



Jim Miller, *Mayor*  
Stephen Willden, *Mayor Pro Tem*  
Shellie Baertsch, *Council Member*  
Michael McOmber, *Council Member*  
Bud Poduska, *Council Member*  
Chris Porter, *Council Member*

## CITY COUNCIL MEETING

**Tuesday, September 6, 2016**

**7:00 P.M.**

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

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1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.
5. Presentation: New Police Officer(s).
6. Public Input – This time has been set aside for the public to express ideas, concerns, and comments.

### REPORTS:

1. Mayor.
2. City Council.
3. Administration Communication with Council.
4. Staff Updates: Inquiries, Applications, and Approvals.

### PUBLIC HEARINGS:

1. Legacy Farms Community Plan Amendment; ~~Ordinance 16-19 (9-6-16)~~.

### BUSINESS ITEMS:

1. Legacy Farms Village Plan 3 Plats 3A-E – Preliminary Plats.
2. Mt. Saratoga – Rezone, General Plan Amendment, Community Plan, and Master Development Agreement; Ordinance 16-15 (9-6-16), Ordinance 16-16 (9-6-16). (Continued from August 16, 2016).
3. Code Amendments, Sections 19.02, 19.05, 19.06, 19.09, 19.14, 19.15, 19.18; Ordinance 16-17 (9-6-16). (Continued from August 16, 2016).
4. Interlocal Cooperation Agreement with Utah County, U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Participation; Resolution R16-49 (9-6-16).
5. Madison Meadows – Preliminary Plat.
6. 400 N ULD Pump Station – Site Plan, CUP.

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 766-9793 at least one day prior to the meeting.

**APPROVAL OF MINUTES:**

1. August 16, 2016.

**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**

*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.  
Councilmembers may participate in this meeting electronically via video or telephonic conferencing.  
The order of the agenda items is subject to change by order of the Mayor.  
Final action may be taken concerning any topic listed on the agenda.*



**Community Plan Amendment**

**Legacy Farms**

**Tuesday, August 30, 2016**

**Public Hearing**

Report Date:	Tuesday, September 6, 2016
Applicant:	D.R. Horton
Owner:	D.R. Horton
Location:	SE corner intersection of Redwood and 400 South, extending to Saratoga Dr.
Major Street Access:	Redwood Road and 400 South
Parcel Number(s) & Size:	66:058:0007, 176.44 acres; 58:041:0185, 5.497 acres Multiple parcels in plats in Village Plans 1 and 2 Total: 181.937 acres
Parcel Zoning:	Planned Community (PC)
Adjacent Zoning:	PC and Low Density Residential (R-3)
Current Use of Parcel:	Agriculture
Adjacent Uses:	Agriculture, Residential
Previous Meetings:	Planning Commission Public Hearing 8/25/2016
Previous Approvals:	Annexation Agreement (2010) Rezone to PC zone (2010) City Center District Area Plan (2010) Community Plan (2014 – PC 6/12/2014 and CC 7/1/2014) Community Plan Amendments June and July 2015
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Author:	Kimber Gabryszak, Planning Director

**A. EXECUTIVE SUMMARY**

The applicants are requesting approval of several amendments to the Legacy Farms Community Plan (CP) to permit development in the FEMA floodplain prior to Floodplain Map Amendments, and to modify signage requirements.

The Community Plan contains the broader guidelines for the development while Village Plans provide the specifics for the various phases of development. Form Based Code was approved as part of the CP, implementing specific standards for blocks, subzones, unit layout and type, transition of density, building setbacks, architecture, roadways, open space, landscaping, lighting, and other applicable standards. Following an extensive review process, the original CP was approved on July 1, 2014.

**Staff recommends that the City Council conduct a public hearing on the proposed Amendments, take public comment, review and discuss the proposal, and choose from the options in Section H of this report.** Options include approval of some or all of the amendments with or without modifications, denial of some or all of the amendments, or continuing the applications to another date with specific direction to the applicant on information or changes needed to make a decision.

**B. BACKGROUND**

The City Center District Area Plan (DAP) was approved in 2010 following annexation of just under 3000 acres into the City. As part of the annexation agreement and DAP, the 2883 acres is approved and vested for 16,000 residential units and 10,000,000 square feet of non-residential density:

**Land Use Table**

Type of Land Use	Quantity
Residential Housing	16,000 Units
Non-residential Area	10 million sq. ft.
Equivalent Residential Units	20,620 Units

*(Note: the complete DAP can be found by visiting [www.saratogaspringscity.com/planning](http://www.saratogaspringscity.com/planning) and clicking on “Master Plans” and then “City Center District Area Plan.”)*

1000 Equivalent Residential Units (ERUs) of residential density and 55 ERUs of non-residential density were approved and allocated to the Legacy Farms CP, which was approved in July, 2014.

The northernmost portion of the Legacy Farms project is currently in a designated FEMA floodplain. As part of the development the applicants have installed improvements to contain the Tickville Wash, and have submitted an application to FEMA to have the floodplain maps revised. Plats have been recorded in both Village Plan 1 and Village Plan 2, outside of the currently designated floodplain. Once FEMA modifies the floodplain maps, the remainder of Legacy Farms will no longer be in the floodplain.

Previously, the applicants have received preliminary and final plat approvals for plats in the floodplain, with conditions that no plats be recorded in the floodplain prior to the map revision.

**Floodplain**

The floodplain is identified as a Special Flood Hazard Area (SFHA). This area is subject to the management regulations of the national Flood Insurance Program (NFIP) and Chapter 18.02 of the City code. The applicants have submitted a Letter of Map Revision (LOMR) application to FEMA for revision to the floodplain maps, based upon infrastructure designed to channel floodwaters and protect the development area. Until this area is removed by FEMA from the NFIP maps through the LOMR process, the applicants must comply will all provisions of the NFIP program and Chapter 18.02 of the City Code.

The NFIP requires any development within the SFHA have a comprehensive engineering analysis completed. This analysis must be supported by technical data and signed by a registered professional engineer and include a determination of the Base Flood Elevation (BFE) and the impact to the floodplain that the proposed improvements would have. Any structures within the SFHA are typically required to have the lowest finished floor a minimum of 1-ft above the BFE.

### **C. SPECIFIC REQUESTS**

The applicants are requesting approval of amendments to the approved CP to accomplish the following:

1. Allow the recordation of plats and issuance of building permits within the FEMA Floodplain prior to the map revision, and without the required SFHA building improvements.
2. Modify signage requirements to allow signage on the entry features (e.g. water tower and similar features), to allow larger temporary signage at these entry feature locations, and allow additional flag signage at the clubhouse and sales trailer locations.

#### **Floodplain amendment**

The applicants are requesting a modification to the Community Plan to allow recordation of the plats currently in the floodplain, without the additional building requirements. The amendments state that plat may be recorded at the risk of the developer, and may only occur in a floodplain that is pending LOMR approval for removal of the floodplain designation. The amendment also includes a provision that, while building permits may be issued, no certificate of occupancy will be issued by the City until the map revision is finalized. This means that if the map revision does not occur, the applicant will have to retrofit structures at potentially great cost to comply with the NFIP standards in order to obtain certificates of occupancy. This puts the risk on the developer, and with no certificates of occupancy issued prior to floodplain map amendment, there will be limited risk to the City.

#### **Signage amendment**

The applicants are requesting an amendment to allow up to 50 square feet of signage on up to four (4) entry features in the entire CP. This signage is limited to 25 square feet of signage per face, and a mounting height of 30 feet to the top of the sign. The applicants are also requesting revisions to allow 100 sq.ft. of temporary signage at each of these four locations, up to 9 months at a time, and to allow up to six flags of up to 30 sq.ft. at both sales trailers and the clubhouse, also for 9 month periods. The applicants would also like to allow window signs.

#### **Planning Commission Recommendations**

The Planning Commission held a public hearing on August 25, 2016, and voted 4:2 to forward a positive recommendation on the floodplain amendment, and voted 5:1 to forward a negative recommendation on the signage amendments. Draft minutes from their meeting are attached.

**D. COMMUNITY REVIEW**

This item was noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public input has been received on the request.

**E. GENERAL PLAN**

The General Plan Land Use map identifies this area as Planned Community, which states:

- k. **Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The 2883 acre DAP was approved in 2010 in compliance with the General Plan and the intent of the Planned Community designation. Multi-family development was also approved as part of the DAP, and was therefore vested prior to Proposition 6, which limited some types of future multi-family housing.

The Community Plan was approved in 2014 and found to be in compliance with the DAP and General Plan; the CP includes trail connections and parks in compliance with the related master plans. The proposal does not impact the original approvals in terms of density allocation, type of development, or intensity of use, so the application is still consistent with the General Plan.

**F. CODE CRITERIA**

The property is zoned PC, and is subject to the standards and requirements in Section 19.26 of the Code, and its several sub-sections.

**19.26.04 – Uses Permitted within a Planned Community District**

- The CP includes multi-family and single family homes, school and church sites, parks, trails, and signage. All of these uses are permitted in the PC zone.

**Section 19.26.06 – Guiding Standards of Community Plans**

The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.

*Staff finding: complies. Previously approved and no changes proposed.*

2. Equivalent Residential Unit Transfers.

**Staff finding: complies.** *Previously approved and no changes proposed.*

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

**Staff finding: Complies.** *Form-based Code previously approved. The proposed amendments modify the guiding standards regarding floodplain development, and signage regulations.*

4. Open Space Requirements.

**Staff finding: complies.** *Previously approved and no changes proposed.*

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

- a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.
- b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

**Staff finding: Previously approved and no changes proposed.**

#### **19.26.05 – Adoption and Amendment of Community Plans**

The criteria for adoption of a Community Plan are below:

- a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;

**Staff finding: complies.** *See Section E of this report for general compliance.*

- b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;

**Staff finding: complies.** *Previously approved and found compliant.*

- c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;

**Staff finding:**

**Floodplain, complies.** *The proposed modifications to the floodplain standards will allow the developer to move forward with development pending final FEMA approval, which is a unique condition in and of itself. innovative design and also ensure a high quality development by prohibiting excessive repetition, allowing climate appropriate landscaping, and permitted appropriate trail and road materials.*

**Signage, up for discussion.** The proposed modifications to the signage exceed the allowable signage for similar developments in the city; as part of the PC zone, however, the developer is permitted to request such deviations. A comparison is below:

	<b>City Standard</b>	<b>Requested Standard</b>
Flags, nonresidential	3 poles, 35' height, 47 sq.ft.	6 poles, 20' height, 30 sq.ft.
Flags, residential	1 pole, 35' height, 47 sq.ft.	6 poles, 20' height, 30 sq.ft.
Entry Feature (aka special use)	20' structure height, 10' signage height, 45 sq.ft. signage, 1 per entrance	30' structure height, 30' signage height, 50 sq.ft. signage (2 x 25'), 4 per Community Plan
Concierge Signage (aka temporary at designated locations w/ special use signs)	96 sq.ft. overall during active development	100 sq.ft. per entry feature location, anytime, including trailer wraps
Window Signage	20% of any window or door	100% of ground level windows along designated frontage

- d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;

**Staff finding: complies.** Previously approved and no changes proposed.

- e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;

**Staff finding: complies.** The application is requesting approval of construction in a designated floodplain without meeting building code requirements for a floodplain. Ordinarily this would be cause for serious concern, however the applicants have agreed to take all risk by building the homes but not obtaining certificates of occupancy until the floodplain is removed. If the floodplain is not removed, the City will not issue certificates of occupancy, and the applicants will have to retrofit or remove construction to comply with floodplain standards, at their cost.

- f. is consistent with the guiding standards listed in Section 19.26.06; and

**Staff finding: complies.** Previously approved and no changes proposed.

- g. contains the required elements as dictated in Section 19.26.07.

**Staff finding: complies.** Previously approved and no changes proposed.

**G. Recommendation and Alternatives:**

Staff recommends that the City Council conduct a public hearing, take public comment, review and discuss the proposed amendments, and choose from the options below. Note that the

floodplain amendment and the signage amendment can be handled either together in one motion or separately.

**Option 1 – Approval(s)**

“I move to **approve** the proposed amendments to the Legacy Farms Community Plan regarding [floodplain / signage] with the Findings and Conditions in the Staff Report:”

**Findings**

1. The application is consistent with the guiding standards in the City Center District Area Plan.
2. The application complies with the criteria in section 19.26 of the Development Code, as articulated in Section E of the Staff report, which section is incorporated by reference herein.
3. The application is consistent with the General Plan, as articulated in Section F of this report, which section is incorporated by reference herein.

**Conditions:**

1. All conditions of the original CP approval shall be met.
2. The amendments are approved as attached to the Staff report as Exhibits 4 and 5.
3. All requirements of the City Engineer shall be met.
4. All other Code requirements shall be met.
5. Units, structures, lots, or homes may not be placed under contract, sold, or occupied until the LOMR has been approved, the 90-day appeal period has expired, and the FIRM amendment is final.
6. The applicants shall submit revised final plats to the Planning Director for review under the updated CP requirements, and the Planning Director shall be permitted to strike the original Council condition that no plats be recorded until the FIRM map is revised.
7. The CP shall be edited as directed by the Council:\_\_\_\_\_.
8. Any other conditions as articulated by the Council:\_\_\_\_\_.

**Option 2 - Continuance**

The Council may also choose to continue the item. “I move to **continue** the Community Plan amendments to another meeting on [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

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

**Option 3 – Denial(s)**

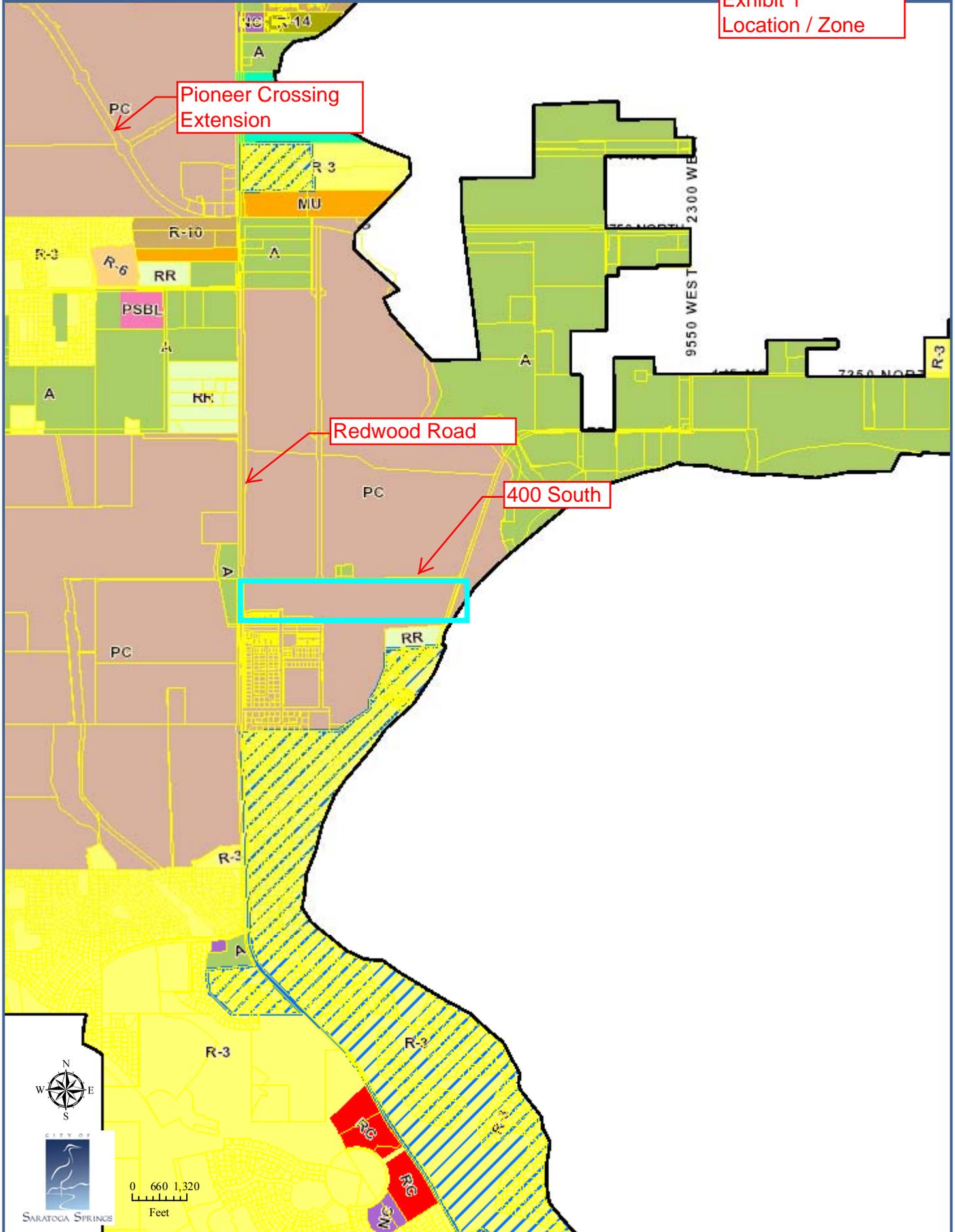
The Council may also choose to deny one or both of the amendments. “I move to **deny** the Legacy Farms Community Plan amendments regarding [floodplain / signage] with the Findings below:

1. The amendments are not consistent with the General Plan, as articulated by the Council: \_\_\_\_\_, and/or,

2. The amendments are not consistent with the City Center District Area Plan, as articulated by the Council: \_\_\_\_\_, and/or,
3. The amendments are not consistent with Section 19.26.05 of the Code, particularly:
  - a. *The proposed signage standards do not guide the creation of innovative design, and*
  - b. *The proposed signage standards are not necessary to respond to unique conditions*
  - c. *or as articulated by the Council:* \_\_\_\_\_.

**H. Exhibits:**

- |  |               |
|--|---------------|
| 1. Location & Zone Map                         | (page 9)      |
| 2. City Engineer Recommendation                | (page 10)     |
| 3. Approved Community Plan Layout              | (page 11)     |
| 4. Proposed Amended Signage                    | (page 12)     |
| 5. Proposed Amended Floodplain Development     | (pages 13-14) |
| 6. Draft Planning Commission Minutes 8/25/2016 | (pages 15-18) |





Gordon Miner, P.E.  
City Engineer

## Planning Commission Memorandum

**Author:** Gordon Miner  
**Memo Date:** August 18, 2016  
**Meeting Date:** August 25, 2016  
**Re:** Community Plan Amendment – Legacy Farms

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### Request and Background

The applicant, D.R. Horton, has submitted an application for a Community Plan Amendment for the Legacy Farms Development located on the SE corner of the Redwood Rd/400 South intersection and continuing easterly to Saratoga Dr.

### Recommendation

Staff recommends the approval of the community plan amendment subject to the following condition:

### Condition:

- A. Developer shall include the LOMR within the community plan amendment.

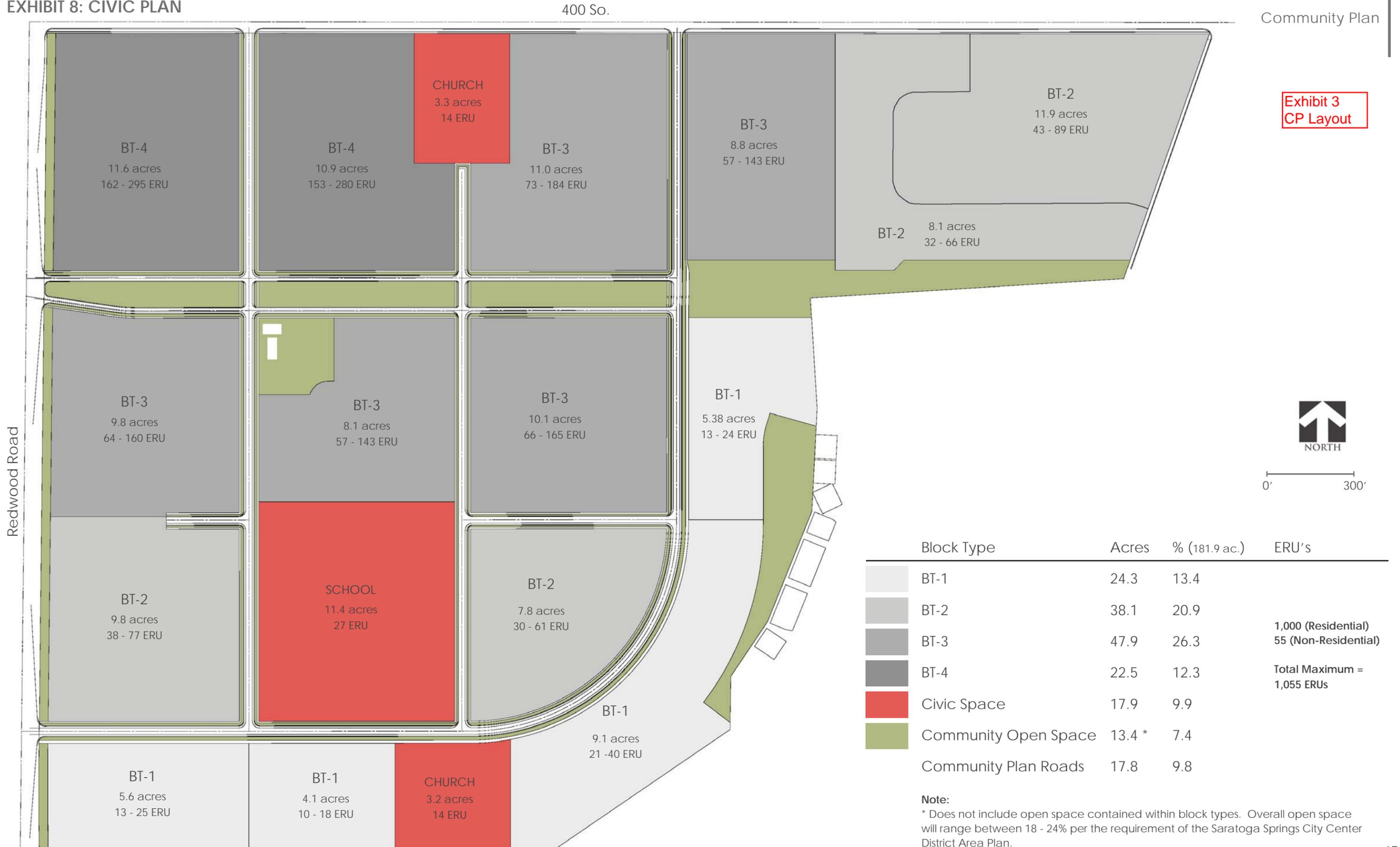
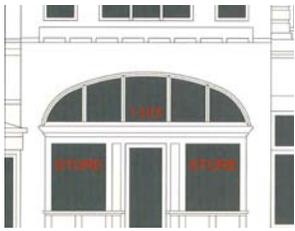
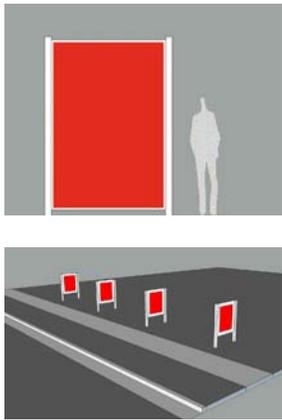
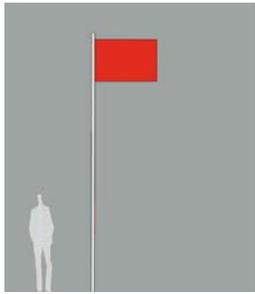


Exhibit 3  
CP Layout



0' 300'

**TABLE 20C - SIGNAGE STANDARDS**

		T2	T3-R T3	T4-R T4-SL T4	T5-R	Specifications																		
<p><b>WINDOW SIGN</b></p> 		▪	▪	▪	▪	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Quantity</td><td>1 per ground level window along defined frontage per Community Plan *</td></tr> <tr><td>Area</td><td>100% of glass max</td></tr> <tr><td>Width</td><td>varies</td></tr> <tr><td>Height</td><td>varies</td></tr> <tr><td>Depth / Projection</td><td>N/A</td></tr> <tr><td>Clearance</td><td>N/A</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>18 in max</td></tr> </table>	Quantity	1 per ground level window along defined frontage per Community Plan *	Area	100% of glass max	Width	varies	Height	varies	Depth / Projection	N/A	Clearance	N/A	Apex	N/A	Letter Height	18 in max		
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Height	varies																							
Depth / Projection	N/A																							
Clearance	N/A																							
Apex	N/A																							
Letter Height	18 in max																							
<p><b>SPECIAL USE</b></p> 		▪	▪	▪	▪	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Quantity</td><td>Up to 4 per Community Plan</td></tr> <tr><td>Area</td><td>25 sq ft max ea. face</td></tr> <tr><td>Width</td><td>10 ft max</td></tr> <tr><td>Height</td><td>10 ft max</td></tr> <tr><td>Depth / Projection</td><td>N/A</td></tr> <tr><td>Clearance</td><td>N/A</td></tr> <tr><td>Apex</td><td>30 ft to top of structure</td></tr> <tr><td>Letter Height</td><td>36 in max</td></tr> </table>	Quantity	Up to 4 per Community Plan	Area	25 sq ft max ea. face	Width	10 ft max	Height	10 ft max	Depth / Projection	N/A	Clearance	N/A	Apex	30 ft to top of structure	Letter Height	36 in max		
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<p><b>TEMPORARY FLAG OR BANNER</b></p> 		▪	▪	▪	▪	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Quantity</td><td>6 per lot *</td></tr> <tr><td>Area</td><td>30 sq ft max per pole</td></tr> <tr><td>Width</td><td>5 ft max</td></tr> <tr><td>Height</td><td>8 ft max</td></tr> <tr><td>Depth / Projection</td><td>N/A</td></tr> <tr><td>Clearance</td><td>N/A</td></tr> <tr><td>Apex</td><td>20 ft max</td></tr> <tr><td>Letter Height</td><td>N/A</td></tr> <tr><td>Details</td><td>Temporary signage is permitted upon application for a 9-month period. Sign permits may be extended for an additional 6-month period with Planning Director approval.</td></tr> </table>	Quantity	6 per lot *	Area	30 sq ft max per pole	Width	5 ft max	Height	8 ft max	Depth / Projection	N/A	Clearance	N/A	Apex	20 ft max	Letter Height	N/A	Details	Temporary signage is permitted upon application for a 9-month period. Sign permits may be extended for an additional 6-month period with Planning Director approval.
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102 \*Applies to clubhouse, sales center, and model homes

Requested Revision to Community Plan  
July 28, 2016

Page 110 & 111

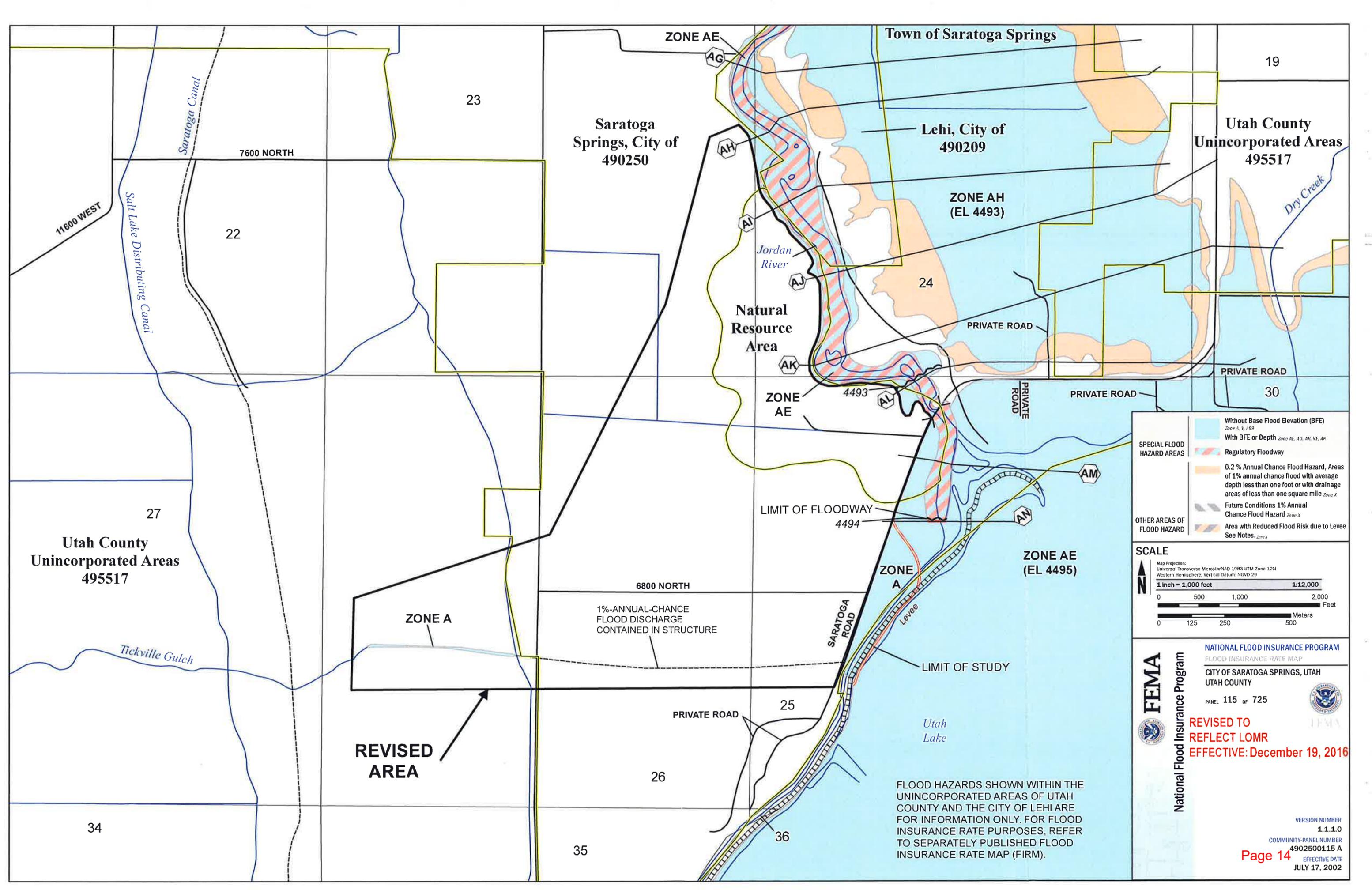
The developer shall be allowed to build and record in a Flood Plain so long as measures to mitigate the Flood Plain through FEMA and the City Engineer have been completed through a formal LOMR. The City Engineer's signature on the LOMR shall constitute the City's acceptance of the improvements completed to mitigate the existing conditions of the Flood Plain. Construction and plat recording shall be allowed upon receipt of the LOMR from FEMA. A Flood Plain map that has been revised to reflect Zone X or higher shall be allowed to proceed with all construction. The City will not be obligated to issue any Certificate of Occupancy until such time as the FIRM revision has been completed.

Current City Code

**No Building in Flood Plain.** No building, structure, fence, or other obstruction may be constructed within any portion of Zone A as defined on the FEMA Flood Insurance Map.

"Buildable":

- a. means:
  - i. that portion of a building lot not included within any required yard or open space upon which a main building may be located;
  - ii. an area that must be defined on subdivision plats in areas of thirty percent slope or less;  
and
- b. does not include any area of an "A Zone" (100-year flood area) as defined in FEMA's Flood Insurance Rate Map of the City of Saratoga Springs.



Saratoga Springs, City of  
490250

Town of Saratoga Springs

Lehi, City of  
490209

Utah County  
Unincorporated Areas  
495517

Utah County  
Unincorporated Areas  
495517

REVISED  
AREA

35

26

36

34

19

24

30

27

22

23

7600 NORTH

6800 NORTH

11600 WEST

1%-ANNUAL-CHANCE  
FLOOD DISCHARGE  
CONTAINED IN STRUCTURE

ZONE A

ZONE AE  
(EL 4495)

LIMIT OF STUDY

LIMIT OF FLOODWAY  
4494

ZONE AE

Natural  
Resource  
Area

Jordan  
River

PRIVATE ROAD

PRIVATE ROAD

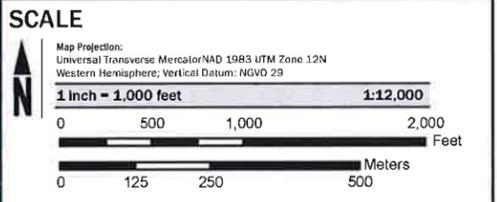
PRIVATE ROAD

SARATOGA ROAD

Levee

Utah  
Lake

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE)  
*Zone A, V, A99*
  - With BFE or Depth *Zone AE, AO, AH, VE, AR*
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
  - Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- OTHER AREAS OF FLOOD HAZARD**
- Area with Reduced Flood Risk due to Levee  
See Notes - *Zone 3*



**FEMA**  
National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP  
CITY OF SARATOGA SPRINGS, UTAH  
UTAH COUNTY  
PANEL 115 OF 725

REVISED TO  
REFLECT LOMR  
EFFECTIVE: December 19, 2016

FLOOD HAZARDS SHOWN WITHIN THE UNINCORPORATED AREAS OF UTAH COUNTY AND THE CITY OF LEHI ARE FOR INFORMATION ONLY. FOR FLOOD INSURANCE RATE PURPOSES, REFER TO SEPARATELY PUBLISHED FLOOD INSURANCE RATE MAP (FIRM).

**City of Saratoga Springs  
Planning Commission Meeting  
August 25, 2016**

Regular Session held at the City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

**Minutes**

**Present:**

Commission Members: Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; City Planner Kara Knighton; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder

Others: Krisel Travis, Greg Haws

**Excused:** Commissioner Wilkins

**Call to Order - 6:30 p.m.** by Vice Chairman David Funk

1. **Pledge of Allegiance** - led by Commissioner Steele

2. **Roll Call** – A quorum was present

3. **Public Input**

**Public Input Open** by Vice Chairman David Funk

No public input was given.

**Public Input Closed** by Vice Chairman David Funk

4. **Public Hearing: Community Plan Amendment for Legacy Farms, generally located at 400 S. Redwood Road. D.R. Horton Applicant.**

Planning Director Gabryszak presented the plans. The applicants are requesting a modification to the Community Plan to allow recordation of the plats currently in the floodplain, without the additional building requirements. No certificate of occupancy will be issued by the City until the map revision is finalized. The applicants have received a letter of LOMR, but need to wait 90 more days. The applicants are also requesting an amendment for signage allowance, up to 50 sq. ft. on up to 4 entry features and to allow 100 sq. ft. of temporary signage at each of those 4 locations for up to 9 months. Also to allow up to 6 entry flags and window signs. There is corrected language in the agreement.

Krisel Travis noted they were asking that they be allowed to sell and put under contract (striking condition #5) but not occupy. They will have a recoded plat and will be willing to disclose it's in a flood plain.

**Public Hearing Open** by Vice Chairman David Funk

No Comments were made.

**Public Hearing Closed** by Vice Chairman David Funk

City Attorney Thurman mentioned that he had recommended condition #5 because the LOMR is not truly in effect yet. Any interested party may request that they reconsider the determination. They need to be 1 foot above the flood plain to build. Under Utah law a plat is not able to be recorded unless there are improvements installed or bonded to be installed. That is to protect the lot owners. There have been plaintiffs that have sued cities who allowed plats to be recorded without the improvements and we are looking to protect against that. He is not sure any company would issue a bond guaranteeing it would be finished where it's in a flood plain. He is recommending that condition not be removed; it would expose us to liability.

City Manager Christensen remarked that this will ultimately not be an issue. We've tried to work with the developer so they can begin infrastructure assuming all liability. If the map revision does not occur then the infrastructure does not meet the standard. If they construct their properties they are assuming 100% of the risk and liability. He agrees with what the attorney says but our concern is to keep the liability purely on them. The question is if they can sell thus transferring some of that liability. It's the sale that triggers the liability. We want them to move forward if they are willing to assume all of the risk. He commented that they have changed other sections of code via the Community Plan process. The homes they are starting wouldn't be done and ready to sell till late January, it would only be about a 20 day period that it may still remain in the flood plain.

Planning Director Gabryszak commented that since it is a community plan they do have the ability to propose their own code. When we originally met with them we were not supportive, however; with the copy of the LOMR from FEMA and the prohibition on selling lots, staff feels that it protects the city adequately. They are not bound strictly by the municipal code. She noted community plan guiding standards that allow them to create their standards.

Krisel Travis mentioned that there has already been another 90 day protest period where any affected entities have been notified and there was no protest. The chance that this would have anything now is very very small. As far as the flood plain, Tickville is functioning very well. They are willing to not occupy the building and that if someone did protest they would be stuck with millions of dollars of corrections. They are willing to give full disclosure and would like to keep the momentum going.

Commissioner Steele commented that this is asking them to ignore the municipal code that it falls under. We don't have any control over that, we are also being asked to not adhere to federal law and building code or 18.02 of our code. The map has to be changed or they need to build 1ft above. Our main job is to make sure an application meets code. She does not believe it meets code in any way, but it is City Council's discretion. She said on the flood plain it does not meet our code and she would not recommend it for approval. The liability may not be all that small.

Commissioner Steele would prefer they adhere to our city code on signs. She feels they are above code for the height of the water tower feature and they should not be allowed to put their sign above the tower. Krisel Travis shared that they see it more of a branding structure, nothing to read, more of an icon and not an advertisement. Commissioner Steele noted that we have required all other developments to keep their signage below 10 feet; they could have taller structures but the signs had to stay below. It bothers her that they want up to 4 of those. In the future they need to be kept at 20 feet she doesn't want any more 30 ft. water towers. She noted that trailer wrap looks terrible. We have enough visual clutter out there without the wrap. She asked about the concierge signs they are asking for above what is already there. Krisel Travis replied they were for temporary signs like a community event. Commissioner Steele would rather see a mechanical changeable sign than to put this in the entrances. She is concerned with the temporary flags and banners; we allow 1 banner per residential lot. People are living here while you are selling, out of consideration to them if you have model homes; six per lot is way too many. Krisel Travis noted the 6 is meant for the main sales center. Commissioner Steele thinks one per lot is sufficient. Krisel Travis asked if they could have 6 at their sales trailer and one for models and noted their flags are smaller.

Commissioner Williamson asked if we were to accept this with the stipulations that they can't sell, occupy or put under contract until the map is revised then would that eliminate all chance of liability. City Attorney Thurman replied that it would eliminate most of it. Commissioner Williamson is ok with passing this the way it was written. Commissioner Williamson said he is ok with the water tower sign. He has concern with the concierge signs that could become permanent. He would be ok with 6 flags at the main sales office and 1 everywhere else, which would revert to one sign when it gets sold. He is less concerned about the window coverings. Krisel Travis said once it isn't a sales office it would go away.

Commissioner Kilgore asked who had inspected for the flood plain. Krisel Travis responded that a third party does the inspection and sends the report data to FEMA. Commissioner Kilgore asked if the applicant

felt our city standard was inadequate, why they felt they needed to change it. Krisel Travis responded they are not used to these kinds of regulations in other cities they work with; it's not typical for them.

Commissioner Cunningham felt he was able to find the sales trailer and clubhouse with the signage that was there and felt it was adequate and seemed like a lot, and he thinks we don't need to change that. On the tower sign he was ok with a logo but would prefer it further down.

Commissioner MacKay would be opposed to the increased signage. He wondered what if the project got delayed and doesn't come through and they don't build, would the neighbors have any recourse to the City? City Attorney Thurman replied that they would have to remove the infrastructure if it got repealed. Commissioner MacKay doesn't want to have this discussion again with flags and signs for another builder. He is hesitant to give a lot of leniency knowing that the next builder may ask for that or more. Right now no one is having an issue finding the builder or them selling lots. If the market goes down he may change his mind on that as it may be more necessary to help sell projects.

Commissioner Funk commented on signage that he thinks we need a level playing field equal for everyone and thinks we should go with code. He doesn't think they should allow the building on the flood plain.

**Motion made by Commissioner Williamson that based on the discussion today he moves to forward a positive recommendation to the City Council for the proposed amendments to the Legacy Farms Community Plan regarding the flood plain changes with the modified language included in the presentation. Seconded by Commissioner MacKay**

Discussion on the motion:

Planning Director Gabryszak asked them to include the findings and conditions in the staff report.

City Attorney Thurman wanted them to be clear what modified language they passing. Commissioner Williamson responded his intent was the language of the floodplain amendment that was present on the power point presentation.

Planning Director Gabryszak noted it was the language that was presented regarding the certificates of occupancy.

**Commissioner Williamson amended the motion to include the findings and conditions in the staff report and the modified language that was presented regarding the certificates of occupancy. Second was in agreement.**

**Aye: Brandon MacKay, Hayden Williamson, Troy Cunningham, Ken Kilgore.**

**Nay: Sandra Steele, David Funk.**

**Motion passed 4-2.**

Motion made by Commissioner Williamson that based upon the discussion today he moves to continue the discussion regarding signage to give staff and the applicant a chance to implement some of the discussion from today's meeting to our next meeting.

Motion failed due to no second.

**Motion made by Commissioner Steele that the Planning Commission forward a negative recommendation to the City Council for the legacy Farms community plan amendments concerning signs. The amendments are not consistent with section 19.26 of the code as articulated by the Commission and that the previous signs that were in effect remain in effect and that the amendments do not comply with what had been approved before. Seconded by Commissioner Cunningham.**

**Aye: Brandon MacKay, Troy Cunningham, Ken Kilgore, Sandra Steele, David Funk.**

**Nay: Commissioner Williamson.**

**Motion passed 5-1.**

**5. Public Hearing: Preliminary Plats for Legacy Farms Village Plans 3A-E, generally located at 137 E. Legacy Parkway. D.R. Horton Applicant.**

City Planner Kara Knighton presented the plats. The application contains preliminary plats for a total of 196 units and ~14 nonresidential ERUs. The 196 single-family and multi-family units are below the potential maximum of 304 Residential units approved in VP3. She noted the arrangement of the north area is different but the unit numbers remain the same. Additional suggested conditions are 1. No units shall be sold until the FIRM map revision is finalized. 2. Alternate addresses shall be placed on corner lots prior to Final Plat approval.

Commissioner Steele commented that there are horizontal improvements in the flood plain. But that hasn't been voted on by them yet. Where does that put us in infrastructure, there is a good bit in the flood plain. City Attorney Thurman thought it was fine because we are placing conditions on it. By the time it comes imperative they meet the condition at that point they will meet it, staff will verify it. You could say conditioned on the Community Plan Amendments. Planning Director Gabryszak noted that there is already a recommended condition that they not sell lots. This is for the preliminary plats. The final plats still have to go through staff approval project. You have already approved plats in previous Village Plan's under the knowledge that they couldn't build anything until it was taken out of the flood plains. Commissioner Williamson commented that we then may not need that condition as it was in the Community Plan. City Attorney Thurman said that would be fine, the Community Plan governs development.

Commissioner Funk asked about the lots that would be kept at 8000 sq. ft. Planning Director Gabryszak responded that those lots would remain at 8000 sq. ft. but they are being identified as 6000 because of different width standards. They now comply with the 8000 sq. ft. standard. Commissioner Funk commented that his other concern is that the lot lines in a few spots don't go to the corners, it seems to be preferred by owners.

**Motion made by Commissioner Williamson based on the discussions today he moves to forward a positive recommendation to the City Council for the Legacy Farms Plats [3A, 3B, 3C, 3D, and 3E] with the Findings and Conditions in the Staff Report. With the addition of the alternate address condition in the power point. (Alternate addresses shall be placed on corner lots prior to Final Plat approval.) Seconded by Commissioner Kilgore.**

**Aye: Brandon MacKay, David Funk, Hayden Williamson, Troy Cunningham, Ken Kilgore.**

**Nay: Sandra Steele.**

**Motion passed 5-1.**

Commissioner Steele noted she voted nay to be consistent with her vote on the previous item concerning flood plains.

Commissioner Funk is voting yes because the other motion passed.

A short break was taken at this time.

**6. Work Session: Accessory Dwelling Units Code Amendments.**

Planning Director Gabryszak presented the proposed changes. On July 28, 2016, the Planning Commission discussed Accessory Dwellings and provided feedback on the potential code. The Planning Commission discussed the need to further regulate the maximum size of dwelling units, as 1/3 of the primary structure could lead to a large accessory dwelling, and adding Education Leave to the list of qualified reasons of a temporary absence. There was some interest in limiting the number you could have in a neighborhood or block, is it sort of picking winners and losers. You don't see that many typically anyway. She is currently working on the Affordable Housing Update. A law student that looked at prop 6 and its impact on affordable housing noted that it could go one way or another depending on case law. If we are allowing other types of affordable housing like ADUs it could be ok. They will be having a work session with



## City Council Staff Report

### Legacy Farms Village Plan 3 Plats 3A, 3B, 3C, 3D, and 3E

#### Preliminary Plats

Tuesday, September 6, 2016

#### Public Meeting

Report Date:	Tuesday, August 30, 2016
Applicant:	D.R. Horton
Owner:	D.R. Horton, Inc
Location:	~137 E. Legacy Parkway
Major Street Access:	Redwood Road and 400 South
Parcel Number(s) & Size:	Part of 66:058:0014; 39.79 acres
Parcel Zoning:	Planned Community (PC)
Adjacent Zoning:	PC and Low Density Residential (R-3)
Current Use of Parcel:	Agriculture
Adjacent Uses:	Agriculture, Residential
Previous Meetings:	Public Hearing (PC 8/25/2016)
Previous Approvals:	Annexation Agreement (2010) Rezone to PC zone (2010) City Center District Area Plan (2010) Community Plan and Village Plan 1 (PC 6/12/2014 and CC 7/1/2014) Village Plans 2, 3, 4, and 5 (PC 12/11/2401 and CC 1/6/2015) MDA (CC 1/6/2015) Village Plan 1 Plats 1A-1F (PC 3/12/2015 and CC 3/31/2015) Village Plan 2 Plats 2A-2B (PC 11/12/2015 and CC 12/1/2015) Village Plan 2 Plats 2C-2E (PC 11/12/2015 and CC 1/5/2016)
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Author:	Kara Knighton, Planner I

#### A. Executive Summary:

The applicants are requesting approval of preliminary plats for the third set of five subdivision phases of the Legacy Farms project. These five plats cover Village Plan 3, and contain a total of

196 single family and multi-family units along with ~14 Equivalent Residential Units (ERUs) applied to a church site.

**Recommendation:**

**Staff recommends that the City Council conduct a public meeting, review and discuss the proposed preliminary plats, and choose from the options in Section “H” of this report.** Options include approval with conditions on all or some of the plats, continuance of all or some of the plats, or denial on all or some of the plats.

**B. Background:**

The City Center District Area Plan (DAP) was approved in 2010 following annexation of just under 3000 acres into the City. As part of the annexation agreement and DAP, the 2883 acres is approved and vested for 16,000 residential units and 10,000,000 square feet of non-residential density:

**Land Use Table**

Type of Land Use	Quantity
Residential Housing	16,000 Units
Non-residential Area	10 million sq. ft.
Equivalent Residential Units	20,620 Units

(Note: the complete DAP can be found by visiting [www.saratogaspringscity.com/planning](http://www.saratogaspringscity.com/planning) then clicking on “Master Plans” and then “City Center District Area Plan.”)

1000 Equivalent Residential Units (ERU’s) of residential density and 55 ERUs of non-residential density were approved and allocated to the Legacy Farms CP, broken down into five Village Plans.

VP 1 Approved	48.94 acres	Max 341 ERUs	All Residential
VP 2	42.58 acres	Max 281 ERUs	239 Residential, ~41 Non-Residential (school, church)
VP 3	40.03 acres	Max 318 ERUs	304 Residential, ~14 Non-Residential (church)
VP 4	28.11 acres	Max 173 ERUs	All Residential
VP 5	22.27 acres	Max 131 ERUs	All Residential (age-restricted community)
Total:	181.93	1244*	1189 Residential*, ~55 Non-Residential

Of the 1055 ERUs, a maximum of 304 residential units and ~14 non-residential units were approved within VP3; the next step in development of any units is approval of a subdivision plat or plats.

**Planning Commission Hearing and Recommendation**

The Planning Commission held a public hearing on August 25, 2016, and voted to forward a positive recommendation with conditions.

The Planning Commission added the following condition that:

- Alternate addresses be placed on corner lots prior to Final Plat approval.

Following the Planning Commission public hearing the applicant resubmitted Plats 3A-3E to comply with the condition and added alternate addresses to the corner lots.

Draft minutes from the meeting are attached, and the recommended conditions of approval for the Council reflect the PC recommendation.

## C. Review:

### Place Type

The CP designates the entire ~182 acre Legacy Farms development as Traditional Neighborhood, which is described in the DAP as follows:

#### TRADITIONAL NEIGHBORHOOD

Range of Average Dwelling Units/Acre	5-32 du/ac
Range of Average FAR	0.47-1.04
Range of Open Space	18 - 24%

#### Open Space Types:

- Plaza
- Entrance park
- Pocket park
- Neighborhood park
- Community park
- Regional park
- School park
- Sports complex
- Special use
- Community garden
- Parkway (Boulevard)
- Greenway

*The “ingredients” that make up a Traditional Neighborhood:*

Traditional neighborhoods in this district are medium-density residential areas typically comprised of many small lot single-family dwellings, some townhomes and small scale apartments. Houses in these neighborhoods are close enough to the street to encourage interaction among neighbors and create a “front porch” culture. Houses are closer together and on smaller lots than in a master planned subdivision. There are small neighborhood serving parks and connections to trails. Street connectivity is relatively favorable, allowing for a walkable environment and transit options. On-street parking slows traffic and creates a buffer between traffic and pedestrians on the sidewalks.

### Density

The CP was approved with a maximum density of 1055 ERUs, with additional limits on a block-by-block basis. VP 3 assigned a maximum of 304 residential units and ~14 non-residential units to the plan, with additional limits on a more detailed block basis. The current application is for 196 residential units, within the maximum of 304 permitted in VP 3.

### Unit/ Products Types

VP 3 contains the following product types for platting:

- 10,000 sq. ft. lots (minimum required 9,000 sq. ft.)
- 8,000 sq. ft. lots (minimum required 7,200 sq. ft.)
- 6,000 sq. ft. lots (minimum required 5,100 sq. ft.)
- Cottage Lots
- Rear-Loaded Townhomes
- Shared Lane Townhomes
- Twin Home Lots
- Church lot

**D. Specific Request:**

The application contains preliminary plats for a total of 196 units and ~14 nonresidential ERUs. The 196 single-family and multi-family units are below the potential maximum of 304 Residential units approved in VP3. The 196 units are broken down into five plats, outlined below.

## Plat 3-A:

- 30 single-family lots
  - Product type:
    - 10,000 sq. ft. lots (minimum 9,000 sq. ft.) = 15
    - 8,000 sq. ft. lots (minimum 7,200 sq. ft.) = 15
- 1 Open Space Parcels

## Plat 3-B:

- 56 single-family lots
  - Product type:
    - 10,000 sq. ft. lots (minimum 9,000 sq. ft.) = 8
    - 8,000 sq. ft. lots (minimum 7,200 sq. ft.) = 20
    - 6,000 sq. ft. lots (minimum 5,100 sq. ft.) = 10
    - Cottage lots (minimum 3,400 sq. ft.) = 18
- 2 Open space parcels

## Plat 3-C:

- 42 single-family lots
  - Product type:
    - Cottage lots (minimum 3,400 sq. ft.) = 34
    - Twin Home lots (minimum 3,870 sq. ft.) = 8
- 1 Open Space parcel

## Plat 3-D:

- 50 single family lots and multi-family units
  - Product type:
    - Cottage lots (minimum 3,400 sq. ft.) = 8
    - Shared Lane Townhomes = 42
- 1 Open Space parcel

## Plat 3-E:

- 18 multi-family units
  - Product type:
    - Shared Lane Townhomes = 18
- 2 Open Space parcels
- 1 Church lot

E. **Community Review:** This item was noticed prior to the public hearing with the Planning Commission on August 25, 2016 in the Daily Herald; and mailed notice sent to all property owners within 300 feet. As of the date of this report no public comment has been received.

F. **General Plan:**

The General Plan Land Use map identifies this area as Planned Community, which states:

k. **Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The 2883 acre DAP was approved in 2010 in compliance with the General Plan and the intent of the Planned Community designation. Multi-family development was also approved as part of the DAP, and was therefore vested prior to Proposition 6, which limited some types of future multi-family housing.

The CP was approved in 2014 and VP3 was approved on January 6, 2015 and found to be in compliance with the DAP; the CP includes trail connections and parks in compliance with the related master plans. Both were found to be consistent with the General Plan.

G. **Code Criteria:**

The property is zoned PC, and is subject to the standards and requirements in Section 19.26 of the Code, and its several sub-section.

**19.26.04 – Uses Permitted within a Planned Community District**

- The application includes single family and multi-family homes, parks, a church lot, and trails. All of these uses are permitted in the PC zone and are subject to the more specific criteria in the CP and VP 3.

**CP and VP 3 Standards**

The CP outlines high-level standards for the development; while VP 3 calls out more specific standards, the plats are still subject to any specifics in the CP. Lot sizes, lot frontages, lot widths, and setback are identified in VP 3 on a product-type basis. The applicable pages from VP 3 for each product type contained in the proposed plats are attached.

- Thoroughfare types and widths: **Complies.** All thoroughfares are included in the CP or VP.
- Block types and density ranges: **Complies.** Each plat is below the maximum density permitted in each Block Type and Transect Zone.
- Intersection types: **Complies.** All intersections are included in the CP or VP.

- Community level pedestrian plans: **Complies**. Proposed pedestrian connections are included.
- Landscaping standards: **Can comply**.
  - Landscaping plans shall be resubmitted and shall comply with the CP and VP. Staff will verify compliance.
- Open space types: **Complies**. Each type of open space contained in the plats corresponds to a type in the CP and VP.
- Setbacks and product types: **Complies**. Setbacks have been measured for compliance with the appropriate T-zone.
- General architectural categories: **TBD** and will be verified at time of building permit(s) issuance.
- Plat contents: **Complies with conditions**.
  - Plat 3-A, the total number of building lots on the data table does not match the boundary description.

Staff has provided the applicant with corrections to meet the requirements of the CP, City Code, and VP 3, including but not limited to the list below:

- Update plat 3-A so that the data table and boundary description match.
- Provide photometric plans- will be included in resubmittal of complete construction plans. Staff will verify.
- All changes and additional information required by the City Engineer

### **Floodplain**

A portion of the proposed development is currently in a Special Flood Hazard Area (SFHA). This area is subject to the management regulations of the National Flood Insurance Program (NFIP) and Chapter 18.02 of the City code. The applicants have submitted a Letter of Map Revision (LOMR) application to FEMA for revision to the floodplain maps, based upon recently constructed infrastructure designed to channel floodwaters and protect the development area. Until this area is removed by FEMA from the NFIP maps through the LOMR process, the applicants must comply will all provisions of the NFIP program and Chapter 18.02 of the City Code.

The NFIP requires any development within the SFHA have a comprehensive engineering analysis completed. This analysis must be supported by technical data and signed by a registered professional engineer and include a determination of the Base Flood Elevation (BFE) and the impact to the floodplain that the proposed improvements would have. Any structures within the SFHA would be required to have the lowest finished floor a minimum of 1-ft above the BFE.

The applicants have applied for a CP amendment that would allow them to build horizontal improvements in the floodplain without meeting NFIP, SFHA, and Code compliance. This would be done at their own risk as the City will not issue Certificates of Occupancy without the floodplain being removed. If the floodplain is not removed the developer would be required to retrofit the improvements to meet NFIP, SFHA, and Code compliance.

## H. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public meeting on the proposed plats, review and discuss the proposed plats, and choose from the options below for each plat. Separate motions will be needed if different actions are taken on individual plats.

### Option 1 – Approval with Conditions on some or all of the plats

“I move to approve the Legal Farms Plats [3A, 3B, 3C, 3D, and 3E] with the Findings and Conditions in the Staff Report.”

#### Findings

1. With required conditions, the applications are consistent with the guiding standards in the Legacy Farms Community Plan as outlined in Section “F” of this report, which section is hereby incorporated by reference. Specifically, the density, unity types, block types, thoroughfares, and other standards are expressly as contained in the Community Plan.
2. With required conditions, the applications are consistent with the specific standards in the Legacy Farms Village Plan 3 as outlined in Section “G” of this report, which section is hereby incorporated by reference. Specifically, the layout, product types, open space, setbacks, and other standards are compliant with the Village Plan.

#### Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit “1”.
  2. The CP amendment to allow improvements in the floodplain shall be approved. Otherwise, no construction drawings for lots in the identified flood plain shall be approved, nor final plats recorded for such lots, until such time as the floodplain map is amended to remove the lots from the floodplain, or the construction drawings are amended to contain all required items for development in a floodplain.
  3. If the CP amendment is approved, horizontal improvements are made and the floodplain is not removed the developer shall retrofit all improvements to comply with Code, SFHA, and NFIP requirements.
  4. All requirements of the Fire Chief shall be met.
  5. Plat 3-A shall updated so that the data table and boundary description match.
  6. All buildings over 35’ in height must be fully sprinkled and meet all additional Fire and Building Department requirements.
  7. New landscaping plans shall be submitted and shall comply will the CP and VP. Staff will verify compliance.
  8. Provide photometric plans- will be included in resubmittal of complete construction plans. Staff will verify.
  9. All Code, CP, and VP requirements shall be met.
  10. Any other conditions or changes as articulated by the City Council:
-

**Option 2 - Continuance**

The City Council may also choose to continue the item. "I move to **continue** the Legacy Farms Plats [3A, 3B, 3C, 3D, and 3E] 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 on all or some of the plats**

The City Council may also choose to deny any or all of the Legacy Farms Plats. "I move to deny the Legacy Farms Plats [3A, 3B, 3C, 3D, and 3E] with the Findings below:

1. The plats are not compliant with the Legacy Farms Community Plan, as articulated by the City Council: \_\_\_\_\_
2. The plats are not compliant with the Legacy Farms Village Plan, as articulated by the City Council: \_\_\_\_\_
3. \_\_\_\_\_.

**I. Attachments:**

1. City Engineer's Report (pages 9-11)
2. Location & Zone Map (page 12-13)
3. Approved CP Layout (page 14)
4. Approved VP 3 Layout (page 15)
5. Conceptual Lotting Plan (page 16)
6. Plat 3-A (page 17-18)
7. Plat 3-B (page 19-20)
8. Plat 3-C (page 21-22)
9. Plat 3-D (page 23-24)
10. Plat 3-E (page 25)
11. T-zones (page 26-30)
12. Proposed Landscape Plan (page 31-33)
13. Product Type Pages from VP 3 (page 34-42)
14. PC draft minutes (8/25/2016) (page 43)
15. Complete CP: [www.saratogaspringscity.com/planning](http://www.saratogaspringscity.com/planning), then "Pending Applications" under "Recently Finalized"
16. Complete VP 3: [www.saratogaspringscity.com/planning](http://www.saratogaspringscity.com/planning), then "Pending Applications" under "Recently Finalized"

## City Council Staff Report

**Author:** Gordon Miner, City Engineer

**Subject:** Legacy Farms Village Plan 3 Plats 3A, 3B, 3C, 3D, and 3E

**Date:** August 29, 2016

**Type of Item:** Preliminary Plat Approval



### Description:

**A. Topic:** The Applicant has submitted a preliminary plat application. Staff has reviewed the submittal and provides the following recommendations.

### B. Background:

*Applicant:* D.R. Horton

*Request:* Preliminary Plat Approval

*Location:* SE corner intersection of Redwood and 400 South, to Saratoga Dr.

*Acreage:* 39.79 acres - 196 lots

**C. Recommendation:** Staff recommends the approval of preliminary plat subject to the following conditions:

### D. Conditions:

A. The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.

A. The Preliminary Plats and Final Plats and Construction Drawings shall be compliant with the approved Community Plan and Village Plan for this area as well as with the City's existing Master Plans including the Transportation Master Plan, the Parks, Trails, and Open Space Master Plan, as well as the City's utility master plans including the Culinary Water, Secondary Water, Sewer, and Storm Drain Master Plans.

B. Developer shall complete all recommendations of the submitted Traffic Impact Study prepared by Hales Engineering applicable to this phase of the project.

C. A portion of the proposed development is currently in a Special Flood Hazard Area (SFHA). This area is subject to the management regulations of the National Flood Insurance Program (NFIP) and Chapter 18.02 of the City Code. A LOMR to remove this area from the Flood Plain will be required through FEMA before any lots can be recorded in any area currently shown within the FEMA 100-yr flood plain including

Zone "A" which is identified as those areas having a 1% annual chance flood event with no defined base flood elevation.

- D. Final plats and plans shall include an Erosion Control Plan that complies with all City and UPDES storm water permit requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- E. All roads shall comply with the City's TMP be designed and constructed to City and AASHTO standards, and shall incorporate all geotechnical recommendations as per the applicable soils report. Road cross sections shall match either the ones in the City's adopted Engineering Standards and Specifications or the Community Plan/Village Plan and must also comply with International Fire Code requirements. Intersection spacing along 400 south and on all internal roads shall comply with the spacing standards identified in the City's adopted TMP or as otherwise specified in the community or village plan.
- F. Road names and coordinates shall comply with current City ordinances and standards.
- G. Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.
- H. Developer shall provide plans for and complete all improvements within pedestrian corridors.
- I. No parking stalls are permitted in the public ROW. On-street parking parallel to the roadway/curb may be permitted where not specifically prohibited, but any parking area constructed adjacent to the public ROW may only install a drive approach within the public ROW with all portions of the parking area and stalls completely outside of the ROW.
- J. Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.
- K. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.
- L. Project trails and open space designs shall comply with the Community Plan or the City's adopted Parks, Recreation, Trails, and Open Space Master Plan if not specifically addressed in Community Plan.
- M. Park strips less than 9' in width shall only be planted with trees appropriate for

narrow areas and that will not damage the sidewalk as they grow. Trees shall be located in areas that do not conflict with driveways or other points of access.

- N. Open Space areas that will be maintained by the City must be designed in accordance with City Standards and the City's Engineering Standards and Specifications.
- O. Developer shall prepare and submit signed easements for all public facilities not located in the public right-of-way. Sewer and storm drains shall be provided with a minimum of 20' wide easements and water and irrigation lines a minimum of 10' wide easements centered on the facility. Utility lines may not be closer than 10' apart from each other or from any structure. Developer shall provide 12' access roads and 20' wide access easements to any location where access is required outside the ROW such as sewer or storm drain manholes. Utility mains outside of the ROW shall be located in common or dedicated open space acres and shall not be located in private lots and must be a minimum of 20' from any building or structure. Such easements must be recorded prior to receiving occupancy on any unit in the plat with which the easement is associated.
- P. All street lighting and any other lighting proposed to be dedicated to and maintained by the City shall comply with the current City standards and specifications. All lighting shall be full-cutoff style and meet all other City and IESNA standards.
- Q. The utility anchor poles on the project side of 400 South shall be removed pursuant to City Code Section 19.12.02.7.
- R. Project shall comply with all ADA standards and requirements.
- S. Utilities including water, irrigation, sewer and storm drain and shall not be located within any lot residential lot boundary (except for laterals).
- T. Lots shall not contain any sensitive lands; all sensitive lands must be placed in protected open space.
- U. Secondary and Culinary Water Rights must be secured from or dedicated to the City with each plat proposed for recordation compliant with current City Code. Prior to acceptance of water rights proposed for dedication, the City shall evaluate the rights proposed for conveyance and may refuse to accept any right that it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City or has not been approved for diversion from City-owned waterworks by the State Engineer.
- V. Developer shall provide plans for and complete all improvements within pedestrian corridors.



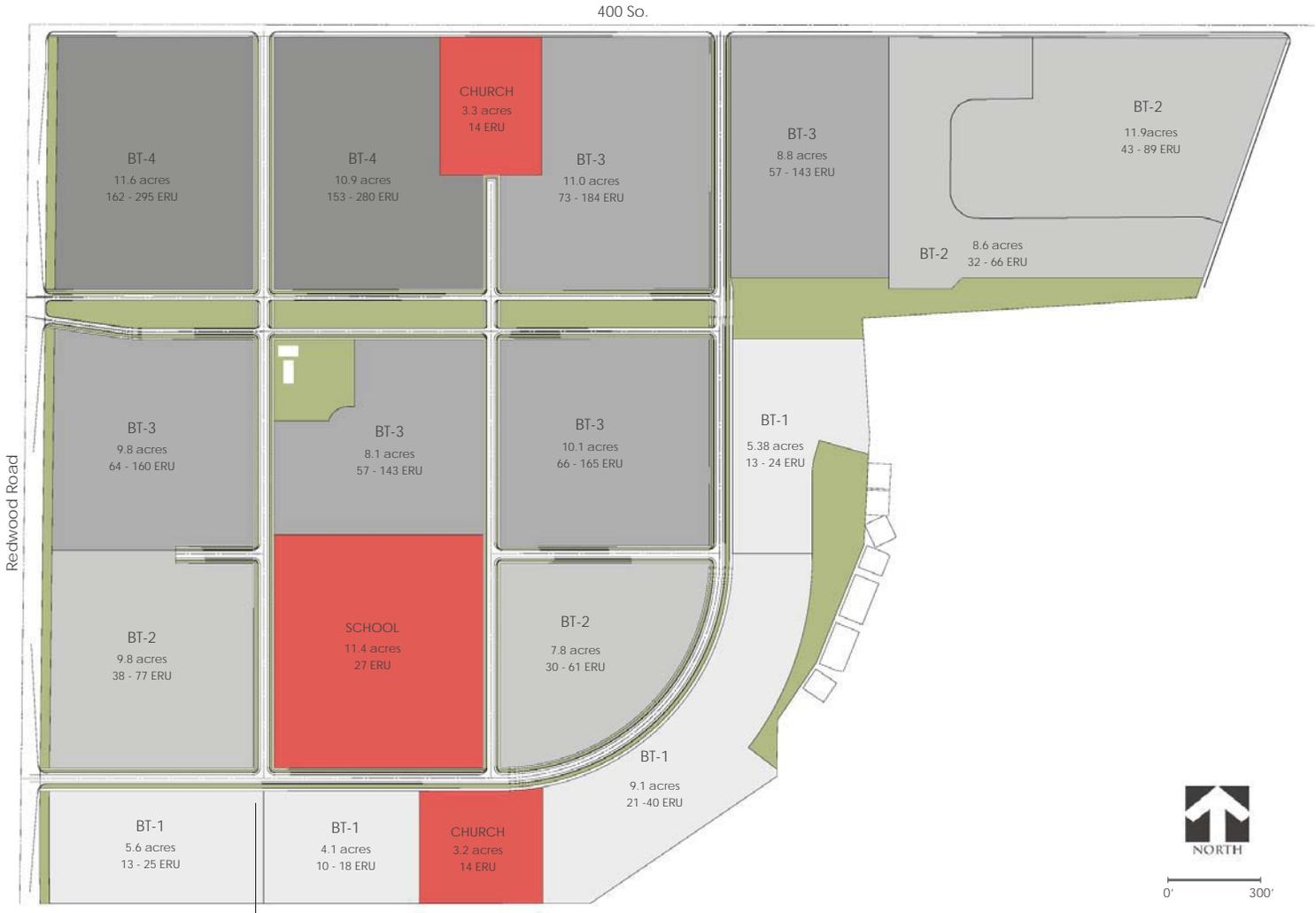


# LEGACY FARMS

Village Plan #3

Exhibit 3

## Community Plan



Block Type	Acres	% (181.9 ac.)	ERU's
BT-1	24.3	13.4	
BT-2	38.1	20.9	
BT-3	47.9	26.3	1,000 (Residential) 55 (Non-Residential)
BT-4	22.5	12.3	
Civic Space	17.9	9.9	
Community Open Space	13.4 *	7.4	
Community Plan Roads	17.8	9.8	
			<b>Total Maximum = 1,055 ERUs</b>

**Note:**

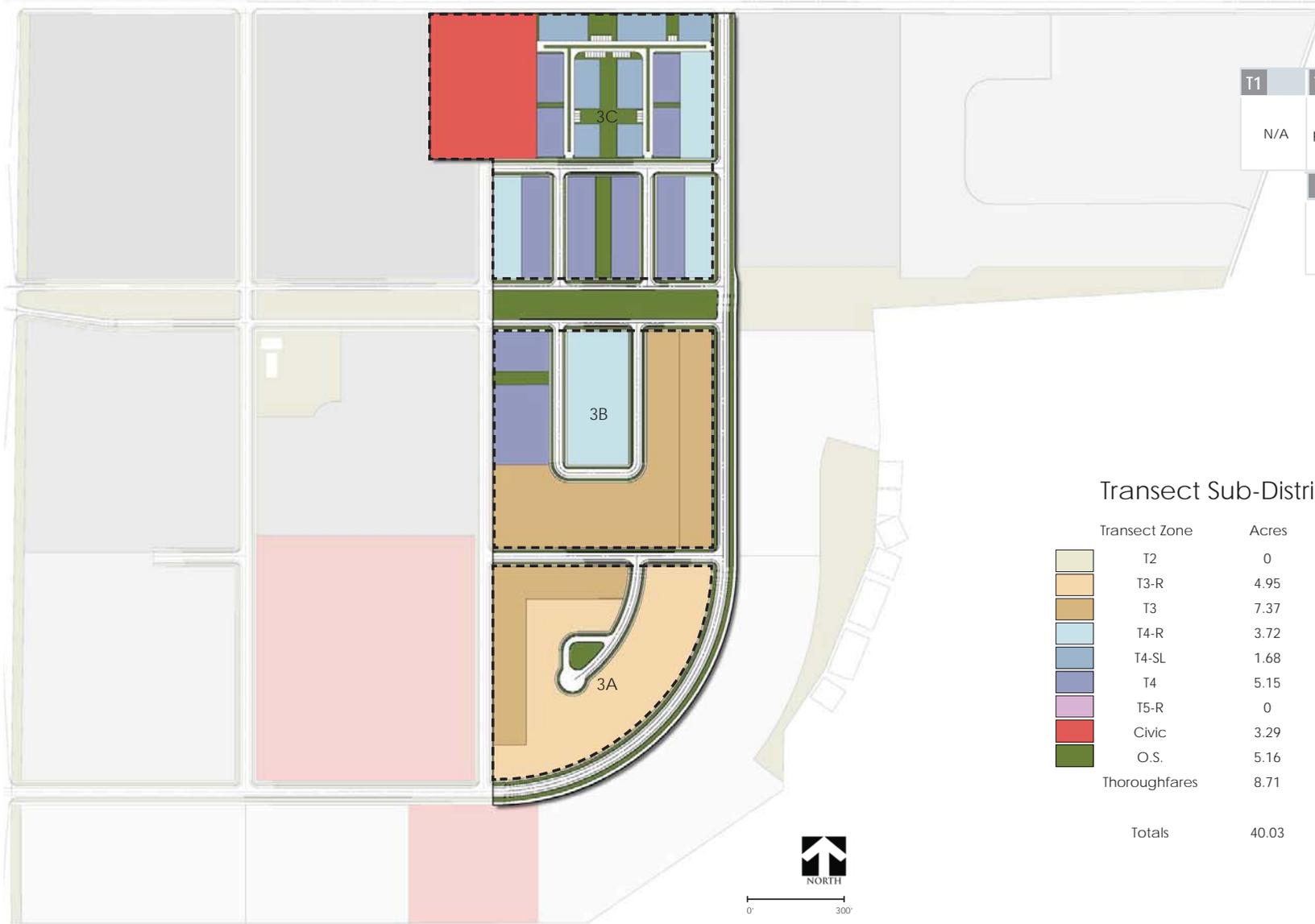
\* Does not include open space contained within block types. Overall open space will range between 18 - 24% per the requirements of the Saratoga Springs City Center District Area Plan

**EXHIBIT 3**

EXHIBIT 4: VILLAGE PLAN 3

LEGACY FARMS

Village Plan 3



T1	T2	T3	T4	T5R
N/A	4 ERU per gross acre	10 ERU per gross acre	24 ERU per gross acre	28 ERU per gross acre
T3R	T4R	T4SL		
8 ERU per gross acre	12 ERU per gross acre	24 ERU per gross acre		

Transect Sub-District Assignments

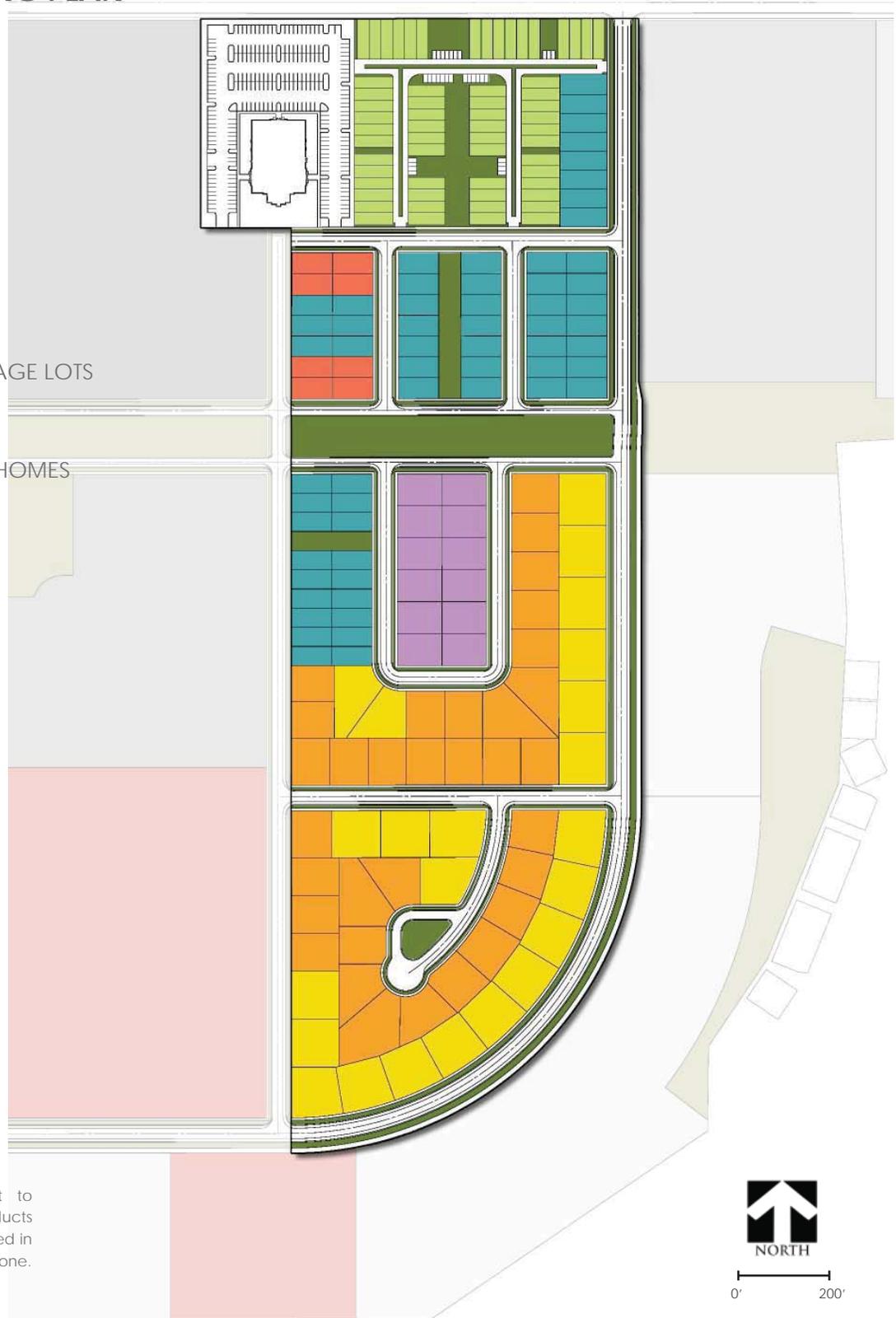
Transect Zone	Acres	% of Gross Area	Max. ERU
T2	0	0%	
T3-R	4.95	12%	
T3	7.37	19%	
T4-R	3.72	9%	
T4-SL	1.68	4%	
T4	5.15	13%	
T5-R	0	0%	
Civic	3.29	8%	
O.S.	5.16	13%	
Thoroughfares	8.71	22%	
Totals	40.03	100%	

Total Maximum = 318 ERU's



## CONCEPTUAL LOTTING PLAN

- PRODUCT
- 10,000 S.F. LOTS
  - 8,000 S.F. LOTS
  - 6,000 S.F. LOTS
  - REAR-LOADED COTTAGE LOTS
  - COTTAGE LOTS
  - TWIN HOME LOTS
  - SHARED LANE TOWNHOMES



The lotting diagram on this page is conceptual in nature and subject to change. Changes in residential products must comply with the criteria established in each designated transect sub-district zone.

## EXHIBIT 6



# LEGACY FARMS PLAT 3-A

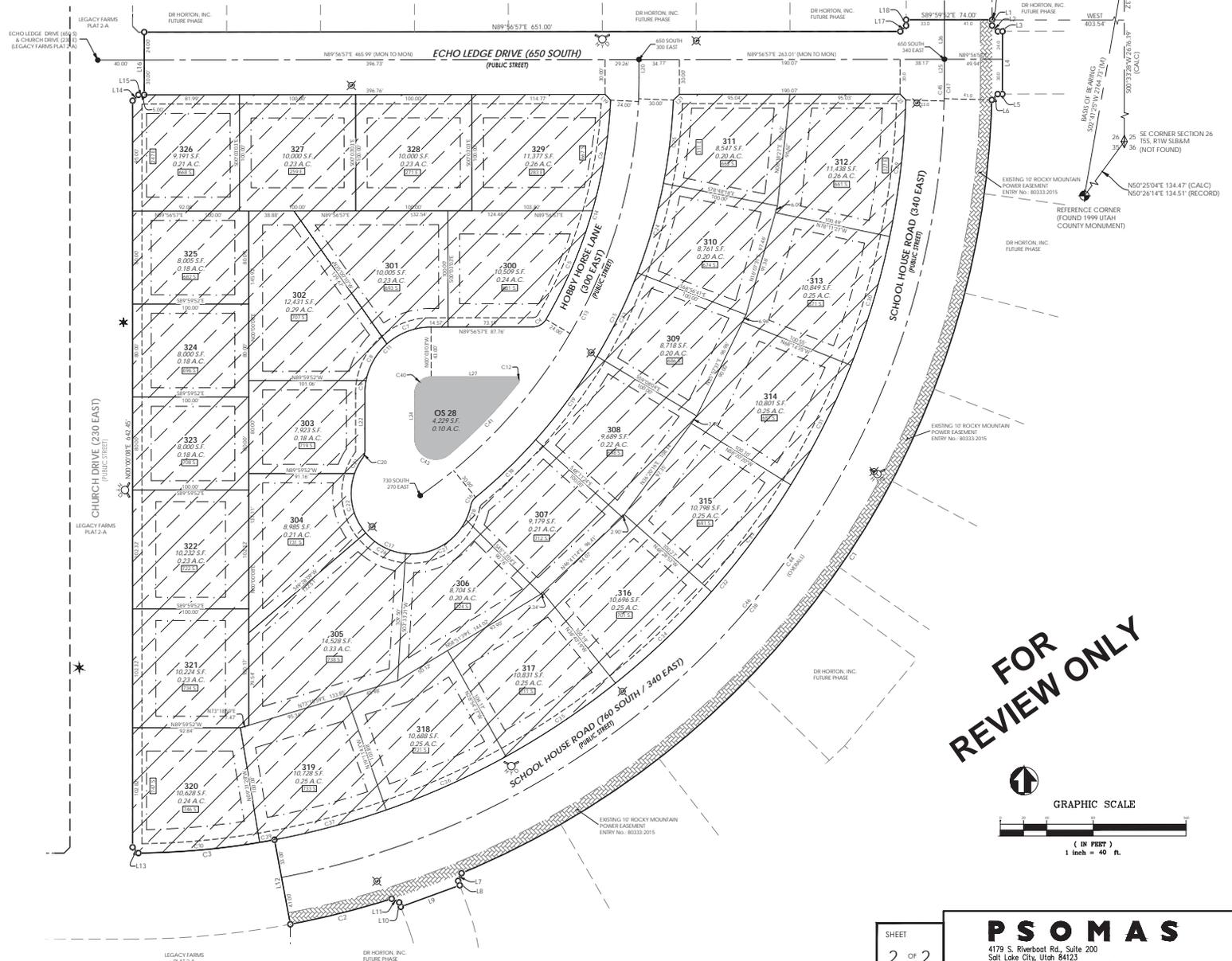
## VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

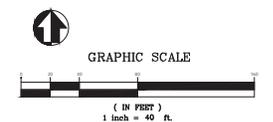
**LEGEND**

- SUBDIVISION BOUNDARY
- PUBLIC UTILITY EASEMENT
- LOT LINE
- BUILDING ENVELOPE
- SET BACK LINE
- SECTION LINE
- FOUND SECTION CORNER
- SUBDIVISION BOUNDARY CORNER
- STREET MONUMENT
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- EXISTING STREET LIGHT
- OPEN SPACE PARCEL (OS) (COMMON AREA)
- PRIVATE AREAS
- LIMITED COMMON AREAS
- COMMON AREAS (EXCLUDING PUBLIC STREETS)
- ROCKY MOUNTAIN POWER EASEMENT

PARCEL #	LOT / ADDRESS TABLE
300	481 S HOBBY HORSE LN
301	493 S HOBBY HORSE LN
302	707 S HOBBY HORSE LN
303	719 S HOBBY HORSE LN
304	731 S HOBBY HORSE LN
305	738 S HOBBY HORSE LN
306	724 S HOBBY HORSE LN
307	712 S HOBBY HORSE LN
308	498 S HOBBY HORSE LN
309	488 S HOBBY HORSE LN
310	674 S HOBBY HORSE LN
311	642 S SCHOOL HOUSE RD / 311 E ECHO LEDGE DR
312	641 S SCHOOL HOUSE RD / 307 E ECHO LEDGE DR
313	671 S SCHOOL HOUSE RD
314	681 S SCHOOL HOUSE RD
315	691 S SCHOOL HOUSE RD
316	701 S SCHOOL HOUSE RD
317	711 S SCHOOL HOUSE RD
318	721 S SCHOOL HOUSE RD
319	732 S SCHOOL HOUSE RD
320	746 S CHURCH DR / 747 S SCHOOL HOUSE RD
321	734 S CHURCH DR
322	722 S CHURCH DR
323	708 S CHURCH DR
324	696 S CHURCH DR
325	682 S CHURCH DR
326	668 S CHURCH DR / 247 E ECHO LEDGE DR
327	251 E ECHO LEDGE DR
328	271 E ECHO LEDGE DR
329	283 E ECHO LEDGE DR / 647 S HOBBY HORSE LN



FOR REVIEW ONLY



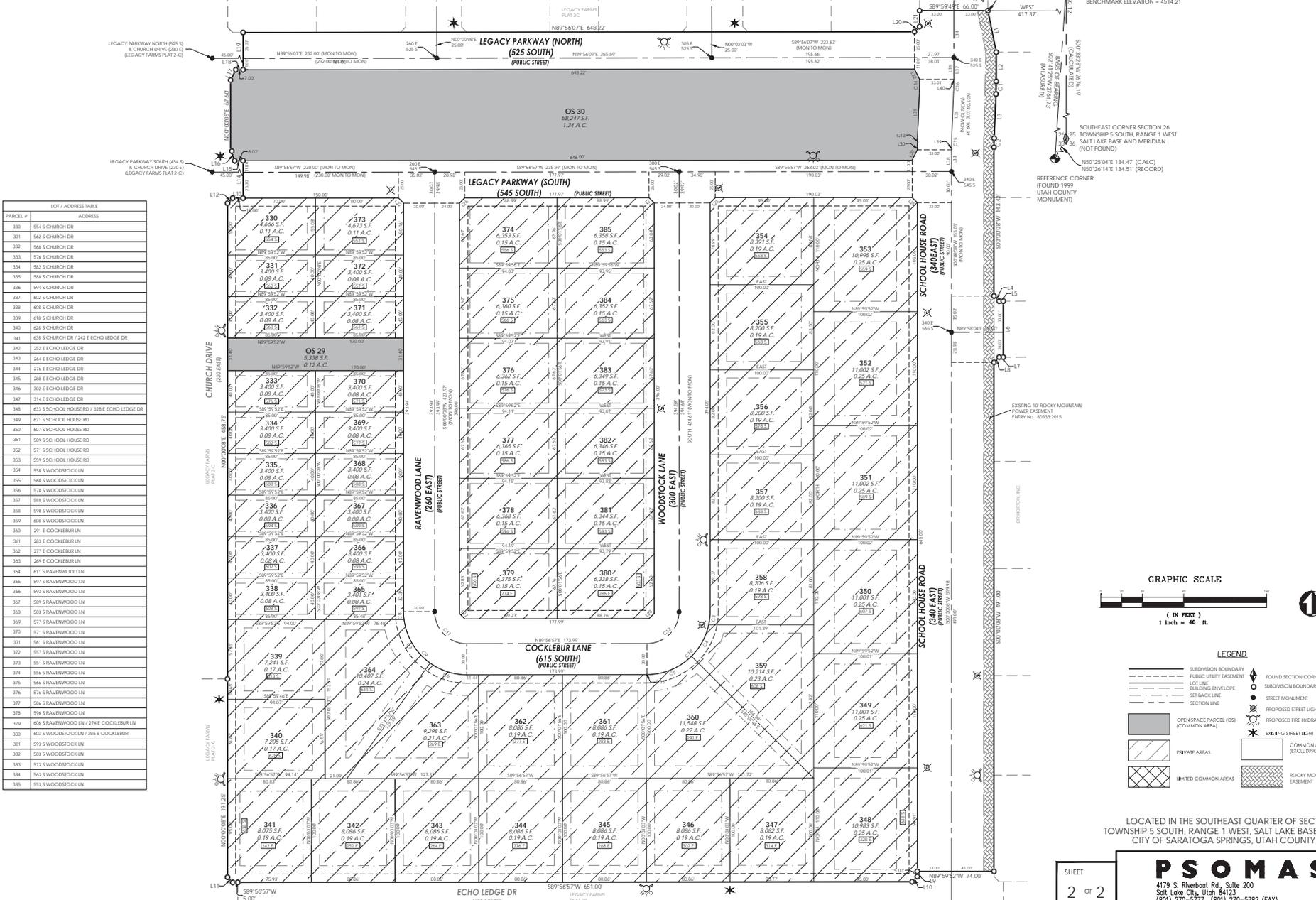
SHEET  
2 of 2

**PSOMAS**  
4179 S. Riverboat Rd., Suite 200  
Salt Lake City, Utah 84123  
(801) 270-5777 (801) 270-5782 (FAX)



# LEGACY FARMS PLAT 3-B

## VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION



EAST QUARTER CORNER SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND 2008 UTAH COUNTY MONUMENT)  
BENCHMARK ELEVATION = 4514.21

SOUTHEAST CORNER SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(NOT FOUND)

REFERENCE CORNER  
(FOUND 1999 UTAH COUNTY MONUMENT)

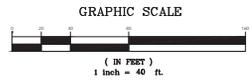
POINT OF BEGINNING  
WEST  
417.37'

N50°25'04"E 134.47' (CALC)  
N50°26'14"E 134.51' (RECORD)

EXISTING 10 ROCKY MOUNTAIN  
POWER EASEMENT  
ENTRY NO. 800332015

DEFINITION, INC.

PARCEL #	LOT / ADDRESS TABLE
330	554 S CHURCH DR
331	562 S CHURCH DR
332	568 S CHURCH DR
333	574 S CHURCH DR
334	582 S CHURCH DR
335	588 S CHURCH DR
336	594 S CHURCH DR
337	602 S CHURCH DR
338	608 S CHURCH DR
339	618 S CHURCH DR
340	628 S CHURCH DR
341	635 S CHURCH DR / 203 E ECHO LEDGE DR
342	202 E ECHO LEDGE DR
343	304 E ECHO LEDGE DR
344	276 E ECHO LEDGE DR
345	288 E ECHO LEDGE DR
346	300 E ECHO LEDGE DR
347	314 E ECHO LEDGE DR
348	633 S SCHOOL HOUSE RD / 328 E ECHO LEDGE DR
349	671 S SCHOOL HOUSE RD
350	607 S SCHOOL HOUSE RD
351	589 S SCHOOL HOUSE RD
352	571 S SCHOOL HOUSE RD
353	559 S SCHOOL HOUSE RD
354	558 S WOODSTOCK LN
355	548 S WOODSTOCK LN
356	578 S WOODSTOCK LN
357	588 S WOODSTOCK LN
358	598 S WOODSTOCK LN
359	608 S WOODSTOCK LN
360	291 E COCKLEBUR LN
361	283 E COCKLEBUR LN
362	277 E COCKLEBUR LN
363	269 E COCKLEBUR LN
364	611 S RAVENWOOD LN
365	597 S RAVENWOOD LN
366	593 S RAVENWOOD LN
367	589 S RAVENWOOD LN
368	583 S RAVENWOOD LN
369	577 S RAVENWOOD LN
370	571 S RAVENWOOD LN
371	561 S RAVENWOOD LN
372	557 S RAVENWOOD LN
373	551 S RAVENWOOD LN
374	556 S RAVENWOOD LN
375	566 S RAVENWOOD LN
376	576 S RAVENWOOD LN
377	586 S RAVENWOOD LN
378	596 S RAVENWOOD LN
379	606 S RAVENWOOD LN / 274 E COCKLEBUR LN
380	605 S WOODSTOCK LN / 298 E COCKLEBUR LN
381	593 S WOODSTOCK LN
382	583 S WOODSTOCK LN
383	573 S WOODSTOCK LN
384	563 S WOODSTOCK LN
385	553 S WOODSTOCK LN
386	543 S WOODSTOCK LN
387	533 S WOODSTOCK LN
388	523 S WOODSTOCK LN
389	513 S WOODSTOCK LN
390	503 S WOODSTOCK LN
391	493 S WOODSTOCK LN
392	483 S WOODSTOCK LN
393	473 S WOODSTOCK LN
394	463 S WOODSTOCK LN
395	453 S WOODSTOCK LN
396	443 S WOODSTOCK LN
397	433 S WOODSTOCK LN
398	423 S WOODSTOCK LN
399	413 S WOODSTOCK LN
400	403 S WOODSTOCK LN
401	393 S WOODSTOCK LN
402	383 S WOODSTOCK LN
403	373 S WOODSTOCK LN
404	363 S WOODSTOCK LN
405	353 S WOODSTOCK LN
406	343 S WOODSTOCK LN
407	333 S WOODSTOCK LN
408	323 S WOODSTOCK LN
409	313 S WOODSTOCK LN
410	303 S WOODSTOCK LN
411	293 S WOODSTOCK LN
412	283 S WOODSTOCK LN
413	273 S WOODSTOCK LN
414	263 S WOODSTOCK LN
415	253 S WOODSTOCK LN
416	243 S WOODSTOCK LN
417	233 S WOODSTOCK LN
418	223 S WOODSTOCK LN
419	213 S WOODSTOCK LN
420	203 S WOODSTOCK LN
421	193 S WOODSTOCK LN
422	183 S WOODSTOCK LN
423	173 S WOODSTOCK LN
424	163 S WOODSTOCK LN
425	153 S WOODSTOCK LN
426	143 S WOODSTOCK LN
427	133 S WOODSTOCK LN
428	123 S WOODSTOCK LN
429	113 S WOODSTOCK LN
430	103 S WOODSTOCK LN
431	93 S WOODSTOCK LN
432	83 S WOODSTOCK LN
433	73 S WOODSTOCK LN
434	63 S WOODSTOCK LN
435	53 S WOODSTOCK LN
436	43 S WOODSTOCK LN
437	33 S WOODSTOCK LN
438	23 S WOODSTOCK LN
439	13 S WOODSTOCK LN
440	3 S WOODSTOCK LN



**LEGEND**

	SUBDIVISION BOUNDARY		FOUND SECTION CORNER
	PUBLIC UTILITY EASEMENT		SUBDIVISION BOUNDARY CORNER
	LOT LINE		STREET MONUMENT
	SEILING ENVELOPE		PROPOSED STREET LIGHT
	SET BACK LINE		PROPOSED FIRE HYDRANT
	SECTION LINE		EXISTING STREET LIGHT
	OPEN SPACE PARCEL (OS) (COMMON AREA)		COMMON AREAS (EXCLUDING PUBLIC STREETS)
	PRIVATE AREAS		ROCKY MOUNTAIN POWER EASEMENT
	LIMITED COMMON AREAS		

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

**PSOMAS**  
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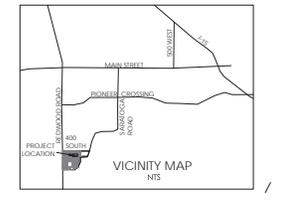
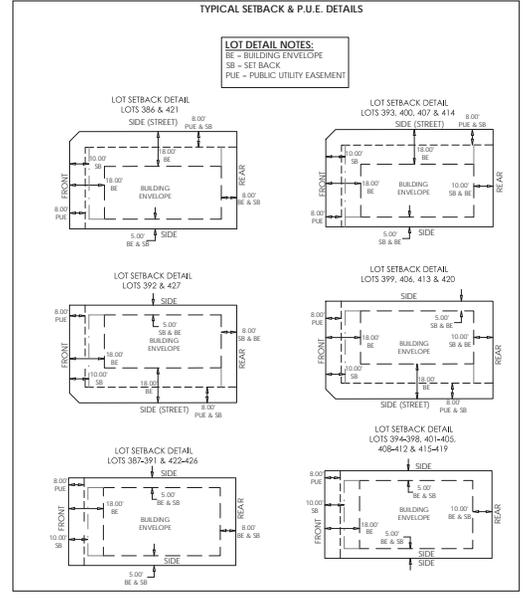
LEGACY FARMS PLAT 3-C
VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

PLAT NOTES

- 1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL...
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS...
3. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED...
4. PLAT IS SUBJECT TO DEVELOPMENT AGREEMENT NO. ...
5. ALL OPEN SPACES AND REAL IMPROVEMENTS LOCATED HEREON ARE TO BE INSTALLED BY OWNER...
6. REFERENCES HEREIN TO DEVELOPERS OR OWNERS SHALL APPLY TO BOTH...
7. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTIONS FEES ARE PAID...
8. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY GEOTECHNICAL ENGINEERS...
9. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS 'PRIVATE'...
10. LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&RS...
11. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY GEOTECHNICAL ENGINEERS...
12. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY GEOTECHNICAL ENGINEERS...
13. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE LOTS AND LOTS...
14. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING...
15. PRIVATE ROADS ARE UTILITY EASEMENTS TO THE CITY OF SARATOGA SPRINGS...
16. LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&RS...
17. OPEN SPACE PARCELS (OS) IS RESTRICTED FROM RESIDENTIAL DEVELOPMENT...
18. ALL BUILDING LOTS ARE SUBJECT TO PRODUCT TYPES AS SET FORTH IN LEGACY FARMS...
19. CHANGING OR STREET FRONTAGE IS RESTRICTED FROM NOVEMBER 1ST TO MARCH 1ST...
20. ALL LOTS WITHIN THIS PLAT ARE SUBJECT TO THE LEGACY FARMS COMMUNITY PLAN...
21. COMMON AND UNLINED COMMON AREAS ARE UTILITY EASEMENTS FOR WATER, IRRIGATION...
22. LOTS AND PARCELS WITHIN ZONE C OR ZONE D, AS SHOWN ON FEM MAP COMMUNITY PLAN...
23. LOTS AND PARCELS WITHIN ZONE C OR ZONE D, AS SHOWN ON FEM MAP COMMUNITY PLAN...

DATA TABLE
I. TOTAL PROJECT AREA: 6.13 AC
II. TOTAL NUMBER OF BUILDING LOTS: 42
III. SQ. FOOTAGE OF PROPOSED BUILDING FOOTPRINTS: X
IV. NUMBER OF PROPOSED GARAGE PARKING SPACES: 84
V. PERCENTAGE OF SENSITIVE LANDS AND PERCENTAGE SENSITIVE LANDS COMPRISED OF TOTAL PROJECT AND OPEN SPACE AREA: 0 AC
VI. PERCENTAGE OF BULDBLE LAND: 100%
VII. PRESCRIBED AREA OF OPEN SPACE: 0.00 AC
VIII. PRIVATE COMMON AREAS: 0.33 AC
IX. PARK STRIPS: 0.45 AC
X. APPLICABLE (TOTAL) AREA OF OPEN SPACE: 0.78 AC
Percentage of Prescribed Area Open Space: 0%
Percentage of Applicable (TOTAL) Area Open Space: 12.72%
XI. NET DENSITY OF DWELLING PER ACRES (SENSITIVE LANDS MUST BE SUBTRACTED FROM BASE ACREAGE): 6.85



LOT / ADDRESS TABLE
PARCEL # ADDRESS
386 478 S CHURCH DR / 229 E HEARTSTONE LN
387 485 S CHURCH DR
388 492 S CHURCH DR
389 499 S CHURCH DR
390 506 S CHURCH DR
391 513 S CHURCH DR
392 519 S CHURCH DR
393 526 S CHURCH DR
394 533 S VALKIES LN
395 540 S VALKIES LN
396 547 S VALKIES LN
397 554 S VALKIES LN
398 561 S VALKIES LN
399 568 S VALKIES LN
400 575 S VALKIES LN
401 582 S VALKIES LN
402 589 S VALKIES LN
403 596 S VALKIES LN
404 603 S VALKIES LN
405 610 S VALKIES LN
406 617 S VALKIES LN

SURVEYOR'S CERTIFICATE
I, Shawn R. Vernon, do hereby certify that I am a Registered Land Surveyor...
I have made a survey of the tract of land shown on this plat and described below...
I have completed a survey of the property described on this plat in accordance with Utah Code Sections 19-25-17...
I also certify that I have read, and that this plat is true and correct to the best of my knowledge and belief...
Shawn R. Vernon
P.L.S. 8744084

BOUNDARY DESCRIPTION
A parcel of land lying and situated in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian...
Containing 267.176 square feet / 6.13 acres / 42 Lots / 1 Parcel
FOR REVIEW ONLY
Shawn R. Vernon
P.L.S. 8744084

OWNER'S DEDICATION
Know all men by these presents that DR Horton Inc. a Delaware Company, the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as LEGACY FARMS PLAT 3-C
VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION
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...

OWNER'S ACKNOWLEDGMENT
On this day of A.D. 20, personally appeared before me, who being by me duly sworn did prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears 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

QUESTAR GAS COMPANY
ROCKY MOUNTAIN POWER
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS...
1. PURSUANT TO UTAH CODE ANN. 54-3-27THIS PLAT CONVEYS TO THE OWNERS OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT...
2. PURSUANT TO UTAH CODE ANN. 17-27a-603(C)(1) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E AS DESCRIBED IN THIS PLAT...
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(C)(1)...

APPROVED THIS day of A.D. 20
BY:
TITLE:
QUESTAR GAS COMPANY
ROCKY MOUNTAIN POWER

CENTURY LINK
PLANNING DIRECTOR APPROVAL
LAND USE AUTHORITY
SARATOGA SPRINGS ATTORNEY
COMCAST CABLE TELEVISION
SARATOGA SPRINGS ENGINEER APPROVAL
FIRE CHIEF APPROVAL
LEHI CITY POST OFFICE

APPROVED THIS day of A.D.
CENTURY LINK
COMCAST CABLE TELEVISION

APPROVED THIS day of A.D.
SARATOGA SPRINGS ENGINEER APPROVAL
FIRE CHIEF APPROVAL
LEHI CITY POST OFFICE REPRESENTATIVE

APPROVED THIS day of A.D.
SARATOGA SPRINGS ATTORNEY
LEHI CITY POST OFFICE REPRESENTATIVE

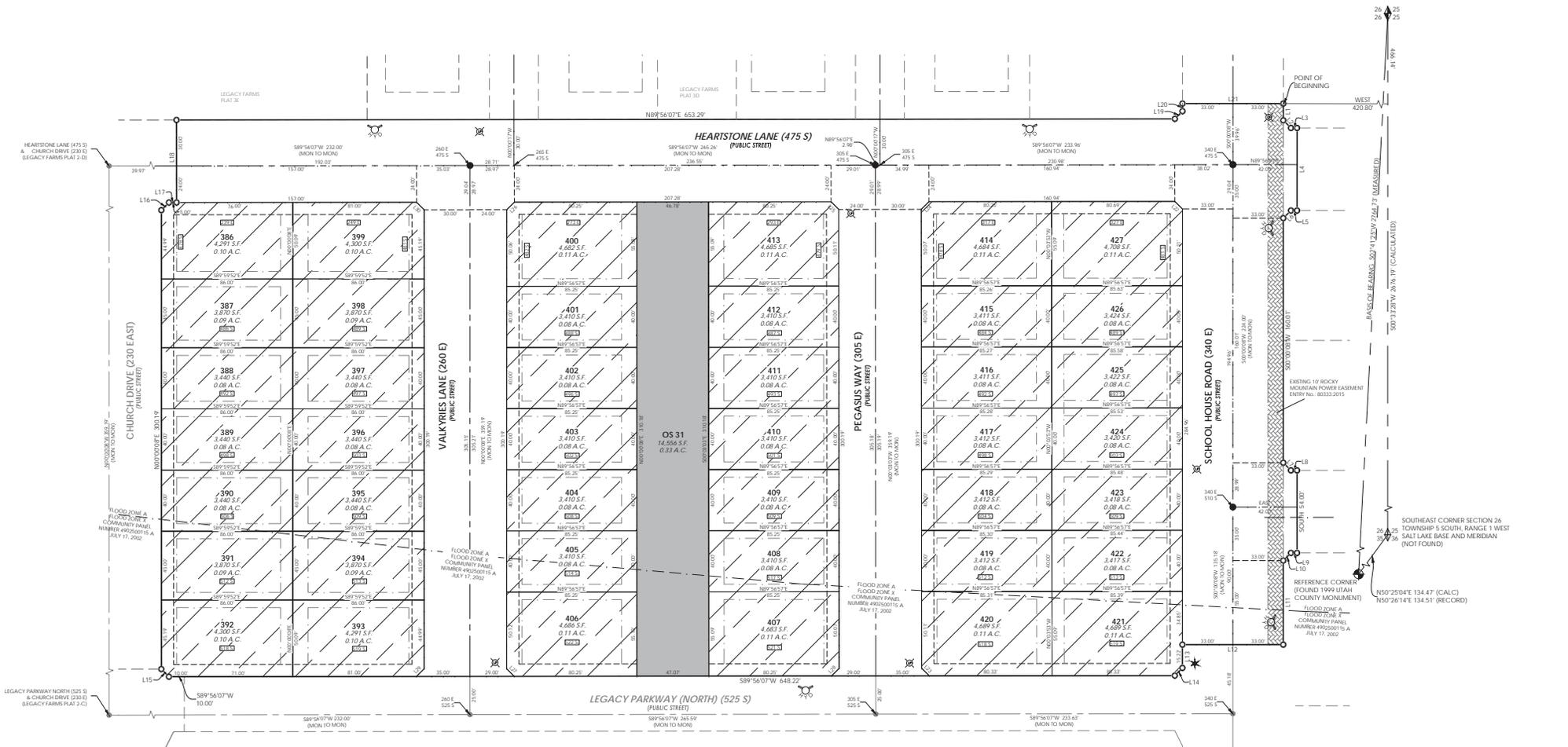
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CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
SURVEYOR'S SEAL: Shawn R. Vernon, P.L.S. 8744084
CITY ENGINEERS SEAL:
CLEAR-RECORDERS SEAL:

PSOMAS
4179 S. Riverboat Rd., Suite 200
Salt Lake City, Utah 84119
(801) 270-5777 (801) 270-5782 (FAX)

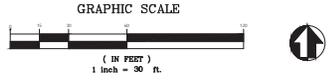
# LEGACY FARMS PLAT 3-C VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

EAST QUARTER CORNER SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND 2008 UTAH COUNTY MONUMENT)  
BENCHMARK ELEVATION = 4514.21



- LEGEND**
- SUBDIVISION BOUNDARY
  - - - PUBLIC UTILITY EASEMENT
  - LOT LINE
  - - - BUILDING ENVELOPE
  - - - SETBACK LINE
  - - - SECTION LINE
  - OPEN SPACE PARCEL (OS) (COMMON AREA)
  - ▨ PRIVATE AREAS
  - ▩ LIMITED COMMON AREAS
  - FOUND SECTION CORNER
  - SUBDIVISION BOUNDARY CORNER
  - STREET MONUMENT
  - PROPOSED STREET LIGHT
  - PROPOSED FIRE HYDRANT
  - EXISTING STREET LIGHT
  - COMMON AREAS (EXCLUDING PUBLIC STREETS)
  - ▨ ROCKY MOUNTAIN POWER EASEMENT



**FOR REVIEW ONLY**

SHEET  
2 of 2

**PSOMAS**  
4179 S. Riverboat Rd., Suite 200  
Salt Lake City, Utah 84123  
(801) 270-5777 (801) 270-5782 (FAX)

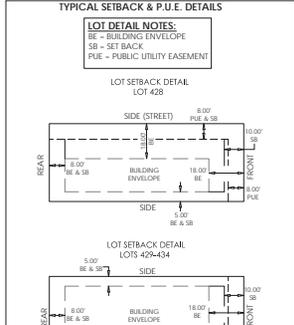
PLAT NOTES:

- 1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL...
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES...
3. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY ENGINEER...
4. PLAT IS SUBJECT TO DEVELOPMENT AGREEMENT NO. \_\_\_\_\_ WHICH RELATES TO THE INSTALLATION OF IMPROVEMENTS AND BONDING AGREEMENT NO. \_\_\_\_\_ WHICH RELATES TO THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION...
5. ALL RIGHTS ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER...
6. ALL RIGHTS ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER...
7. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTIONS FEES ARE PAID IN FULL PER CITY STANDARDS IN EFFECT AT THE TIME OF BUILDING PERMIT OVERSIGHT...
8. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREON ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON LOCAL IMPROVEMENTS...
9. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS AND ASSIGNS...
10. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS 'PRIVATE' ON THIS PLAT...
11. LOT OWNERS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC & R'S...
12. A GEO-TECHNICAL REPORT HAS BEEN COMPLETED BY GEOSTRATA (GEO-TECHNICAL ENGINEER) WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDED ENGINEERING DESIGN DESIGN CRITERIA, AND RECOMMENDED MITIGATION MEASURES IF PROBLEMS, CONDITIONS WERE ENCOUNTERED...
13. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLATS AND LOTS. THE LOTS IN THIS PLAT ARE SUBJECT TO THE RIGHTS, SOUNDS, ODORS, MISFEASANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS...
14. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING...
15. PRIVATE ROAD AS A UTILITY EASEMENT TO THE CITY OF SARATOGA SPRINGS...
16. LOT OWNERS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S...
17. OPEN SPACE PARCELS (OS) IS RESTRICTED FROM RESIDENTIAL DEVELOPMENT...
18. ALL BUILDING LOTS CONTAINED WITHIN THIS PLAT ARE SUBJECT TO PROJECT TYPES AS SET FORTH IN LEGACY FARMS COMMUNITY AND VILLAGE PLAN 3...
19. CONSTRUCTION ON STREET GUEST PARKING IS RESTRICTED FROM NOVEMBER 1ST TO MARCH 1ST...
20. ALL LOTS WITHIN THIS PLAT ARE SUBJECT TO THE LEGACY FARMS COMMUNITY PLAN AND VILLAGE PLAN 3...
21. COMMON AND LIMITED COMMON AREAS ARE CITY EASEMENTS OR WATER, IRRIGATION, POWER AND FLOOD DRAIN AS WELL AS PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS...
22. SHALLOW SLOPED SEWER DRAINAGE CONTRACTOR SHALL VERIFY SLOPED BEFORE EXCAVATING FOR BASEMENT...
23. HOME(S) WITH BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

LEGACY FARMS PLAT 3-D VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

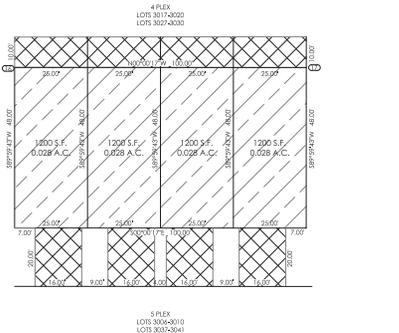
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

DATA TABLE: I. TOTAL PROJECT AREA: 4.9 AC; II. TOTAL NUMBER OF BUILDING LOTS: 50; III. SQ. FOOTAGE OF PROPOSED BUILDING FOOTPRINTS: X; IV. NET PERCENTAGE OF PROPOSED GARAGE PARKING SPACES: 100; V. NET PERCENTAGE OF PROPOSED GARAGE PARKING SPACES (ASSUMED 2 PER HOUSE / UNIT): 12.5; VI. GUEST PARKING IN 1/8' DRIVEWAYS: 100; VII. PERCENTAGE OF BUILDABLE LAND: 100%; VIII. AREA OF OPEN SPACE: 0.00 AC; IX. NET PERCENTAGE OF DWELLING PER ACRE (SENSITIVE LANDS MUST BE SUBTRACTED FROM BASE ACRES): 10.20; X. NET PERCENTAGE OF DWELLING PER ACRE (SENSITIVE LANDS MUST BE SUBTRACTED FROM BASE ACRES): 10.20.



- A. Drainage Easement areas are perpetual, non-exclusively, mutual cross drainage easements for purposes of storm water capture and conveyance on, over, upon, and across the areas delineated as Drainage Easements...
B. All utility easements shall be shown on this plat and shall be shown and better grade indicated on the appearance in a reasonable condition and state of repair...
C. All utility easements shall be shown on this plat and shall be shown and better grade indicated on the appearance in a reasonable condition and state of repair...
D. All utility easements shall be shown on this plat and shall be shown and better grade indicated on the appearance in a reasonable condition and state of repair...

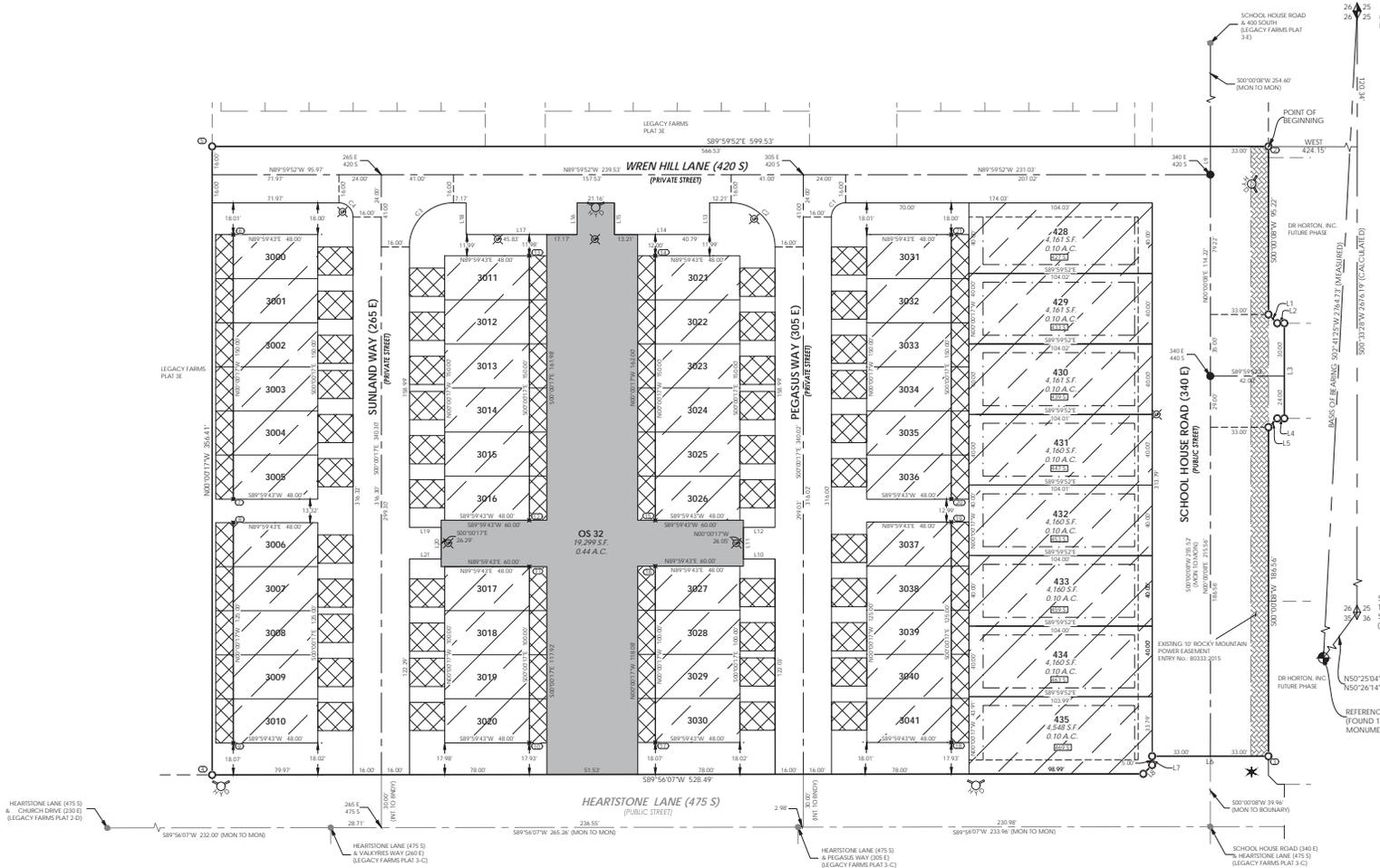
- 1. LOT SHOWN FOR REFERENCE ONLY THE LIMITED COMMON AREA IS CONTROLLED BY THE PRIVATE ROAD ALIGNMENT;
2. ALL LOT LINES AND LIMITED COMMON AREA LINES ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BEARING LINES LISTED ON SHEET 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50.



# LEGACY FARMS PLAT 3-D VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

EAST QUARTER CORNER SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FOUND 2008 UTAH COUNTY MONUMENT)  
BENCHMARK ELEVATION = 4514.21



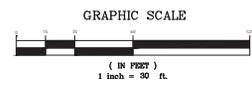
**FOR REVIEW ONLY**

HEARTSTONE LANE (475 S) & CHURCH DRIVE (230 E) (LEGACY FARMS PLAT 2-D)

HEARTSTONE LANE (475 S) & WALKER'S WAY (265 E) (LEGACY FARMS PLAT 3-C)

HEARTSTONE LANE (475 S) & PEGASUS WAY (305 E) (LEGACY FARMS PLAT 3-C)

SCHOOL HOUSE ROAD (340 E) HEARTSTONE LANE (475 S) (LEGACY FARMS PLAT 3-C)



**LEGEND**

	SUBDIVISION BOUNDARY		FOUND SECTION CORNER
	PUBLIC UTILITY EASEMENT		SUBDIVISION BOUNDARY CORNER
	LOT LINE		STREET MONUMENT
	BUILDING ENVELOPE		PROPOSED STREET LIGHT
	SETBACK LINE		PROPOSED FIRE HYDRANT
	SECTION LINE		EXISTING STREET LIGHT
	OPEN SPACE PARCEL (OS) (COWANCH AREA)		COMMON AREAS (EXCLUDING PUBLIC STREETS)
	PRIVATE AREAS		ROCKY MOUNTAIN POWER EASEMENT
	LIMITED COMMON AREAS		

SHEET  
2 of 2

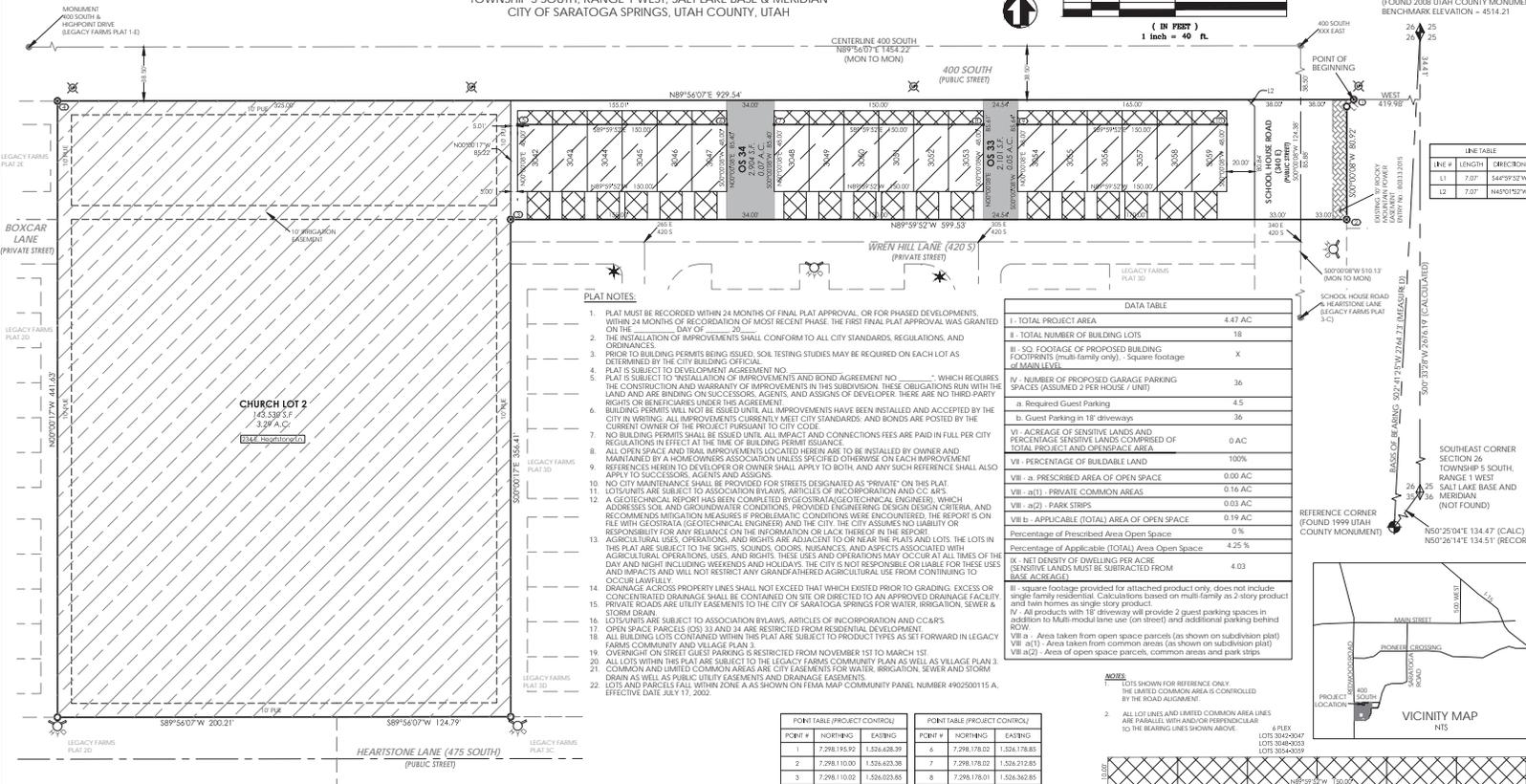
**PSOMAS**  
4179 S. Riverboot Rd., Suite 200  
Salt Lake City, Utah 84123  
(801) 270-5777 (801) 270-5782 (FAX)

LEGACY FARMS PLAT 3-E  
VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

GRAPHIC SCALE

( IN FEET )  
1 inch = 40 ft.



PLAT NOTES

- 1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL...
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES...
3. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL...
4. PLAT IS SUBJECT TO DEVELOPER'S AGREEMENT NO. ... WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION...
5. PLAT IS SUBJECT TO INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. ... WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION...
6. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE...
7. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTIONS FEES ARE PAID IN FULL PER CITY REGULATIONS...
8. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNERS AND MAINTAINED BY A HOMEOWNERS ASSOCIATION OR UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT...
9. REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS...
10. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS 'PRIVATE' ON THIS PLAT...
11. ALL UTILITIES ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND C.C.'S...
12. A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY GEORATRA/GEOTECHNICAL ENGINEER, WHICH RECOMMENDS SOIL AND GROUNDWATER CONDITIONS, PRELIMINARY ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMATIC CONDITIONS WERE ENCOUNTERED...
13. AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLATS AND LOTS...
14. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING...
15. LOT/USERS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND C.C.'S...
16. ALL BUILDING LOTS CONTAINED WITHIN THIS PLAT ARE SUBJECT TO PRODUCT TYPES AS SET FORTH IN LEGACY FARMS COMMUNITY AND VILLAGE PLAN...
17. OTHER SPACE PARCELS (20, 21) AND 24 ARE RESTRICTED FROM RESIDENTIAL DEVELOPMENT...
18. ALL LOTS WITHIN THIS PLAT ARE SUBJECT TO THE LEGACY FARMS COMMUNITY AND VILLAGE PLAN...
19. COMMON AND LIMITED COMMON AREAS, CITY EASEMENTS FOR WATER, IRRIGATION, SEWER AND STORM DRAIN AS WELL AS PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS...
20. LOTS AND PARCELS SHALL WITHIN ONE (1) A.S. AS SHOWN ON FEMA MAP...
21. EFFECTIVE DATE: JULY 17, 2002.

DATA TABLE with 10 rows and 2 columns: Item, Value. Includes: I - TOTAL PROJECT AREA (4.47 AC), II - TOTAL NUMBER OF BUILDING LOTS (18), III - SQ. FOOTAGE OF PROPOSED BUILDING FOOTPRINTS (multi-family only), IV - NUMBER OF PROPOSED GARAGE PARKING SPACES, V - PERCENTAGE OF BUILDABLE LAND, VI - PERCENTAGE OF OPEN SPACE, VII - PRIVATE COMMON AREAS, VIII - APPLICABLE (TOTAL) AREA OF OPEN SPACE, IX - NET DENSITY OF DWELLING PER ACRE, X - AREA TAKEN FROM OPEN SPACE PARCELS.

NOTES

- 1. THIS IS SHOWN FOR REFERENCE ONLY... THE LIMITED COMMON AREA IS CONTROLLED BY THE ROAD ALIGNMENT...
2. ALL LOT LINES AND LIMITED COMMON AREA LINES ARE PARALLEL WITH ALL OR PERPENDICULAR TO THE BEARING LINES SHOWN ABOVE.



SURVEYOR'S CERTIFICATE
I, Shawn R. Vermon, do hereby certify that I am a Registered Land Surveyor... Certificate No. 8744084... I have made a survey of the tract of land shown on this plat and described below... BENCHMARK ELEVATION = 4514.21

BOUNDARY DESCRIPTION table with 3 rows: Line #, Length, Direction. Includes: L1 7.07' S44°09'25"W, L2 7.07' N40°01'27"W.

A parcel of land lying and situate in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian... Containing 194,884 square feet / 4.47 acres / 19 Lots / 2 Parcels.

OWNER'S DEDICATION
Know all men by these presents that DR Horton Inc., the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as LEGACY FARMS PLAT 3-E... VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office, this 7/25/2016 day of July, A.D. 2016.

STATE OF UTAH COUNTY OF ... s.s. On this day of ... A.D. 2016, personally appeared before me, who being by me duly sworn do prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears subscribed to the within instrument...

WITNESS My full name and official seal. Notary Public 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 herein, 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.

APPROVED BY THE PLANNING DIRECTOR, LAND USE AUTHORITY, SARATOGA SPRINGS ATTORNEY, FIRE CHIEF APPROVAL, LEHI CITY POST OFFICE.

LEGACY FARMS PLAT 3-E VACATING A PORTION OF PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION. Includes project details, sheet number (1 of 1), and various approval stamps and signatures.

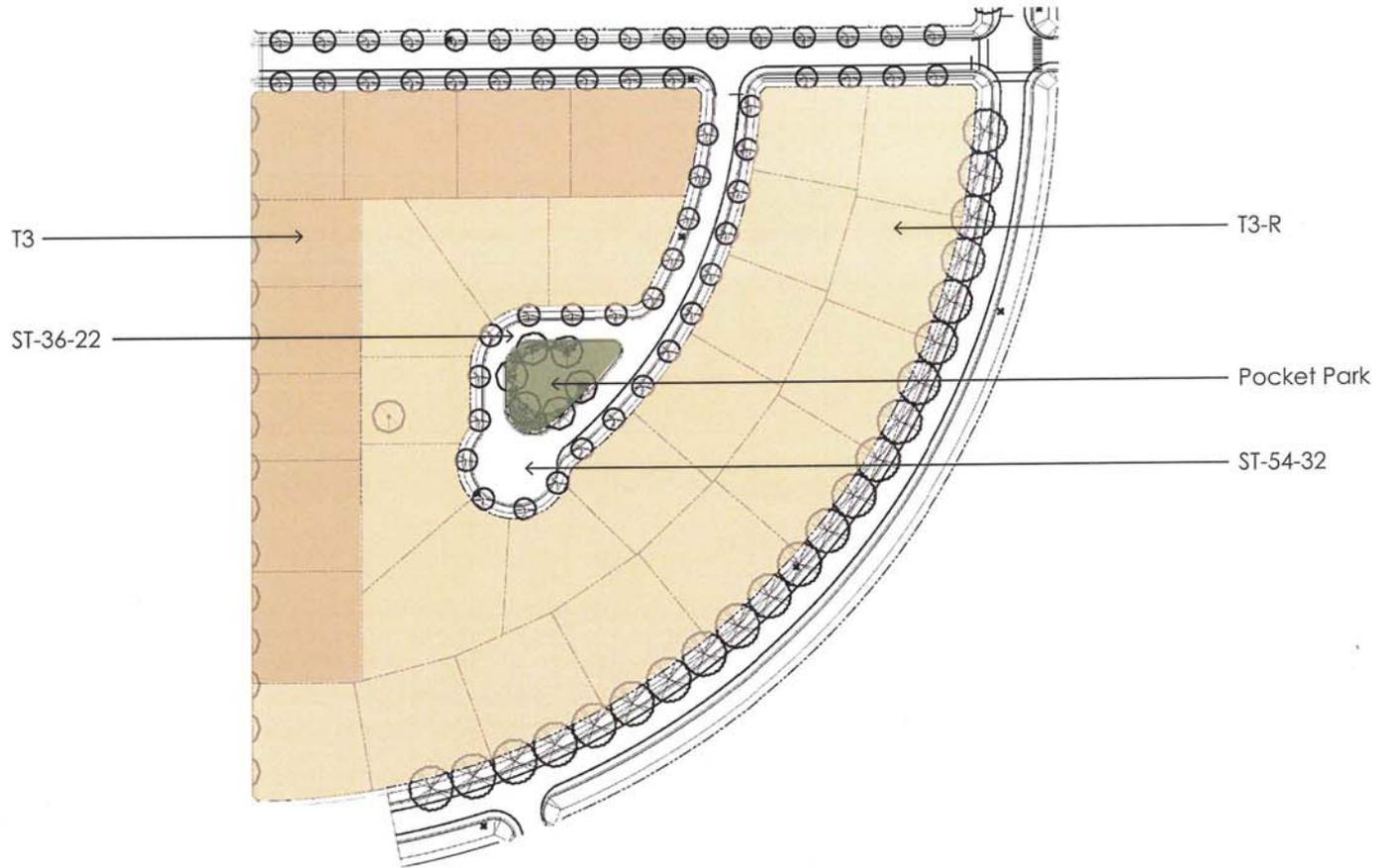
QUESTAR GAS COMPANY and ROCKY MOUNTAIN POWER. QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS... ROCKY MOUNTAIN POWER APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS...

LEGEND and POINT TABLE. LEGEND includes symbols for SUBDIVISION BOUNDARY, FOUND SECTION CORNER, LOT LINE, STREET MONUMENT, PROPOSED STREET LIGHT, etc. POINT TABLE lists 10 points with coordinates and bearings.

LOT ADDRESS TABLE with 2 columns: PARCEL #, AREA, ADDRESS. Lists 18 parcels with their respective areas and addresses.

PSOMAS logo and contact information: 4179 S. Riverboat Rd., Suite 200, Salt Lake City, Utah 84119. (801) 270-5777 (801) 270-5782 (FAX).

# LEGACY FARMS VILLAGE PLAN 3 PLAT 3-A TRANSECT SUB-DISTRICT ZONES

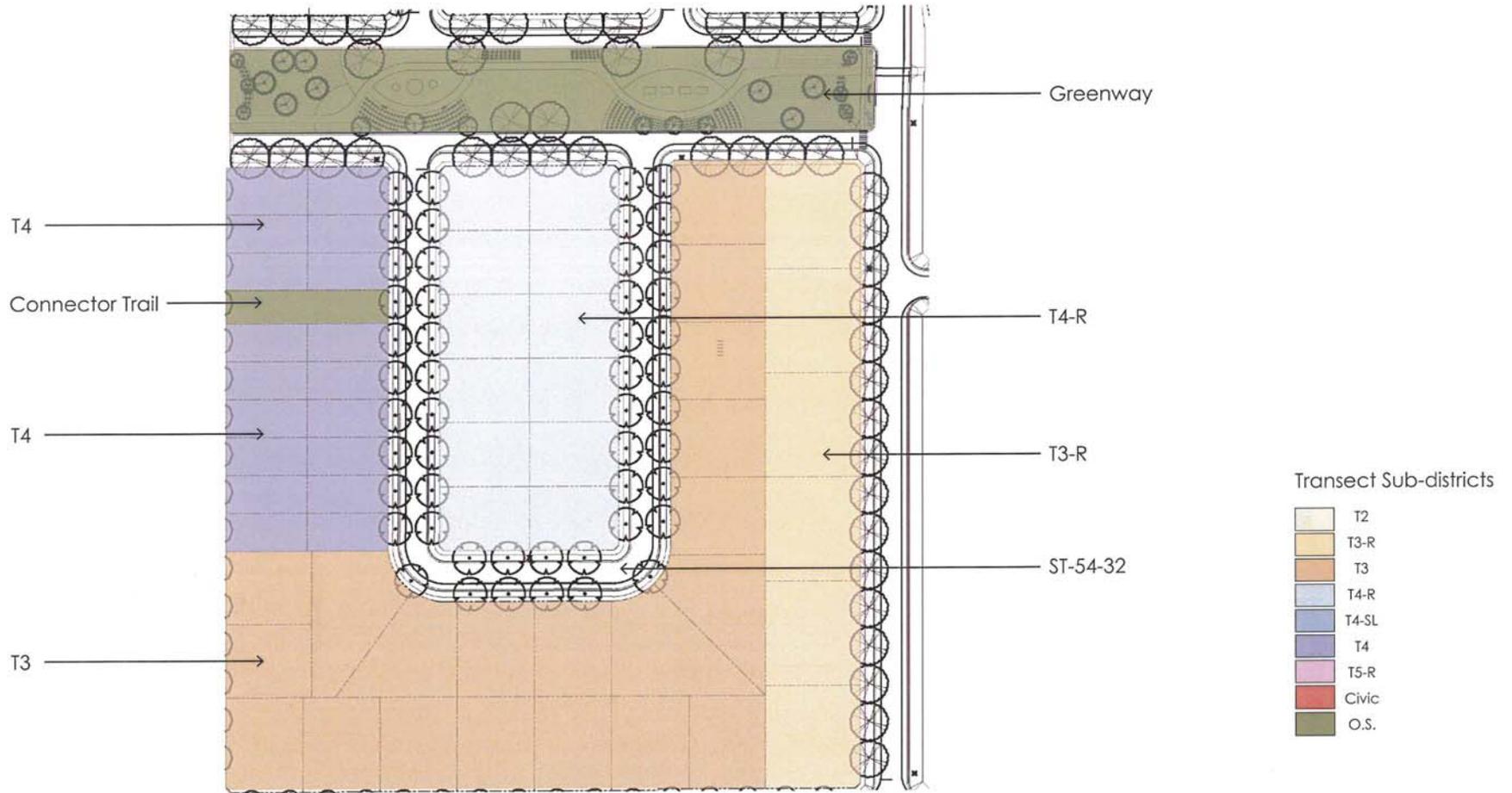


Transect Sub-districts

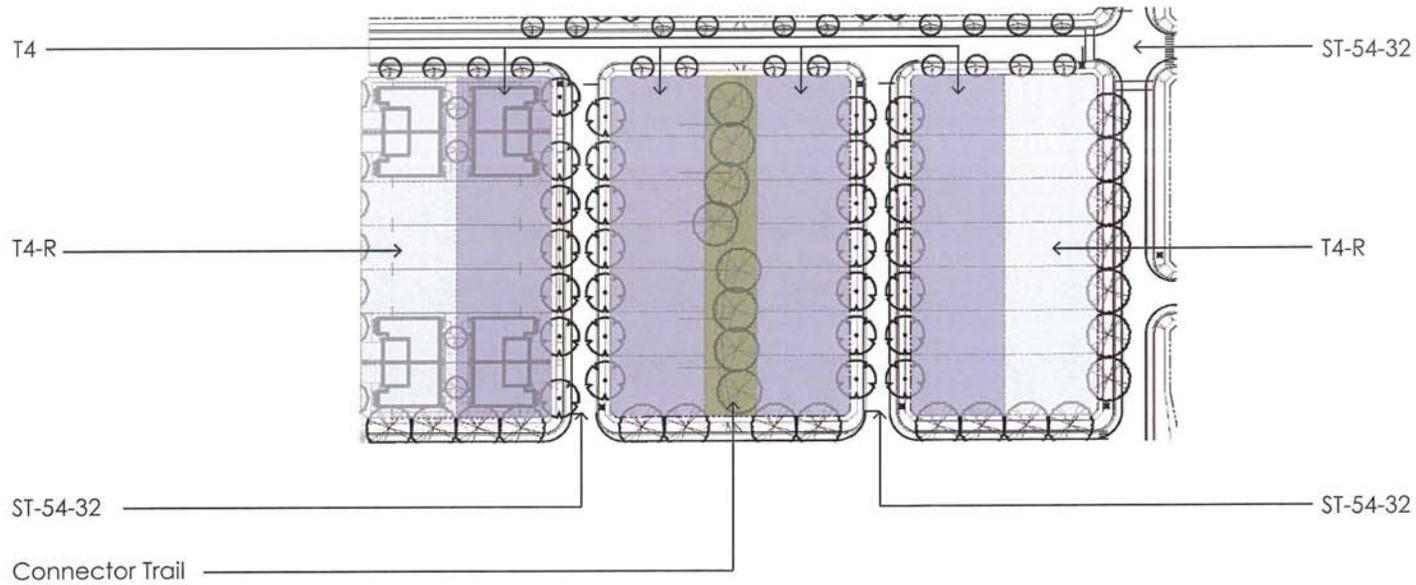
- T2
- T3-R
- T3
- T4-R
- T4-SL
- T4
- T5-R
- Civic
- O.S.

RECEIVED JUL 06 2016

# LEGACY FARMS VILLAGE PLAN 3 PLAT 3-B TRANSECT SUB-DISTRICT ZONES



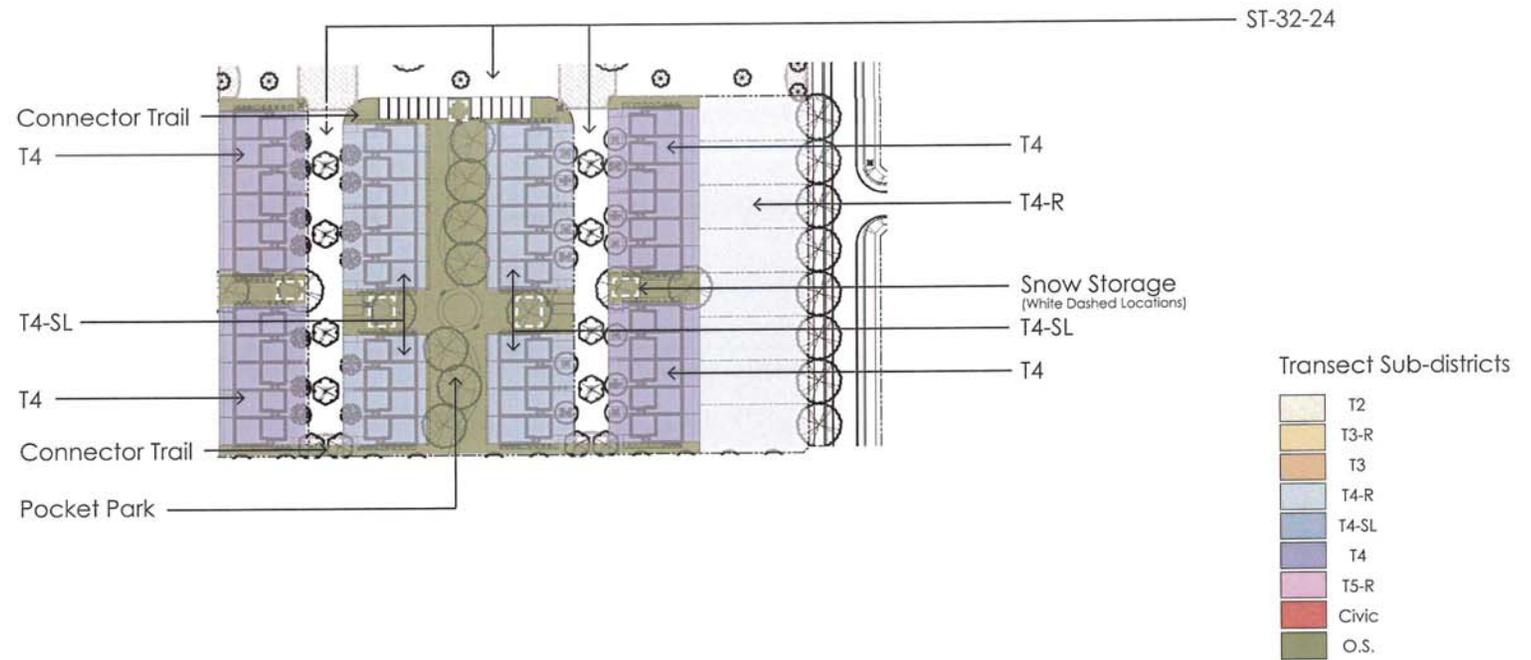
# LEGACY FARMS VILLAGE PLAN 3 PLAT 3-C TRANSECT SUB-DISTRICT ZONES



### Transect Sub-districts

- T2
- T3-R
- T3
- T4-R
- T4-SL
- T4
- T5-R
- Civic
- O.S.

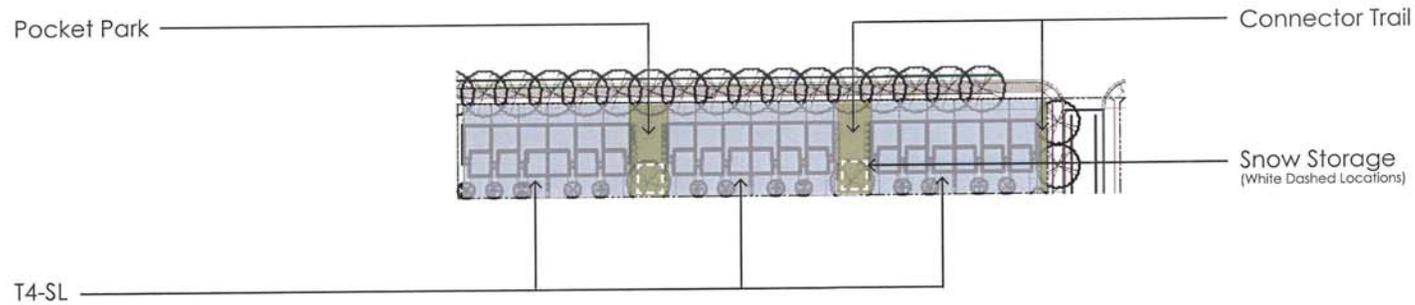
# LEGACY FARMS VILLAGE PLAN 3 PLAT 3-D TRANSECT SUB-DISTRICT ZONES



Scale: 1" = 100'

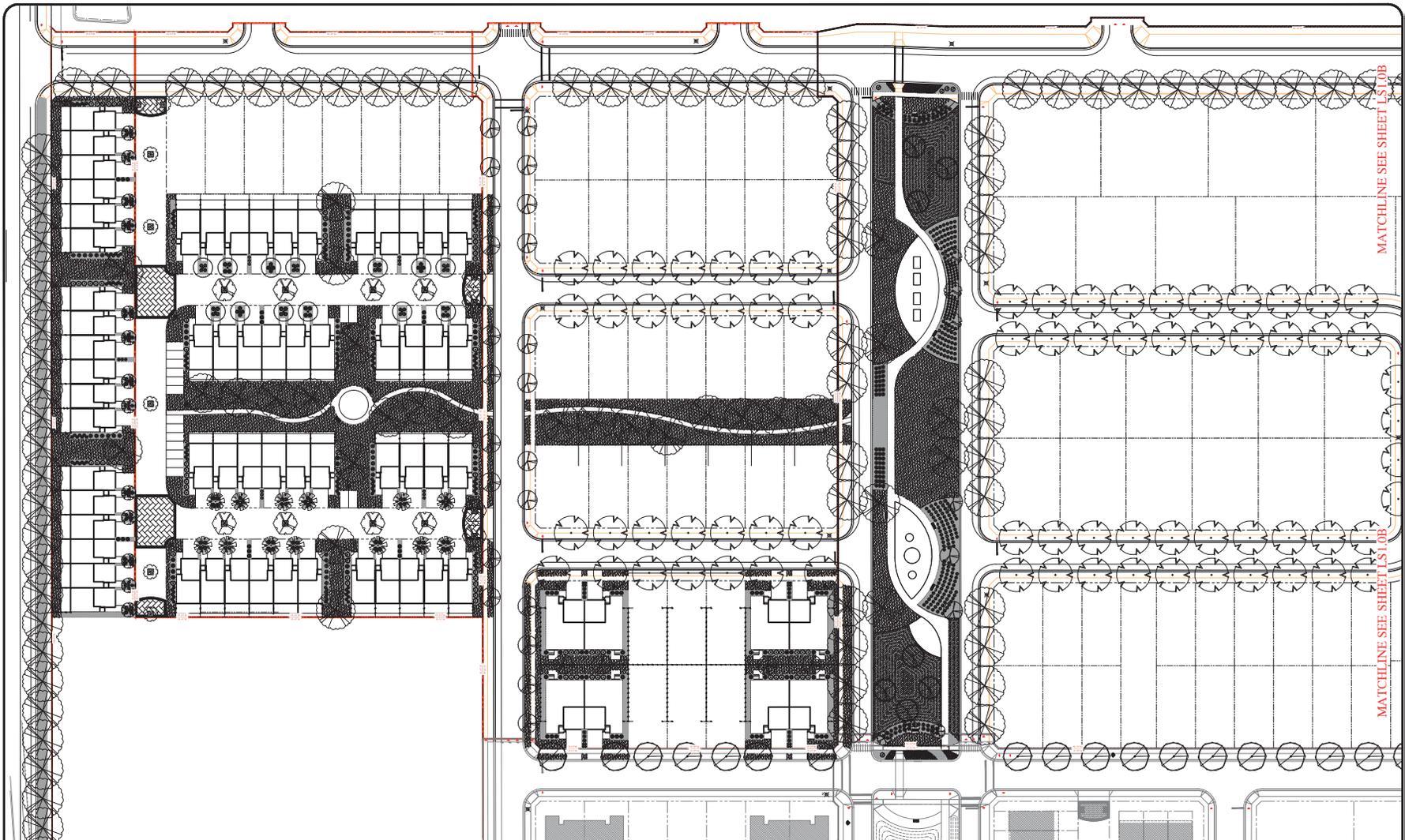


# LEGACY FARMS VILLAGE PLAN 3 PLAT 3-E TRANSECT SUB-DISTRICT ZONES



### Transect Sub-districts

- T2
- T3-R
- T3
- T4-R
- T4-SL
- T4
- T5-R
- Civic
- O.S.



**GENERAL NOTES**

1. SEE SHEET LS1.0C FOR PLANTING LEGEND, PLANT SIZES, PLANT QUANTITIES, PLANTING NOTES AND THE REFERENCE NOTE SCHEDULE.
2. SEE SHEETS LS3.1 & LS3.2 FOR PLANTING DETAILS.
3. SEE SHEETS LS2.1 THRU LS2.2 FOR IRRIGATION DRAWINGS.
4. SEE SHEETS LS4.1 THRU LS4.4 FOR IRRIGATION DETAILS.
5. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
6. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH ADOPTED COMMUNITY AND VILLAGE PLANS. LANDSCAPE SHALL ALSO COMPLY WITH LOCAL, CITY AND STATE CODE AND SHALL FOLLOW AMERICAN ASSOCIATIONS NURSERYMEN STANDARDS FOR PLANT MATERIALS.
7. ALL BASE AND SITE INFORMATION WAS OBTAINED FROM DR. HORTON, AND IS THEREFORE ASSUMED TO BE ACCURATE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED GRADES, PLANT MATERIAL, BUILDINGS, PROPERTY LINES, EASEMENTS, R.O.W.S, ETC. ON-SITE PRIOR TO CONSTRUCTION AND WILL NEED TO MAKE ON-SITE ADJUSTMENTS AS NECESSARY DURING CONSTRUCTION. BY USE OF THESE PLANS, THE OWNER AND CONTRACTORS AGREE TO HOLD IN-SITE DESIGN GROUP HARMLESS FROM ERRORS IN BASE PROVIDED.
8. CONTRACTOR AND/OR OWNER IS RESPONSIBLE TO VERIFY CORRECT PROPERTY LINES AND MAKE ADJUSTMENTS TO PLAN AS NECESSARY. IN ADDITION, ALL UTILITIES AND/OR EASEMENTS ARE TO BE VERIFIED ON-SITE TO ENSURE NO CONFLICTS EXIST BETWEEN EXISTING UTILITIES, EASEMENTS AND THE PROPOSED LANDSCAPE PLAN.
9. THE OWNER AND CONTRACTOR ARE ULTIMATELY RESPONSIBLE FOR ENSURING LANDSCAPE IS CONSTRUCTED IN A SAFE MANNER THAT WILL NOT CAUSE HARM TO ANY PERSON, STRUCTURE OR OTHER ELEMENTS ON THE SAID PROPERTY OR ADJACENT PROPERTIES.
10. CONTRACTOR SHALL INSPECT ALL DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES FOUND IN THE DRAWINGS, DETAILS OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND IN-SITE DESIGN GROUP PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN WRITTEN FIELD DIRECTIVES FROM IN-SITE DESIGN GROUP STATING PROPER COURSE OF ACTION IF DISCREPANCIES OR ERRORS ARE DISCOVERED PRIOR TO AND DURING CONSTRUCTION.
11. LANDSCAPE AND IRRIGATION PLANS SHALL BE COORDINATED WITH ALL TRADES WORKING ON PROJECT INCLUDING BUT NOT LIMITED TO CONCRETE, ASPHALT AND PAVING, ALL UTILITIES, ETC. ANY CONFLICTS SHALL BE BROUGHT TO ATTENTION OF OWNER AND IN-SITE DESIGN GROUP IMMEDIATELY.



SCALE: 1"=50'-0" ON 22X34 SHEET  
1"=100'-0" ON 11X17 SHEET



**LEGACY FARMS VILLAGE PLAN 3**  
PREPARED FOR: DR HORTON  
SARATOGA SPRINGS, UT/AH

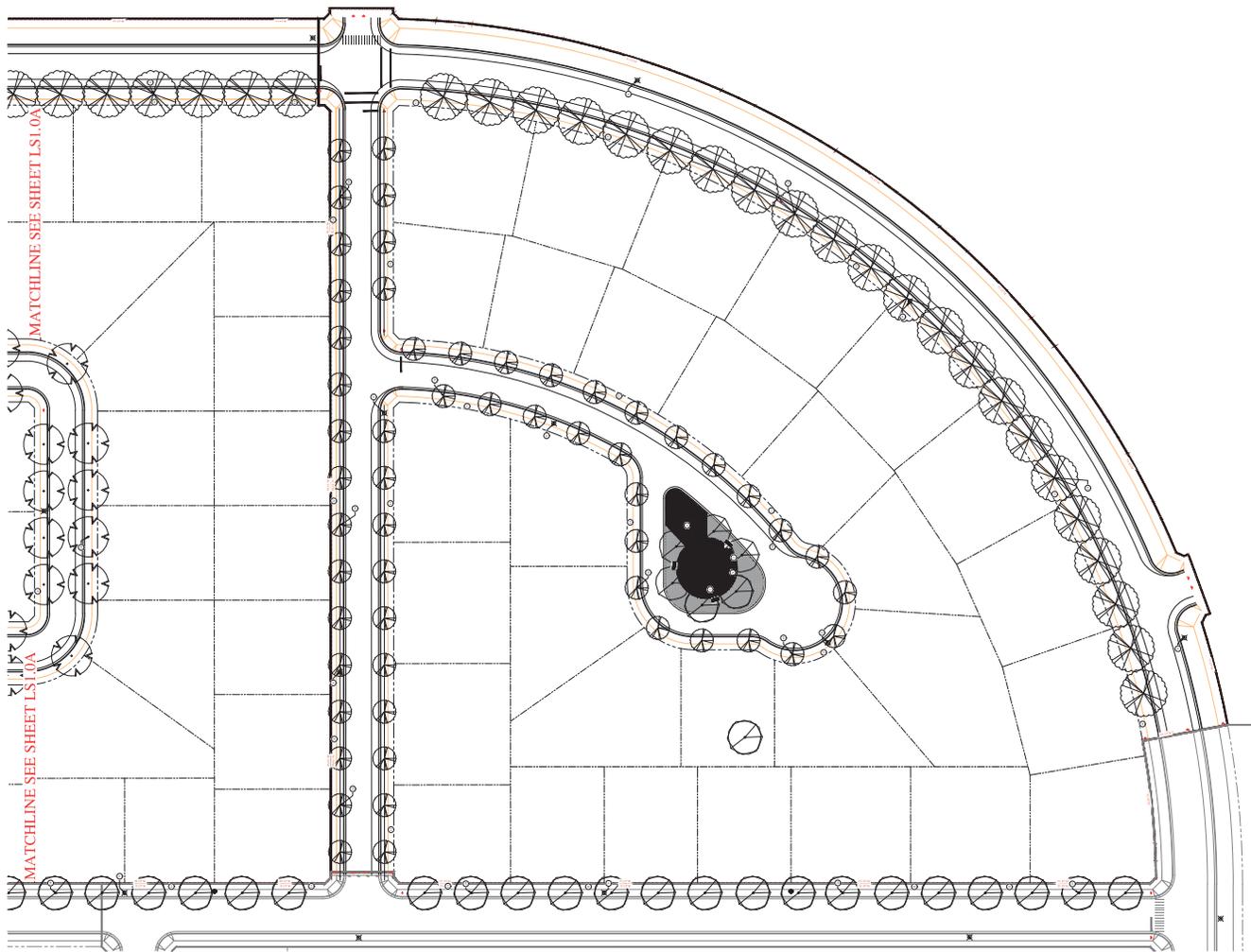
PRELIMINARY PLAN  
NOT FOR CONSTRUCTION

PROJECT: OVERALL PLANTING PLAN

DRAWN BY: NFT  
CHECKED: CBW  
DATE: 5-5-16  
REVISIONS:  
JOB NO. 16-126

SHEET: LS1.0A

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**GENERAL NOTES**

1. SEE SHEET LS1.0A FOR PLANTING LEGEND, PLANT SIZES, PLANT QUANTITIES, PLANTING NOTES AND THE REFERENCE NOTE SCHEDULE.
2. SEE SHEETS LS1.1 & LS1.2 FOR PLANTING DETAILS.
3. SEE SHEETS LS2.1 THRU LS2.42 FOR IRRIGATION DRAWINGS.
4. SEE SHEETS LS4.1 THRU LS4.4 FOR IRRIGATION DETAILS.
5. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
6. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH ADOPTED COMMUNITY AND VILLAGE PLANS. LANDSCAPE SHALL ALSO COMPLY WITH LOCAL, CITY AND STATE CODE AND SHALL FOLLOW AMERICAN ASSOCIATION OF TREE MEN STANDARDS FOR PLANT MATERIALS.
7. ALL BASE AND SITE INFORMATION WAS OBTAINED FROM DR HORTON, AND IS THEREFORE ASSUMED TO BE ACCURATE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED GRADES, PLANT MATERIAL, BUILDINGS, PROPERTY LINES, EASEMENTS, R.O.W.'S, ETC. ON-SITE PRIOR TO CONSTRUCTION AND WILL NEED TO MAKE ON-SITE ADJUSTMENTS AS NECESSARY DURING CONSTRUCTION. BY USE OF THESE PLANS, THE OWNER AND CONTRACTORS AGREE TO HOLD IN-SITE DESIGN GROUP HARMLESS FROM ERRORS IN BASE PROVIDED.
8. CONTRACTOR AND/OR OWNER IS RESPONSIBLE TO VERIFY CORRECT PROPERTY LINES AND MAKE ADJUSTMENTS TO PLAN AS NECESSARY. IN ADDITION, ALL UTILITIES AND/OR EASEMENTS ARE TO BE VERIFIED ON-SITE TO ENSURE NO CONFLICTS EXIST BETWEEN EXISTING UTILITIES, EASEMENTS AND THE PROPOSED LANDSCAPE PLAN.
9. THE OWNER AND CONTRACTOR ARE ULTIMATELY RESPONSIBLE FOR ENSURING LANDSCAPE IS CONSTRUCTED IN A SAFE MANNER THAT WILL NOT CAUSE HARM TO ANY PERSON, STRUCTURE OR OTHER ELEMENTS ON THE SAID PROPERTY OR ADJACENT PROPERTIES.
10. CONTRACTOR SHALL INSPECT ALL DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES FOUND IN THE DRAWINGS, DETAILS OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND IN-SITE DESIGN GROUP PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN WRITTEN FIELD DIRECTIVES FROM IN-SITE DESIGN GROUP STATING PROPER COURSE OF ACTION IF DISCREPANCIES OR ERRORS ARE DISCOVERED PRIOR TO AND DURING CONSTRUCTION.
11. LANDSCAPE AND IRRIGATION PLANS SHALL BE COORDINATED WITH ALL TRADES WORKING ON PROJECT INCLUDING BUT NOT LIMITED TO CONCRETE, ASPHALT AND PAVING, ALL UTILITIES, ETC. ANY CONFLICTS SHALL BE BROUGHT TO ATTENTION OF OWNER AND IN-SITE DESIGN GROUP IMMEDIATELY.

MATCHLINE SEE SHEET LS1.0A

MATCHLINE SEE SHEET LS1.0A



**LEGACY FARMS VILLAGE PLAN 3**  
 PREPARED FOR: DR HORTON  
 SARATOGA SPRINGS, UTAH  
**PRELIMINARY PLAN**  
**NOT FOR CONSTRUCTION**

SHEET TITLE:	OVERALL PLANTING PLAN
DRAWN BY:	NFT
CHECKED BY:	CBW
DATE:	5-5-16
REVISIONS:	
JOB NO.:	16-126



SCALE: 1"=50'-0" ON 22X34 SHEET  
 1"=100'-0" ON 11X17 SHEET

SHEET: **LS1.0B**

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### TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	QTY	SIZE
	ACER TATARICUM TATARIAN MAPLE	12	2" CAL
	BETULA O. FONTINAEUS WESTERN RED BIRCH	3	2" CAL
	CELTIS OCCIDENTALIS COMMON HACKBERRY	45	2" CAL
	CERCIS CANADENSIS EASTERN REDBUD	20	2" CAL
	MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRAB APPLE	13	1.1/2" CAL
	PINUS NIGRA AUSTRIAN BLACK PINE	8	8' TALL
	PLATANUS X A. 'BLOODGOOD' LONDON PLANE TREE	135	2" CAL
	PRUNUS VIRG. 'CANADA RED' CANADA RED CHOKECHERRY	84	2" CAL
	PYRUS CAL. 'CHANTICLEER' CHANTICLEER PEAR	7	1.1/2" CAL
	QUERCUS ROBUR 'FASTIGIATA' PYRAMIDAL ENGLISH OAK	19	1.1/2" CAL
	TILIA CORDATA LITTLELEAF LINDEN	78	2" CAL

### SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME	QTY	SIZE
	BERBERIS THUNBERGII A.N. CRIMSON PYGMY JAPANESE BARBERRY	36	5 GAL
	BUXUS MICROPHYLLA A. 'WINTER GEM' WINTER GEM BOXWOOD	14	5 GAL
	CARYOPTERIS X C. 'DARK KNIGHT' BLUE MIST SHRUB	28	5 GAL
	CORNUS ALBA 'BAILHALO' IVORY HALO DOGWOOD	55	5 GAL
	FORSYTHIA X 'COURTASOL' TM GOLD TIDE FORSYTHIA	76	5 GAL
	PHYSOCARPUS O. 'LITTLE DEVIL' TM DWARF NINEBARK	60	5 GAL
	PINUS MUGO MUGUS 'SLOWMOUND' SLOWMOUND MUGO PINE	56	5 GAL
	POTENTILLA FRUTICOSA 'GOLD DROP' GOLD DROP POTENTILLA	12	5 GAL
	RHUS AROMATICA 'GRO-LOW' GRO-LOW SUMAC	7	5 GAL
	TAXUS BACCATA 'REPANDENS' DWARF SPREADING YEW	76	5 GAL
	TAXUS X MEDIA 'HICKSII' HICKS YEW	8	5 GAL

### PERENNIALS & GRASSES

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	CALAMAGROSTIS X A. 'KARL FOERSTER' FEATHER REED GRASS	561	5 GAL
	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY	180	1 GAL
	MISCANTHUS 'PURPURASCENS' FLAME GRASS	53	2 GAL
	PENNISETUM A. 'KARLEY ROSE' KARLEY ROSE FOUNTAIN GRASS	75	2 GAL

### GROUNDCOVER/LAWN/ROCK

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	DELOSPERMA COOPERI PURPLE ICE PLANT	808	FLAT SQFT
	TURF SOD BIOMEADOW DROUGHT TOLERANT FESCUE BLEND	14,973	SQFT
	TURF SOD 'BIOBLUE' BIOBLUE	93,171	SQFT
	3-4" BEAR LAKE COBBLE	7,706	3-4" SQFT
	GRAY CRUSHER FINES	30,223	3/8" SQFT

### REFERENCE NOTES

1. 'NO MOW-BIOMEADOW' TURF AREA, TYP.
2. SEAT BENCH, SPECIFIED BY OWNER.
3. ROCK MULCH IN PLANTING AREA. 3/8" WASATCH GRAY OR APPROVED EQUAL.
4. ROCK MULCH IN PLANTING AREA. 3-4" BEAR LAKE COBBLE OR APPROVED EQUAL.

5. STEEL EDGING BETWEEN ALL PLANTING AND GRASS AREAS, TYP.
6. BIOBLUE TURF AREA, TYP.
7. 8' WIDE PUBLIC REGIONAL TRAIL, AS PER COMMUNITY AND VILLAGE PLAN GUIDELINES.
8. EARTH BERMING REPRESENTED AS 1' CONTOUR INTERVALS. COORDINATE BETWEEN CIVIL AND LANDSCAPE PLANS. CONTRACTOR TO RECEIVE FINAL APPROVAL OF BERM HEIGHTS AND SHAPES BY LANDSCAPE ARCHITECT, TYP.
9. SITE LIGHTING. COORDINATE LOCATIONS WITH ELECTRICAL, CIVIL, AND LANDSCAPE ARCHITECT CONSULTANTS.

### LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS (INCLUDING FOR TYPICAL UNITS) FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE THE QUANTITIES.
2. INSTALL PLANT MATERIAL PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
3. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
4. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
5. NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO LANDSCAPE INSTALLATION TO ENSURE PROPER WATERING OF ALL LANDSCAPE AREAS. REFER TO IRRIGATION PLANS FOR SPECIFICS.
6. FINE LEVEL ALL LAWN & NO-MOW LAWN AREAS PRIOR TO LAYING SOD. SEE SOD LAYING NOTES FOR MORE INFORMATION. SOD TO BE 100% FROM

- SINGLE GROWER
- STRIPPED AND SCREENED TOPSOIL FROM THE SITE TO BE INSTALLED AT THE FOLLOWING DEPTHS: 6-12" IN ALL NEW PLANTER AREAS AND 4" DEPTH OF TOPSOIL IN ALL NEW LAWN AREAS.
- PLANTER BEDS TO BE EXCAVATED AS NECESSARY TO ALLOW FOR TOPSOIL, AMENDMENTS (IF ANY) AND ROCK MULCH. THE FINISHED GRADE OF LAWN AREAS SHALL BE APPROX. 1" BELOW TOP OF LAWN EDGING, SIDEWALK OR OTHER PAVED AREAS. FINISHED GRADE OF PLANTER AREAS SHALL BE APPROX. 1" BELOW TOP OF CURB, SIDEWALK, OR OTHER PAVED AREAS.
- DEWITT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL ROCK MULCH AREAS. DO NOT INSTALL WEED BARRIER FABRIC UNDER ANNUALS AND GROUNDCOVERS.
- INSTALL PRE-EMERGENT HERBICIDE TO THE TOP OF THE FABRIC AFTER PLANT INSTALLATION AND PRIOR TO INSTALLING MULCH. AFTER MULCH INSTALLATION, THE CONTRACTOR SHALL EVENLY BROADCAST A SECOND

- APPLICATION OF SLOW-RELEASE PRE-EMERGENT HERBICIDE. APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURERS RECOMMENDATIONS.
- TREES LOCATED IN LAWN AREAS SHALL HAVE A GRASS FREE TREE RING AROUND THE BASE. THE GRASS FREE RING FOR FLOWERING TREES SHALL BE 4' DIAMETER AND UP TO 6' DIAMETER FOR SHADE TREES WHERE APPROPRIATE. APPLY 3" DEPTH OF BLACK COMPOST OVER AREA.
- IF HIGH WINDS ARE FREQUENT ON SITE, ALL TREES ARE TO BE STAKED AT THE TIME OF PLANTING. SEE LANDSCAPE DETAILS FOR SPECIFICS. REMOVE STAKING WITHIN FIRST YEAR OR WHEN TREE IS ESTABLISHED.
- FIELD ADJUST LOCATION OF ALL STREET TREES BASED ON ACTUAL LOCATION OF DRIVEWAYS, UTILITIES, ETC.



**LEGACY FARMS VILLAGE PLAN 3**  
 PREPARED FOR: D.R. HORTON  
 SARATOGA SPRINGS, UTAH  
 PRELIMINARY PLAN  
 NOT FOR CONSTRUCTION

PROJECT:	LEGACY FARMS VILLAGE PLAN 3
DATE:	5-5-16
DESIGNED BY:	CBW
DRAWN BY:	NFT
CHECKED BY:	CBW
DATE:	5-5-16
REVISIONS:	
JOB NO.:	16-126
SHEET:	LS1.0C

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# LEGACY FARMS

Village Plan #3

Exhibit 9

**TABLE 5A - 10,000 S.F. LOTS**

DAP	Traditional Neighborhood			
CP	BT-1			
	BT-2			
VP	T2	T3-R	T3	

**TYPICAL LOT CHARACTERISTICS**

Width	90' min.
Depth	100' min.

**PRINCIPLE BUILDING SETBACKS**

Front	16' min.
Side	8' min.
Front - secondary	12' min.
Rear	20' min.
Second Lot Layer	12' min.

**PARKING REQUIREMENT (on site)**

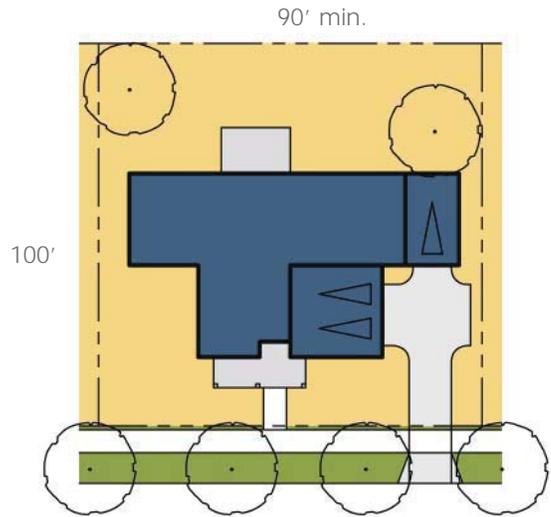
Spaces	2 min.
--------	--------

Notes:

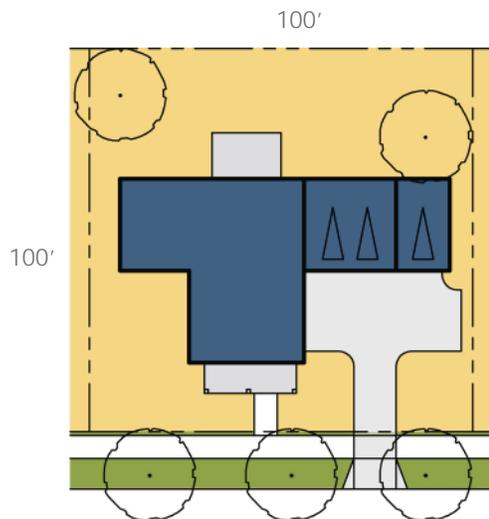
1. Side load exception allowed
2. Garage forward exception allowed

Note:

Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.



10,000 s.f. lot diagram with side load two-car garage and front facing one-car garage (Scale: 1"=50')



10,000 s.f. lot diagram with front facing three-car garage (Scale: 1"=50')

**TABLE 5B- 8,000 S.F. LOTS**

DAP	Traditional Neighborhood					
CP	BT-1					
		BT-2				
			BT-3			
VP	T3-R	T3	T4-R			

**TYPICAL LOT CHARACTERISTICS**

Width	72' min.
Depth	100' min.

**PRINCIPLE BUILDING SETBACKS**

Front	10' min.
Side	5' min.
Front - secondary	2' min.
Rear	15' min.
Second Lot Layer	10' min.

**PARKING REQUIREMENT (on site)**

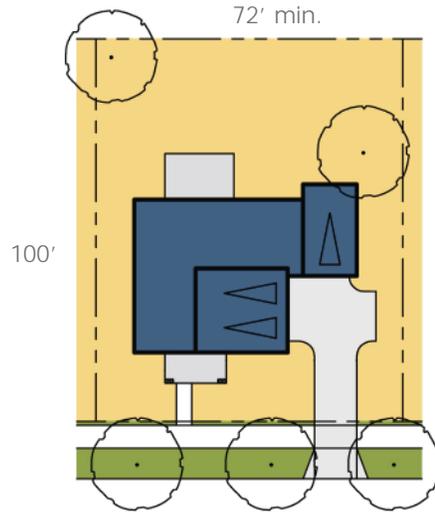
Spaces	2 min.
--------	--------

**Notes:**

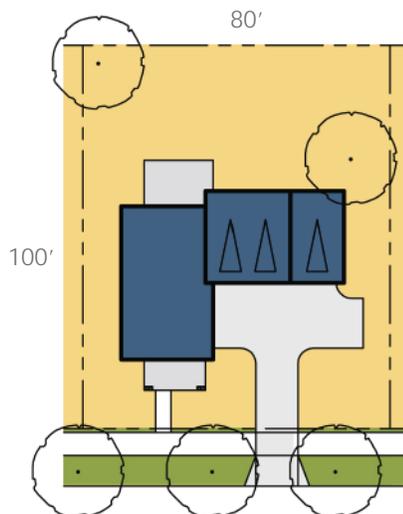
1. Side load exception allowed
2. Garage forward exception allowed

**Note:**

Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.



8,000 s.f. lot diagram with side load two-car garage and front facing one-car garage (Scale: 1"=50')



8,000 s.f. lot diagram with front facing three-car garage (Scale: 1"=50')

# LEGACY FARMS

Village Plan #3

**TABLE 5C - 6,000 S.F. LOTS**

DAP	Traditional Neighborhood				
CP					
	BT-2				
	BT-3				
VP		T3	T4-R	T4	

**TYPICAL LOT CHARACTERISTICS**

Width	60' min.
Depth	85' min.

**PRINCIPLE BUILDING SETBACKS**

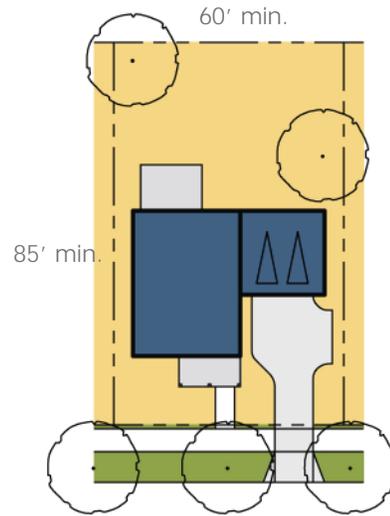
Front	8' min.
Side	5' min.
Front - secondary	5' min.
Rear	12' min.
Second Lot Layer	12' min.

**PARKING REQUIREMENT (on site)**

Spaces	2 min.
--------	--------

Notes:

1. Side load exception allowed
2. Garage forward exception allowed



6,000 s.f. lot diagram  
(Scale: 1"=50')

Note:

Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.

## TABLE 5D - COTTAGE LOTS

DAP	Traditional Neighborhood				
CP					
			BT-3		
			BT-4		
VP			T4-R	T4	T5-R

### TYPICAL LOT CHARACTERISTICS

Width	40' min.
Depth	85' min.

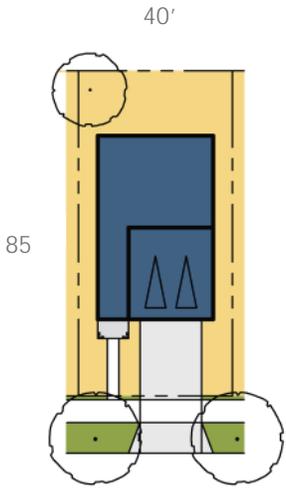
### PRINCIPLE BUILDING SETBACKS

Front	8' min.
Side	5' min.
Front - secondary	2' min.
Rear	10' min.
Second Lot Layer	2' min.

### PARKING REQUIREMENT (on site)

Spaces	2 min.
--------	--------

Notes:  
 1. Garage forward exception allowed



Cottage lot diagram  
(Scale: 1"=50')

Note:  
 Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.

# LEGACY FARMS

Village Plan #3

**TABLE 5E - REAR-LOADED COTTAGE LOTS**

DAP	Traditional Neighborhood				
CP					
		BT-3			
			BT-4		
VP		T4-R	T4	T5-R	

**TYPICAL LOT CHARACTERISTICS**

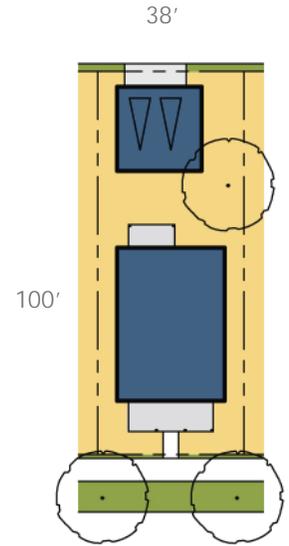
Width	38' min.
Depth	100' min.

**PRINCIPLE BUILDING SETBACKS**

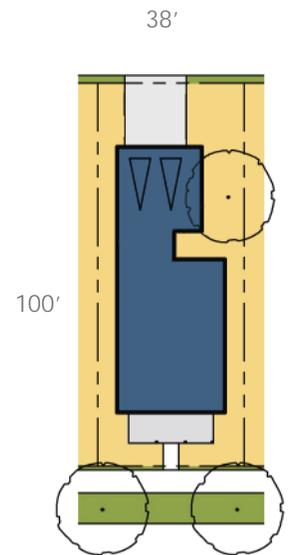
Front	8' min.
Side	5' min.
Front - secondary	2' min.
Rear	13 ft. min. from center line of rear lane
Second Lot Layer	N/A

**PARKING REQUIREMENT (on site)**

Spaces	2 min.
--------	--------



Cottage lot diagram (Scale: 1"=50')



Cottage lot diagram (Scale: 1"=50')

Note:  
 Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.

## TABLE 5F - TWIN HOME LOTS

DAP	Traditional Neighborhood				
CP					
		BT-3			
		BT-4			
VP		T4-R	T4	T5-R	

### TYPICAL LOT CHARACTERISTICS

Width	45' min. (90' min. paired)
Depth	86' min.

### PRINCIPLE BUILDING SETBACKS

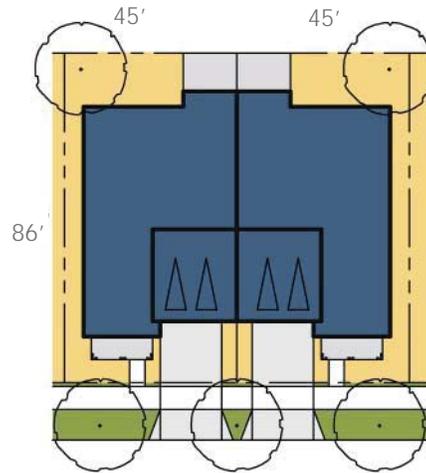
Front	8' min.
Side	5 ft. min detached / 0 ft. attached side
Front - secondary	2' min.
Rear	8' min.
Second Lot Layer	4' min.

### PARKING REQUIREMENT (on site)

Spaces	2 min.
--------	--------

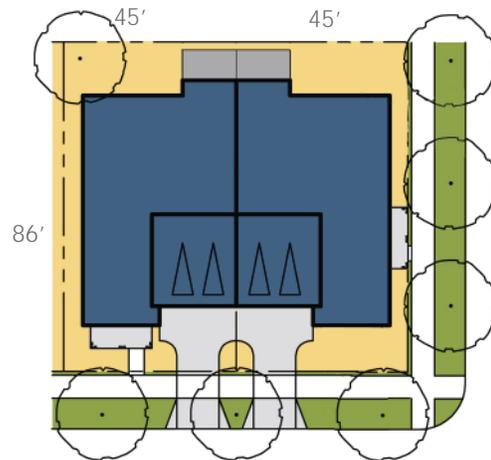
Notes:  
1. All twin homes have 20' min. length driveways

A.



Twin Home lot diagram (mirror)  
(Scale: 1"=50')

B.



Twin Home lot diagram (corner wrap)  
(Scale: 1"=50')

Note:  
Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.

# LEGACY FARMS

Village Plan #3

**TABLE 5G - SHARED LANE TOWNHOMES**

DAP	Traditional Neighborhood			
CP				
			BT-3	
			BT-4	
VP		T4-SL	T4	

**TYPICAL LOT CHARACTERISTICS**

Width	25' min.*
Depth	78' min.

**PRINCIPLE BUILDING SETBACKS**

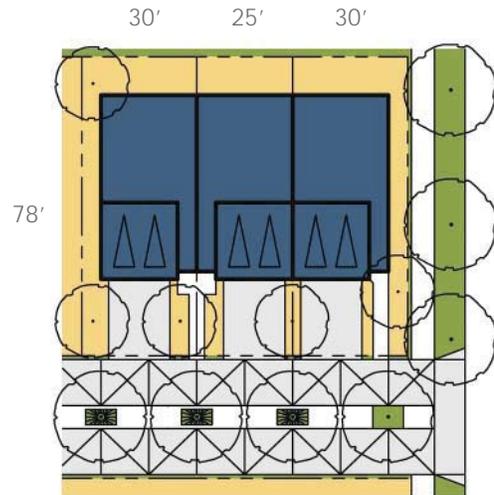
Front	20' min.
Side	5 ft. min detached / 0 ft. attached side
Front - secondary	5' min.
Rear	Per Code
Second Lot Layer	N/A

**PARKING REQUIREMENT (on site)**

Spaces	2 min.
--------	--------

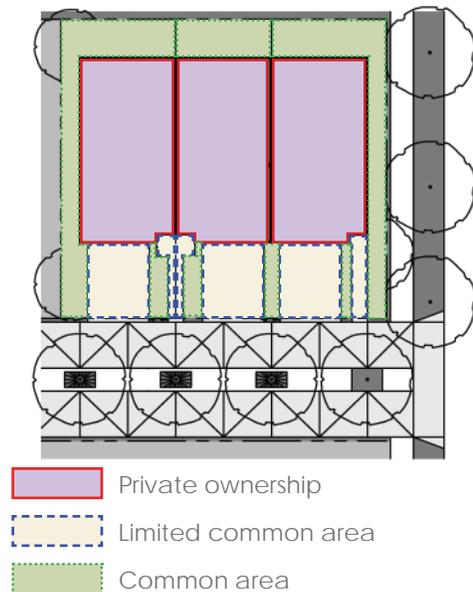
\* Lot width for multifamily and attached products refers to the width of the individual unit, not the width of the entire building.

Note:  
 Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.



Townhome lot diagram  
 (Scale: 1" = 50')

Townhome ownership diagram



- Private ownership
- Limited common area
- Common area

Lot coverage criteria in Table 3 includes private ownership, limited common, and common area

## TABLE 5H - REAR-LOADED TOWNHOMES

DAP	Traditional Neighborhood			
CP				
			BT-3	
			BT-4	
VP			T4	T5-R

Note:

Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.

### TYPICAL LOT CHARACTERISTICS

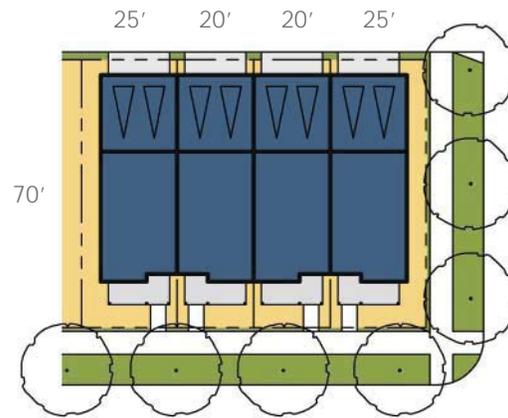
Width	20' min.*
Depth	70' min.

### PRINCIPLE BUILDING SETBACKS

Front	10' min.
Side	5 ft. min detached / 0 ft. attached side
Front - secondary	5' min.
Rear	5' min.
Second Lot Layer	N/A

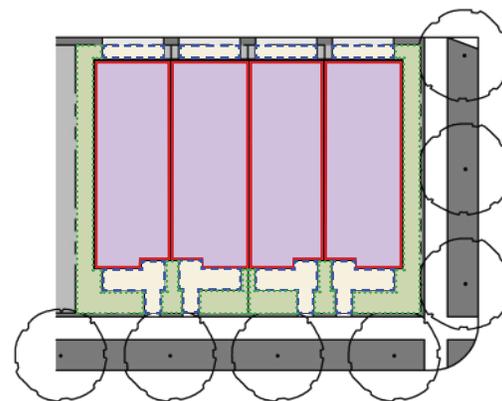
### PARKING REQUIREMENT (on site)

Spaces	2 min.
--------	--------



Rear-Loaded Townhome lot diagram  
(Scale: 1"=50')

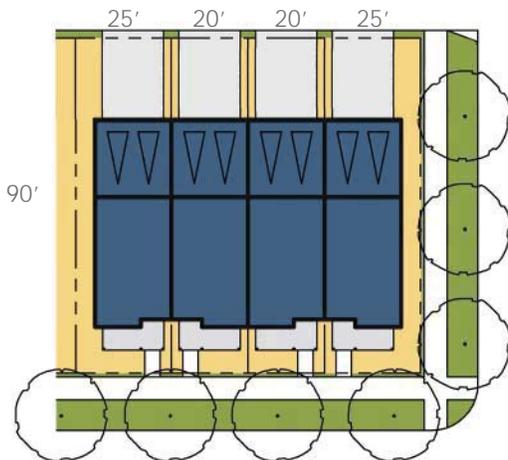
Townhome ownership diagram



- Private ownership
- Limited common area
- Common area

Lot coverage criteria in Table 3 includes private ownership, limited common, and common area

\* Lot width for multifamily and attached products refers to the width of the individual unit, not the width of the entire building.



Rear-Loaded Townhome lot diagram  
(Scale: 1"=50')

# LEGACY FARMS

Village Plan #3

**TABLE 5I - URBAN TOWNHOMES**

DAP	Traditional Neighborhood			
CP				
			BT-3	
			BT-4	
VP			T4	T5-R

**TYPICAL LOT CHARACTERISTICS**

Width	20' min.*
Depth	58' min.

**PRINCIPLE BUILDING SETBACKS**

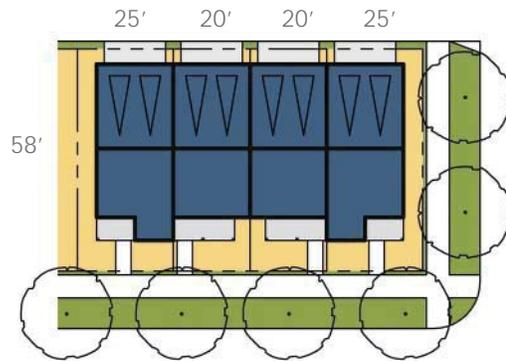
Front	8' min.
Side	5 ft. min detached / 0 ft. attached side
Front - secondary	5' min.
Rear	5' min.
Second Lot Layer	N/A

**PARKING REQUIREMENTS (on site)**

Spaces	2 min.
--------	--------

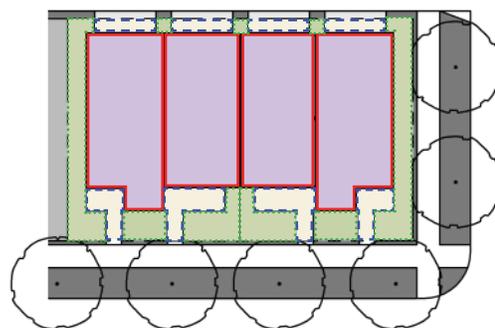
\* Lot width for multifamily and attached products refers to the width of the individual unit, not the width of the entire building.

Note:  
Guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways. Required guest parking may not be impacted by snow storage.



Urban Townhome lot diagram  
(Scale: 1"=50')

Townhome ownership diagram



- Private ownership
- Limited common area
- Common area

Lot coverage criteria in Table 3 includes private ownership, limited common, and common area

**Motion passed 5-1.****5. Public Hearing: Preliminary Plats for Legacy Farms Village Plans 3A-E, generally located at 137 E. Legacy Parkway. D.R. Horton Applicant.**

City Planner Kara Knighton presented the plats. The application contains preliminary plats for a total of 196 units and ~14 nonresidential ERUs. The 196 single-family and multi-family units are below the potential maximum of 304 Residential units approved in VP3. She noted the arrangement of the north area is different but the unit numbers remain the same. Additional suggested conditions are 1. No units shall be sold until the FIRM map revision is finalized. 2. Alternate addresses shall be placed on corner lots prior to Final Plat approval.

Commissioner Steele commented that there are horizontal improvements in the flood plain. But that hasn't been voted on by them yet. Where does that put us in infrastructure, there is a good bit in the flood plain. City Attorney Thurman thought it was fine because we are placing conditions on it. By the time it comes imperative they meet the condition at that point they will meet it, staff will verify it. You could say conditioned on the Community Plan Amendments. Planning Director Gabryszak noted that there is already a recommended condition that they not sell lots. This is for the preliminary plats. The final plats still have to go through staff approval project. You have already approved plats in previous Village Plan's under the knowledge that they couldn't build anything until it was taken out of the flood plains. Commissioner Williamson commented that we then may not need that condition as it was in the Community Plan. City Attorney Thurman said that would be fine, the Community Plan governs development.

Commissioner Funk asked about the lots that would be kept at 8000 sq. ft. Planning Director Gabryszak responded that those lots would remain at 8000 sq. ft. but they are being identified as 6000 because of different width standards. They now comply with the 8000 sq. ft. standard. Commissioner Funk commented that his other concern is that the lot lines in a few spots don't go to the corners, it seems to be preferred by owners.

**Motion made by Commissioner Williamson based on the discussions today he moves to forward a positive recommendation to the City Council for the Legacy Farms Plats [3A, 3B, 3C, 3D, and 3E] with the Findings and Conditions in the Staff Report. With the addition of the alternate address condition in the power point. (Alternate addresses shall be placed on corner lots prior to Final Plat approval.) Seconded by Commissioner Kilgore.**

**Aye: Brandon MacKay, David Funk, Hayden Williamson, Troy Cunningham, Ken Kilgore.**

**Nay: Sandra Steele.**

**Motion passed 5-1.**

Commissioner Steele noted she voted nay to be consistent with her vote on the previous item concerning flood plains.

Commissioner Funk is voting yes because the other motion passed.

A short break was taken at this time.

**6. Work Session: Accessory Dwelling Units Code Amendments.**

Planning Director Gabryszak presented the proposed changes. On July 28, 2016, the Planning Commission discussed Accessory Dwellings and provided feedback on the potential code. The Planning Commission discussed the need to further regulate the maximum size of dwelling units, as 1/3 of the primary structure could lead to a large accessory dwelling, and adding Education Leave to the list of qualified reasons of a temporary absence. There was some interest in limiting the number you could have in a neighborhood or block, is it sort of picking winners and losers. You don't see that many typically anyway. She is currently working on the Affordable Housing Update. A law student that looked at prop 6 and its impact on affordable housing noted that it could go one way or another depending on case law. If we are allowing other types of affordable housing like ADUs it could be ok. They will be having a work session with



**Rezone, General Plan Amendment, Community Plan, Master Development Agreement**

**Mt. Saratoga**

**Tuesday, September 6, 2016**

**Continued from August 16, 2016**

Report Date: Thursday, September 1, 2016  
 Applicant: Edge Homes, LLC  
 Owners: DCP Saratoga LLC, Capital Security Mortgage, Jan Wilkins, Mt Saratoga LLC  
 Location: ~1200-1900 West, between Pony Express Parkway and SR 73  
 Major Street Access: State Road 73, Pony Express Parkway  
 Parcel Number(s) & Size: Size: ~688 acres  
 580330243, 580330329, 580330208, 580330328, 580330288,  
 580340442, 580340289, 580340347, 580340312, 580340313,  
 580340360, 580340441, 580340359, 580340355, 580340372,  
 580340333, 580340357, 580340323, 580340324, 580340340,  
 580340341, 580340230  
 Parcel Zoning: R-3  
 Adjacent Zoning: R-3, RR, RA-5  
 Current Use of Parcel: Vacant  
 Adjacent Uses: Residential, Agricultural, undeveloped  
 Previous Meetings: PC Work Session 1/14/16  
 CC Work Session 2/2/16  
 PC Public Hearing 7/2/16  
 Previous Approvals: None  
 Land Use Authority: City Council  
 Type of Action: Legislative  
 Future Routing: None  
 Author: Sarah Carroll, Senior Planner

**A. Executive Summary:**

The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC). They are also requesting approval of a Community Plan (CP) and Master Development Agreement (MDA) to master plan approximately 688 acres of property for residential and commercial uses. The CP lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council

meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization.

**Recommendation:**

**Staff recommends that the City Council conduct a public hearing on the applications, take public comment, review and discuss the proposal, and choose from the options in Section I of this report.** Options include approval with conditions, continuing the item for additional information, or denial.

- B. Background:** The property is currently zoned R-3, Low Density Residential and was previously approved to be developed as a Planned Unit Development (PUD). The previous Master Development Agreement was approved in 2004 and was valid for 8 years, expiring on January 28, 2012. In 2008, an application was received to revise the approved MDA, but did not progress due to market conditions at that time. In 2013, changes were made to the Land Development Code to prevent the PUD from being used for future development.

The subject property is a hillside area with sensitive lands and slopes greater than 30 percent. The applicant would like to cluster housing types and preserve sensitive lands and that type of flexibility is now offered in the Planned Community District Zoning. The proposed MDA is intended to reinstate and amend the MDA that expired in 2012.

The Planning Commission held a work session on January 14, 2016 and the City Council held a work session on February 2, 2016. Minutes from those meetings are attached.

Based on the feedback received at these work sessions the applicant had reduced the proposed number of units from 2,649 to 2,553 for the August 16<sup>th</sup> City Council meeting and added two-family and three-family units to reduce the number of multi-family units. Two-family and three-family units were not included in the referendum.

New Information:

The City Council held a work session with the applicant on August 30, 2016 and made several suggestions that are included and attached in the revised plan. The applicant has left the open space ownership up for discussion and is requesting that that City own and maintain the Community Park of ~201 acres.

The revisions include:

- Pg. 2
  - The total unit count has been reduced to 2,400 units, and 27% multi-family
  - The overall density is now 3.52 units per acre (681.13 net acres residential/civil)
  - The community park is now 201 acres (previously 205 acres). The total open space is 219.62 acres (31.9%)
- Pg. 5
  - Indicates the density is 3.75, but that has been reduced to 3.52

- The commercial property has been designated as Regional Commercial (previously Community Commercial, but there was a concern that the Community Commercial zone does not yet exist)
  - Church and civic site are clarified
- Pg. 6-8
  - Village 5 Neighborhood 3 was previously 350 condos and has been reduced to 183 Flex Residential units (-167 units).
  - Village 5 Neighborhood 1 increased from 166 to 200 units (+34 units).
  - Village 3 Neighborhood 2 increased from 186 to 201 units (+15 units)
  - Village 3 Neighborhood 3 increased from 167 to 182 units (+15 units)
  - Village 1 Neighborhood 5 was shown as 50 units or an elementary school and now shows only an elementary school (-50 units).
  - All other Neighborhoods have the same unit count as the previous plan
  - Potential church sites are now shown on the plan (5 sites).
- Pg. 9
  - Numbers updated per page 10
  - Pg. 10 numbers of amenities reduced because 350 condos were removed – removed amenities associated with V5N3
- Pg. 11
  - Powerline corridor trails called out as natural dirt surfaces, and connectivity will be provided to Eagle Mountain paralleling trails
  - Pg. 14
  - Consolidated park areas, so all manicured areas are above 5 acres, parks are 5.56-13.96 acres
- Pg. 15
  - Detail changed for powerline corridor trails.
  - Possible road connections shown to Eagle Mountain (pg. 8 also)
- Pg. 16
  - Note added that this is intended to be open space phasing only
  - Pg. 20
  - Added more detail about the buffer exception requests (area 1,2,3 updated)
  - Added requirement for 110' deep lots adjacent to Pony Express Parkway
- Pg. 21
  - ERU transfer, #7 changed. No net increase in ERU if church/school sites change or move
  - Removed ERU numbers related to use types to eliminate confusion
- Pg. 25
  - Updated graphic to match amenity package as well as showing a road leading over to Eagle Mountain
- Pg. 39
  - Mt. Saratoga – trails on both sides
  - Talus Ridge Blvd – trail on one side, sidewalk on the other
- Pg. 40
  - Added a section of phasing Mt Saratoga Blvd

- Pg. 41
  - Added a graphic to display Mt Saratoga Blvd Phasing
- Pg. 42
  - Graphic for “63’ collector” needs to be updated to show a trail on one side (this is for Talus Ridge Blvd)
- Pg. 43
  - Added to the note that they will be working with MAG on the cross section
- Pg. 47
  - A Master HOA will be in charge of the park strips along Mt. Saratoga Blvd and Talus Ridge Blvd.
  - Requesting that the City take all of the parks and trails in the Community Park, 201 acres
- Pg. 50
  - If trees are removed they are required to be replaced according to Code.
- Pg. 51
  - Listed minimum lot size by Village, and average lot size by neighborhood
  - Village 5 Neighborhood 2, minimum of 12,000 on eastern edge
  - Village 5 Neighborhood 3, minimum of 10,000 on eastern edge
  - Added clarification to two and three-family lot frontage
- Pg. 52
  - Increased driveway to 20’ (previously 18’)
  - Parking, changed to 1 enclosed (previously 1 covered), clarified tandem parking
  - Clarified MF stacked and townhomes
  - Requesting a height of 40’ for stacked units (this matches the R-14 zone), previously 45’
- Pg. 53
  - Perimeter buffering needs to be increased to 20’, unless buffer has been reduced.

**C. Specific Request:**

The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space as shown in the Community Plan and summarized below:

Total acres: 687.93  
 Community Commercial acreage: ~~7.50~~6.80  
 Residential/Civic acreage: ~~445.45~~462.13  
 Open space acreage: ~~234.98~~219.62 (34.231.9% of overall acreage)  
 Residential units: ~~2,553~~2,400

Density is based on the overall project area minus the commercial acreage which results in ~~2,553~~ 2,400 units within ~~680.43~~681.13 acres and equates to ~~3.753~~3.52 units per acre. Product type is broken down as follows:

Single family units: 988 (~~3941~~%)

Single family units in flex neighborhoods: ~~285-383~~ minimum (~~1116~~%)  
Two and three family units in flex neighborhoods: ~~284-383~~ maximum (~~1116~~%)  
Multi-family units: ~~996-646~~ (~~3927~~%) 216 townhomes, 430 condominiums max

The applicant is requesting approval of a rezone from R-3 to PC and a general plan amendment from Low Density Residential to Planned Community. They are also requesting approval of the proposed Community Plan and Master Development Agreement.

A brief outline of items in the CP that the City Council may wish to discuss further include, but are not limited to the following:

- The Community Plan includes some street designs for hillside areas that have been reviewed by the Development Review Committee (DRC) and the Fire Chief. These include a 2000' block length and a 750' cul-de-sac in hillside areas as identified in the CP. Staff has reviewed these and finds them acceptable in limited hillside locations as identified in the CP in order to avoid vast cuts in the hillside.
- ~~A 63' cross section is proposed for a portion of Talus Ridge Blvd that is adjacent to an area with 30% slopes. This results in a sidewalk adjacent to the homes, but not adjacent to the steep slopes. The DRC has reviewed this request and finds it acceptable, a sidewalk that is not abutting homes would not see any snow removal or the City would be responsible.~~
- The Design Guidelines outline proposed lot sizes, setbacks, architectural styles, etc.
- ~~The Design Guidelines specify two categories for multi-family, but it is not clear in which situations these would be applied. It is most likely for attached versus stacked units.~~
- Hillside standards are included in the CP; staff would like to propose these standards city-wide for hillside developments and a Code Amendment is anticipated to do so.
- There are some 30% slopes shown in the CP that are proposed to be graded subject to further review under future applications. These areas included manmade areas, a portion of a drainage channel and areas one-half acre or smaller.
- The applicant is requesting a waiver to the 20' buffer strip in some locations as outlined later in this report.
- Phasing of open space and amenities is proposed and outlined in the CP.
- Open space proposals are included and match the pending open space ordinance; the proposed points exceed the requirements of the pending open space ordinance.
- The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer
- The applicant is asking that the City maintain the park strips along the arterial and collector in locations where no lots front the street.
- The applicant is asking for impact fee credits for the 205-201 acre community park.

#### D. Process:

##### **General Plan Amendment and Rezone**

Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment; first is a formal review of the request by the Planning Commission in a public

hearing, with a recommendation forwarded to the City Council. The City Council then holds a public hearing and is the land use authority.

### **Community Plan**

Section 19.26 of the Code describes development in the PC zone:

- (a) For a large-scale planned community district, an overall governing document is first approved, known as the District Area Plan (Section 19.26.13).
  - *The property does not exceed 2000 acres, therefore no DAP is required.*
- (b) A Community Plan is then proposed and approved (Sections 19.26.03-19.26.08). The Community Plan lays out the more specific guidelines for a sub-district within the DAP.
  - *The applicant has proposed a Community Plan for the entire property, which plan contains proposed guidelines for the property.*
- (c) Following and / or concurrently with the Community Plan, a Village Plan is proposed and approved (Sections 19.26.09 – 19.26.10). The Village Plan is the final stage in the Planned Community process before preliminary and final plats, addressing such details specific to the sub-phase as open space, road networks, and lots for a sub-phase of the Community Plan.
  - *The applicants are not yet proposing their first Village Plan(s); such plan(s) will come at a later date and be reviewed according to 19.26 of the Code and also according to the standards in any approved Community Plan.*

The approval process for the Community Plan includes:

1. A public hearing and recommendation by the Planning Commission (*held July 28, 2016*).
2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which addresses Code amendments / rezones and requires hearings with the Council.)

The Community Plan and MDA will vest the property in terms of density and general configuration and overarching themes and standards, however future approvals of Village Plans and subdivision plats will be required prior to beginning construction. Both of these approvals require Planning Commission and City Council review, and will provide the public additional opportunities to review the plans and provide input as specific subdivision layouts and phasing plans are proposed and finalized.

- E. Community Review:** This item was noticed as a public hearing in the *Daily Herald*; and mailed notices sent to all property owners within 300 feet prior to the public hearing with the Planning Commission and prior to the public hearing with the City Council on August 16, 2016. At the July 28, 2016 public hearing with the Planning Commission members of the public commented and voiced concerns; minutes from that meeting are attached.

[The City Council held a public hearing on August 16, 2016. Minutes from that meeting outline the concerns voiced by the public and are attached.](#)

- G. General Plan:** The applicant is requesting a general plan amendment from Low Density Residential to Planned Community.

**Land Use Designation**

The applicant is requesting approval of a rezone and General Plan Amendment to designate the property as Planned Community. The Planned Community Land Use Designation is described in the General Plan below:

Planned Community. The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The property exceeds 500 acres in size, and thus qualifies for consideration under the PC zone and designation. The proposal includes a Community Plan that contains regulations for the development of the property.

Staff analysis: if the rezone and GP amendment are approved the CP and MDA will be consistent with the Planned Community Land Use Designation.

**Density**

The proposed density is ~~3.75~~3.52 units per acre. The Planned Community Zone does not identify a specific density; densities are approved and managed by the governing Community Plan.

**Proposition 6**

Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. Multi-family is limited to a maximum of 27%; the specific language is as follows:

- (a) require 73% of the dwelling units to be single family, detached housing;
- (b) limit single family units with a common wall and single story to no more than 11% of the dwelling units in the City;
- (c) limit multi-family, single story units to no more than 7% of the total dwelling units;
- (d) limit multi-family units with two stories to no more than 11 % of the dwelling units; and
- (e) limit multi-family units with more than two stories to no more than 2% of the dwelling units.

On July 21, 2016, staff updated the review of housing types. Based on the recorded developments, ~79.91% of the recorded lots/units are single family detached units; ~9.58% are

multi-family two stories; ~8.93% are multi-family more than two stories. While (d) and (e) above have been exceeded, the overall count for multi-family does not exceed 27%.

The proposed community plan specifies that ~~39~~27% of the units are intended to be multi-family, with the remainder in single family and flex neighborhoods (single, two, and three-family units). The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected and would fall under (d) and (e) above. While the limit in the General Plan for these unit types has been exceeded, the Planning Commission and City Council may consider permitting them, in this case, for several reasons:

- The General Plan is advisory, and with a finding of good cause, the Land Use Authority may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of hillside areas and sensitive lands, large-scale infrastructure, and vast amounts of open space and an amenities schedule that exceeds the expectations of the pending open space ordinance.
- The items outlined below result in a unique project that does not exceed an overall density of ~~3.75~~3.52 units per acre.
- The proposed CP includes major infrastructure including, but not limited to, a collector road connecting SR73 and Pony Express Parkway, improvements on arterial roadways, a water tank, a secondary water pond, storm drain and sewer infrastructure as outlined in the CP.
- The proposed CP includes ~~234.98~~219.621 acres of open space (~~34.23~~1.9% of overall acreage) and over 11 miles of trails; of which ~~~201~~205 acres is proposed to be public open space and includes ~~~30~~38.57 acres of improved open space.
- An amenities schedule to accommodate the needs of the projected population.
- The MDA is intended to modify and extend the MDA that was approved in 2004. The 2004 MDA included 524 Multi-family units.
- An application to amend the 2004 MDA was submitted in 2008, prior to Proposition 6, which was not fully processed and remained open and active. That application included a request for 574 multi-family units.
- The previous applications were PUD's which are no longer allowed by Code.
- The CP and MDA codify an application that was submitted prior to Proposition 6 (in 2008), which application also included multi-family units.
- Within the project ~~~70~~5.42 acres out of ~688 acres is indicated for multi-family units; this is ~~~100~~.8% of the land area within the project.
- The majority of the project acreage will be open space, single-family, two-family, and three-family units consistent with the intent of the Proposition.

Staff analysis: consistent. The Land Use Authority may consider a proposal that exceeds the limits of the general plan if good cause is found. The CP contains proposals that will be a public benefit including preservation of hillside areas and sensitive lands, large-scale infrastructure, ~32% open space, and an amenities schedule that exceeds the expectations of the pending open space ordinance. ~~~205~~201 acres are proposed to be public open space; including ~11 miles of trails

and ~~~30~~<sup>38</sup> acres of open space to be improved by the developer. The majority of the project acreage is proposed for open space, single-family, two-family, and three-family development and is consistent with the intent of Proposition 6. Therefore, if the General Plan is amended then the MDA and CP will be generally consistent with the General Plan.

#### H. Code Criteria:

##### **Rezone and General Plan Amendments**

Rezoning and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests. Therefore, the Code criteria below are provided as guidelines, and are not binding requirements.

Section 19.17.04 outlines the requirements for both a Rezone and a General Plan Amendment, and states:

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

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

***Consistent.*** *The application conforms to the Planned Community category identified in the General Plan.*

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

***Consistent.*** *The CP outlines that multi-family neighborhoods are located near the major roadways as to limit the impacts on single-family and flex neighborhoods. The project includes arterial roadways, the extension of Talus Ridge Blvd, per the City's Transportation Master Plan, major infrastructure and ~32% open space including ~11 miles of trails and ~30 acres of developed park space. Guidelines are included for ridgeline development to minimize the visual impact from other locations in the City and design standards are included. Village Plans have not yet been submitted and will allow for a more detailed review of each neighborhood.*

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

***Consistent.*** *The application is consistent with the expired approval in that the R-3 PUD designation allowed for a maximum of 4 units per acre; the CP proposes 3.75 units per acre. The Planned Community zone is intended for projects over 500 acres and allows flexibility and clustering that is not currently described in any other zone. The Planned Community designation is characterized by a mixture of land uses and housing types.*

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

**Consistent.** *The applicant is keeping an overall density of ~~3.75~~3.52 units per acre, only placing higher densities on a small portion of the property (~~~10~~0.08%); this density is the result of preserving ~32% of the project area as open space. The CP also includes an amenities package that exceeds the requirements of the pending open space ordinance and includes ridgeline development guidelines, design guidelines, theming, and large scale infrastructure and roadway improvements.*

## **Community Plan**

### **Section 19.26.06 – Guiding Standards of Community Plans**

The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.  
**Staff finding: complies.** *The Community Plan contains general densities and locations, capped at an overall maximum density.*
2. Equivalent Residential Unit Transfers.  
**Staff finding: complies.** *The Community Plan contains a maximum of 2,553 units, and a provision for density to be transferred between Village Plans within the development area. The proposed transfers include a 20% limitations as allowed by Title 19.26.*
3. Development Standards. Guiding development standards shall be established in the Community Plan.  
**Staff finding: complies.** *The Community Plan contains standards and regulations to govern the development within future Village Plans and then subdivision plats and site plans. The majority of the project will be subject to the standards in the Development Code, with some items such as density, lot size, setbacks, and architecture governed more specifically in the Community Plan.*
4. Open Space Requirements.  
**Staff finding: complies.** *The Code requires 30% of the project to be placed in protected open space. The applicant is proposing a plan that meets this requirement, per the proposed Community Plan definitions of allowable open space and in accordance with the limitations in Section 19.26 of the Code.*
5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.

- a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.
- b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

**Staff finding: up for discussion.** *Much of the plan complies, and in portions the applicants have requested a waiver to this requirement (see page 20, Exhibit 26). The waiver is requested where single family lots are proposed adjacent to the periphery.*

### 19.26.07 – Contents of Community Plans

The items summarized below are required to be part of a Community Plan:

- 1. Legal Description. **Provided**
- 2. Use Map. **Provided**
- 3. Buildout Allocation. **Provided**
- 4. Open Space Plan. **Provided**
- 5. Guiding Principles. **Provided**
- 5. Utility Capacities. **Provided – see Engineering staff report**
- 6. Conceptual Plans. Other elements as appropriate - conceptual grading, wildlife mitigation, open space management, hazardous materials remediation, fire protection. **Provided.**
- 8. Additional Elements.
  - a. responses to existing physical characteristics of the site **Provided**
  - b. findings statement **Provided**
  - c. environmental issues **Basic information provided**
  - d. means to ensure compliance with standards in Community Plan **Provided**
- 9. Application and Fees. **Provided**

### 19.26.05 – Adoption and Amendment of Community Plans

The criteria for adoption of a Community Plan are below:

- a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;

**Staff finding: consistent.** *See Section G of this report.*

- b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;

**Staff finding: complies.** *The General Plan does not identify ERUs or square footage for the Planned Community designation, and the overall density proposed carries forward the allowable range under the existing Low Density Residential PUD land use. Square footages of commercial development will be guided by the pending*

*Community Commercial zone.*

- c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;

**Staff finding: up for discussion.** *The proposed standards will guide the development and will permit the proposed densities and maintain quality of design (see Design Guidelines, pg. 51-53 of CP). During the work sessions the PC and CC had concerns with the proposed minimum lot size of 2,500 square feet and suggested more variety. The minimum lot sizes now range from 3,500 to 5,000 square feet with an indication that “more appropriate site specific standards will be established at the Village Plan level”.*

- d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;

**Staff finding: up for discussion.** *Village 5 Neighborhood 3 is proposed for multi-family development and is adjacent to an existing Rural Residential development. However, there is a 100’ wide powerline corridor between these developments and the CP includes standards for ridgeline development. The other two multi-family developments are not adjacent to existing development and are located with direct access to an arterial roadway.*

- e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;

**Staff finding: pending.** *The applicants are working with engineering to ensure that adequate infrastructure can be provided, and identifying appropriate mitigation as necessary. The impacts of City-wide growth on public safety are evaluated by the City Council on an annual basis to determine staffing needs.*

- f. is consistent with the guiding standards listed in Section 19.26.06; and

**Staff finding: up for discussion.** *The application complies with standards 1-4, however the project is requesting a partial exemption from standard 5 as outlined on page 8 of this report (this is regarding the 20’ periphery setback).*

- g. contains the required elements as dictated in Section 19.26.07.

**Staff finding: complies.** *The application contains the required items.*

**Master Development Agreement**

Section 19.26.11 requires a Master Development Agreement, subject to the legislative discretion of the City Council. Approval shall generally conform to and include by reference, if appropriate, the requirements found in Section 19.13.06 (now 19.13.07), except for the plat, site plan, and CCR’s or elevations are not required until later.

19.13.07(2) outlines the requirements for the contents of an MDA. The proposed MDA includes the required contents listed in this section; except that bond documents are not practical at this particular stage of development and will be required with each preliminary plat. If the City Council adds requirements, the MDA will be updated to include those requirements.

**I. Recommendation and Alternatives:**

**Staff recommends that the City Council discuss the applications and choose from the options below.**

**OPTION 1: APPROVAL WITH CONDITIONS**

*(Separate motions are provided for the Rezone and GPA and for the CP and MDA)*

Motion for Rezone and General Plan Amendment:

“Based upon the information and discussion tonight, I move to approve the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community (PC) for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:”

**Findings**

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

**Conditions:**

1. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
  2. Any other conditions added by the City Council: \_\_\_\_\_
- 

Motion for Community Plan and Master Development Agreement:

“Based upon the information and discussion tonight, I move to approve the Community Plan and Master Development Agreement for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:”

**Findings**

1. The Community Plan and Master Development Agreement are consistent with the General Plan, as articulated in Section G of the staff report, which section is hereby incorporated by reference.
2. The Community Plan and Master Development Agreement are consistent with the Land Development Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

**Conditions:**

1. All requirements of the City Engineer shall be met.
2. All other Code requirements shall be met.
3. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
4. The errors noted on pages 2 and 3 of this staff report shall be corrected in the CP.
5. Any other conditions articulated by the City Council: \_\_\_\_\_

**OPTION 2: CONTINUANCE**

The City Council may choose to continue the application. “I move to **continue** the [Rezone, General Plan Amendment, Community Plan, MDA] for Mt. Saratoga to the [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

**OPTION 3: NEGATIVE RECOMMENDATION**

The City Council may choose to forward a negative recommendation:

“Based upon the information and discussion tonight, I move to **deny** the Rezone, General Plan Amendment, Community Plan, and Master Development Agreement for the Mt. Saratoga project, based on the Findings below:

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

“I also move to deny the Mt. Saratoga Community Plan and MDA based on the Findings below:

1. The applications are not consistent with the General Plan, as the current designation is Low Density Residential and not Planned Community.
2. The applications do not comply with Section 19.04 of the Development Code, regarding Land Use Zones, specifically:
  - a. the request exceeds the allowed density in the R-3 zone.
  - b. there are proposed uses that are not allowed in the R-3 zone; and

- c. setbacks, lot widths, lot sizes, and other development standards are not consistent with the R-3 zone; and
  - d. Community Plans are not permitted in the R-3 zone.
3. The MT Saratoga Community Plan and MDA do not further the general welfare of the residents of the City, as articulated by the City Council: \_\_\_\_\_

**J. Exhibits:**

1. City Engineer's Report
2. Location & Zone Map
3. General Plan Map
4. PC Work Session Minutes 1/14/16
5. CC Work Session Minutes 2/2/16
6. PC Minutes 7/28/16
7. [CC draft minutes 8/16/16](#)
8. Proposed Community Plan
9. Proposed Master Development Agreement

# City Council Staff Report

**Author:** Gordon Miner, City Engineer

**Subject:** Mount Saratoga

**Date:** August 8, 2016

**Type of Item:** Community Plan, General Plan Amendment &  
Rezoning, Master Development Agreement



SARATOGA SPRINGS

## Description:

**A. Topic:** The Applicant has submitted Community Plan, General Plan Amendment, and Master Development Agreement applications. Staff has reviewed the submittal and provides the following recommendations.

## B. Background:

*Applicant:* Steve Maddox – Edge Homes

*Request:* Community Plan Approval, General Plan Amendment & Rezoning Approval, and Master Development Agreement Approval

*Location:* 482 W 800 N

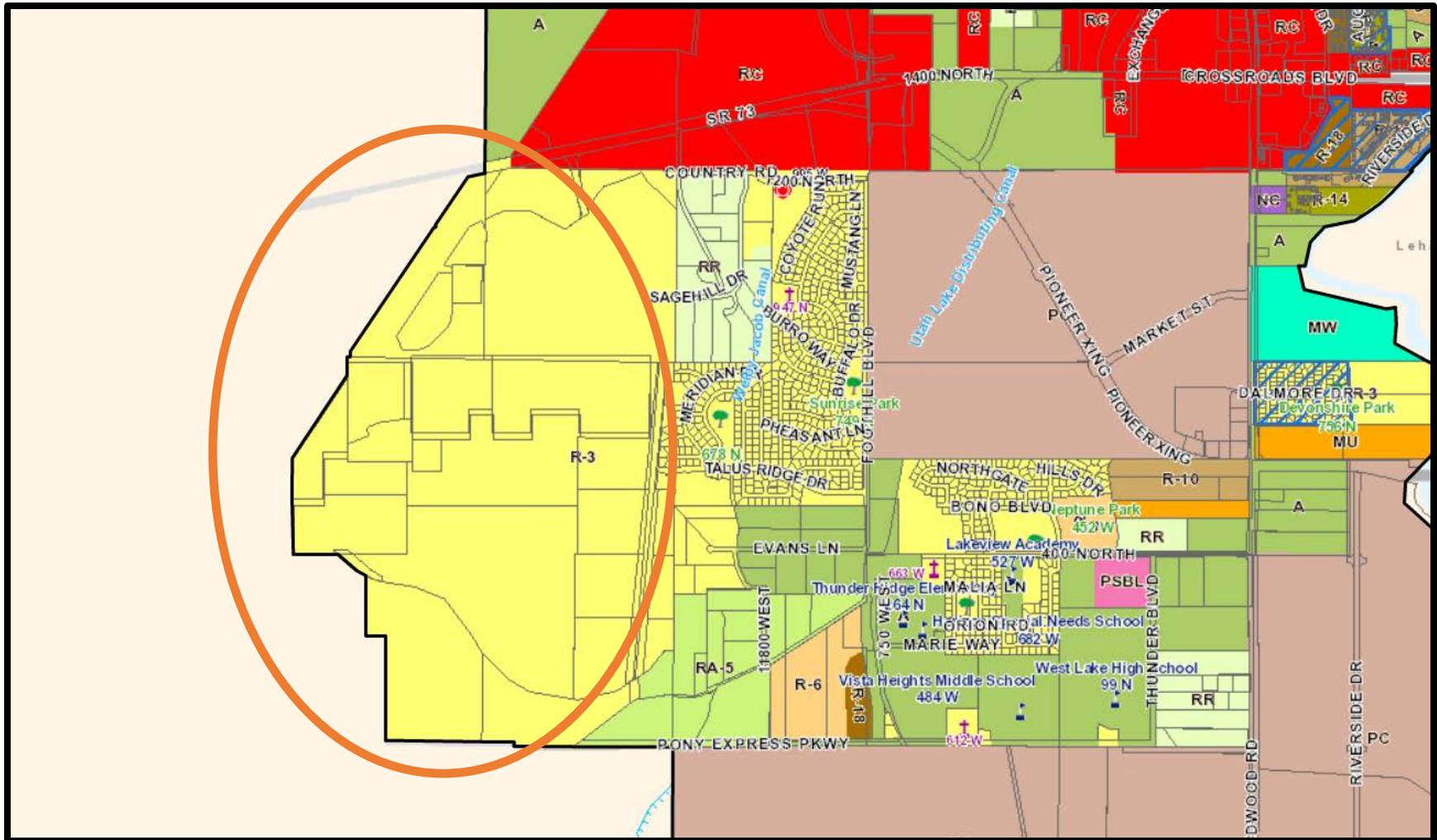
*Acreage:* 687.93 acres – 2,553 Units

**C. Recommendation:** Staff recommends the approval of the Community Plan, General Plan Amendment & Rezoning, and Master Development Agreement subject to the following conditions:

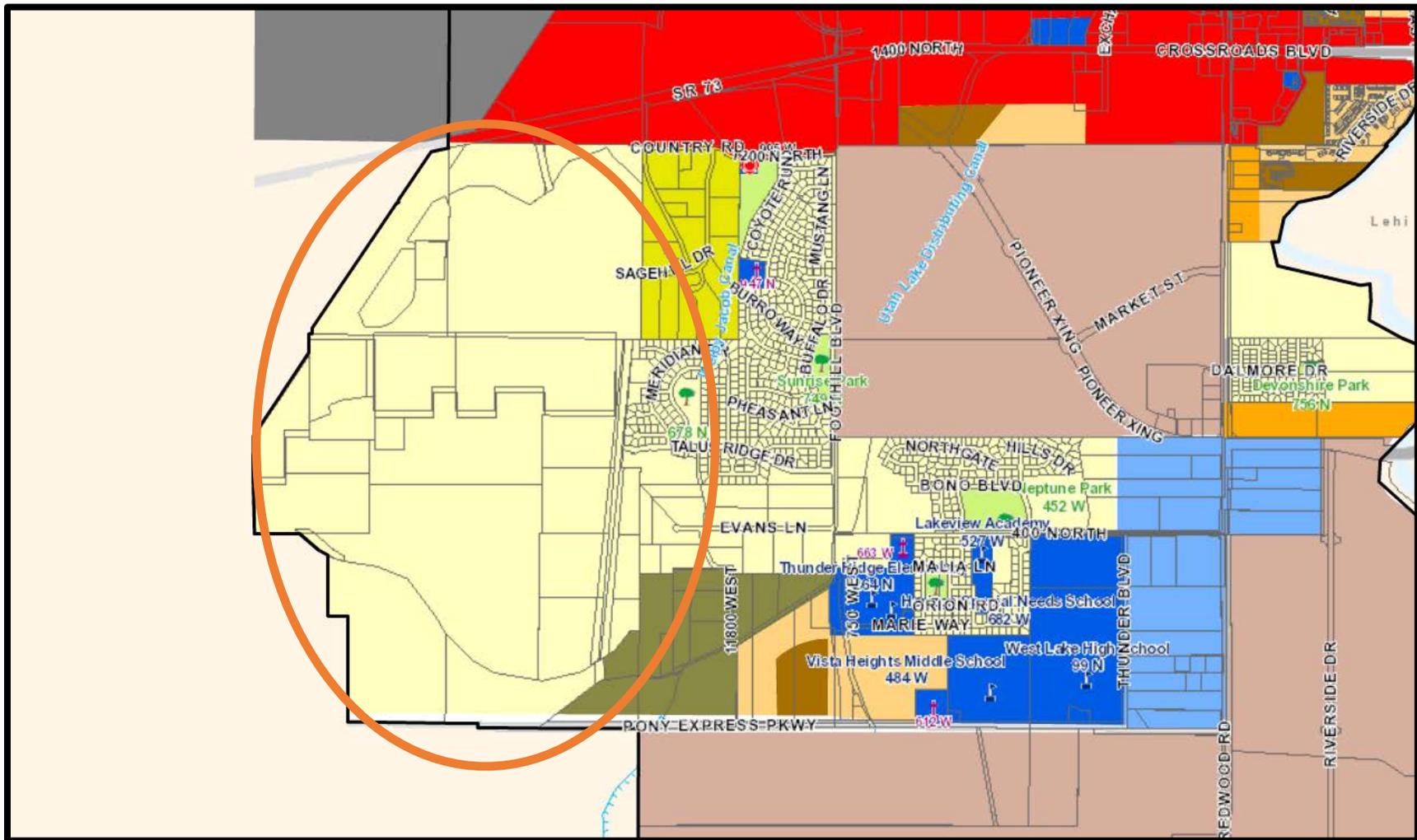
## D. Conditions:

- A. Page 29 of the Community Plan – The number of connections shown in the table is greater than the number assumed in the master plan.
- B. Page 31 of the Community Plan – Show the existing 16-inch pipeline on the east side
- C. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.
- D. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.
- E. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

- F. Submit easements for all off-site utilities not located in the public right-of-way.
- G. Developer is required to ensure that there are no adverse effects to future homeowners due to the grading practices employed during construction of these plats.
- H. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.
- I. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.
- J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- K. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- L. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.
- M. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.
- N. Developer shall bury and/or relocate the power lines that are within this plat.
- O. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- P. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.



# LOCATION / ZONING MAP



# LAND USE MAP

**City of Saratoga Springs  
Planning Commission Meeting  
January 14, 2016**

Regular Session held at the City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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**Minutes**

**Present:**

Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham

Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Nicolette Fike, Gordon Miner, Janelle Wright, Mark Christensen

Others: Frank Pulley, Steve Maddox, Jim & Rose Wheeler, Susan Palmer, Bud & Barbara Poduska, Julie King, Brenda Heslop, Kraig Sweat, Greg Magleby, Gary Kirschbaum, Justin Johnston, Joe Parren

**Excused:** Brandon MacKay

**Call to Order** - 6:30 p.m. by Kirk Wilkins

1. **Pledge of Allegiance** - led by Frank Pulley
2. **Roll Call** – A quorum was present

**8. Work Session: Rezone, General Plan, and Community Plan for Talus at Saratoga Springs, Located between SR73 and Pony Express Parkway, adjacent to Eagle Mt., Edge Homes applicant.**

Sarah Carroll presented the plans for Talus at Saratoga Springs. The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC), and also a Community Plan (CP) to master plan the approximately 688 acre property for residential and commercial uses. The CP lays out general densities and configurations, design guidelines, infrastructure plans, proposed road cross sections, hillside regulations, and an open space program. They asked Edge to run a scenario on proposed developments with a point system for amenities in open space plans. This is a first look at the master plan so we can get feedback at this level. She gave a broad overview of Review comments.

Steve Maddox said this project is very overwhelming and he wanted to thank staff for their guidance. There are restraints they encountered and they think they have solved the issues. They are against the wall of water pressures in the general vicinity. They realized the topography of the area was unique and they have

worked with their engineers. They have integrated native trails and vegetation. He feels if they do it together it will be a fun project. The theme for the project is a walkable community with 200 acres of open space. They explored underground walking tunnels under major streets.

Steve Maddox introduced Curtis Leavitt - Project Manager, Brandon Watson and Greg Magleby from LEI.

Sandra Steele would address the name of the project. She thinks Talus at Saratoga is confusing with Saratoga Springs Development. She suggested Talus at Mt. Saratoga. She wanted them to talk about their vision for the commercial area.

Steve Maddox responded that there were thoughts of storage, neighborhood retail, gas stations; Neighborhood Commercial is what they would lean towards. They are residential builders, they were asked by staff to include a commercial element.

Sandra Steele would hate to send everyone into Eagle Mountain for commercial needs. This is large enough that commercial would be a viable entity in the project.

Steve Maddox commented that one of the items they discussed was road widths and aisles to work with the hillsides and not fight with them. This is fairly close to what they intend on building.

Ken Kilgore wondered why the small lot sizes. The minimum would be 2500. He thinks it makes it a more walkable community but he is concerned so many tight homes would ghetto-ize the area.

Steve Maddox replied that now people want smaller lot size and xeriscaping. They are seeing an economy of a footprint with additional open space and not have the impact of watering all the space. If we bring on that larger size lot today it would not be as marketable. The first phases are not near that. There was talk with staff of some half acre lots. We want to hit empty nesters to newlyweds. And the only way to do that is to work with them on what the final village will look like, the houses themselves are 23-3000 ft. but they have gone with little setbacks and landscaping. It is for those that want to live like that and have a walkable community. They have not built a dog park before, which is new, we are trying to be innovative and look toward the future.

Ken Kilgore commends their forward looking ideas. He knows people want smaller footprints but people moving to Saratoga seem to want the larger lots. Our city code of R-18 still has 5000 sq. ft. minimum.

Steve Maddox noted the open space and amenities that go along with that lot size and the level of services and it is also lessening the impact at the same time. It's a lifestyle choice.

Ken Kilgore noted a lot of the younger age professionals are moving to this type. He noted however, that people are trying to move out of a lot of the smaller houses around here, but this is a different market they are looking at.

Troy Cunningham was concerned about the lot size too. He knows many are buying the smaller houses and lots and not liking the yard work as much. Even though he is concerned about the smaller lots it would go with whoever is buying. He asked about protecting petroglyphs.

Steve Maddox noted that they are looking into the best way to protect those; they don't want to draw attention to them yet. They noted in the first Village Plan they submitted that the lots are almost two times the size and bigger. He thinks people will move here when the services and infrastructure are in and the trails. He noted where the school was interested in building. He also noted the underpass they are proposing.

David Funk noted that many enjoy gardening but it can be done on a smaller lot. One of his bigger concerns was on churches. He feels there is not enough churches set aside.

Steve Maddox said they talked to local leaders and they would like to maintain 400 homes per church site. It's lower here in Saratoga, other cities are 500 + to facilitate a chapel.

David Funk wanted to know what was approximately across from the commercial area.

Steve Maddox replied it was Eagle Mountain open spaces, near the amphitheater.

Hayden Williamson commented that it looked like a mix between single and multi-family and asked if they had an idea of what their multi-family would look like.

Steve Maddox said there was an element of condo, maintenance interior and exterior. They don't do apartments. They have looked around they don't want to compartmentalize too much of one product in one area. If there was one pod of attached they would do another of detached next to it.

Hayden Williamson asked what the most dense product would be.

Steve Maddox replied that it was up to 20 units in one pod, per acre. He noted one pod in Village Plan 3 Neighborhood1.

Mark Christensen noted conversations on how do we lay out densities, opening up to products looking out to the lake and a pod of higher densities towards the back, also providing for densities for economic advantage. It's a great project to meet Capital Projects citywide.

Ken Kilgore asked in cases where the density and minimum lot size is different from the code will it come up later on where we make a waiver.

Sarah Carroll noted at this point in time if you would like there to be broader ranges they can suggest that, you can give feedback when the plan comes through, otherwise when the plan does come through that is the minimum and that's what they review.

Hayden Williamson wondered how this works in with prop 6.

Kevin Thurman noted that prop 6 pertained to attached rather than detached, it would have some justified discussion, but prop 6 amended the general plan which is an advisory document, not necessarily binding, those are all considerations.

Sarah Carroll noted a breakdown of percentages of single-family and multi-family units for this project.

Hayden Williamson would advise to be as compliant with prop 6 as possible because many residents are passionate about it.

Mark Christensen said they have been working with Edge Homes for years on how to get this project off the back burner. We explored the historic densities on this parcel and we are working through all these issues.

Kirk Wilkins asked what the current land use was today.

Sarah Carroll said it's currently R3; the master plan that was in place has expired.

Kirk Wilkins said we had a large development come in recently and there was a lot of opposition to high density, for a higher density than what they were proposing doesn't make sense. They would need to expect some objection to high density areas. It would help to see what they plan to put in those higher densities.

Sandra Steele asked what kind of products they think they will be putting on 20 to the acre that is not an apartment.

Steve Maddox replied that an apartment is a for rent unit, we do not build for rent. It would be more stacked units with open space. The aesthetics of this will be different as they are building into hills and things. The maximum number of stories would be three.

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**City of Saratoga Springs**  
**City Council Meeting**  
**February 2, 2016**

Regular Session held at the City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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**Work Session Minutes**

**Present:**

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Chris Porter, Stephen Willden, Bud Poduska

Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Gordon Miner,  
Nicolette Fike, Sarah Carroll

Others: Steve Maddox, Brandon Watson, Curtis Leavitt

**Excused:**

**Call to Order – 6:00 p.m.**

**1. Rezone, General Plan Amendment and Community Plan for Talus at Saratoga Springs Located at Approximately 1200-1900 West Between Pony Express Parkway and SR73, Edge Homes-Applicant.**

Sarah Carroll gave an overview of the plans. Edge Homes is proposing 2,649 units in this project on 643.95 acres. That makes the density 4.11 units per acre. There will be single family and multi-family units included. They have an open space plan for the area as well. Staff recommended identifying which pieces of open space are tied with which neighborhood so that isn't questioned later. The Planning Department gave the developer a checklist of things that need to be looked at.

Steve Maddox introduced his team and gave an overview including a little history of the project. He reviewed some of the needs of the community and proposals for best usage. He believes they have remedied many of the problems brought up by Planning Commissioner Sandra Steele. They have spoken with Alpine School District. They would be in need of a middle school around 2018. They may also be in need of another Elementary School. They have also talked to the LDS Church (SLR) and they have asked for a church building for every 400 roof tops. They have agreed to that request. They have also been approached by a charter school for some land in the area. They would like to have flex density to be able to accommodate the requests. They would begin along Pony Express and work north. It will be contiguous with Talus Ridge on the east side. Talus Ridge should be completed in 2016 next to where they plan to start this project. They propose to leave much of the area as Native and work with the land. They will identify the petroglyphs and find a mode of preserving those.

Councilwoman Baertsch noted someone they work with. A representative of this historical preservation group was present that would like to speak with them about it.

Councilman Poduska noted an area west of them that has worked with petroglyphs as well.

Steve Maddox advised that they are adjacent to Eagle Mountain. They are trying to find the best use for everything. They plan on going from a condominium product that is attached unit 10-plexes to ½ acre lots. There will be a lot of larger estate lots. Edge Homes will probably not build on those but go to custom home builders. They came up with a point system that they propose to use.

Craig Magelby with LEI reviewed a packet that was handed out to the City Council. This packet went over their proposed community plan. It includes plans for utilities, land planning, updates to the Master Development Agreement, theming, and landscaping. They will have about 235 acres of open space including a large community park.

Councilwoman Baertsch asked about the powerline corridor for connectivity with trails and who owns it.

Craig Magelby advised that it is owned by Edge Homes and Rocky Mountain Power. The west side is Edge Homes and the east side is primarily Rocky Mountain Power. They are working on getting easements to be able to cross over the portions not owned by the developer.

Councilwoman Baertsch would like to have rural native trails in this area.

54 Steve Maddox advised that there will be a combination of groomed trails and native trails.  
55 Craig reviewed the land use map. There are five villages included in the community plan. Within each  
56 village there are different neighborhoods. Those neighborhoods are categorized by being single family,  
57 multi-family, or single/multi-family. They tried to project out for 10-20 years and they set their density to  
58 give them flexibility accordingly.

59 Councilwoman Baertsch noted some unease because of proposition 6. We need to look at percentages of  
60 housing types. We need to make it trackable for staff. They don't want to allow them to go from single  
61 family back into multi-family because of the laws the residents put on the books.

62 Craig Magelby advised that the different phases would be a little ways into the future. Village 1 is specific to  
63 single family homes and multi-family. The extension of Talus Ridge will be single family homes. The  
64 flexibility to move between single family and multi-family homes wouldn't need to be for a few years.

65 Mark Christensen noted which phase was which on the map. Yellow is Village 1, light blue is Village 4, and  
66 dark blue is Village 2. The roadway is the spine of the project. The higher densities are tucked behind the  
67 hill, the topography has been taken into account. It is kind of similar to what is by Mountain View  
68 Corridor and the back of Harvest Hills.

69 Craig Magelby advised that they looked at viewpoints from Redwood Road and figure out what could be  
70 seen from there. They don't want the high density to be front and center taking the ridgeline. They  
71 looked at the density planning along with the topography.

72 Councilman Poduska asked if there was a density difference between the Villages.

73 Craig Magelby said Village 4 has the lowest density. Village 3 has the highest density. There could be a set  
74 density per neighborhood that has a blend, flexible to transfer within neighborhoods.

75 Councilman McOmber said it makes sense where the densities are. He thinks the 17.72 units per acre in  
76 Village 3 is too high. It is by the road and he would like to see that reduced.

77 Steve Maddox said before they pull first building they will have invested about 7.5 million dollars in water,  
78 sewer, and storm drain. In addition to that they will have paid 3.5 million for the road. One of the only  
79 ways they can get reimbursed is through building permits. They have a product that is very pleasing in  
80 about 22-25 units per acre in other areas of Utah, Herriman specifically. It has been well accepted in  
81 those other communities. The area of Saratoga Springs they are building in was originally planned to be  
82 commercially zoned. They are trying to marry the ideas and try to get out of the ground as soon as  
83 possible. They are right across from an area of Eagle Mountain that is denser.

84 Councilman McOmber understands but we need to help the public understand. We may need pictures of the  
85 product in Herriman to let residents see what to expect. He suggested that they may be able to make the  
86 densities a little more even at around 11 units to the acre throughout the project rather than having 6 units  
87 to the acre in one spot and 17 in another.

88 Steve Maddox advised that they were trying to keep the view-scape from Redwood Road pristine. They  
89 created a natural barrier and tried to force densities in areas that are less visible from Redwood Road.  
90 Consolidation seemed to be easier rather than taking away the green space.

91 Councilman McOmber thought that they may be able to take some of the 17 and put it into the lower areas.

92 Councilwoman Baertsch advised that there are recent multi-family developments that they approved but they  
93 were able to show that overall they are under the threshold that was put forth in proposition 6.

94 Steve Maddox pointed out that they are at 4.11 units to the overall acreage.

95 Councilman McOmber thinks that the overall density is great, but they need to show that to the residents.

96 Chris Porter mentioned previously there was more commercial in the master development agreement. He  
97 would be willing to explore putting more commercial in. He knows they aren't a commercial developer  
98 but with the amount of homes going in they will probably want more things close to home.

99 Mark Christensen noted that there is commercially zoned property off of SR73 that has a different owner and  
100 is north-east of this project.

101 Steve Maddox mentioned that people want to congregate in commercial areas. They have made the area by  
102 Pony Express Neighborhood Commercial. The area on SR73 would be the appropriate spot for more  
103 commercial.

104 Craig Magelby gave the Council an example of a pedestrian underpass. The intent is to get people across the  
105 Boulevard. The connection of the open space is right at the saddle of the hills.

106 Steve Maddox mentioned the tabulation and point system. They want to make the area a walkable  
107 community. They don't want to clear the snow in the winter. They would like to let people snow shoe  
108 and cross country ski in the area. If the point system is different than what the Council would like to see  
109 they would like to discuss that. They have the most control over what they will do with the open space.  
110 Councilman McOmber pointed out that Pickle Ball is a popular sport right now. Pools are in high demand as  
111 well. He also likes the number of club houses in the project. He is a bigger fan of having a few big parks  
112 and not so many little pocket parks. Having fewer parks with nice playgrounds and a lot of space brings  
113 the community together because people congregate at the park.  
114 Craig Magelby reviewed the open space plan and showed what areas are designated right now.  
115 Councilman Poduska noted that being able to preserve beauty is important. He asked if setbacks had been  
116 worked out.  
117 Councilman Willden thinks that with all the open space and sensitive lands it would look open and not so  
118 dense. He noted they should look at feathering things. He also thinks they need to retain the zoning  
119 around existing houses because of the expectations they had when they built their homes.  
120 Councilwoman Baertsch loves the trails and connectivity. She would like to see them make some areas not in  
121 an HOA. She likes Mount Saratoga as the name. Talus at Saratoga Springs gets confusing with Saratoga  
122 Springs Development. Typically the name following "at" is the main subdivision name so Talus at  
123 Saratoga Springs makes it sound like they are a part of the Saratoga Springs Development. She believes  
124 the ERU at 4.11 needs to include commercial, which should be a separate ERU. They are higher than  
125 4.11 if the commercial area is included. They need to work with church and school ERU's and make sure  
126 those are equivalent in exchanges. She thanked him for working with the point system. It gave the City  
127 good insight on what works, and what doesn't.  
128 Councilman Porter agreed that anywhere they can get away with not having an HOA that should be done.  
129 One of the driving factors that they bought in Talus Ridge was that they didn't have an HOA. He would  
130 also like to see Village 5 have the higher density closer to the road that is going in to keep it away from  
131 the existing homes.  
132 Councilwoman Baertsch pointed out that there are 5 acre home lots in that area so the high density needs to  
133 be pushed away from those homes.  
134 Chris Porter thinks that the open space is going to be a great amenity and he thinks they should be available  
135 to the whole city and not private HOA.  
136 Councilman McOmber likes HOA's. He is concerned that if they have pools and club houses that are  
137 available for some, but not all, there will be bad neighbors. Those that live in the areas that wouldn't be  
138 able to use the amenities will sneak in. It was a big concern for the neighbors next to Legacy Farms. This  
139 is going to be a great product and he likes the Mount Saratoga Name as well. He also likes Talus at  
140 Mount Saratoga.  
141 Mayor Miller thinks this project looks exciting. He likes Mount Saratoga as well. They have done great in  
142 the process and the City appreciates the feedback the developer has given them.  
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**City of Saratoga Springs**  
**Planning Commission Meeting**  
**July 28, 2016**

Regular Session held at the City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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**Minutes**

**Present:**

Commission Members: Kirk Wilkins, Sandra Steele, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Sarah Carroll, Senior Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder

Others: Steve Maddox, Melanie Jex, Amanda Yates, Jayden Yates, Christine Finlinson, Patricia Pikus, Lee Pikus, Curtis Levitt, Brandon Watson, Greg Magleby, Lisa Swearingen, Vaughn Barrett, Caral Barratt, Greg Larson, Garner Oleson, Kelsey Dean, Koren Ashknazi, Clark Layman, Jen Morrison

**Excused:** Hayden Williamson

**1. Public Hearing: Rezone from R-3 to Planned Community, General Plan Amendment from Low Density Residential to Planned Community, Community Plan, and Master Development Agreement for Mount Saratoga, located approximately 1200-1900 West, between Pony Express Parkway and SR73, Edge Homes Applicant.**

Senior Planner Carroll presented the plans. The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space. Density is based on the overall project area minus the commercial acreage which results in 2,553 units within 680.43 acres and equates to 3.75 units per acre. The applicant is requesting a waiver to the 20' buffer strip in some locations. The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer. The applicant will be required to install a water tank. There are some slopes they are requesting to be cut and filled. Sarah reviewed sensitive lands and hillside standards, proposed design guidelines, and architectural standards.

Applicant Steve Maddox mentioned that they have tried to employ as much labor in the front end and to understand the land and not just doing something one dimensional. The infrastructure is their biggest stumbling block as the highest point in the City. They have tried to go above what is asked by the City to enhance the community. The exceptions they have asked for are not cost saving but will make things efficient and be able to build on the hillsides. They have tried to implement their expertise along with their engineer and City staff. They are asking for setbacks based on livability and design, not because they are trying to make additional units. They have taken over 6 projects in the city that became dysfunctional during the recession. This is one they have been able to take more of a raw canvas on. They feel their 11 miles of trails will be a tremendous asset to the community. They are trying to make it harmonious with the natural surroundings and have connectivity. They have some commercial along Pony Express; they do not have a user for that yet. They will start in the south and move north and want to be able to connect thru Talus Ridge Blvd. the first year.

**Public Hearing Open** by Chairman Kirk Wilkins

Koren Ashknazi commented that they are a rural neighborhood, and she noted their Sage Hills area doesn't have city infrastructure and they were annexed without their say to the City. They are happy to have the new neighbors but she is concerned about a connector road through Sage Hill. The cul-de-sac today is all broken because of the trucks serving Edge Homes. She is concerned about all the traffic through there. She would like to keep their area private with their 5 acres. The City hasn't given them utilities and wants to keep it rural but if they want to develop the connector then the city should give them sidewalks and lights and things.

Lisa Swearingen is a realtor for century 21. She supports this development. Everything Edge Homes has done has been well done. There is a lot of demand for these houses. She feels it brings many tax dollars to the City.

Melanie Jex is excited for all the trail development and welcomes the new homes. Her concern is for the added traffic on 800 West that feeds to Talus Ridge Blvd. She would like for a plan to be in place for a turn lane to be striped in and out of Sunrise Meadows for the increased traffic.

Amanda Yates likes the plan and welcomes the growth but is concerned for their road on Sage Hill with the road not being able to support the infrastructure and traffic. Also the road is used for exercise a lot. She is concerned with how many high density units there are planned and having them attract higher crime.

Commissioner Wilkins commented that they would try to answer all the questions after public comment.

Jen Morrison, resident of Eagle Mountain, was concerned about possible connectors to Eagle Mountain. (Senior Planner Carroll responded they tried but were not allowed to connect to Eagle Mountain.) She wanted to know what the buffer was between this and their retention pond. She wanted to know where the multifamily housing was planned and if it would affect their traffic. She would like to see a preservation plan for sensitive resources in the development.

Lee Pikus has owned 5 acres in the Sage Hills area. He wants to know what happens if the water can't get in place, and if it would be a well or piped. He is concerned about the connection to the existing cul-de-sac and that road won't be able to handle the traffic that goes through that road. He asked who would improve that road so that it could connect. Why do they need so many rentals instead of single family homes, it costs more to the police for the problems.

Christine Finlinson noted the many changes they have seen in the city since they built. She would like to urge them to change the zoning and amend the general plan and master plan, the plans that were in existence when Saratoga was adopted are no longer appropriate for the growth we see here. When they were annexed into the City they weren't given many options, they have tried to be good citizens with the City and have worked with them for roads and things. What they are asking now is to encourage them to allow Edge Homes to go forward with their development because they would also like to have the same option to develop in the future, they are not at that point yet.

Vaughn Barrett lives in the Sage Hills area, that directly borders this development on the west. He hopes they will try to hold the line on high density, he understands there is a need but it is a slippery slope, which is his primary concern. He is concerned about water; Sage Hills has been slow to develop because of the difficulty of getting water. They were told years ago that they were in the wrong pressure zone (3) for culinary water, those west of them share that pressure designation. It's an opportunity to mesh and provide water to future development in this area. For years they enjoyed access on their western boundary as a gentleman's agreement, they request somehow that access be maintained to the western boundary of their property. He understands this is a phased plan and they have time to consider and adjust a little bit.

Greg Larsen echoed the concern about increased traffic on 800 W. especially during school season. He noted it would be good if there was some land reserved for a school and noted the overcrowding this will make in the existing school. He was concerned also about water availability and about traffic on Sage Hills. Either the access needs to change or the existing roads need to be improved greatly. He also thinks that people will want to buy homes to live and stay and they don't need so much high

density. The high density will cripple the School without working with the school district. He asked if someone could go over the open space plan a little more.

Clark Layman is concerned about the added homes around his blocking views and crowding. He is concerned about the water and where it will be coming from. He is concerned about the high density housing. He has been in many different types of cities and one common thing is that crime usually finds its way into those types of communities, especially with rentals.

**Public Hearing Closed** by Chairman Kirk Wilkins

Steve Maddox addressed some of the public questions. He noted Water is their number one concern also. They have met with the Central Utah Water Conservancy District. They will pump water into a million gallon tank and in addition do a second pond which will support the zone. The infrastructure the City is committed to is well beyond capacity for 15 years of growth.

He noted the density is equivalent to what they have done at Talus Ridge. He believes the low income they refer to are the children of his generation that need to afford housing. They have created pockets of HOA open space to control people's idea of a well-groomed lawn and maintenance and longevity to increase value and livability. He doesn't build apartments for rent. He feels it will be a community to allow people to both start and retire here. The Open space is a hybrid of groomed areas, amenities, and natural space. They feel they have planned not just what is best for this community but the whole City. They have been in communication with the school district and the LDS church. There are not specific sites identified for churches yet, the church will choose their own places later. The district has already identified where they want a school and what type of school.

Steve Maddox addressed the traffic and striping on 800, they feel they can work with City to procure that. The connection on Sage is not a request of Edge homes, but of the City for connectivity. They are in support of staff's recommendation, it is many years out and they can look at connectivity for all services. They would hope people can ride trails in Nov. They hope the amenity package encourages people to get outside. They want to be harmonious and not destroy what is there. He isn't aware of another project that will have this large amount of open space. Clustering will allow for preserving some of that.

Steve Maddox commented that they are trying to protect some of the natural features of the area. There was a buffer of about 180 feet from the border to an Eagle Mountain residence. He is not building for-rent product. He noted they are building this product in many communities and it is about a 40% empty nester ratio in their products. Seniors that want to be a part of the community, but not care for a yard.

Senior Planner Carroll addressed the question of developing the connectivity to Sage Hills. They will require a traffic study and will review the loading on the road and see what improvements are required on that road. The Code does require interconnection for many reasons. There is the main road that leads out to 73 from Sage Hills and at that time they will review traffic and see what impact that has on adjacent roads. It is an old County Road that is being maintained by the City. She pointed out a footprint area for a future Elementary School.

Senior Planner Carroll noted areas for the tanks and ponds, higher in elevation than the homes. She noted the trail intended to maintain access to the power line corridor. The access road would stay. The improved trail would lend to a variety of interests like the equestrian center nearby.

Senior Planner Carroll spoke further to open space; she noted the manicured lots, darker green on the map, with amenities. Lighter green was native with trails. The darker lines are trail system. The developer will improve roads in their project traffic studies will decide if things need to be done outside the development.

City Manager Christensen feels many comments were very appropriate; right now the Sage Hills area is treated more like a rural area, it is on wells and septic systems, connection with Mt Saratoga would allow us to build infrastructure which would be available to service that area in concept. It will be Central Utah Water and will require booster stations and pumps. It will become a stronger overall system as more capital projects are added to provide a more consistent service for the City. With this application we will have access to an elevation that will allow them to build the infrastructure for the zone 3 area. It would not be connected across SR 73 on different elevations. He noted it would be able to upsize the pond servicing

Sunrise Meadows. It will be addressed at the various phases of this project. The plan they have will address those problems. In order to repair the old Sage Hills road it could need a complete rebuild. It is currently on the Road Maintenance Plan based on an engineer's estimate.

City Manager Christensen touched on speaking with the school district; he has met with them several times in the last few weeks. We are actively working with them on growth issues and they are looking in the site for a future school.

City Manager Christensen addressed the question of crime and high density. If you look at the theory of development the lower densities have a higher economic cost, around 5-6 units per acre the density actually is more of a break even. Will high density equal crime? The answer is greater population equals crime; that is the better indicator. The fear of rental units is what people ascribe to crime, where this project is owner occupied it is not necessarily the factor. From a large standpoint we have seen crime increase in the City as we have seen the population increase. It's not necessarily occurring in high density areas.

City Engineer Miner commented that they will have to bring infrastructure, right now we can't service water with what we have now, and that is why they are bringing it. It will bring it not only for their development; it will have the opportunity to help other developments.

Commissioner Steele noted when you talk about the cul-de-sac and only servicing a few lots, with the connectivity there would be more traffic so that may move it up to be fixed. She thanked the public for coming. It seems counterintuitive, but the City becomes better infrastructure wise with added improvements. Development does benefit everybody. It's good to see designs that meet our code. She asked how wide the alleyways were. Brandon Watson with Edge Homes noted the alleyways were 20-24' wide banded by apron of some sort about 2 feet. Commissioner Steele was concerned with alleyways less than 24 feet. There will be garage door openers. On page 52 of the plan she is concerned about the color scheme and floor plan mixing. Steve Maddox noted there was a redundancy built into it so they are not allowed to replicate within 3 homes of each other. They self-regulate that as a matter of good business. Commissioner Steele mentioned that this developer has done things before we asked and beyond what has been asked and she is confident they will do it in the manner they say they will do it.

Commissioner Kilgore asked about percentages required for proposition 6, they didn't seem to add up correctly. Senior Planner Carroll remarked that he was correct that they added to over 100% but that was the exact wording of the proposition. Planning Director Gabryszak noted it requires no less than 73% to be single family. Of the other ranges you can have up to those numbers. We don't have any single story town homes; there are a handful of duplexes. We are still well within the guidelines regardless of the category. Commissioner Kilgore asked about the culinary water for outdoor uses. City Engineer Miner noted it was temporary. As the development and infrastructure comes online the secondary would become permanent. Steve Maddox commented they are targeting 500ish units to make sure the pond is in place ahead of time. He explained that the flex was to allow for building whichever type unit what was more needed, but it has a cap on the amount of units. Commissioner Kilgore asked what kind of tax impact it would be to take over the 205 acres. City Manager Christensen said they budget a few thousand per manicured acre, much of this is trails which is cheaper to maintain and less water. Similar area around the benches has proved to be successful. It is a City Council decision to make if they accept it. Commissioner Kilgore asked if the engineer and fire chief were ok with filling and cutting the slopes. City Engineer Miner replied that it can be done. City Manager Christensen said there are engineering standards they are required to meet. Commissioner Kilgore mentioned lighting was not mentioned in the plan. Senior Planner Carroll replied as it stands they are subject to our Code. He also mentioned that there was nothing about ADU's, which would then also be subject to City Code. Commissioner Kilgore noted they were asking for waiver on some of the borders and if staff had any issues. Senior Planner Carroll replied in those locations there wasn't a concern.

Commissioner MacKay asked about the concession on the 205 acres. Senior Planner Carroll replied that every home pays a park impact fee. Because the developer is installing the amenities and improved areas

they are asking they not pay that credit for each building permit. It would have to be discussed further; there are some state law criteria. City Manager Christensen mentioned that a lot of open space may not qualify, it may require amendments, but some others that would qualify for park credit. We try to find a balance what is proposed meets the intent of our Master Plan. Commissioner MacKay asked what amenities they have for disabled or elderly. Steve Maddox noted that many of the buyers they have coming are an older demographic. Everything they do will be ADA compliant. Each Village will be part of independent HOA's, individual pods would be HOA controlled with the accessible items and tot lots and things.

Commissioner Cunningham commented about Utah Rock coming in to help with preservation, whatever method they do he is hoping for some sort of markers to explain about native features. Steve Maddox welcomed any input he may have for preservation.

Commissioner Funk thanked the community for their comments. He also shares some of their concerns. He thanked the developer for their plans and wasn't sure we could get another developer that would go to the lengths they did and develop the plans like they did. He suggested to the residents of Sage Hills, if they truly wanted to be rezoned that they request that of the City. He knows that the City doesn't always do things as fast as the citizens want them to. He knows the City is strapped on time and money. One thing he didn't hear was about people that head up that way with 4 wheelers and what impact that would have on them or on the developer. It may be something they want to look into. Talus Ridge Dev. has caused a large amount of increased traffic on 800 W. and it's already being impacted and he isn't sure if the City has looked it or not yet but they may want to look at it for restriping. He is very pleased with what they are doing; he is a little concerned about some of the slight changes from our normal code. One is the 18 foot setback of the garage rather than the 20 feet, the covered vs. the enclosed parking, should probably be allowed, question on the buffer zone waiver on the east side. Senior Planner Carroll responded that the Community Plan Zone allows it and specifically requires the applicant to request a waiver.

Commissioner Wilkins asked about impact fees, what the decision hinges on and what the City leans toward. City Manager Christensen noted it is up to City Council. Things we want to look at are if we need to amend our parks master plan to include trails and things. Commissioner Wilkins is concerned about the 18' driveways as well especially with larger vehicles. With the parking he is ok with that. He is ok with the waiver on the buffer on the east side.

Commissioner Steele would ask if they vote tonight if they could separate the Master Development Agreement out. Planning Director Gabryszak noted they have worked to make sure the relevant code changes are in the Community Plan not the Master Development Agreement, they can break them up. Senior Planner Carroll noted the Master Development Agreement solidifies everything they have gone over tonight with legal language. The attorneys are still working on some fine details. There is a condition that it is in draft format and still needs finalized and they can forward the draft to City Council. If it was postponed it would postpone the project considerably. City Manager Christensen noted that conditions of the rezone are tied up in it; if they table it will prevent them for taking action on the rezone. Commissioner Kilgore noted he had reviewed it and it appeared to have been based on the previous Master Development Agreement that was approved. He asked the applicant what he thought about the new amenity point system. Steve Maddox thinks it's fantastic, transparent and fair.

**Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community for the MT Saratoga project, as identified in the Community Plan, with the findings and conditions in the staff report. Seconded by Commissioner Cunningham. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.**

**Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Community Plan for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Funk. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.**

**Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Master Development Agreement for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Kilgore. Aye: David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 5 - 0. Abstain: Sandra Steele.**

Commissioner Steele would like the record to show she abstained due to not having enough time to review the document.

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**CITY OF SARATOGA SPRINGS**  
**CITY COUNCIL MEETING MINUTES**

Tuesday, August 16, 2016  
City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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**City Council Work Session**

**Call to Order:** 6:36 p.m. by Mayor Jim Miller

**Present** Council Members Stephen Willden, Chris Porter, Shellie Baertsch, and Bud Poduska. Council Member Michael McOmber was excused.

**Staff** City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, City Engineer Gordon Miner, Finance Manager Chelese Rawlings, Public Relations Economic Development Manager Owen Jackson, Senior Planner Sarah Carroll, City Recorder Cindy LoPiccolo

**Wildflower Village Plan 1**, Applicant DAI. Planning Director Gabryszak presented Wildflower Village Plan 1 (VP1) Community and Village Plan layouts and Village Plan 1 draft encompassing the property located between the future Mountain View Corridor (MVC) (east) and existing Harvest Hills (west), and consisting of a proposal for 1465 residential units on both sides of the corridor. Director Gabryszak noted specific detail will be presented on the preliminary subdivision plats following approval of the plans, and requested Council feedback to address major issues and concerns before moving forward with subdivision plats.

Bryan Flamm, DAI, commented in regard to work being done on offsite utilities, and with UDOT on plans for the frontage road and crossings.

Council discussed the maintained open space requirement, timing for irrigation and maintenance of park and other planned landscaped areas, reviewed plans and location of open space and addressed concern in regard to native seed areas and its possible transition to weeds. Bryan Flamm noted the native seed areas are primarily planned up on the hillside, beneath the power lines and at the detention areas. Council reviewed roadways, access, crossing locations and future improvements, and project phasing. Council discussed a concern with proposed smaller lot sizes in regard to garage site access, turnaround, and limited rear property setback/use; Bryan Flamm noted variation of front setbacks and elevations, and there are fewer smaller lots than originally planned. Council made suggestions in regard to connectivity for safe elementary school access working with school and possible incorporation of a gate at the south end adjacent the townhomes, strongly recommended sidewalks on both sides of streets especially on arterials, recommended loosening open space permitted elements for more reasonable use, recommended appropriate future ERU calculation in regard to churches, and adjustment of fencing to ensure site triangles are maintained.

**Adjournment:** The Work Session adjourned at 7:00 p.m. to the Policy Session.

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**Policy Meeting**

**Call to Order:** Mayor Jim Miller called the Policy Session to order at 7:09 p.m.

**Roll Call:**

**Present** Council Members Shellie Baertsch, Chris Porter, Bud Poduska, and Stephen Willden. Council Member Michael McOmber was excused.

**Staff Present** City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Public Relations Economic Development Manager Owen Jackson, Police Chief Andrew Burton, Planning Director Kimber Gabryszak, Finance Manager Chelese

54 Rawlings, City Engineer Gordon Miner, Senior Planner Sarah Carroll, City Recorder Cindy  
55 LoPiccolo

56  
57 Invocation by Council Member Willden.  
58 Pledge of Allegiance by Council Member Baertsch.

59  
60 **Public Input:**

61 Mayor Miller invited public input.

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63  
64 Stuart Collyer, S. Cottage Cove, recommended an expanded ordinance establishing standards in regard to  
65 installation of solar systems and panels, and presented a handout with proposed language. Mayor Miller requested  
66 staff review this issue with the HOA.

67  
68 Arron Evans, Fairfield Rd., requested repair and new asphalt on 400 N. Mayor Miller requested staff advise  
69 status.

70  
71 Constance Cove, requested consistent rules within the ordinance concerning solar panels, noting solar importance  
72 in regard to medical.

73  
74 Lisa Swearingen, Realtor, commented in support of more development to serve the current public and business  
75 needs and growth.

76  
77 Ryan Poduska, Osprey Trail, thanked the City for coming to a solution with the landscaper concerning the park  
78 water issue, and invited Council to the annual summer party at the park.

79  
80 **POLICY ITEMS:**

81  
82 **PUBLIC HEARINGS:**

83  
84 **1. Mt. Saratoga – Rezone, General Plan Amendment, Community Plan, and Master Development**  
85 **Agreement, Ordinance 16-15 (8-16-16), Ordinance 16-16 (8-16-16).**

86  
87 Mayor Miller introduced the public hearing for Mt. Saratoga Rezone, General Plan Amendment, Community Plan,  
88 and Master Development Agreement.

89  
90 Senior Planner Carroll presented the staff report and recommendation concerning the application for General Plan  
91 Amendment and Rezone from Low Density Residential (R-3) to Planned Community (PC) for residential and  
92 commercial development, advised the property is located adjacent to the City of Eagle Mountain and existing  
93 developments, and is a hillside area with sensitive lands and slopes greater than 30 percent. Senior Planner Carroll  
94 reported the applicant wishes to cluster housing types and preserve sensitive lands and noted that type of flexibility  
95 is now offered in the Planned Community District Zoning. Planner Carroll reported the application covers  
96 approximately 688 acres that includes 7.5 Community Commercial acreage, 445.45 Residential/Civic acreage,  
97 234.98 (34.2%) Open Space acreage, and 2,553 residential units comprised of 988 (39%) Single family units, 285  
98 (11% Single family units in flex neighborhood, 284 (11% two and three Family unites in flex neighborhoods, and  
99 996 (39%) Multi-family units.

100  
101 Senior Planner Carroll identified road connections, presented the phasing plan, open space master plan for 234  
102 acres of open space, the plan for Mt. Saratoga Blvd., identified a potential elementary school site, and reviewed  
103 the proposed entry and commercial signage and theme. Planner Carroll reported in regard to utilities the applicant  
104 is required to install a water tank, secondary water irrigation pond, water, sewer and storm drain lines, and acquire  
105 water rights to service the development.

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107 Planner Carroll further reviewed further requests and considerations from the applicant as follows:

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- to amend the phasing timeline to allow extension of Talus Ridge Blvd. with the other phases, not Phase 2;
- the City maintain the park strips along the arterial and collector roads in locations where no lots front the street;
- a modified street cross section with elimination of park strip and sidewalk along the 30% steep slope on Talus Ridge Blvd. as there are no lots or homes and this reduces the impact to the hillside - the Development Review Committee (DRC) has reviewed this request and finds this acceptable, a sidewalk that is not abutting homes would not see any snow removal or the City would be responsible;
- re sensitive lands analysis, applicant would like to cover fill;
- waiver of peripheral 20 foot boundary requirement in several locations where single family lots are next to single family lots or the power line corridor;
- re the Master Development Agreement, would like discussion concerning water impact fee credits and open space impact fee credits for the 205 acre community park, and potential for utilities in Lehi Fairfield Road, and limited access roadways.

City Attorney Thurman advised in regard to water impact fee credits, the City is bound by an agreement with Lake Mountain Mutual Water Company to apply \$2,000 per impact fee collected toward the payoff of that system until paid and this is not something that can be negotiated. In regard to Lehi Fairfield Road, he further advised the City supports use of that road for installation of utilities, however, at this time a property owner disputes the City's rights concerning that road so he advises against the City agreeing to that use by contract due to possible future ruling.

Senior Planner Carroll reported 24 emails were received in opposition of the rezone which were forwarded to the City Council; an email was received from Steve Mumford, Eagle Community Development Director, recommending housing types be switched in certain locations to match their approved development in Eagle Mountain, and to continue discussion to identify two potential access locations between the two cities.

Steve Maddox, representing Edge Homes, introduced Greg Magleby, LIE Engineering, and advised in regard to the request by Eagle Mountain the location of development type was determined during worksession and their interest is what is best for Saratoga Springs, reviewed proposed water development, noted this is a 10-12 year project and they have attempted to present the foreseeable plan, opted to work with the mountain and use the views, and have communicated and worked with church and school representatives.

Mayor Miller opened the public hearing and invited public comment.

Kelsy Dean, Buffalo Drive, expressed concern regarding high density and commercial development.

Sara Merrel, 1000 W, expressed concern regarding phasing between residential and agricultural zones, landfill, recontouring and watershed handling, impact on private water rights and existing wells, native landscape and noxious weeds, school overcrowding, trespassing and lack of policing of the property, commented in opposition of HOAs and in support of Proposition 6.

Rod Eichelberer, Panorama Dr., spoke in opposition of higher density, and expressed concern regarding natural open space.

Jennifer Klingensmith, read letter submitted earlier Council requesting R-3 be protected when a developer does not have vested rights; spoke in opposition to higher density.

Melanie Jex, Mustang Circle, expressed concern regarding the Applicant's request for delay of Mt. Saratoga Blvd. construction and traffic impact.

Vaughn Barrett, Summit View Drive, spoke in support of the development and proposed water infrastructure, in opposition to condominiums and HOAs, requested reduction in density.

162  
163 Teresa Mendenhall, N. Echo Way, expressed opposition to condominiums and high density.  
164  
165 Natalie Miller, Rift Court, concurred with Jennifer Klingensmith, spoke in opposition of more multi-family homes  
166 and traffic on Talus Ridge Blvd.  
167  
168 Taylor Yates, Summit View, spoke in support of the development, conservation of land and the trails, requested  
169 the City evaluate future impact in regard to condominiums and high density units.  
170  
171 Rob Jex, Mustang Circle, recommended tying the construction phasing or speed of development to the availability  
172 of schools.  
173  
174 There being no further public comment, Mayor Miller closed the public hearing.  
175  
176 Steve Maddox commented these are issues that are being worked out over time, they are building toward the future  
177 and the goal of Edge is to delivery a product that lasts the test of time, hopes their track record withi architecture  
178 and quality are considered; pointed out millenials are the loudest right now, noted rentals are an issue state and  
179 country wide, local wages are not that of Silicon Valley, and it is hoped this is a solution to some of that issues all  
180 municipalities are trying to address. Advised much of the development came from an architectural perspective  
181 and a lot from a functional perspective, wanted to provide the underground bridge for the school children and  
182 create pedestrian connectivity.  
183  
184 Council Member Willden noted the City of Eagle Mountain's communication they would love this community to  
185 come into their city, and if that were to happen Saratoga Springs would have no control over that development,  
186 so the question is do we want towork with this developer and control it or turn it over to Eagle Mountain who  
187 could put high density all around our City with no concern about water and other issues, noted Eagle Mountain  
188 has already offered higher density. Council Member Willden thanked the developer for working with the City,  
189 pointed out the best solution in regard to water is to bring in new development and this specific development is  
190 bringing in both water rights and needed infrastructure. Advised he would like to see sidewalks on both sides of  
191 the street for walkability and safety; okay with narrow restricted park strips so not cutting into the hills so much,  
192 and lot sizes at 3500 sf is a very small for single family.  
193  
194 Council Member Poduska clarified the proposed density in each Village plan, noted R-3 is planned adjacent to  
195 Talus Ridge so neighbors will be single family homes, density does not occur until west side, the entire project is  
196 planned to be 80% single family, 10% multi family single story and 10% multi family more stories. Council  
197 Member Poduska commented if the 3500 sf lot size is rare that is not as much a concern, however, if that were the  
198 standard size that would be a concern; noted with the Mt. Saratoga artery going through and exiting on SR-73 and  
199 Pony Express Pkwy. that would appear to take care of the heavy density traffic on the west side and redirect it  
200 away from going into Talus Ridge, so there would only be single family traffic in the area of concern; expressed  
201 appreciation for the amount of open space and manicured green space, clarified the City is being asked to maintain  
202 the 205 acres of open space.  
203  
204 City Attorney Thurman advised the request for impact fee credits for the 205 acres community park is a policy  
205 decision that would be considered by Council. City Manager Christensen noted Council may determine the  
206 community park has a regional benefit and has the ability to amend the Parks and Trails Master Plan to include  
207 extensive trail corridors for public use; noted although this would have a different feel from the type of park  
208 historically done, this provides for a different type of recreation, amenities and the view corridor could be a  
209 public benefit. Steve Maddos noted this was an abandoned portion of property that was not going to be developed,  
210 so it has not been looked at for a regional park, tried to consolidate the open space to try to create something for  
211 the residents of the entire area.  
212  
213 Council Member Baertsch thanked the applicant for this project in general, expressed appreciation for the  
214 preservation of open space and trails and providing connectivity throughout and between the City and Eagle

215 Mountain, and for reducing density in Village 5 from multi-family to single family. Council Member Baertsch  
216 expressed concern and requests as follows:

- 217
- 218 - N3 multi-family has not been moved for a better buffer away from the five acre parcels as discussed in
  - 219 work session, transitions and buffers must be done properly which would decrease some density,
  - 220 - the Community Plan does not provide specific numbers and types of multi-family units for public
  - 221 information;
  - 222 - would like traffic considered with ERUs on schools and churches in the future;
  - 223 - extension of Mt. Saratoga Blvd. concurrently with Phases 1 and 2 is necessary to stop residents from
  - 224 going through another neighborhood, this has been required in other developments, and circulation plan
  - 225 review is necessary for provision of an access point coming out without impacting other neighborhoods;
  - 226 - uncomfortable granting Community Commercial prior to knowing what it will be, okay with giving
  - 227 Neighborhood Commercial to start noting it is going to be next to homes.
- 228

229 Engineer Magleby clarified the number and difference concerning stacked units and townhomes, noted  
230 the density is capped, and Council has final approval on the Village Plan where a specific ratio can be  
231 imposed; noted the change in demographics with greater number of empty nesters +55 residents in the  
232 state, cost and mobility are factors, it is not only transient short term occupants. Council Member  
233 Baertsch pointed out single family homes have more impact on the schools than multi-family used by  
234 newlyweds and seniors.

235

236 Engineer Magleby explained they were hopeful the extension of Mt. Saratoga Blvd. would happen when  
237 development is happening from the south, which they will connect, they did not want to build it prematurely and  
238 not have it used; noted it is not fronting or accessing any lots, they are looking for leeway to wait and construct  
239 when the traffic connections can be made and it can be used; pointed out although Talus Ridge Blvd. extension  
240 was required, no one could use it and it was basically used to park cars. Steve Maddox noted houses have not  
241 been designed to back onto major corridors, and there is no direct access with Mt. Saratoga Blvd. or Talus Ridge,  
242 they have planned to overbuild and over engineer these roads for the future, if they are not serviceable with that  
243 connectivity they are just asking that proceed when connectivity becomes available.

244

245 Council Member Baertsh continued with comments as follows:

- 246
- 247 - requested correction of ERU calculations on page 6; Council Member Willden noted incorrect wording
  - 248 on page 21;
  - 249 - in review of ERUs in general with flex units you have to have at least 50% single family, believe the
  - 250 numbers are off, and if Proposition 6 was used for 20% multi-family that would be 692 units instead of
  - 251 996, think it should come down;
  - 252 - does not have a problem concerning most buffers, however, regarding Villages 1 and 2 on the south, there
  - 253 us generally a buffer between single and multi-family units, and single family should be closer to the road;
  - 254 - believes a larger buffer on Pony Express Pkwy. is appropriate due to the size of the road;
  - 255 - okay with Villages 4, 5 and 6;
  - 256 - agrees with requiring sidewalks on both sides of the street;
  - 257 - concerned with minimal lot sizes especially in Village 4, understand a mix of sizes, however, going from
  - 258 .5 lots to 5,000 sf lots is too substantial a change, 3,000 sf is too small.
- 259

260 Following discussion, Senior Planner Carroll clarified in regard to the buffer between the development and Eagle  
261 Mountain, feed back is to keep the single and multi-family locations as it is with addition of a 20' buffer to create  
262 a transition at the grade break.

263

264 Engineer Magleby explained an exception has been requested concerning the sidewalk because the road leading  
265 to the natural open space is quite steep. Council Member Baertsch commented this can be made a trail as long as  
266 it is near that walkway.

267

268 In response to Council Member Baertsch's request for clarification, Planner Carroll reviewed the proposal and  
269 parking standards for the different types of housing. Council Member Baertsch noted many neighbors use garages  
270 as storage areas and where this has been done cars are often parked all over the road, there is never enough parking,  
271 and this is a problem especially in a school zone. She does not want to perpetuate that problem and would like to  
272 see it fixed with a requirement for two enclosed spaces in addition to driveways, without taking up visitor spots.  
273

274 In response to Council Member Baertsch, City Manager Christensen reported some of Lehi Fairfield Road right-  
275 of-way is clearly in City's name, some is not, noted the City is concerned with being contractually obligated for  
276 use of the road for utilities, and is working on those issues.  
277

278 Council Member Porter noted there are a substantial number of issues that needed a work session, does not feel  
279 this could get to a point where he would feel comfortable passing tonight. Provided comment as follows:  
280

- 281 - was glad to see the Community Commercial zoning, understands the concerns, however, can see stepping  
282 toward that;
- 283 - in regard to Mt. Saratoga Blvd., recommended completion of section from the large middle intersection  
284 connecting to Phase 1 to allow traffic to transition to Pony Express Pkwy., and allow later construction of  
285 the other half, noting splitting the phasing at that intersection maintains the two access points;
- 286 - concerned with single family lot size of 3,000 sf;
- 287 - concerned with multi-family next to .5 acre lots, multi-family needs to be close to or on the other side of  
288 Mt. Saratoga Blvd.;
- 289 - noted ability of HOAs to have a rental quota. Steve Maddox agreed and advised this could be included  
290 in place in the bylaws and managed by the HOA;
- 291 - okay with buffer waiver in 4, 5, and 6, needs more information for 1, 2, and 3.  
292

293 Council Member Porter commented he not comfortable moving forward and recommended tabling for further  
294 discussion. Council Member Willden concurred noting many last minute issues have come in, and he has not had  
295 the opportunity to review public comment correspondence.  
296

297 Following discussion, the Mayor and Council determined with the number of unresolved issues a work session be  
298 scheduled for Tuesday, August 30 at 6:30 p.m. for this one item, with continuation of the action for this matter to  
299 the next regularly scheduled meeting date on September 6. Mayor Miller encouraged Council to give comments  
300 to Senior Planner Carroll as soon as possible this week so she may share them with the Applicant to allow Edge  
301 Homes the opportunity to address them.  
302

303 Mayor Miller reported he and Eagle Mountain Mayor Pengra have met to discuss policing of ATV riding on the  
304 property, Steve Maddox was requested to post the property in the area between both cities, and both Mayors have  
305 requested their respective Police Chiefs to start keeping an eye on that property; this is something that is currently  
306 in the works. Steve Maddox advised the property has been posted.  
307

308 Motion by Council Member Willden to continue the public hearing for Mt. Saratoga Rezone, General Plan  
309 Amendment, Community Plan, Master Development Agreement and Ordinances 16-15 and 16-16 to September  
310 6, 2016, was seconded by Council Member Poduska  
311 Roll Call Vote: Council Members Porter, Baertsch, Poduska, and Willden - Aye.  
312 Motion carried 4-0; Council Member McOmber excused.  
313

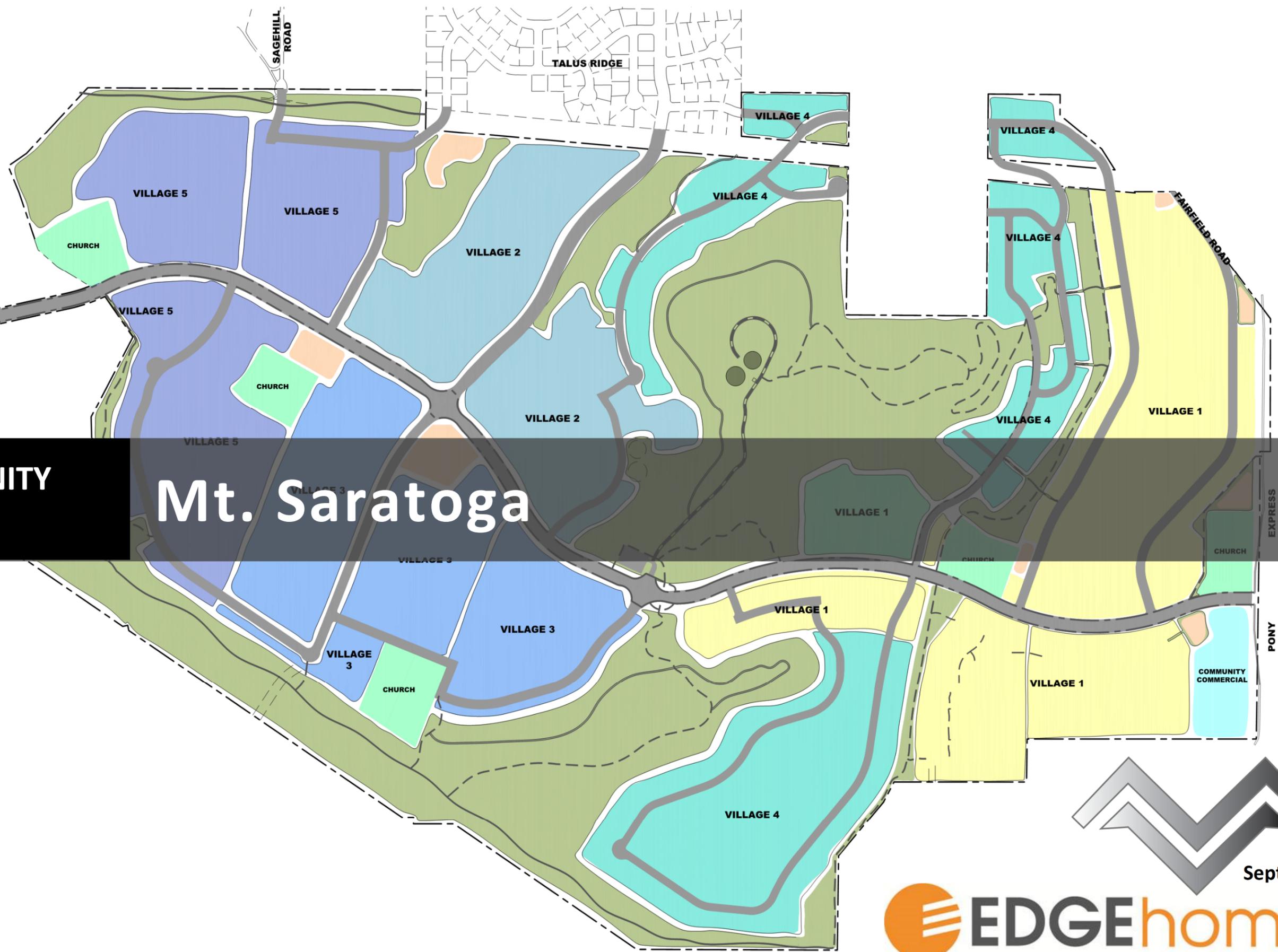
314 Recess: 9:50 p.m. – 10:01 p.m.  
315

316 **2. Land Development Code Amendments – Sections 19.02, 19.05, 19.06, 19.09, 19.14, 19.15, and 19.18,**  
317 **Ordinance 1-17 (8-16-16).**  
318

319 Mayor Miller introduced the public hearing for Land Development Code Amendments.  
320

**COMMUNITY  
PLAN**

# Mt. Saratoga



ENGINEERS  
SURVEYORS  
PLANNERS



Sept 1, 2016



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## PREFACE

The following Community Plan document addresses the proposed improvements as they pertain to the Mt. Saratoga development located in Saratoga Springs, Utah. The property and the proposed improvements for the development by Edge Homes are discussed in detail and follow the requirements set forth within the Community Plan requirements of the City Code of Saratoga Springs. The purpose of the document is to inform the City (Staff, Planning Commission, and City Council) and Public of the proposed general design elements, open space plans, guiding design principles and land uses for the Mt. Saratoga project. In addition, utility capacities based on conceptual plans, will outline the methods used to anticipate the demands and service requirements necessary to provide adequate utility service and infrastructure for both the residences within the development and the City. The Master Development Agreement (MDA) as reviewed by the City of Saratoga Springs is included by reference.



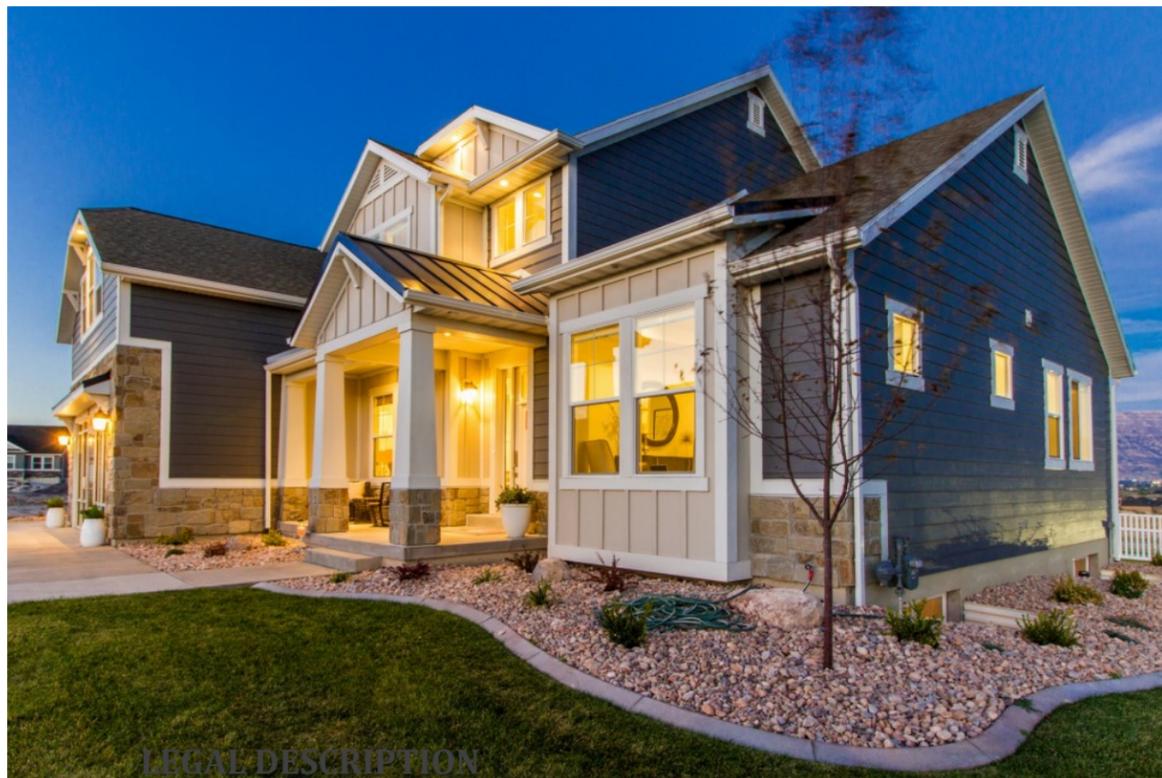
*Exterior Home Example*

## EXECUTIVE SUMMARY

Mt. Saratoga is an approximate 688 acre master planned community located between Pony Express Parkway and State Route 73 along the western boundary of Saratoga Springs with Eagle Mountain. This community plan is an extension of the existing Edge Homes development of Talus Ridge to the east. With this existing project, Edge Homes has a vested interest in the continued quality and success of this area of Saratoga Springs.

The project is ideally situated to promote an active outdoor lifestyle through the preservation and improvement of the existing hillsides and other natural features. The unique aspects of the property provide an opportunity to develop an appealing and distinctive development. These unique aspects include:

- **View.** The proposed park and open space has a 360 degree view of Utah Lake and the surrounding mountains.
- **Topography.** The topography of the site not only allows for distinctive views, but also creates a source of interest and character to the development.
- **Open Space.** The community plan includes over 219 acres of open space with amenities, trails, natural areas and sports facilities. The open space is the focal and connecting feature of the development.
- **Connectivity.** Mt. Saratoga Boulevard will provide a main connection between Pony Express Parkway and SR-73. This allows traffic to be directed to major transportation corridors.



Talus Ridge Model Home



Talus Ridge Model Home Interior Example

- **Housing Product.** The community will contain a variety of housing products including single family, two-family, three-family, townhomes and condominiums.
- **Infrastructure Improvements.** In addition to providing the necessary utilities for the development, Mt. Saratoga is the prime location for culinary and secondary water infrastructure to service portions of the existing City.
- **Commercial, Educational and Religious Facilities.** Mt. Saratoga will incorporate commercial pads, educational and religious facilities as the market demands.

The proposed Community Plan incorporates the following units and approximate acreages:

- 687.93 Total Acres
  - 462.13 Acres Residential/Civic Uses
  - 6.80 Acres Regional Commercial
  - 219.62 Acres Open Space Proposed (31.9%)
    - 138.28 Acres Native Open Space (20.1%)
    - 38.57 Acres Improved Open Space (5.6%)
    - 5.42 Acres Within Multi-Family (0.8%)
    - 37.35 Acres in Storm Basins and Sensitive Lands (5.4%)
- 201 Acre Community Park within the Overall Open Space
- Over 11 Miles of Trails
- 2,400 Total Units
- 3.52 Units per Acre (681.13 Net Acres Residential/Civic)

**LEGAL DESCRIPTION**

Mt. Saratoga contains approximately 688 acres of property. The project has been broken into three parcels, separated by the Rocky Mountain Power corridor. Please see Appendix A for a copy of the ALTA survey performed for the property. The parcel metes and bounds legal description is as follows:

**PARCEL A**

A portion of Sections 16 and 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N88°57'29"W along the Section Line 243.91 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 2662.71 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 913.66 feet to the west line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence along said real property the following two (2) courses: S0°25'08"W 881.29 feet; thence S89°34'01"E 842.75 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 929.06 feet to the south line of the Utah Power & Light Company property as defined by survey; thence along said south line northeasterly along the arc of a 544.00 foot radius non-tangent curve to the left (radius bears: N25°29'07"W) 8.46 feet through a central angle of 0°53'29" (chord: N64°04'08"E 8.46 feet) to the east line of that real property described in Deed Entry No. 4952:2006; thence S0°00'18"E along said real property 253.32 feet to the centerline of Fairfield Road; thence S52°38'12"W along said centerline 988.76 feet to the south line of said Section 21; thence N89°50'39"W along the Section Line 815.95 feet; thence N0°18'01"E 66.00 feet; thence N89°50'39"W 445.51 feet; thence N89°09'33"W 1337.07 feet; thence N0°00'38"E 1438.30 feet; thence N89°09'33"W 265.00 feet; thence N0°00'38"E 830.99 feet; thence N61°54'36"W 141.52 feet; thence N49°30'57"W 433.45 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 574.34 feet to the West 1/4 Corner of said Section 21; thence N0°12'36"E along the Section Line 1259.34 feet to the southerly line of that real property described in Deed Entry No. 83615:2009; thence along said real property the following two (2) courses: N33°39'41"E 1378.72 feet; thence N0°00'19"W 252.99 feet to the North Line of said Section 21; thence S89°00'57"E along the Section Line 41.52 feet to the west line of that real property described in Deed Entry No. 13804:2006; thence N0°15'47"E along said real property 73.56 feet to the northerly line of the Utah Power & Light Company easement as described in Deed Entry No. 4633:1970 and defined by survey; thence N33°57'27"E along said northerly line 2065.85 feet to the intersection with that real property described in Deed Entry No. 24119:2008; thence along said real property the following three (3) courses: N78°02'41"E 32.97 feet; thence N11°49'36"W 32.01 feet; thence N33°57'27"E 814.01 feet to the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 235.19 feet to the Quarter Section Line; thence S0°23'05"W along the Quarter Section Line 651.34 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following seventeen (17) courses: N65°39'53"E 283.43 feet; thence N88°24'59"E 355.06 feet; thence S62°03'18"E 559.95 feet; thence N54°53'34"E 305.11 feet; thence N23°32'32"W 24.369 feet; thence northwesterly along the arc of a 1050.64 foot radius non-tangent curve to the right (radius bears: N66°29'51"E) 208.68 feet through a central angle of 11°22'48" (chord: N17°48'45"W

208.33 feet); thence N12°07'21"W 544.62 feet; thence N57°07'21"W 141.74 feet to a point also being on the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 294.77 feet; thence S32°52'39"W 139.36 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 954.64 foot radius curve to the left 156.00 feet through a central angle of 9°21'45" (chord: S16°48'14"E 155.82 feet); thence N30°49'00"E 240.09 feet; thence N40°46'27"E 158.96 feet; thence N71°01'41"E 369.74 feet; thence N67°13'11"E 178.58 feet; thence S34°08'41"E 138.69 feet; thence S46°39'59"E 560.70 feet to the East Line of Section 16, T5S, R1W, SLB&M; thence S0°21'55"W along the Section Line 2124.85 feet to the point of beginning.

Contains: ±677.51 Acres

**PARCEL B**

A portion of the Southeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located S0°23'19"W along the Section Line 872.14 feet from the East 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S0°23'19"W along the Section Line 451.38 feet; thence N89°30'51"W 126.94 feet; thence S38°52'48"W 335.80 feet; thence S57°12'50"W 153.95 feet to the easterly line of the Utah Power & Light Company property as defined by survey; thence N5°03'00"E along said easterly line 801.20 feet to the south line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence S89°34'01"E along said real property 399.68 feet to the point of beginning.

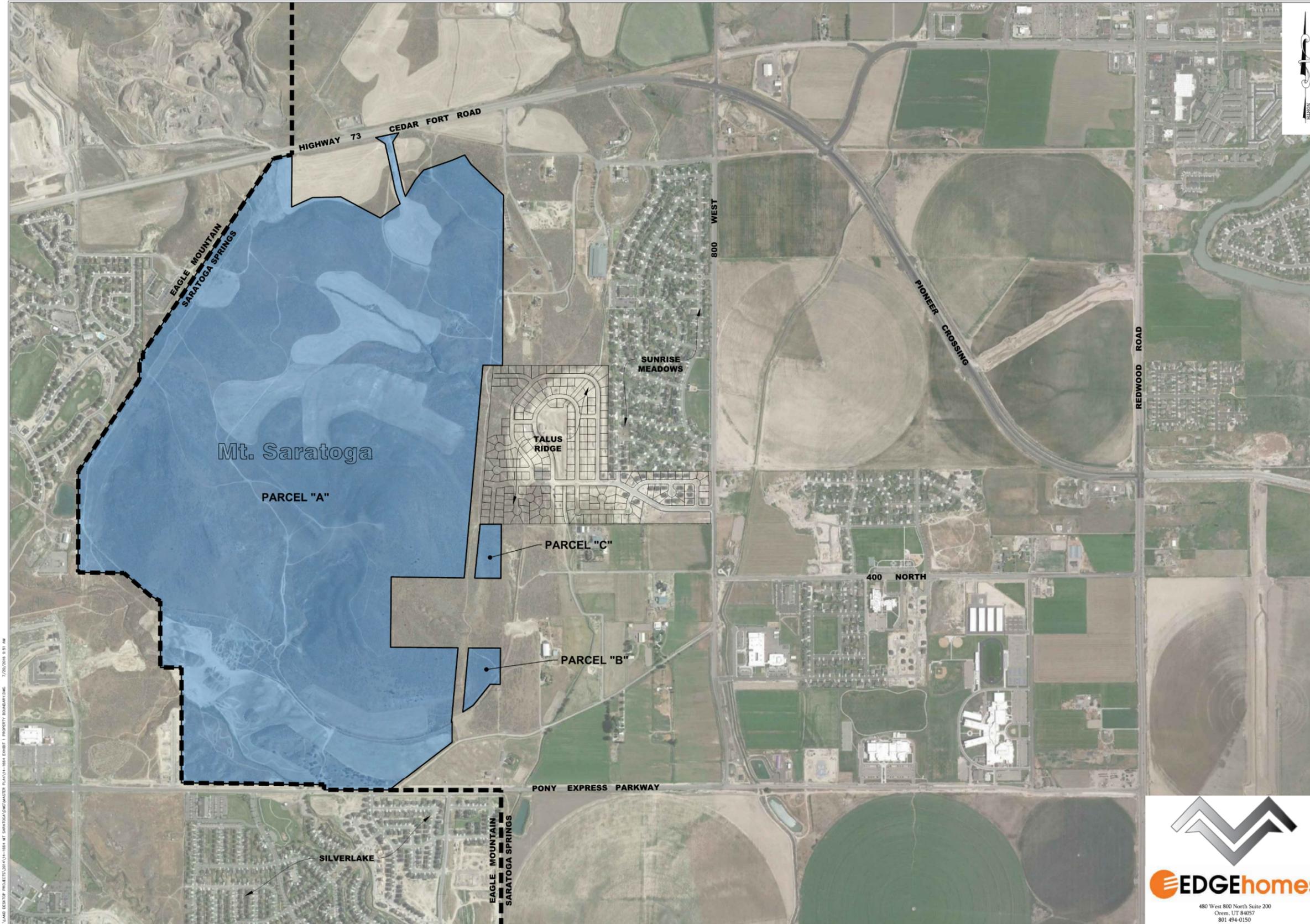
Contains: ±5.75 Acres

**PARCEL C**

A portion of the Northeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the East Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N89°11'23"W 328.41 feet to the easterly line of the Utah Power & Light Company property; thence N5°03'00"E along said easterly line 675.13 feet; thence N89°53'35"E 273.94 feet to the Section Line; thence S0°25'18"W along the Section Line 677.69 feet to the point of beginning.

Contains: ±4.67 Acres



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**Mt. Saratoga**  
EXHIBIT 1 - PROPERTY BOUNDARY

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:	2014-1664
DRAWN BY:	TJP
CHECKED BY:	GDM
SCALE:	N.T.S.
DATE:	7/20/2016
EXHIBIT	1

EDGEhomes  
480 West 800 North Suite 200  
Orem, UT 84057  
801.494.0150

## USE MAP AND BUILDOUT ALLOCATION

The following Use Map, Exhibit 2, depicts the proposed land uses and the conceptual intensity of 3.75 units per acre as proposed for Mt. Saratoga. The project is broken down into five (5) different Villages based on potential development patterns and the progressive construction of infrastructure improvements. The land use tabulations and color coding is broken down into the following categories:

- **Regional Commercial.** This area is located along the frontage of Pony Express Parkway to the west of the proposed Mt. Saratoga Boulevard. The Regional Commercial may be replaced with the pending Community Commercial (CC) Zone or incorporated within the Village Plan process. Anticipated uses will be detailed further within the Village Plan.
- **Church and Civic Use.** An integral part of a master plan development and walkable community is the integration of civic uses such as churches and schools. While the overall site will be accommodating to churches of all faith, the predominant need for church sites will likely be LDS. The plan depicts five (5) LDS church sites located throughout the development. These potential sites will be further detailed within subsequent Village Plans.
- **Single Family Units.** This area is characterized by detached, traditional single family housing products. Examples of the character, quality and finishes are depicted within this document. The single family areas of development have been set based on the proximity and visual impact from existing development within Saratoga Springs. It is the intention to provide a variety of lot and product sizing within the project in order to produce a diverse and sustainable community.
- **Flex Residential Neighborhoods.** Flex Residential Neighborhoods incorporate single family units, as well as two-family and three-family dwelling units. These neighborhoods must contain a minimum of fifty percent (50%) single family units. The use of two and three-family dwellings is consistent with the General Plan and may be utilized within these neighborhoods. Details regarding locations of product design will be provided within the individual Village Plans.



Townhome Example



Single Family Housing Example

- **Multi-Family Units (four or more attached units).** The location of multi-family neighborhoods has been based on their proximity to amenities, major transportation corridors and suitable topography. Particular care is also placed on locating these neighborhoods in areas that are not highly visible from existing development within Saratoga Springs. Examples of the character, quality and finishes are depicted within this document.
- **Open Space.** The overall site contains over 219 acres (31.9%) of open space with a vast majority incorporated into a connected community park with trails, amenities and improvements. Please see the Open Space section of this document for further information.
- **Storm Basins.** In conjunction with a preliminary storm drainage study, proposed storm basin sites have been identified. It is intended that the basins will be integrated into the overall grading and open space uses where possible. The final location, grading and size of these improvements will be completed during the subdivision phase of each Village.

The individual Village information is based on the following land use intensities:

- Two (2) Equivalent Residential Units (ERUs) per commercial acre have been used for planning purposes. Final commercial ERU's will be determined at the time of building permit application.
- For the purposes of estimating utility capacities, two (2) ERUs per LDS church site will be allocated. If a LDS Stake Center is anticipated with a Village Plan, three (3) ERUs will be allocated.
- 4.11 persons per residential ERU has been used for estimating projected populations.
- Four (4) full-time employees per commercial acre is used for conceptual planning purposes. As the potential commercial uses are further defined within the Village Plans, these employee numbers may be updated.

## USE MAP AND BUILDOUT ALLOCATION

The five (5) Villages and their associated ERU and acreage are as follows:

- VILLAGE 1 – Quailhill at Mt. Saratoga**

This Village is the initial phase and will set the tone for all remaining Villages. Quailhill will contain three distinct products of single family lots of varying size, townhomes and condominiums. An improvement with this Village includes a large portion of Mt. Saratoga Boulevard which is the main transportation spine of the overall development. The Boulevard will span from Pony Express Parkway and terminate at the first roundabout.

Regional Commercial Use:	6.8 Ac (4%)	15 ERUs (2%)
Church/Civic Use:	17 Ac (9%)	14 ERUs (2%)
Single Family Residential Units:	94 Ac (49%)	462 ERUs (61%)
Multi-Family Units:	16 Ac (7%)	261 ERUs (35%)
Open Space:	59 Ac (31%)	
Projected Population:	2,972 Persons	
Projected Employment:	30 Equivalent Full Time Jobs	

- VILLAGE 2 – Talus at Mt. Saratoga**

This Village is a natural extension of the existing Talus Ridge development and will contain comparable lot sizing and product. In addition, open space will be expanded and integrated between the two developments.

Single Family Units:	64 Ac (70%)	192 ERUs (100%)
Open Space:	28 Ac (30%)	
Projected Population:	789 Persons	

- VILLAGE 3 – Highridge at Mt. Saratoga**

Highridge is located at the convergence of the transportation corridors and centered within all the project open space amenities. The topography of the site produces a natural bowl area which is obscured from view from other properties within Saratoga Springs. These unique aspects make this area ideal for more intense density land uses.

Flex Residential Units:	51 Ac (43%)	383 ERUs (47%)
Multi-Family Units:	30 Ac (25%)	385 ERUs (51%)
Church/Civic Use:	5 Ac (4%)	3 ERUs (2%)
Open Space:	33 Ac (28%)	
Projected Population:	3,156 Persons	



Townhome Interior Example



Condominium Exterior Example

## USE MAP AND BUILDOUT ALLOCATION

- VILLAGE 4 – Overlook at Mt. Saratoga**

Overlook contains the largest of the single family lots within the project. The lots are a prominent feature of the development and will provide the best views from the development and are integrated into the open space areas. The lots have been located to maximize the unique characteristics of the area while still providing an adequate buildable pad.

Single Family Residential Units:	96 Ac (62%)	242 ERUs (100%)
Open Space:	59 Ac (38%)	
Projected Populations:	995 Persons	

- VILLAGE 5 – Ridgehorne at Mt. Saratoga**

Ridgehorne, the final Village, is located at the far north of the project and is the transition to the more intensive uses which will be located along SR-73. Higher density is ideal in this location due to the ease of access to major transportation routes and the proximity to the regional trail networks along the power corridors. There is a community commercial area located adjacent to this Village and SR-73.

Single Family Residential Units:	24 Ac (18%)	92 ERUs (15%)
Flex Residential Units:	61 Ac (47%)	383 ERUs (27%)
Church/Civic Uses:	7 Ac (5%)	
Open Space:	38 Ac (30%)	
Projected Population:	1,952 Persons	



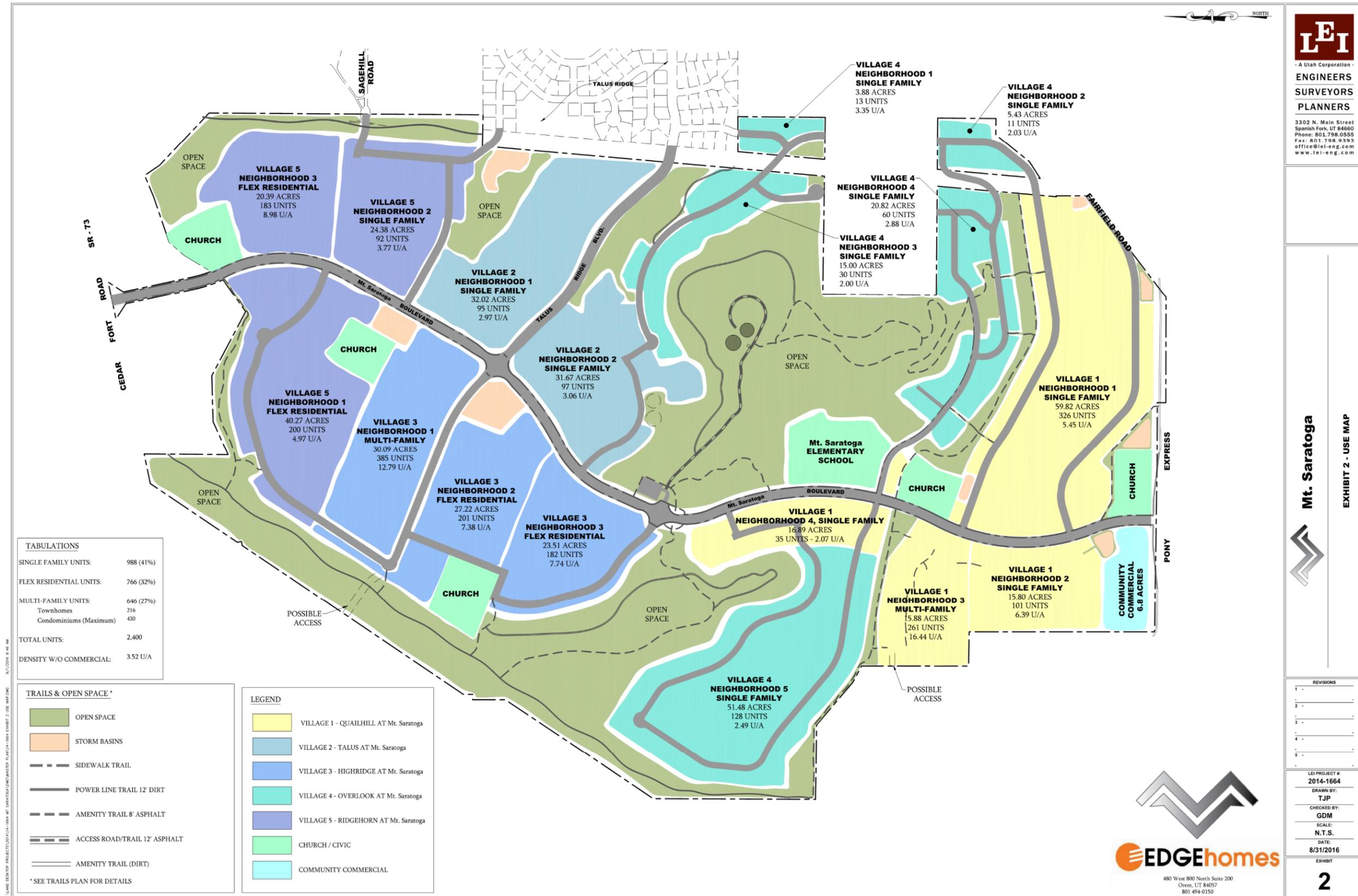
*Townhome Exterior Example*



*Single Family Housing Example*



*Condominium Exterior Example*



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Mt. Saratoga

EXHIBIT 2 - USE MAP



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 Orem, UT 84057  
 801 494-0150

## OPEN SPACE PLAN

Integration of open space and the use of the natural topography of the site have been key elements in the design process of Mt. Saratoga. The ridgeline contained within the project provides an ideal combination of recreation opportunities, trails, views and connectivity while protecting the view corridor for the existing Saratoga Springs residents. The Open Space Master Plan depicts the results of this planning effort.

Improved parks and trails are well placed, designed, reach into, and become embraced by the native landscaping that strengthens the links between neighborhoods. Pedestrian wayfinding is introduced by subtle trail markers to provide a sense of safety, orientation and unity as users explore the massive open spaces that surround Mt. Saratoga. Fencing is important to assist in defining space that will be sensitively designed and placed to compliment the sites natural character.

Key elements of the Open Space Master Plan include the following:

- **Community Park.** The proposed community park boundary encompasses approximately 201 acres. The intent of this large area is to meet the requirements of a community park as outlined in the Saratoga Springs Parks, Recreation, Trails and Open Space Master Plan. The master plan lays out locations for community parks to service development areas within a one mile radius, but did not place a community park within service distance to Mt. Saratoga. Therefore, the proposed community park will meet the recreation level of service for the development. The Community Park will be completed in phases according to Exhibit 5, "Open Space Phasing." As areas of the Community Park are completed through the final plat and improvement process, they will be dedicated to Saratoga Springs for ownership and maintenance.
- **Amenities.** The open space requirement and associated proposed amenities are based on the Open Space Standards as contained within this document. These standards have been adopted from the draft ordinance proposal by the Saratoga Springs planning staff. The standards require the determination of an equivalent open space acreage based on proposed land uses. The land uses vary from fully improved open space with full access to unimproved sensitive lands. The equivalent open space is required to be above one acre per 40 residential units. The amenities are then determined based on a point system at a minimum of 50 points per required equivalent acre. Amenities are rated by category of improvement and point allowances. The Open Space Calculations tabulation shown herein follows this process and itemizes proposed amenities to be built within the community. These amenities are subject to the following:
  - The proposed amenities outlined within the Open Space Calculations are conceptual in nature and based on the current Land Use Plan. Modifications may be proposed with subsequent Village Plans based on decrease of density or open space design change. Any modifications must be equal or greater in points and based on the point system established within the Open Space standards.
  - Should any neighborhoods identified as multi-family within the land use plan be amended to single family lots, the open space and amenities associated with the multi-family neighborhood will be reduced proportionately to the number of multi-family units being converted to single family.
  - In no case shall the overall project open space be reduced below thirty percent (30%). In the event the Villages are improved out of order, a minimum cumulative thirty percent (30%) open space will be provided. The amenity packages for each phase will be improved with each Village as it develops.

- Based on the current land use plan of 2,400 units, the minimum amenities points as outlined with the open space calculations is 3,000.
- In order to provide a more diverse and amenity based development a total amenity points of 3,637 is to be completed based on the current Land Use Plan.
- The open space and amenity point tabulations may be amended proportionally with the reduction of units, enlargement of single family lots, or conversion of multi-family to single family.
- Additional equivalent acreage is limited to a maximum of fifty percent (50%) of required amenity points.
- In that Mt. Saratoga has significant and extraordinary infrastructure requirements which will be beneficial to the project and the City, acknowledgement of infrastructure costs will be factored into the timing requirements of open space and associated amenities.
- **Proportionate Open Space and Amenity Points.** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space at a minimum of thirty percent (30%) land mass. This method will insure a consistent level of service for all Villages within the development. See Exhibit 5 - "Open Space Phasing Plan" within the Open Space section of this document for further details and acreages. Amenity points are based on proposed ERU counts and will also be constructed proportionately. Please see the spreadsheet for the proposed amenities by Village.



*Pedestrian Underpass Example*

	# Units	Units / Ac	Required Acres
Required Open Space (Equivalent Acre)	2,400	40	60.0

Equivalent Open Space

Land Use	Multiplier	Actual Acres	Equivalent Acres
Unimproved, Not Sensitive Lands	0.15	-	-
Sensitive Lands - No Access	0.15	-	-
Sensitive Lands - Limited Access	0.45	30.3	13.6
Improvements of Existing City Owned OS	0.67	-	-
Detention Basin - Limited Access	0.67	7.1	4.7
Detention Basin - No Access	-	-	-
Partially Improved	0.75	138.3	103.7
Fully Improved with Limited Access (Within Multi-Family)	0.75	5.4	4.1
Fully Improved with Full Access	1.00	38.6	38.6

**Total Open Space Acres** 220  
**Total Equivalent Open Space Acres** 164.7  
**Required Amenity Points @ 50 per Equivalent Acre** 3,000.0

## Mt. Saratoga Open Space Calculations

Proposed Amenities

Item	Category	Points	Quantity	Total Points	Village 1		Village 2		Village 3		Village 4		Village 5	
					Quantity	Total Points	Quantity	Total Points	Quantity	Total Points	Quantity	Total Points	Quantity	Total Points
Swimming Pool (Multi-Family Areas)	A	137.5	1.0	137.5	0.0	0.0	0.0	0.0	1.0	137.5	0.0	0.0	0.0	0.0
Bathrooms (With Pavillion)	B	92.8	1.0	92.8	1.0	92.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pavillion, Extra Large	B	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Playground	C	26.0	4.0	104.0	2.0	52.0	0.0	0.0	1.0	26.0	1.0	26.0	0.0	0.0
Trail, Hard Surface (per 1,000')	D	20.6	52.6	1,084.2	21.4	440.0	5.2	106.6	7.0	144.2	9.0	185.4	10.1	208.0
Swing Set	D	12.5	4.0	50.0	2.0	25.0	0.0	0.0	1.0	12.5	1.0	12.5	0.0	0.0
Basketball - Half Court	D	8.3	2.0	16.6	0.0	0.0	0.0	0.0	2.0	16.6	0.0	0.0	0.0	0.0
Baseball Diamond - Little League	E	4.4	1.0	4.4	1.0	4.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trail, Dirt (per 1,000')	E	1.5	6.8	10.3	2.0	2.9	1.7	2.5	1.8	2.7	1.4	2.1	0.0	0.0
Drinking Fountain	F	1.2	7.0	8.4	4.0	4.8	0.0	0.0	2.0	2.4	0.0	0.0	1.0	1.2
Table	F	0.8	20.0	16.0	6.0	4.8	2.0	1.6	6.0	4.8	2.0	1.6	3.0	2.4
Trash Can	F	0.7	30.0	21.0	9.0	6.3	3.0	2.1	9.0	6.3	3.0	2.1	5.0	3.5
Workout Station	F	0.5	6.0	3.0	3.0	1.5	0.0	0.0	1.0	0.5	1.0	0.5	1.0	0.5
Park Benches	F	0.4	30.0	12.0	9.0	3.6	3.0	1.2	9.0	3.6	3.0	1.2	5.0	2.0
BBQ Grills	F	0.3	10.0	3.0	3.0	0.9	1.0	0.3	3.0	0.9	1.0	0.3	2.0	0.6
Parking Spaces (Clubhouses & Main Park)	P	0.7	59.0	41.3	59.0	41.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Proposed Amenities Not Listed</b>														
Pedestrian Underpass	A	150.0	1.0	150.0	1.0	150.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Clubhouse Associated w/Pool	A	150.0	1.0	150.0	0.0	0.0	0.0	0.0	1.0	150.0	0.0	0.0	0.0	0.0
Clubhouse - Small	B	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Frisbee Golf	B	50.0	1.0	50.0	0.0	0.0	1.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0
Additional Equivalent Acreage (164.7-60.0) <sup>1</sup>	C	40.0	104.7	1,500.0	31.5	451.9	8.4	120.0	33.5	480.0	10.6	151.3	20.7	296.9
Dog Park	C	25.0	1.0	25.0	0.0	0.0	1.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0
Pickleball Court	D	8.3	1.0	8.3	0.0	0.0	1.0	8.3		0.0		0.0		0.0
<b>Total Amenity Points</b>				<b>3,637.8</b>		<b>1,432.2</b>		<b>317.6</b>		<b>988.0</b>		<b>383.0</b>		<b>515.1</b>
<b>Notes:</b>				<b>ERU</b>		723		192		768		242		475
1 - Additional equivalent acreage is limited to a maximum of 50% of required amenity points.				<b>ERU (%)</b>		30.1%		8.0%		32.0%		10.1%		19.8%
				<b>Amenity Points Req. per Village</b>		1,095.9		291.0		1,164.1		366.8		720.0
				<b>Cumulative Amenity Points Required</b>		1,095.9		1,386.9		2,551.0		2,917.8		3,637.8
				<b>Cumulative Amenity Points Total</b>		1,432.2		1,749.9		2,737.9		3,120.8		3,635.9

- **Talus Ridge Park Extension.** The existing Talus Ridge development to the east contains a 3.4 acre park which will be extended through Mt. Saratoga with an additional 7.9 acres of open space. This area contains one of the main drainages for the area and will be designed with detention basins and connection to the existing master plan storm drainage infrastructure installed in Talus Ridge.
- **Trails.** The project includes over 11 miles of trails as shown within Exhibit 4, “Trails Plan.” This vast trail network includes:
  - **Powerline Corridor Trail.** The City’s master plan calls for trails along the power corridor at both the east and west borders of the project. These trails, at a total length of over 8,000 feet, will be generally through natural areas and connect improved park and open space areas. As requested, these trails will be natural dirt surface with minimal grading for drainage purposes. Connectivity will be provided to the paralleling Eagle Mountain trail.
  - **Amenity Trails.** Connections through the park and open space areas and between the powerline corridor trails will generally be provided by amenity trails. These trails will provide access along the ridgelines with multiple access points into the housing areas. The overall length of amenity trails is approximately 20,700 feet.
  - **Access Road / Trail.** A portion of the ridgeline trail will also serve as the access road to the culinary and secondary water infrastructure. This trail will be upsized to 12’ concrete in order to accommodate maintenance vehicles and will be about 2,400 feet in length.
  - **Sidewalk Trail.** In order to provide a more multi-purpose pedestrian and bike use of the main boulevards, the standard sidewalks have been upgraded to an 8’ concrete trail. The road cross sections have been adjusted accordingly and the length of trail is over 22,000 feet.
  - **Dirt Trails.** In addition to the hard surface trails along the ridgeline open space, graded natural surface trails are proposed to access areas of open space. These trails are also intended to accommodate mountain biking. The total proposed length is almost 6,000 feet.
- **Pedestrian Underpass.** The trails, parking area and major amenities culminate at the round-about located at the center of the community and along the ridgeline. In order to provide a safe crossing of the boulevard and connection of trail and amenities, a pedestrian underpass is proposed. The underpass will be designed with adequate visibility, lighting and safety elements. In addition, if an elementary school is located within Neighborhood 5 of Village 1, the pedestrian underpass will provide a safe crossing for the students. This underpass element will provide interaction between villages and access to community amenities.
- **Monumentation and Signage.** Community signage is deliberate and meant to reflect this site’s sense of place with materials that highlight the rustic environment and native open spaces while embracing the careful touch that Edge Homes has put on the land. Monumentation and signage will meet the sign requirements set forth in Title 19.18.07 of the City Code, except as outlined below:
  - **Entry Monumentation.** The primary entrance to Mt. Saratoga will be at the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. A concept plan of the monumentation at this intersection is shown on Page 12 and 13. This concept entry monument features are not to scale and actual monuments will meet the sign requirements of the City Code, with a maximum signage height of 10 feet and an overall height limitation of 20 feet. This entry monument will set the theme of style and material use to be used throughout the development. Examples of use of material

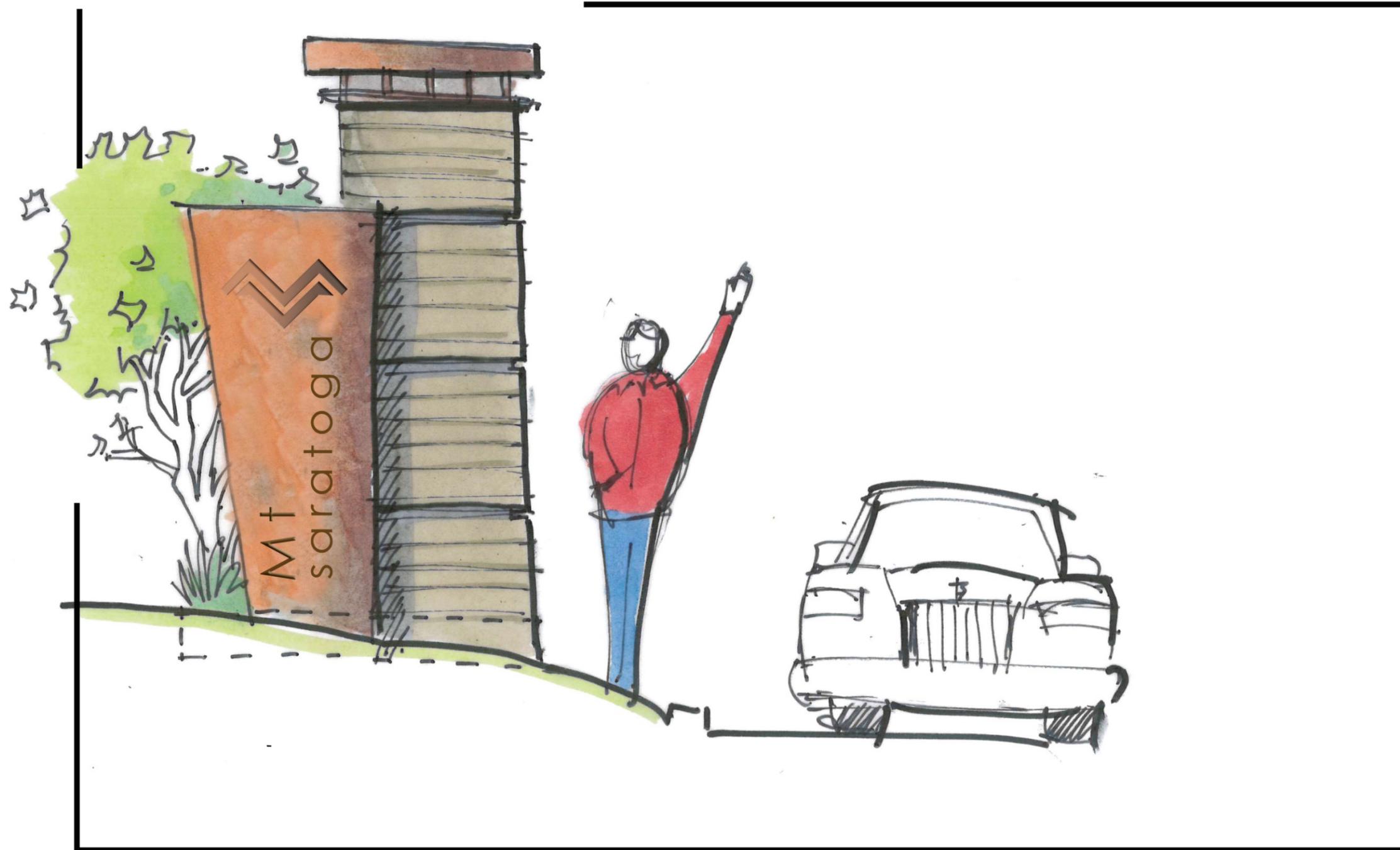
finishes and lettering are shown on Page 17. This monument will be owned and maintained by the Master Home Owners Association.

- Mt. Saratoga entry monuments may contain two balanced elements as shown in the conceptual plan on Page 13.
- **Monument Feature.** Second tier monument features are proposed to be located at secondary entrances and key feature points. In particular, these monuments are planned for the north end of the development along Mt. Saratoga Boulevard, the project entrance from Talus Ridge and consistent features placed within the center island of the roundabouts along Mt. Saratoga Boulevard. The monument features, as shown in the following concept example, incorporate similar style and materials as the main entry monumentation. These monuments will be owned and maintained by the Master Home Owners Association.
- **Signage.** Third tier features will be detailed at the Village plan stage of development. These features will create a specific sense of place on a Village basis and borrow elements and materials from the main monumentation theme of the overall development. Signage elements to be addressed include:
  - Individual Village Entry monuments.
  - Street signs.
  - Directional signage.
  - Collective mailbox façade.



*Pedestrian Underpass Example*

# SECONDARY ENTRY MONUMENTATION



MONUMENTATION FEATURE EXAMPLE



# Mt. Saratoga Entry Monument Perspective



**ENTRY MONUMENTATION EXAMPLE**





- PROPOSED OPEN SPACE AMENITIES**
- A** SWIMMING POOL (MULTI-FAMILY AREAS)
  - B** BATHROOMS (WITH PAVILION)
  - C** PAVILION, EXTRA LARGE
  - D** PLAYGROUND
  - E** TRAIL, HARD SURFACE (PER 1,000')
  - F** SWING SET
  - G** BASKETBALL - HALF COURT
  - H** BASEBALL DIAMOND
  - I** TRAIL, DIRT (PER 1,000')
  - J** DRINKING FOUNTAIN
  - K** TABLE (distributed proportionally)
  - L** TRASH CAN (distributed proportionally)
  - M** WORKOUT STATION
  - N** PARK BENCHES (distributed proportionally)
  - O** BBQ GRILLS (distributed proportionally)
  - P** PARKING SPACES - CLUB HOUSE & MAIN PARK
- PROPOSED AMENITIES NOT LISTED**
- Q** PEDESTRIAN UNDERPASS
  - R** CLUBHOUSE - Large (ASSOCIATED W/POOL)
  - S** CLUBHOUSE - Small
  - T** FRISBEE GOLF
  - U** ADDITIONAL OPEN SPACE AREA
  - V** DOG PARK
  - W** PICKLEBALL COURT

- STORM BASINS**
- 1 REMOVED
  - 2 STORM BASIN - 1.29 ac.
  - 3 STORM BASIN - 1.36 ac.
  - 4 STORM BASIN - 2.45 ac.
  - 5 REMOVED
  - 6 STORM BASIN - 0.30 ac.
  - 7 STORM BASIN - 0.67 ac.
  - 8 STORM BASIN - 0.33 ac.
  - 9 STORM BASIN - 0.19 ac.
  - 10 STORM BASIN - 0.46 ac.

**LEGEND**

SINGLE FAMILY RESIDENTIAL	STORM BASINS
MULTI-FAMILY RESIDENTIAL	SENSITIVE LANDS > 30% SLOPE / OTHER
IMPROVED OPEN SPACE	CHURCH / CIVIC
NATIVE OPEN SPACE	PEDESTRIAN UNDERPASS

- TRAILS - see Trails Plan**
- POWERLINE CORRIDOR TRAIL (12' DIRT)
  - AMENITY TRAIL (8' ASPHALT)
  - ACCESS ROAD/TRAIL (12' ASPHALT)
  - SIDEWALK TRAIL (8' CONCRETE)
  - TRAIL (DIRT)
- MONUMENTS**
- ENTRANCE MONUMENTION
  - MONUMENT FEATURE
- NOTES**
- THE FEATURES AND AMENITIES IN THIS EXHIBIT ARE CONCEPTUAL IN NATURE.
  - EXISTING DRAINAGE WILL BE INCORPORATED INTO THE OVERALL OPEN SPACE PLAN AND IMPROVED ACCORDING TO CITY STANDARDS.

**OPEN SPACE TABULATIONS**

OVERALL AREA: 687.93 ACRES  
 OPEN SPACE REQUIRED: 206.38 ACRES (30%)

**OPEN SPACE PROPOSED**

NATIVE: 138.28 ACRES (20.10%)  
 IMPROVED: 38.57 ACRES (5.61%)  
 WITHIN MULTI-FAMILY: 5.42 ACRES (0.79%)  
 Village 1, Neighborhood 3: 2.38 acres  
 Village 3, Neighborhood 1: 3.04 acres  
 STORM BASINS: 7.05 ACRES (2.09%)  
 SENSITIVE LANDS: 30.30 ACRES (4.40%)  
**TOTAL: 219.62 ACRES (31.92%)**

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**Mt. Saratoga**

EXHIBIT 3 - OPEN SPACE MASTER PLAN

REVISIONS

1	
2	
3	
4	
5	

LEI PROJECT #  
**2014-1664**

DRAWN BY:  
**TJP**

CHECKED BY:  
**GDM**

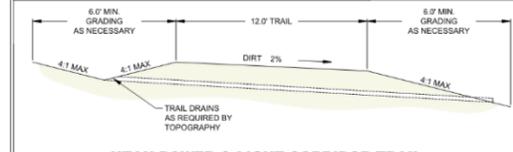
SCALE:  
**N.T.S.**

DATE:  
**8/31/2016**

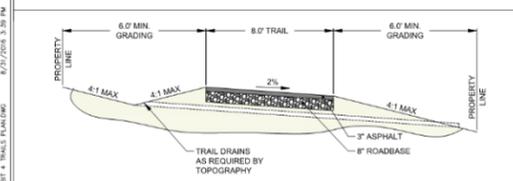
EXHIBIT  
**3**



- TRAILS - See Trails Plan**
- POWERLINE CORRIDOR TRAIL (12' DIRT) - 8,032 ltr.
  - - - AMENITY TRAIL (8' ASPHALT) - 23,026 ltr.
  - - - ACCESS ROAD/TRAIL (12' ASPHALT) - 2,444 ltr.
  - - - SIDEWALK TRAIL (8' CONCRETE) - 18,756 ltr.
  - TRAIL (DIRT) - 5,931 ltr.



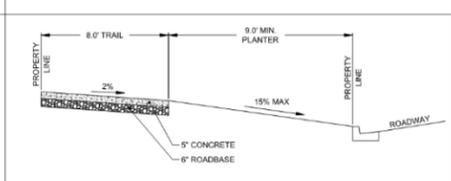
- NOTES:**
- 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
  - REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
  - WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



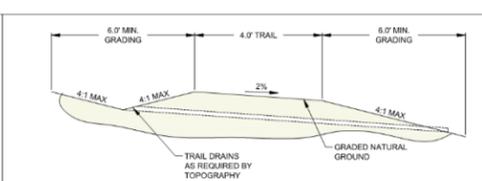
- NOTES:**
- 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
  - REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
  - WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



- NOTES:**
- 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
  - REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
  - WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



- NOTES:**
- 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
  - REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
  - WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



- NOTES:**
- 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
  - REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
  - WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.

**LEGEND**

<span style="background-color: #e6f2e6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	SINGLE FAMILY RESIDENTIAL
<span style="background-color: #fce4d6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	MULTI-FAMILY RESIDENTIAL
<span style="background-color: #c8e6c9; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	IMPROVED OPEN SPACE
<span style="background-color: #a5d6a7; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	NATIVE OPEN SPACE
<span style="background-color: #ffe0b2; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	STORM BASINS
<span style="background-color: #e0ffe0; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	CHURCH / CIVIC
<span style="color: blue; font-weight: bold;">—</span>	PEDESTRIAN UNDERPASS

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**Mt. Saratoga**  
 EXHIBIT 4 - TRAILS PLAN

REVISIONS	
1.	
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LEI PROJECT #  
**2014-1664**  
 DRAWN BY:  
**TJP**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**N.T.S.**  
 DATE:  
**9/1/2016**  
 EXHIBIT  
**4**

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**Mt. Saratoga**  
**EXHIBIT 5 - OPEN SPACE PHASING**

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 801.494.0150

### Entry Monumentation



A. Textured Concrete



B. Rammed/Layered Concrete



### STEEL SIGNAGE/ACCENT OPTIONS

Stainless w Cut-Out



Stainless Letters on Blackened Steel



Corten Panel



Steel Gabion

## A MONUMENT MATERIALS AND FINISHES

EDGE HOMES  
Mt. Saratoga Entry  
northland  
DESIGN GROUP  
Landscape Architecture + Land Planning

## GUIDING PRINCIPLES

As the planning and vision of Mt. Saratoga has evolved over the last several years, several guiding principles have stayed consistent and have been the basis for this Community Plan. These principles are intended to produce a quality and livable community that is the showpiece of Edge Homes. Each of these guiding principles will be enhanced and explored further with each subsequent Village Plan:

- **Continued Quality.** Edge Homes has a vested interest in the development of this area of Saratoga Springs. With Mt. Saratoga, Edge Homes is continuing to build upon the quality that has been established in the adjacent subdivision of Talus Ridge. With a majority of the phases complete and housing construction on-going, Talus Ridge is a prime example of the quality, housing product and business practices of Edge Homes. This successful project was developed as a standard subdivision, but was intended to be the first step toward this overall master plan community. With this beginning, Edge Homes will continue the quality of development and expectations as demonstrated by Talus Ridge.
  - **Establishment of Standards.** In order to ensure this continued quality to the City, Covenants, Conditions and Restrictions (CC&Rs) will be submitted at each final plat approval. These CC&Rs are the basic template for more detailed and specific requirements that will be adopted with each Village Plan.



*Talus Ridge Model Home*



*Talus Ridge Model Home*

- **Livable Community.** While often overused, the term “livable community” is a main goal of Mt. Saratoga and is defined by Edge Homes to be a community that can be all inclusive for the housing, recreation, interaction, worship and education needs of an individual or family. In order to meet this goal, the community must emphasize product diversity, transportation connectivity, integration of open space and respect for the underlying land.
  - **Variety of Product.** Diversity of housing product can help produce a livable community. Mt. Saratoga will provide housing product to meet each life stage from young couples, families and retirement.
- **United Theme.** In order to distinguish Mt. Saratoga, an overall sense of place will be incorporated and utilize the Mt. Saratoga logo as distinguishing feature to be incorporated in street signage and monumentation. The logo integrates the “M” in Mt. Saratoga and silhouettes the Oquirrh Mountains in the background. These overall themes will be further detailed and enhanced in each Village plan. Theming is to incorporate the following attributes:
  - **Monumentation.** As discussed earlier in this document, monumentation will be consistent for the overall project and encompass the entry monuments and directional signage.
  - **Streetscapes.** As discussed with this document, streetscapes will be consistent throughout the development with the incorporation of street trees and landscape planter areas. Proposed street tree species will be coordinated with the City’s approved plant list to determine suitability and longevity for the site. Consistent fencing will be placed along both Mt. Saratoga Boulevard in a manner to blend with the natural surroundings while providing a degree of privacy to the adjacent residential backyards.

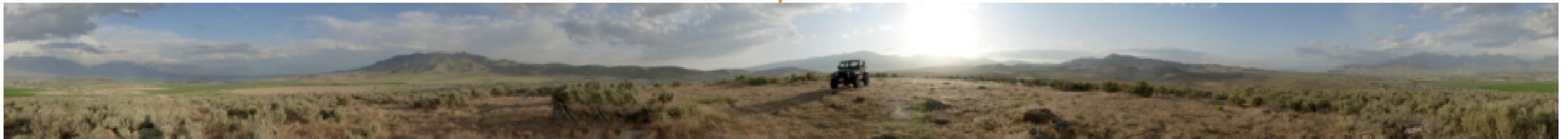
## GUIDING PRINCIPLES

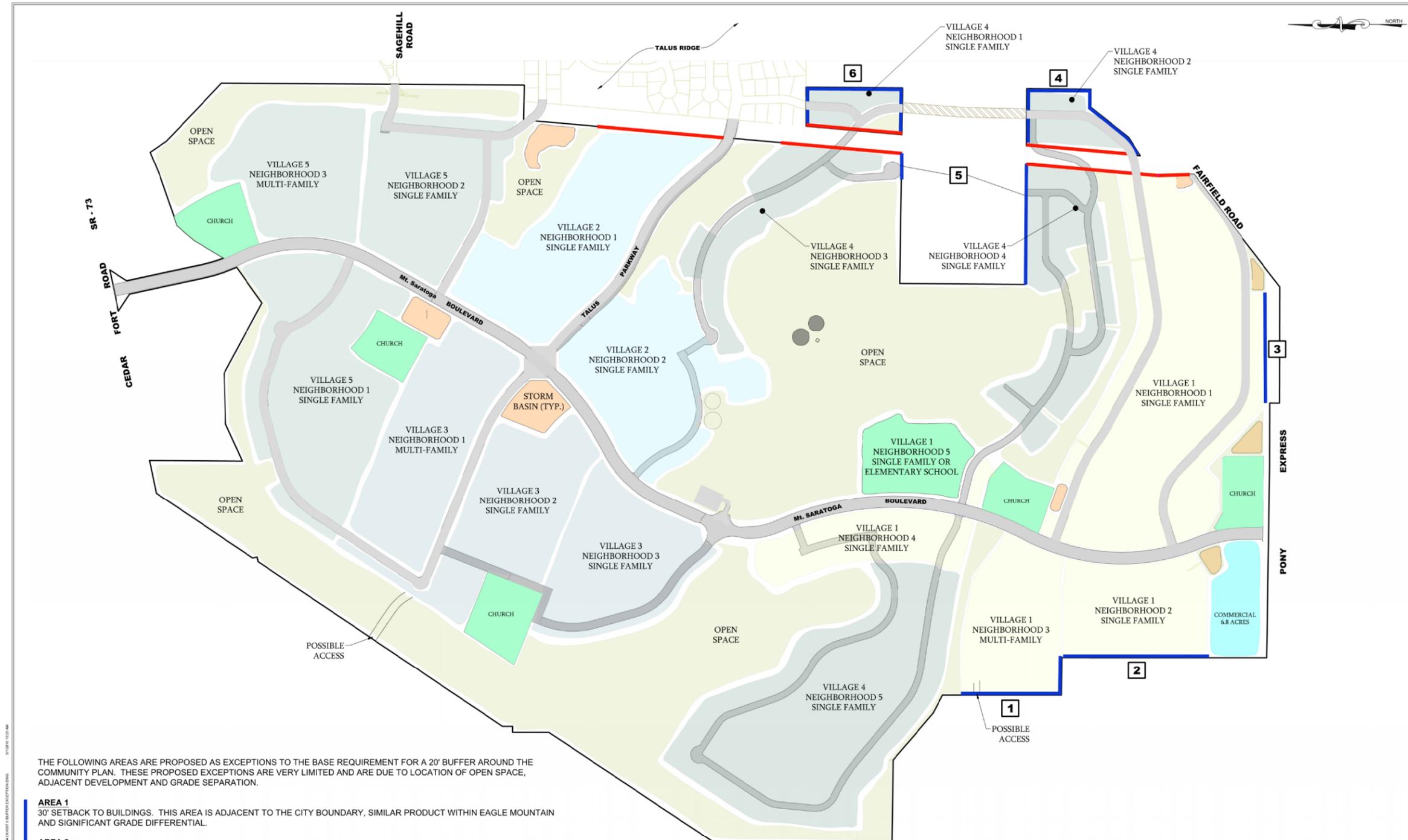
- **Minimize Impacts.** A variety of techniques have been incorporated within the Mt. Saratoga development to decrease the impacts on the surrounding area and adjacent neighbors to the project. This is accomplished through the use of topography, natural buffers, trail corridors and architecture. It should also be noted that Mt. Saratoga will enhance the neighboring properties by providing recreational opportunities, trail connectivity, transportation connectivity and utility infrastructure.
  - **Views.** The overwhelming physical attributes of the project are the unique topography and unparalleled views in all directions of the site. In order to preserve these attributes, the vast majority of the hillside and ridgelines have been used as open space and locations for community amenities. As development of subsequent village plans are considered, particular attention will be placed on grading, house placement and orientation to work with the existing topography and enable the individual homes to enjoy the natural view and access to open space. Detailed sight line studies will be presented with each Village Plan.
  - **Exterior Planned Community Buffer.** A vast majority of the community's exterior boundary borders open space uses. Exceptions and their respective explanation are contained within Exhibit 6, "Buffer Exception Exhibit."
  - **Use of the Existing Topography.** Although challenging at times, the existing topography and sensitive lands within the Mt. Saratoga development can create a natural barrier that can be used to separate varieties in density between adjacent neighborhoods. Life at Mt. Saratoga provides a unique sense of place from its surrounding neighbors. Homes are sensitively sited against backdrops of preserved, native rolling hills and naturally occurring tucked in spaces. These are interconnected by the always present native open spaces found throughout the community melding together neighborhoods and people.
  - **Natural Buffers.** As described above, the use of the existing topography and preservation of the natural vegetation will provide a difference in elevation and land use between to different residential zones. The combination of the two natural buffer types provide a more preferred mitigation method rather than providing man-made buffers such as streets, fences, etc.
  - **Trail Corridors.** The east, west and south sides of Mt. Saratoga contain master plan trail corridors. In addition, the east and west corridors follow the Rocky Mountain Power powerlines which allow a minimum of 120 feet of space between adjacent uses.
  - **Architecture.** Homes that are highly visible from neighboring communities will be evaluated to provide 360 degree architecture in order to minimize the visual impacts.



*Hillside Development Example, Rosecrest Model Home*

- **Master Planning.** One of the most significant benefits of a community plan is the ability to master plan all aspects of the development from housing to utility serviceability. With master planning, the overall aspects of multiple parcels are taken into account rather than simply planning individual parcels. This allows efficiencies for not only the developer, but the City as well, through cohesive utility plans, consistency and patterned development phasing. The master planning for Mt. Saratoga, as demonstrated herein, has incorporated each utility, open space, pedestrian system and development standards.
  - **Public Benefit.** Mt. Saratoga is situated ideally to provide significant public benefit. Transportation connectivity is a major benefit that will be provided by the Mt. Saratoga Boulevard connection of Pony Express Parkway and SR-73. This connection will relieve traffic on 800 West, provide access to major retail and commercial centers of Saratoga Springs and also direct pass-through traffic to the major transportation corridors. The site also provides ideal sites for the installation of culinary and secondary water system improvements which will service not only the development, but significant areas of the City.





THE FOLLOWING AREAS ARE PROPOSED AS EXCEPTIONS TO THE BASE REQUIREMENT FOR A 20' BUFFER AROUND THE COMMUNITY PLAN. THESE PROPOSED EXCEPTIONS ARE VERY LIMITED AND ARE DUE TO LOCATION OF OPEN SPACE, ADJACENT DEVELOPMENT AND GRADE SEPARATION.

- AREA 1**  
30' SETBACK TO BUILDINGS. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, SIMILAR PRODUCT WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE DIFFERENTIAL.
- AREA 2**  
15' SETBACK TO HOUSES. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, TOWNHOMES OR OPEN SPACE WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE SEPARATION.
- AREA 3**  
30' SETBACK FROM PONY EXPRESS RIGHT-OF-WAY TO HOUSES. THIS AREA ALREADY INCORPORATES SIGNIFICANT LANDSCAPE BUFFER WITHIN THE PROPOSED PONY EXPRESS WIDENING. THE LOTS ALSO HAVE A SIGNIFICANT GRADE CHANGE WHICH ALLOWS WALK-OUT BASEMENTS AND ADDITIONAL GRADING TO THE RIGHT-OF-WAY. LOTS TO BE A MINIMUM OF 110' IN DEPTH
- AREA 4**  
THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

**AREA 5**  
THESE AREAS ARE ADJACENT TO AN INTERNAL PROPERTY OWNED BY A DIFFERENT ENTITY. ANY FUTURE DEVELOPMENT OF THIS PARCEL WOULD BE SIMILAR IN NATURE AND SHOULD APPEAR TO BE SEAMLESSLY INCORPORATED, THEREFORE, A BUFFER IS NOT RECOMMENDED.

**AREA 6**  
THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

THESE AREA ARE TECHNICALLY BOUNDARIES, BUT ARE ADJACENT TO POWER CORRIDORS WHICH ARE MASTER PLANNED AS OPEN SPACE AND TRAILS. THEREFORE, NO BUFFER IS PROPOSED.

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NOT FOR CONSTRUCTION

**MT. Saratoga**  
 SARATOGA SPRINGS, UTAH  
 EXHIBIT 6 - BUFFER EXCEPTION

REVISIONS	
1	
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LEI PROJECT #:  
**2014-1464**  
 DRAWN BY:  
**TJP**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**N.T.S.**  
 DATE:  
**9/1/2016**

SHEET  
**6**

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 Orem, UT 84057  
 801 494-0150

- **Integrating Existing Features.** The project site has significant topographical relief that can either hinder or be integrated into the design. This Community Plan addresses the need for flexibility to reasonably design the development within hillside areas without compromising the fundamental services provided by the City. Please see the proposed hillside standards within this document.
- **Equivalent Residential Unit Transfer.** Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability in accordance with the guiding transfer provisions contained herein. Detailed transfer provisions shall be established in the Village Plans. Guiding transfer provisions include the following:

1. The overall intent and character of the Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not alter the land use designation, or district established in the Community Plan.
2. The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.
3. The transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood established in the Community Plan up to a maximum of fifteen (15%) percent may be completed based on the developer's business judgement. In order to enact such transfer of ERU's, the developer is required to provide written notice to the city accompanied with the consent of the property owners for both the "sending" and "receiving" areas.
4. The transfer of ERU's greater than fifteen (15%) percent requires city council approval. In no case shall the transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood exceed twenty (20%) percent of that established in the Community Plan.
5. Equivalent Residential Units may only be transferred among single family neighborhoods and flex residential neighborhoods. No transfer may result in an increase of multi-family units within the Community Plan.
6. Equivalent Residential Units may not be transferred into any open space or park unless said open space or park is replaced elsewhere at an equivalent acreage and level of improvement.
7. The Community Plan has identified five (5) church sites and an Alpine School District elementary school. Should these locations move, be eliminated, or increased in number or size during the Village Plan process, no net increase or decrease from the maximum number of ERU's established within the Community Plan will be required provided that the maximum transfer into or out of any Village or Neighborhood complies with the criteria established herein.
8. With respect to Transfers of Equivalent Residential Units into Flex Residential Use Neighborhoods, in no event shall any such Transfer cause the percentage of Equivalent Residential Units used for two and three family uses in a Flex Residential Use Neighborhood to exceed fifty percent (50%). This subparagraph shall not apply to Transfers that do not involve Transfers into Flex Residential Use Neighborhoods.
9. In order to provide proper accounting of ERU transfers between uses, the following ERU criteria is established:

**Use Type**

**ERU Equivalent**

Single Family Detached	1
Two-Family Unit	2
Three-Family Unit	3
Multi-Family Attached	1 per unit
Commercial	To be determined at building permit

- a. As ERU transfers are proposed within the development, the following information must be provided:
  - i. Original ERU count and use types of "sending" area.
  - ii. Original ERU count and use types of "receiving" area.
  - iii. Definition of ERU count for Charter School or Commercial based on projected use and intensity.
  - iv. Proposed number percentage and use type of transfer.
  - v. Resulting ERU count and use types of "sending" area.
  - vi. Resulting ERU count and use types of "receiving" area.
  - vii. Resulting shift, if any, of equivalent acreage and type of open space.
  - viii. Resulting total ERU count verifying no increase in overall project.



Streetscape Example



Exterior Example

• **Community – Wide Systems**

- **Streetscapes.** With the unique aspects of Mt. Saratoga as previously described, the goal for streetscapes within the development is to provide an interesting and varied experience traversing the development. Particular care has been taken to layout major roadways as curvilinear in order to provide character and interest. Roadway vistas are also an important aspect of design that will be further refined with each detailed Village Plan. For example, major road terminations or view corridors will use open space, topography, roundabouts, monumentation, landscaping or specific land use as a backdrop. These elements soften the perspective of the development and can lend to an overall theme. The single family portions of the development will be utilizing standard City street cross sections with the addition of street trees. Street trees will be placed based on product type and will vary from road to road to add another dimension of variety.
- **Open Space Corridors.** As previously described within the Open Space section of this document, significant open space corridors are proposed. Many of these corridors provide buffering between differing product types and allow access to the overall open space of the community.
- **Pedestrian Systems.** Pedestrian access and connectivity is a key component for Mt. Saratoga. The integration of the large and diverse open space amenities of the community is achieved by providing reasonable access to each Village Neighborhood. The Open Space Master Plan depicts over 11 miles of trails within the community. These trails are in addition to the neighborhood roadway sidewalks.
- **Park and Recreation Systems.** Through the use of the Open Space point system discussed herein, the project will provide adequate park and recreation uses for the residents of Mt. Saratoga. The Community Park will provide unique elements based on the site’s topography and views for not just this development, but for the overall City.
- **Open Space Amenities.** As detailed in the Open Space section of this document, the integration of open space and associated amenities has been a priority in the design process. The open space will meet the requirements of a community park as defined by the City’s Master Plan.

- **Proportionate Open Space.** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space. This method will insure a consistent level of service for all Villages within the development. See Exhibit 5 - “Open Space Phasing Plan” within the Open Space section of this document for further details and acreages.
- **Multi-Family Open Space.** Each neighborhood identified as multi-family will contain individual open space and amenities designed for each specific area. Improvements are anticipated to include club houses, swimming pools, playgrounds, trail access, grass areas and sports facilities.
- **Development Standards.** Design and architectural standards are included within this document. These standards cover the global development of Mt. Saratoga and address each type of land use ranging from Single Family and Multi-Family Residential. Development standards include:
  - **Lot Regulations.** Lot size, width, setbacks (front, rear, side, etc.) are discussed in more detail within the Development Standards.
  - **Building Size.** Details concerning the building heights, minimum square footage, and maximum lot coverage are specified for each land use.
  - **Parking Requirements.** Specifies the number of parking stalls required for multi-family uses.
 Additional and more detailed standards will be submitted with each Village Plan to reflect the distinctive elements of the particular Village and product types.
- **Community Plan Character.** Properly designed and placed landscaping can create a sense character for the overall development. The integration of improved parks and trails with transitions to native vegetation will provide a unique character that will incorporate Mt. Saratoga to the surrounding area.
  - **Conceptual Landscaping Plans.** The following exhibits provide a number of different examples of landscaping anticipated for the Mt. Saratoga project. The landscaping examples range from park to various townhome layouts and the anticipated vegetation for each land use. It should be noted that the landscaping exhibits are conceptual in nature but show the general placement of trees, shrubs and other vegetation used to buffer and transition between driveways, buildings, and open space. In addition to the character created by the design and architectural standards of the buildings, the landscaping will compliment and accentuate the overall character of the development. Amenities shown are all concept in nature and will be based on the open space calculations presented earlier.



Clubhouse Example



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Mt. Saratoga  
SARATOGA SPRINGS, UTAH  
EXHIBIT 7 - PARK LANDSCAPE EXAMPLE

REVISIONS

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7

LANDSCAPE ARCHITECTURE PLAN - MOUNT SARATOGA PARKLANDS - EXHIBIT 7 - PARK LANDSCAPE EXAMPLE

R. MICHAEL KELLY  
CONSULTANTS  
LAND PLANNING - LANDSCAPE ARCHITECTURE  
P.O. Box 469, Millville, UT 84326 435.753.2955





A Utah Corporation  
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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
 EXHIBIT 8 - Mt. Saratoga BLVD. LANDSCAPE EXAMPLE

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PKJ DESIGN GROUP L.L.C.  
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480 West 800 North Suite 200  
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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
 EXHIBIT 10 - PARK LANDSCAPE EXAMPLE

REVISIONS
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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
**EXHIBIT 11 - PARK / OPEN SPACE LANDSCAPE EXAMPLE**

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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
  
 EXHIBIT 12 - IMPROVED PARK LANDSCAPE EXAMPLE

REVISIONS	
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**12**

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## UTILITY CAPACITIES

Preliminary utility capacities and main infrastructure layouts have been calculated as shown within the attached exhibits. One of the main challenges for Mt. Saratoga is the lack of existing culinary, secondary water and sewer infrastructure to service the site. The topography of the project is unique in that the site is key to providing master plan utility services to the project as well as other properties within Saratoga Springs City.

For purposes of establishing necessary utility capacities, the determination of Equivalent Residential Units needs to be based on the methodologies established within the City’s individual IFFP and Master Plan studies.

### CULINARY WATER

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

Culinary water service for Mt. Saratoga will be provided through connection to the existing 30” Zone 2 culinary line installed with Talus Ridge as well as the proposed installation of a pump station and Zone 3 storage tank. Please refer to the Exhibit 13, “Mt. Saratoga Culinary Water Master Plan Exhibit” and the culinary water demands calculations.

#### Zone 2 Development:

Development within Zone 2 consists of approximately 595 residential ERUs and 17 equivalent ERUs associated with commercial and civic uses. The proposed Zone 3 tank and associated booster pump station will be installed with the Village 1. This new tank will be connected to Zone 2 through a pressure reducing valve. An additional connection will be made to the existing 30” Zone 2 pipeline within Talus Ridge Drive as development within Village 1 progresses. These connections are detailed on the Culinary Water Exhibit.

The proposed Zone 3 tank will be utilized for both indoor and outdoor uses within Village 1 based on the design criteria and following calculations:

Zone 2 Indoor Use:	612 ERU	244,800 gal
Zone 2 Outdoor Use:	35 IA	323,878 gal
Zone 3 Indoor Use:	208 ERU	83,200 gal
Zone 3 Outdoor Use:	36 IA	343,909 gal
Emergency Storage:		150,000 gal
Fire Storage:		240,000 gal
<b>Total Village 1 Requirement:</b>		<b>1,376,787 gal</b>

The total Village 1 requirement with emergency and fire storage requires a 1,400,000 gallon tank. Development beyond the capacity of this Zone 3 culinary water tank would require additional culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

### Mt. Saratoga - Culinary Water Demands

**Design Criteria:**

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

Area	Connections ERU	Culinary Water			
		Source Req'd gpd/ERU	Total Source gpm	Storage Req'd gal/ERU	Total Storage gal
Zone 2 Residential	595	800	330.56	400	238,000
Zone 2 Commercial	15	800	8	400	6,000
Zone 2 Church	2	800	1	400	800
<b>Zone 2 Subtotal</b>	<b>612</b>		<b>340</b>		<b>244,800</b>
Zone 3 Residential	1,958	800	1,087.78	400	783,200
Zone 3 Elementary School	10	800	5.56	400	4,000
<b>Zone 3 Subtotal</b>	<b>1,968</b>		<b>1,093</b>		<b>787,200</b>

**Overall Total** **1,433** **1,032,000**

**Zone 3 Tank Sizing**

Residential Storage:	787,200
Emergency Storage:	150,000
Fire Storage:	240,000
<b>Required Storage:</b>	<b>1,177,200</b>
<b>Use 1,400,000 Gallon Tank (Minimum for Village 1)</b>	

#### Zone 3 Development:

Development within Zone 3 consists of approximately 1,958 residential ERUs and 10 equivalent ERUs. The proposed Zone 3 tank is sized to service this zone in its entirety with the addition of sufficient secondary water storage. In fact, with the buildout of Zone 3 within Mt. Saratoga, the tank will have adequate storage to serve an additional 557 units located on adjacent properties. This calculation is as follows:

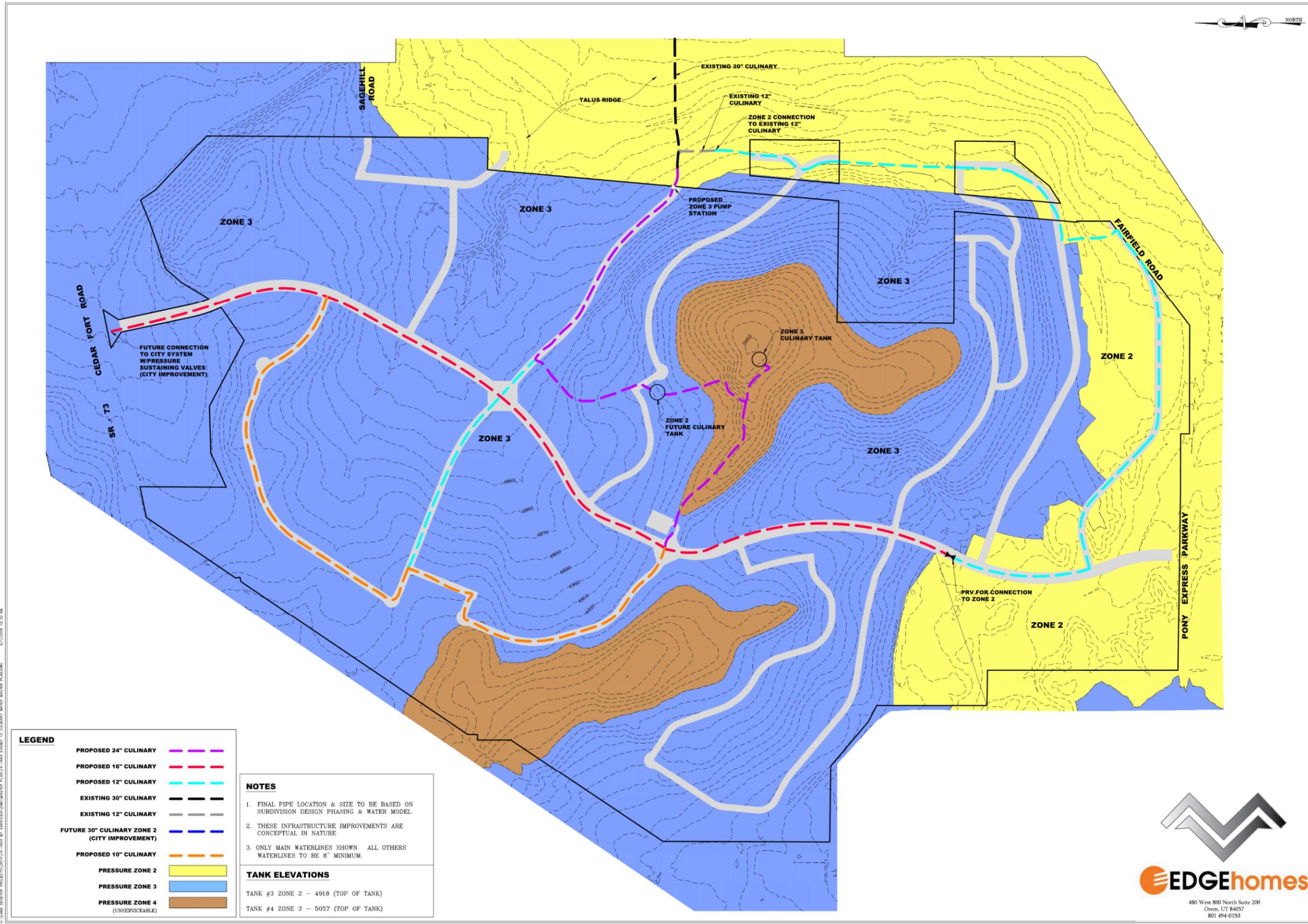
Zone 3 Residential Storage:	787,200 gal
Emergency Storage:	150,000 gal
Fire Storage:	240,000 gal
<b>Total Zone 3 Required Storage:</b>	<b>1,177,200 gal</b>

Village 1 Tank Size: 1,400,000 gal

## UTILITY CAPACITIES

Remaining Capacity:	222,800 gal
Remaining ERUs @ 400 gal:	557 ERUs

The proposed connection points are detailed in Exhibit 13, "Mt. Saratoga Culinary Water Master Plan Exhibit." The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.



**LEGEND**

- PROPOSED 24" CULINARY (purple dashed line)
- PROPOSED 16" CULINARY (red dashed line)
- PROPOSED 12" CULINARY (cyan dashed line)
- EXISTING 30" CULINARY (black dashed line)
- EXISTING 12" CULINARY (grey dashed line)
- FUTURE 30" CULINARY ZONE 2 (CITY IMPROVEMENT) (blue dashed line)
- PROPOSED 10" CULINARY (orange dashed line)
- PRESSURE ZONE 2 (yellow background)
- PRESSURE ZONE 3 (blue background)
- PRESSURE ZONE 4 (UNSERVICABLE) (brown background)

**NOTES**

1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL
2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 8" MINIMUM.

**TANK ELEVATIONS**

TANK #3 ZONE 2 - 4918 (TOP OF TANK)  
 TANK #4 ZONE 3 - 5057 (TOP OF TANK)

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MT. Saratoga

EXHIBIT 13 - CULINARY WATER MASTER PLAN

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13

EDGEhomes  
 480 West 800 North Suite 200  
 Orem, UT 84057  
 801 494-0150

**SECONDARY WATER**

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

Secondary water service for Mt. Saratoga will be based on the existing and master planned Saratoga Springs system providing service to Zone 2 and the development providing an on-site pump station and storage tank/pond in order to service Zone 3. The Zone 3 tank/pond will also provide the ability to maintain pressure and flow within Zone 2 through the use of a pressure reducing station.

Please refer to the Mt. Saratoga Secondary Water Main System Exhibit and the secondary water demand calculations. The irrigated acreage of residential lots has been determined based on City standards of 65 percent of gross lot area. As Village Plans further detail the roadway and lot layout, these irrigated acreage calculations will be updated accordingly. With the recent addition of secondary water meters and tiered water rates based on efficient use of water resources, it is anticipated that the source and storage requirements will change. Therefore, the calculations contained herein are subject to change based on additional data.

A portion of the improved and irrigated open space is located above the service elevation for the Zone 3 storage facility. In order to service these areas, a small irrigation booster pump facility will be installed and dedicated to the City with the community park.

**Zone 2 Development:**

Development within Zone 2 consists of approximately 35 Irrigated Acres including residential, commercial, landscape and civic uses. These uses total 323,878 gallons of required storage which is initially accommodated within the proposed Zone 3 culinary water tank as detailed in the Culinary Water section of this document. Development beyond Village 1 will require Zone 2 or 3 secondary water storage by the developer or through City capital improvement projects. Proposed connection points are detailed on the Secondary Water Exhibit.

The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

**Zone 3 Development:**

Development within Zone 3 consists of approximately 178 Irrigated Acres including residential, landscape and civic uses. These uses total to 1,637,407 gallons of required storage which will be met by the installation of a pump station and tank/pond storage. The Zone 3 portion of Village 1 will initially be serviced by the Zone 3 culinary water tank as discussed in this document. Development beyond the capacity of the proposed Zone 3 culinary water tank would require culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

Development beyond Village 1 will require the improvement of secondary water sources by the developer or through city capital improvement projects to ensure adequate source to meet the

phased improvements and build out needs of Mt. Saratoga. The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

**Mt. Saratoga - Secondary Water Demands**

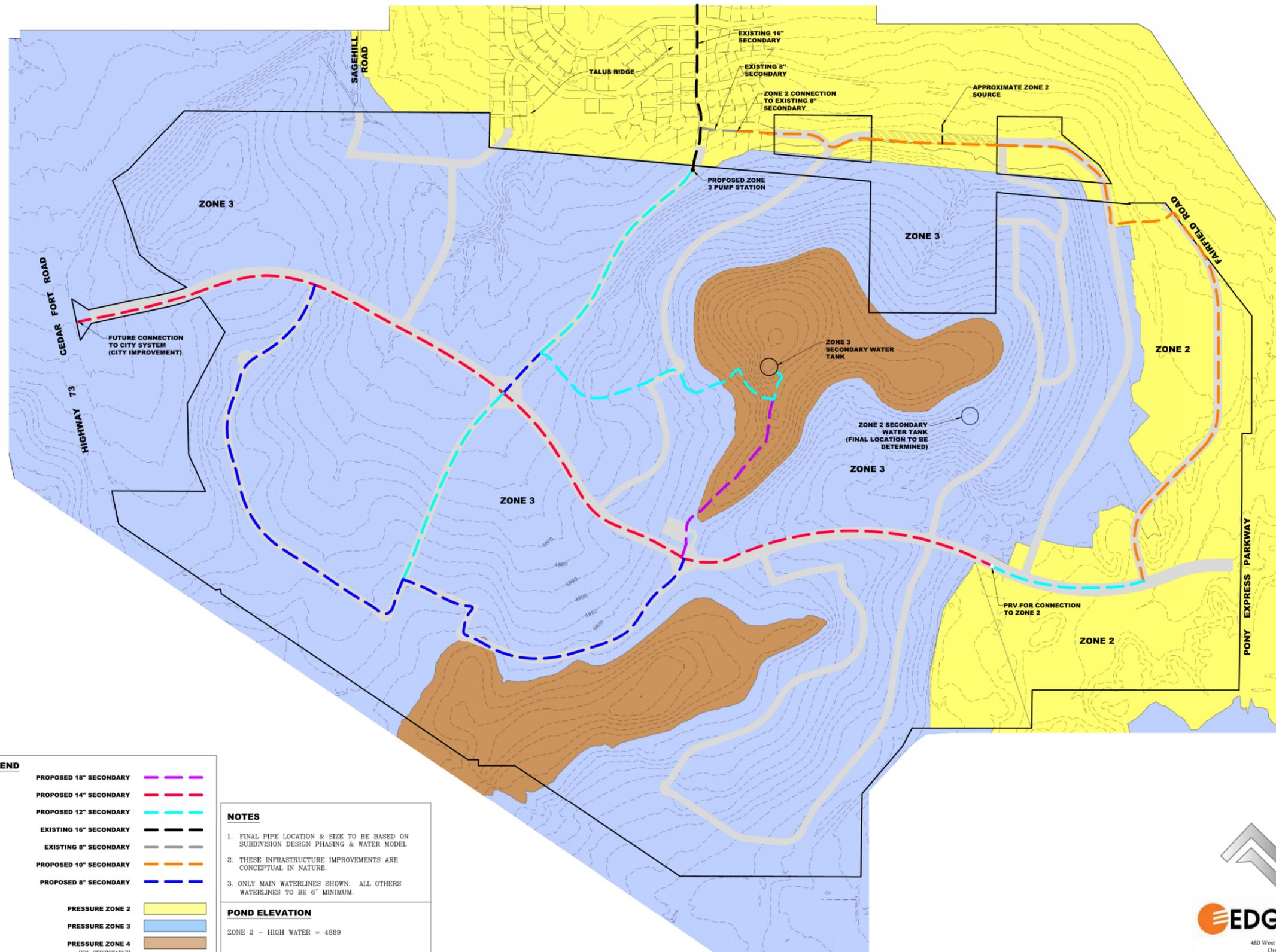
*Design Criteria:*

Secondary Water Source: 0.75 AF/yr  
 1.8 gpm/ SF ERU (Based on 0.24 Acres)  
 7.5 gpm/Irrigated Acre (IA)  
 Secondary Water Storage: 2213 gal/ SF ERU (Based on 0.24 Acres)  
 9216 gal/ Irrigated Acre (IA)  
 Commercial: 2 ERU/Ac Planning Est

Land Use	Irrigated Area			Secondary Water Requirements			
	ERU or Acres	% Irrigated or IA / ERU	Irrigated Area	Source Req'd gpm/IA	Total Source gpm	Storage Req'd gal/IA	Total Storage gal
Zone 2 SF Residential	334	0.07	23.4	7.50	175	9,216	215,470
Zone 2 MF Residential	5.8	100%	5.8	7.50	43.22	9,216	53,112
Zone 2 Commercial	7.5	20%	1.5	7.50	11.25	9,216	13,824
Zone 2 Church	5	30%	1.5	7.50	11.25	9,216	13,824
Zone 2 Parks / Open Space	3	100%	3	7.50	22.50	9,216	27,648
<b>Zone 2 Subtotal</b>			<b>35</b>		<b>264</b>		<b>323,878</b>
Zone 3 SF Residential	1,223	0.09	110.1	7.50	826	9,216	1,014,405
Zone 3 MF Residential	12	100%	12	7.50	90	9,216	110,592
Zone 3 Elementary School	9	40%	3.60	7.50	27	9,216	33,178
Zone 3+ Parks / Open Space	52	100%	52	7.50	390	9,216	479,232
<b>Zone 3 Subtotal</b>			<b>178</b>		<b>1,333</b>		<b>1,637,407</b>
<b>Overall Total</b>			<b>1,652</b>		<b>1,596</b>		<b>1,961,285</b>

**Zone 3 Secondary Tank Sizing**

Zone 3 Storage: 1,637,407  
 Required Storage: 1,637,407  
 Use 1,700,000 G Tank



**LEGEND**

PROPOSED 18" SECONDARY	— — — — —
PROPOSED 14" SECONDARY	— — — — —
PROPOSED 12" SECONDARY	— — — — —
EXISTING 16" SECONDARY	— — — — —
EXISTING 8" SECONDARY	— — — — —
PROPOSED 10" SECONDARY	— — — — —
PROPOSED 8" SECONDARY	— — — — —
PRESSURE ZONE 2	Yellow fill
PRESSURE ZONE 3	Blue fill
PRESSURE ZONE 4 (UN-SERVICEABLE)	Brown fill

- NOTES**
1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL
  2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
  3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 6" MINIMUM.

**POND ELEVATION**  
 ZONE 2 - HIGH WATER = 4889

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**MT. Saratoga**  
 EXHIBIT 14 - SECONDARY WATER MASTER PLAN

**REVISIONS**

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EXHIBIT  
**14**

480 West 800 North Suite 200  
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 801 494-0150

**SANITARY SEWER**

The project has been divided into three (3) sewer service areas as shown on the Sanitary Sewer Master Plan drawing. The project will be served by a combination of existing and proposed infrastructure. The overall capacity of the existing sewer outfall within 400 North has been reviewed by Bowen & Collins, the City’s consultant for the sewer system and found to be adequate. It should be noted that the study was completed on a previous higher density version of the Community Plan and is therefore, conservative. A copy of the study is attached for review.

**Service Area 1:**

This area contains 989 equivalent residential units (ERU). The proposed 15” outfall line from this area will be constructed along Fairfield Road to the connection with the existing 15” sewer at the intersection of 800 West and 400 North. The final alignment along the eastern end of Fairfield Road and 800 West will be determined based on the City’s long-term plan for Fairfield Road and the acquisition of easements.

**Service Area 2:**

This sewer area services 1,101 ERU and connects to existing sewer installed with Talus Ridge. The Talus Ridge Sewer has been upsized as necessary to accommodate this anticipated flow. Additional sewer would have to be installed south from Talus Ridge to Evans Lane and then east to the intersection of 800 West and 400 North.

**Service Area 3:**

Service area 3 contains 480 ERU and also connects to existing sewer infrastructure installed with Talus Ridge. This area drains through Talus Ridge to the existing 12” sewer main in 800 West which connects to the same intersection and existing outfall line as the other service areas.



**TECHNICAL MEMORANDUM**

**Mt. Saratoga Subdivision - Sanitary Sewer and Storm Drain Impacts**

**TO:** Jeremy Lapin  
**COPIES:** File  
**FROM:** Keith Larson/Andrew McKinnon  
 Bowen, Collins & Associates  
 154 East 14000 South  
 Draper, Utah 84020  
**DATE:** November 10, 2015

**INTRODUCTION**

The Mt. Saratoga development is a proposed development west of Foothill Blvd and south of Cedar Fort Road. LEI has retained Bowen Collins & Associates to evaluate the impacts of the proposed development on the Saratoga Springs sewer collection system. The purpose of this technical memorandum is to summarize these impacts.

**PROPOSED DEVELOPMENT**

Proposed development at the Mt. Saratoga property is shown in a figure prepared by LEI attached at the end of this memorandum. Proposed development in terms of sewer equivalent residential units (ERUs) are summarized in Table 1.

**Table 1  
Proposed Development**

Description	ERUs	Approximate Area (acres)	Proposed Density (ERUs/acre)
Area 1	1,111	343	3.24
Area 2	1,071	280	3.83
Area 3	498	84	5.93
<b>Total ERUs</b>	<b>2,680</b>	<b>707</b>	<b>3.79</b>
ERUs in Master Plan	2,121		
Net Increase in ERUs	559		

**COMPARISON OF PROPOSED DEVELOPMENT TO THE SARATOGA SPRINGS SEWER MASTER PLAN**

The proposed development as described above is a change from what was contained in the City’s master plans. Changes from the original planning concepts used for this area in the master plan can be summarized as follows:

- **Density** – The density of development assumed in the master plan for this area was approximately 3.0 ERUs/acre. As summarized in Table 1, the proposed development represents an increase of 559 ERUs beyond the amount planned for in the City’s sewer master plan.
- **Drainage Pattern** – In addition to an increase in density, the drainage pattern and points of discharge for some portions the proposed development are somewhat different than originally planned in the master plan. Parts of Area 2 and Area 3 were originally planned to discharge to the north along Cedar Fort Road. The proposed sewer plan directs all flow in the development to 400 North.

**SYSTEM EVALUATION**

Based on the deviations from the master plan identified above, BC&A used the hydraulic models of the City’s sewer system to evaluate potential effects of the proposed development.

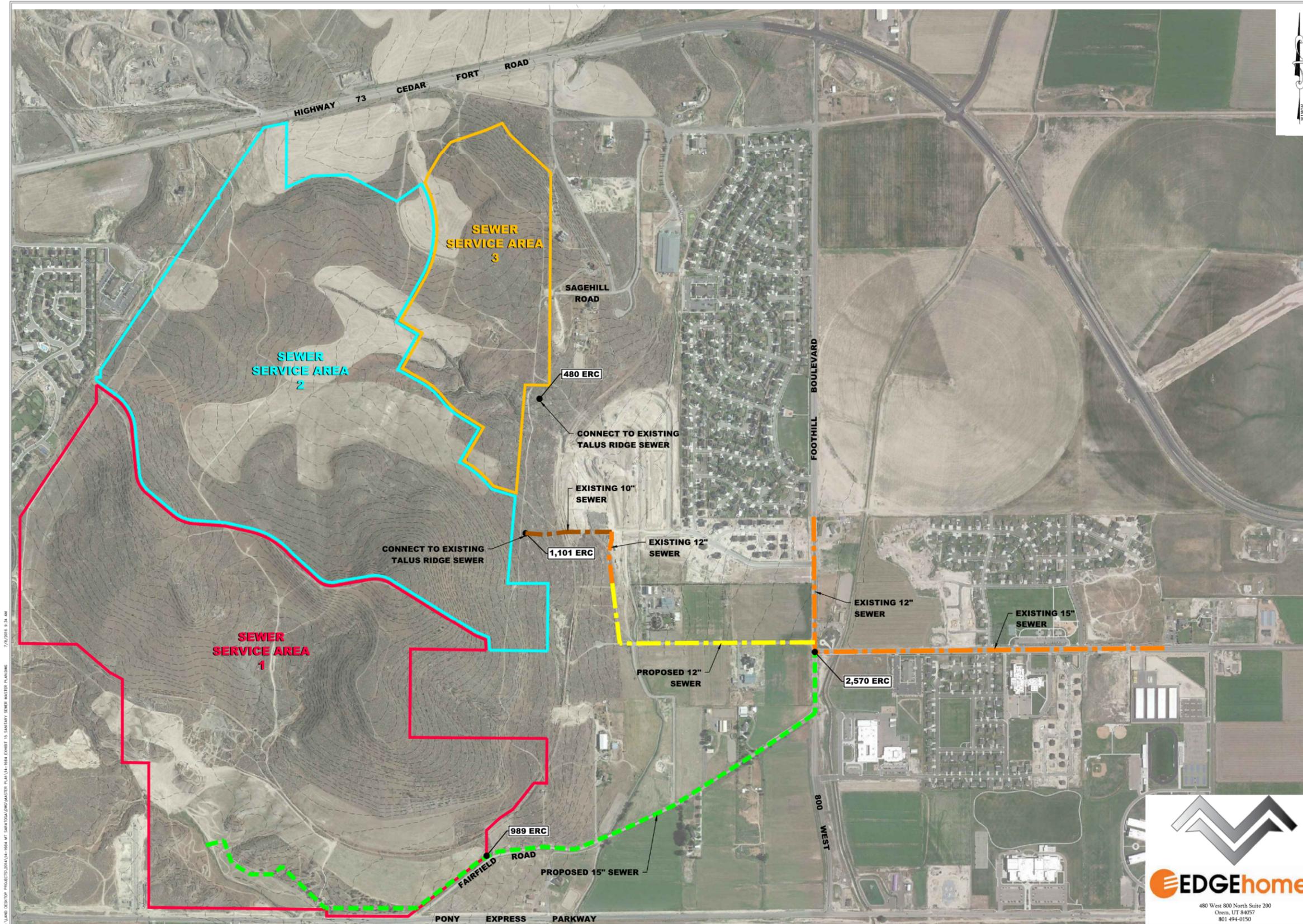
Proposed connection points for sewer are shown in Figure 1. Areas 1 and 2 will be conveyed to 400 North in new sewer collection lines. Area 3 will discharge to some newly constructed sewer collection lines in the Talus Ridge subdivision. Flow associated with the proposed development was added to the Saratoga Springs sewer model. Results are as follows:

- **Service Area 1** – A new 15-inch sewer is proposed to collect flow from Service Area 1. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 1. It should be noted that this pipeline will likely be useful in conveying flow associated with the property immediately east of the Mt. Saratoga development. Based on the alignment of the proposed 15-inch sewer line, the master plan identified up to 300 additional ERUs that could be connected to the sewer main in the future. It is recommended that the collection line be designed to accommodate these potential additional connections.
- **Service Area 2** – A new 12- and 15-inch sewer is proposed to collect flow from Service Area 2. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 2.
- **Service Area 3** – The newly constructed sewer lines in Talus Ridge were not in the City’s sewer collection model. However, based on design drawings of the new collection lines (8-inch diameter), there should be adequate capacity in 8-inch collection lines to accommodate the proposed development identified in Area 3.

- **400 North** – All three service areas are proposed to combine at 400 North. Based on hydraulic modeling of the proposed development, 400 North appears to have adequate capacity to accommodate the proposed increase in density and additional flow from the Mt. Saratoga development through buildout. All other downstream facilities also appear to have enough excess capacity to accommodate the small proposed increase in flow.
- **Effect on Future Projects Near SR-73** – By moving some of the drainage area to 400 North, there will be a decrease in the master planned flow for a future project identified near SR-73 (Project SS-N3). However, the decrease in flow is not large enough to recommend any decreases in pipe sizes for this or any other downstream projects.
- **Timing of Future Projects** – It should be noted that a significant portion of this development was identified as part of 10-year growth in the City’s master plan. As long as the quantity of development that actually occurs is similar to that of the master plan, no change in project timing will be required.

**CONCLUSIONS**

Although the density of the proposed development is higher than the general plan, the Mt. Saratoga development as currently proposed will have no adverse effects on existing sewer collection facilities or the master planned improvements for the City.



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**MT. Saratoga**  
 EXHIBIT 15 - SANITARY SEWER MASTER PLAN

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LEI PROJECT #	2014-1664
DRAWN BY:	TJP
CHECKED BY:	GDM
SCALE	N.T.S.
DATE:	7/20/2016
EXHIBIT	15

480 West 800 North Suite 200  
 Orem, UT 84057  
 801-494-0150

## UTILITY CAPACITIES

### STORM DRAINAGE

Preliminary storm drainage areas have been delineated and analyzed based on the existing topography and the proposed conceptual layouts for Mt. Saratoga. There are two major contributing service areas with various sub-basins located within each area. Storm water runoff as per the City's specified storm event has been preliminary engineered to be detained within each area based on anticipated drainage patterns, proposed conceptual layouts, and the geotechnical study. In addition to the allowable discharge rate for detention basins, percolation tests were included within the geotechnical study to aid in the design of potential infiltration galleries that would further reduce the volume of storm water discharging from the site. Prior to the approval of the use of infiltration galleries, a feasibility study must be completed according to City standards. The two separate storm drain service areas were delineated as per the existing topography or ridge line and discharge differently from one another due to the varying downstream receiving facilities of each area.

#### Service Area 1:

This area historically drains to an existing wash (spur of Tickville) located along the south border of the project. A hydrological study has been previously conducted and approved by the City for the overall Tickville Wash area and this study is used to determine a historical allowable discharge rate from the project. This flow, calculated at 0.024 cubic feet per second (cfs) per acre and totaling 6.30 cfs, will be discharged to the existing Wash at Pony Express Parkway following collection, cleaning, possible infiltration and detention of storm events. The existing channel is to be piped through the development based on the flow established through the hydrological study. A series of detention basins have been preliminary designed to route storm water runoff and detain flows to meet this historical discharge rate.



*Townhome Example*

#### Service Area 2:

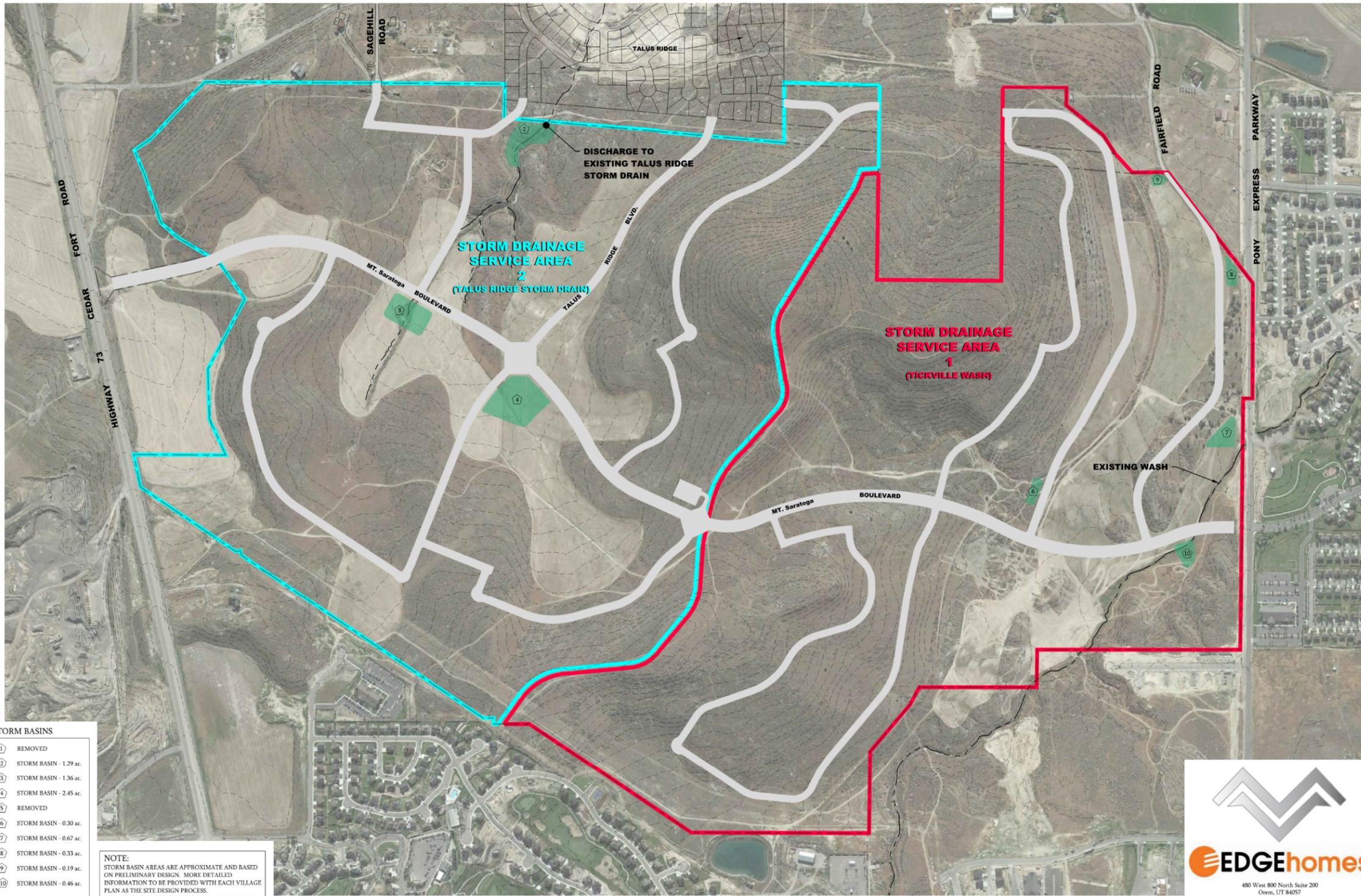
This area historically drains to the existing Talus Ridge subdivision immediately east of Mt. Saratoga. As part of the Talus Ridge improvements, the storm drainage infrastructure was sized to convey the local 25 year storm event (Talus Ridge) and the upstream (Mt. Saratoga) historical discharge flow as per the City standards. This flow of 0.20 cfs per acre and totaling 57.7 cfs, will be discharged to the existing storm drain infrastructure within the Talus Ridge subdivision before reaching the City's storm drain master plan system.



*Front Porch Example*



*Exterior Home Example*



U:\LAND DES\TOP PROJECTS\2014-1664 MT. SARATOGA\WORK MASTER PLAN\14-1664 EXHIBIT 16 STORM DRAINAGE 9/1/2016 12:40 AM

**STORM BASINS**

1	REMOVED
2	STORM BASIN - 1.29 ac.
3	STORM BASIN - 1.36 ac.
4	STORM BASIN - 2.45 ac.
5	REMOVED
6	STORM BASIN - 0.30 ac.
7	STORM BASIN - 0.67 ac.
8	STORM BASIN - 0.33 ac.
9	STORM BASIN - 0.19 ac.
10	STORM BASIN - 0.46 ac.

**NOTE:**  
STORM BASIN AREAS ARE APPROXIMATE AND BASED ON PRELIMINARY DESIGN. MORE DETAILED INFORMATION TO BE PROVIDED WITH EACH VILLAGE PLAN AS THE SITE DESIGN PROCESS.

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**Mt. Saratoga**  
EXHIBIT 16 - STORM DRAIN MASTER PLAN

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CHECKED BY: GDM  
SCALE: N.T.S.  
DATE: 9/1/2016  
EXHIBIT: 16

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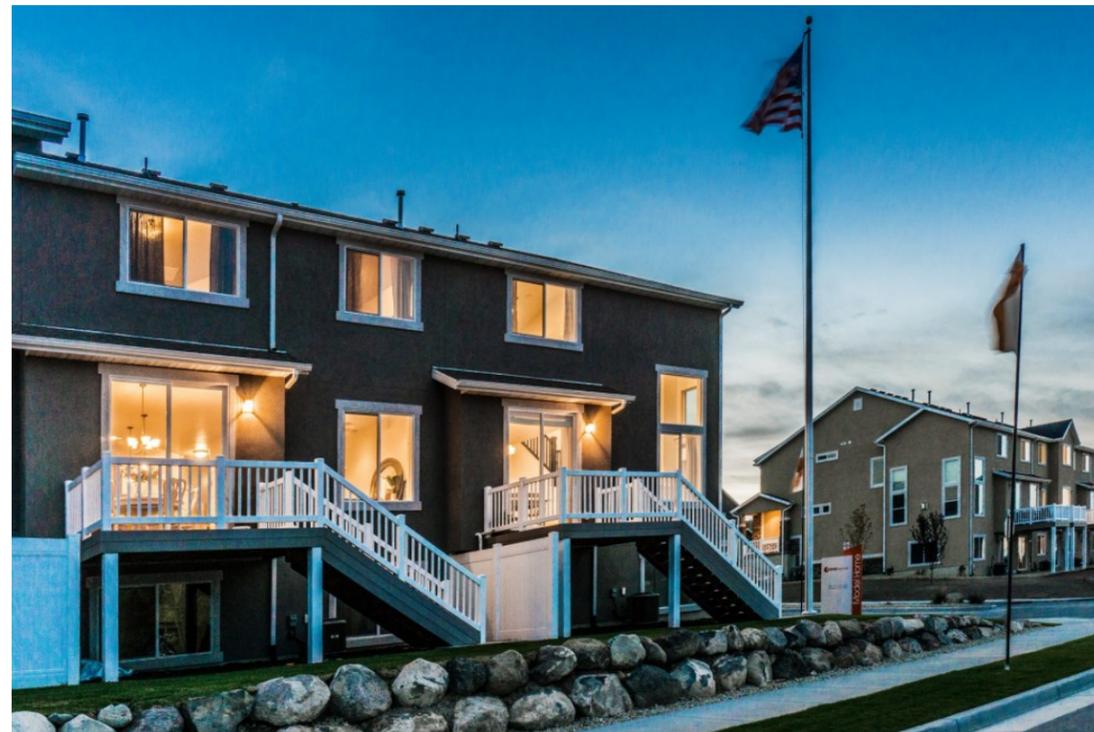
## TRANSPORTATION

The following addresses various elements related to the transportation design and service to the Mt. Saratoga development and is in harmony with the City's Transportation Master Plan. This includes design parameters for proposed roadways, cross sections, roadway designs, off-street parking and street names and addressing. The natural and unique topography found within the project requires more detailed and specific design parameters in order to balance the feasibility and constructability of an atypical development in the City of Saratoga Springs.

### ROADWAY SECTIONS

See the Transportation Network Plan and Street Cross Sections Master Plans for identification of major roadway locations and classifications. These Plans include only the main roadways and sufficient local roadways to demonstrate connectivity throughout the community and incorporates the following:

- **Mt. Saratoga Boulevard.** The main north-south connection road is to be an 83' Right-of-way. This width accommodates the City standard 77' Right-of-way and adds an additional 3 feet to each sidewalk to meet the standard of a trail. These trails connect the major east-west trails and open space.
- **Talus Ridge Boulevard.** A city standard 77' right-of-way will be utilized for Talus Ridge Boulevard. The roadway will transition to a modified collector by allowing the south sidewalk to transition to a trail due to the proximity of the open space and steep slopes.
- **Local Public 56' Right-of-ways.** The majority of the interior roads are standard 56' wide roads. As contained within the Hillside standards, the cross slopes of these roadways can be modified to better accommodate the topography of the site and reduce hillside scarring by decreasing cut and fill slopes.



Townhome Exterior Example



Interior Home Example

- **Local Public 48' Right-of-ways.** In hillside neighborhoods as identified on the Transportation Network Plan, a public 48' roadway is proposed to better match the existing topography while not compromising the roadway widths. As contained within the Road Design Criteria contained herein, the cross slopes, grades and design speed can be modified to better accommodate the topography of the site and reduce scarring by decreasing required cut and fill slopes.
- **Private 40' Drive.** These drives are to be used within the townhome and stacked dwelling areas and are to be privately owned and maintained by an HOA. The drives will incorporate modified curb where practical to avoid frequent curb cuts and to maintain integrity of the curb.
- **Pony Express Parkway.** The main entrance to Mt. Saratoga will be located the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. All necessary trail relocations and acceleration, deceleration and turn lanes will be installed for this entrance according to Exhibit 19, "Pony Express Parkway Details."

### FIRE DEPARTMENT ACCESS

Transportation elements of the proposed plan have been reviewed with the Saratoga Springs Fire Department with the following findings:

- Roadways, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Dead end streets, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Traffic calming elements may be granted on exception by the Fire Chief on a case-by-case basis.

## TRANSPORTATION

- Fire truck turnaround to be provided on any dead-end street or collective driveway more than 150 feet in length as measured from edge of roadway to center of turnaround. Turnaround sizing to be determined from Appendix D of the International Fire Code.
- Any permanent dead-end street or collective driveway within the hillside neighborhoods as identified on the Transportation Network Plan shall have a maximum length of 750 feet as long as an acceptable fire truck turnaround is provided (Appendix D of International Fire Code).
- Two separate means of vehicle access onto Mt. Saratoga Boulevard shall be required when the total number of dwelling units served by a single means of access to Mt. Saratoga Boulevard exceeds fifty (50) units.
- Turning radii for fire access to be based on a 48 feet long tandem vehicle unless otherwise approved by the Fire Chief.

### BOULEVARD PHASING

The phasing and connectivity of Mt. Saratoga Boulevard and Talus Ridge Boulevard are critical to the overall traffic flow, circulation and safety of the Community Plan and surrounding neighborhoods. The following roadway phasing is to be completed as depicted in Exhibit 17 and as described below:

1. Village 1 to construct Mt. Saratoga Boulevard proportionally from Pony Express Parkway to the southerly roundabout.
2. Village 2 to construct Talus Ridge Drive and a portion of Mt. Saratoga Boulevard centered on the northerly roundabout. A small section of Mt. Saratoga Boulevard is to remain unimproved between the two roundabouts to discourage pass-through traffic until future phases are improved and the traffic demand requires the additional connectivity.
3. Village 3 to construct the remaining portions of Mt. Saratoga Boulevard and extend to the SR-73 access which completes the connection from Pony Express Parkway to SR-73.

### ROAD NAMES AND ADDRESSING

As shown within Exhibit 17, Transportation Network Plan, the main roadways have been named. The connection from the Talus Ridge subdivision will continue to be labeled “Talus Ridge Boulevard” and the main north-south roadway will be “Mt. Saratoga Boulevard.” Additional interior roadways will be named with each subsequent Village Plan in order to tie into the proposed Village them.

### OFF-STREET PARKING

Title 19.09, “Off-Street Parking Requirements” of the current Saratoga Springs City Code, shall be used with the following exceptions:

- Title 19.09.08.2, “Curbs” to be updated as follows:

“All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling **or shared driveway for clustered housing**). Boundary landscaping around the perimeter of parking areas shall be separated by a concrete curb six inches higher than the parking surface.”

### ROAD DESIGN CRITERIA

The following standards shall be applied to all roadway designs unless noted otherwise:

1. Roadway Grades:
  - a. All local residential roads to have a maximum ten percent (10%) grade, with up to twelve percent (12%) grade allowed for distances less than five hundred (500) feet.
  - b. Collector roads to have a maximum eight percent (8%) grade.
2. Intersection Grades:
  - a. Main through streets shall have a six percent (6%) maximum for distance of sixty (60) feet from centerline.
  - b. Stop controlled streets shall have a four percent (4%) maximum for distance of sixty (60) feet from centerline.
3. Roadway Cross Slope:
  - a. The standard crown is two percent (2%).
  - b. A single slope crown of two percent (2%) may be utilized in designated hillside areas.
  - c. Intersections shall transition to maximum three percent (3%) single cross slope at beginning of curb returns. Cross slope to warp to match intersecting street slope.
4. Local Residential Design Speed:
  - a. Slope averages less than four percent (4%) shall have a design speed of 30 mph, posted 25 mph.
  - b. Slope averages between four percent (4%) to twelve percent (12%) shall have a design speed of 25 mph, posted 20 mph.
  - c. Connection roads with a maximum length of six hundred (600) feet shall have a design speed of 20 mph, posted 15 mph (cul-de-sacs, stop control on each end).
  - d. Horizontal and vertical design to be based on design speed and current AASHTO standards.
5. Block Length:
  - a. The maximum block length shall be two thousand (2,000) feet within hillside neighborhoods as identified on the Transportation Network Plan. If exceeding one thousand (1,000) feet, a twenty (20) foot wide pedestrian access easement is to be provided. If resulting pedestrian access is greater than fifteen percent (15%) slope, it shall not be required.



Exterior Home Example



**LEGEND**

- MODIFIED 77' COLLECTOR (3' ADDED TO WALK EACH SIDE, 83' OVERALL)
- 56' LOCAL
- 48' HILLSIDE LOCAL
- SINGLE FAMILY RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL ELIGIBLE FOR 48' ROAD SECTION, 750' CUL-DE-SAC LENGTH, AND 2,000' BLOCK LENGTH
- MULTI-FAMILY RESIDENTIAL
- STORM BASINS
- OPEN SPACE

NOTE: MAIN TRANSPORTATION AND CONNECTIVE ROADS SHOWN. ADDITIONAL PUBLIC ROADWAYS TO BE 48' & 56'

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**Mt. Saratoga**  
 EXHIBIT 17 - TRANSPORTATION NETWORK PLAN

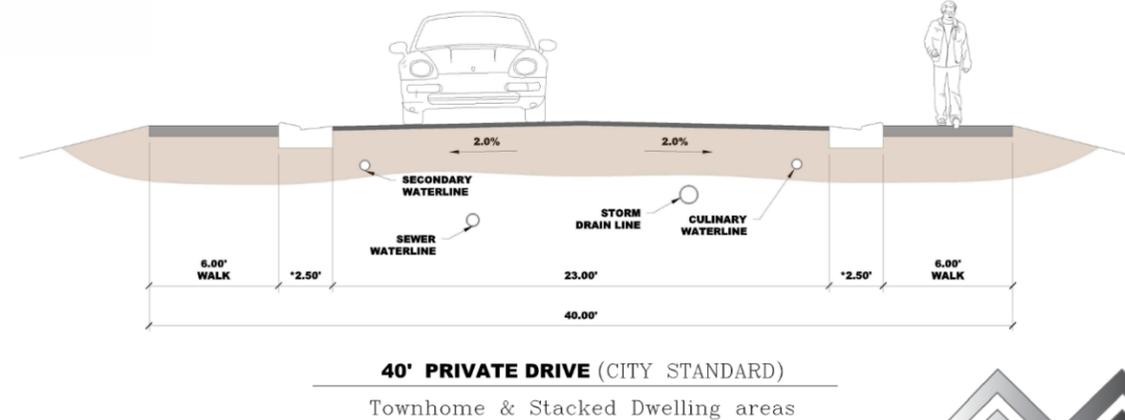
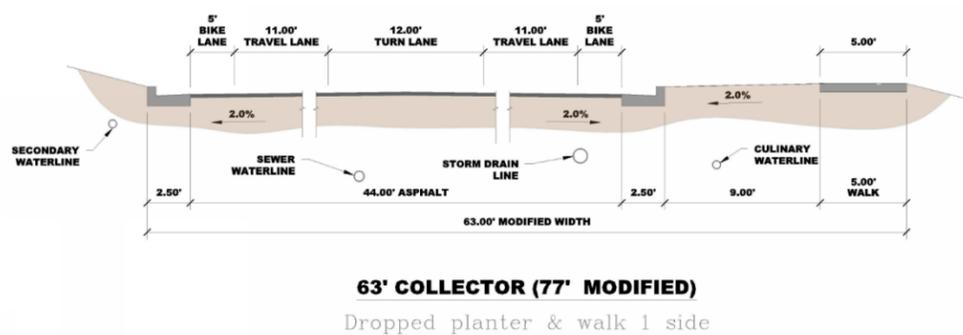
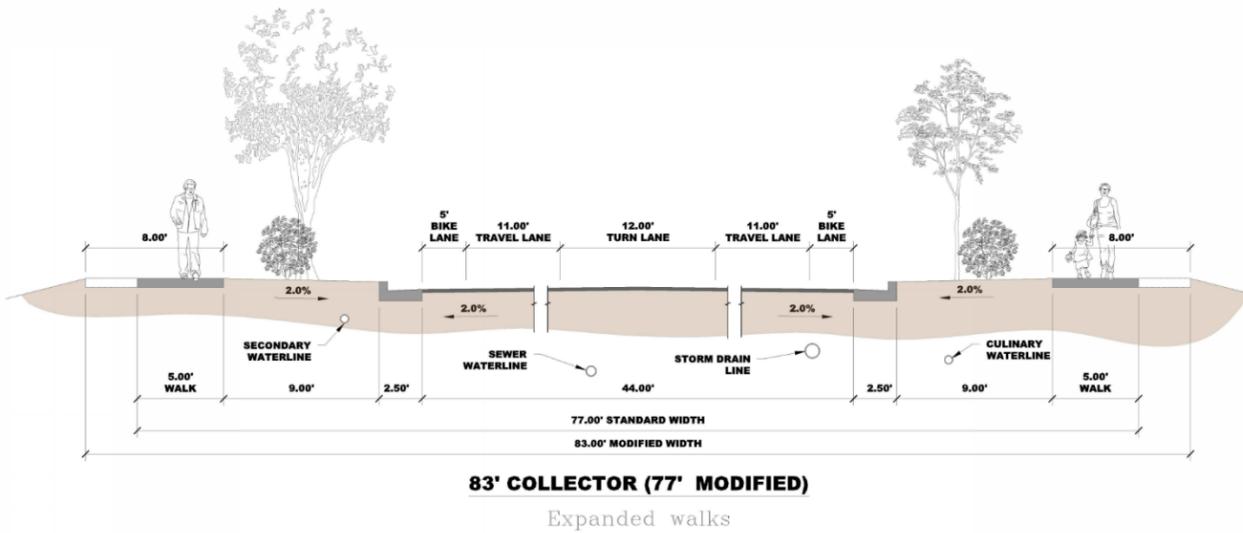
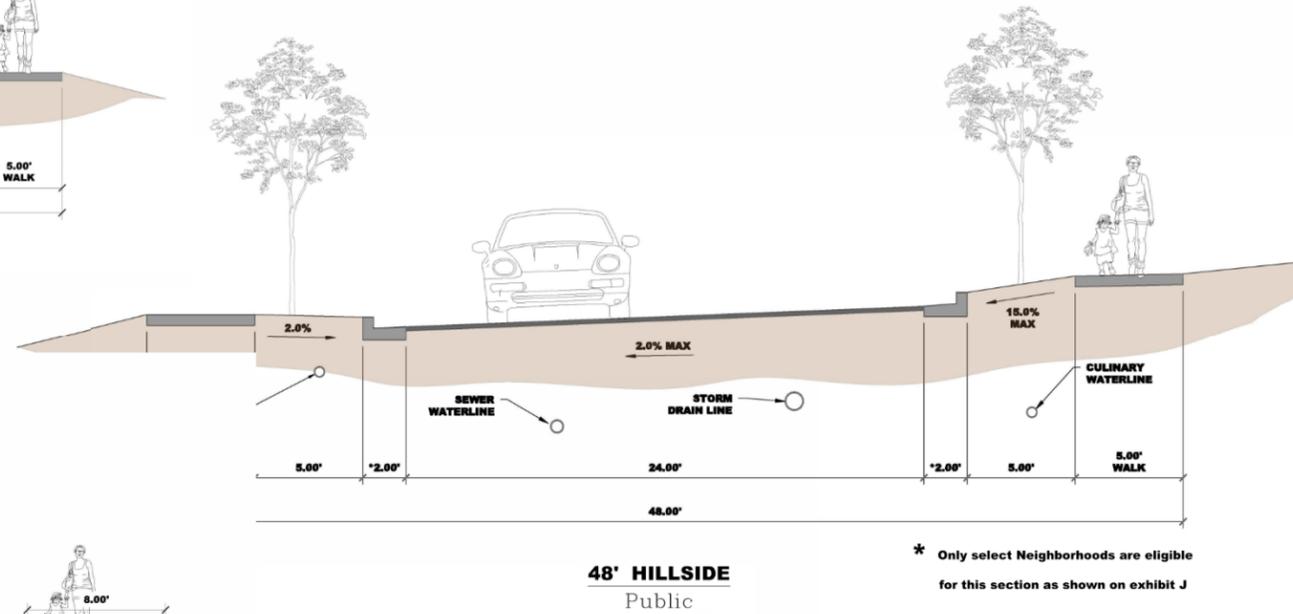
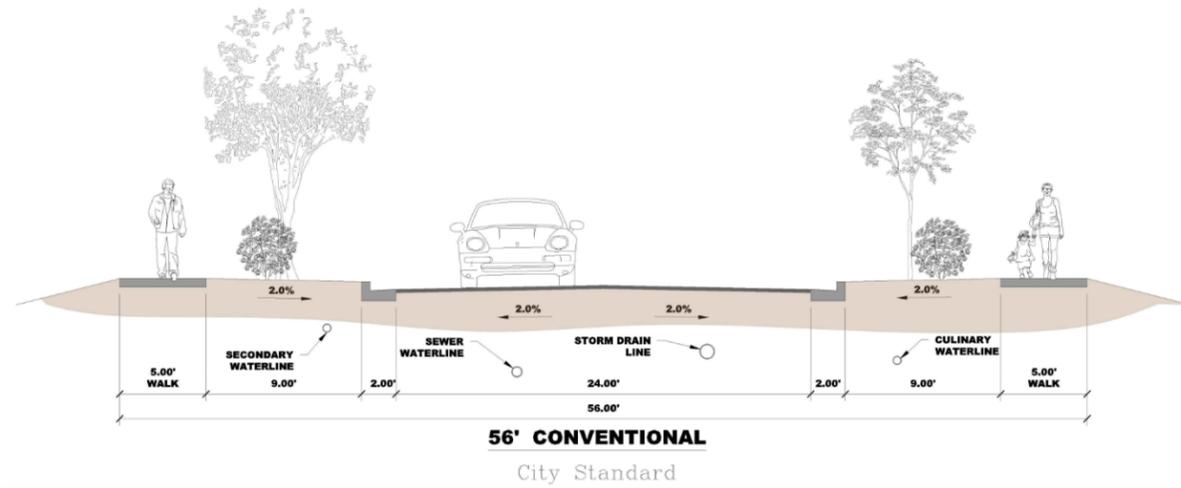
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**2014-1664**  
 DRAWN BY:  
**TJP**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**N.T.S.**  
 DATE:  
**9/1/2016**  
 EXHIBIT  
**17**

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**Mt. Saratoga**  
EXHIBIT 18 - STREET CROSS SECTIONS MASTER PLAN

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2014-1664  
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7/20/2016

EXHIBIT  
**18**

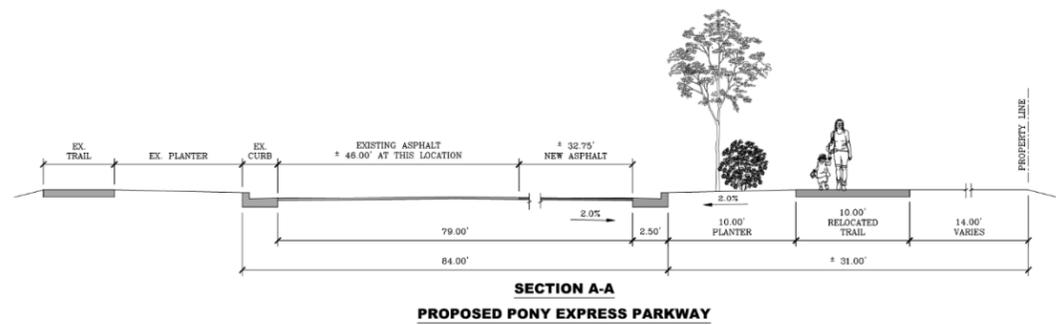
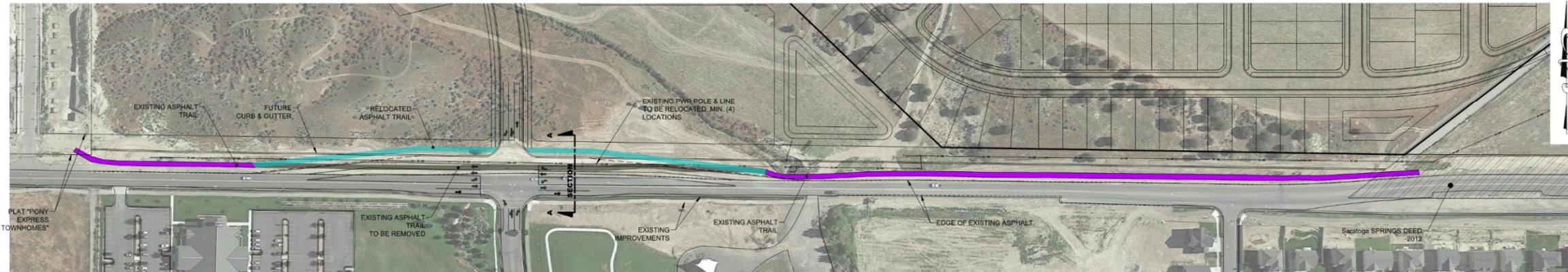
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NOT FOR  
 CONSTRUCTION



**NOTE**  
 THIS PLAN IS CONCEPTUAL IN NATURE AND FURTHER DETAILED DESIGN TO BE COMPLETED WITH VILLAGE 1 AND COORDINATED WITH CURRENT ROAD EXPANSION PROJECT BEING IMPLEMENTED BY MOUNTAINLAND ASSOCIATION OF GOVERNMENTS.

Mt. Saratoga  
 SARATOGA SPRINGS, UTAH



EXHIBIT 19 - PONY EXPRESS PARKWAY DETAILS

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**GDM**  
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**N.T.S.**  
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**9/1/2016**

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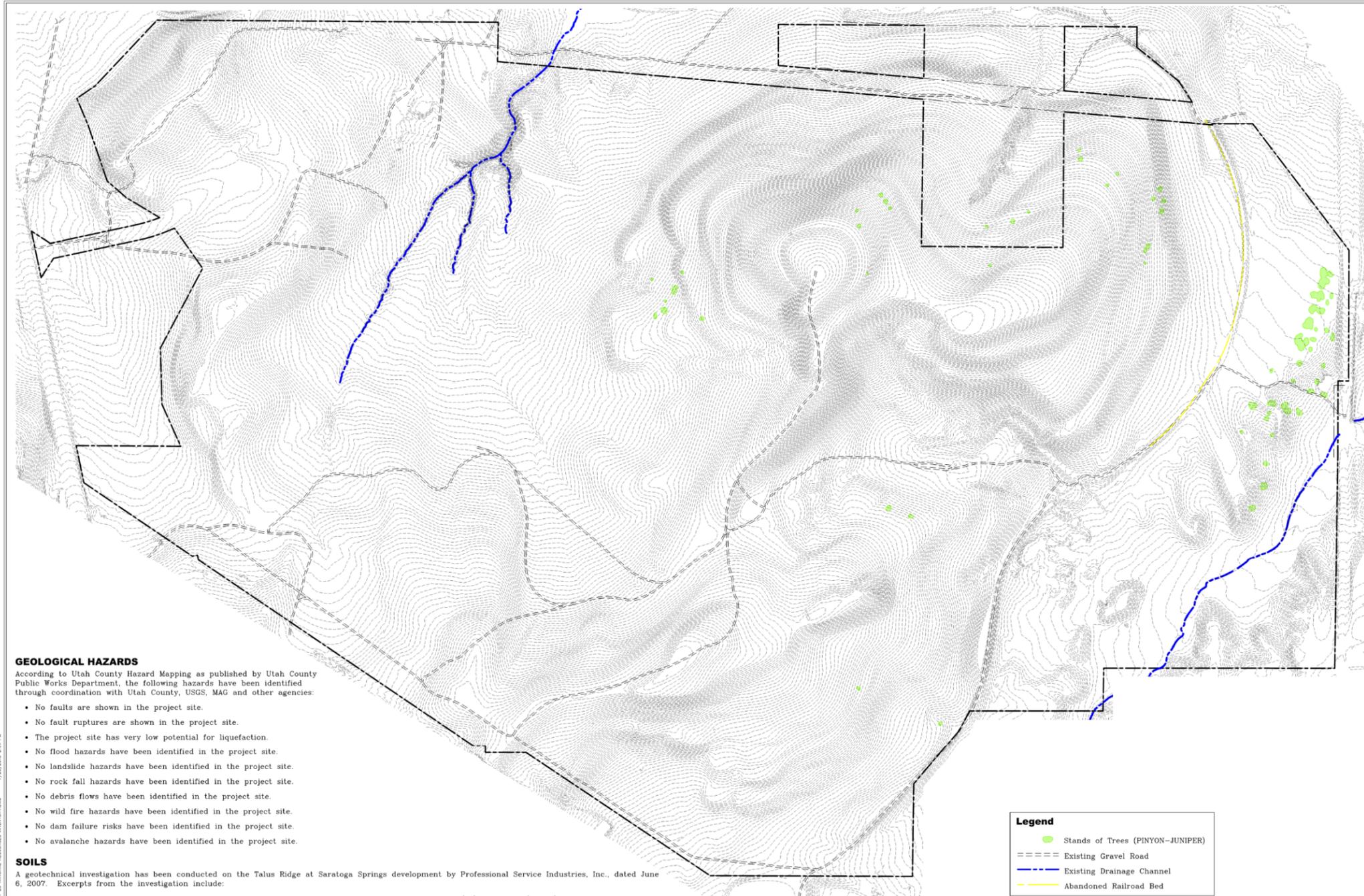
## ADDITIONAL ELEMENTS

The Natural Resources Inventory Map contains information regarding specific site elements such as:

- **Waterways.** An un-named tributary of the overall Tickville Wash traverses the property at the southwest corner. This wash is dry with the exception of a storm event. Previous studies have been done on the overall Tickville Wash basin which has determined a maximum flow of 42.6 cfs for this wash during a 100 year storm event. This capacity will be maintained through any improvements, re-routing or regrading of the area.
- **Geological Information.** Geological information has been obtained from Utah County Hazards Mapping as published by Utah County Public Works Department, in coordination with USGS, MAG and other applicable agencies:
  - The project site has very low potential for liquefaction.
  - No flood hazards have been identified. The project area is within flood zone "X" according to FIRM map 4955170115B, dated July 17, 2002.
  - No landslide hazards have been identified in the project site.
  - No rock fall hazards have been identified in the project site.
  - No wild fire hazards have been identified in the project site.
  - No dam failure risks have been identified in the project site.
  - No avalanche hazards have been identified in the project site.
- **Fault Lines.** According to Utah County Hazards Mapping as published by Utah County Public Works Department, no fault lines or fault ruptures are identified within the project.
- **General Soils Data.** A geotechnical investigation has been conducted on the development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:
  - The subsurface soils encountered at the site consist primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades.
  - No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
  - Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floors, slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting

soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.

- **Slopes.** A slope analysis has been conducted for the development and areas of greater than 30 percent slope are identified within Exhibit 20, Natural Resources Inventory Map. The existing contours at 2 foot intervals are also shown within this exhibit.
- **Statement of Findings.** The Statement of Findings can be found within the MDA.
- **Environmental Issues.**
  - **Wetlands.** No wetlands or sources of surface or shallow groundwater have been identified in the project site.
  - **Historical Sites.** Through the cooperation of Saratoga Spring's citizens, three petroglyph locations have been identified within the project site. These rare finds are important to preserve. Unfortunately, preservation of these individual stones in their current locations is problematic. It is the intent of Edge Homes to work with the Utah Rock Art Research Association to determine the best methods of preservation. Whether it is placement within the common area of the development or donation to a suitable museum.
  - **Existing Trees.** Existing trees are very limited on the Mt. Saratoga site. In fact, only about 75 pinyon-juniper trees existing on the entire site. These types of trees are generally not preserved and will be replaced through the addition of street trees.
- **Compliance Assurance.**
  - **Architectural Standards.** The architectural standards for the development will be discussed in further detail in the Design Guidelines section later in this document.
  - **Common Area Maintenance.** Common area within the overall Mt. Saratoga will be limited to monumentation, isolated detention basins and areas within the multi-family land uses. A Home Owners Association (HOA) will be established for ownership and maintenance of these common areas. The HOA will be established under applicable Utah Law with all necessary authority and reserve accounts in order to ensure proper maintenance for the future. The community park area and amenities will be dedicated in phases to the City for ownership and maintenance.



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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
**EXHIBIT 20 - NATURAL RESOURCES INVENTORY MAP**

**GEOLOGICAL HAZARDS**

According to Utah County Hazard Mapping as published by Utah County Public Works Department, the following hazards have been identified through coordination with Utah County, USGS, MAG and other agencies:

- No faults are shown in the project site.
- No fault ruptures are shown in the project site.
- The project site has very low potential for liquefaction.
- No flood hazards have been identified in the project site.
- No landslide hazards have been identified in the project site.
- No rock fall hazards have been identified in the project site.
- No debris flows have been identified in the project site.
- No wild fire hazards have been identified in the project site.
- No dam failure risks have been identified in the project site.
- No avalanche hazards have been identified in the project site.

**SOILS**

A geotechnical investigation has been conducted on the Talus Ridge at Saratoga Springs development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:

- The subsurface soils encountered at the site consist of primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades.
- No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
- Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floor slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.
- At the time of the site investigation, the project site consisted of vacant land, sparsely vegetated with weeds, shrubs, and various grasses.

The full geotechnical investigation is to be submitted separately and available for further detail. Additional site specific geotechnical investigations will occur over the course of the development to provide more site specific detail.

**WETLANDS**

No wetlands exist on this site.

**Legend**

- Stands of Trees (PINYON-JUNIPER)
- Existing Gravel Road
- Existing Drainage Channel
- Abandoned Railroad Bed

**DAMS, CANALS, AND CHANNELS**

No dams exist above this site. The Tickville Gulch traverses the southwest corner of the site project.

**SHRUBS, TREES AND WILDLIFE**

Shrubs and trees are very limited within the project site. Vegetation consists of a few pinyon-juniper trees, sparse weeds, shrubs and various grasses. Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened or rare flora or fauna are known to exist on the site.

**FLOOD PLAIN DATA**

All project area is within flood zone "X" or areas determined to be outside 500 year flood plain as shown on FIRM map 490250015A (July 17, 2002)

**MITIGATION REQUIREMENT**

If areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation must be completed prior to development, i.e. soil stabilization, historical sites, environmental hazards, etc.

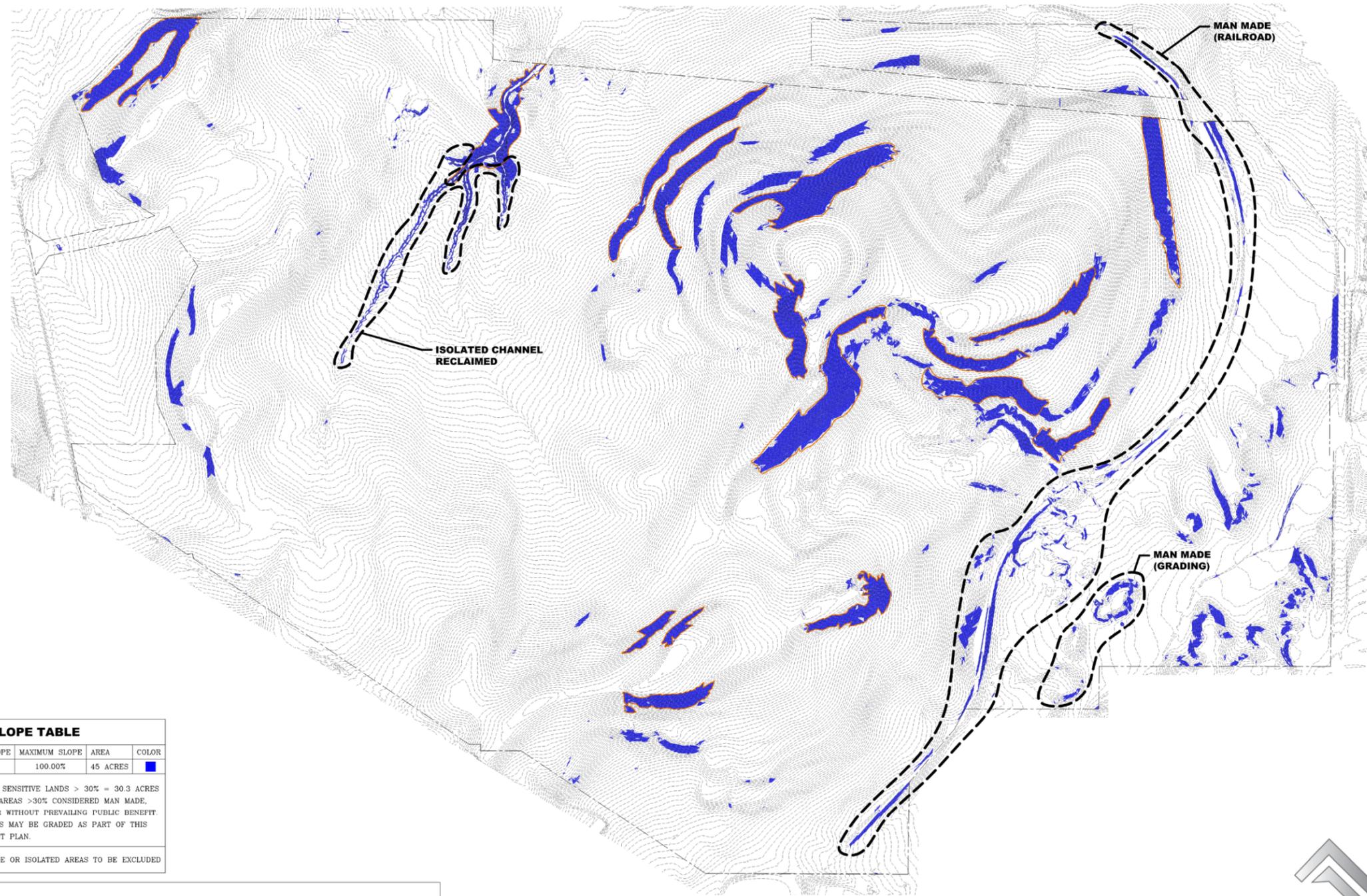
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 N.T.S.  
 DATE:  
 7/20/2016

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**Mt. Saratoga**  
 SARATOGA SPRINGS, UTAH  
**EXHIBIT 21 - SENSITIVE LANDS ANALYSIS**

**SLOPE TABLE**

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA	COLOR
1	30.00%	100.00%	45 ACRES	■

DESIGNATED SENSITIVE LANDS > 30% = 30.3 ACRES  
 ALL OTHER AREAS >30% CONSIDERED MAN MADE,  
 ISOLATED OR WITHOUT PREVAILING PUBLIC BENEFIT.  
 THESE AREAS MAY BE GRADED AS PART OF THIS  
 DEVELOPMENT PLAN.

--- MAN MADE OR ISOLATED AREAS TO BE EXCLUDED

**NOTE**

- AREAS WITH CONTIGUOUS SLOPES EQUAL TO OR GREATER THAN THIRTY (30) PERCENT. CONTIGUOUS SLOPE IS DEFINED AS AN AREA GREATER THAN ONE-HALF (0.50) ACRE WITH A MINIMUM DIMENSION OF ONE HUNDRED (100) FEET IN ANY DIRECTION. AREAS WITH SLOPES IN EXCESS OF THIRTY PERCENT MAY BE PROPOSED FOR DISTURBANCE IF THEY ARE ISOLATED, NOT PART OF A PROMINENT RIDGE LINE AND THEIR DISTURBANCE OR REMOVAL WILL NOT CREATE A HAZARD.
- THIS EXHIBIT IS CONCEPTUAL IN NATURE. SLOPES AND GRADING WILL BE REVIEWED AS PART OF THE FINAL PLAT PROCESS.

REVISIONS

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LEI PROJECT #  
 2014-1664  
 DRAWN BY:  
 TJP  
 CHECKED BY:  
 GDM  
 SCALE:  
 N.T.S.  
 DATE:  
 7/20/2016

SHEET  
**21**

480 West 800 North Suite 200  
 Orem, UT 84057  
 801.494.0150

## CONCEPTUAL PLANS

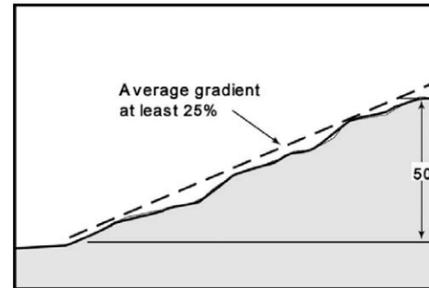
- A. Wildlife Mitigation Plans.** The Division of Natural Resources has been contacted to determine whether there are any endangered species or wildlife that needs to be mitigated at this time. This document is forthcoming.
- **Open Space Management Plans.** The vast majority of the open space within Mt. Saratoga will be incorporated into the Community Park and be owned and maintained by the City. Parkstrips within Mt. Saratoga Boulevard and Talus Ridge Boulevard are to be maintained by a master Mt. Saratoga Home Owners Association (HOA). The extent and amenities associated with the Community Park are included within the Open Space portion of this document. Open Space outside the Community Park, as identified within the Open Space Master Plan, will be owned and maintained by an HOA.
- B. Hazardous Material Remediation Plans.** No hazardous materials have been identified within the site. Should any hazardous materials be identified through further geotechnical investigation or site observation, acceptable mitigation must be completed prior to development.

## SENSITIVE LANDS AND HILLSIDE STANDARDS

These standards are enacted for the Mt. Saratoga development in order to provide standards, guidelines, and criteria in order to minimize erosion, slope hazards and other environmental hazards that may result from development of hillsides in Saratoga Springs. In addition, these standards are intended to protect the natural scenic character of hillsides and to identify especially sensitive areas that may not be suitable for development.

The scope and application of the hillside standards are as follow:

1. Grading, filling, or excavating shall not result in risk of erosion, flooding, landslide, or any other unsafe condition.
2. These standards apply to all areas and projects that contain slopes on sites with an average gradient of at least twenty five percent (25%) and vertical elevations of at least fifty feet (50').
  - a. The measurement of the vertical elevation of the steep hillside shall consider the entire slope system and not only the individual portions of the slope with at least twenty-five percent (25%) gradient. That is, the measurement of the vertical elevation may include some areas with less than twenty-five percent (25%) gradient as long as the overall, predominant slope gradient is twenty-five percent (25%).
3. These standards are intended to supplement those set forth in the Subdivision Ordinance and other Chapters of the Land Development Code. In the event of conflict, these standards shall apply.
4. Detailed reports and plans are required, as outlined, which must be approved by the City before any construction will be permitted in designated sensitive land and hillside areas.



### HILLSIDE DEVELOPMENT PROCESS AND STANDARDS

The following plans shall be submitted as part of the Preliminary Plat or Site Plan application in addition to all other requirements of Title 19. All reports and plans submitted herein shall be prepared by persons or firms licensed or certified to practice their specialty in the State of Utah.

#### 1. Project Physical Constraint Requirements

- a. A project will not consist of any building envelopes on natural or manmade slopes over thirty percent (30%).
- b. The project will not show any structures within fifty feet (50') of any fault line.
- c. The project will not consist of activities on or disturbance of any wetland areas, except as approved by the Army Corps of Engineers.
- d. The project will not contain any platted lot within any landslide hazard areas, unless approved by the planning staff, Planning Commission or legislative body as part of the open space area.
- e. The project will not consist of any development within any flood hazard area.
- f. The project will not consist of any development within any shallow groundwater hazard areas, areas of springs, or seeps or surface water areas.
- g. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridors.
- h. The project will avoid any development that will protrude above any ridgelines except as provided in the Design Guidelines in this document.

- i. Full geotechnical evaluation of the site.
- j. All proposed density for projects shall be approved by the county legislative body, after recommendation for or against from the Planning Commission.

#### 2. Sensitive Area Identification and Protection Plan. This plan shall identify all areas within the project that are sensitive land and are to be protected from disturbance. These areas should generally be placed in protected open space. The following standards shall be applied during the preparation of the Sensitive Area Protection Plan:

- a. A map shall be prepared identifying the existing slopes on the property with classifications of slope in five percent (5%) increments (i.e. 0-5%, 5-10%, etc.)
- b. Identification of prominent ridge lines. Prominent ridge lines are those ridges in which all or part of a permanent structure would be visible against the skyline, i.e., it would extend higher than the highest landform located behind the structure when viewed from the intersection 800 West and Pioneer Crossing, 800 West and Talus Ridge Blvd, and 800 West and Pony Express Parkway.
- c. Areas with contiguous slopes equal to or greater than thirty percent shall be considered sensitive areas and are to be protected. Contiguous slope is defined as an area greater than one-half (0.50) acre with a minimum dimension of one hundred (100) feet in any direction and shall be subject to the following conditions:
  - i. Areas with slopes in excess of thirty percent may be proposed for disturbance if they are isolated, not part of a prominent ridge line and their disturbance or removal will not create a hazard to public or private property.
  - ii. In those cases where the disturbance of slopes equal to or greater than thirty percent, disturbance shall be limited to only that area necessary for the construction of a road, trail or other approved structure. These structures shall be designed to minimize impacts on these slopes.
  - iii. Man-made slopes equal to or greater than thirty percent may be amended if it is determined by the City that the change in grade will restore the area to a more natural condition or if it will improve the stability of a previously disturbed area.
- d. Filling, piping or dredging of historic drainage channels shall be prohibited unless approved by the City based on determination that the affected portion is either no longer functioning as a drainage channel, is not necessary to capture storm water flows, or will not result in any increased potential flood risks. Drainage channels shall be identified and include, at a minimum, those drainage channels with tributary areas that extend outside the boundary of the proposed project.
  - i. Natural drainage courses should be retained where feasible, with historical flows being maintained.
  - ii. In those cases where either pedestrian or vehicular access over a major drainage channel is found to be necessary or desirable, disturbance shall be limited to only that area necessary for the construction of a bridge, culvert, or other approved structure. Bridges, culverts, or other structures crossing water courses, gullies, stream beds, or storm water runoff channels shall be designed to minimize impacts on these natural drainage corridors.
  - iii. Tickville Wash tributary located in the southwest corner of Mt. Saratoga may be piped, based on an approved hydrogeologic study.
- e. A geological report shall be prepared by a geotechnical engineer or geologist licensed by the State of Utah. The Geology Report shall contain, at a minimum, the following:

- i. Identification of any zones of deformation with respect to active faults or other mass movements of soil and rock.
- ii. Identification and mapping of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site.
- iii. Active or inactive landslide areas.
- iv. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geologic hazards.

**3. Grading Plan.** Project areas may be proposed for disturbance if they fall outside of the protected areas identified in the Sensitive Land Protection Plan or meet the conditions outlined within the Sensitive Land Protection Plan. The grading plans for such areas shall comply with the following standards:

- a. Slopes fifty percent (50%) or greater within residential lots shall be supported by a geotechnical report prepared and certified by a qualified professional, that such slopes will be stable and will not create a hazard to public or private property. The report shall provide recommendations on the methods and procedures for the creation of such slopes.
- b. All cut, filled, and graded slopes shall be re-contoured to blend into the natural grade of surrounding land.
- c. All permanent cuts and fills shall be constructed and stabilized to minimize settlement, sliding, or erosion damage to streets, curbs, gutters, sidewalks, or buildings.
- d. When the top of a steep hillside is cut and fill is placed on the hillside, the fill slope should be blended with the natural steep hillside.
- e. The transition between manufactured slopes and natural topography should be blended to avoid harsh angular lines.
- f. Cutting and grading to create benches or pads for building sites shall be minimized where possible.
- g. Steep hillside areas should not be mass graded to create a large flat pad. Instead, smaller stepped pads should be used that follow the existing topography
- h. Berms, interceptor drains, swales or other devices shall be provided at the top of retaining walls and cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of a slope or adjacent properties.
- i. A Grading Plan may not be used solely for the purposes of mining of materials.

**4. Development on Slopes.** Development should be concentrated in the least steep areas of the site in order to preserve as much of the natural terrain as possible.

- a. Varied lot sizes and designs shall be utilized in order to reduce the amount of grading required and preserve natural landforms.
- b. Building pads shall be located in order to preserve as much of the natural terrain as possible.
- c. Lots shall be designed to fit the natural contour of the site rather than the site being altered to fit a particular structure type.
- d. Large flat pads shall be avoided in favor of stepped, or split-level structures that follow the general contours of the site.
- e. Structure designs and foundation types shall be utilized that are compatible with the existing steep hillside conditions and require less grading.
- f. Retaining walls shall be constructed with the following criteria:
  - i. A single rock retaining wall shall not exceed ten feet in height as measured from the lowest adjacent grade to the top of wall.
  - ii. When the overall retained height would exceed ten feet (10') or materials other than rock are to be utilized, the retaining wall shall be broken into a maximum of three stepped walls

with no individual wall exceeding six feet in height as measured from the lowest adjacent grade to the top of wall.

- iii. The width of the terrace between any two vertical retaining walls shall be at least half the height of the highest wall as measured from the face of each wall with a minimum horizontal distance of three feet (3').
- iv. All retaining walls greater than two feet (2') must be designed by an engineer licensed by the State of Utah.
- v. Retaining walls shall be located a minimum of four feet (4') from primary structures. Walls shall not be located within PUE's unless a release is obtained from all applicable utility companies.
- vi. Terraces created between retaining walls shall be permanently landscaped.
- vii. The color of retaining walls shall blend with the natural terrain.

**5. Landscaping Preservation and Revegetation Plan** - The Landscaping Plan shall be prepared by a licensed Landscape Architect and consist of a survey identifying existing vegetation and a revegetation plan showing both how disturbed areas will be restored and how the proposed grades will be stabilized.

- a. Vegetation Survey – A survey of the existing site shall show the location of existing vegetation and identification of plant species existing on the development site.
- b. Vegetation Preservation Plan – Existing Vegetation shall be preserved to the maximum extent practical.
  - i. All existing vegetation within and adjacent to major drainage channels shall be preserved to the maximum extent possible.
  - ii. Riparian areas shall be protected. If already disturbed, these areas shall be restored with additional native or adapted planting.
  - iii. Areas of significant trees and vegetation may not be disturbed unless specifically approved by the City. This includes large trees of six-inch (6") caliper or greater, groves of five or more smaller trees, or clumps of shrubs covering an area of fifty square feet or more measured at the drip lines.
  - iv. In areas determined to be highly susceptible to fire hazards (including areas determined to be part of the Wildland Urban Interface), vegetation may be selectively pruned, thinned, and regularly maintained to help minimize the risk of property damage from wildfire and to provide space for fire-fighting equipment and personnel.
- c. Revegetation Plan - All areas of the site that will be cleared of natural vegetation in the course of development shall be replanted with native or adapted trees and other plant material vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. The revegetation plan shall also specify slope stabilization and erosion control measures that will be implemented.
  - i. The revegetation plan shall include a plant schedule listing the plant species and seed mixes to be used for stabilization and revegetation. Revegetation species shall follow city standards.
  - ii. All disturbed areas shall be stabilized no later than thirty days after the disturbance is complete. Reseeding may be delayed until the earliest planting season thereafter if temporary stabilization measures are implemented in the interim.
  - iii. Any areas with existing vegetation disturbed according to an approved Grading Plan shall be revegetated. To the maximum extent practical, existing vegetation shall be replaced in kind.
    - 1. Any slope 3:1 or steeper shall have control matting, tackifier fabric or other approved erosion control method installed in addition to reseeding or revegetation.

- 2. New or disturbed ditches and swales in excess of one percent (1%) slopes shall have straw wattles installed at one hundred foot (100') intervals to minimize scour and reduce flow velocities.
- iv. Use of fire-resistant plants for revegetation is required in areas identified as a Wildland-Urban Interface.
- v. Should existing trees be removed, the required replacement is to be completed as per Saratoga Springs City Code 19.06.06.3.h.

## DESIGN GUIDELINES

These design guidelines as established through the Community Plan are intended to act as a basis for the subsequent establishment of design standards associated with Village Plans. Therefore, minimum standards have been established at the community wide level and more appropriate site specific standards will be established at the Village Plan level.

### 1.1 Single Family Residential:

- **Lot Regulations:**

- A. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
  - a) Village 1 - An area of not less than 4,000 square feet.
    - i. Neighborhood 1 will average 4,800 square feet.
    - ii. Neighborhood 2 will average 4,700 square feet.
    - iii. Neighborhood 4 will average 10,000 square feet.
  - b) Village 2 – An area of not less than 5,000 square feet.
    - i. Neighborhood 1 will average 8,500 square feet.
    - ii. Neighborhood 2 will average 8,000 square feet.
  - c) Village 3 – An area of not less than 3,500 square feet.
    - i. Neighborhood 2 will average 4,000 square feet.
    - ii. Neighborhood 3 will average 4,000 square feet.
  - d) Village 4 – An area of not less than 4,500 square feet.
    - i. Neighborhood 1 will average 8,000 square feet.
    - ii. Neighborhood 2 will average 10,000 square feet.
    - iii. Neighborhood 3 will average 12,000 square feet.
    - iv. Neighborhood 4 will average 8,000 square feet.
    - v. Neighborhood 5 will average 10,000 square feet.
  - e) Village 5 – An area of not less than 3,500 square feet.
    - i. Neighborhood 1 will average 5,500 square feet.
    - ii. Neighborhood 2 will average 8,000 square feet with a minimum of 12,000 square feet along the eastern edge.
    - iii. Neighborhood 3 will average 3,800 square feet with a minimum of 10,000 square feet along the eastern edge.
- B. Width. The minimum width for any residential lot shall be 45 feet at the designated front setback. The minimum lot frontage along a public right-of-way shall be 20 feet.
- C. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
- D. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
- E. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.

- F. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.
- G. The minimum lot size as outlined above shall not contain slopes above 30%. Slopes designed to accommodate daylight or walkout basements are excluded from this requirement.

- **Cluster Housing and Other Non-Traditional Single Family Lots:**

- A. All design criteria for Cluster Housing and other non-traditional single family lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.

- **Size of Buildings:**

- A. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
- B. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
  - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
  - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
- C. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

### 1.2 Two and Three Family Residential

- **Lot Regulations:**

- A. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
  - a. Two Family Residential – An area of not less than 6,000 square feet.
  - b. Three Family Residential – An area of not less than 8,000 square feet.
- B. Width. The minimum lot frontage along a public right-of-way shall be 20 feet. The minimum width for any residential lot at the designated front setback shall be:
  - a. Two Family Residential – 70 feet with minimum of 25 feet.
  - b. Three Family Residential – 80 feet with a minimum of 20 feet.
- C. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
- D. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
- E. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.
- F. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.

- **Non-Traditional Lots:**
  - A. All design criteria for any non-traditional lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.
- **Size of Buildings:**
  - A. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
  - B. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
    - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
    - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
  - C. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

### **1.3 Attached Multi-Family Residential (Townhomes):**

- **Lot Regulations:**
  - A. Front Yard Requirements.
    - Front Load Units: The minimum front yard setback shall be 20 feet, as measured from the back of sidewalk or curb to the garage, and 12 feet measured to foundation of living space, a covered front porch or patio, if present.
    - Alley Load Multifamily Units: Should alley load product be proposed, specifics regarding setbacks will be provided at Village Plan.
  - B. Side Yard Requirements. Side yard setbacks shall be a minimum of 10 feet measured from property line to foundation. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
  - C. Rear Yard Requirements. Rear yard setbacks shall be a minimum of 15 feet measured from property line to foundation.
  - D. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be a minimum of 15 feet to foundation.
  - E. Distances between buildings. The minimum distance between side yards of buildings is 10 feet measured from foundations. The minimum distance between rear yards of buildings is 20 feet measured from foundations.
- **Size of Buildings:**
  - A. Height of Buildings. All attached multi-family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
  - B. Minimum Square Feet. The minimum finished square footage shall be 800 square feet above grade.

- **Parking Requirements:**
  - A. Two parking stalls to be provided for each unit, one which must be enclosed. Tandem parking of a garage stall and associated driveway stall shall be allowed and count as two stalls. In addition, 0.25 visitor stalls shall be provided per unit.

### **1.4 Multi-family Residential (Stacked Units):**

- **Lot Regulations:**
  - A. Setback Requirements. All multi-family residential buildings shall have a minimum setback of 10 feet from property line to foundation from any public or private right-of-way. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
  - B. Distances between buildings. The minimum distance between side yards of residential dwellings is 15 feet measured from foundations. The minimum distance between front and rear yards of residential dwellings is 15 feet measured from foundations.
  - C. Accessory Buildings. The minimum distance between main buildings and accessory buildings shall be 10 feet measured to foundation. All detached garages shall have no minimum setback requirement when adjacent to non-residential zones and shall have a minimum setback of 5 feet from property lines adjacent to residential zones, any public right-of-way, and the peripheral property line of the Talus Community boundary.
- **Size of Buildings:**
  - A. Height of Buildings. All multi-family buildings in the multi-family residential development area shall be no higher than 40 feet as measured per Saratoga Springs Land Development Code.
  - B. Minimum Square Feet. The minimum finished square footage shall be 600 square feet for a single bedroom dwelling unit and 800 square feet for a two or more bedroom dwelling unit.
- **Parking Requirements:**
  - A. Two parking stalls to be provided for each unit, one which must be enclosed. Tandem parking of a garage stall and associated driveway stall shall be allowed and count as two stalls. In addition, 0.25 visitor stalls shall be provided per unit.

### **2.0 Architectural Standards:**

- A. The architectural standards in this section are intended to establish general guidelines for the Mt. Saratoga Community Plan and more detailed standards will be established within each Village Plan. Listed in this section are examples of architectural styles that will be acceptable in any of the subsequent Village Plans. Architectural styles that include extreme colors, construction materials, or styling as defined by the Architectural Review Committee will not be allowed within the Mt. Saratoga Community Plan. However, reasonable variations in the architectural styles and construction materials are allowed and will be necessary to give flexibility for future trends in the market place. All variations in style and material require formal approval from the Mt. Saratoga Architectural Review Committee (MARC).

**2.1 Floorplan and Exterior Color Scheme Mixing:**

- A. In an effort to promote the design of subdivisions with a variety of floorplans, the following community wide restriction will be enforced:
  - a) No single family homes may be built on lots next door to or directly across the street from a previously selected single family home with the same floorplan unless the following criteria are met:
    - i. The home must be a Contemporary elevation, in the event that the home conflicting is any other elevation.
    - ii. Traditional, Craftsman, and Bungalow are considered the same elevation.
  - b) No main body exterior color can be built next door or directly across the street from a previously selected main body exterior color.

**2.2 Traditional Architecture:**

- A. Square columns wrapped in stucco with stone wainscot
- B. Arched beam above front porch wrapped in stucco
- C. Stucco covering main sections of home with fiber cement siding (FCS) accents in gables
- D. Eyebrows on all gable ends

**2.3 Craftsman Architecture:**

- A. Square front porch beams wrapped in FCS
- B. Hardie siding covering main portions of home with accents of FCS in gables
- C. Square front porch columns wrapped in FCS

**2.4 Bungalow Architecture:**

- A. Tapered front porch columns wrapped in FCS with stone wainscot
- B. Square front porch beams wrapped in FCS
- C. Occasional clipped gable (Dutch hip) on front gables in front elevation
- D. Corbels placed in gables
- E. Triangle soffit Vents accents

**2.5 Contemporary Architecture:**

- A. Front porch columns range from 3/4 height stone, full height stone, and wider tapered style.
- B. Beam above front porch are square wrapped in FCS.
- C. FCS elements on lower portions of home building upward into stucco.
- D. Lower pitch roof ranging from 5/12 – 7.5/12
- E. Hip roofs for all roof lines
- F. Roof overhang at 1'-6"
- G. Varying heights on stone wainscoting across front elevation

**2.6 Additional Architectural features:**

- A. Metal Roofing Accents

- B. Window Grids
- C. Shed Roofs Over Windows
- D. Shed Roof Over Garage

**3.0 Perimeter Buffers and Fencing:**• **Perimeter Buffering:**

- A. No structure (excluding signs, entry features, and accessory buildings) may be closer than ten feet to the peripheral property line of Mt. Saratoga Community boundary unless a narrower buffer is detailed in Exhibit 6.

• **Fencing:**

- A. All fencing to be installed as per Saratoga Springs City ordinance.

**4.0 Architectural Review Committee:**

- A. In order to create, maintain and improve the integrity of the community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of the Mt. Saratoga Community, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within the Project shall be subject to a design review process and approval by the established Mt. Saratoga Architectural Review Committee (the "MARC"). The MARC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The MARC shall consist of representatives from the following: Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. Developer shall retain the right to retain or replace members of the MARC at its discretion.

**5.0 Ridgeline Development**

- A. Lots and associated building pads located on a prominent ridgeline of Mt. Saratoga within Village 5 shall incorporate the following guidelines in order to limit the adverse effects of structures:
  - a) Exterior wall colors and roof surfacing materials must be based on earth tone colors found most commonly in the land and vegetation around the structure.
  - b) Reflective materials and bright colors that create dramatic contrast shall not be used.
  - c) The use of trees and other appropriate landscape improvements to be used to mitigate the visual impact of the structure.
  - d) Exterior lighting to be shielded from direct point source view.
  - e) Exposed basement foundations to be screened with vegetation or stepped foundations utilized to a minimum of one-half (1/2) of its height.

## OPEN SPACE STANDARDS

**Purpose.** These standards establish minimum open space requirements for Mt. Saratoga to ensure that parks and open space meet the recreational and scenic needs of the new residents.

### Definitions.

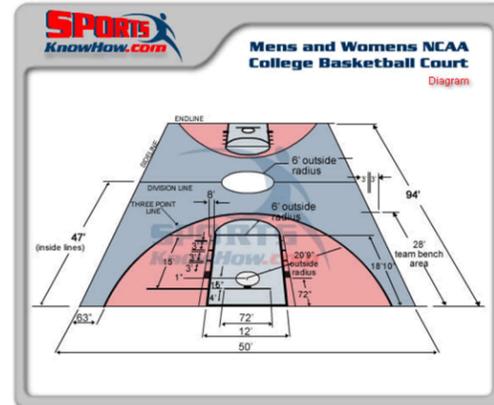
1. "Amenities" means an improvement for use by park patrons, such as playground equipment, play fields, trails, benches, and restrooms.
2. "Amphitheater" means a curved open-air venue for entertainment, with tiered seating or upward-sloped turfed area suitable for seating surrounding a central level area for performances. Seating capacity is calculated on nine square feet per person on the tiered or turf seating area.
3. "ASTM" means the American Society of Testing Materials.
4. "Baseball Diamond" means a play field improved with turf except for the skinned infield, and striped with paint to support the play of baseball or softball, with each diamond supporting one game at a time.

Minimum dimensions by type are shown in the following graphics:

"Little League®" diagram:



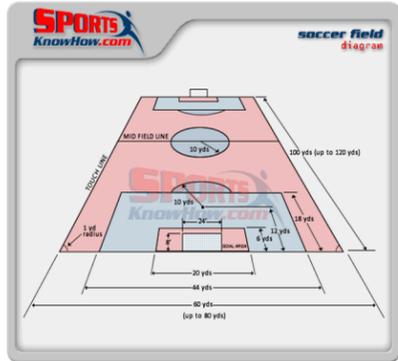
5. "Basketball Court" means a hard-surfaced area with amenities to support the playing of basketball.
  - a. "Half court" means a court a minimum of 47 feet by 50 feet in area and containing one standard (pole and net).
  - b. "Full court" means a court a minimum of 50 feet by 94 feet in area and containing a minimum of two standards, with the option of four standards creating two smaller full courts within the main court and perpendicular to the main court.



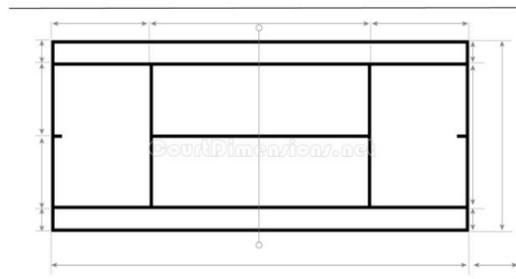
6. "BBQ Grill" means an outdoor appliance for grilling and cooking, constructed of industrial cast iron and permanently mounted on concrete.

7. "Bike Rack, 4-bike capacity" means a ridged one-piece structure to which bicycles can be locked, permanently mounted on concrete. May be substituted by multiple single-bike racks or poles with capacity for four bikes.
8. "Detention basin – limited access" means a detention basin that is improved to provide access for recreational use when not storing water.
9. "Detention basin – no access" means a detention basin that is not accessible for recreational use.
10. "Drinking Fountain" means an industrial or commercial grade outdoor drinking facility, with proper drainage.
11. "Equivalent Acres" means the number of acres of different types of land it takes to equal one acre of fully improved park space.
12. "Fully Improved" means open space completely improved with turf, non-native landscaping, and amenities.
13. "Fully Improved with limited access" means fully improved open space with limitations to access, such as a pay-for-use golf course, limited hours for a cemetery, or similar limitation.
14. "Fully Improved with full access" means fully improved open space with no limitations on user access.
15. "Horseshoes, tetherball, similar" means an outdoor recreation area designed for the playing of horseshoes, or tetherball, or other permanently installed outdoor game.
16. "Improvements" means any addition or enhancement to open space, such as landscaping, recreational amenities, trails, and grading. See also "Partially Improved", "Fully Improved", and "Unimproved".
17. "Native" means the installation of natural landscaping commonly found in unimproved, un-manicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape could include the restoration of disturbed areas by replacement of topsoil, native seeding by drilling method, and covering with a hydraulically applied wood fiber mulch.
18. "Park Bench" means an industrial or commercial grade outdoor seat, permanently mounted on concrete.
19. "Partially Improved" means open space left in a native state, such as existing or new native grasses instead of turf, and with recreational amenities provided.
20. "Pavilion" means a free-standing structure with an open frame and covered by a roof to provide shade for a table or sitting area or other similar use.
  - a. "Small" means a pavilion of up to 150 square feet covering at least one table and related seating, one BBQ grill, or similar facilities.
  - b. "Medium" means a pavilion of up to 400 square feet covering at least two tables and related seating, several BBQ grills, or similar facilities.
  - c. "Large" means a pavilion of up to 1000 square feet covering at least four tables and related seating, or two tables and several BBQ grills, or similar facilities.
  - d. "Extra-large" means a pavilion of over 1000 square feet covering eight to ten tables and related seating, or a combination of tables and BBQ grills of similar amount.
21. "Play Field" means a level grass field that is useable for the play of various sports such as football, lacrosse, soccer, or other field. May or may not be striped with paint for a specific sport.
22. "Play structures" means a structure containing any of the following: swings, post and platform, slides, climbers, rockers, rotational, and interactive features. A single-platform refers to one elevated platform containing multiple features. All playground structures must have a certificate of compliance with current CPSC and ATSM standards.
23. "Restroom" means a room containing a wash basin, toilet, and other facilities for use. Where a restroom is provided, at least one cleaning/maintenance closet shall be included. May consist of a unisex lockable-from-inside restroom, or separate men and women's restrooms. May include a single or multiple stalls. Restrooms shall comply with ADA requirements, including percentage of stalls that are accessible in design.
24. "Sensitive Lands, limited access" means open space consisting of wetlands, steep slopes, or other sensitive lands with some user access provided such as trails, boardwalks, or pavilions.

- 25. "Sensitive Lands, no access" means open space consisting of wetlands, steep slopes, or other sensitive lands with no user access provided.
- 26. "Soccer Field" means a play field a minimum of 180 feet by 300 feet in area, and striped with paint to support the play of soccer as shown in the graphic below:

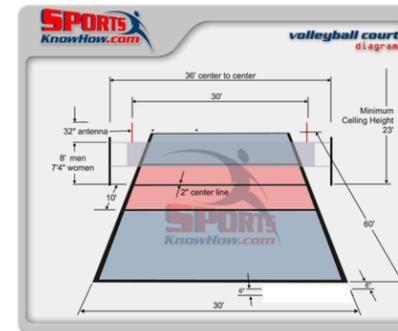


- 27. "Splash Pad" means a recreation area for water play with little to no standing water. May include fixed or movable spray or drip features and nozzles.
- 28. "Swimming Pool" means a man-made structure or tank constructed to hold water deep enough to permit swimming and other water based recreation. Minimum depth of six feet where diving is permitted; does not include wading pools. Minimum dimensions of 80 feet by 16 feet for a two-lane lap pool, or 50 feet by 25 feet for a non-lap pool.
- 29. "Tennis Court" means a level rectangular area for the playing of tennis. Minimum dimensions of 27 feet by 78 feet for a singles court; minimum dimension of 38 feet by 78 feet for a doubles court, striped in the following manner:



- 30. "Trash Can" means a waste receptacle for either trash or recyclables, minimum capacity of 50 gallons, permanently mounted on concrete.
- 31. "Unimproved" means open space left or planted in a native state, without the addition of amenities.
- 32. "User" means a person accessing open space for recreation, relaxation, or other purpose. Refers to residents of a development for privately maintained open space, or to the public for publicly maintained open space.
- 33. "Volleyball Court or Pit" means a level rectangular area with a net structure for the playing of volleyball. Minimum area of 1800 square feet. May be a lowered or level sand surface, or a hard level surface.

Minimum dimensions as shown in the graphic below:



- 34. "Wading Pool" means a man-made structure or tank constructed to hold a small amount of water for water play that is not deep enough to permit swimming.
- 35. "Workout Station" means an industrial or commercial grade fitness components or devices designed to offer exercise opportunities to users, permanently mounted and meeting ASTM standards.

**Equivalent Acres.**

1. **Equivalent Open Space.** As used in these standards, open space requirements are calculated based on Equivalent Open Space acres, where different types of open space qualify as more or fewer acres. For each acre of required open space, the requirement may be met through a variety of open space types, according to the table within the Open Space Plan contained within this Community Plan and the following:
  - a. **Method:** Multiply each acre or portion thereof, for each category provided, by the multiplier to determine the Equivalent Open Space acreage.
  - b. **Compliance:** This Community Plan and subsequent Village Plans must show calculations based on the method outlined above to demonstrate adequate Equivalent Open Space acreage. Village Plans must meet the minimum Equivalent Open Space acreage on a cumulative basis.

**Minimum Required Open Space.**

1. **Open Space Required.** A minimum of one Equivalent Acre of park space is required for every 40 residential units within the overall Community Plan or subsequent Village Plan. With a proposed number of residential units of 2,553, the Equivalent Open Space requirement is 63.8 acres for Mt. Saratoga.
2. **Minimum percentage.** In addition to meeting the minimum Equivalent Open Space requirement and to ensure a livable community, in no case shall the percentage of total actual acres provided for open space within the overall Community Plan be less than 30% as defined by City Code.
3. **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.
  - a. Unimproved, not Sensitive Lands
  - b. Sensitive Lands - no access
  - c. Detention basin – no access

**Minimum Required Amenities.**

1. **Minimum Points.** In order to meet the needs of new residents in each Community Plan or Village Plan, amenities equaling a minimum of **50** points per **required** Equivalent Open Space acre must be provided. The amenities may be distributed across all provided acres, but the point requirement is based only on the required Equivalent Open Space acres. For the overall Community Plan, the minimum point requirement is 3,191 (50 x 63.8).
2. **Points Per Amenity.** Each recreational amenity is worth a number of points as outlined below. For appropriate spacing of amenities, each item also has a minimum square footage requirement.
3. **Mixture of Amenities and Required Amenities.**
  - a. See the Open Space Plan, calculations and exhibits contained within this Community Plan for details regarding the proposed location and an adequate mixture of amenities.
  - b. Should additional or differing amenities be proposed during the course of development, the following chart will be used to determine point value substitution.
  - c. The overall Community Plan must incorporate a mixture of amenities, including at least one separate item each from Categories A, B, C, D, E, and F. Subsequent Village Plans will contain a proportionate share of amenity points on a cumulative basis as shown within the Open Space Calculations as contained in this Community Plan.
  - d. When an amenity is proposed that is not listed, the Planning Director shall compare the cost and capacity of the amenity with amenities in this table to determine a comparable point value and category.

Item	Min sq.ft per item	Category	Points
Amphitheater (100 person capacity)	2500	A	500.0
Pedestrian Underpass	9' x 12'	A	150.0
Clubhouse Associated w/Pool	1,000	A	150.0
Skate Park - one pit	10000	A	144.1
Swimming Pool, 2 lane equivalent	3000	A	137.5
Restroom 3+ Toilets	400	B	92.8
Pavilion - extra large	1250	B	75.0
Gathering Area	1000	B	75.0
Splash Pad (25 people)	2250	B	62.5
Play Field - full size (soccer, football, etc.)	56000	B	55.0
Pavilion - large	900	B	50.0
Frisbee Golf	3 Acres	B	50.0
Pavilion – (group)	650	C	42.4
Tennis Court	7200	C	40.1
Additional Equivalent Open Space	1 Acre	C	40.0

Restroom 1-2 Toilets	200	C	37.4
Play field – half size	28000	C	27.5
Zipline, per 75 linear feet of rideable line	600	C	27.5
Playground Structure (1-platform)	250	C	26.0
Play or skate features – eg rock wall or kicker	200	C	25.0
Dog Park	1 Acre	C	25.0
Trail, hard surface, per 1000 linear feet	10000	D	20.6
Swingset	100	D	12.5
Basketball 1/2 court	2350	D	8.3
Pickleball court	2350	D	8.3
Pavilion (picnic shelter)	350	D	5.7
Horseshoes, tetherball, or similar	250	D	5.0
Baseball Diamond - Little League© size	56000	E	4.4
Bleachers - per section	450	E	2.8
Trail, soft surface, per 1000 linear feet	5000	E	1.5
Art - 1 statue, sculpture, or other single piece	50	E	1.3
Volleyball pit	1800	E	1.3
Drinking fountain	9	F	1.1
Table	75	F	0.8
Trash Can – Required w/ Pavilion or park	25	F	0.7
Bike Rack, 4-bike capacity	30	F	0.6
Workout station	100	F	0.5
Bench	50	F	0.4
BBQ Grill	25	F	0.3
Parking - 1 space (hard surface)	200	P	0.7
Parking - 1 space (soft surface)	200	P	0.1

**Phasing.**

1. Construction of various portions of the project is proposed to occur in stages as shown within the Open Space portion of this Community Plan. This phasing approach must meet the following standards:
  - a. All Village Plans shall contain a Phasing Plan, including size and order of each phase and schedule of improvements to be installed, shall be approved by the Planning Director.
  - b. Open Space improvements shall be installed with a value or acreage in proportion to the acreage developed with any given Village Plan. The Developer may install open space in excess of the proportionate amount for each Village and bank open space credits towards later Villages; however the open space installed must be a part of the open space shown in the Phasing Plan.

- c. A perpetual instrument running with the land shall be recorded against the entire Village Plan prior to or concurrently with the recordation of the first plat, that includes the standards, location, funding mechanism, values, and timing for all open space, recreational facilities, amenities, open space easements, and other improvements. An open space plat, conservation easement, development agreement, or other perpetual instrument may qualify as determined by the City Attorney.

#### Maintenance and City Acceptance.

1. **General Maintenance.** All open space under private ownership or dedicated to an HOA shall be maintained regularly, by the property owner or HOA as appropriate, to maintain a clean, weed-free, and healthy appearance.
2. **Turf and Plantings.**
  - a. Turf shall be maintained at a maximum height of 3-4 inches.
  - b. Turf and plantings shall be fully established and kept free of broadleaf weeds and other invasive species.
  - c. Fertilizer shall be applied as necessary.
3. **Irrigation.**
  - a. Irrigation shall comply with all City watering restrictions and guidelines, and shall begin no earlier than April 15<sup>th</sup> and shall end no later than October 15<sup>th</sup> of every year.
  - b. Irrigation systems shall be maintained to operate efficiently, with leaks and malfunctions repaired promptly.
  - c. Components and nozzles shall be utilized to keep a uniform distribution of spray per irrigation zone.
  - d. Water shall be limited to irrigable areas and shall not unreasonably cross onto hardscape such as sidewalks and streets.
  - e. Water-saving devices, including smart timers and rain sensors, shall be utilized to ensure efficient use of water, and to prevent watering during precipitation.
4. **Amenities.**
  - a. Amenities shall be maintained in clean, safe, working order. Rust shall be removed annually.
  - b. Broken or malfunctioning amenities shall be repaired or replaced promptly.
  - c. Proper maintenance schedules as recommended by the manufacturer or industry for each amenity shall be followed.
5. **City Acceptance:** The City shall own and be responsible for the maintenance of the approximate 205-acre community park as shown within the Community Plan. In addition, the City shall own and be responsible for the maintenance of all open space dedicated to and accepted by the City for public ownership and use, or where a permanent public use and City maintenance agreement has been recorded.

## DEVELOPMENT AGREEMENT

A Master Development Agreement has been prepared for this Community Plan and is contained within a separate document.

WHEN RECORDED, RETURN TO:

**CITY OF SARATOGA SPRINGS**

Attn: City Manager  
1307 N. Commerce Drive  
Saratoga Springs, Utah 84045

**AMENDED AND RESTATED  
MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
MT. SARATOGA PROJECT**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT (this “**Agreement**”) is entered into and effective as of \_\_\_\_\_, 2016, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company (“**Edge**”), and DCP SARATOGA LLC, a Utah limited liability company (“**DCP**”, and together with Edge, individually and collectively, the “**Developer**”), and the CITY OF SARATOGA SPRINGS, a municipal corporation and political subdivision of the State of Utah (the “**City**”) (individually a “**Party**” and collectively the “**Parties**”).

This Agreement amends, replaces, and restates in its entirety that certain Master Development Plan Agreement for Mt. Saratoga Project between the City and Mt. Saratoga, Inc., Developer’s predecessor in interest, dated January 28, 2004 and recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County, as amended and modified by that certain Amendment to Master Development Plan Agreement for Mt. Saratoga Spring Project dated September 14, 2004 and recorded June 27, 2007 as Entry No. 93455:2007 (hereafter known as the “**Saratoga Heights Project**”) dated June 26, 2007 (collectively, as amended, the “**Original Development Agreement**”).

**RECITALS:**

- A. DCP owns approximately 688.05 acres of real property located within the municipal boundaries of the City of Saratoga Springs, Utah County, State of Utah, as more particularly described in Exhibit “A” (the “**Property**”) attached hereto and incorporated herein.
- B. DCP and Edge have entered into an agreement providing for the development of the Property by DCP and Edge.
- C. Developer desires and intends to develop the Property as a master-planned community to be known as Mt. Saratoga (the “**Project**”) as generally depicted on a conceptual use map prepared by Developer and contained in the Community Plan (the “**Use Map**”).
- D. Developer’s predecessor in interest and the City previously entered into the Original Development Agreement in connection with the planned development of the Property. Developer and the City desire to amend, replace, and restate the Original Development

Agreement in its entirety to reflect the agreement of the Parties with respect to the development of the Property as set forth herein.

E. Developer has filed with the City a complete application for a rezone and general plan amendment to change the Property from the current zone and general plan designation to Planned Community (the “**Planned Community District**”) and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City’s Land Development Code (collectively, the “**Planned Community Application**”). At the time the Original Development Agreement was entered into, the Planned Community District zoning designation was not available, which zoning designation is intended for larger developments like the Project.

F. In connection with the Planned Community Application, Developer filed with the City a complete application to adopt a Community Plan for the Project as provided in the City’s Land Development Code (the “**Community Plan**”).

G. On July 28, 2016, the City’s Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded the application to the City’s City Council for consideration.

H. On \_\_\_\_\_, the City’s City Council approved the Planned Community Application (the “**Planned Community District Approval**”), the Community Plan, the rezoning of the Project in accordance with the Community Plan, and an amendment to the City’s General Plan, all subject to approval of this Agreement.

I. The City finds the Planned Community District Approval, the Community Plan, and the Use Map (i) do not conflict with any applicable policy of the City’s General Plan; (ii) meet the spirit and intent of the City’s Land Development Code; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) provides for the installation of infrastructure improvements that will benefit not only the Project but also the City and properties in the vicinity of the Project, and (v) meet applicable use limitations and other requirements of the Planned Community District.

J. The City finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as dictated in Section 19.26.07. More specific findings are contained in the written

minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit A, the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit B, and in the Report of Action and staff reports collectively attached hereto as Exhibit C. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits A, B and C, and

K. The City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved and (ii) the financial capability to carry out the Project in accordance with this Agreement.

L. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

M. Each of the Parties is willing to enter into this Agreement in order to implement the purposes and conditions of both the Planned Community District Approval, the Community Plan, and the Use Map for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and the City's Land Development Code.

N. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq.* ("**Utah Municipal Land Use, Development, and Management Act**"), and after all required public notice and hearings, the City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) the City's General Plan, and (iii) the City's Land Development Code. As a result of such determination the City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the City's Land Development Code in effect on the date of the Application for the Planned Community District or, if different, by this Agreement or applicable State statute (as provided in the 2013 amended Section 102, *Definitions*, of the Utah "Impact Fee Act", Utah Code Annotated, Chapter 36a), as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **“City’s Standard Technical Specifications and Drawings”** means the standards and specifications that the City uses for construction of public and private improvements, as amended.

1.2 **“Community Plan”** means the Community Plan for the Project as approved by the City pursuant to Chapter 19.26 of the Land Development Code.

1.3 **“Culinary Water Master Plan”** means the master plan to provide culinary water within the Project as approved by City and as set forth in the Community Plan.

1.4 **“Density”** means the number of Equivalent Residential Units per acre as shown on the Use Map and as authorized under this Agreement.

1.5 **“Density Transfer”** means the ability of Developer to transfer densities as provided in Paragraph 2.4.4 of this Agreement.

1.6 **“Design Guidelines”** means the design standards and guidelines as set forth in the Community Plan.

1.7 **“Developer”** means, individually and collectively, Leading Edge Development, LLC, a Utah limited liability company, and DCP Saratoga LLC, a Utah limited liability company, or their approved replacement developer, assigns and successors in interest, whether in whole or in part.

1.8 **“Development Activity”** as defined in U.C.A. § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.

1.9 **“Development Guidelines”** means collectively: (a) the City’s Standard Technical Specifications and Drawings; (b) requirements in the Community Plan and applicable Village Plan(s); and (c) the Land Development Code.

1.10 **“Equivalent Residential Unit”** means (a) a unit of measurement used to measure and evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and (b) is intended to represent the equivalent impact on public infrastructure of one single family residence.

1.11 **“Final Plat”** means a final subdivision plat of property, located within an approved Village Plan, which is approved by the City’s Land Use Authority and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **“Flex Residential Use Neighborhoods”** means all Neighborhoods identified on the Use Map as Flex Residential, as set forth in the Community Plan.

1.13 **“Hillside Development Standards”** means the standards set forth in the Community Plan.

1.14 **“Land Development Code”** means the City of Saratoga Springs Zoning and Subdivision Ordinances, Title 19, as amended.

1.15 **“Land Use Application”** means any application for development within the Project submitted to the City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **“Master Association”** means the association under the Master Declaration, its successors or assigns.

1.17 **“Master Declaration”** means a declaration of covenants, conditions and restrictions and reservation of easements for the Project, which will be created and recorded against the Property prior to recordation of the first Final Plat (as distinguished from various Phase or Neighborhood Declarations, which will be created and recorded with individual phases and subdivision plats throughout the Project).

1.18 **“Multi-Family Use Neighborhoods”** means all Neighborhoods identified on the Use Map as Multi-Family, in which multi-family uses are allowed.

1.19 **“Neighborhoods”** means all Neighborhoods identified within each Village on the Use Map.

1.20 **“Ordinances”** means the City of Saratoga Springs Municipal Ordinances, including the Land Development Code.

1.21 **“Open Space Master Plan”** means the master plan for Open Space within the Project set forth in the Community Plan.

1.22 **“Open Space Standards”** means the standards set forth in the Community Plan which shall supersede any conflicting Ordinance.

1.23 **“Planning Commission”** means the City of Saratoga Springs Planning Commission.

1.24 **“Planned Community District Approval”** means the City’s approval of the Use Map and zone change request for the Project on \_\_\_\_\_.

1.25 **“Project”** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and the City’s Ordinances as generally depicted on the Use Map.

1.26 **“Project Improvements”** as defined in U.C.A. § 11-36a-102(14) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience

of the occupants or users of development resulting from a Development Activity; and (iii) not typically identified or reimbursed as a System Improvement.

1.27 **“Proportionate Share”** as defined in U.C.A. § 11-36a-102(15) as amended means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **“Public Facilities”** means as defined in U.C.A. § 11-36a-102(16) as amended.

1.29 **“Use Map”** means the conceptual use map submitted to the Planning Commission and City Council as part of the Community Plan.

1.30 **“Sanitary Sewer Master Plan”** means the master plan to provide sanitary sewer within the Project set forth in the Community Plan.

1.31 **“Secondary Water Master Plan”** means the master plan to provide secondary water within the Project set forth in the Community Plan.

1.32 **“Single-Family Uses”** means all Neighborhoods identified on the Use Map as Single-Family, in which single-family uses are allowed.

1.33 **“Storm Drainage Master Plan”** means the master plan to provide storm drainage within the Project set forth in the Community Plan.

1.34 **“Street Cross Sections Master Plan”** means the master plan for street cross sections within the Project set forth in the Community Plan.

1.35 **“System Improvements”** as defined in U.C.A. § 11-36a-102(21) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under U.C.A. § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide services to service areas within the community at large.

1.36 **“Transportation Network Plan”** means the master plan for transportation within the Project set forth in the Community Plan.

1.37 **“Village”** means a separately developed portion of the Project for which a Village Plan and one (1) or more corresponding subdivision applications are filed with the City and thereafter approved by the City.

1.38 **“Village Plan”** means a development plan submitted for a Village as provided in the City’s Land Development Code.

## **SECTION II. PLANNED COMMUNITY DISTRICT ZONE**

2.1 **Designation as a Planned Community District.** In compliance with the requirements of Utah Code Ann. § 10-9a-501 *et seq.*, applicable provisions of the City’s Land

Development Code, and following a public hearing with the Planning Commission on July 28, 2016, and a public hearing with the City Council on \_\_\_\_\_, the City, pursuant to its legislative authority, approved the Planned Community District, the Community Plan, and the Use Map. The City hereby approves the findings contained in the staff report and Report of Action attached hereto as Exhibit C. The City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Use Map and Design Guidelines are consistent with the City's Land Development Code and General Plan. Developer acknowledges that development of the Project is subject to all normally-applicable City processes as set forth in Paragraph 2.2 and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration (and various Phase or Neighborhood Declarations, which will be created and recorded with each Village throughout the Project);

2.1.3 The City's Standard Technical Specifications and Drawings;

2.1.4 The Culinary Water Master Plan;

2.1.5 The Open Space Master Plan;

2.1.6 The Open Space Standards;

2.1.7 The Sanitary Sewer Master Plan;

2.1.8 The Secondary Water Master Plan;

2.1.9 The Street Cross Sections Master Plan;

2.1.10 The Transportation Network Plan;

2.1.11 The Hillside Development Standards; and

2.1.12 The Storm Drainage Master Plan.

**2.2 Applicable Laws and Regulations.** Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with the City's Ordinances, regulations, requirements, and procedures established by and for the City.

**2.2.1 Planned Community Approval.** Except as specified in Section 3.1.4, the Planned Community District and the Use Map shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by the City that prohibits or regulates the total number of Equivalent Residential Units, land uses, and site improvements shown on the Use Map.

**2.2.2 Local Roads.** The City acknowledges and agrees it has approved the cross section design of local roads in the Project as shown in the Community Plan. Except as

otherwise provided in the Community Plan and in this Agreement, such roads shall be constructed according to the City's Standard Technical Specifications and Drawings Manual.

**2.2.3 Land Use Applications.** Except as otherwise provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of the City's Land Development Code in effect when a complete application is submitted, or to the extent approved with each Village and/or subdivision plat submittal.

**2.2.4 Building Permits.** Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances and fees relating to the construction of any structure in effect when such person or entity files with the City a complete application for such building permit.

**2.3 Design Guidelines.** Developer shall establish Design Guidelines for each Village. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed the City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, the City, prior to issuing any building permit for property within the Project, may, but shall not be obligated to, request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

**2.4 Zoning.** The zoning for the Project is the Planned Community District and shall be shown on the City's zoning map. The following development standards shall apply to the Project:

**2.4.1 Development Area.** The entire area of the Project shall be contained within the land described on Exhibit "A". Notwithstanding this Paragraph 2.4.1, the Parties acknowledge that the owners of other land adjacent to or surrounded by the Property may request to be included in the Project at a later date if approved by Developer. Such requests shall be made pursuant to the City's then applicable Ordinances and considered in the City's usual course of such business. Any change in the maximum development area of the Project shall be accomplished only pursuant to the City's then-applicable Ordinances and an amendment to this Agreement as provided in Paragraph 6.28 herein.

**2.4.2 Equivalent Residential Units/Residential Density.** The total number of Equivalent Residential Units permitted within the Project shall not exceed two-thousand five hundred fifty-three (2,553) residential units, in addition to commercial uses. The average number of Equivalent Residential Units or residential units per acre for the entire Project in the aggregate shall not exceed the number in the Community Plan; provided, however, that such number may be higher with respect to any individual Village. As shown on the Use Map, the Equivalent Residential Units are dispersed throughout the Project at varying densities, which may be modified pursuant to the Density Transfer provision set forth in Paragraph 2.4.4 of this Agreement. The final design for each Village is not yet completed and the Parties acknowledge that the density designed within each Village will be determined upon review and approval of a Village Plan for each such Village. In the event the ERUs or residential units are not utilized

by Developer during the term of this Agreement due to Developer's own volition, inability to provide adequate infrastructure, lack of market demand, or any other reason other than breach of this Agreement by City, the remaining unused ERUs shall expire and the property shall revert to the R-3 or equivalent zoning.

**2.4.3 Phasing.** The City acknowledges that Developer intends to submit Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Villages as generally shown on the Use Map. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as reasonably determined by the City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress. Except as specifically provided in this Agreement or the Land Development Code, such extensions shall be at the sole expense of Developer.

**2.4.4 Equivalent Residential Unit Transfers.** Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability, in accordance with the guiding transfer provisions in the Community Plan.

**2.4.5 Development Applications.** Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by the City's Land Development Code, or any other City Ordinance, include a statement of (a) the total number of Equivalent Residential Units allowed in the Project under this Agreement; (b) the cumulative total number of Equivalent Residential Units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of Equivalent Residential Units and densities for which a permit is sought under the particular Village application; and (d) the balance of Equivalent Residential Units remaining allowable to the Project.

**2.5 Recordation of First Final Plat.** Developer shall record the approved Final Plat for the first Village in accordance with the City's Land Development Code.

### **SECTION III. GENERAL RIGHTS AND RESPONSIBILITIES**

#### **3.1 General Rights and Responsibilities of Developer.**

**3.1.1 Development Fees.** With respect to the development of the Project, Developer accepts and agrees to comply with the application, plan examination, building and similar fees (excluding impact fees, which are addressed separately by this Agreement) of the City in effect at the time a person or entity files with the City a complete application for a subdivision or a building permit, and the City agrees and represents that any such fee schedule will be applied uniformly within the City or any service area of the City, as applicable. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment

of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within the City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in this Agreement.

**3.1.2 Reliance.** The City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and the City's faithful performance of the City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that the City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of the City hereunder.

**3.1.3 Vested Rights Granted by Approval of the Planned Community District and Project.** To the fullest extent permissible under the law, Developer shall have the full benefit of any rights granted and vested under the Original Development Agreement except as modified herein, and this Agreement grants and vests in Developer all rights, consistent with the Planned Community District Approval, the Use Map, and the City's Land Development Code, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement and as set forth in the Community Plan are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement, the Planned Community District Approval and the Community Plan provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement as provided in Paragraph 5.2, below.

**3.1.4 Statement Regarding "Compelling, Countervailing Public Interests".** The City and Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah. The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Developer's rights under this Agreement or the Use Map would be justified by a "compelling, countervailing public interest." In accordance with Utah law, the City shall notify Developer if any such facts come to the City's attention after the execution of this Agreement, and shall take all required steps to maintain Developer's vested rights as set forth in this Agreement or the Use Map.

**3.1.5 Dedication of Infrastructure Improvements.** Unless otherwise specifically provided herein, Developer shall dedicate free and clear of liens, taxes (including rollback taxes), and encumbrances, subject to the cost sharing, reimbursement, and impact fee credit obligations of the City as set forth in Paragraphs 3.2.1 and 3.2.2, below, any System Improvements in the Project to the City when such improvements are accepted by the City.

**3.1.6 Developer's Employees and Agents.** Developer shall cause its employees and agents to act in accordance with the terms of this Agreement.

### 3.2 General Rights and Responsibilities of the City.

3.2.1 **Project and System Improvements — Cost Sharing.** Except as otherwise provided herein, Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. With respect to any System Improvements or Public Facilities that reduce the need for System Improvements, the City shall participate in the cost of constructing such improvements or facilities by (i) making an upfront payment to Developer; (ii) providing impact fee credits or refunds; or (iii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

#### 3.2.2 Impact Fee Credits; Reimbursement; and Pioneering Agreements.

(a) **General.** If, prior to the date an impact fee would be payable as provided under the City's Ordinances (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer constructs System Improvements or Public Facilities that reduce the need for System Improvements for which an impact fee is normally collected (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer's cost of constructing such System Improvements or Public Facilities that reduce the need for System Improvements shall be credited against the impact fees otherwise due. Developer shall also be given an impact fee credit for land dedicated to and accepted by the City for System Improvements or Public Facilities that reduce the need for System Improvements. In each instance, Developer shall submit to the City invoices, or other reasonably acceptable documentation, as determined by the City, demonstrating the reasonable and verified costs incurred for such System Improvements or, in the case of land, appraisals indicating the fair market value of the dedicated land. The amount of the credit shall be equal to the lesser of (i) the total amount of impact fees otherwise required, or (ii) the reasonable and verified costs of the System Improvements or Public Facilities that reduce the need for System Improvements paid by Developer and the fair market value of land at the time of dedication. As soon as practical after the recordation of each Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its impact fee facilities plans and corresponding impact fee studies in order to make such System Improvements (or Public Facilities that reduce the need for System Improvements) costs eligible for credit against assessed impact fees taking into account any impact fee credits due to the owners or developers of any property outside of the Project, including, without limitation, those impact fee credits and waivers set forth in this Section 3.2.2; provided, however that the City updating its impact fee credit facilities plans and corresponding impact fee studies shall not be a condition precedent to Developer's entitlement to receive impact fee credits for any System Improvements or Public Facilities that reduce the need of System Improvements constructed by Developer.

(b) **Culinary and Secondary Water.** ~~Subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds City to collect at least \$2,000 in impact fees towards purchase of the Lake~~

~~Mountain Mutual Water Company water system to which Developer will be connecting to,~~ Developer shall receive an impact fee credit for the following:

- (i) any System Improvements or Public Facilities constructed by Developer for culinary and secondary water that reduce the need for System Improvements; and
- (ii) any cost sharing agreed to by the City in connection with the Project relating to culinary or secondary water System Improvements or Public Facilities that reduce the need for System Improvements.

Notwithstanding the foregoing, any impact fee credit shall be (i) subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds the City to collect at least \$2,000 in impact fees towards purchase of the Lake Mountain Mutual Water Company water system in the event that Developer connects to such water system with respect to any Neighborhood; and (ii) subject to the application of that certain ordinance no. 14-6 adopted by the City on \_\_\_\_\_, regarding treatment of impact fees and credits relating to water obtained from a separately-supplied water source other than Lake Mountain Mutual Water Company with respect to any Neighborhood.

In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(c) **Sanitary Sewer.** In connection with any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for sanitary sewer, Developer shall receive an impact fee credit in the amount of the Upsizing Costs related to such System Improvements (and/or Public Facilities when such is applicable). In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(d) **Roads and Intersections.** Developer shall receive an impact fee credit for

any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.

(e) **Storm Water.** Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for storm water.

(f) **Open Space.** In consideration of Developer constructing the Community Park (as defined in Section 4.7.1) in accordance with the Open Space Standards, the Parties agree that Developer will not be subject to any impact fees in

connection with the construction of the Community Park or any other open space areas or improvements.

(g) **Existing Talus Ridge Credits.** In addition to the foregoing, Developer shall be entitled to receive and utilize any unused impact fee credits under that certain Talus Ridge Reimbursement Agreement and Release of All Claims, dated June 9, 2015, between Wasatch Land Company, a Utah corporation, and the City (“**Talus Ridge Agreement**”). The Parties acknowledge that the developer under the Talus Ridge Agreement is an affiliate of Developer and was unable to utilize all of the credits under the Talus Ridge Agreement. The City and Developer hereby agree that Developer is entitled to the benefit of such unused credits.

(h) **Application.** In applying the foregoing provisions, any impact fee which is payable shall be charged as provided under the City’s Ordinances and any impact fee credit shall be used to offset the amount of the impact fee due.

**3.2.3 Compliance with the City Requirements and Standards.** Except as otherwise provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer acknowledges it shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

**3.2.4 Request to Exercise Eminent Domain.** In the event of a written request by Developer, the City may, in its sole and absolute discretion, exercise its power of eminent domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse the City for all reasonable expenses incurred in taking the requested action, including reasonable attorney’s fees (or the reasonable value of what would have been charged for such legal services by a private law firm or private attorney, if the City Attorney provides such services to obtain the such property rights) and costs.

**3.2.5 Project a Part of the City.** The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.

## **SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES**

### **4.1 Culinary Water.**

#### **4.1.1 Developer’s Obligations.**

**4.1.1.1 Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet culinary water requirements must be approved for municipal

use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that any water rights obtained from the Central Utah Water Project (“CWP Water”) is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City’s system. Upon delivery to City’s system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.1.1.2 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite culinary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Culinary Water Master Plan. The facilities required to provide culinary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. All facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The Parties agree that the water impact fee credits for culinary water for an Equivalent Residential Unit shall be ~~based upon~~ provided in accordance with the Utah Impact ~~Fees~~ Fee Act taking into account water system elements identified in City’s Impact Fee Facility Plan and Analysis (source, storage, distribution, fire suppression, water rights and planning), or portions thereof, as provided by Developer.

4.1.1.3 **Easements.** As part of the preparation of a water storage and delivery system for the culinary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites and connections onto existing City water lines and the like.

4.1.2 **The City’s Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of the City.

## 4.2 **Secondary Water.**

### 4.2.1 **Developer’s Obligations.**

4.2.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall

evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that all CWP Water is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.2.1.2 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite secondary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Secondary Water Master Plan. The facilities required to provide secondary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be subject to any impact fees in connection with the secondary water System Improvements constructed or provided by Developer. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that culinary water System Improvements can provide secondary water for at least the number of Equivalent Residential Units within Village 1 and that development within Village 1 or a combination of Villages, will be allowed up to the number of Equivalent Residential Units within Village 1. All facilities necessary to provide a secondary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City in accordance with the City's Standard Technical Specifications and Drawings. The Parties agree that the water impact fee credits for secondary water for an Equivalent Residential Unit shall be ~~based upon the requirements of~~ provided in accordance with the with the Utah Impact Fees Fee Act taking into account water system elements identified in City's Impact Fee Facility Plan and Analysis (source, storage, distribution, water rights and planning), or portions thereof, as provided by Developer.

4.2.1.3 **Easements.** As part of the preparation of a water storage and delivery system for the secondary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites, connections onto existing City water lines and the like.

4.2.2 **The City's Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with secondary water service at a level generally provided to other areas of the City.

#### 4.3 **Sanitary Sewer Service and Facilities.**

##### 4.3.1 **Developer's Obligations.**

4.3.1.1 **Sanitary Sewer System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build sewer and waste water

collection systems of sufficient size to serve the Project, in accordance with the Sanitary Sewer Master Plan. The system required to provide sewer and waste water collection services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the sewer and waste water collection System Improvements constructed or provided by Developer, other than any impact fee relating to treatment of waste water. The sewer and waste water collection systems installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

4.3.1.2 **Easements.** As part of the preparation of the sanitary sewer system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into and connect into existing City sewer lines and the like.

4.3.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

#### 4.4 **Storm Water.**

4.4.1 **Developer's Obligations.** The Project is located within the service boundaries of the City. Developer shall design, fund, and construct storm water collection systems to service the Project in compliance with the Storm Drainage Master Plan. The system required to provide storm drainage services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the storm drainage System Improvements constructed or provided by Developer, except impact fees related to downstream improvements previously installed to which storm drainage System Improvements provided by Developer are connected.

4.4.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the storm water collection systems.

4.4.2.1 **Dedication.** The City shall accept the dedication of and thereafter maintain all storm water collection and conveyance facilities or improvements in the Project, including but not limited to all within public roadways, so long as such roads are constructed in accordance with Paragraph 4.4.1 and are dedicated free and clear of liens and encumbrances.

#### 4.5 **Transportation, Traffic Mitigation, and Landscaping.**

4.5.1 **Developer's Obligations.** Developer agrees to provide the following transportation and traffic mitigation measures:

4.5.1.1 **Roads and Intersection Improvements.** The Village Plan for each Village shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to the City. Said improvements shall include all interior public roads. Road and intersection improvements may be located differently than shown on the Use Map and Transportation Network Plan so long as any such road connects to an existing or planned road which intersects with or abuts the exterior boundary of the Project shown on the Use Map. Road and intersection improvements shall be constructed according to the City's Standard Technical Specifications and Drawings, except as otherwise set forth in this Agreement and in the Community Plan, in phases according to a schedule determined by Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Village. Road cross sections shall be reviewed on a case by case basis, but shall generally only be required to be improved to half-width—as defined in the City's Standard Technical Specifications and Drawings—when the opposite side of the road in question remains undeveloped. Subject to reimbursement by the City of its Proportionate Share of System Improvements, Developer shall dedicate such improvements to the City free and clear of liens and encumbrances upon completion and acceptance by the City.

4.5.1.2 **Certain Roads Retained.** Interior, local roads providing internal access to Multi-Family Uses shall not be dedicated to the City but shall be retained and maintained by Developer.

4.5.1.3 **Landscaping.** Upon the City's approval of each Village, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Community Plan and Village Plan for such Village and consistent with City landscaping standards. The timing and/or sequencing of the installation of such landscaping improvements shall be as set forth in the Village Plan, so long as all landscaping in a Village is completed in conjunction with such phase.

#### 4.5.2 **The City's Obligations.**

4.5.2.1 **Road Design.** The City accepts the local and private road design, as contained and provided in the Community Plan, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project regardless of any future hillside development ordinance that may be adopted by the City, with the exception that certain road designs have been modified from the Development Guidelines and said modifications are as shown in the Community Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Standard Technical Specifications and Drawings. All roads in the Project shall conform to the City's Standard Technical Specifications and Drawings except as otherwise specified in the Community Plan.

4.5.2.2 **Dedication.** Except as set forth in Paragraph 4.5.1.2, the City shall accept the dedication of and thereafter maintain all arterial, parkway, collector and public local roads in the Project so long as such roads are constructed in accordance with Paragraph 4.5.2.1 and are dedicated free and clear of liens and encumbrances, and meet the requirements

for public streets identified in the Community Plan and the City's Standard Technical Specifications and Drawings.

#### 4.6 Police and Fire Protection.

4.6.1 The City shall provide to all residential and nonresidential areas in the Project, police and fire services.

4.6.2 Developer shall install fire hydrants within the Project in conformance with the City's Standard Technical Specifications and Drawings.

#### 4.7 Park, Trail and Open Space Areas.

4.7.1 **Developer's Obligations.** As required in section 19.26.06 of the Saratoga City Code, 30% of the Project will be comprised of open space. As shown in the Community Plan the open space will consist of major walking/ biking trails, public and private parks, private open space, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park and related trail systems as shown in the Community Plan (collectively, the "**Community Park**"). All open space improvements, including, without limitation, the Community Park, shall be constructed by Developer in accordance with the City's Standard Technical Specifications and Drawings and Title 19 of the City Code. In accordance with Sections 4.1 and 4.2 of this Agreement, Developer shall be responsible for the dedication or purchase of culinary and secondary water and the installation of water facilities necessary to service the open space, parks, and trails required to be improved by Developer. Upon completion, the Community Park will be dedicated to and maintained by the City. The Master HOA will maintain the park strips bordering Mt. Saratoga Boulevard and Talus Ridge Boulevard.

#### 4.7.2 The City's Obligations.

4.7.2.1 **Dedication.** The City shall accept the dedication of open space areas identified in the Community Plan as being dedicated to the City, so long as such open space areas are in compliance with Paragraph 4.7.1 and are dedicated free and clear of liens, taxes (including any rollback taxes), and encumbrances.

4.7.2.2 **Maintenance by the City.** Upon dedication and acceptance by the City of any open space area intended to be dedicated to the City, the City shall maintain each such area and any improvements thereon at a level of service consistent with City's policies and practices for maintenance of parks, trails, and open space.

4.8 **Maintenance of Certain Areas by Owners Association.** Developer shall create a homeowners associations for the Project, which shall have the responsibility to maintain those open space areas identified in the Community Plan as not being dedicated to the City. In the event such areas are not maintained in a manner consistent with the approved plan, the City may at its option cause such maintenance to be performed and assess the cost to the affected property owners' association, master association, or other governing body.

## SECTION V. GENERAL PROVISIONS

5.1 **Binding Effect.** The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest.

5.2 **Change in Developer.** Developer acknowledges that its qualifications and identity are of particular concern to the City, and that it is because of such qualifications and identity that the City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that during the term of this Agreement, Developer shall not convey, assign, or dispose of (“**Transfer**”) the Project or any portion thereof to another developer except as provided in this Paragraph 5.2. In the event of a Transfer of the Project, or any portion thereof, Developer and the transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer an agreement satisfactory to the City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by the City. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, the Parties acknowledge and agree that each entity constituting Developer shall, acting alone, be entitled (a) to enforce all the rights and to perform all the obligations of Developer hereunder and (b) to enforce such rights and perform such obligations with respect to any Village through a subsidiary entity so long as such entity is wholly owned, directly or indirectly, by either or both of the entities constituting Developer.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the City and Developer.

5.4 **Consent.** In the event this Agreement provides for consent from the City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

### 5.5 **Process for Modifying the Community Plan.**

5.5.1 **Intent.** The City acknowledges that the Community Plan and Use Map are a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Use Map. The Parties agree that that Developer may amend the Community Plan and Use Map as set forth in 19.26

5.5.2 **Minor Amendments.** The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director. Minor

amendments include (i) any amendment deemed a minor amendment under Chapter 19.26 of the Land Development Code, and (ii) simple modifications to text or exhibits such as:

5.5.2.1 minor changes in the conceptual location of streets, public improvements, or infrastructure;

5.5.2.2 minor changes in the configuration or size of parcels;

5.5.2.3 transfers of density as described within the Community Plan;

5.5.2.4 minor modification of land use boundaries; and

5.5.2.5 interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

In the event of a conflict between this Section 5.5.2 and Chapter 19.26 of the Land Development Code, the least restrictive provision shall apply.

**5.5.3 Major Amendments.** If an amendment is deemed major by the Planning Director in accordance with Chapter 19.26 of the Land Development Code, it will be processed as outlined in the Land Development Code. A minor modification in Section 5.5.2 shall not qualify as a major amendment.

**5.6 No Obligation to Undertake Development.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Use Map and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Use Map.

## SECTION VI. MISCELLANEOUS

**6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

**6.2 Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

**6.3 Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

**6.4 Construction.** This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.



If to the City: Jones Waldo  
170 South Main, Suite 1500  
Salt Lake City, Utah 84101  
Attn: Keven Rowe

With a copy to: City of Saratoga Springs  
Attn: City Manager  
1307 N. Commerce Drive  
Saratoga Springs, Utah 84045

City of Saratoga Springs  
Attn: City Attorney  
1307 N. Commerce Drive  
Saratoga Springs, Utah 84045

6.10 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.11 **Counterparts; Exhibits; Entire Agreement.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original. This Agreement, together with all the exhibits identified below, constitute the entire understanding and agreement of the Parties to this Agreement.

- Exhibit A Planning Commission report, minutes, report of action
- Exhibit B City Council report, minutes, report of action
- Exhibit C Report of Action and staff reports
- Exhibit D Design Guidelines
- Exhibit E Community Plan

6.12 **Duration.** This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. So long as Developer is using commercially reasonable efforts to complete the development of the Project and is not in breach of any material term herein that has not been cured within a reasonable time after receipt of written notice of such breach by City, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.13 **No Further Exactions.** Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.14 **Good-Standing; Authority.** The Parties warrant and represent as follows:

6.14.1 **Developer.** Developer hereby represents and warrants to the City: (a) Developer is a registered business entity in good standing with the State of Utah; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.14.2 **The City.** The City hereby represents and warrants to Developer that: (a) the City is a Utah municipal corporation; (b) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq.*), and the City's Land Development Codes to enter into and be bound by this Agreement; (c) the individual executing this Agreement on behalf of the City is duly authorized and empowered to bind the City; and (d) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

6.15 **Failure to Execute.** The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Use Map shall be modified to remove that parcel and the applicable density and infrastructure.

6.16 **Concurrency.** The City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, the City shall not be obligated to approve a Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.17 **Indemnification.** Developer and the City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer or the City, as the case may be, or their respective officers, agents, employees or consultants.

6.18 **Default.** Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default ("**Default**") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify

the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

**6.18.1 Termination.** If the City elects to consider terminating this Agreement due to an uncured Default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

**6.18.2 No Monetary Damages Relief or Personal Liability Against the City.** The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer or personal liability for any of its officers, officials, or employees for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In addition, no personal liability may attach to or be asserted against any City officer, official, or employee.

**6.19 Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

**6.20 Enforcement.** The Parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

**6.21 Severability; Invalidity.** If the City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary,

severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.22 **Force Majeure.** Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify the City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.23 **Nondiscrimination.** Neither the City nor Developer nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.24 **No Waiver of Governmental Immunity.** Nothing in this Agreement is intended to, or shall be deemed, a waiver of the City's governmental immunity.

6.25 **Institution of Legal Action.** In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.26 **Names and Plans.** Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.27 **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by the City, acting by and through its City Council by duly authorized persons.

**CITY:**

Attest:

City of Saratoga Springs,  
a Utah Municipality

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

By: \_\_\_\_\_  
Jim Miller, Mayor

**DEVELOPER:**

LEADING EDGE DEVELOPMENT, LLC,  
a Utah limited liability company

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

DCP SARATOGA LLC, a Utah limited  
liability company

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





**EXHIBIT A**  
**Planning Commission report, minutes, report of action**

**EXHIBIT B**

|

**City Council report, minutes, report of action**

|

|

**EXHIBIT C**  
**Report of Action and staff reports**

|

EXHIBIT C

**EXHIBIT D**  
**Design Guidelines**

**EXHIBIT E**  
**Community Plan**

**On file with the City Recorder's Office**

<b>Summary report:</b> <b>Litéra® Change-Pro TDC 7.5.0.185 Document comparison done on</b> <b>9/1/2016 12:54:18 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://JWDOCS.JONESWALDO.COM/slc/1244515/1	
<b>Modified DMS:</b> iw://JWDOCS.JONESWALDO.COM/slc/1210138/17	
<b>Changes:</b>	
Add	30
Delete	27
Move From	2
Move To	2
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>61</b>

**ORDINANCE NO. 16-15 (9-6-16)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP AND LAND USE MAP OF THE GENERAL PLAN FOR CERTAIN REAL PROPERTY TOTALING APPROXIMATELY 688 ACRES LOCATED AT 1200-1900 WEST, BETWEEN PONY EXPRESS PARKWAY AND SR 73; INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP AND LAND USE MAP OF THE GENERAL PLAN; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, on July 2, 2016, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendments to the City's Land Use Map contained in the General Plan as well as the City-wide zoning map and forwarded a positive recommendation with conditions; and

**WHEREAS**, on August 16, 2016, the City Council held a public hearing after proper notice and publication to consider the proposed amendments; and

**WHEREAS**, the City Council voted to approve the application during a regular public meeting on August 16, 2016; and

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

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

**SECTION I – ENACTMENT**

The property described in Exhibit A is hereby changed from Low Density Residential (R-3) to Planned Community (PC) in the City's Zoning Map and Land Use Map of the General Plan. City Staff is hereby instructed to amend the official City Zoning Map and Land Use Map of the General Plan accordingly.

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of September, 2016.

Signed: \_\_\_\_\_

Jim Miller, Mayor

Attest: \_\_\_\_\_

Cindy LoPiccolo, City Recorder

**VOTE**

Shellie Baertsch	_____
Michael McOmber	_____
Bud Poduska	_____
Chris Porter	_____
Stephen Willden	_____

**EXHIBIT A**

**ORDINANCE NO. 16-16 (9-6-16)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING THE MASTER DEVELOPMENT AGREEMENT FOR THE MT. SARATOGA MASTER PLANNED COMMUNITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on January 28, 2004, the City of Saratoga Springs (“City”) entered into a development agreement, recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County (“original development agreement”), pertaining to the Mt. Saratoga Springs project consisting of the development of single family and multifamily units in the City of Saratoga Springs, Utah;

**WHEREAS**, Leading Edge Development, LLC and DCP Saratoga LLC (collectively “Developers”) are the successors-in-interest to the Mt. Saratoga Springs Project and original development agreement and have filed a complete application for a rezone and general plan amendment, approved concurrently herewith, to change the Property from the current zone and general plan designation to Planned Community and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City’s Land Development Code;

**WHEREAS**, Developers’ property consists of approximately 688 acres of property in unincorporated Utah County adjacent or near to the City’s northwest boundary west of the Harvest Hills development in Saratoga Springs, Utah (the “Property”);

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

**WHEREAS**, the City and Developer desire to enter into an Amended and Restated Master Development Agreement for Mt. Saratoga Project (“Agreement”), attached as Exhibit A, to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property;

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

**WHEREAS**, on July 2, 2016, after a duly noticed public hearing, the City’s Planning Commission forwarded a positive recommendation of the Agreement to the City Council for its consideration;

**WHEREAS**, on August 16, 2016, the Saratoga Springs City Council held a public hearing to receive public comment with respect to the Agreement; and

**WHEREAS**, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its legislative discretion, has determined that entering into the Agreement furthers the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

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

### **SECTION I – ENACTMENT**

The Master Development Agreement for the Mt. Saratoga Master Planned Community, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and enacted.

### **SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

### **SECTION III – EFFECTIVE DATE**

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

### **SECTION IV – SEVERABILITY**

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

### **SECTION V – PUBLIC NOTICE**

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

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
  - i. publish a short summary of this ordinance for at least one publication in a

- newspaper of general circulation in the City; or
- ii. post a complete copy of this ordinance in 3 public places within the City.

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of September, 2016.

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

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

**VOTE**

Shellie Baertsch	_____
Bud Poduska	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____

**EXHIBIT A**

**Amended and Restated Master Development Agreement for Mt. Saratoga Project**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between the **City of Saratoga Springs**, Utah, a Utah municipal corporation (“**City**”) on the one hand, and **JD V, LLC**, a Utah limited liability company; **JD VI, LLC**, a Utah limited liability company; **TM Crushing, LLC**, a Utah limited liability company; and **Hadco Construction, LLC**, a Utah limited liability company, on the other hand (collectively “**Developer**”).

### RECITALS:

A. Developer is the owner and developer of approximately 40 acres of land located in Saratoga Springs, Utah (“**Property**”), and is more particularly described in **Exhibit 1** to this Agreement.

B. The Property is part of a larger parcel that, according to Developer, for more than 50 years, has been operated as a gravel pit and clay pit.

C. On or about April 21, 2015, the Property theretofore located in Utah County was annexed into the City and rezoned agricultural. Prior to the annexation and rezone, the Property was zoned by Utah County for mining and grazing that included mining of earth products and industrial operations.

D. A dispute thereafter arose between Developer and the City concerning the annexation and zoning of the Property, which resulted in the filing of litigation before the Fourth Judicial District Court of Utah County, State of Utah, styled: *JD V, LLC, a Utah limited liability company; JD VI, LLC, a Utah limited liability company; TM Crushing, LLC, a Utah limited liability company, and Hadco Construction, LLC, a Utah limited liability company, Plaintiffs, vs. Saratoga Springs City, a Utah municipal corporation, Defendant, Civil No. 150400729* (“**Zoning Litigation**”).

E. By the Zoning Litigation, the Developer sought an order of the court (i) vacating the annexation and rezoning of the Property; (ii) declaring that the City was estopped to rezone the Property agricultural; and (iii) declaring that the City’s actions allegedly resulted in a taking of the Property and awarding Developer just compensation.

F. Large Mine Permit #M0490029, issued by the Utah Division of Oil, Gas & Mining, covers the Property. Developer asserts that before and since the issuance of this mine permit, clay mineral deposits have been and continue to be mined within the Property.

G. The Property is currently zoned agricultural.

H. Developer plans to develop a project consisting of completing mining activities and operations on the Property and, once mining is completed on the Property, developing industrial and commercial improvements and uses within the Property (“**Project**”). Currently, the Project does not meet the agriculture zone and only nonconforming, vested and grandfathered

uses would be allowed to continue. Therefore, in order to develop the Project, Developer wishes to place the Property in the industrial zone, as provided in Title 19 of the City Code, as amended (“**Zoning Request**”) and wishes to be bound voluntarily by this Agreement in order to be able to develop the Project.

I. To resolve the Zoning Litigation and assist the City in its review of the Zoning Request and to ensure development of the Property, Developer and City desire to enter voluntarily into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property.

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

K. After holding a duly noticed public hearing, City’s Planning Commission recommended approval of Developer’s Zoning Request and this Agreement and forwarded a positive recommendation to the City Council for approval of the Zoning Request and this Agreement.

L. After holding a duly noticed public hearing, the Saratoga Springs City Council (“**City Council**”), approved Developer’s Zoning Request and this Agreement.

M. To allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to the applicable ordinances, regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein.

N. Pursuant to its legislative authority under Utah Code § 10-9a-101, *et seq.*, and after all required public notice and hearings, in exercising its authority, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City Code (collectively, “**Public Purposes**”). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development of the Property and Project thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

**AGREEMENT:**

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

1. Effective Date. This Agreement is effective upon approval by the City Council (“**Effective Date**”). Upon the Effective Date, this Agreement shall be recorded against the Property in the Utah County Recorder’s Office, with the Developer to pay all recording fees.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as **Exhibit 1**. In the event of a conflict between the legal description and the property ownership map, the legal description controls. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Vested Rights and City Regulations. Subject to the terms of this Agreement, the future development of the Property (including, but not limited to, the Project) shall be subject to the provisions of the industrial zone as they exist in the version of Title 19 of the Land Development Code of the City in effect on the Effective date and in accordance with this Agreement with respect to zoning; density; and permitted and conditional uses including the matters set forth in **Exhibit 2** to the Agreement (hereinafter “**Vested Rights**”). Except for requirements that conflict with or restrict the Vested Rights, Developer shall be required to follow requirements of the industrial zone in the City Land Development Code in effect on the date that a completed preliminary plat or site plan application is filed with the City and all application fees are paid (hereinafter “**City regulations**”). City regulations may include any amendment by the City that is beneficial to Developer, the Vested Rights, or the development and use of the Property and the Project.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer has Vested Rights specified in Section 3 hereof. Developer’s vested Rights are expressly conditioned upon substantial compliance with this Agreement.

5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer’s rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988). Any such proposed change affecting Developer’s rights shall be of general applicability to all development activity in City. Developer shall be entitled to prior written notice and a hearing on any such proposed change and its applicability to the Project.

6. Installation of Improvements Prior to Building Permits. Building permits will not be issued until all applicable fees have been paid and all improvements required in this Agreement and City regulations are (a) installed in accordance with City regulations, (b)

accepted by the City in writing, and (c) guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one year as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form mutually acceptable to the City and the Developer. The City may allow issuance of building permits prior to installation of all improvements in accordance with City regulations.

7. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property pursuant to the Project according to City regulations. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate promptly the water rights proposed for conveyance and may refuse to accept any right that the City reasonably determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with City regulations. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement.

c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with City regulations and this Agreement. City shall provide service to Developer's property and maintain the improvements upon dedication to the City and acceptance in writing by the City at the end of the performance bond period (as specified in City regulations), so long as the improvements meet the requirements of City regulations and any applicable special service district.

9. Landscaping. Developer shall install landscaping improvements required by City regulations. Developer or a property association shall maintain the landscaping improvements in perpetuity.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("**SID**") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with the City regulations and this Agreement. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

12. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

13. Sewer Fees. Timpanogos Special Service District ("**TSSD**") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.

14. Other Fees. The City may charge, on the same basis charged other owners of property within the City's municipal boundaries, other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit

review fees, connection fees, impact fees, taxes, service charges and fees, and assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement. Developer reserves its rights to challenge impact fees pursuant to the Utah Impact Fees Act, Utah Code Ann. §§ 11-36a-101 *et seq.* or any other fees imposed by the City or any other service provider.

15. Plat, Site Plan, or Development Plan Approval. Developer shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (referred to in this Section as “**Plans**”) for the portion of the Property being developed.

a. In particular, the Plans shall meet the following requirements:

- i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets the City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
- ii. comply with City regulations applicable to drainage, utilities, and traffic;
- iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and

b. Developer shall:

- i. comply with this Agreement and the Zoning Request;
- ii. comply with City regulations;
- iii. provide other information as City may reasonably request; and
- iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if the Plans meet the standards and requirements enumerated herein and substantially conform to City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the

Plans have been approved by City in accordance with the terms and conditions of this Agreement and City regulations; provided, however, that nothing herein stated shall prevent, or be deemed to limit or modify, any use of the Property by Developer which has hitherto been in practice, including (but not limited to) mining activities thereon.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement, Developer may proceed by constructing the Project all at one time or in phases as allowed in City regulations.

f. Wildland-Urban Interface Code. To the extent applicable to the Property and the Project and in accordance with City regulations, prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the version of the Wildland-Urban Interface Code in effect on the Effective Date.

16. Time of Approval. Any approval required by this Agreement may not be unreasonably withheld, conditioned or delayed and shall be made in accordance with the Agreement and City regulations.

17. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred (“**Transfer**”) to a third party (“**Transferee**”), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 17.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat is not a Transfer as set forth above so long as the Developer’s obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer is released forever from any further obligations under this Agreement pertaining to such lot or dwelling unit.

18. Default.

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

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

b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 18.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, economic or market conditions, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

19. Rights of Access. After providing written notice to Developer not less than 48 hours prior to each investigation event, the City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required by City regulations.

20. Duration. This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. Taking into account economic market conditions, so long as Developer is using commercially reasonable efforts to complete the mining of the Property and thereafter the development of the Project and is not in breach of any material term herein, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. The Parties may mutually agree in writing to extend the duration of this Agreement beyond the foregoing terms. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute a recordable instrument in form acceptable to both Parties confirming that this Agreement has been fully performed or terminated.

21. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements of this Agreement and City regulations.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Descriptions

Exhibit 2 2016 Code

24. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce City regulations and the terms of this Agreement by seeking an injunction to compel compliance or any other remedy at law or equity.

h. No Waiver. Failure of a party hereto to exercise any right hereunder is not a waiver of any such right and does not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.



l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed in counterparts and delivered by email, then an original shall be provided to the other party within seven days.

n. Limitation on Damages. Any breach of this Agreement shall not give rise to monetary damages but shall be enforceable only by resort to an action for specific performance and injunctive relief. The Parties agree that any breach of this Agreement will result in irreparable harm and cannot be adequately compensated by monetary damages and on this basis, hereby consent to entry of preliminary and permanent injunctive relief to resolve any breach.

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has substantially failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 18 hereof. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or

individual other than to Developer. As of the Effective Date, Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

s. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon all parties and their respective successors, successors-in-title, heirs and assigns; and (iii) touch, concern and run with the Property.

t. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the Effective Date.

**CITY:**

ATTEST:

CITY OF SARATOGA SPRINGS, a political  
subdivision of the State of Utah

By: \_\_\_\_\_  
City Recorder

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

**DEVELOPER:**

JD V, LLC, a Utah limited liability company

JD VI, LLC, a Utah limited liability company

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

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

Hadco Construction, LLC, a Utah limited  
liability company

TM Crushing, LLC, a Utah limited liability  
company

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

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



STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **JD VI, LLC**, a Utah limited liability company, on behalf of the company.

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

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **TM Crushing, LLC**, a Utah limited liability company, on behalf of the company.

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

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of **Hadco Construction, LLC**, a Utah limited liability company, on behalf of the company.

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

## **Exhibit Summary**

Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Description

Exhibit 2 2016 Code

**Exhibit 1**  
**to Development Agreement**  
**(Property Ownership Map, Vicinity Map, and Legal Description)**

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 1 (6 2/3 acre parcel a portion of said boundary being described as):

Beginning at a point which is North 89°46'48" East 566.11 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07'32" West 1345.39 feet to the sixteenth Section line; thence South 89°41'34" East 216.01 feet; thence South 00°07'32" East 1343.41 feet the Section line; thence South 89°46'48" West 216.01 feet to the point of beginning.

Tax Parcel No. 58-022-0114

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 2 (16 2/3 acre parcel a portion of said boundary being described as: ("The Exchange Parcel")):

Beginning at a point which is North 89°46'48" East 782.12 feet from the South Quarter corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°07'32" West 1343.41 feet to the sixteenth Section line; thence South 89°41'34" East 541.43 feet; thence South 00°07'32" East 1338.42 feet to a found monument at the sixteenth corner; thence South 89°46'48" West 541.42 feet to the point of beginning.

Tax Parcel No. 58-022-0115

**Property Legal Description:**

The land referred to herein is located in Utah County, State of Utah and described as follows:

Parcel 3 (Remainder parcel a portion of said boundary being described as: (“The Deed of Trust Parcel”)):

Beginning at the Southwest corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North  $0^{\circ}32'58''$  East 1364.90 feet; thence South  $89^{\circ}36'23''$  East 2634.37 feet to a found monument at the sixteenth corner; thence South  $89^{\circ}41'34''$  East 576.41 feet; thence South  $0^{\circ}07'32''$  East 1345.39 feet; South  $89^{\circ}46'48''$  West 566.11 feet to a found brass cap monument at the South Quarter corner; thence North  $89^{\circ}54'57''$  West 2660.60 feet to the point of beginning.

Tax Parcel No. 58-022-0121

**Exhibit 2**  
**to Development Agreement**  
**(2016 Code)**

**19.04.24. Industrial (I).**

1. **Purpose.** The purpose of the Industrial Land Use Zone is to allow for large lot industrial and manufacturing development in appropriate locations. Development under these regulations should provide for certain types of offices, commercial and industrial operations in a business park setting characterized by large buffer strips, open space and landscaping requirements, and quality site development standards.
2. **Permitted Uses.** The uses identified in 19.04.07.3 as Permitted Uses in the Industrial Zone.
3. **Conditional Uses.** The Industrial Zone allows the Conditional Uses identified in 19.04.07.3.
4. **Child Care Center Services.**
  - a As an ancillary component of the above listed Permitted and Conditional Uses, employers in this zone may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.
  - b Due to the inherent dangers of some Industrial uses and environments, the City Council reserves the right to preclude or restrict the ancillary provision of Child Care services within a building.
5. **Minimum Development Size and Lot Size.**
  - a The minimum size requirement for developments in this zone is ten acres. Lots within a ten acre development may be created based upon an approved Master Development Agreement as described herein; however, in no case shall any parcel in this zone be smaller than 20,000 square feet.
  - b All developments in this zone are required to submit a Master Development Plan as part of the Master Development Agreement that includes maps and descriptions of how the entire ten acres is anticipated to be developed. See Chapters 19.13 and 19.14 for details regarding how to process developments under these regulations.
  - c All uses, lots or parcels in this zone shall be of sufficient size to assure compliance with the City's parking, landscaping, utilities, Site Plan, and other land development regulations that may govern all or a portion of each project.
6. **Setbacks and Yard Requirements.**
  - a The yard requirements in this Subsection are intended to describe the amount of space required between buildings and property lines.
  - b All buildings in this zone are required to maintain minimum setbacks as follows:

- i Front: Not less than fifty feet.
- ii Sides: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process.
- iii Rear: Fifty feet where adjacent to a residential zone. There is no specified minimum setback required where the side property line abuts a commercial, industrial or agricultural zone. Such setbacks will be determined during the Site Plan review process. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of fifty feet.
- iv Exceptions: The City Council may reduce no more than one setback requirement by up to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. The City Council may consider the quality of the proposed building materials, landscaping improvements, or other buffers to determine if an aesthetically pleasing public view of the site will be created.
- v Other general requirements: In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

7. **Maximum Height of Structures.** No structure in this zone shall be taller than fifty feet.

8. **Lot Coverage.** Buildings shall not cover more than fifty percent of the total lot area.

9. **Development Standards.** The following development standards shall apply to this zone:

- a **Architectural Review.** The Development Review Committee shall review the Site Plan and building elevations. The Development Review Committee shall offer recommendations for architectural design of buildings and structures to assure compatibility with adjacent development and the vision of the Land Use Element of the General Plan and with the City's policies and regulations concerning architecture and design.
- b **Landscaping Buffers.** Required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than fifteen feet as approved through the Site Plan review process. There shall be a minimum of ten feet of landscaping between parking areas and side or rear property lines adjacent to agricultural and residential land uses. See Chapter 19.09, Off-street Parking Requirements.
- c **Landscaping Required.** All landscaping shall be completed in accordance with the approved Site Plan and shall be installed prior to the issuance of a Certificate of

Occupancy for the building. The Building Official may approve exceptions as seasonal conditions warrant. Any proposed change to the approved landscaping plan will require an amended Site Plan approval. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved Site Plan and in compliance with the requirements of Chapter 19.06, Landscaping.

**10. Uses Within Buildings.**

- a All uses in the Industrial Zone shall be conducted entirely within a fully enclosed building except those uses deemed by the City Council to be customarily and appropriately conducted outside. Such uses include, automobile refueling stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.
- b Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the City Council deems such storage to be customarily and appropriately conducted outside.

**11. Trash Storage.** All trash or garbage storage (other than individual garbage cans) shall comply with Section 19.14.04(4), which section is incorporated herein by this reference.

**12. Buffering/Screening Requirements.**

- a A wall, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an agricultural or residential use. Such a wall, fence, or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the City Council as part of a Site Plan review. Such wall, fence, or landscaping shall be maintained in good condition with no advertising thereon.
- b All developments shall have a minimum number of both deciduous and evergreen trees and shall further comply with the requirements of Chapter 19.06, Landscaping.

**13. Landscaping Requirements**

- a A minimum of twenty percent of the gross area of land to be developed in the Industrial zone shall be devoted to use as parks, recreation areas, open space, planting or other public purposes other than rights-of-way, utility easements, and parking areas.
- b Public and private trails and any natural or man-made floodways, lakes, or storm water retention areas may be used to satisfy the requirement in Subsection a.

(Ord. 16-01; Ord. 14-13)

[Exhibit 2 to Development Agreement continues onto next page]

### 3. Permitted and Conditional Uses by Zone-Commercial:

The following table lists the Permitted and Conditional uses for the Nonresidential Zones in the City of Saratoga Springs. Empty boxes mean that the use is prohibited in that zone. Uses not listed are also prohibited.

**P= Permitted C= Conditional**

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Alcoholic Beverage, Package Agency					C				
Alcoholic Beverage, State Liquor Store					C				
Animal Hospital, Large/Large Veterinary Office	C	C	P	P					
Animal Hospital, Small/Small Veterinary Office	C	C	P	P					
Arts & Crafts Sales	C	P	P			P			
Automobile Refueling Station		C	C	C	C				
Automobile Rental & Leasing Agency			C	C	P		C <sup>A</sup>		
Automobile Repair, Major				C	C				
Automobile Repair, Minor			C	C	C		C <sup>E</sup>		
Automobile Sales			C		C				
Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service			C	C	P				
Bakery, Commercial				C	C				
Bakery, Retail	P	P	P			P	C		
Bed and Breakfast		C				C			
Bookstore	P	P	P			P	P <sup>A</sup> C <sup>E</sup>		
Building Material Sales (with outdoor storage)			C	C	P				
Building Material Sales (without outdoor storage)			C	C	C				
Bus Lot									P
Car Wash (full service)			C				C <sup>A</sup>		
Car Wash (self service)			C	C	C				
	NC	MU	RC*	OW	I	MW	BP	IC	PSBL

Child Care Center	C	C	C			C <sup>A</sup>	C <sup>A</sup>		
Churches	C	C				C		P	
Commercial & industrial laundries				C	P				
Commercial Recreation		C	C	C	C	P			
Commuter/Light Rail Station			P	P	P		C	C	
Contract construction services establishments				C	P				
Contract Services Office				P	P				
Convenience Store		C	P	C			C <sup>E</sup>		
Convenience Store/Fast Food Combination			C				C <sup>E</sup>		
Copy Center	C	P	P	C			C <sup>A</sup>		
Crematory/Embalming Facility				C	C				
Dry Cleaners	C	P	P				C <sup>E/A</sup>		
Dwelling, Above commercial		P	C			P			
Dwelling, Multi-Family		P				P			
Dwelling, Single-Family		P				P			
Dwelling, Three-Family		P				P			
Dwelling, Two-Family		P				P			
Educational Center	C	C	C	C			C	P	
Electronic Media Rental & Sales		C	P						
Electronic Sales & Repair		C	P				C <sup>A</sup>		
Equipment Sales & Services			C		P				
Financial Institution		P	P				P <sup>A</sup>		
Fitness Center (5,000 sq. ft. or less)	P	P	P	P		P	P <sup>A</sup>		
Fitness Center( 5,001 sq. ft. or larger)	C	C	C	C			C <sup>A</sup>		
Floral Sales	P	P	P			P	P <sup>A</sup>		
Fueling Station									P
Fueling Station, Cardlock Facility									P
Funeral Home	C	C	C						
Grocery Store		C	P			P			
Hair Salon	P	P	P			P			
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

	NC	MU	RC*	OW	I	MW	BP	IC	PSBL
Hardware & Home Improvement Retail		C	P						
Home Occupations	See §19.08	See §19.08	See §19.08	See §19.08					
Hospital			P				C	P	
Hotels			C	C	C	C	C		
Ice Cream Parlor	P	P	P			P	C <sup>A</sup>		
Impound Yard					C				
Kennel, Commercial			C	C	P				
Laundromat			C	C	C				
Library		P	P					P	
Light Manufacturing				C	C		C		
Marina						P			
Mining					C				
Mixed Use		P				P			
Neighborhood Grocery Store		P				P			
Motels			C	C	C	C			
Non-Depository Institutions			C						
Office, High Intensity				P	C		C		
Office, Medical and Health Care	C	C	P				P	C <sup>A</sup>	
Office, Professional	C	P	P	P	C	P	P		
Public Parks, playgrounds, recreation areas, or other park improvements	P	P	P	P	P	P	P	P	P
Pawn Shop				C	C				
Personal Service Establishment	C	C		C		C	C <sup>A</sup>		
Plant & Tree Nursery	C		C	C	P				
Postal Center	C	C	P	C			P <sup>A</sup>	P	
Preschool	C	C	C			C <sup>A</sup>	C <sup>A</sup>		
Printing, lithography & publishing establishments				C	C		P		
Public & private utility building or facility			C	C	C	C		C	C
Public Building or Facilities (City Owned)	P	P	P	P	P	P	P	P	
Reception Centers	C	C	P			P	C		

Recreation Center			C		C	C			
Recreation Rentals			P			P			
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>
Recreational Vehicle Sales			C						
Recycling Facilities					C				
Research & Development			C	C	C		P	C <sup>A</sup>	
Residential facilities for elderly persons		C				C			
Residential Facilities for Persons with a Disability		C				C			
Restaurant, Casual			P	C		C <sup>E</sup>	C <sup>E</sup>		
Restaurant, Deli	P	P	P			P	C <sup>A</sup>		
Restaurant, Sit Down	P	P	P	P		P	P <sup>E</sup>		
Retail Sales	P	P	P	P		P	C <sup>A</sup>		
Retail, Big Box			C						
Retail, Specialty	P	P	P	P		P			
Retail, Tobacco Specialty Store				C	C				
School, Public	P	P	P	P	P	P	P	P	P
School, Trade or Vocational				P	P		P	P	
<del>Sexually Oriented Businesses</del>					P				
Shooting Range, indoor or outdoor				C	C				
Storage, Self-Storage, or Mini Storage Units				C	C				
Storage, Outdoor					C				
Storage, Vehicle					C				
Tattoo Parlor					C				
Temporary Sales Trailer		T							
Theater			C			C			
Transit-Oriented Development (TOD)		P				P	C		
	<b>NC</b>	<b>MU</b>	<b>RC*</b>	<b>OW</b>	<b>I</b>	<b>MW</b>	<b>BP</b>	<b>IC</b>	<b>PSBL</b>

<sup>A</sup> The noted Uses shall be allowed in the listed zones as an ancillary use only.

<sup>E</sup> The noted Uses shall be allowed in the listed zones as an edge use only.

\*As an ancillary component of the identified Permitted and Conditional Uses, employers may offer Child Care Center services for their employees. The provision of such services shall require Conditional Use approval.



**City Council  
Staff Report**

**Code Amendments**

**Title 19 Multiple Sections**

**Tuesday, September 6, 2016**

**Continued Decision**

Report Date:	Tuesday, August 30, 2016
Applicant:	City Initiated
Previous Meetings:	Planning Commission Work Sessions 6/9/2016 and 6/23/2016 Planning Commission Public Hearing 7/14/2016 City Council Public Hearing 8/16/2016
Land Use Authority:	City Council
Future Routing:	None
Type of Decision:	Legislative
Author:	Kimber Gabryszak, Planning Director

**A. Executive Summary:**

The City Council held a public hearing on these amendments on August 16, 2016. The public hearing was closed, and the decision continued to the September 6, 2016 meeting. At that time, the Council gave direction to Staff on changes needed to render a decision. Those changes have been made, and changes to this report since the August 16, 2016 meeting are highlighted in yellow for the convenience of the Council.

A Land Development Code is a living, breathing document, that often requires updates for additional clarity and effectiveness, to remove inconsistencies and typos, to reflect new “best practices” in Planning, and to address changes in the economy or community needs. The Planning Department keeps a running list of minor and major changes that are needed to achieve the above goals, and has a goal of adopting amendments approximately four times a year to keep the Code current. The Planning Department has also, with the aid of a previous Code Update Subcommittee of the Planning Commission and City Council, identified several major policy updates to adopt as appropriate in the coming years. This current Code amendment package contains primarily smaller updates to landscaping and fencing, parking, temporary uses and cell towers, signs, and other requirements.

**Recommendation:**

**Staff recommends that the City Council discuss the proposed amendments and changes, and vote to approve all or some of the amendments with or without modifications, as outlined in Section H of this report.** Alternatives include continuance to a future meeting or denial of all or some of the amendments.

**B. Background:**

Staff has assembled the attached package of amendments to remove several inconsistencies (e.g. parking requirements), clarify several standards (e.g. parallel fencing and wire fencing), correct unintended consequences from previous amendments. (e.g. ice cream trucks in neighborhoods), reduce requirements for homeowners (e.g. backyard development), and add standards for electronic and park/trail and special event signage.

The Planning Commission held work sessions on June 9, 2016 and June 14, 2016, and discussed the code language. The Commission gave direction on several changes, then held a public hearing on July 16, 2016 and voted to forward a positive recommendation on the amendments as outlined in the exhibits to this report. Minutes from that meeting are attached. The Commission also reviewed additional code amendments in their June 28, 2016 work session, for potential future consideration. The City Council held a public hearing on August 16, 2016, took public input, and continued their decision to this September 6, 2016 meeting with direction on several changes needed prior to taking action.

**C. Specific Request:** The proposed amendments are summarized below, with details in Exhibit 1.

- 19.02. Definitions.
  - Add definition for “protective ground cover” to accompany changes to 19.06
- 19.04. Zone Districts.
  - Postponed to accompany Fall 2016 amendments
- 19.05. Supplementary Regulations.
  - Clarify that Ice Cream Trucks are allowed in residential zones
  - Clarify standards for wireless telecommunications towers
- 19.06. Landscaping. (And 19.02, definitions)
  - Clarify landscaping requirements for backyards, to reduce requirements.
    - The City Council asked for language requiring solid fencing for protective ground cover, to mitigate the possibility of weeds spreading from lot to lot.
  - Clarify parallel fencing prohibition
    - The City Council asked for language to limit the percentage of a yard that parallel fencing may occupy in order to minimize overuse of the provision.
- 19.09. Parking:
  - Clarify requirements for covered parking for multi-family development
  - Correct parking requirements for Mixed Use and similar zones that the parking requirement for commercial uses is based on square footage, but the parking requirement for residential uses is based on the number of dwellings
- 19.14. Site Plans:
  - Clarify access width language
- 19.15. Conditional Uses:
  - Remove requirement to protect viewsheds
- 19.18. Signs:
  - Create provision for electronic signs in limited circumstances
  - Create provision for directional signage for approved special events
  - Create signage standards for parks and trails
  - The City Council asked for clarifying language on exceptions for pole signs, the provision for additional banner signs for City sponsored special events, and a reference to dark sky requirements.

The Planning Commission also reviewed additional amendments in June and July work sessions, which will be reviewed in future meetings and hearings with the goal of adoption by late 2016:

- 19.04, Zoning:
  - overhaul and reformat
  - reduce commercial setback requirements
  - remove open space requirements as they will be addressed in the new open space chapter
  - add Community Commercial zone
  - clarify ERU application to residential uses and non-residential uses
- Rezones: rezone schools and churches and public facilities to the Institutional / Civic zone
- 19.05, Supplementary Regulations
  - Accessory Dwelling Units(ADUs) – consider allowing ADUs in single-family neighborhoods, in limited circumstances and with requirements such as extra parking and owner occupancy to minimize impacts.
- 19.12. Subdivisions:
  - Implement requirement to bury canals
  - Clarify requirement to underground utilities
- 19.tbd. New Design Standards chapter
  - Assemble all design standards from other code sections in one location
  - Update and relocate current Architectural Design Standards
- 19.tbd: New Open Space chapter
  - Replace current OS standards with requirement for “park” space per residential unit
- Buffer Overlay Zone – adopt standards for setbacks, trails, site design, architecture, vegetation, disturbance areas, and other items along the Jordan River and Utah Lake shorelines

**D. Process:** Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.  
*Complies. There is no application as this is City initiated, and is being presented to the Commission for a recommendation.*
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.  
*Complies. Please see Sections F and G of this report.*
3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.  
*Complies. Please see Section E of this report.*
4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.  
*Complies. Please see Section E of this report.*

**E. Community Review:** Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. A public hearing was also held before the Planning Commission, and

**F. General Plan:**

**Land Use Element – General Goals**

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

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

**G. Code Criteria:**

**Code amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the Code.**

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

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

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;  
*Consistent. See Section F of this report.*
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;  
*Consistent. The amendments will ensure clear and consistent standards for fencing, temporary uses, landscaping, conditional uses, parking, and signage, while providing additional flexibility to property owners and businesses that will not adversely affect the health and welfare of the general public.*
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and  
*Consistent. The stated purposes of the Code are found in section 19.01.04:*
  1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
    - a. encourage and facilitate the orderly growth and expansion of the City;

- b. secure economy in governmental expenditures;
- c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
- d. enhance the economic well-being of the municipality and its inhabitants;
- e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
- f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
- g. stabilize and conserve property values;
- h. encourage the development of an attractive and beautiful community; and
- i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

*The proposed amendments will provide clarity in development standards to ensure orderly growth, will maintain high standards to ensure a wholesome environment, and will both allow flexibility for property owners while helping ensure an attractive and beautiful community. The amendment will also secure economy in governmental expenditures by reducing the need for code enforcement on backyard landscaping, while keeping standards that minimize impacts to neighboring property owners.*

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

***Consistent.** The amendments will provide additional flexibility in signage for larger businesses and for hosts of special events, and remove confusing language from the code. Community interests will also be protected by requiring minimum standards for runoff prevention, weed abatement, and other standards as proposed.*

## **H. Recommendation / Options:**

### **Staff Recommended Motion – Approval**

The City Council may choose to **approve** all or some of the amendments to the Code Sections listed in the motion, as proposed or with modifications:

Motion: “Based upon the evidence and explanations received today, I move to **approve** the proposed amendments to Sections 19.02, 19.05, 19.06, 19.09, 19.12, 19.14, 19.15, and 19.18, with the Findings and Conditions below:

#### **Findings:**

- 1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference.
- 2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
- 3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.

- The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

**Conditions:**

- The amendments shall be edited as directed by the Council: \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

**Alternative A – Continuance**

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

Motion: “I move to continue the amendments to Sections [list section(s)] of the Code to the [September 20, 2016] meeting, with the following direction on additional information needed and/or changes to the draft:

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**Alternative B – Denial**

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

**Motion:** “Based upon the evidence and explanations received today, I move to **deny** the proposed amendments to Sections [list section(s)] of the Code with the Findings below:

**Findings**

- The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Council: \_\_\_\_\_
- The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. Exhibits:**

- Draft Amendments *(Note: except for signage section, non-highlighted changes = Staff recommended changes, yellow highlights = Planning Commission changes, blue highlights = Council changes)*
  - 19.05. Supplementary Regulations (pages 9-12)
  - 19.02 and 19.06. Landscaping and Fencing (pages 13-14)
  - 19.09. Parking (pages 15-16)
  - 19.14. Site Plans (page 17)
  - 19.15. Conditional Use Permits (page 18)
  - 19.18. Signs (pages 19-23)
- Planning Commission 7/14/2016 Minutes (pages 24-27)

**ORDINANCE NO. 16- (insert date)**

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

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

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

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

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

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

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

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

**SECTION I – ENACTMENT**

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

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the

provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this \_\_\_ day of \_\_\_\_\_, 2016.

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

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

\_\_\_\_\_  
Date

**VOTE**

Shellie Baertsch	_____
Michael McOmber	_____
Stephen Willden	_____
Bud Poduska	_____
Chris Porter	_____

**19.05. Supplementary Regulations  
WIRELESS TOWERS and ICE CREAM TRUCKS**

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**19.05.03. Wireless Telecommunication Equipment.**

1. **Wall mounted antennas.** Wall mounted antennas are permitted uses in all land use zones. Wall mounted antennas larger than five square feet may not be placed on a residential building or structure. Wall mounted antennas must comply with the following criteria:
  - a. Wall mounted antennas shall not extend above the roof line of the building more than ten feet, and whip antennas shall not extend above the roof line of the building more than ten feet.
  - b. City Staff may require antennas and all associated equipment to be painted to match the color of a non-residential building or structure.
  - c. Wall mounted antennas may have a maximum area of forty square feet per each side of a non-residential building or structure. The area is determined by drawing straight lines around the outermost portions of the antennas until enclosed.
  - d. All equipment associated with the use, excluding the antenna, must be screened by a view obstructing structure.
  - e. If the associated equipment is located on the ground it must be appropriately landscaped.
  
2. **Roof mounted antennas.** Roof mounted antennas are permitted uses in all land use zones. Roof mounted antennas larger than five square feet may not be placed on a residential building or structure. The following provisions and any applicable provisions in sub-section one above shall apply to roof mounted antennas:
  - a. roof mounted antennas can only be mounted on structures with flat roofs. Exceptions may be granted by City staff with the following stipulations:
    - i. the antenna will be mounted on the roof of a building such that the building will obstruct the view of the antenna from the front of the building; and
    - ii. the antenna will be less visible from ground level than the typical antenna mounted on a flat roof.
  - b. roof mounted antennas must be set back from the front building edge one foot for every one foot of antenna height to a maximum of ten feet; and
  - c. if possible and feasible, roof mounted antennas shall co-locate on City-owned buildings and structures.
  
3. **Free-standing antennae or towers.**

a. Proliferation minimized. No new mono-pole or other free-standing structure shall be approved unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building or structure.

b. Mono-pole towers. Mono-pole towers are required to obtain Conditional Use approval prior to construction.

~~a.~~

~~b.c.~~ Other free-standing structures. Free-standing antennae or towers are required to obtain Conditional Use approval prior to construction.

d. Where buildings, trees, or other large objects are present, aAll new mono-pole and other free-standing structures shall use stealth design, meaning camouflaged to blend in with said buildings, trees and other large objects.

e.e. Co-location on existing mono-pole towers is a permitted use in any land use zone. However, if the compound area needs to be expanded to handle additional equipment and the site is located in a land use zone that requires mono-pole towers to get a Conditional Use permit, then the expansion is also a Conditional Use.

d.f. Maximum height limits for free-standing antennae or mono-pole towers for defined land use zones are as follows:

i. Agricultural (A):	100* feet
ii. Rural Residential (RR)	100* feet
iii. Low Density Residential (R-1)	100* feet
iv. Low Density Residential (R-2)	35 feet
v. Low Density Residential (R-3)	35 feet
vi. Medium Density Residential (R-6)	————35 feet
vii. Medium Density Residential (R-10)	————35 feet
viii. High Density Residential (R-14)	35 feet
ix. High Density Residential (R-18)	35 feet
x. Neighborhood Commercial (NC)	40 feet
xi. Mixed Use (MU)	40 feet
xii. Regional Commercial (RC)	————40 feet
xiii. Office Warehouse (OW)	100* feet
xiv. Industrial (I)	————100* feet

\* The maximum height for towers within 200 feet of residential development existing at the time of tower construction shall be 40 feet.

e.g. The maximum height limits include the height of any structure on which the free-standing antennae or mono-pole may be located, and any lightning poles or other items attached to the antennae or mono-pole.

4. **Ham radio towers.** Ham radio towers or any other radio or antennae facilities are regulated by the FCC as well as individual homeowners associations (HOA's) through restrictive covenants or other regulating documents.

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#### 19.05.10. Temporary Uses.

1. **Purpose and Intent.** The purpose and intent of the Temporary Use section is to allow certain uses within the City of Saratoga Springs which are temporary, or seasonal in nature, in a manner that such uses will be compatible with the land use zone and adjacent properties. A Temporary Use, which is subject to the provisions in this Section, is a commercial business venture for which a business license is required.
2. **Uses:** the following are acceptable Temporary Uses, as defined in Section 19.02.02:
  - a. Produce Stand or Farmers Market
  - b. Fireworks Stand\*
  - c. Christmas Tree Lot
  - d. Snow Shack or Ice Cream Vendor, fixed location\*
  - ~~e.~~ Snow Shack or Ice Cream Vendor, motorized\*\*
  - e.f. Pumpkin Patch
  - f.g. Festivals including Bazaars or Fairs\*
  - ~~g.~~ Temporary Retail (tent or sidewalk sale)\*
  - ~~h.~~ Mobile Food Vendors\*

\* These uses are limited to non-residential and agricultural zones, unless occurring as part of a City sponsored special event, or wholly within the property boundaries of an institutional use.

**\*\*These uses are not permitted to park in one location for longer than 20 minutes, and are required to obtain a Solicitor's License in addition to a Temporary Use Permit.**

3. **Standards for Temporary Uses.** A Temporary Use shall comply with the general standards as provided within this section:
  - a. Written approval from all brick and mortar businesses, meaning a permitted business in a permanent structure, within 300' shall be obtained for all Temporary uses.
  - b. All Temporary uses except for roadside stands require a paved surface on site. Temporary road base installed in compliance with the City Standard Technical Specifications and Drawings shall qualify as a paved surface, shall be capable of supporting a minimum of 75,000 pounds on all driving and parking surfaces, and shall be removed immediately upon completion of the Temporary use unless occurring as part of a separate development permit.
  - c. All Temporary uses except roadside stands are required to provide sanitary facilities for waste disposal for protection of community health and safety. This may be met through agreement with a host business or through temporary restroom facilities.
  - d. All temporary uses shall provide a receptacle for garbage, and shall be responsible for garbage removal.
  - e. Night lighting shall be compatible with adjacent uses. This requires all lighting to be shielded and directed downward to avoid light spill onto adjacent properties.
  - f. All signs must comply with City adopted sign regulations.
  - g. A use and/or display may not be placed within the right-of-way or on any landscaped area.

- ~~a.h.~~ No temporary use may occur within the clear view triangle of any intersection.
- ~~b.i.~~ No more than one temporary use is allowed per lot or parcel at any one time, including those approved by the Planning Commission.
- ~~c.j.~~ When electricity will be utilized, an electrical permit must be obtained from the Building Department prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.
- ~~d.k.~~ Accessibility requirements must be addressed with the Building Department prior to any sales occurring.
- ~~e.l.~~ Where required, Health Department approval shall be provided prior to operation.
- ~~f.m.~~ Where temporary structures are proposed, an inspection with the Fire Department is required prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.
- ~~h.n.~~ Hours of operation shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.
- ~~i.o.~~ All temporary uses requesting temporary access from a public road shall obtain written permission from UDOT for state roads, and from the City Engineer for all other public roads.
  - i. A traffic study and safety mitigation may be required, including appropriate acceleration and deceleration areas.
  - ii. No curb or park strip shall be driven over unless temporary bridging is provided and approved by the City Engineer to prevent damage to the curb or park strip.

4. **Additional Standards for Mobile Food Vendors:**

- a. A mobile food vendor shall be permitted only when hosted by an existing brick-and-mortar business, meaning a permitted business in a permanent structure, or on public property with the approval of the City.
- b. Mobile food vendors shall not be parked for more than 8 hours in a day in any one location without express written permission from the City.
- c. Mobile food vendors shall not be parked on a street or driveway, nor in a manner that impedes vehicular and pedestrian traffic flow or public safety. A minimum clearance of 15 feet must be kept between the mobile food vendor and any fire hydrants, utility boxes, sidewalks, handicapped ramps, or building entrances.
- d. At no time may the mobile food vendor serve food to vehicles in a drive through manner or while the mobile food vendor vehicle is in motion.
- e. Mobile food vendors must be parked a minimum of 200 feet from residential property or must have the permission of residential property owners within the prohibited area.

5. **Planning Commission Review.** When considered appropriate by the Planning Director, a Temporary Use may be referred to the Planning Commission for review.

6. **Permit Required.** A Temporary Use Permit and Business License shall be required for all Temporary Uses.

\* \* \* \* \*

**19.06. Landscaping and Fencing**

**19.02. Definitions.**

Clarify requirements for residential backyards

Limit chain link only for Ag uses

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**19.02**

**Protective Ground Cover.** Grasses, other living plants, or inorganic materials grown or placed to stabilize soils and protect against erosion and dust, and to minimize runoff onto adjacent properties.

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**19.06.08. Single Family Residential and Park Strip Landscaping Requirements.**

1. Single Family Residential Lots

- a. All residential lots in all zones except A and RA-5 that are one-third acre in size or smaller shall have the front yards, and street-side yards for corner lots, landscaped within one year, and interior side and back yards within two years after (whichever is less restrictive):
  - i. receiving a Certificate of Occupancy; or
  - ii. once ownership is established by the current owner.
- b. All residential lots in all zones except A and RA-5 that are larger than one-third acre must landscape a minimum of one-third acre.
  - i. The one-third acre may include structure footprints, driveways, parking areas, and other lot improvements that fall within a contiguous one-half acre area.
  - ii. The one-third acre shall include the front yard.
  - iii. Areas outside of the landscaped one-third acre may remain in a native state, and shall be maintained in compliance with nuisance and fire requirements.
  - iv. That portion of the landscaping that falls within the front yard, and street-side yard for corner lots, shall be landscaped within one year, and that portion of landscaping within interior side and back yards shall be landscaped within two years after (whichever is less restrictive):
    - 1. receiving a Certificate of Occupancy; or
    - 2. once ownership is established by the current owner.

c. All ~~landscaped areas~~ front yards and street side yards shall be completely landscaped per the definition of Landscaping in Section 19.02.

~~e.d., and a~~ All back yards shall either be completely landscaped per the definition of Landscaping in Section 19.02, or, if fully enclosed with a solid fence that extends to the ground to prevent spread of weeds, may instead be stabilized per the definition of Protective Ground Cover in Section 19.02, with the following exceptions:

- i. Bare dirt, meaning ground with no planting, hardscape, rock, or other cover, may occur in limited quantities when in conjunction with features including gardens and trellis areas.
- ii. Trees and shrubs are permitted to have a ring of bare dirt around the trunk and beneath the drip line of the canopy.

~~d.e.~~ At least 25% of landscaping in front yards and corner street side yards shall consist of non-rock planter beds, shrubs and grasses, or other non-hardscape and non-rock landscaping.

~~e.f.~~ Artificial turf is not permitted in front or corner street side yards.

~~No trees shall be planted directly under or in close proximity to power lines, poles, or utility structures unless:~~

~~the power company or owner of the power line gives written consent; and~~

~~the maximum height or width at maturity of the tree species planted is less than 5 feet to any pole, line, or structure.~~

\* \* \* \* \*

#### 19.06.09. Screening and Fencing Requirements and Restrictions.

\* \* \* \* \*

##### 4. Prohibited fencing:

- a. No barbed wire, chain link, razor, or wire (agricultural, electric, chicken wire, mesh wire, hog fencing, etc.) fences shall be allowed. This does not apply to chain link or wire fences if the fence: (1) is not being used to delineate lot boundaries; and (2) ~~is used for keeping of animals. This Section also does not apply in the A, RA-5, and RR zones.~~ is being used for Agricultural uses or otherwise for the keeping of animals; and (3) does not occupy more than 50% of any residential yard.
- b. No fencing that parallels existing fencing ~~and is visible from an adjacent road or street~~ shall be permitted within an existing fenced yard. Exceptions: interior fencing to enclose chickens, bees, or other livestock as otherwise specifically permitted under this Code, and any fencing of three feet or less in height within an existing fenced yard.

\* \* \* \* \*

**19.09. Parking.**

Dwelling, Multi-Family – permit carports but require similar architecture  
 Mixed Use, Mixed Waterfront – clarify parking on ERU vs square footage  
 Delete wider stall requirement to avoid conflict with 19.14

\*\*\*\*\*

**19.09.06. Dimensions for Parking Stalls.**

The standards in this Section shall apply to all parking areas unless otherwise noted. The dimensions of parking stalls and aisles contained within the parking areas shall be dependent upon the orientation of stalls.

**Dimensions for Parking Stalls and Aisle**

Parking Angle	Stall Width*	Stall Length	Aisle Width (two-way traffic)	Aisle Width (one-way traffic)
Parallel	9'	20'	N/A	12'
45	9'	18'	25'	14'
60	9'	18'	25'	18'
90	9'	18'	24'	24'

~~\*Stalls immediately adjacent to garbage surrounds shall be 50% wider, or separated from the garbage surround by a landscaping area no less than 50% the width of a parking stall.~~

\*\*\*\*\*

**19.09.11. Required Minimum Parking.**

The table below indicates the minimum requirement for each use; unless otherwise identified, in no case may the minimums be exceeded by more than 25%.

Use	<u>Parking Requirement</u>
Dwelling, above commercial	1 stall per bedroom or 2 stalls per unit, <u>one of which must be covered*</u> , whichever is lower, plus 0.25 guest stalls per unit.
Dwelling, Multi-Family*	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be covered, plus 0.25 guest stalls per unit. **

Dwelling, Single Family	2 stalls per dwelling enclosed in garages. Driveways are to be 20' in length**
Dwelling, Three-Family	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be <del>covered</del> <u>enclosed</u> , plus 0.25 guest stalls per unit.**
Dwelling, Two-Family	1 stall per bedroom or 2 stalls per unit, whichever is lower, one of which must be <del>covered</del> <u>enclosed</u> , plus 0.25 guest stalls per unit. **
* * * * *	* * * * *
Mixed Use, Commercial, Office & Residential Use	<u>Residential</u> : see Dwelling requirements <u>Nonresidential</u> : Based on the sq.ft. of each individual use
Residential Facilities for Elderly Persons	To be determined by the Planning Commission (See 19.09.05(6))
Residential Facility for Persons with a Disability	Same as for the dwelling, plus Home Occupation requirements for employees.

~~\* Exception – All dwellings must have one covered parking space. A 35% reduction to the enclosed parking requirement may be allowed for a PUD multi-family rental project within the R-18 zone; however, the remaining 35% shall be replaced with carports that incorporate a residential appearance. This will require a positive recommendation from the Planning Commission and approval from the City Council.~~

\*Tandem parking spaces within a garage will only be counted as one parking space for residential uses.

\*\* Exception – the minimum for these uses may be exceeded by more than 25%.

**NOTE: WE WILL ADD REQUIREMENT TO DESIGN STANDARD CHAPTER THAT CARPORTS MUST INCORPORATE A RESIDENTIAL APPEARANCE CONSISTENT WITH THE RESIDENTIAL STRUCTURE**

**19.14. Site Plans.**  
Clarify 40' access width language

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**19.14.03. Site Plan Development Standards.**

**3. Access Requirements.**

- a. **Access dimensions.** For each commercial ~~lot~~access:
  - i. ~~each roadway~~the access shall not be more than forty feet in width, measured at right angles to the center line of the ~~driveway~~access except as increased by permissible curb return radii; and
  - ii. the entire flare of any return ~~radii~~radius shall fall within the right-of-way.
- b. **Interconnection.** All parking and other vehicular use areas shall be interconnected with adjacent properties in order to allow maximum off-street vehicular circulation.
- c. **Acceleration and Deceleration Lanes.** Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.
- d. **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 or alleys.

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**19.15. Conditional Uses.**  
Remove requirement to protect views

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**19.15.05. General Standards and Considerations Governing Conditional Uses.**

In reviewing an application for a Conditional Use permit, the ~~the~~ following considerations and standard shall be applied:

1. The siting of the structure or use, and in particular:
  - a. the adequacy of the site to accommodate the proposed use or building and all related activities;
  - b. the location and possible screening of all outdoor activities;
  - c. the relation of the proposed building or use to any adjoining building with particular attention to protection of ~~views,~~ light, air, and peace and quiet;
  - d. the location and character of any display of goods and services; and
  - e. the size, nature, and lighting of any signs.
  
2. Traffic circulation and parking, and in particular:
  - a. the type of street serving the proposed use in relation to the amount of traffic expected to be generated;
  - b. the adequacy, convenience, and safety of provisions for vehicular access and parking, including the location of driveway entrance and exits; and
  - c. the amount, timing, and nature of traffic generated by the proposed conditional use.
  
3. The compatibility of the proposed conditional use with its environment, and in particular:
  - a. the number of customers or users and the suitability of the resulting activity level to the surrounding uses;
  - b. hours of operation;
  - c. adequacy of provisions for the control of any off-site effects such as noise, dust, odors, light, or glare, etc.;
  - d. adequacy of provisions for protection of the public against any special hazards arising from the intended use;
  - e. the expected duration of the proposed building, whether temporary or permanent, and the setting of time limits when appropriate; and the degree to which the location of the particular use in the particular location can be considered a matter of public convenience and necessity.

\*\*\*\*\*

**Exhibit 1.f**

**SIGNS**

Clean up titles

Create provision for electronic message signs in RC zone

Create provision for directional and temporary signage for approved special events

Create provision for signage in parks and for trails

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**Chapter 19.18. Sign Regulations.**

**Sections:**

- 19.18.01. Intent.
- 19.18.02. Content.
- 19.18.03. Definitions.
- 19.18.04. Prohibited Signs.
- 19.18.05. Signs Not Requiring A Permit.
- 19.18.06. ~~Measurement~~ General Standards.
- 19.18.07. Residential Sign Standards.
- 19.18.08. Agricultural, Vacant, and Active Development.
- 19.18.09. Institutional Sign Standards.
- 19.18.10. Commercial Zone Sign Standards.
- 19.18.11. Industrial Zone Sign Standards.
- 19.18.12. Mixed Use and Mixed Waterfront Zone Sign Standards.
- 19.18.13. Parks and Trails Signage Standards.
- 19.18.14. Special Event Signage Standards.
- 19.18.~~13~~15. Permit Process.
- 19.18.~~14~~16. Nonconforming Signs.

\* \* \* \* \*

**19.18.03. Definitions.**

As used in this Chapter, the following words and phrases have the following meanings, unless the context clearly indicates that a contrary meaning is intended:

21. "Dwell Time" means the total amount of time an image or other content is shown on an electronic message sign.

\* \* \* \* \*

**19.18.04. Prohibited Signs.**

1. The following signs and any sign not otherwise authorized under the terms of this code are prohibited in the City, except as expressly permitted elsewhere in this chapter:
  - a. Abandoned Signs.
  - b. Animated Signs.

- c. Bench Signs other than artwork included in the bench structure.
- d. Balloon Signs.
- e. Billboards.
- f. Cabinet Signs, Simple.
- ~~g. Electronic Message Signs.~~
- ~~h.g.~~ Flashing signs.
- ~~i.h.~~ Neon signs in residential zones.
- ~~j.i.~~ Pennants.
- ~~k.j.~~ Pole Signs **except as specifically permitted in this Chapter.**
- ~~l.k.~~ Pylon Signs.
- ~~m.l.~~ Roof Signs.
- ~~n.m.~~ Snipe Signs.
- ~~o.n.~~ Wind Signs.
- ~~p.o.~~ Vehicle Signs parked outside of designated parking stalls, or occupying required parking for more than 50% of the operating hours.
- ~~q.p.~~ Trailer Signs not affixed to a vehicle, parked outside of designated parking stalls, or occupying required parking for more than 50% of the operating hours.
- ~~r.q.~~ Illuminated signs directly facing and visible to an immediately adjacent residential zone or residential development.
- ~~s.r.~~ Signs not otherwise expressly permitted in this chapter.

\*\*\*\*\*

#### 19.18.06. General Standards.

##### **8. Electronic Message Signs.**

- a. Types of signs. An electronic message sign shall only be constructed as part of a permitted monument sign and only in specified zones.
- b. Area. The electronic message sign is limited to 50% of the permitted sign area.
- c. Residential separation. An electronic message sign shall not be located within 200 feet of existing residential development. An electronic message sign located within 500 feet of existing residential development shall be required to orient the sign so that it does not directly face existing residential development.
- d. Design standards.
  - a. Videos are prohibited at all times.
  - b. No sign shall use a white, ivory, or similarly near-white background.
  - c. The minimum dwell time shall be eight seconds.
  - d. The flashing of any content is prohibited.
  - e. The minimum transition time between content shall be no greater than three seconds.
  - f. Illumination shall not exceed 0.3 foot candles over natural ambient light conditions at any time, as measured no farther than 100 feet from the sign.
  - g. An electronic message sign shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions.
- e. All electronic signs are also subject to the provisions of Chapter 19.11.

\*\*\*\*\*

**19.18.09. Institutional/ Civic Zone Standards.**

1. Schools, churches, public facilities, and other uses in the Institutional/ Civic Zone are permitted the following signage.

- a. Primary Building signs.
  - i. Number. Each primary building is permitted one building sign.
  - ii. Size. The primary building sign shall not exceed eight percent of the façade on which the sign or signs are mounted, or thirty square feet, whichever is larger.
  - iii. Height. Each primary building sign for single story buildings shall maintain a minimum of 7.5 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary building sign for multiple story buildings shall be mounted no lower than the bottom of the top floor of the building.
- b. Monument signs.
  - i. Number.
    - i. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
    - ii. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
  - ii. Size. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
  - iii. Height. A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
  - ~~iii~~.iv. Electronic Messaging. Permitted only on shared monument signs for developments exceeding four acres.
- c. Pedestal and Pole signs.
  - i. Not permitted.
- d. Window and Door signs.
  - i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.
- e. Banner Signs.
  - i. Banner signs shall only be permitted on a temporary basis.
  - ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
  - iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
  - iv. Banner signs shall be limited to a cumulative total of thirty days in a calendar year.

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**19.18.10. Commercial Zone Sign Standards.**

- 1. Signage in the Regional Commercial zone.
  - b. Monument signs.
    - i. Number.
      - a. Single building or use: one monument sign shall be allowed for each frontage in excess of one hundred feet a building or use has on a public street.
      - b. Multiple buildings or uses: One shared monument sign shall be allowed for each frontage in excess of 200 feet a site has on a public street.
    - ii. Size. A monument sign for a single building or use shall not exceed forty-five square feet in size. A monument sign for multiple buildings or uses shall not exceed sixty-four square feet in size.
    - iii. Height. A monument sign for a single building or use shall not exceed 7.5 feet in height. A monument sign for multiple buildings or uses shall not exceed ten feet in height.
    - iii.iv. Electronic Messaging. Permitted only on shared monument signs for developments exceeding four acres.

\* \* \* \* \*

**19.18.13. Parks and Trails Signage Standards.**

- 1. Public parks and HOA maintained parks are permitted the following signs:
  - a. Banner Signs.
    - i. Banner signs shall only be permitted on a temporary basis.
    - ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
    - iii. Banner signs shall be placed in a landscaped area, and shall not be located within the clear sight triangle identified in Chapter 19.06.
    - iv. Banner signs shall be limited to a cumulative total of thirty days in a calendar year per parcel.
    - v. Banner signs shall be limited to no more than one sign per frontage at any given time.
  - b. Monument and Pedestal signs.
    - i. Number. One monument or pedestal sign shall be allowed for each frontage in excess of thirty-five feet, or where frontage is less than thirty-five feet but parking access is provided.
    - ii. Size. A monument or pedestal sign shall not exceed forty-five square feet in size.
    - iii. Height. A monument or pedestal sign shall not exceed 7.5 feet in height.
    - iv. Separation. Monument and pedestal signs shall be separated by a minimum distance of 200 feet as measured diagonally across the property, and shall be a minimum of 100 feet from any other permanent ground sign on the same frontage.

c. Pole signs and small pedestal signs.

- i. Number. Two pole signs or pedestal signs shall be allowed for each park.
- ii. Size. A pole sign or pedestal sign shall not exceed six square feet in size.
- iii. Height. A pole sign or pedestal sign shall not exceed 7.5 feet in height.
- iv. Separation. Pole and pedestal signs shall be separated by a minimum of 100 feet from any other pole sign.

2. Public trails and HOA maintained trails are permitted the following signs:

a. Pole signs and small pedestal signs.

- i. Number. One pole or pedestal sign shall be permitted for each trail access point. One additional pole or pedestal sign shall be permitted to be placed in 1/4 mile increments along the trail.
- ii. Size. A pole or pedestal sign located at the entrance to a trail shall not exceed six square feet in size. A pole or pedestal sign located along a trail shall not exceed four square feet in size.
- iii. Height. A pole or pedestal sign shall not exceed 7.5 feet in height.
- iv. Location. These signs shall only be located within 10 feet of a trail or trailhead.

**19.18.14. Special Event Signage Standards.**

1. City approved special events shall be permitted the temporary signage subject to the following standards:

- a. A signage plan shall be submitted identifying the location of all on-premise and off-premise signs.
- b. Off-premise signs:
  - i. Signs shall be placed entirely on private property with the written permission of the property owner.
  - ii. Signs shall be temporary in nature, with the sign made of corrugated cardboard, plastic, or similar material and fastened to wires or wooden stakes. A-frame or similar removable signs may be used, which shall be weighted to prevent relocation via wind. Signs shall be free-standing, and shall not be attached to light poles, fences, vehicles, or other structures.
  - iii. Signs shall be limited to three square feet in size and four feet in height.
  - iv. Signs shall be placed no earlier than 24 hours prior to the event, and shall be removed no later than 24 hours after the conclusion of the event.
  - v. Special event sponsors are limited to one special event signage permit in a ninety-day period.
- c. On premise signs, non-City sponsored events:
  - i. Regardless of other zone limitations, ~~one~~two banner signs isare permitted for the duration of the event, up to a maximum of seven days per event.
  - ii. Additional temporary signage is limited to the signage allowed in the zone.
- d. On premise signs, City sponsored events:
  - i. Regardless of other zone limitations, one additional banner sign is permitted per acre for the duration of the event, up to a maximum of seven days per event, and may be clustered in one location.
  - ii. Additional temporary signage is limited to the signage allowed in the zone.

**ORDINANCE NO. 16-17 (9-6-16)**

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

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

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

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

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

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

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

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

**SECTION I – ENACTMENT**

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

**SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

**SECTION III – EFFECTIVE DATE**

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

**SECTION IV – SEVERABILITY**

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

**SECTION V – PUBLIC NOTICE**

The Saratoga Springs 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 6<sup>th</sup> day of September, 2016.

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

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

**VOTE**

Shellie Baertsch	_____
Michael McOmber	_____
Stephen Wilden	_____
Bud Poduska	_____
Chris Porter	_____

**RESOLUTION NO. R16-49 (9-6-16)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH,  
TO PARTICIPATE IN THE UTAH COUNTY CDBG PROGRAM**

**WHEREAS**, the City of Saratoga Springs, Utah, is not a CDBG Entitlement city; and

**WHEREAS**, the City of Saratoga Springs, Utah, has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Saratoga Springs, Utah, that the attached Agreement with the County is hereby approved, and that the City’s Mayor and Recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Saratoga Springs, Utah, hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

This Resolution shall take effect immediately upon passage.

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of September, 2016.

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

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

**VOTE**

Shellie Baertsch \_\_\_\_\_  
Bud Poduska \_\_\_\_\_  
Michael McOmber \_\_\_\_\_  
Bud Poduska \_\_\_\_\_  
Stephen Willden \_\_\_\_\_

**AGREEMENT NO. 2016-**

**INTERLOCAL COOPERATION AGREEMENT**

between

**UTAH COUNTY and SARATOGA SPRINGS CITY**

relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

for **FEDERAL FISCAL YEARS 2017 THROUGH 2019**

and successive 3 year periods thereafter

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD.

all municipal corporations.

**RECITALS**

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and

expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to

receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant

computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions,

including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as

amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE PAGE FOR UTAH COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

STATE OF UTAH            )  
                                  :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

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

\_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By signing below, Saratoga Springs City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

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

Attest:

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

**RESOLUTION NO. R16-49 (9-6-16)**

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH,  
TO PARTICIPATE IN THE UTAH COUNTY CDBG PROGRAM**

**WHEREAS**, the City of Saratoga Springs, Utah, is not a CDBG Entitlement city; and

**WHEREAS**, the City of Saratoga Springs, Utah, has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Saratoga Springs, Utah, that the attached Agreement with the County is hereby approved, and that the City’s Mayor and Recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Saratoga Springs, Utah, hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

This Resolution shall take effect immediately upon passage.

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of September, 2016.

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

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

**VOTE**

Shellie Baertsch \_\_\_\_\_  
Bud Poduska \_\_\_\_\_  
Michael McOmber \_\_\_\_\_  
Bud Poduska \_\_\_\_\_  
Stephen Willden \_\_\_\_\_

**AGREEMENT NO. 2016-**

**INTERLOCAL COOPERATION AGREEMENT**

between

**UTAH COUNTY and SARATOGA SPRINGS CITY**

relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

for **FEDERAL FISCAL YEARS 2017 THROUGH 2019**

and successive 3 year periods thereafter

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD.

all municipal corporations.

**RECITALS**

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and

expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to

receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant

computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions,

including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as

amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE PAGE FOR UTAH COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

STATE OF UTAH            )  
                                  :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

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

\_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By signing below, Saratoga Springs City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

---

Mayor Jim Miller

Attest:

---

Cindy LoPiccolo, City Recorder



**Preliminary Plat  
Madison Meadows  
Tuesday, September 6, 2016**

Report Date:	Tuesday, August 30, 2016
Applicant:	Brian Sudweeks
Owner:	Sudweeks Construction
Location:	~700 West 400 North
Major Street Access:	400 North
Parcel Number(s) & Size:	34:504:0002, 6.287 acres
Parcel Zoning:	R-4 (conditional)
Adjacent Zoning:	Low Density Residential, Agricultural
Current Use of Parcel:	Agriculture, undeveloped
Adjacent Uses:	Single family residential, elementary school, agricultural
Previous Meetings:	PC & CC – 2011 – Minor Subdivision 5/26/16 PC – 6/21/16 CC – Rezone 8/11/16 PC – Preliminary Plat
Previous Approvals:	Minor Subdivision for “Alpine School District – West Saratoga Springs” approved by CC on 7/5/2011 Rezone of Mountain View Estates II from A to R-4 approved by CC on 6/21/2016
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Jamie Baron, Planner I

**A. Executive Summary:**

The applicant is requesting Preliminary Plat approval for a single family subdivision of 9 lots with a density of 3.22 units per acre in the R-4 zone.

**Recommendation:**

**Staff recommends that the City Council review and discuss the proposal, and choose from the options in Section “H” of this report.** Options include approval, denial, or continuing the application to a later meeting.

- B. Background:** On June 21, 2016, the City Council approved the rezone of the property from A to R-4 for the purpose of developing a 9 lot subdivision.

On August 11, 2016, the Planning Commission forwarded a positive recommendation of the application.

Plat

The parcel is 6.291 acres in total, however, only 2.88 acres is part of the residential subdivision. The proposed plat does create 5 parcels outside of the subdivision lots.

The trail corridor and parcel A (detention basin) are included in the total project area (2.88 acres).

Parcel B (1.156 acres) has been planned as a future secondary pond and pump station location. This parcel will be purchased by the City for the development of secondary water infrastructure.

The canal parcel (.536 acres) and parcel C (1.031 acres) have been left out of the project area for the purpose of preserving potential future right of way for the Mountain View Corridor. At this time, the actual alignment of the future road is unknown. In the event that the road does not encompass the parcels, the area may be developed in the future.

Open Space

The r-4 zone requires a minimum of 15% of the project area to be open space. Based on the total project area (118,944 square feet), the minimum required open space is 17,841.6 square feet. Between the detention basin and the trail parcel, the applicant is providing a total of 11,328 square feet of open space. The remaining open space requirement is proposed for the remaining 6,514 square feet with a total fee of \$30,629.69.

- C. Specific Request:** The applicant is requesting Preliminary Plat approval for Madison Meadows; a 9 lot subdivision in the R-4 zone. The property is a 2.789 acre subdivision, with a density of 3.22 units per acre.

- D. Process:** Section 19.13.04 of the City Code states that Preliminary Plats require a public hearing with the Planning Commission and that the City Council is the Land Use Authority.

The Planning Commission held a public hearing on August 11, 2016 and received no public impute at the public hearing.

- E. Community Review:** The application has been noticed as a public hearing in the *Daily Herald*, City website, and Utah Public Notice Website, and mailed notices have been sent to all property

owners within 300 feet of the subject property at least 10 days prior to this meeting. The City has not received any public input as of the time of the completion of this report.

- F. General Plan:** The Land Use Element of the General Plan designates the subject property for Low Density Residential use. 19.04.14 states “The purpose of the Low Density (R-4) Land Use Zone is to allow for the establishment of single family neighborhoods on medium-sized lots that are characteristic of traditional suburban residential neighborhoods. Residential densities in this zone are limited to minimum lot size requirements and shall not exceed four ERUs per acre.”

The General Plan describes states “The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City’s urban standards, single-family detached dwellings and open spaces.” The General Plan also states “The Low Density Residential designation is expected to be the City’s most prevalent land-use designation. In this land use designation, it is estimated that a typical acre of land may contain 3 dwelling units.”

**Staff conclusion:** *Consistent. The proposed development includes 2.789 acres with 9 lots, equaling a density of 3.22 units per acre. 3.22 units per acres is consistent with the land use designation.*

**G. Code Criteria:**

The compliance of the application to Title 19 is outlined below. See the attached Planning Review Checklist for a full analysis.

- **19.04, Land Use Zones – Can Comply.**
  - **Setbacks: Can Comply.** The setbacks on the plat reflect the R-3 zone setbacks and not the R-4 setbacks.
  - **Open Space: Can Comply.** The project is 6,514 square feet short on open space. The applicant has proposed fee in lieu of open space.
  
- **19.06, Landscaping – Can Comply**
  - **General Provisions. Can Comply.** The HOA landscape area is required to have an irrigation controller with a rain sensor and water conserving sprinkler heads. The plans do not indicate either requirement.
  - **Planting Standards & Design. Can Comply.**
    - The HOA landscape area does not contain the following minimum amount of trees and shrubs.
      - 5 deciduous trees
      - 13 shrubs
    - The HOA landscape are does not meet the following design criteria.
      - 25% of shrubs shall be 5 gal in size.
      - No more than 70% turf.
      - 50% of all trees and shrubs shall be drought tolerant.

- Shrub bed standards. No shrub beds are proposed.
- **19.09, Off Street Parking – Complies.**
- **19.11, Lighting – Complies.**
- **19.12, Subdivisions – Complies.**
- **19.13, Process – Complies.**

**H. Recommendation and Alternatives:**

Staff recommends that the City Council discuss the application, and choose from the following options.

**Option 1 – Approval**

“I move to **approve** the Madison Meadows Preliminary Plat with the findings and conditions in the staff report.”

**Findings**

1. The application is consistent with the General Plan, as articulated in Section “F” of the staff report, which section is incorporated by reference herein.
2. The application can comply with the criteria in section 19.04 of the Land Development Code, as articulated in Section “G” of the staff report, which section is incorporated by reference herein.

**Conditions:**

1. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit 1.
2. All conditions of the Real Estate Purchase Agreement and Development Agreement or equivalent, shall be met.
3. The setback detail of the plat shall be consistent with the requirements of the R-4 zone.
4. The developer will pay a fee in lieu of \$30629.69 for the remaining required open space.
5. The HOA landscape area will meet all irrigation requirements of section 19.06.
6. The HOA landscape area will meet the minimum amount of plants as identified in section 19.06.
7. The HOA landscape area will meet all requirements of Section 19.06.
8. A note shall be placed on the plat indicating the proximity of the lots to agricultural property in accordance with the City’s standard plat language.
9. A note shall be placed on the plat indicating the proximity of the lots to the future Mountain View Corridor in accordance with the City’s standard plat language.
10. The subdivision name shall be changed and cleared with the County.
11. All other code requirements shall be met.
12. Any other conditions or changes as articulated by the City Council:

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**Option 2 – Continuance**

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

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

**Option 3 – Denial**

The City Council may also choose to deny the application. “I move to **deny** the Madison Meadows Preliminary Plat with the Findings below:

1. The application is not consistent with the General Plan, as articulated by the City Council: \_\_\_\_\_, and/or,
2. The application is not consistent with Section [19.04] of the Code, as articulated by the City Council: \_\_\_\_\_.

**I. Exhibits:**

- |                              |               |
|------------------------------|---------------|
| 1. City Engineer’s Report    | (pages 6-7)   |
| 2. Location Map              | (page 8)      |
| 3. Preliminary Plat          | (pages 9-15)  |
| 4. Planning Review Checklist | (pages 16-22) |
| 5. PC Minutes 8/11/2016      | (pages 23-24) |

# City Council and Planning Commission Staff Report

**Author:** Gordon Miner, City Engineer  
**Subject:** Madison Meadows  
**Date:** August 4, 2016  
**Type of Item:** Preliminary Plat Approval



## Description:

**A. Topic:** The Applicant has submitted a preliminary plat application. Staff has reviewed the submittal and provides the following recommendations.

## B. Background:

*Applicant:* Sudweeks Construction  
*Request:* Preliminary Plat Approval  
*Location:* 700 W 400 N  
*Acreage:* 6.291 acres – 9 lots

**C. Recommendation:** Staff recommends the approval of preliminary plat subject to the following conditions:

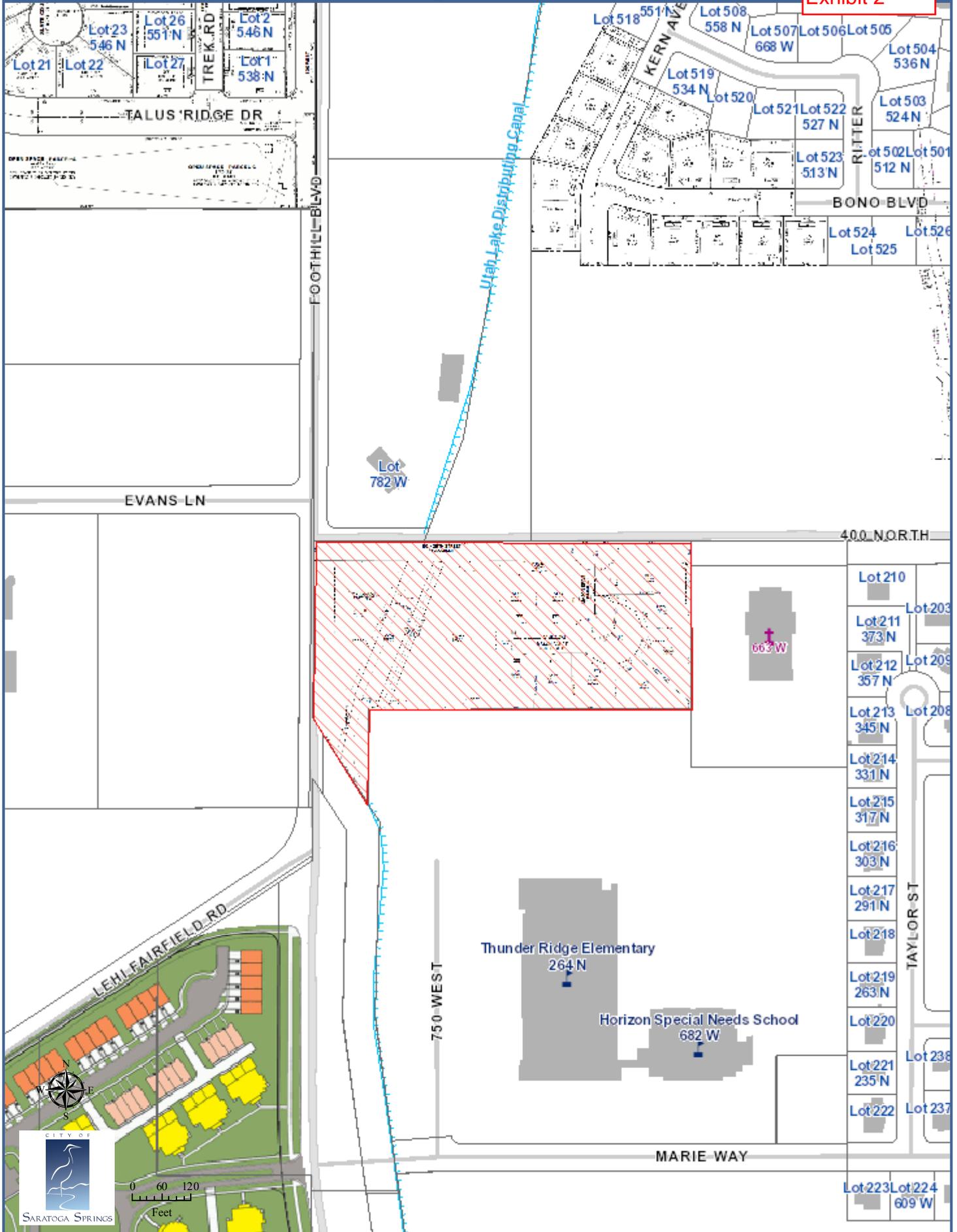
## D. Conditions:

- A. The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.
- B. Developer shall bury and/or relocate the power lines that are within this plat.
- C. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- D. Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.
- E. Developer shall provide plans for and complete all improvements within pedestrian corridors.
- F. Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

- G. All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.
- H. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- I. Project shall comply with all ADA standards and requirements.
- J. The required PUE's and setback shall be shown in plan view on the plat.

# Madison Meadows Location Map

Exhibit 2

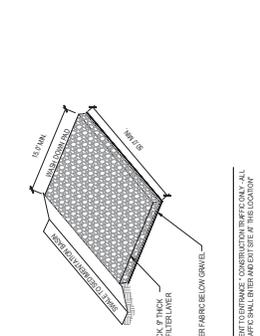




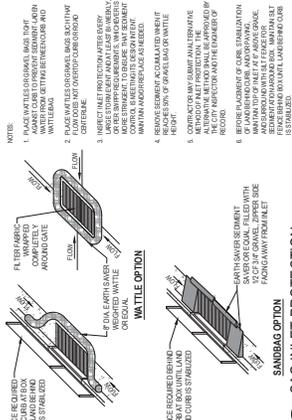




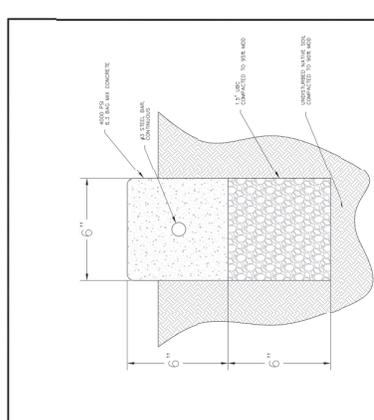




**4 STABILIZED CONSTRUCTION ENTRANCE**  
SCALE: NONE

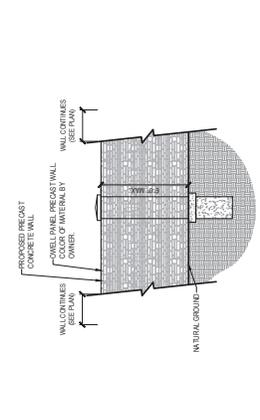


**7 SAG INLET PROTECTION**  
SCALE: NONE

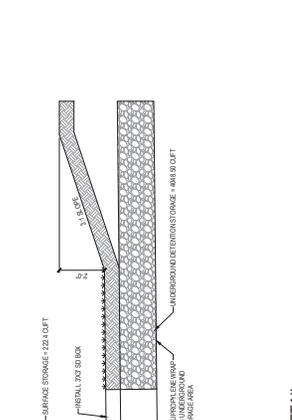


**CONCRETE MOW CURB**  
SCALE: NONE

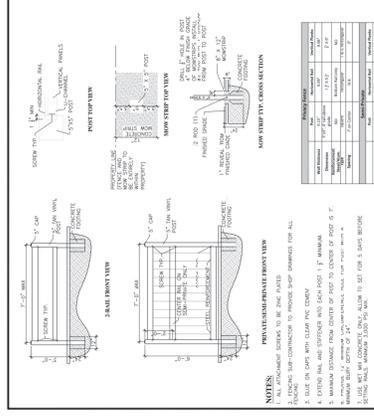
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4	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER
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6	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER
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19	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER
20	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER



**3 PRECAST CONCRETE FENCE**  
SCALE: NONE

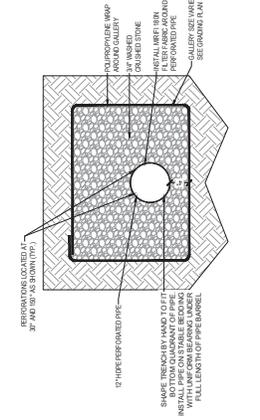


**6 DETENTION BASIN DETAIL**  
SCALE: NONE

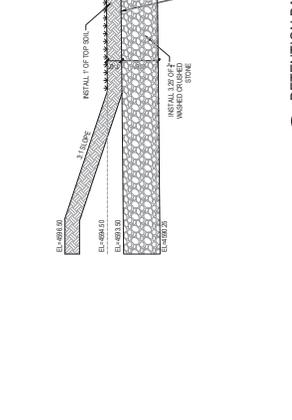


**VINYL FENCE WITH MOW STRIP**  
SCALE: NONE

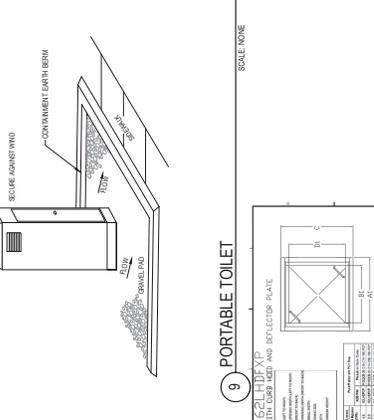
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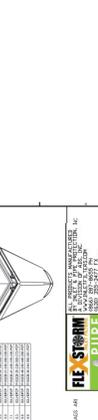
**2 PERFORATED PIPE DETAIL**  
SCALE: NONE



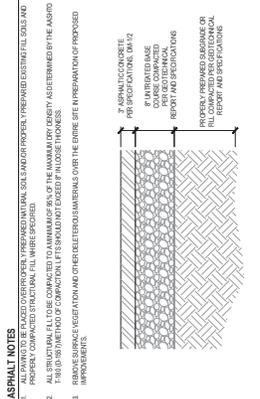
**1 STANDARD ASPHALT SECTION**  
SCALE: NONE



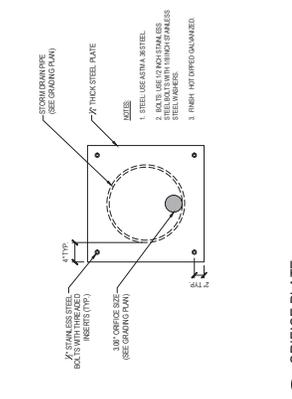
**5 ORIFICE PLATE**  
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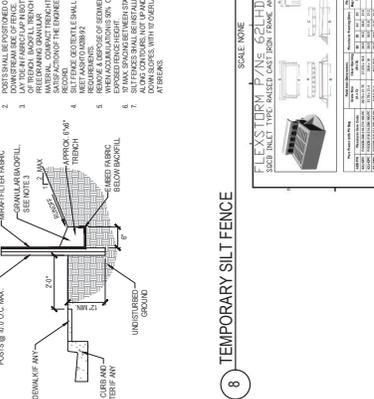
**8 TEMPORARY SILT FENCE**  
SCALE: NONE



**9 PORTABLE TOILET**  
SCALE: NONE



**8 TEMPORARY SILT FENCE**  
SCALE: NONE



**9 PORTABLE TOILET**  
SCALE: NONE

NO.	DESCRIPTION	DATE	BY	CHECKED BY
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19	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER
20	ISSUED FOR PERMITS	10/15/15	R. EIDER	R. EIDER



**SALT LAKE CITY**  
 45 W. 1000 S. SUITE 500  
 SALT LAKE CITY, UT 84119  
 Phone: 801.456.9329

**LAYTON**  
 Phone: 801.547.1100

**TOOELE**  
 Phone: 435.843.3590

**CEDAR CITY**  
 Phone: 435.850.1430

**SPRINGDALE**  
 Phone: 435.888.6383

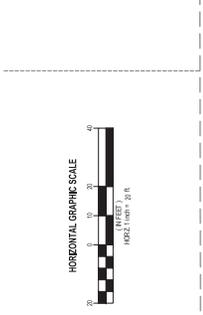
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**MADISON MEADOWS**  
 11500 WEST 400 NORTH  
 SARATOGA SPRINGS, UTAH

**LANDSCAPE PLAN**

DESIGNED BY: R. FORD  
 CHECKED BY: R. ELLER  
 DATE: 11/15/2011

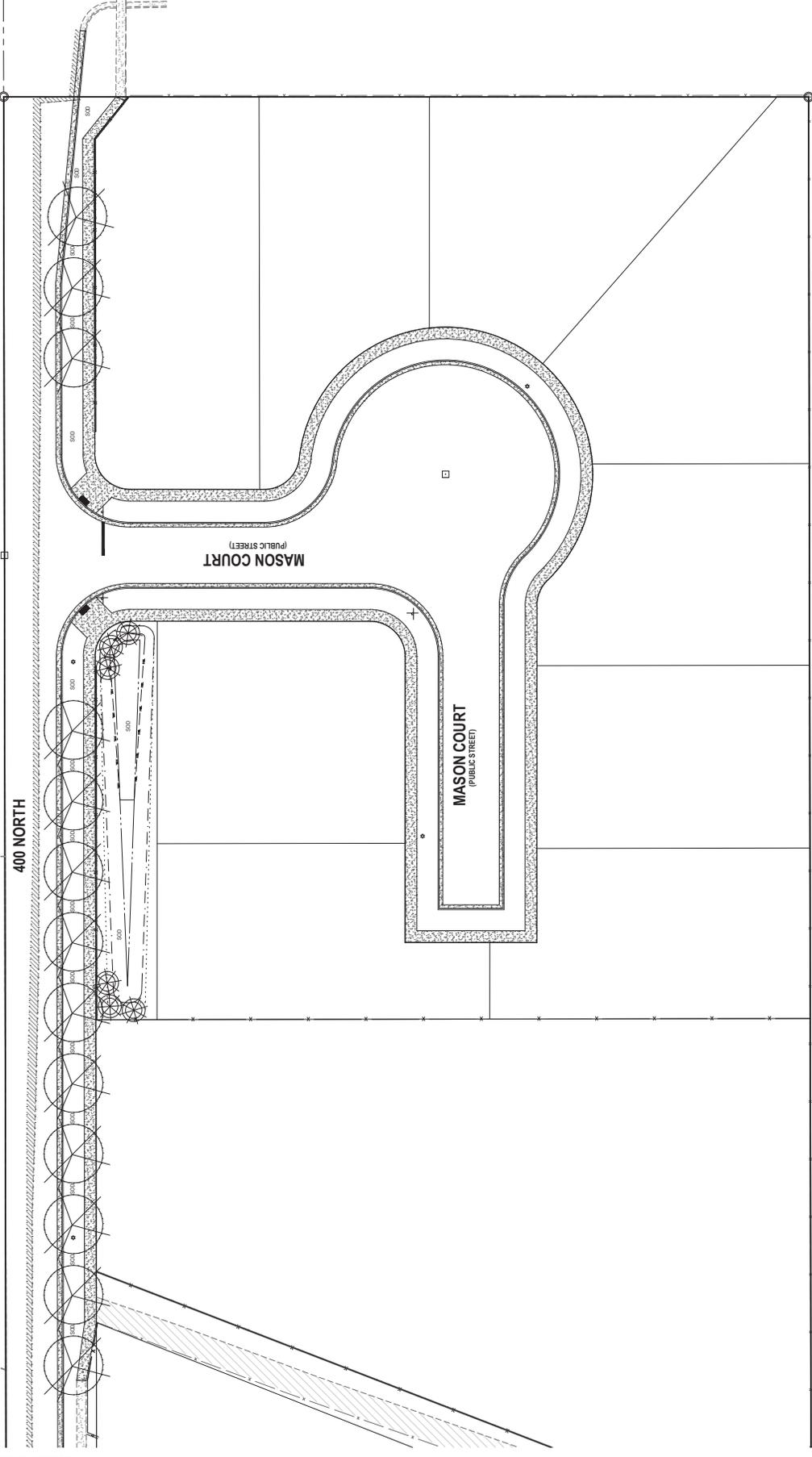
**L-100**



**Landscape**

Tree	Symbol	Common Name	Botanical Name	Plant Size
0		Spirea, Cotoneaster	Picea pungens	6" Min.
13		Redwood, Elm	Carolinian cypripedium	13" Cal.

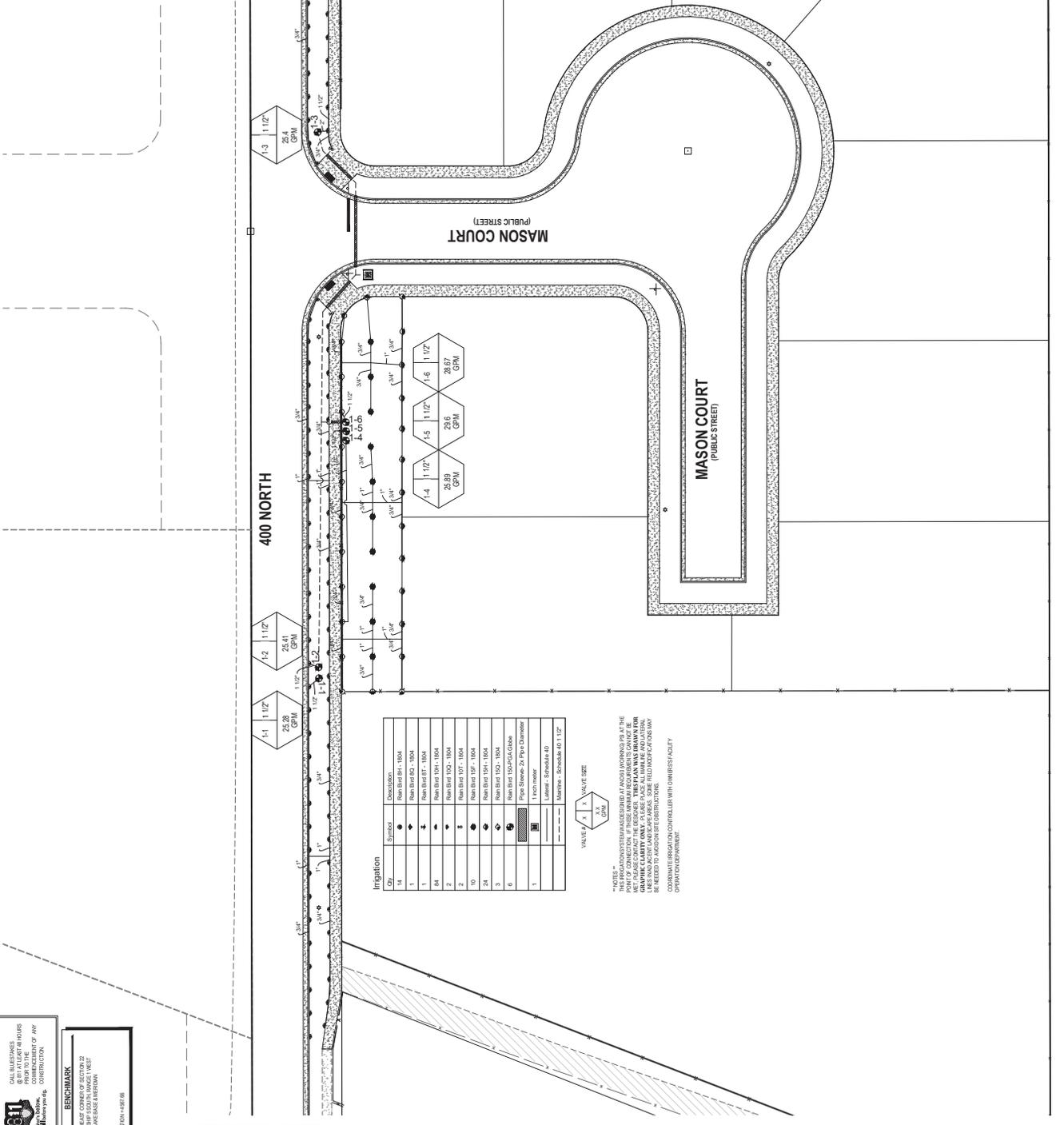
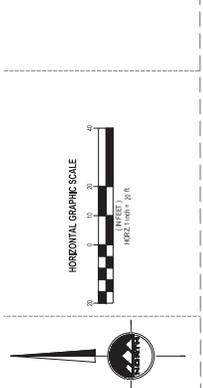
*Consulting Notes: All trees to be planted in the same soil as the existing trees. All trees to be planted in the same soil as the existing trees.*



EN SIGN ENGINEERING  
 45 W. 1000 S. SUITE 500  
 SALT LAKE CITY, UT 84119  
 CONSTRUCTION

**BENCHMARK**  
 50 FEET CORNER OF SECTION 22  
 T4N 36W 10E 1/4 SEC 22  
 SALT LAKE BASIN, IOWA  
 ELEVATION: 4252.68

SEE EXHIBITS FOR POINT AND CONTROL MARKINGS



**IRRIGATION**

Qty	Symbol	Description
14	◆	Main line 8" - 1004
1	◆	Main line 6" - 1004
1	◆	Main line 4" - 1004
84	◆	Main line 1.5" - 1004
2	◆	Main line 1.0" - 1004
10	◆	Main line 1.5" - 1004
24	◆	Main line 1.5" - 1004
3	◆	Main line 1.5" - 1004
6	◆	Main line 1.5" - 1004
1	◆	2" Pipe Stopcock 2.5" Pipe Diameter
1	◆	1 inch meter
1	◆	Valve - Standard 40"
1	◆	Valve - Standard 40" 1.12"

**NOTES:**  
1. ALL CONSTRUCTION SHALL BE ACCORDING TO UTAH ASSESSING ON THE POINT OF CONNECTION IF THESE MINIMUM REQUIREMENTS CANNOT BE MET, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CLARIFICATION. GRAPHIC CLARITY ONLY, PLEASE PLACE ALL MAIN AND LATERAL LINES WITHIN THE BOUNDARIES OF THE IRRIGATION PLAN. FIELD MODIFICATIONS MAY BE NEEDED TO ACCORD WITH SITE CONDITIONS.  
2. COORDINATE IRRIGATION CONTROLS WITH OWNER'S FACILITY OPERATOR REQUIREMENTS.

CALL ALL UTILITIES  
BEFORE ANY EXCAVATION OR  
CONSTRUCTION.  
CALL 800.475.4747

**BENCHMARK**  
SOUTHWEST CORNER OF SECTION 12  
TOWNSHIP 11N, RANGE 10W  
SALT LAKE BASIN, UTAH  
ELEVATION: 4952.66

SEE EXHIBITS P1, P2, AND P3 FOR NORTH MARKING POINTS



## APPLICATION REVIEW CHECKLIST

(8/20/2014 Format)

### Application Information

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<b>Date Received:</b>	July 18, 2016
<b>Date of Review:</b>	July 20, 2016
<b>Project Name:</b>	Madison Meadows
<b>Project Request / Type:</b>	Preliminary Plat
<b>Meeting Type:</b>	Public Hearing at Planning Commission
<b>Applicant:</b>	Brian Sudweeks
<b>Owner (if different):</b>	Sudweeks Construction
<b>Location:</b>	700 W 400 N
<b>Major Street Access:</b>	400 N
<b>Parcel Number(s) and size:</b>	34:504:0002 – 6.29 acres
<b>General Plan Designation:</b>	Low Density Residential
<b>Zone:</b>	R-4 (conditionally approved)
<b>Adjacent Zoning:</b>	R-3, A
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	Church, School, Agriculture
<b>Previous Meetings:</b>	5.26.16 PC – Rezone, 6.21.16 CC – Rezone
<b>Land Use Authority:</b>	City Council
<b>Type of Action:</b>	Administrative
<b>Future Routing:</b>	City Council
<b>Planner:</b>	Jamie Baron, Planner I

### Section 19.13 – Application Submittal

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- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: None

### Section 19.13.04 – Process

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- DRC: dates/comments
- UDC: dates/comments
- Neighborhood Meeting: if required dates/comments
- PC: Tentatively scheduled for August 11, 2016
- CC: Tentatively scheduled for September 6, 2016

### General Review

---

### **Building Department**

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

### **Fire Department**

- Width adequate for engine, minimum of 26 feet
- Turnarounds on cul-de-sacs and dead-ends more than 150' in length
- Fire hydrant locations, maximum separation of 500 feet for residential development and 300 feet for commercial development
- Cul-de-sac diameter, 96' drivable surface – use current Engineering detail
- Third party review required for sprinkler systems
- Dimension street and cul-de-sac widths on plat

### **GIS / Addressing**

- comments

### **Urban Design Committee – 19.14.04**

- Mechanical Equipment
- Windows
- Building Lighting
- Trash Enclosures, Storage Areas, and External Structures
- Exterior Materials
- Landscape Requirements
- Parking Lot and Street Lighting
- Design Standards
- Comments

### **Additional Recommendations:**

- 

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## **Code Review**

- 19.04, Land Use Zones
  - Zone R-4 (conditionally approved)
  - Use: Permitted – Single Family Residential
  - Density: 4 units per acres max. **Complies.** The subdivision is a total of 2.88 acres in size. After removing the sensitive lands (detention basin) from the base acreage, the subdivision is 2.789 acres with 9 lots, equaling 3.22 units per acre.

- Setbacks – The required setbacks are as follows: **Can Comply**. The rear setback is identified as 25’ and the sides as 8/20. The setbacks need to be drawn on the lots.
    - 25’ Front
    - 20’ Rear
    - 8’/16’ min/combined Side
    - 20’ Street Side
  - Lot Width: 70’ min. Complies. All lots are 70’ or wider at the front setback.
  - Lot Size: 9,000 square feet min. **Complies**. All lots are 9,000 square feet or larger.
  - Lot Coverage: 50% max. Will be reviewed at time of building permit.
  - Lot Frontage: 35’ min. **Complies**. Each lot has at least 35’ of street frontage.
  - Dwelling size: 1,250 square foot min. Will be reviewed at time of building permit.
  - Height: 35’ max. Will be reviewed at the time of building permit.
  - Open Space: 15% min open space (17,841.6 square feet). **Can Comply**. The subdivision is 6,514 square feet short on open space. The applicant is proposing fee in lieu for the remaining open space.
  - Sensitive Lands: Sensitive lands shall be placed in protected landscaping and removed from the base acreage and sensitive lands can count toward only 50% of the required open space. **Complies**. The detention basin (4,384 square feet) is the only sensitive lands and accounts for 23.22% of the required open space.
  - Trash: Each home will have a 2 car garage with a 20’ driveway.
- 19.05, Supplemental Regulations
    - Flood Plain: No building or lot shall be recorded within the FEMA Flood Plain. Complies. The property is not located in the flood plain.
    - Water & sewage: Will connect to City Infrastructure.
    - Transportation Master Plan: No building or lots where a future road is identified on the Transportation Master Plan. Complies. There are no conflicts with the Transportation Master Plan. Lot C is preserved as a future Mountain View Corridor parcel as the Transportation Master Plan locates it near the property.
    - Property access: All lots have access to a public street.
- 19.06, Landscaping and Fencing
    - General Provisions
      - Automated water-conserving irrigation systems, including water-conserving sprinkler heads and rain sensors, shall be required for all new landscaping in nonresidential development as well as for all irrigated open spaces that are held in common or in Homeowner's Association ownership in residential developments. **Can Comply**. The plans do not provide information on the irrigation controller and the sprinkler heads are not water-conserving.
    - Landscaping Plan: The landscaping plan contains all the required elements.
    - Planting Standards & Design
      - Required Trees. Required trees are subject to the following standards:
        - i. Deciduous Trees. All deciduous trees shall have a minimum trunk size of two (2) inches in caliper. **Complies**. All deciduous trees are identified as 3” caliper.

- ii. Evergreen Trees. All evergreen trees shall have a minimum size of 6 feet in height. **Complies.** All evergreen trees are identified as min of 6' in height.
    - iii. Tree Base Clearance. An area at the base of the tree a minimum of three feet in diameter shall be kept free of rock and turf. In parking lot islands and other narrow strips of landscaping where strips of turf two feet or less in width would otherwise occur, this clear area may be reduced to two feet in diameter. **Can Comply.** The plans do not provide any clarification of the planting of trees.
  - Shrubs. At least 25% of the required shrubs shall be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size. **Can Comply.** The plans do not contain any shrubs.
  - Turf. No landscaping shall be composed of more than seventy percent turf. **Can Comply.** The HOA landscaping is all turf.
  - Drought Tolerant Plants. Fifty percent of all trees and shrubs shall be required to be drought tolerant species. **Can Comply.** More information is needed to determine compliance.
  - Rock: rock may be utilized up to the maximum percentage specified in Section 19.06.07, subject to the following requirements:
    - a minimum of two separate colors, and a minimum of two different sizes shall be used;
    - rock shall provide contrasting color to pavement and other hard surfaces within the property, and all colors used shall be earth tones. **Complies.** No rock is proposed.
  - Planting and Shrub Beds. Planting and shrub beds may be used to satisfy up to the percentage of the total required landscaping as specified in Section 19.06.07. In addition to the required plants in the chart, planting and shrub beds must meet the following requirements: **Can Comply.** There are no plater beds proposed.
    - high-quality weed barrier is used;
    - high quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials are used, and materials must be heavy enough to not blow away in the wind;
    - edging is used to separate lawns from beds, and all areas except residential must use concrete edging for durability; and
    - drip lines are used for irrigation.
  - Artificial Turf. Artificial Turf is not permitted. **Complies.** No artificial turf is proposed.
- Amount
  - 5 deciduous trees min. **Can Comply.** There are no deciduous trees in the HOA landscaping.
  - 2 evergreen trees min. **Complies.** There are 6 evergreens on the plans.
  - 13 shrubs min. **Can Comply.** There are no shrubs in the HOA landscaping.
  - 0% min turf. **Complies.** The entire HOA landscaping area is turf.
  - 100% max shrub beds. **Complies.** There are no shrub beds.
- Additional Requirements
- Fencing & Screening



- 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 as measured from edge of the arterial right of way to the nearest edge of driveway surface placed on interior roads to avoid vehicles backing into the stacking area for the arterial and for public safety. **Complies.** The subdivision entrance does not intersect an arterial.
- Access:
  - Two separate means of vehicular access onto a collector or arterial road shall be required when the following threshold is met:
    - Whenever the total number of dwelling units served by a single means of access will exceed fifty. **Complies.** There are only 9 lots and one access.
- Driveways:
  - Single driveways in all other zones, and shared driveways in all zones, shall be constructed of concrete or asphalt. Will be reviewed at time of building permit.
- **Lot Design.** The following provisions apply to new lots:
  - All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that would make improvement impracticable due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.
  - 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.** Each of the lots have access in accordance with the regulations and standards of the City.
  - 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: **Complies.** There are no flag lots proposed.
    - For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots;
    - For subdivisions with 50 or less lots: no more than 7.5% of the total lots are allowed to be flag lots; and
    - For subdivision with more than 50 lots: no more than 5% of the total lots are allowed to be flag lots.
  - Side property lines shall be at approximately right angles to the street line or radial to the street line. **Complies.** The property lines are at approximate right angles.
  - Corner lots for residential use shall be platted ten percent larger than the required minimum lot size in each zone, not including any approved lot size reductions in order to facilitate conformance with the required street setback for both streets. **Complies.** All corner lots are 10% larger than the minimum required by the zone.
  - 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.** No remnants are left that do no serve a public purpose.
  - Double access lots are not permitted with the exception of corner lots. **Complies** there are no double access lots.

- Section 19.13, Process
  - Land Use Authority: City Council is the land use authority for preliminary plats.
  - Payment in Lieu of Open Space: The fee for the open space will be determined at City Council.
    - Payment in Lieu of Open Space Program. The City's Payment in Lieu of Open Space Program may be utilized for developments in the R-2, R-3, and R-4 zones, or any other development in any zone containing equal to or less than four units per acre. The percentage of open space that may be satisfied with a Payment in Lieu of Open Space shall be determined by the City Council taking into account the following: **Complies.** The project is in the R-4 zone, is adjacent to Neptune Park, and is a 9 lot subdivision.
      - The proximity of regional parks;
      - The size of the development;
      - The need of the residents of the proposed subdivision for open space amenities;
      - The density of the project;
      - Whether the Payment in Lieu furthers the intent of the General Plan; and
      - Whether the Payment in Lieu will result in providing open space and parks in more desirable areas.
    - Qualification for the Program. Developments that the developers or the planning staff believe would result in better projects and would meet the above described standards may qualify for the Payment in Lieu of Open Space Program. **Complies.** The staff supports a fee in lieu for this development. The City Council supported the Fee in Lieu during the Concept Review.
- 19.18, Signs – No signs proposed.
- 19.27, Addressing – Required for the Final Plat.
- Fiscal Impact
  - The trail will be dedicated to the City.
  - The maintenance cost for the trail is for snow removal and spraying the rock for weeds. The estimated yearly cost is \$700.00 - \$800.00
  - The City will maintain the trail after the end of the warranty period.

**City of Saratoga Springs  
Planning Commission Meeting  
August 11, 2016**

Regular Session held at the City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

**Minutes**

**Present:**

Commission Members: Kirk Wilkins, Sandra Steele Participated via Phone, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Sarah Carroll, Senior Planner; Kara Knighton, Planner I; Jamie Baron, Planner I; Kayla Moss, Deputy City Recorder; Owen Jackson, Public Relations and Economic Development Director; Spencer Kyle, Assistant City Manager

**Excused:**

**Call to Order - 6:30 p.m.** by Chairman Kirk Wilkins

- 1. **Pledge of Allegiance** - led by Commissioner MacKay
- 2. **Roll Call** – A quorum was present
- 3. **Public Input**

**Public Input Open** by Chairman Kirk Wilkins

No input was given.

**Public Input Closed** by Chairman Kirk Wilkins

**4. Public Hearing: Madison Meadows Preliminary Plat, located at approximately 700 W 400 N, Brian Sudweeks, applicant.**

Planner Baron advised that there are nine lots on 400 North that are being considered on this plat. The application does comply with the current code. This is located near Thunder Ridge Elementary School and Neptune Park. He reviewed the plat with the Planning Commission. The landscaping requirement is 15% of the total area, they are only proposing 9%. The developer will pay a fee in lieu for the remaining 6%.

Commission Chair Wilkins opened the Public Hearing at 6:36 p.m. There were no comments so the public hearing was closed.

Commissioner Funk mentioned that the line between lots 203 and 204 doesn't go all the way to the corner. The line between lots 207 and 208 he doesn't line up to the street so it creates an odd lot.

Commissioner Kilgore mentioned that R-4 setbacks are larger than R-3 setbacks. The developer is still using the R-4 setbacks in the R-3 zone.

Planning Director Gabryszak advised that they can have the larger setbacks if they choose to do so. Anyone who buys it will just have to use the larger setbacks.

Commissioner Kilgore mentioned a chain-link fence that is also on the plat. He wondered if that would be changed in the future.

Planner Baron advised that was installed by the school and it has not been requested to be changed.

Commissioner Wilkins asked the Planning Staff to clarify the use of "can comply" in a number of places.

Planning Director Gabryszak advised that the developer is working with the City and they comply with most things already. This allows them to submit things as they go to comply with everything that is required. They are hoping to have a resubmittal of this plat before it goes to Council.

City Manager Christensen mentioned that the triangular piece of land on this plat, which will be discussed during the next item, is an important thing to have approved for the City's water flow.

**Motion made by Commissioner Williamson to forward a recommendation for approval of the Madison Meadows Preliminary Plat, located at approximately 700 W 400 N based on the findings and conditions in the staff report. Seconded by Commissioner Kilgore. Aye: Brandon MacKay, Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 7 - 0.**

**5. Public Hearing: 400 N Utah Lake Distribution Canal Pump Station, City Initiated.**

Planner Baron reviewed the location of the station being proposed. For public utilities parking is left up to the Planning Commission. There are no requirements for parking but the City is proposing that there should be one parking spot for the trucks that will go there to service the pump station. He also reviewed the landscaping requirements. The City is going to ask for a reduction of the requirements based on the use of the site. The City staff recommends a positive recommendation on what is being proposed.

Commission Chair Wilkins opened the Public Hearing at 6:51 p.m. There were no comments so the Public Hearing was closed.

Commissioner Kilgore advised that his house happens to be by a pump station. He mentioned that there can be up to two trucks at the pump at a time. He wondered if the site could accommodate two trucks.

Planner Baron advised that two trucks can be stacked in the one parking space.

City Manager Christensen advised that they are trying to move this forward as soon as possible. This is needed for next year's irrigation season. It is under design that is about 40% complete. They are hoping to get approval ahead of time so that they can get this going as soon as possible.

Commissioner Funk has concerns about the grass area. There is a portion that doesn't have any grass and none along lots 207 and 208. He is worried about weeds growing in those areas.

City Manager Christensen advised that the developer is going to install a rock wall for privacy so the residents should not be disrupted by that.

Commissioner Funk is still concerned that there will not be any grass along the sidewalk. He would like to see grass in that area.

The Planning Commission was in consensus that the parking is adequate for the site.

Commissioner Kilgore is okay with the landscaping.

Commissioner Cunningham would also like to see grass along the sidewalk area.

Commissioner Williamson thinks that this should be held to the same standard that a residential area has. He doesn't think letting it grow naturally would be achieving that standard.

Chairman Wilkins clarified that they City will not want people on this property. He is okay with the proposed landscaping.



**Site Plan and Conditional Use Permit  
400 N ULD Pump Station  
Tuesday, September 6, 2016  
Public Meeting**

Report Date:	Tuesday, August 30, 2016
Applicant:	City Initiated
Owner:	Sudweeks Construction/ under contract by City?
Location:	~700 West 400 North
Major Street Access:	400 North
Parcel Number(s) & Size:	34:504:0002, 6.287 acres
Parcel Zoning:	R-4 (conditional)
Adjacent Zoning:	Low Density Residential, Agricultural
Current Use of Parcel:	Agriculture, undeveloped
Adjacent Uses:	Single family residential, elementary school, agricultural
Previous Meetings:	PC & CC – 2011 – Minor Subdivision 5/26/16 PC – 6/21/16 CC – Rezone of Mountain View Estates II 8/11/16 PC – Sight Plan and CUP
Previous Approvals:	Minor Subdivision for “Alpine School District – West Saratoga Springs” approved by CC on 7/5/2011 Rezone of Mountain View Estates II from A to R-4 approved by CC on 6/21/2016
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Author:	Jamie Baron, Planner I

**A. Executive Summary:**

The applicant is requesting Site Plan and Conditional Use Permit (CUP) approval for the purposed of constructing a secondary irrigation pond and pump station on 1.156 acres located at approximately 700 West 400 North.

**Recommendation:**

**Staff recommends that the City Council review and discuss the proposal, and choose from the options in Section “H” of this report.** Options include approval, denial, or continuing the application to a later meeting.

- B. Background:** On June 21, 2016, the City Council approved the rezone of the property from A, Agricultural, to R-4, Low Density Residential, for the purpose of developing a 9 lot subdivision and subdividing the remaining property to create a parcel for the City to build a secondary irrigation pond and pump station.

On August 11, 2016 the Planning Commission forwarded a positive recommendation.

The City is currently working with the Developer to purchase the property in order to build the pond and pump station.

The Site Plan and CUP is required per title 19. With the approval of the Site Plan and CUP, the City will be able to bid out and select a contractor to build the pond and pump station.

- C. Specific Request:** The applicant is requesting Site Plan and CUP approval for the 400 North Utah Lake Distributing Pump Station; a City owned secondary irrigation pond and pump station on 1.156 acres in the R-4 zone.

**D. Process:**

Section 19.13.04 indicates that site plans require a public hearing at the Planning Commission and that the City Council is the land use authority.

Section 19.15.02 states that all new Conditional Use Permits are required to be accompanied by a Site Plan application.

Section 19.15.03 indicates that new Conditional Use Permits require a public hearing at the Planning Commission and that the City Council is the land use authority.

- E. Community Review:** The application has been noticed as a public hearing in the *Daily Herald*, City website, and Utah Public Notice Website, and mailed notices have been sent to all property owners within 300 feet of the subject property at least 10 days prior to this meeting. The City has not received any public input as of the time of the completion of this report.

On August 11, 2016 the Planning Commission held a public hearing and received no public input.

- F. General Plan:** The Land Use Element of the General Plan designates the subject property for Low Density Residential use. 19.04.14 states “The purpose of the Low Density (R-4) Land Use Zone is to allow for the establishment of single family neighborhoods on medium-sized lots that are characteristic of traditional suburban residential neighborhoods. Residential densities in this zone are limited to minimum lot size requirements and shall not exceed four ERUs per acre.”

The General Plan describes states “The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City’s urban standards, single-family detached dwellings and open spaces.” The General Plan also states “The Low Density Residential designation is expected to be the City’s most prevalent land-use designation. In this land use designation, it is estimated that a typical acre of land may contain 3 dwelling units.”

**Staff conclusion:** *Consistent. The application is for a public utility which is permitted as a Conditional Use in all land use zones. This use would be allowed in the designation of the General Plan.*

**G. Code Criteria:**

The compliance of the application to Title 19 is outlined below. See the attached Planning Review Checklist for a full analysis.

- **19.04, Land Use Zones – Complies.**
- **19.05, Supplemental Regulations – Complies.**
- **19.06, Landscaping – Can Comply.** The plans do not include a landscaping plan.
- **19.09, Parking – Can Comply.** The parking requirements shall be determined by the Planning Commission.
- **19.12, Subdivision – Complies.** The creation of the lot is included in the Madison Meadows subdivision application.
- **19.13, Process – Complies.**
- **19.14, Site Plan – Can Comply.** Screening will be required between the site and the residential lots to the east. The developer is working with the City to install a concrete wall.
- **19.15, Conditional Use – Complies.** The application complies to the standards of this section, however, this section permits the City Council to make additional conditions for the purpose of Safety, Health and Sanitation, Environmental Concerns, and Compliance with the General Plan and Neighborhood. The guidelines for additional conditions is outlined below:
  - **Safety**
    - Building elevations and grading plans which will prevent or minimize flood water damage, where property may be subject to flooding.
    - The relocation, covering, or fencing, of irrigations ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.
    - Increased setback distances from lot liens where the planning Commission determines it to be necessary to ensure the public safety and to ensure compatibility with intended characteristics of the zone.

- Appropriate design, construction. And location of structures, buildings, and facilities in relation to any earthquake fault which may exist on the property and limitations and restrictions on the use and location of uses due to special site conditions, including geologically hazardous areas, flood plains, fault zones, and landslides areas.
- Limitations and control of the number, location, color, size height, lighting, and landscaping of outdoor advertising signs and structures in relations to the creation of traffic hazards and appearance and harmony with adjacent development.
- Plans for the locations, arrangement, and dimensions of truck loading and unloading facilities. – The plan indicates an access easement for access and the parking of truck that will conduct maintenance of the tower.
- Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants, and street lighting.
- Health & Sanitation
  - A guarantee of sufficient culinary water to serve the intended land use and a water delivery system meeting standards adopted by the City.
  - A Wastewater disposal system and a solid waste disposal system meeting standards adopted by the land use authority.
  - Construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the vicinity and to provide for an orderly development of land.
- Environmental Concerns
  - Limitations and restrictions on the use and location of uses in sensitive lands.
  - Processes for: the control, elimination, or prevention of land, water, or air pollution; the prevention of soil erosion; and control of objectionable odors and noise.
  - The planting of ground cover or other surfacing to prevent dust and erosion.
  - Restructuring of the land and planting of the same as directed by the Planning Commission when the Conditional Use involves cutting or filling the land, and where such land would be adversely affected if not restructured.
- Compliance with GP and Neighborhood
  - The removal of structures, debris, or plant materials incompatible with the intended characteristics of the zone outlined in this Title.

- The screening of yards or other areas as protection from obnoxious land uses and activities.
- Landscaping to ensure compatibility with the intended characteristics of the zone as outlined in this Title.
- Limitations or controls on the location, heights, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, or to conceal storage areas, utility installations, or unsightly development.
- The relocation of proposed or existing structures as necessary to provide for future streets on the Transportation Master Plan of Saratoga Springs, adequate sight distance for general safety, groundwater control, or similar problems.
- Provision for, or construction of, recreational facilities necessary to satisfy needs of the Conditional Use.
- Population density and intensity of land use limitations where land capability or vicinity relationships make it appropriate to do so to protect health, safety, and welfare.
- Other improvements which serve the property in question and which may compensate, in part or whole, for possible adverse impacts to the zone from the proposed Conditional Use.

**H. Recommendation and Alternatives:**

Staff recommends that the City Council discuss the application, and choose from the following options.

**Option 1 – Approval**

“I move to **approve** the 400 N ULD Pump Station Site Plan and CUP with the findings and conditions in the staff report:”

**Findings**

1. The application is consistent with the General Plan, as articulated in Section “F” of the staff report, which section is incorporated by reference herein.
2. The application can comply with the criteria in section 19.04 of the Land Development Code, as articulated in Section “G” of the staff report, which section is incorporated by reference herein.

**Conditions:**

1. All conditions of the City Engineer shall be met.
2. All conditions of the Real Estate Purchase Agreement and Development Agreement or equivalent, shall be met.

3. The subdivision plat shall be recorded prior to the issuing of a building permit.
4. The Site Plan shall meet all landscaping requirements in 19.06
5. The site shall be required to meet the parking requirements as determined by the Planning Commission: 2 tandem parking spaces.
6. All public utilities for the site shall be underground.
7. All driveways shall be constructed of concrete or asphalt.
8. Screening between the parcel and the adjacent residents shall be provided in accordance with section 19.14.
9. All other code requirements shall be met.
10. Any other conditions or changes as articulated by the Planning Commission: Grass shall be installed along the entire length of the lot, where next to the sidewalk.
11. Any other conditions or changes as articulated by the City Council:

\_\_\_\_\_

\_\_\_\_\_.

**Option 2 – Continuance**

The City Council may also choose to continue the item. “I move to **continue** the 400 N ULD Pump Station Site Plan and CUP to another meeting on [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

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

**Option 3 – Denial**

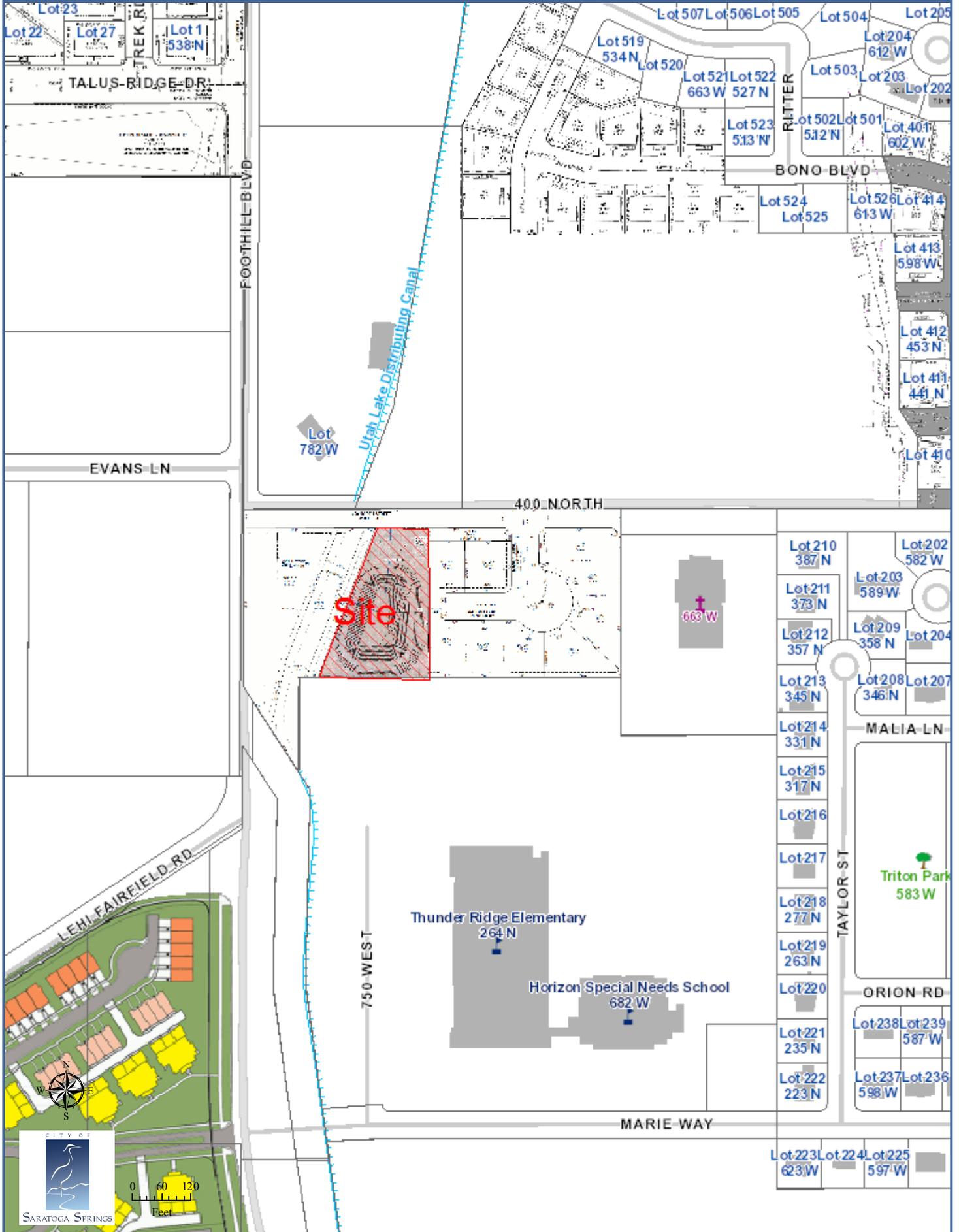
The City Council may also choose to deny the application. “I move to **deny** the 400 N ULD Pump Station Site Plan and CUP with the Findings below:

1. The application is not consistent with the General Plan, as articulated by the City Council: \_\_\_\_\_, and/or,
2. The application is not consistent with Section [19.04] of the Code, as articulated by the City Council: \_\_\_\_\_.

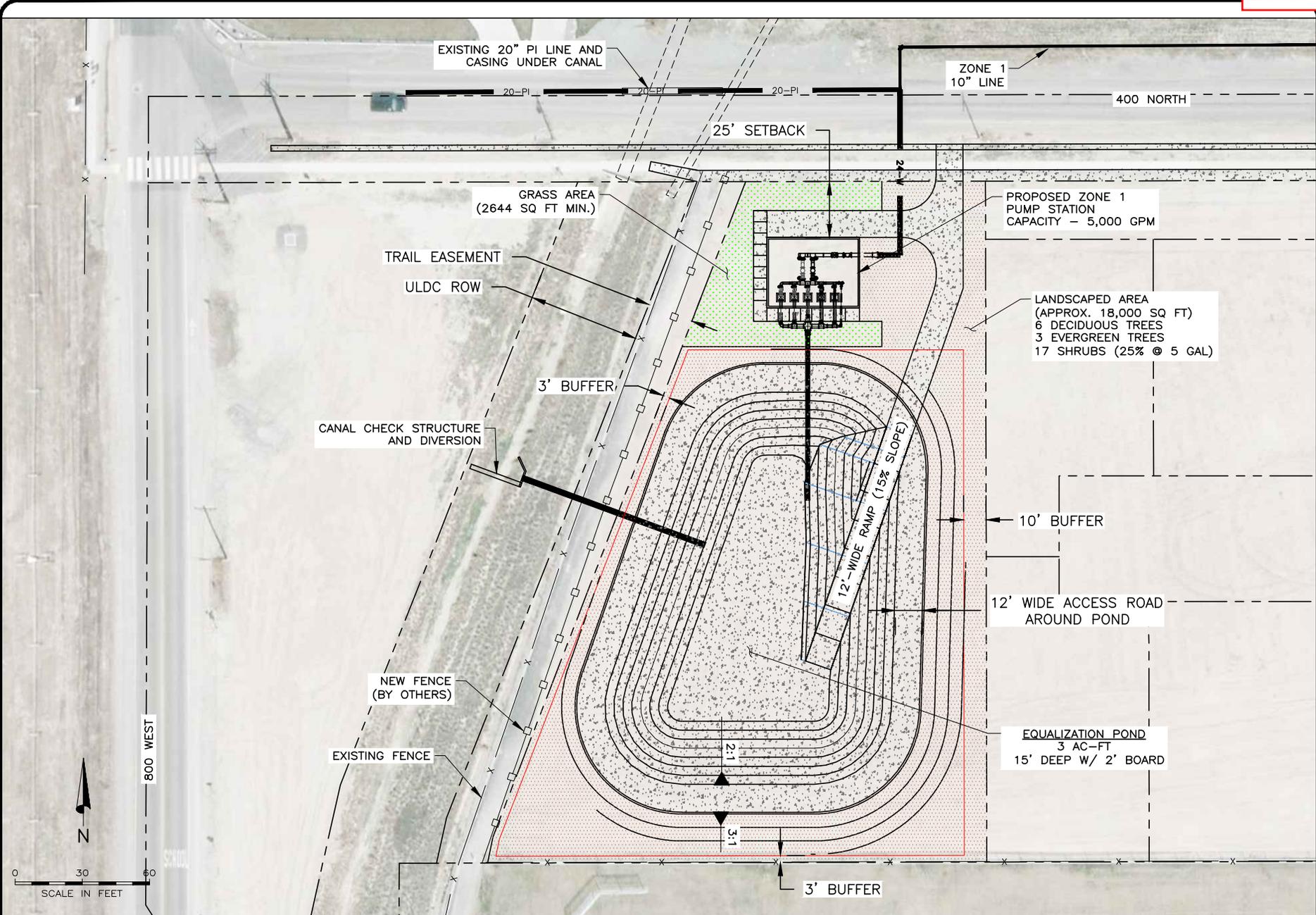
**I. Exhibits:**

- |                              |               |
|------------------------------|---------------|
| 1. Location and Zone Map     | (page 7)      |
| 2. Site Plan                 | (page 8)      |
| 3. Planning Review Checklist | (pages 9-15)  |
| 4. PC Minutes 8/11/2016      | (pages 16-17) |

# 400 N ULD Pump Station Location Map



10:07 FILE NAME:PROJECTS\360 - SARATOGA SPRINGS CITY\06.100 - ULDC PUMP STATION AND WATERLINE\CAD\WORKING\ULDC BASE DRAWING.DWG FILE DATE: 8.3.2016 12:22:12 (JEB)



CITY OF SARATOGA SPRINGS  
 PROPOSED ULDC POND & PUMP STATION

FIGURE  
 1



## APPLICATION REVIEW CHECKLIST

(8/20/2014 Format)

### Application Information

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<b>Date Received:</b>	July 21, 2016
<b>Date of Review:</b>	July 28, 2016
<b>Project Name:</b>	400 N ULD Pump Station
<b>Project Request / Type:</b>	Site Plan and Conditional Use Permit
<b>Meeting Type:</b>	Public Hearing at Planning Commission
<b>Applicant:</b>	City Initiated
<b>Owner (if different):</b>	Brian Sudweeks Construction
<b>Location:</b>	~700 W 400 N
<b>Major Street Access:</b>	400 N
<b>Parcel Number(s) and size:</b>	34:504:0002 – 6.29 acres
<b>General Plan Designation:</b>	Low Density Residential
<b>Zone:</b>	R-4
<b>Adjacent Zoning:</b>	R-3, A
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	Church, School, Agriculture
<b>Previous Meetings:</b>	5.26.16 PC – Rezone, 6.21.16 CC – Rezone
<b>Land Use Authority:</b>	City Council
<b>Type of Action:</b>	Administrative
<b>Future Routing:</b>	City Council
<b>Planner:</b>	Jamie Baron, Planner I

### Section 19.13 – Application Submittal

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- Application Complete: Y
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: None

### Section 19.13.04 – Process

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- DRC: N/A
- UDC: N/A
- Neighborhood Meeting: N/A
- PC: Scheduled for August 11, 2016
- CC: Tentatively scheduled for September 6, 2016

### General Review

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### Building Department

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

### Fire Department

- Width adequate for engine, minimum of 26 feet
- Turnarounds on cul-de-sacs and dead-ends more than 150' in length
- Fire hydrant locations, maximum separation of 500 feet for residential development and 300 feet for commercial development
- Cul-de-sac diameter, 96' drivable surface – use current Engineering detail
- Third party review required for sprinkler systems
- Dimension street and cul-de-sac widths on plat

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## Code Review

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- 19.04, Land Use Zones
  - Zone: R-4
  - Use: Public Utility, Conditional Use
  - Density: N/A
  - Setbacks: **Complies.** The pump house meets the required setbacks of
    - 25' front
    - 20' Rear
    - 8'/16' sides
  - Lot width: 70' minimum. **Complies.** The lot is 107.3' in width.
  - Lot size: 1 acre minimum for non-residential uses. Complies the parcel is 1.156 acres in size.
  - Lot coverage: 50% max. **Complies.** The proposed pump house is approximately 1,200 square feet in size equaling a 2.4% coverage.
  - Height: 35' Max. **Can Comply.** Elevations and height have not been provided. The pump house will not exceed 35' in height.
  - Open Space / Landscaping:
    - 15% required – N/A, Open space is not required for a Public Utility site.
    - This Site will be serving nearby residents and park space has or will be provided within the nearby developments. The proposed plans indicate 35.7% of the site will be landscaped. Landscaping is reviewed later in this report.
  - Sensitive Lands: Shall be located in protective landscaping. Complies. There are no sensitive lands on site.
  - Trash: N/A

- 19.05, Supplemental Regulations
  - Flood Plain: No building or lots in the flood plain. Complies. The site is not located in the flood plain.
  - Water & sewage: The site is a secondary pond site and will improve the irrigation system. No connections are required to service the site.
  - Transportation Master Plan: No structure or lot that conflicts with a future planned roads. Complies. There are no conflicts with the transportation master plan.
  - Property access: The site has access to a public street.
  
- 19.06, Landscaping and Fencing
  - General Provisions
  - Landscaping Plan: A full landscaping plan is required.
  - Planting Standards & Design
    - The following are planting standards for required landscaping that shall be followed for all new development, with all caliper sizes measured no less than 12 inches above the root ball: **Can Comply**. More information needed.
      - Required Trees. Required trees are subject to the following standards:
        - i. Deciduous Trees. All deciduous trees shall have a minimum trunk size of two (2) inches in caliper.
        - ii. Evergreen Trees. All evergreen trees shall have a minimum size of 6 feet in height.
        - iii. Tree Base Clearance. An area at the base of the tree a minimum of three feet in diameter shall be kept free of rock and turf. In parking lot islands and other narrow strips of landscaping where strips of turf two feet or less in width would otherwise occur, this clear area may be reduced to two feet in diameter.
    - Shrubs. At least 25% of the required shrubs shall be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size. **Complies**. The plans indicate the requirement for 25% of the shrubs to be 5gal in size.
    - Turf. No landscaping shall be composed of more than seventy percent turf. Complies. The plan shows 15% of the entire landscaping is turf.
    - Drought Tolerant Plants. Fifty percent of all trees and shrubs shall be required to be drought tolerant species. **Can Comply**. More information is needed.
    - Rock: rock may be utilized up to the maximum percentage specified in Section 19.06.07, subject to the following requirements: **Can Comply**. More information is needed.
      - a minimum of two separate colors, and a minimum of two different sizes shall be used;
      - rock shall provide contrasting color to pavement and other hard surfaces within the property, and all colors used shall be earth tones.
    - Planting and Shrub Beds. Planting and shrub beds may be used to satisfy up to the percentage of the total required landscaping as specified in Section 19.06.07. In addition to the required plants in the chart, planting and shrub beds must meet the following requirements: **Can Comply**. More information is needed.
      - high-quality weed barrier is used;

- high quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials are used, and materials must be heavy enough to not blow away in the wind;
      - edging is used to separate lawns from beds, and all areas except residential must use concrete edging for durability; and
      - drip lines are used for irrigation.
    - Artificial Turf. Artificial Turf is not permitted.
  - Amount: **Complies**. The plan indicates the minimum amount of landscaping. The plan indicates 15% of the total landscaping as turf, however, the turf area of 2,644 square feet is 35% of the required landscaping (7,550.4 square feet).
    - 6 deciduous trees
    - 3 evergreen trees
    - 17 shrubs
    - 35% min of turf.
  - Fencing & Screening: The site will have a Rod Iron fence that surrounds the sight. The residential developer is working with the City to install a precast concrete wall on the east property line of the site.
  - Clear Sight Triangle: No landscaping or fencing over 3' in height in clear sight triangles. **Can Comply**. More information is needed.
- 19.09, Off Street Parking: The parking requirements shall be determined by the Planning Commission.
  - 19.11, Lighting: No lighting is proposed.
  - 19.12, Subdivisions: The parcel is being created with the Madison Meadows Subdivision
  - Section 19.13, Process
    - Land Use Authority: City Council
  - 19.14, Site Plans
    - Private Utility: Site Plan Required per Conditional Use. **Complies**. A complete site plan application has been submitted.
    - Development Standards: All utilities for the site shall be underground. **Can Comply**. More information is needed.
    - Maps and Drawings Required – Can **Comply**. More drawings are required.
  - 19.15, Conditional Use Permit
    - Required accompanying data – Site Plan application required to accompany the Conditional Use Permit application. **Complies**. The applicant has submitted a complete Site Plan Application.
    - General standards
      - Siting
        - Adequacy of the site to accommodate the use. – The parcel was created based on the need for the pond. The size of the parcel was determined by the City and provided to the subdivision developer.

- Location and screening of all outdoor activities – The Site does not have any outdoor activities. The site consist of a small pump house that will contain the access to infrastructure and a pond that will be shielded by the berming of the pond and the landscaping. There will be a Concrete wall between the site and the adjacent residential properties.
- The relation of the proposed use to adjoining building in regards to light, air, and noise. – The pond will not create an adverse noise issue.
- Location and character of displayed goods and services. – There are no displayed goods or services.
- Size, nature, and lighting of any signs. – There are no signs proposed.
- Traffic – The use does not created additional traffic.
- Compatibility
  - Number of customers or uses and the suitability of the use with surrounding uses. – There are no customers.
  - Hours of operation. – There are no hours of operation. This is a secondary water utility site.
  - Provisions for the control of off-site effects such as noise, dust, odors, light, glare, etc.
  - Protection of the public against any special hazards.
  - Duration of the proposed use. – The proposed use is permanent.
  - Public convenience and necessity. – The pond will improve the current secondary water infrastructure that is required to service the city.
- Standards
  - The use will not be detrimental to the health, safety, or general welfare of the public in the area or injurious to property or improvements of the vicinity.
  - The use will be consistent with the intent of the land use ordinance and comply with the regulation and conditions specified in the land use ordinance for the use. – The General Plan identifies this area as Low Density Residential. The proposed use is a conditional use within residential areas. The current zoning is R-4. The location of the site on the parcel **complies** with the zoning ordinance.
  - The use will be consistent with the character and purposes stated for the land use zone involved and with the adopted Land Use element of the General Plan. – The use is a Conditional Use in both the current zone and the future land use designation.
  - The use will not result in a situation which is cost ineffective, administratively infeasible, or unduly difficult to provide essential services by the City, including roads and access for emergency vehicles and residents, fire protection, police protection. Schools and busing, water, sewer, storm drainage, and garbage removal – The proposed use does not present any of the aforementioned situations.
  - The proposed use will conform to the intent of the City of Saratoga Springs General Plan. – The use is a Conditional Use in all zones.
- Additional conditions
  - Additional parking – There is no parking required for this site.
  - Water, sewer, and garbage facilities. – This use will improve the secondary water infrastructure.

- Landscape screening to protect neighboring properties. – **Complies.** There will be a precast concrete wall between the site and the adjacent residential properties.
  - Requirements for the management and maintenance of the facilities
  - Changes in layout or location of uses on the lot. – The layout may be required to be changed by the Planning Commission or City Council.
- Optional conditions
- Safety
    - Building elevations and grading plans which will prevent or minimize flood water damage, where property may be subject to flooding. – Not in a flood zone or wet land.
    - The relocation, covering, or fencing, of irrigations ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property. – **Complies.** The proposed use does not include any of the aforementioned potential attractive nuisances.
    - Increased setback distances from lot liens where the planning Commission determines it to be necessary to ensure the public safety and to ensure compatibility with intended characteristics of the zone. – The planning Commission may require additional setbacks.
    - Appropriate design, construction. And location of structures, buildings, and facilities in relation to any earthquake fault which may exist on the property and limitations and restrictions on the use and location of uses due to special site conditions, including geologically hazardous areas, flood plains, fault zones, and landslides areas. – The site is not within a wetland or flood plain. The building department may require additional construction standards based on soil and other site specific issues.
    - Limitations and control of the number, location, color, size height, lighting, and landscaping of outdoor advertising signs and structures in relations to the creation of traffic hazards and appearance and harmony with adjacent development. – There are no signs proposed.
    - Plans for the locations, arrangement, and dimensions of truck loading and unloading facilities. – The plan indicates a drive access to the site that is specific to the needs of servicing the pond and the pump house.
    - Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants, and street lighting. – The right of way improvements will be done by the residential developer. The site drive access will not conflict with any fire hydrants.
  - Health & Sanitation
    - A guarantee of sufficient culinary water to serve the intended land use and a water delivery system meeting standards adopted by the City. – This proposed use does not require culinary water services.
    - A Wastewater disposal system and a solid waste disposal system meeting standards adopted by the land use authority. The proposed use does not require sewer services.
    - Construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the vicinity and to provide for an orderly development of land. – The project will increase the service to the secondary water infrastructure.
  - Environmental Concerns
    - Limitations and restrictions on the use and location of uses in sensitive lands.

- Processes for: the control, elimination, or prevention of land, water, or air pollution; the prevention of soil erosion; and control of objectionable odors and noise.
- The planting of ground cover or other surfacing to prevent dust and erosion.
- Restructuring of the land and planting of the same as directed by the Planning Commission when the Conditional Use involves cutting or filling the land, and where such land would be adversely affected if not restructured.
- Compliance with GP and Neighborhood
  - The removal of structures, debris, or plant materials incompatible with the intended characteristics of the zone outlined in this Title. – There is no removal of the aforementioned items required for conformability.
  - The screening of yards or other areas as protection from obnoxious land uses and activities.
  - Landscaping to ensure compatibility with the intended characteristics of the zone as outlined in this Title. – There site will comply with the landscaping requirements of the zone.
  - Limitations or controls on the location, heights, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, or to conceal storage areas, utility installations, or unsightly development.
  - The relocation of proposed or existing structures as necessary to provide for future streets on the Transportation Master Plan of Saratoga Springs, adequate sight distance for general safety, groundwater control, or similar problems. – There are no conflicts with the Transportation Master Plan.
  - Provision for, or construction of, recreational facilities necessary to satisfy needs of the Conditional Use. – There are no recreational needs for the proposed use.
  - Population density and intensity of land use limitations where land capability or vicinity relationships make it appropriate to do so to protect health, safety, and welfare. – The proposed use does not increase density to the area.
  - Other improvements which serve the property in question and which may compensate, in part or whole, for possible adverse impacts to the zone from the proposed Conditional Use.
- 19.18, Signs: No signs are proposed
- Fiscal Impact
  - The site is a City owned site and will be maintained by the City.

Planning Director Gabryszak advised that the developer is working with the City and they comply with most things already. This allows them to submit things as they go to comply with everything that is required. They are hoping to have a resubmittal of this plat before it goes to Council.

City Manager Christensen mentioned that the triangular piece of land on this plat, which will be discussed during the next item, is an important thing to have approved for the City's water flow.

**Motion made by Commissioner Williamson to forward a recommendation for approval of the Madison Meadows Preliminary Plat, located at approximately 700 W 400 N based on the findings and conditions in the staff report. Seconded by Commissioner Kilgore. Aye: Brandon MacKay, Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham. Motion passed 7 - 0.**

#### **5. Public Hearing: 400 N Utah Lake Distribution Canal Pump Station, City Initiated.**

Planner Baron reviewed the location of the station being proposed. For public utilities parking is left up to the Planning Commission. There are no requirements for parking but the City is proposing that there should be one parking spot for the trucks that will go there to service the pump station. He also reviewed the landscaping requirements. The City is going to ask for a reduction of the requirements based on the use of the site. The City staff recommends a positive recommendation on what is being proposed.

Commission Chair Wilkins opened the Public Hearing at 6:51 p.m. There were no comments so the Public Hearing was closed.

Commissioner Kilgore advised that his house happens to be by a pump station. He mentioned that there can be up to two trucks at the pump at a time. He wondered if the site could accommodate two trucks.

Planner Baron advised that two trucks can be stacked in the one parking space.

City Manager Christensen advised that they are trying to move this forward as soon as possible. This is needed for next year's irrigation season. It is under design that is about 40% complete. They are hoping to get approval ahead of time so that they can get this going as soon as possible.

Commissioner Funk has concerns about the grass area. There is a portion that doesn't have any grass and none along lots 207 and 208. He is worried about weeds growing in those areas.

City Manager Christensen advised that the developer is going to install a rock wall for privacy so the residents should not be disrupted by that.

Commissioner Funk is still concerned that there will not be any grass along the sidewalk. He would like to see grass in that area.

The Planning Commission was in consensus that the parking is adequate for the site.

Commissioner Kilgore is okay with the landscaping.

Commissioner Cunningham would also like to see grass along the sidewalk area.

Commissioner Williamson thinks that this should be held to the same standard that a residential area has. He doesn't think letting it grow naturally would be achieving that standard.

Chairman Wilkins clarified that they City will not want people on this property. He is okay with the proposed landscaping.

Commissioner Funk does not think that the grass needs to be up against the solid wall but he does think that there needs to be grass along the sidewalk.

Commissioner Steele also thought that there should be landscaping along the sidewalk.

**Motion made by Commissioner Williamson made the motion to forward a positive recommendation of the 400 N Utah Lake Distribution Canal Pump Station with the findings and conditions listed in the staff report with the modification of condition 5 adding unless exceptions are approved by the City Council and adding two stalls or tandem parking on condition 6. Seconded by Commissioner Cunningham. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 7 - 0.**

6. Approval of Minutes:  
a. July 28, 2016.

**Motion made by Commissioner Funk to approve the minutes of July 28, 2016. Seconded by Commissioner Kilgore. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Commissioner Williamson abstained because he was not present at the meeting. Motion passed 6 - 0.**

7. Reports of Action. None

8. Commission Comments.

9. Director's Report:

- a. Council Actions – None
- b. Applications and Approval – None
- c. Upcoming Agendas – None
- d. Other – None

10. Motion to enter into closed session. No closed Session.

11. Meeting Adjourned at 7:02 p.m. by Chairman Kirk Wilkins

8-25-16  
Date of Approval  
[Signature]  
City Recorder



[Signature]  
Planning Commission Chair  
~~Kirk Wilkins~~  
Vice Chair DAVID FUNK

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**CITY OF SARATOGA SPRINGS**  
**CITY COUNCIL MEETING MINUTES**

Tuesday, August 16, 2016  
City of Saratoga Springs City Offices  
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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**City Council Work Session**

**Call to Order:** 6:36 p.m. by Mayor Jim Miller

**Present** Council Members Stephen Willden, Chris Porter, Shellie Baertsch, and Bud Poduska. Council Member Michael McOmber was excused.

**Staff** City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, City Engineer Gordon Miner, Finance Manager Chelese Rawlings, Public Relations Economic Development Manager Owen Jackson, Senior Planner Sarah Carroll, City Recorder Cindy LoPiccolo

**Wildflower Village Plan 1**, Applicant DAI. Planning Director Gabryszak presented Wildflower Village Plan 1 (VP1) Community and Village Plan layouts and Village Plan 1 draft encompassing the property located between the future Mountain View Corridor (MVC) (east) and existing Harvest Hills (west), and consisting of a proposal for 1465 residential units on both sides of the corridor. Director Gabryszak noted specific detail will be presented on the preliminary subdivision plats following approval of the plans, and requested Council feedback to address major issues and concerns before moving forward with subdivision plats.

Bryan Flamm, DAI, commented in regard to work being done on offsite utilities, and with UDOT on plans for the frontage road and crossings.

Council discussed the maintained open space requirement, timing for irrigation and maintenance of park and other planned landscaped areas, reviewed plans and location of open space and addressed concern in regard to native seed areas and its possible transition to weeds. Bryan Flamm noted the native seed areas are primarily planned up on the hillside, beneath the power lines and at the detention areas. Council reviewed roadways, access, crossing locations and future improvements, and project phasing. Council discussed a concern with proposed smaller lot sizes in regard to garage site access, turnaround, and limited rear property setback/use; Bryan Flamm noted variation of front setbacks and elevations, and there are fewer smaller lots than originally planned. Council made suggestions in regard to connectivity for safe elementary school access working with school and possible incorporation of a gate at the south end adjacent the townhomes, strongly recommended sidewalks on both sides of streets especially on arterials, recommended loosening open space permitted elements for more reasonable use, recommended appropriate future ERU calculation in regard to churches, and adjustment of fencing to ensure site triangles are maintained.

**Adjournment:** The Work Session adjourned at 7:00 p.m. to the Policy Session.

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**Policy Meeting**

**Call to Order:** Mayor Jim Miller called the Policy Session to order at 7:09 p.m.

**Roll Call:**

**Present** Council Members Shellie Baertsch, Chris Porter, Bud Poduska, and Stephen Willden. Council Member Michael McOmber was excused.

**Staff Present** City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Public Relations Economic Development Manager Owen Jackson, Police Chief Andrew Burton, Planning Director Kimber Gabryszak, Finance Manager Chelese

54 Rawlings, City Engineer Gordon Miner, Senior Planner Sarah Carroll, City Recorder Cindy  
55 LoPiccolo  
56

57 Invocation by Council Member Willden.  
58 Pledge of Allegiance by Council Member Baertsch.  
59

60 **Public Input:**

61 Mayor Miller invited public input.  
62

63  
64 Stuart Collyer, S. Cottage Cove, recommended an expanded ordinance establishing standards in regard to  
65 installation of solar systems and panels, and presented a handout with proposed language. Mayor Miller requested  
66 staff review this issue with the HOA.  
67

68 Arron Evans, Fairfield Rd., requested repair and new asphalt on 400 N. Mayor Miller requested staff advise  
69 status.  
70

71 Constance Cove, requested consistent rules within the ordinance concerning solar panels, noting solar importance  
72 in regard to medical.  
73

74 Lisa Swearingen, Realtor, commented in support of more development to serve the current public and business  
75 needs and growth.  
76

77 Ryan Poduska, Osprey Trail, thanked the City for coming to a solution with the landscaper concerning the park  
78 water issue, and invited Council to the annual summer party at the park.  
79

80 **POLICY ITEMS:**

81 **PUBLIC HEARINGS:**

82  
83  
84 **1. Mt. Saratoga – Rezone, General Plan Amendment, Community Plan, and Master Development**  
85 **Agreement, Ordinance 16-15 (8-16-16), Ordinance 16-16 (8-16-16).**  
86

87 Mayor Miller introduced the public hearing for Mt. Saratoga Rezone, General Plan Amendment, Community Plan,  
88 and Master Development Agreement.  
89

90 Senior Planner Carroll presented the staff report and recommendation concerning the application for General Plan  
91 Amendment and Rezone from Low Density Residential (R-3) to Planned Community (PC) for residential and  
92 commercial development, advised the property is located adjacent to the City of Eagle Mountain and existing  
93 developments, and is a hillside area with sensitive lands and slopes greater than 30 percent. Senior Planner Carroll  
94 reported the applicant wishes to cluster housing types and preserve sensitive lands and noted that type of flexibility  
95 is now offered in the Planned Community District Zoning. Planner Carroll reported the application covers  
96 approximately 688 acres that includes 7.5 Community Commercial acreage, 445.45 Residential/Civic acreage,  
97 234.98 (34.2%) Open Space acreage, and 2,553 residential units comprised of 988 (39%) Single family units, 285  
98 (11% Single family units in flex neighborhood, 284 (11% two and three Family unites in flex neighborhoods, and  
99 996 (39%) Multi-family units.  
100

101 Senior Planner Carroll identified road connections, presented the phasing plan, open space master plan for 234  
102 acres of open space, the plan for Mt. Saratoga Blvd., identified a potential elementary school site, and reviewed  
103 the proposed entry and commercial signage and theme. Planner Carroll reported in regard to utilities the applicant  
104 is required to install a water tank, secondary water irrigation pond, water, sewer and storm drain lines, and acquire  
105 water rights to service the development.  
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107 Planner Carroll further reviewed further requests and considerations from the applicant as follows:

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- to amend the phasing timeline to allow extension of Talus Ridge Blvd. with the other phases, not Phase 2;
- the City maintain the park strips along the arterial and collector roads in locations where no lots front the street;
- a modified street cross section with elimination of park strip and sidewalk along the 30% steep slope on Talus Ridge Blvd. as there are no lots or homes and this reduces the impact to the hillside - the Development Review Committee (DRC) has reviewed this request and finds this acceptable, a sidewalk that is not abutting homes would not see any snow removal or the City would be responsible;
- re sensitive lands analysis, applicant would like to cover fill;
- waiver of peripheral 20 foot boundary requirement in several locations where single family lots are next to single family lots or the power line corridor;
- re the Master Development Agreement, would like discussion concerning water impact fee credits and open space impact fee credits for the 205 acre community park, and potential for utilities in Lehi Fairfield Road, and limited access roadways.

City Attorney Thurman advised in regard to water impact fee credits, the City is bound by an agreement with Lake Mountain Mutual Water Company to apply \$2,000 per impact fee collected toward the payoff of that system until paid and this is not something that can be negotiated. In regard to Lehi Fairfield Road, he further advised the City supports use of that road for installation of utilities, however, at this time a property owner disputes the City's rights concerning that road so he advises against the City agreeing to that use by contract due to possible future ruling.

Senior Planner Carroll reported 24 emails were received in opposition of the rezone which were forwarded to the City Council; an email was received from Steve Mumford, Eagle Community Development Director, recommending housing types be switched in certain locations to match their approved development in Eagle Mountain, and to continue discussion to identify two potential access locations between the two cities.

Steve Maddox, representing Edge Homes, introduced Greg Magleby, LIE Engineering, and advised in regard to the request by Eagle Mountain the location of development type was determined during worksession and their interest is what is best for Saratoga Springs, reviewed proposed water development, noted this is a 10-12 year project and they have attempted to present the foreseeable plan, opted to work with the mountain and use the views, and have communicated and worked with church and school representatives.

Mayor Miller opened the public hearing and invited public comment.

Kelsy Dean, Buffalo Drive, expressed concern regarding high density and commercial development.

Sara Merrel, 1000 W, expressed concern regarding phasing between residential and agricultural zones, landfill, recontouring and watershed handling, impact on private water rights and existing wells, native landscape and noxious weeds, school overcrowding, trespassing and lack of policing of the property, commented in opposition of HOAs and in support of Proposition 6.

Rod Eichelberer, Panorama Dr., spoke in opposition of higher density, and expressed concern regarding natural open space.

Jennifer Klingensmith, read letter submitted earlier Council requesting R-3 be protected when a developer does not have vested rights; spoke in opposition to higher density.

Melanie Jex, Mustang Circle, expressed concern regarding the Applicant's request for delay of Mt. Saratoga Blvd. construction and traffic impact.

Vaughn Barrett, Summit View Drive, spoke in support of the development and proposed water infrastructure, in opposition to condominiums and HOAs, requested reduction in density.

162  
163 Teresa Mendenhall, N. Echo Way, expressed opposition to condominiums and high density.  
164  
165 Natalie Miller, Rift Court, concurred with Jennifer Klingensmith, spoke in opposition of more multi-family homes  
166 and traffic on Talus Ridge Blvd.  
167  
168 Taylor Yates, Summit View, spoke in support of the development, conservation of land and the trails, requested  
169 the City evaluate future impact in regard to condominiums and high density units.  
170  
171 Rob Jex, Mustang Circle, recommended tying the construction phasing or speed of development to the availability  
172 of schools.  
173  
174 There being no further public comment, Mayor Miller closed the public hearing.  
175  
176 Steve Maddox commented these are issues that are being worked out over time, they are building toward the future  
177 and the goal of Edge is to delivery a product that lasts the test of time, hopes their track record withi architecture  
178 and quality are considered; pointed out millenials are the loudest right now, noted rentals are an issue state and  
179 country wide, local wages are not that of Silicon Valley, and it is hoped this is a solution to some of that issues all  
180 municipalities are trying to address. Advised much of the development came from an architectural perspective  
181 and a lot from a functional perspective, wanted to provide the underground bridge for the school children and  
182 create pedestrian connectivity.  
183  
184 Council Member Willden noted the City of Eagle Mountain's communication they would love this community to  
185 come into their city, and if that were to happen Saratoga Springs would have no control over that development,  
186 so the question is do we want towork with this developer and control it or turn it over to Eagle Mountain who  
187 could put high density all around our City with no concern about water and other issues, noted Eagle Mountain  
188 has already offered higher density. Council Member Willden thanked the developer for working with the City,  
189 pointed out the best solution in regard to water is to bring in new development and this specific development is  
190 bringing in both water rights and needed infrastructure. Advised he would like to see sidewalks on both sides of  
191 the street for walkability and safety; okay with narrow restricted park strips so not cutting into the hills so much,  
192 and lot sizes at 3500 sf is a very small for single family.  
193  
194 Council Member Poduska clarified the proposed density in each Village plan, noted R-3 is planned adjacent to  
195 Talus Ridge so neighbors will be single family homes, density does not occur until west side, the entire project is  
196 planned to be 80% single family, 10% multi family single story and 10% multi family more stories. Council  
197 Member Poduska commented if the 3500 sf lot size is rare that is not as much a concern, however, if that were the  
198 standard size that would be a concern; noted with the Mt. Saratoga artery going through and exiting on SR-73 and  
199 Pony Express Pkwy. that would appear to take care of the heavy density traffic on the west side and redirect it  
200 away from going into Talus Ridge, so there would only be single family traffic in the area of concern; expressed  
201 appreciation for the amount of open space and manicured green space, clarified the City is being asked to maintain  
202 the 205 acres of open space.  
203  
204 City Attorney Thurman advised the request for impact fee credits for the 205 acres community park is a policy  
205 decision that would be considered by Council. City Manager Christensen noted Council may determine the  
206 community park has a regional benefit and has the ability to amend the Parks and Trails Master Plan to include  
207 extensive trail corridors for public use; noted although this would have a different feel from the type of park  
208 historically done, this provides for a different type of recreation, amenities and the view corridor could be a  
209 public benefit. Steve Maddos noted this was an abandoned portion of property that was not going to be developed,  
210 so it has not been looked at for a regional park, tried to consolidate the open space to try to create something for  
211 the residents of the entire area.  
212  
213 Council Member Baertsch thanked the applicant for this project in general, expressed appreciation for the  
214 preservation of open space and trails and providing connectivity throughout and between the City and Eagle

215 Mountain, and for reducing density in Village 5 from multi-family to single family. Council Member Baertsch  
216 expressed concern and requests as follows:

- 217
- 218 - N3 multi-family has not been moved for a better buffer away from the five acre parcels as discussed in
  - 219 work session, transitions and buffers must be done properly which would decrease some density,
  - 220 - the Community Plan does not provide specific numbers and types of multi-family units for public
  - 221 information;
  - 222 - would like traffic considered with ERUs on schools and churches in the future;
  - 223 - extension of Mt. Saratoga Blvd. concurrently with Phases 1 and 2 is necessary to stop residents from
  - 224 going through another neighborhood, this has been required in other developments, and circulation plan
  - 225 review is necessary for provision of an access point coming out without impacting other neighborhoods;
  - 226 - uncomfortable granting Community Commercial prior to knowing what it will be, okay with giving
  - 227 Neighborhood Commercial to start noting it is going to be next to homes.
- 228

229 Engineer Magleby clarified the number and difference concerning stacked units and townhomes, noted  
230 the density is capped, and Council has final approval on the Village Plan where a specific ratio can be  
231 imposed; noted the change in demographics with greater number of empty nesters +55 residents in the  
232 state, cost and mobility are factors, it is not only transient short term occupants. Council Member  
233 Baertsch pointed out single family homes have more impact on the schools than multi-family used by  
234 newlyweds and seniors.

235

236 Engineer Magleby explained they were hopeful the extension of Mt. Saratoga Blvd. would happen when  
237 development is happening from the south, which they will connect, they did not want to build it prematurely and  
238 not have it used; noted it is not fronting or accessing any lots, they are looking for leeway to wait and construct  
239 when the traffic connections can be made and it can be used; pointed out although Talus Ridge Blvd. extension  
240 was required, no one could use it and it was basically used to park cars. Steve Maddox noted houses have not  
241 been designed to back onto major corridors, and there is no direct access with Mt. Saratoga Blvd. or Talus Ridge,  
242 they have planned to overbuild and over engineer these roads for the future, if they are not serviceable with that  
243 connectivity they are just asking that proceed when connectivity becomes available.

244

245 Council Member Baertsh continued with comments as follows:

- 246
- 247 - requested correction of ERU calculations on page 6; Council Member Willden noted incorrect wording
  - 248 on page 21;
  - 249 - in review of ERUs in general with flex units you have to have at least 50% single family, believe the
  - 250 numbers are off, and if Proposition 6 was used for 20% multi-family that would be 692 units instead of
  - 251 996, think it should come down;
  - 252 - does not have a problem concerning most buffers, however, regarding Villages 1 and 2 on the south, there
  - 253 us generally a buffer between single and multi-family units, and single family should be closer to the road;
  - 254 - believes a larger buffer on Pony Express Pkwy. is appropriate due to the size of the road;
  - 255 - okay with Villages 4, 5 and 6;
  - 256 - agrees with requiring sidewalks on both sides of the street;
  - 257 - concerned with minimal lot sizes especially in Village 4, understand a mix of sizes, however, going from
  - 258 .5 lots to 5,000 sf lots is too substantial a change, 3,000 sf is too small.
- 259

260 Following discussion, Senior Planner Carroll clarified in regard to the buffer between the development and Eagle  
261 Mountain, feed back is to keep the single and multi-family locations as it is with addition of a 20' buffer to create  
262 a transition at the grade break.

263

264 Engineer Magleby explained an exception has been requested concerning the sidewalk because the road leading  
265 to the natural open space is quite steep. Council Member Baertsch commented this can be made a trail as long as  
266 it is near that walkway.

267

268 In response to Council Member Baertsch's request for clarification, Planner Carroll reviewed the proposal and  
269 parking standards for the different types of housing. Council Member Baertsch noted many neighbors use garages  
270 as storage areas and where this has been done cars are often parked all over the road, there is never enough parking,  
271 and this is a problem especially in a school zone. She does not want to perpetuate that problem and would like to  
272 see it fixed with a requirement for two enclosed spaces in addition to driveways, without taking up visitor spots.  
273

274 In response to Council Member Baertsch, City Manager Christensen reported some of Lehi Fairfield Road right-  
275 of-way is clearly in City's name, some is not, noted the City is concerned with being contractually obligated for  
276 use of the road for utilities, and is working on those issues.  
277

278 Council Member Porter noted there are a substantial number of issues that needed a work session, does not feel  
279 this could get to a point where he would feel comfortable passing tonight. Provided comment as follows:  
280

- 281 - was glad to see the Community Commercial zoning, understands the concerns, however, can see stepping  
282 toward that;
- 283 - in regard to Mt. Saratoga Blvd., recommended completion of section from the large middle intersection  
284 connecting to Phase 1 to allow traffic to transition to Pony Express Pkwy., and allow later construction of  
285 the other half, noting splitting the phasing at that intersection maintains the two access points;
- 286 - concerned with single family lot size of 3,000 sf;
- 287 - concerned with multi-family next to .5 acre lots, multi-family needs to be close to or on the other side of  
288 Mt. Saratoga Blvd.;
- 289 - noted ability of HOAs to have a rental quota. Steve Maddox agreed and advised this could be included  
290 in place in the bylaws and managed by the HOA;
- 291 - okay with buffer waiver in 4, 5, and 6, needs more information for 1, 2, and 3.  
292

293 Council Member Porter commented he not comfortable moving forward and recommended tabling for further  
294 discussion. Council Member Willden concurred noting many last minute issues have come in, and he has not had  
295 the opportunity to review public comment correspondence.  
296

297 Following discussion, the Mayor and Council determined with the number of unresolved issues a work session be  
298 scheduled for Tuesday, August 30 at 6:30 p.m. for this one item, with continuation of the action for this matter to  
299 the next regularly scheduled meeting date on September 6. Mayor Miller encouraged Council to give comments  
300 to Senior Planner Carroll as soon as possible this week so she may share them with the Applicant to allow Edge  
301 Homes the opportunity to address them.  
302

303 Mayor Miller reported he and Eagle Mountain Mayor Pengra have met to discuss policing of ATV riding on the  
304 property, Steve Maddox was requested to post the property in the area between both cities, and both Mayors have  
305 requested their respective Police Chiefs to start keeping an eye on that property; this is something that is currently  
306 in the works. Steve Maddox advised the property has been posted.  
307

308 Motion by Council Member Willden to continue the public hearing for Mt. Saratoga Rezone, General Plan  
309 Amendment, Community Plan, Master Development Agreement and Ordinances 16-15 and 16-16 to September  
310 6, 2016, was seconded by Council Member Poduska  
311 Roll Call Vote: Council Members Porter, Baertsch, Poduska, and Willden - Aye.  
312 Motion carried 4-0; Council Member McOmber excused.  
313

314 Recess: 9:50 p.m. – 10:01 p.m.  
315

316 **2. Land Development Code Amendments – Sections 19.02, 19.05, 19.06, 19.09, 19.14, 19.15, and 19.18,**  
317 **Ordinance 1-17 (8-16-16).**  
318

319 Mayor Miller introduced the public hearing for Land Development Code Amendments.  
320

321 Director Gabryszak presented the staff report and recommendations for minor amendments to the Land  
322 Development Code, advising the goals is to remove inconsistencies, clarify standards, correct unintended  
323 consequences from previous amendments, reduce homeowner requirements, and add standards for electronic and  
324 park/trail and special event signage. Director Gabryszak reviewed the proposed amendments as follows:  
325

- 326 19.02 Definitions. Add definition for “protective ground cover” to accompany changes to 19.06.
- 327 19.04 Zone Districts. Postponed to accompany Fall 2016 amendments.
- 328 19.05 Supplementary Regulations. Clarify that IceCream Trucks are allowed in residential zones. Clarify  
329 standards for wireless telecommunications towers.
- 330 19.06 Landscaping. Clarify landscaping requirements for backyards, to reduce requirements. Clarify parallel  
331 fencing prohibition.
- 332 19.09 Parking. Clarify requirements for covered parking for multi-family development. Correct parking  
333 requirements for Mixed Use and similar zones that the parking requirement for commercial uses is based  
334 on square footage, but the parking requirement for residential luses is based on the number of dwellings.
- 335 19.14 Site Plans. Clarify access width language.
- 336 19.15 Conditional Uses. Remove requirement to protect viewsheds.
- 337 19.18 Signs. Create provision for electronic signs in limited circumstances. Create provisioin for directional  
338 signage for approved special events. Create signage standards for parks and trails.

339  
340 Mayor Miller opened the public hearing and invited public comment.

341  
342 Michelle Forsythe, Lake Mountain, commented in opposition of reducing backyard landscaping requirements and  
343 allowing weeds to be protective groundcover, noting effect on property value.

344  
345 Rod Eichelberger, Panorama Drive, spoke in support of simplifying code and property owner rights to make  
346 decision in regard to bacluard landscaping.

347  
348 There being no further public input, Mayor Miller closed the public hearing.

349  
350 Council Member Porter commented he was in agreement with property rights, however, if there is impact to a  
351 neighbor and costs money need to find a way to mitigate and/or make sure the weeds are contained in the back  
352 yard with a requirement to fence if natural; okay with the other amendments and supportive of electronic signs in  
353 regional commercial.

354  
355 Council Member Willden commented he is fine with the proposed changes in Sections 05, 09, 14, 15, 16, and 18,  
356 in regard to electronic signs believes there is sufficient restrictions and mitigation, and in regard to Section 06  
357 concurs with Council Member Porter and is supportive of deregulation, however, uncontrolled weeds can impact  
358 the value of adjacent homes and supports a requirement that it be fenced.

359  
360 Council Member Poduska commented he is in agreement with the proposed amendments and clarified the  
361 provision that the maximum height limit of 6” for protective ground is still applicable; Director Gabryszak advised  
362 this provision is within the Fire Code and would apply to this.

363  
364 Council Member Baertsch noted in view of the definition for protective ground cover, inorganic material cannot  
365 be grown and recommended change in wording; pointed out many backyards are front yards and recommended  
366 modification of the wording requiring all back yards shall either be stabilized or completely landscaped. Director  
367 Gabryszak proposed specific wording. Council Member Baertsch noted where it is fenced she can have flexibility,  
368 however, believes it a bad idea to allow weeds to be part of landscaping due to their negative appearance.

369  
370 Council Member Baertsch commented she is in agreement with most of the proposed amendments, she has a  
371 concern in regard to fencing and parallel fencing wherein in a backyard a wire fence is allowed and can be used  
372 just inside the property line, not an actual fence outside to contain animals. Director Gabryszak advised the intent  
373 is to allow for someone to have or not have a fenced yard but still have a dog run, or meet the requirements for  
374 keeping animals. Council Member Baertsch referred to a residence with wire fencing around their entire property

375 and would like to see it limited to a portion of the yard such as 50%, and it should be allowed in Agriculture and  
376 Rural Residential; Council Member Willden concurred. City Manager Christensen noted this may be a case where  
377 at some point a challenge or complaint will be made going opposite, it is a challenge to find the right balance.  
378

379 Council Member Baertsch commented she is opposed to allowing car ports for any type of housing due to crime  
380 and believes it is inappropriate, noting developers have been required to enclose parking for years. Director  
381 Gabryszak advised the current code does not technically prohibit car ports, they must have enclosed parking but  
382 can add carports as a second parking space. Council Member Baertsch commented she would rather see required  
383 parking be completely enclosed.  
384

385 Council Member Baertsch commented in opposition to electronic signs, noting the new Smiths marketplace could  
386 not have this as it is within the Planned Community (PC) zone, the old Smiths could, however, the majority of  
387 commercial businesses in the City could not; noted concern in regard to the enforcement of the lumens; and  
388 recommended inclusion of the dark sky ordinance. In regard to signage on parks and trails, requested provision  
389 allowing more signage in regard to City sponsored events.  
390

391 Council Member Porter noted there are several reasons to hold off on taking action concerning these amendments  
392 to make sure we have it all.  
393

394 Motion by Council Member Baertsch to continue the public hearing for Code Amendments to September 6, 2016  
395 for approval after all the changes have been made, was seconded by Council Member Willden  
396 Roll Call Vote: Council Members Baertsch, Poduska, Willden, and Porter - Aye  
397 Motion carried 4-0; Council Member McOmber excused.  
398

399 **ACTION ITEMS:**  
400

401 **2. Harvest Hills Quad Lots - Fence Variations, Applicant Aaron Crosby.**  
402

403 Senior Planner Carroll presented the staff report concerning the application for fence variations on quad lots in  
404 Harvest Hills Plat I, a PUD; the Applicant is requesting a variation to the front yard fencing requirements, the lot  
405 layout in this development creates a unique situation where front yards abut back yards, and the applicant would  
406 like to install six foot tall fencing in his back yard area because his home is in front of another home which  
407 creates a situation for a six foot fencing in the front yard because this is also a rear property line. Planner  
408 Carroll presented the conditions and criteria for variations with findings this complies or can comply, reviewed  
409 the aerial of the quad lots, and reported an email was received from the Harvest Hills HOA advising the  
410 Applicant would additionally need a variance from the HOA.  
411

412 Council Member Baertsch noted if an exception is allowed here it spreads, in addition there are easements that  
413 run there and it is already closed off enough without having more fencing on small lots; to her this is not a good  
414 idea.  
415

416 Aaron Crosby, Applicant, 484 Bountiful Way, commented his property is the third house in, there will be 6' fence  
417 along the back and side of the home, however, in the front of the home it drops down to a 3' fence.  
418

419 Council Member Poduska commented in support of the request, noting if the owner wants to fence in their yard  
420 and there is no streets it would seem practical to make a variance for that type of situation.  
421

422 Council Member Willden noted this would have gone to the Architectural Technical Committee for approval; in  
423 this situation he is okay approving it with a condition the HOA provide documentation of its approval to the  
424 Planning Director.  
425

426 Council Member Porter commented he does not think City should be dictating to the HOA  
427

428 City Attorney Thurman advised any decision made by Council tonight would not affect a more restrictive HOA  
429 rule to City standards. Director Gabryszak clarified the Applicant is requesting a variation from the City standard,  
430 however, HOA approval is still necessary.  
431

432 Motion by Council Member Willden to approve the Harvest Hills Quad Lots fence variations specific to the  
433 application for Lots 1540-1549, with staff findings and conditions, also that it is conditional upon written approval  
434 being submitted directly from the HOA to the Planning Director demonstrating that they have approved this  
435 variation, was seconded by Council Member Poduska

436 Roll Call Vote: Council Members Porter – Aye; Poduska – Aye; Willden – Aye, Baertsch - Nay

437 Motion carried 3-1; Council Member McOmber excused.  
438

439 **1. Final FY2016-17 Budget Document.**  
440

441 Finance Manager Chelese Rawlings presented the staff report and recommendation for approval of the Budget  
442 Policy Document for fiscal year 2016-17. Manager Rawlings reported the budget was adopted by City Council  
443 on June 7, 2016, this budget document includes the sections of Executive Summary, Operating Budgets, Financial  
444 Policies and Objectives, Supplemental, and Appendixes, and following approval will be submitted to Government  
445 Finance Officers Association (GFOA) for consideration of the Distinguished Budget Presentation Award, which  
446 the City has received each year from 2012 to 2016.  
447

448 Motion by Council Member Baertesch to approve the Fiscal Year 2016-2017 Budget Policy Document, was  
449 seconded by Council Member Porter

450 Roll Call Vote: Council Members Poduska, Willden, Baertsch, and Porter - Aye

451 Motion carried 4-0; Council Member McOmber excused.  
452

453 **3. Madison Meadows (prior name Mountain View II) – Lot Split Subdivision Exception, Applicants Saratoga**  
454 **Springs and Brian Sudweeks.**  
455

456 Planning Director Gabryszak presented the staff report and recommendation concerning a request for approval of  
457 a lot split between two parcels in preparation of a future preliminary subdivision plat for a residential development.  
458 As part of the subdivision plat, Parcel B is intended for a City pond. To enable the City to move forward with  
459 construction of the pond and bring it online in a timely manner, this subdivision has been requested which will  
460 create the pond parcel through a deed, which will then be formalized as Parcel B as part of the final plat at a later  
461 date.  
462

463 City Attorney Thurman advised this would only be implemented if necessary and recommended the motion  
464 include the understanding it is an option of staff.  
465

466 Amended Motion by Council Member Porter to approve the Madison Meadows Lot Split Exception as outlined  
467 in exhibit 2 with the findings and conditions, and that this would be an option of City staff if they find it necessary  
468 in the event the final plat will not be recorded in a timely manner, was seconded by Council Member Baertsch

469 Roll Call Vote: Council Members Porter, Willden, Poduska, and Baertsch - Aye

470 Motion carried 4-0; Council Member McOmber excused.  
471

472 **6. Settlement Agreement and Development Agreement; Ordinance 16-18 (8-16-16) - Hadco Construction**  
473 **Company and Affiliates JD V, LLC, JD VI, LLC, TM Crushing, LLC, Granite Construction Co.**  
474 **(Settlement Agreement only).**  
475

476 City Attorney Thurman presented the staff report and recommendation concerning the proposed Settlement and  
477 Development Agreements for the resolution of two lawsuits against the City. City Attorney Thurman reported as  
478 background the City was sued in 2014 over the use of 800 West by heavy construction traffic by Hadco and its  
479 affiliates, and again sued in 2015 over the annexation of several parcels of Western States property owned by  
480 Hadco and/or its affilitates (collectively “Hadco”). City Attorney Thurman advised the Settlement Agreement  
481 has been negotiated over the last year by and through meetings with Staff, Council Members, and through City

482 Council direction to City Staff, and presented a summary of the provisions contained in the documents. City  
483 Attorney Thurman clarified the annexation, rezone and Development Agreement must still go through public  
484 process, and the proposed Ordinance approves the documents subject to going through that process.  
485

486 Council Member Willden clarified there would be no access restrictions in regard to the use of the road as long as  
487 there is some language for reasonable restrictions by the City. City Attorney Thurman agreed explaining the  
488 document provides for their right to use the road in perpetuity, with the intent the ongoing use was subject to the  
489 City's statutory common law authority to place reasonable restrictions, now they honor the City's rights to place  
490 reasonable restrictions on the use of the road.  
491

492 Council discussed prior conversations concerning a requirement to move the scale within the Saratoga Springs  
493 side to help recover some of the costs of maintaining 800 West, and that this language should be included. City  
494 Attorney Thurman confirmed there is no language about that currently in the documents and it is best to hear from  
495 the applicant whether or not they are okay with that addition.  
496

497 John Hadco, Applicant, commented in their review a scale would not be a substantial sales tax benefit for the City.  
498

499 Brad Cahoon, Legal Counsel for the Applicant, advised this is because the tax would be applied at point of sale  
500 of the concrete, however, other types of commercial properties and use such as a hotel would bring a higher  
501 revenue source and that is recommended. Council Member Baertsch noted other companies would use the scale,  
502 not only Hadco.  
503

504 John Hadco commented they are willing to work through the request in regard to the scale. Noted they are working  
505 with Collins Brothers and Utah Power, however, were not aware there was going to be a cost for the acquisition  
506 of the easement, their settlement was based on the City's discussions with Utah Power and Collins Brothers and  
507 they were okay with it. City Manager Christensen reported there have been preliminary conversations with Collins  
508 Brothers representatives and believes they will wrap this up by the time of the Development Agreement  
509 consideration, along with a probable couple of other things to negotiate through. Attorney Cahoon advised the  
510 point Mr. Hadco is trying to make is they are willing to bear cost of acquisition and construction of the access  
511 road, which is a tremendous cost savings to the City, making the addition of the condition for the scales diminished  
512 in importance. They look forward to working through the details – think we are close.  
513

514 Motion by Council Member Baertsch to approve Ordinance 16-18 (8-16-16), with the condition that there may be  
515 an addition to the Settlement Agreement through the public process whereby the scales and sales tax remain as  
516 previously discussed, was seconded by Council Member Willden  
517 Roll Call Vote: Council Members Porter, Willden, Poduska, and Baertsch - Aye  
518 Motion carried 4-0; Council Member McOmber excused.  
519

520 **7. Water Bond Parameters; Resolution R16-47 (8-16-16) Authorizing the Issuance and Sale of Not More**  
521 **Than \$13,000,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2016.**  
522

523 City Manager Christensen introduced the Resolution setting the wide parameters and authorizing the issuance of  
524 water revenue bonds to finance the construction of improvements to secondary and culinary water facilities of the  
525 water system, setting a maximum amount and interest rate for bonding, and providing for a public hearing on  
526 September 20, 2016 to receive public input.  
527

528 Motion by Council Member Poduska to approve Resolution R16-47 (8-16-16) authorizing the issuance and sale  
529 of water revenue bonds, was seconded by Council Member Willden  
530 Roll Call Vote: Council Members Baertsch, Poduska, Willden, and Porter - Aye  
531 Motion carried 4-0; Council Member McOmber excused.  
532

533 **4. Sudweeks Construction, LLC, Real Estate Purchase Contract.**  
534

535 City Manager Christensen presented the staff report and recommendation concerning the Sudweeks Construction  
536 real estate purchase contract that will allow the City to purchase 1.156 acres of property to construct the secondary  
537 pond and pump station on this property on 400 North.  
538

539 Motion by Council Member Porter to approve the Sudweeks Construction LLC Real Estate Purchase Contract, in  
540 the amount of \$69,094.25, was seconded by Council Member Baertsch  
541 Roll Call Vote: Council Members Willden, Poduska, Baertsch, and Porter - Aye  
542 Motion carried 4-0; Council Member McOmber excused.  
543

544 **8. Settlement Agreement and Mutual Release with Jeffery Conant Pertaining to 2012 Dump Fire**  
545 **Suppression Costs; Resolution R16-48 (8-16-16).**  
546

547 City Manager Christensen presented the staff report and recommendation concerning the settlement agreement  
548 with Jeffery Conant with respect to the June 21, 2012 fire known as the Dump Fire, Utah County, Utah. City  
549 Attorney Thurman noted the City negotiated with state and federal agencies resulting in an increase of the City's  
550 portion from 3% to 29% of the settlement amount; explained due to the Defendants right to bankruptcy all agencies  
551 determined this settlement was the best that could be obtained.  
552

553 Motion by Council Member Willden to approve the Settlement Agreement and Mutual Release with Jeffery  
554 Conant, and Resolution R16-48 (8-16-16), was seconded by Council Member Porter  
555 Roll Call Vote: Council Members Baertsch, Poduska, Willden, and Porter - Aye  
556 Motion carried 4-0; Council Member McOmber excused.  
557

558 **APPROVAL OF MINUTES:**  
559

560 **July 12, 2016.**

561 **July 19, 2016.**  
562

563 Motion by Council Member Baertsch to approve the minutes of July 12, 2016 and July 19, 2016, with changes as  
564 emailed and posted, was seconded by Council Member Willden  
565 Roll Call Vote: Council Members Porter, Willden, Poduska, and Baertsch - Aye  
566 Motion carried 4-0; Council Member McOmber excused.  
567

568 **ACTION ITEMS (Continued):**  
569

570 **5. Utah Fallen Heroes Day, Resolution R16-46 (8-16-16).**  
571

572 Motion by Council Member Porter to approve Utah Fallen Heroes Day Resolution R16-46 (8-16-16), was  
573 seconded by Council Member Poduska  
574 Roll Call Vote: Council Members Baertsch, Poduska, Porter, and Willden - Aye  
575 Motion carried 4-0; Council Member McOmber excused.  
576

577 **CLOSED SESSION:**  
578

579 Motion by Council Member Willden to enter into closed session for the purchase, exchange, or lease of property,  
580 discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent  
581 litigation, the character, professional competence, or physical or mental health of an individual, was seconded by  
582 Council Member Poduska  
583 Roll Call Vote: Council Members Willden, Poduska, Baertsch, and Porter - Aye.  
584 Motion carried 4-0; Council Member McOmber excused.  
585

586 The meeting moved to closed session at 11:20 pm.  
587

588 Present: Mayor Miller, Council Members Porter, Willden, McOmber, Baertsch, City Manager Mark Christensen,  
589 City Attorney Kevin Thurman, City Recorder Cindy LoPiccolo. Council Member McOmber excused.

590  
591 Closed Session Adjourned at 11:30 p.m.

592  
593 **ADJOURNMENT:**

594  
595 There being no further business, Mayor Miller adjourned the Policy Meeting at 11:30 p.m.

596  
597  
598  
599  
600 \_\_\_\_\_  
601 Jim Miller, Mayor

602 Attest:

603  
604  
605 \_\_\_\_\_  
606 Cindy LoPiccolo, City Recorder

607  
608 Approved: