blocks shall be 1,000'. In blocks over 800' in length, a dedicated public walkway through the block at approximately the center of the block will be required.	**Complies.**	*Under 1000'*
Such a walkway shall not be less than 15' in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	**N/A.**	
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	**Complies.**	
Mailboxes: Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.	**Can Comply.**	*Pending for residential in Phase 2.*
Private Roads: Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	**N/A.**	
Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.	**Complies.**	*103' or more.*

Two separate means of vehicular access onto a collector or arterial road shall be required when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed fifty. **Access Exception:** Where no point of second access is available within 500' and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.	**Complies.**	
Where two means of access are required, the points of access shall be placed a minimum of 500' apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way.	**Complies.**	
Shared Driveways: Shared driveways shall be a minimum of 26' in width and shall direct all runoff to a public or private drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of 25' of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of 20' of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.	**Complies.**	
Lot Design		
All subdivisions shall result in the creation of lots that are developable and capable of being built upon.	**Complies.**	
All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.	**Complies.**	
Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria: i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots; ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.	**N/A.**	
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way.	**Complies.**	
Side property lines shall be at approximately right angles to the street line or radial to the street line.	**N/A.**	
Corner lots for residential use shall be 10% larger than the required minimum lot.	**Can Comply.**	*TBD when residential portion is submitted.*
No lot shall be created that is divided by a municipal or county boundary line.	**Complies.**	
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the City Council.	**Complies.**	*Any remnants are included in overall open space.*
Double access lots are not permitted with the exception of corner lots.	**Complies.**	
Driveways for residential lots or parcels shall not be allowed to have access on major arterials.	**Can Comply.**	*TBD when residential portion is submitted.*

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

19.14 Site Plan Review		
19.14.07		
Regulation	**Compliance**	**Findings**
Consideration in Review of Applications. The land use authority shall review the application and consider the following matters and others when applicable: a. Considerations Relating to Traffic Safety and Traffic Congestion: i. the effect of the site development plan on traffic conditions on adjacent street systems; ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities. b. Considerations Relating to Outdoor Advertising. Outdoor advertising shall comply with the provisions of Chapter 19.18. c. Consideration Relating to Landscaping: i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06 iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees. d. Considerations Relating to Buildings and Site Layout: i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards. e. The effect of the site development plan on the adequacy of the storm and surface water drainage. f. Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	**Complies.**	*TBD in analysis in Staff Report. Overall appears to generally comply.*

g. The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.		

19.16 Site and Architectural Design Standards		
General Site Design Standards		
Regulation	**Compliance**	**Findings**
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	**Complies.**	
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	**Complies.**	
All pedestrian connections shall be shown on the related site plan or plat.	**Complies.**	
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way.	**Complies.**	*Parking is somewhat shielded from view from Redwood; more than 50% is internal or to the sides allowing for the parking between the buildings and Riverside.*
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	**Complies.**	
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' 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.	**Complies.**	*Berming added to grading plan*
Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	**Can Comply.**	*UDOT / Engineer to resolve*
Parking Structures: Parking structures shall be architecturally consistent with the project buildings, including the use of the same primary finish materials as the exterior of the adjacent or adjoining buildings.	**N/A.**	
When placement of parking structures along site frontages is necessary, visual mitigation such as landscape buffers, upper-level setbacks, or additional architectural treatment shall be used.	**N/A.**	

The view of a parking structure from a public street shall be minimized by placing its shortest dimension along the street edge.	**N/A.**	
The top deck of parking structures shall include screen walls, periphery landscape islands, or similar features where visible from public view in order to soften the appearance of the top of the parking structure and screen the view of cars on the top deck of the structure.	**N/A.**	
All top deck lighting shall be screened and directed downward to avoid light spill onto the street below and shall consist of only bollards or building lighting. Light poles are prohibited.	**N/A.**	
Trash Enclosures, Storage Areas, and External Structures: Landscaping, fencing, berms, or other devices integral to overall site and building design shall screen trash enclosures, storage areas, and other external structures.	**Complies.**	
Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties.	**Complies.**	*Minimal loading area needed as proposed; currently loading areas are identified in parking lot and not along buildings.*
All trash dumpsters shall be provided with solid enclosures. Enclosures shall be composed of 6' high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain-link gates with or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.	**Complies.**	*Enclosures shown on plan but no detail provided for materials*
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a 3' landscaped buffer shall be provided that does not impede access into and out of vehicles.	**Complies.**	
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged.	**Complies.**	*Recommendation to locate trash areas between buildings noted on plans.*
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	**Complies.**	
Site Design Standards: Non-Residential Development		
Shopping Cart Corrals: Shopping cart corrals are required for big box or mid box retail uses. Roof covers are recommended as the local climate includes wind, rain, and winter snow conditions. If roof covers are utilized they shall blend in with the established building design.	**N/A.**	
The shopping cart corral rail finish shall match or compliment the exterior finishes of the main building through the use of two out of three of the same exterior colors and finishes.	**N/A.**	
Uses Within Buildings: All uses established in any commercial, office warehouse, business park, or industrial zone shall be conducted entirely within a fully enclosed approved building except those uses deemed by the City Council to be customarily and appropriately conducted in the open. Uses which qualify for this exception include vegetation nurseries, home improvement centers with lumber, outdoor cafes, outdoor retail display, car wash vacuums, auto dealerships, and similar uses.	**Complies.**	
Outdoor Display: All retail product displays shall be located under the buildings' permanent roof structure or on designated display pads within front landscape areas.	**N/A.**	*Not proposed*

All display areas shall be clearly defined on the approved Site Plan and designated on the site with a contrasting colored, painted, or striped surface.	**N/A.**	
Display areas shall not block building entries or exits, pedestrian walks, or parking spaces in front of the building. Outdoor display areas shall not spill into walkways or any drive aisle adjacent to a building.	**N/A.**	
Access Requirements: a. Each roadway shall not be more than 40' in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way.	**Complies.**	
Off-Street Truck Loading Space: Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets, alleys, required parking stalls, or accessible stalls.	**Complies.**	*Portion of parking stall overage striped for deliveries.*
Screening of Storage & Loading Areas: To alleviate the unsightly appearance of loading facilities, these areas shall not be located on the side(s) of the building facing the public street(s). Such facilities shall be located interior to the site.	**Complies.**	*Above references area internal to the site.*
Screening for storage and loading areas shall be composed of 6' high solid masonry or architectural precast concrete walls with opaque gates and self-latching mechanisms, to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles.	**Complies.**	*No storage provided; area is for temporary usage in the parking lot and screening is not appropriate.*
Gates shall be made of opaque metal for durability. Chain-link gates with opaque slats are prohibited.	**N/A.**	
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	**N/A.**	
Trash areas shall be designed to include the screening of large items (e.g. skids and pallets) as well as the trash bin(s) that are needed for the business (unless storage is otherwise accommodated behind required screened storage areas).	**Complies.**	*Appears to comply; will verify in criteria above when details provided*
Buffers: A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least 6' in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	**Complies.**	*Details / options provided.*
No chain-link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	**Complies.**	*Details / options provided.*
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than 6' in height.	**Complies.**	
Parking Lot Buffers: There shall be a minimum of 10' of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	**Complies.**	
Building Buffer: No building shall be closer than 5' from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	**Complies.**	

Interconnection: All parking and other vehicular use areas shall be interconnected with adjacent non-residential properties in order to allow maximum off-street vehicular circulation.	**Complies.**	
General Architectural Design Standards		
Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width: i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.	**Complies.**	*Mechanical screening provided.*
All roofs on two-family, three-family, and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.	**Complies.**	*Screening info provided.*
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	**Complies.**	*Screening info provided.*
Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion*
Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion*
All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion*
All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.	**Complies.**	
Backlighting is not permitted.	**Complies.**	*No backlighting proposed.*
Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	**Complies.**	*Screening info provided.*
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	**N/A.**	

Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	**Complies.**	*Screening info provided.*
Screening materials shall conform to the color scheme and materials of the primary building.	**Complies.**	*Screening info provided.*
Residential Architectural Design Standards		
Architectural Wrap: Stone, brick, wainscot, and other front elevation materials shall be wrapped a minimum of 2' into interior side elevations and shall extend the full width of any street side yard, or façade abutting common open space.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Materials and Colors: A minimum of three materials and three colors shall be utilized on front or street side elevations, or façade abutting common open space. A minimum of two materials and two colors shall be utilized on interior side and rear elevations.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
No more than 75% of any building elevation shall consist of any one material or color.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Carports and similar structures shall be compatible in architectural design and details with the main residential structure through the use of at least two out of three of the same materials and colors.	**N/A.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Color Variation: Two-family, three-family, and multi-family developments containing more than five buildings shall be designed with at least two color palettes.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Non-Residential Architectural Design Standards		
Four Sided Architecture: All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Color and Materials: Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
No more than 75% of any building elevation shall consist of any one material or color. i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Prohibited Materials: Tiles. Full veneer brick and tiles exceeding ½" in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Stairways: All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	**Complies.**	

Roof Drains: All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	**Complies.**	
Electrical Panels: To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	**Complies.**	
Street Orientation: All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	**Complies.**	
At least 50% of the first floor elevation(s) of a building that is viewed from a public street shall include windows and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. This percentage may be reduced to 35% for buildings without a retail component or with medical uses on the first floor.	**Complies.**	*Changes made.*
Metal Buildings: Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	**N/A.**	
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	**N/A.**	
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	**N/A.**	
Mixed Use and Mixed Waterfront Site Additional Standards		
Buffer Overlay Additional Standards		
Complies with view corridor, public access, trail requirements.		
One building intrudes into 15' trail setback.		*Changes may be needed for residential portion TBD in Phase 2.*
What is bank stabilization plan per 19.25.06?		*Pending for residential portion*

19.19 Open Space		
Minimum Required Open Space		
Regulation	**Compliance**	**Findings**
Open Space Required: A minimum of one Equivalent Acre of park space is required for every 40 residential units in a development, or fraction thereof.	**Complies.**	*Well in excess of requirement. Required 1 acre (39 units), providing 3.22*
Minimum Percentage by Development: In addition to the minimum Equivalent Acres, to ensure a livable community, in no case shall the percentage of total open space acreage provided in the following types of development be less than the listed percentage: a. Single family developments: 10% of overall development acreage b. Multi-family developments: 15% of overall development acreage c. Mixed Use and Mixed Waterfront developments: 25% of overall development acreage	**Complies.**	*25% minimum in Mixed Use overall, 35% required in residential area due to footprint development. TBD residential, and 35%+ in commercial area.*

d. Developments with both single family and multi-family: combination of the requirement based on the acreage for each type of housing.		
Other Limitations: In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement. i. Unimproved, not Sensitive Lands ii. Open space with no access	**Complies.**	*TBD w/Residential but appears to be 1.04 acres out of 4.29*
Minimum Required Amenities		
Minimum Points: Minimum required points are based on the number of required Equivalent Acres provided in a contiguous park and are outlined in the table in 19.19.05(2).	**Can Comply.**	*Residential portion to come in future phase.*
Mixture of Amenities and Required Amenities: All parks are required to provide a mixture of amenities, including at least one separate item each from Categories C, D, and E.	**Can Comply.**	*Residential portion to come in future phase.*
No more than 25% of the points may be met by one specific item type in any one category.	**Can Comply.**	*Residential portion to come in future phase.*
All parks over 5 Equivalent Acres are also required to provide at least one item from Category A or B, and three items from category P, and a minimum one toilet restroom per each 5 acres or fraction thereof.	**Can Comply.**	*Residential portion to come in future phase.*
Items in Categories A and B may qualify for impact fee credits, if identified in the Parks and Trails Master Plan.	**Can Comply.**	*Residential portion to come in future phase.*
Payment in Lieu of Open Space		
Applicability: the City's Payment in Lieu of Open Space Program may be utilized for all or a portion of the requirement for developments that meet one or more of the following criteria: i. any single-family development where a minimum of 75% of the lots are 10,000 square feet or larger, or ii. any single-family development with a park requirement of less than one acre, or iii. any development in the MW zone where such fee will aid in the creation of large clustered open spaces near the waterfront, or iv. that portion of a development that is located within ¼ mile of an existing improved regional public park.	**N/A.**	
Total Cost: 1. The City shall maintain an annually updated list of land values for the cost of a non-sensitive developable acre, and apply the land value to the required Equivalent Acres for which the applicant desires to pay a fee in lieu. 2. The City shall calculate the minimum required points per this chapter, and multiply the points by $2,000 to determine the cost of the minimum required open space improvements, including landscaping, parks, trails, and other amenities.	**N/A.**	

19.25 Waterfront Buffer Requirements		
Waterway Setbacks		
Regulation	**Compliance**	**Findings**
Riparian Setback: No disturbance shall occur within 50' of the Jordan River ordinary high water mark or the Utah Lake Compromise line. **Exception:** Boardwalks, patios, decks, and associated seating areas may be placed within the riparian setback. Such areas shall not exceed 300 square feet.	**Complies.**	

Shoreline Trails: Jordan River and Utah Lake shoreline trail corridors shall be a minimum of 20' in width measured landward from the edge of the riparian setback.	**Complies.**	
Patio/Lawn Area: A minimum of 15' shall be maintained between the Shoreline or Jordan River trail corridor and structures/parking areas to allow for lawns, patios, restaurant eating areas, and similar low-impact uses. Roads shall not be located between the first row of buildings and the waterway.	**Does Not Comply.**	*Portions of the originally proposed residential development are less than 15' from the trail corridor. Residential portion now TBD in Phase 2.*
Landscaping in Riparian and Trail Setbacks: Native and naturalized plants allowed. Manicured landscaping and lawns are prohibited.	**Complies.**	
Utah Lake and Jordan River Shoreline Trails		
All developments whose projects are next to, adjacent to, or abutting, or include Utah Lake or the Jordan River shall provide an improved pedestrian shoreline trail throughout the length of the project. i. The shoreline trail shall at all times be accessible to the public. ii. The developer will work with the City and any other agency whose approval is necessary, to determine the exact location of the trail. iii. The developer shall construct the trail as close to the waterway as reasonably possible. iv. The trail shall be hard surfaced and shall be a minimum of 12' in width.	**Complies.**	
In the event that a portion of the planned shoreline trail throughout a developer's project is located on property not in the possession of or under control of the developer, the developer will work with the City to identify a proper location through the developer's project on which to construct the trail. In all cases, the developer shall construct the shoreline trail as close to the waterway as reasonable possible	**N/A.**	
The developer will work with the City to determine which party will construct the shoreline trail throughout the developer's project. a. If the developer constructs the shoreline trail throughout the developer's project, the developer may receive credit for the trail against the open space requirements of this Title. However, if the developer is granted a credit, the developer shall maintain the trail in perpetuity and grant the City a perpetual public access easement. b. The shoreline trail shall be constructed in accordance with the City's design guidelines, standards, and regulations.	**Can Comply.**	*Proposing dedicating to the City; finalizing in future phase*
If the City specifically agrees in writing, the shoreline trail will be maintained by the City after the City issues a Certificate of Final Acceptance.	**Can Comply.**	*Proposing dedicating to the City; finalizing in future phase*
Public Access and Parking		
Developments shall provide a public access to the Shoreline or Jordan River trail.	**Complies.**	
Developments shall provide public parking for bicycles and shall permit a portion of their motor vehicle parking to be available to the public in non-residential areas.	**Complies.**	*Not clearly delineated, but there is room to add. Parking rack shown in details.*
Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.	**Complies.**	
Parking areas visible from the Shoreline or Jordan River trail or the waterway shall be screened from view by landscaping or decorative fencing at least 3' in height.	**Complies.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*
Appropriate landscaping should be utilized to screen habitat areas within the riparian setback from new development.	**Can Comply.**	*Note: only evaluating commercial. Unknown for residential portion TBD in Phase 2.*

Site Coverage and Building Permeability		
On lots or sites with a width greater than 100’ that are generally parallel to the river corridor, structures shall not exceed 70% of the width of the site.	**Complies.**	
On lots or sites with a 50’ to 80’ width that are generally parallel to the river, structures shall not exceed 50’ in width or 70% of the width of the site, whichever is greater.	**Complies.**	
At a maximum interval of 300’ that is generally parallel to the river, there shall be a clear visual and pedestrian connection at the ground level from a public street to the river corridor. Such connections may consist of pathways, landscaping, transparent entrances and lobbies that provide the ability to see through a building, and other features with a similar effect.	**Complies.**	
The visual and pedestrian connection shall not be less than 30’ wide.	**Complies.**	

Fiscal Impact	
Regulation	**Findings**
Is there any City maintained open space?	*Dedication of Shoreline trail*
What is the anticipated cost to the City?	*TBD with Residential portion*
When will City maintenance begin?	*TBD with Residential portion*

MINUTES – CITY COUNCIL

Tuesday, September 15, 2020
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Policy Meeting

Call to Order: Mayor Jim Miller called the Meeting to order at 6:03 p.m.

Roll Call:

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

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

Staff Present City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, City Engineer Gordon Miner, Planning Director David Stroud, Finance Director Chelese Rawlings Public Works Director Jeremy Lapin, Senior Planner Sarah Carroll, and Deputy City Recorder Kayla Moss.

Invocation by Council Member McOmber
Pledge of Allegiance by Council Member Poduska

PUBLIC INPUT: None Submitted

REPORTS: Council Member McOmber asked if there was a way to go through out the neighborhoods to make sure that all of the trails and connections have been put in as planned.

City Manager Christensen advised that planning does makes sure that everything goes in like they have planned.

Council Member Poduska thanked Public Works for helping Bountiful City with the wind damage that occurred.

Mayor Miller advised that the Fire Department just celebrated their 20 year anniversary. He thinks it's neat to look back and see how far the fire department has come.

City Manager Christensen advised that the phase 2 improvements for the burn scar will be opening bid this week. He will authorize the contracts and then ratify them at the next meeting.

BUSINESS ITEMS:

1) Northshore Neighborhood Plan Major Amendment, Krisel Travis D.R. Horton Applicant, Market Street and Redwood Road; Ordinance 20-30 (9-15-20).

Senior Planner Sarah Carroll advised that everything that changed with the neighborhood plan was circled in the packet. The configuration of lot 3 was changed and the church site was moved. The configuration of the North Park changed. There is a fencing plan that the City would like to be different. They recommend approval with the finding and conditions in the staff report.

Council Member Carn asked how the marketing plans on the commercial space is going.

Krisel Travis with D.R. Horton advised the 2 year time table has not started yet. They have had some interest but COVID hit and office space is not as desirable right now because of it.

Council Member Poduska asked if the expansion of Pioneer Crossing will affect their project. It was determined that UDOT owns parcels in front of their parcels that will be used for the expansion.

Council Member McOmber asked if there are landscaping requirements around the chain link fence around the pump station. He doesn't like to see any chain link in the project, he knows that some of it is existing but he has a hard time with it. He doesn't like that the City installs chain link around public facilities. He thinks the standards should be the same as any other developer. After discussion it was determined that they are following code on the chain link fence. It will be black vinyl coated chain link so he is okay with that as long as the landscaping exists to improve the look of it.

> Motion by Council Member McOmber to approve the Northshore Neighborhood Plan Major Amendment, Krisel Travis D.R. Horton Applicant, Market Street and Redwood Road; Ordinance 20-30 (9-15-20) with all staff findings and conditions including a condition that all fencing standards meet the development agreement was seconded by Council Member Carn.
> Vote: Council Members Carn, McOmber, Poduska, Porter, and Willden– Aye.
> Motion carried unanimously.

MINUTES:

1. September 1, 2020.

Motion by Council Member McOmber to approve the Minutes of September 1, 2020 with the submitted and posted changes, was seconded by Council Member Carn.
Vote: Council Members McOmber, Carn, Poduska, Porter, and Willden– Aye.
Motion carried unanimously.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 6:37 p.m.

_____
Jim Miller, Mayor

Attest:
_____
Cindy LoPiccolo, City Recorder
Approved: