

**CITY OF SARATOGA SPRINGS
CITY COUNCIL WORK SESSION AGENDA**

Tuesday, February 2, 2016

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

Councilmembers may participate in this meeting electronically via video or telephonic conferencing

City Council Work Session

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.
2. Transportation Master Plan Update.
3. FY2016 Budget Adjustment for the Police Department.
4. Agenda Review:
 - a. Discussion of City Council policy agenda items.
 - b. Discussion of future City Council policy and work session agenda items.
5. Adjourn to Policy Session.



City Council Memorandum

Author: Sarah Carroll, Senior Planner
Memo Date: Tuesday, January 26, 2016
Meeting Date: Tuesday, February 2, 2016
Re: Talus at Saratoga Springs
Rezone, General Plan Amendment, and Community Plan

Background & Request

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 ~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.

Recommendation

Staff recommends that the City Council review and discuss the proposed rezone, general plan amendment, community plan and Master Development Plan Agreement and provide the applicant with feedback to aid in development of the project plans. The Planning Review Checklist is attached for reference purposes.

Attachments

- A. Planning Review Checklist
- B. Master Development Plan and Agreement for Talus at Saratoga Springs Project
- C. Related Exhibits



APPLICATION REVIEW CHECKLIST

(8/20/2014 Format)

Application Information

Date Received:	11/24/15
Date of Review:	12/22/15
Project Name:	Talus at Saratoga Springs
Project Request / Type:	Community Plan, Rezone, Master Plan Amend, MDA
Body:	PC and CC
Meeting Type:	Public hearing with PC and CC for rezone /MPA Public hearing with PC for CP, public meeting with CC
Applicant:	Steve Maddox, Edge Homes
Owner (if different):	Mt Saratoga LLC, DCP Saratoga LLC, Jan Wilking, Capital Security Mortgage Inc.
Location:	Between Pony Express Parkway and SR 73, and between 800 West and ~1600 West)
Major Street Access:	Talus Ridge Blvd, SR73, Pony Express Parkway
Parcel Number(s) and size:	number ~866.05 acres
General Plan Designation:	Low Density residential
Zone:	Currently R-3, PC zone requested
Adjacent Zoning:	R-3, RR, RA-5
Current Use:	Undeveloped, vacant
Adjacent Uses:	Low Density Residential, Agricultural, Rural Residential
Previous Meetings:	N/A
Land Use Authority:	CC
Future Routing:	staff, PC, CC
Planner:	Sarah Carroll

Section 19.13 – Application Submittal

- Application Complete: yes – materials under review
- Rezone Required: yes
 - Zone: PC zone requested
- General Plan Amendment required: yes
 - Designation: PC designation requested
- Additional Related Application(s) required: Village Plan required after Community Plan

Section 19.13.04 – Process

- DRC:
 - 11/30/15 – plans have been routed, asked DRC to review

- 12/7/15 – CRM needed to review comments
- 12/14/15 – staff meeting scheduled for 12/16. Meeting with applicant scheduled for 12/17 to review comments. Need to discuss reimbursement language and impact fee proposal.
- UDC: N/A
- Neighborhood Meeting: N/A
- PC: not yet scheduled
- CC: not yet scheduled

General Review

Building Department

- No comments received

Fire Department – review with Fire Chief - please schedule a meeting with the Fire Chief

- Width adequate for engine, minimum of XX feet
- Turnarounds on cul-de-sacs and dead-ends more than 150' in length
- Fire hydrant locations, maximum separation of XX feet
- Others?

GIS / Addressing

- Send proposed street names to Brian for review.

Code Review

- 19.04, Land Use Zones
 - Zone: PC
- 19.05, Supplemental Regulations
 - Transportation Master Plan (TMP) – roads shown on TMP are shown on the community plan
- 19.06, Landscaping and Fencing – possibly review when developing landscape plans
 - General Provisions
 - Landscaping Plan
 - Completion – Assurances
 - Planting Standards & Design
 - Amount
 - Additional Requirements
 - Fencing & Screening
 - Clear Sight Triangle
- 19.09, Off Street Parking – No exceptions proposed in plans
 - General Provisions
 - Parking Requirements / Design

- Dimensions
 - Accessible
 - Landscaping
 - Pedestrian Walkways & Accesses
 - Shared Parking
 - Minimum Requirements
- 19.10, Hillside Development **Proposal included in submittal - to be reviewed by City Engineer**
 - Applicability
 - Required Plans (drainage, erosion, landscape, geology, soils, fire, revegetation, etc.)
 - Development standards (clustering, slopes, ridgelines, natural grade, grading permit, terracing, streets and access, drainage corridor protection, etc.)
 - 19.18, Signs **none proposed – propose entry monuments and theming as required by PC zone.**
 - Permanent / temporary
 - Use
 - Design / location
 - Planning Commission required?

- 19.26, Planned Community Zone

19.26.06. Guiding Standards of Community Plans.

1. **Development Type and Intensity.** The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan. **complies**
2. **Equivalent Residential Unit Transfers.** **Since build-out of a Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors.** Therefore, after approval of a Community Plan, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability. Guiding transfer provisions shall be provided in the Community Plan and detailed transfer provisions shall be established in the Village Plans. Transfer provisions shall adhere to the following standards:
 - a. The overall intent and character of the Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not materially alter the nature of each land use, land use designation, or district established in the Community Plan.
 - b. The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.
 - c. The method to transfer Equivalent Residential Units shall be established within a Community Plan, **provided that the transfer of Equivalent Residential Units into or out of any land use designation or district established in the Community Plan shall not exceed fifteen percent without approval of the City Council.** In no case shall the transfer of Equivalent Residential Units into or out of any land use designation or district exceed twenty percent of that established in the Community Plan. **Does not comply. The proposed MDA states 25%.**

- d. Equivalent Residential Units may not be transferred from a more intensive into a less intensive land use designation or district established in the Community Plan such that it exceeds the underlying maximum density and intensity limits.
Complies. This language is in MDA
 - e. Equivalent Residential Units may not be transferred into any open space, park, or school unless said use is replaced elsewhere within the same district. **The last part of the sentence is missing in the MDA. Add that it must be replaced with equivalent acreage and type of open space.**
 - f. Each Community Plan shall identify the manner in which transfers of Equivalent Residential Units shall occur. **Does not comply. The manner is not identified. Propose a manner for review and approval.**
3. **Development Standards.** Guiding development standards shall be established in the Community Plan.
- a. The Community Plan standards shall be sufficient to establish an overall theme and appearance for the entirety of the Planned Community District by establishing a common landscape philosophy, common lighting, consistent fencing and buffer treatments, signage, and a hierarchy of entry monuments.
Does not comply. Provide details to establish the theme.
 - b. The Community Plan shall establish common architectural guidelines meeting the City's design standards to address style authenticity, color, material, form and massing, and building entry. **Complies. The proposed standards address these categories. Changes recommended. See redlines in MDA**

1.1 Single Family

- Lot size: 2,500 is a very small lot size. Increase to 3,500? Propose a min lot size for each Village.
- Width: 30' does not allow for a two-car garage, front door, and side setbacks. Suggest a min width of 50' for SF, 35' on culdesac lots
- Front yard setbacks: increase garage setback from 18 feet to 20 feet. Increase front setback from 12' to 15'.
- Side yard setback: 5' proposed. Suggest larger setbacks on larger lots.
- Rear yard setback 15' proposed
- Corner lots: street side yard setback, 14' proposed. Increase to 20' to meet clear sight triangle requirements.
- Height 45 feet – too tall for SF residential
- Building size – increase to meet code for SF - 1200 above grade

1.2 Multi-Family

- Front setback to garage: increase from 18 to 20
- Minimum for alley load: suggest 9' to provide an apron
- Side setback 10' – no comment
- Rear setback 10' – suggest 20'
- Corner side yard – suggest 20'
- Height: 45' is too tall, suggest 35'

Added comments to MDA... see redlined version for additional comments.

- c. The Community Plan shall establish a mechanism to assure architectural quality and consistency throughout the Planned Community District. **Complies, see comments in MDA for additional recommendations. Recommend broader details in each category, more material options, etc.**

- d. Detailed development standards and regulations shall be contained in a Village Plan and may replace or supplement the standards contained in the Land Development Code, except where specifically provided in the Village Plan. **Can comply when village plan is submitted**
 - e. Any matters not specifically addressed in the Village Plan will be governed by other applicable regulations and standards of the City.
4. **Open Space Requirements.** Open space, as defined in Section 19.02.02, shall comprise a minimum of thirty percent of the total Planned Community District area. **Complies, 35.90% provided per plans**
- a. Open space is defined as:
 - i. active open spaces such as parks, playgrounds, pathways and trails, pavilions, community gardens, ball fields, community centers, swimming pools, plazas, sports courts, and informal spaces which encourage the use and enjoyment of the open space; **complies, amenities schedule is provided – however, it lists “possible” amenities.**
 - ii. sensitive lands, including, but not be limited to: canyons and slopes in excess of thirty percent, ridge lines, streams or other natural water features, creek corridors, historic drainage channels, wildlife habitat, native vegetation, wetlands, geologically sensitive areas, and significant views and vistas; however, no more than fifty percent of the required open space area shall be comprised of sensitive lands; **complies, plans indicate 4.6% sensitive lands and 1.75% storm basins – will more basins be needed?**
 - iii. agricultural lands and equestrian facilities worthy of preservation for continued use; and **Recommend the powerline trails be designed as a multi- purpose trail for equestrian use and other users. Suggest providing and equestrian trail from Sage Hills development to the powerline corridor trails.**
 - iv. entry features and any portion of a park strip or landscaped median that exceeds City standards, or other amenities, such as fountains and public art, that creates attractive neighborhoods. **Does not comply. No details provided**
 - b. Open space shall not include:
 - i. lands occupied by residential, commercial, light industrial, office structures, parking areas, streets or sidewalks; **complies. None of these uses are proposed within open space.**
 - ii. setbacks and spaces between buildings or parking areas or other hard surfaces that have no recreational value; and **does not comply. Section 19.26.06 requires a 20’ perimeter (unless an exception is requested and approved by the City Council). The design guidelines #3 contradicts the code requirement and proposes a 10’ perimeter inside of the required setbacks.**
 - iii. areas between multi-family structures or similar treatments that are not larger than 5,000 square feet, are not part of a community trail system, and are not developed as a recreational or community amenity (e.g. park, pool, community garden, and picnic area). **Can comply. This will be reviewed with each multi-family site plan. The open space plan indicates**

26.50 acres of open space within the multi-family (MF) areas. Identify specific acreage for each MF village to avoid confusion later.

- c. Open Space shall be preserved and maintained through one or a combination of the following: **Identify which open space areas will be City owned and maintained and which will be HOA owned and maintained.**
 - i. dedication of the land as a public park or parkway system;
 - ii. dedication of the land as permanent open space on the recorded plat;
 - iii. granting the City a permanent open space easement on the private open spaces to guarantee that the open space remain perpetually in recreation use, with ownership and maintenance being the responsibility of an owner's association, master association, or other governing body;
 - iv. through compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Title 57, and which provides for the payment of common expenses for the upkeep of common areas and facilities; or
 - v. in the event the common open space and other facilities 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 costs to the affected property owners' association, master association, or other governing body.
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. **Does not comply. The documents do not address this requirement. Section 3 of the design guidelines proposes 10', but 20' is required or a waiver must be requested.**
 - 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. **Does not comply. Section 3 of the design guidelines proposes 10' within the setbacks. This buffer may not be within required setbacks.**
 - 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. **No waiver is proposed with the submittal.**

19.26.07. Contents of Community Plans.

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

1. **Description.** A metes and bounds legal description of the property and a vicinity map. **Complies – provided.**
2. **Use Map.** A map depicting the proposed character and use of all property within the Planned Community District. This map shall be of sufficient detail to provide clear direction to guide subsequent Village Plans in terms of use and buildout. This map is not required to specify the exact use and density for each area and instead, to allow

flexibility over the long-term, may describe ranges of buildout and ranges of uses.
Complies. The use map meets these criteria.

3. **Buildout Allocation.** An allocation of all acreage within the Planned Community District by geographic subarea or parcel or phase with ranges of buildout levels calculated based on the City's measure of equivalent residential units, including residential and non-residential density allocations and projections of future population and employment levels. **Does not comply. The density ranges are not listed. Provide overall density versus open space and justification for clustering.**
4. **Open Space Plan.** A plan showing required open space components and amenities. **Can comply – more info needed.** The open space plan shows native, improved, and sensitive lands and lists proposed amenities. Exhibit "L" outlines open space requirements and proposed amenities. Provide an open space phasing plan to tie specific requirements to each village and change "proposed" to "required". Add a column addressing phasing to the "Open Space Calculations" table at the end of Exhibit L, so that the required amenities are tied to specific villages.
5. **Guiding Principles.** A general description of the intended character and objectives of the Community Plan and a statement of guiding land use and design principles that are required in subsequent and more detailed Village Plans and are necessary to implement the Community Plan. The guiding land use and design principles shall address:
 - a. Community-wide systems and themes including streetscape treatments, drainage and open space corridors, pedestrian systems, park and recreation systems, and public realm elements. **does not comply. Themes have not been provided. Recommend tying the petroglyphs into the theming and perhaps providing wayfinding signs, but also add measures to protect petroglyphs.**
 - b. The desired character of the Community Plan, including conceptual landscaping plan showing the general character and nature of live plant species and potential design treatment of major features. **Does not comply – not provided**
 - c. Guiding development standards critical to ensure the desired character of each geographic sub-area or parcel or phase is maintained in the subsequent Village Plans. Guiding standards shall include density and floor area ratio and, as appropriate, guidance for standards addressing height, setbacks, parking requirements, parking lot locations, and minimum private open space. **Can comply. This is included in the design guidelines, but is very broad/general and is not specific to each village.**
6. **Utility Capacities.** A general description of the current capacities of the existing on- and off-site backbone utility, roadway, and infrastructure improvements and a general description of the service capacities and systems necessary to serve the maximum buildout of the Community Plan. This shall be accompanied by a general analysis of existing service capacities and systems, potential demands generated by the project, and necessary improvements. **Reviewed by City Engineer.**
7. **Conceptual Plans.** Other elements as appropriate including conceptual grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, and fire protection plans. **Does not comply – not provided. Hillside ordinance to be reviewed by City Engineer has been included.**
8. **Development Agreement.** A Master Development Agreement, as described in Section 19.26.11. **provided with submittal – see edited version of MDA for staff comments/redlines**

9. **Additional Elements.** The following shall be included in the Community Plan or submitted separately in conjunction with the Community Plan:
- a. description of and responses to existing physical characteristics of the site including waterways, geological information, fault lines, general soils data, and slopes (two foot contour intervals); **complies – Exhibit M addresses this.**
 - b. a statement explaining the reasons that justify approval of a Community Plan in relation to the findings required by Section 19.26.05; **can comply – findings statement provided with Exhibit D.**
 - a. Add more information to justify clustering and explain overall density.
 - b. Add more information to the design guidelines to create principles for innovative design. The design standards are very generic. Perhaps add standards for different villages. See redlined design standards for more comments.
 - c. Discuss the integration with adjacent properties further.
 - d. Add more information to address this finding rather than restate the code, without further descriptions.
 - e. Leave this finding as is, but address comments in section 19.26.06
 - f. Leave this finding as is, but address comments in Section 19.26.07
 - g. State how the open space requirement is met.
 - c. an identification and description of how environmental issues, which may include wetlands, historical sites, and endangered plants, will be protected or mitigated; and **does not comply – address petroglyphs, provide a tree/plant study – are there any that should be preserved?**
 - d. the means by which the Applicant will assure compliance with the provisions of the Community Plan, including architectural standards and common area maintenance provisions, and a specific description of the means by which phased dedication and improvement of open space will occur to assure the adequate and timely provision and improvement of open spaces. **Does not comply. Address phasing of open space and the means by which it will occur (see comments in 19.26.07(4) above).**
10. **Application and Fees.** The following shall be submitted in conjunction with the Community Plan
- a. completed Community Plan application; **submitted – see redlines/comments**
 - b. fees as determined by the City Recorder; and **complies – submitted with application**
 - c. copies of submitted plans in the electronic form required by the City. **Complies – With resubmittals submit 7 bound hard copies along with electronic versions and submit 3 large (24x 36) and 2 small (11x17) of all maps.**

Additional Comments:

- Provide justification for proposed roadways. Specify locations for proposed alternative cross-sections and justification if asking these to be public streets.
- Begin reimbursement agreements prior to construction of any infrastructure.



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTIONS
PREPARED FOR
EDGE HOMES (MT. SARATOGA)
Job No. 14-1664
(November 19, 2015)

MT. SARATOGA BOUNDARY WITHOUT SK HART PARCELS

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;

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

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

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
TALUS AT SARATOGA SPRINGS PROJECT**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR TALUS AT SARATOGA SPRINGS PROJECT (the "Agreement") is entered into and effective as of _____, 2015, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company ("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 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 and that certain Second Amendment to Master Development Plan Agreement for Mt. Saratoga Project (Hereafter known as the "Saratoga Heights Project") dated June 26, 2007 and recorded _____ as Entry No. _____ (collectively, as amended, the "Original Development Agreement").

RECITALS:

A. Developer 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. Developer desires and intends to develop the Property as a master-planned community to be known as Talus at Saratoga Springs (the "Project") as generally depicted on a conceptual site plan prepared by Developer and attached hereto as Exhibit "B" and incorporated herein (the "Use Map").

C. 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 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.

D. Developer has filed with the City a complete application to rezone the Property from the current zone to a Planned Community District (the “Planned Community District”) and approve the Use Map to enable development of the Project, all as provided in the City’s Land Use Ordinance (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.

E. 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 Use Ordinance (the “Community Plan”).

F. On _____, the City’s Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded them to the City’s City Council for consideration.

G. On _____, the City’s City Council approved the Planned Community Application (the “Planned Community District Approval”) and the Community Plan, subject to approval of this Agreement.

H. 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 Master Plan; (ii) meet the spirit and intent of the City’s Land Use Ordinance; (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) meet applicable use limitations and other requirements of the Planned Community District; and (v) meet the density limitations of the Master Plan.

I. 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.

J. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

K. 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 Use Ordinance.

L. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq.*, 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 Master Plan, and (iii) the City’s Land Use Ordinance. 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 Use Ordinance 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 Construction Design Standards"** means the standards and specifications that the City uses for construction of public improvements.

1.2 **"Community Plan"** means the Community Plan for the Project as approved by the City.

1.3 **"Culinary Water Master Plan"** means the master plan to provide culinary water within the Project as approved by City and attached hereto as Exhibit "E".

1.4 **"Density"** means the number of dwelling 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 from areas within the Project to other areas within the Project including transferring such densities from one type of use to another type of use, for example, and not by way of limitation, transferring density from Multi-Family Uses to Single-Family Uses as provided in Paragraph 2.4.4 of this Agreement.

1.6 **"Design Guidelines"** means the design standards and guidelines attached hereto as Exhibit "C".

1.7 **"Developer"** means Leading Edge Development, LLC, a Utah limited liability company, or its 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) (2013) means any construction or expansion of a building, structure, 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 Design Guidelines; (b) the Culinary Water Master Plan, the Open Space Master Plan, the Open Space Standards, the Sanitary Sewer Master Plan, the Secondary Water Master Plan, the Storm Drainage Master Plan,

the Street Cross Sections Master, the Transportation Master Plan, and the Hillside Development Standards; and (c) the City's Construction Design Standards.

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, which is approved by the City's governing body and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **“Hillside Development Standards”** means the standards attached hereto as Exhibit “K” which shall supersede any conflicting Ordinance.

1.13 **“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.

1.14 **“Land Use Ordinance”** means the City of Saratoga Springs Zoning and Subdivision Ordinances.

1.15 **“Master Association”** means the association under the Master Declaration, its successors or assigns.

1.16 **“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).

1.17 **“Multi-Family Uses”** means all permitted attached residential uses located as shown on the Use Map as multi-family residential.

1.18 **“Ordinances”** means the City of Saratoga Springs Municipal Ordinances, including the Land Use Ordinance, the Open Space Ordinance, and the Hillside Development Ordinance.

1.19 **“Open Space Master Plan”** means the master plan for Open Space within the Project as approved by City and attached hereto as Exhibit “G”.

1.20 **“Open Space Standards”** means the standards attached hereto as Exhibit “L” which shall supersede any conflicting Ordinance.

1.21 **“Planning Commission”** means the City of Saratoga Springs Planning Commission.

1.22 **“Planned Community District Approval”** means the City’s approval of the Use Map and zone change request for the Project on _____.

1.23 **“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.

1.24 **“Project Improvements”** as defined in U.C.A. § 11-36a-102(14) (2013) 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 identified or reimbursed as a System Improvement.

1.25 **“Proportionate Share”** as defined in U.C.A. § 11-36a-102(15) (2013) means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.26 **“Public Facilities”** means as defined in U.C.A. § 11-36a-102(16) (2013).

1.27 **“Use Map”** means the conceptual site plan map attached hereto as Exhibit “B”, and submitted to the Planning Commission as part of the Community Plan.

1.28 **“Sanitary Sewer Master Plan”** means the master plan to provide sanitary sewer within the Project as approved by City and attached hereto as Exhibit “H”.

1.29 **“Secondary Water Master Plan”** means the master plan to provide secondary water within the Project as approved by City and attached hereto as Exhibit “F”.

1.30 **“Single-Family Uses”** means all permitted detached single-family residential uses located as shown on the Use Map.

1.31 **“Storm Drainage Master Plan”** means the master plan to provide storm drainage within the Project as approved by the City and attached hereto as Exhibit “M”.

1.32 **“Street Cross Sections Master Plan”** means the master plan for street cross sections within the Project as approved by City and attached hereto as Exhibit “T”.

1.33 **“System Improvements”** as defined in U.C.A. § 11-36a-102(21) (2013) 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.

1.34 **“Transportation Master Plan”** means the master plan for transportation within the Project as approved by City and attached hereto as Exhibit “J”.

1.35 **“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.

1.36 **“Village Plan”** means a development plan submitted for a Village as provided in the City’s Land Use Ordinance.

1.37 **“Water Services Agreement”** means any will serve letter or other agreement between the City and Developer pursuant to which the City agrees to provide water to any portion of the Project.

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 Use Ordinance, and following a public hearing 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 Statement attached hereto as Exhibit “D”. 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 Use Ordinance and Master 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 Construction Design Standards;

2.1.4 The Water Services Agreement;

2.1.5 The Culinary Water Master Plan;

2.1.6 The Open Space Master Plan;

2.1.7 The Open Space Standards;

2.1.8 The Sanitary Sewer Master Plan;

2.1.9 The Secondary Water Master Plan;

2.1.10 The Street Cross Sections Master Plan;

2.1.11 The Transportation Master Plan;

2.1.12 The Hillside Development Standards; and

2.1.13 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. 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 residential dwelling 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 on the Street Cross Sections Master Plan, which roads are specifically designed to address the fact that the Project is located on a Hillside by allowing, without limitation, (a) additional cross sections beyond what is set forth in the City's Construction Design Standards and (b) acceptance of the 48' cross section as set forth in the City's Construction Design Standards as a public roadway and (c) allowance of asphalt cross slope of up to four percent (4%) which is steeper than as set forth in the City's Construction Design Standards. Except as otherwise provided in the Street Cross Sections Master Plan and in this Agreement, such roads shall be constructed according to the City's Construction Design Standards.

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 Use Ordinance 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 the City ordinances 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 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 Residential Units. The total number of residential units permitted within the Project shall not exceed two-thousand six hundred forty-nine (2,649). As shown on the Use Map, residential dwelling 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.

2.4.3 Phasing. The City acknowledges that Developer intends to submit multiple 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.

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. Detailed transfer provisions shall be established in the Village Plans. Transfer provisions shall adhere to the following standards:

(a) 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.

(b) The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.

(c) The method to transfer Equivalent Residential Units shall be established within the Community Plan, provided that the transfer of Equivalent Residential Units into or out of any land use designation or district established in the Community Plan shall not exceed fifteen percent without approval of the City Council. In no case shall the transfer of Equivalent Residential Units into or out of any land use designation or district exceed twenty five (25%) percent of that established in the Community Plan.

(d) Equivalent Residential Units may not be transferred from a more intensive into a less intensive land use designation or district established in the Community Plan such that it exceeds the underlying maximum density and intensity limits of the overall Project.

(e) Equivalent Residential Units may not be transferred into any open space or park unless said use is replaced elsewhere.

(f) In the event the Alpine School District or a religious organization elects to use any portion of the Project as either a school or a church, the Equivalent Residential Units applicable to the site of such school or church but not used by such school or church may be transferred to other portions of the Project.

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 Use Ordinance, or any other City Ordinance, include a statement of (a) the total number of residential dwelling units allowed in the Project under this Agreement; (b) the cumulative total number of residential dwelling 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 dwelling units and densities for which a permit is sought under the particular Village application; and (d) the balance of residential dwelling 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 Use Ordinance.

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 and connection fees) 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 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, 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 Use Ordinance, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement 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 and the Planned Community District Approval 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.” The City shall immediately notify Developer if any such facts come to the City’s attention after the execution of this Agreement, and shall take all reasonable 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, 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 Project Improvements, System Improvements, or Public Facilities that will benefit any other property in addition to the Project, the City shall participate in the cost of constructing such improvements or facilities by either (i) making an upfront payment to Developer or (ii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

3.2.2 Impact Fee Credits.

(a) 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 (and/or Public Facilities when such is applicable) 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 (and/or Public Facilities when such is applicable) 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 (and/or Public Facilities when such is applicable). 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 (and/or Public Facilities when such is applicable) 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 (and/or Public Facilities when such is applicable) paid by Developer and the fair market value of land at the time of dedication. If an impact fee credit for dedicated land is calculated using the fair market value at the time of dedication, such credit shall be based on the amount of the impact fee payable at the time of dedication. At the time of the recordation of a Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its capital facilities plan and corresponding impact fee studies in order to make such System Improvements costs eligible for credit against assessed impact fees.

(b) In addition, Developer shall receive an impact fee credit for (i) any System Improvements (and/or Public Facilities when such is applicable) constructed by Developer which are utilized by other properties outside the Project and (ii) any cost sharing agreed to by the City in connection with the Project.

(c) 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 Power of Eminent Domain. The City may, in its sole and absolute discretion, and only in the event Developer needs to obtain easements or rights-of-way for the purpose of constructing infrastructure improvements for the Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights-of-way, upon the request of Developer, may 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 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design and build culinary water 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. The Parties agree that Developer will not be subject to any impact fees in connection with the culinary water System Improvements constructed or provided by Developer. 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.

4.1.1.2 **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, 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.

4.1.2.1 **Reimbursement and Impact Fee Credits.** Developer shall be reimbursed or credited for culinary water System Improvements costs as provided in Paragraphs 3.2.1 and 3.2.2, above.

4.2 Secondary Water.

4.2.1 Developer's Obligations.

4.2.1.1 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design and build secondary water 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 the culinary water tank shall provide secondary water to the first Village Plan area until the completion of the construction of the improvements in the second Village Plan area which shall include the construction of a secondary water tank or pond. 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.

4.2.1.2 **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.

4.2.2.1 **Reimbursement and Impact Fee Credits.** Developer shall be reimbursed or credited for secondary water System Improvements costs as provided in Paragraphs 3.2.1 and 3.2.2, above.

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, except as otherwise provided in Paragraph 2.2.5 of this Agreement, 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. 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.

4.3.2.1 **Reimbursement and Impact Fee Credits.** Developer shall be reimbursed or credited for sanitary sewer System Improvements costs as provided in Paragraphs 3.2.1 and 3.2.2, above.

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. The Parties agree that a storm water infiltration system may be used if such a system is supported by a soils report.

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 **Reimbursement and Impact Fee Credits.** Developer shall be reimbursed or credited for storm water System Improvements costs as provided in Paragraphs 3.2.1 and 3.2.2, above.

4.4.2.2 **Dedication.** The City shall accept the dedication of and thereafter maintain all qualifying 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 Master 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 Construction Design Standards, except as otherwise set forth in this Agreement and in the Development Guidelines, 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 generally only be required to be improved to half-width 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 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 **Reimbursement and Impact Fee Credits.** Developer, in partnership with successors, assignees, adjoining landowners or acting alone, shall construct all roads required for the Project; provided, however, that Developer shall receive an impact fee credit or reimbursement for the difference in construction and land cost of a fifty six foot (56') roadway and that of any roadway wider than a fifty six foot (56') as shown on the City's Transportation Master Plan.

4.5.1.4 **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 Design Guidelines for such Village. The timing and/or sequencing of the installation of such landscaping improvements shall be during the time that adjacent portions of the Project within its associated Village are being developed and prior to the occupancy of the buildings within said adjacent portions, and 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 Hillside Design Standards, 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 Design Guidelines and said modifications are as shown on the Street Cross Sections Master Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Construction Design Standards. All roads in the Project shall conform to the City's Construction Design Standards except as follows: (a) the road cross section designs shown on the Street Cross Sections Master Plan shall be permitted, (b) the maximum length of blocks within Village 4, as depicted on the Use Map, shall be 2,600 feet with dedicated public walkways through the block at a minimum spacing of 1,000 feet, (c) the maximum length of blocks within Village 5, as depicted on the Use Map, shall be 1,200 feet with a dedicated public walkway through the block at approximately the center of the block, (d) block lengths of greater than 1,000 feet shall be provided with mid-block a turn-around equal in size to the City's standard cul-de-sac at a maximum spacing of 750 feet, and (d) the maximum cul-de-sac length shall be 750 feet as measured from the centerline of the cross street to the point of curvature of the cul-de-sac bulb.

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.

4.5.2.3 **Reimbursement and Impact Fee Credits.** Developer shall be reimbursed or credited for road System Improvement costs as provided in Paragraphs 3.2.1 and 3.2.2, above.

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 Construction Design Standards.

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 comprise of open space. As shown in section 5.0 of the Community Plan and the Open Space Master Plan, the open Space will consist of major walking/ biking trails, public parks, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park for the benefit of the City as shown on the Open Space Master Plan (the "Community Park", which for the purposes of this Agreement shall include the Community Park and related trail systems). In consideration of Developer constructing such community park 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.

4.7.1.1 **Open Space Maintenance.** Open Space shall be preserved and maintained through one or a combination of the following:

- (a) Dedication of the open space as a public park or parkway system including the Community Park;
- (b) Dedication of the open space as permanent open space on a Final Plat;
- (c) Granting the City a permanent open space easement on the private open spaces to guarantee that the open space remain perpetually in recreation use, with ownership and maintenance being the responsibility of an owner's association, master association, or other governing body;
- (d) Through compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Title 57, and which

provides for the payment of common expenses for the upkeep of common areas and facilities; or

- (e) In the event the common open space and other facilities 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.

4.7.2 **The City's Obligations.** Upon dedication and acceptance by the City of any open space area, the City shall maintain each such area and any improvements thereon at a level of service which maintains the area in at least the same condition as at the time of dedication to the City, subject to Developer's obligations as set forth herein.

4.8 **Maintenance of Common Areas, Trails, Detention Ponds and Road Landscaping.** Developer shall create homeowners associations for the Project, which shall have the responsibility to maintain all common areas, private trails, detention or retention ponds not associated with the Community Park, and road landscaping, which is not otherwise dedicated to and/or maintained by the City pursuant to this Agreement.

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. Any replacement developer shall have financing and skill reasonably satisfactory to the City to develop the Project and shall provide the City with documentation of the expertise and financial capability of its principals. 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. Alternatively, prior to such Transfer, Developer shall obtain from the transferee a letter (i) acknowledging the existence of this Agreement and (ii) agreeing to be bound thereby. Said letter shall be signed by the transferee, notarized, and delivered to the City in connection with the Transfer. 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, a Transfer by Developer of individual subdivision lots within an approved Village to a builder, individual, or other developer shall not be deemed to be a Transfer subject to the above requirement for approval.

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 Planned Community.**

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 herein.

5.5.2 **Minor Amendments.** The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director of the City's Planning Commission. Minor amendments include, but are not limited to, 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, as provided for in Paragraph 2.4.4;

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.

5.5.3 **Major Amendments.** If an amendment is deemed major by the Planning Director, it will be processed in the same manner as the original Community Plan.

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.

6.5 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity (except an approved replacement developer) without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party to perform obligations of the City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

6.7 **Recording.** No later than ten (10) days after this Agreement has been executed by the City and Developer, it shall be recorded in its entirety, together with all exhibits cited in Paragraph 6.11, at Developer’s expense, in the Official Records of Utah County, Utah.

6.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9 **Notices.** Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by electronic mail or facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to

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 Use Ordinances 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 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 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 the event specific performance is not available as a remedy to Developer for the City's breach hereof, then Developer shall be entitled to pursue any and all remedies at law or equity.

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.

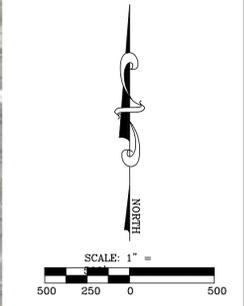
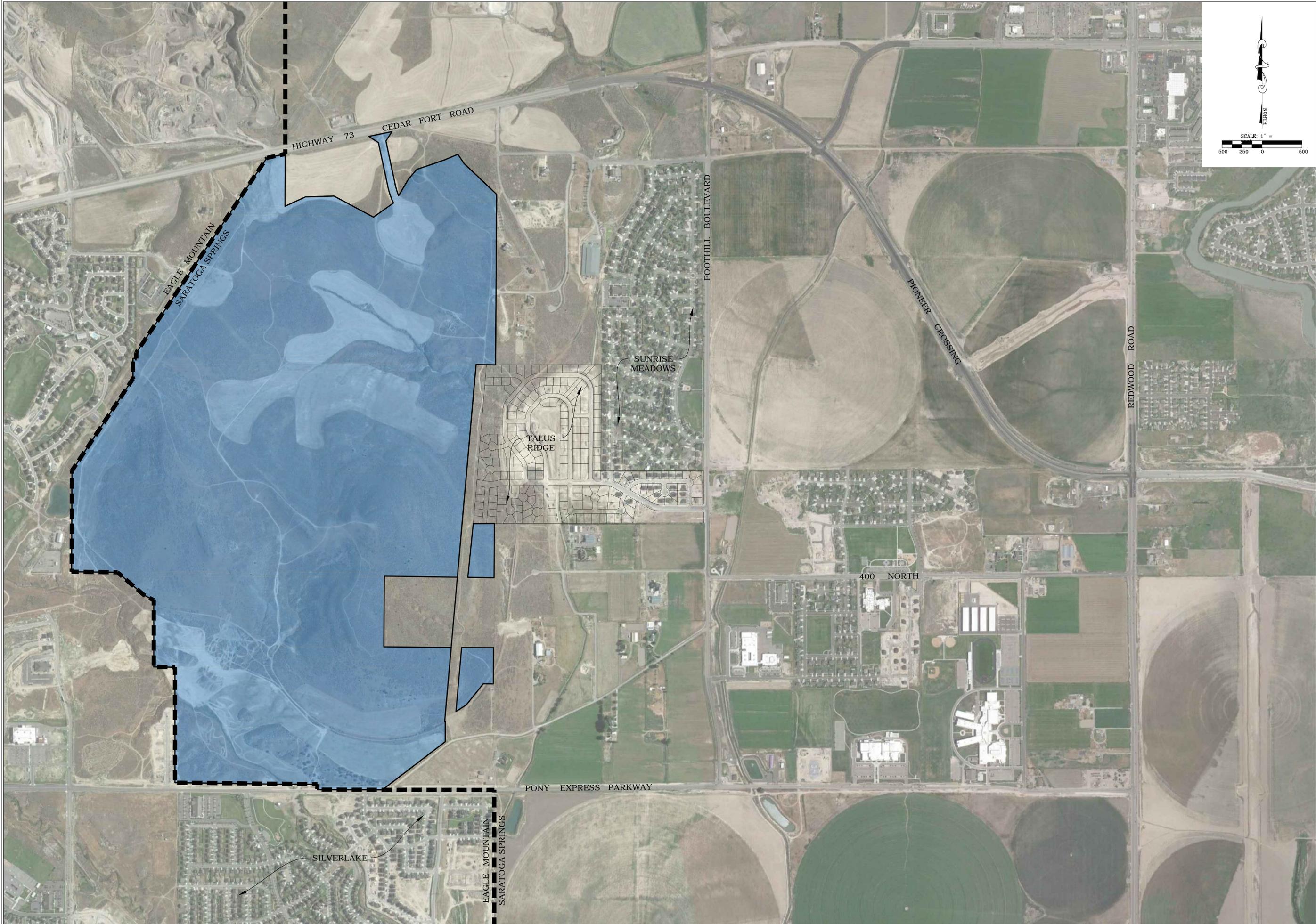
6.27 **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"
Legal Description

EXHIBIT A

U:\LAND DESKTOP PROJECTS\2014\14-1664 MT SARATOGA\DWG\MASTER PLAN\14-1664 EXHIBIT A - PROPERTY BOUNDARY.DWG 11/20/2015 1:42 PM



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

**NOT FOR
CONSTRUCTION**

TALUS AT SARATOGA SPRINGS

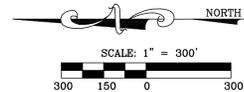
EXHIBIT A - PROPERTY BOUNDARY

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:
2014-1664
DRAWN BY:
TJP
CHECKED BY:
GDM
SCALE:
1" = 500'
DATE:
11/24/2015

EXHIBIT
A

**EXHIBIT “B”
Use Map**



A Utah Corporation
ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
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NOT FOR
 CONSTRUCTION!

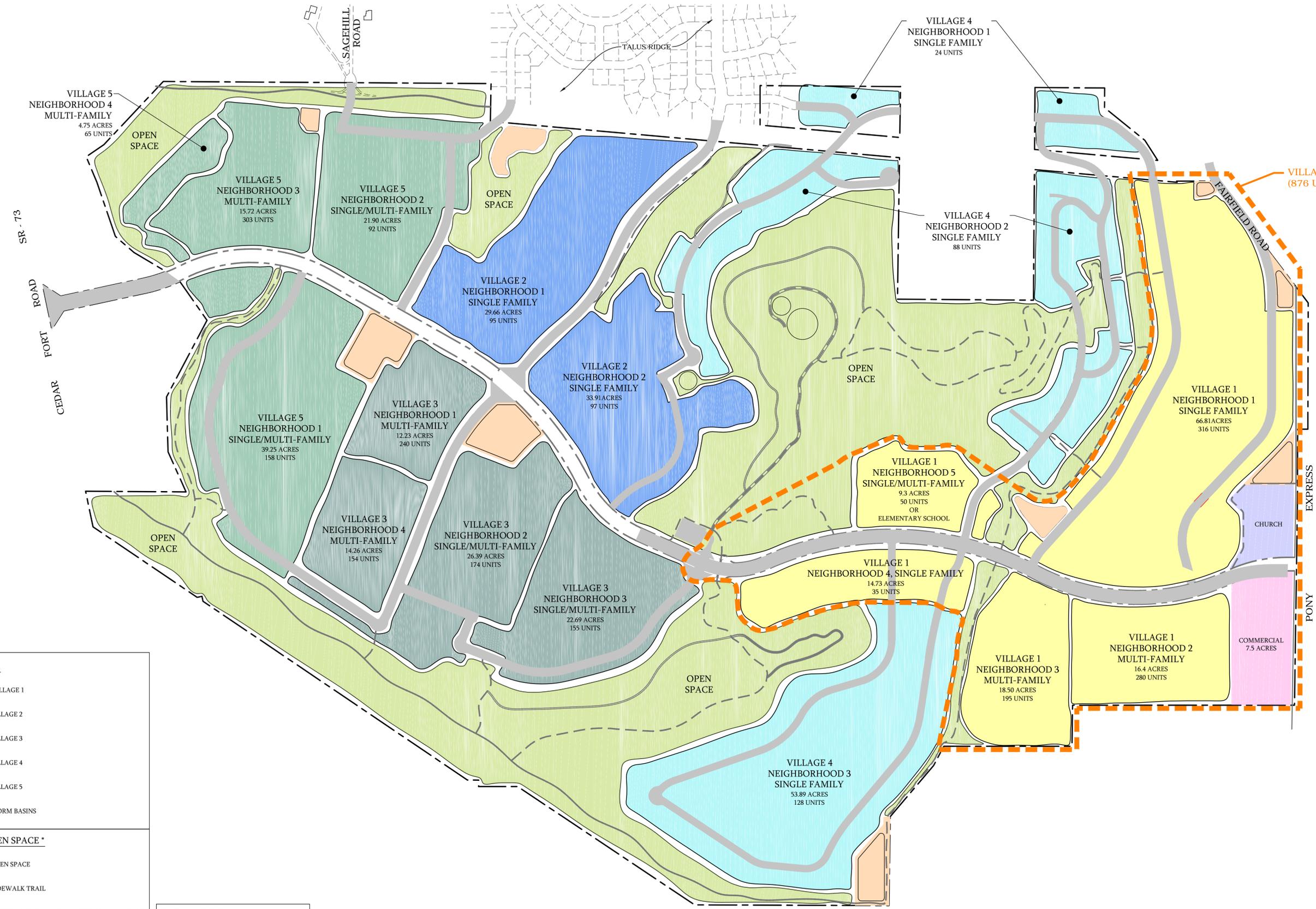
TALUS AT SARATOGA SPRINGS

EXHIBIT B - USE MAP

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:
2014-1664
 DRAWN BY:
TJP
 CHECKED BY:
GDM
 SCALE:
1" = 300'
 DATE:
11/24/2015

EXHIBIT
B



RESIDENTIAL	
	VILLAGE 1
	VILLAGE 2
	VILLAGE 3
	VILLAGE 4
	VILLAGE 5
	STORM BASINS

TRAILS & OPEN SPACE *	
	OPEN SPACE
	SIDEWALK TRAIL
	POWER LINE TRAIL PER MASTER PLAN 8' ASPALT
	AMENITY TRAIL 8' ASPHALT
	ACCESS ROAD/TRAIL 12' ASPHALT
	AMENITY TRAIL (DIRT)

TABULATIONS	
SINGLE FAMILY UNITS:	783 (30%)
SINGLE/MULTI-FAMILY UNITS:	629 (24%)
MULTI-FAMILY UNITS:	1,237 (46%)
TOTAL UNITS:	2,649

U:\LAND DESKTOP PROJECTS\2014\14-1664 MT SARATOGA\DWG\MASTER PLAN\14-1664 EXHIBIT B USE MAP.DWG 11/24/2015 8:47 AM

EXHIBIT “C”
Design Guidelines

1. **Guiding Development Standards:** The development standards established in the Community Plan are intended to act as guidelines for the subsequent Village Plans. Therefore, minimum standards have been established at the community wide level and more appropriate standards intended for larger sized lots will be established at the Village Plan level.

1.1. **Single Family Residential:**

- Lot Regulations:

1. **Lot Size:** An area of not less than 2,500 square feet shall be provided and maintained for each dwelling and uses accessory thereto.
2. **Width.** The minimum width for any residential lot shall be 30 feet at the front setback.
3. **Front Yard Requirements.** The minimum front yard setback shall be 18 feet as measured from a public right-of-way to the garage, and 12 feet measured to foundation of living space, a covered front porch or patio, if present.
4. **Side Yard Requirements.** All dwelling structures and other main buildings shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
5. **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 and patios shall be set back from the rear property line a minimum of 5 feet.
6. **Corner Lots.** On corner lots, the side yard setback on the street side of the lot shall be a minimum of 14 feet.

- Cluster Housing and Other Non-Traditional Single Family Lots:

- All design criteria for Cluster Housing and other non-traditional single family lots will be established with each Village Plan, if applicable.

- Size of Buildings:

1. **Height of Buildings.** All single family buildings shall be no higher than 45 feet.
2. **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.
 - **Multi-Story and Split Level Dwellings.** The minimum finished square footage shall be 1,200 square feet.

1.2. **Attached Multi-Family Residential (Townhomes):**

- Lot Regulations:

1. **Front Yard Requirements.**
 - **Traditional Front Load Townhomes:** The minimum front yard setback shall be 18 feet, as measured from the public right-of-way to the garage,

and 12 feet measured to foundation of living space, a covered front porch or patio, if present.

- Alley Load Multifamily Units: There is no minimum setback from alley to foundation of garage and living space.
 - 2. 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.
 - 3. Rear Yard Requirements. Rear yard setbacks shall be a minimum of 10 feet measured from property line to foundation.
 - 4. 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.
 - 5. 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.
- 1.3. Multi-family Residential:
- Size of Buildings:
 1. Height of Buildings. All attached multi-family buildings shall be no higher than 45 feet.
 2. Minimum Square Feet. The minimum finished square footage shall be 900 square feet.
- 1.3. Multi-family Residential:
- Lot Regulations:
 1. 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.
 2. 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.
 3. 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:
 1. Height of Buildings. All multi-family buildings in the multi-family residential development area shall be no higher than 45 feet.
 2. 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.

2. Architectural Standards:

The architectural standards in this section are intended to establish general guidelines for the Talus 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 will not be allowed within the Talus 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 Talus Architectural Review Committee (TARC).

2.1. Floorplan and Exterior Color Scheme Mixing

In an effort to promote the design of subdivisions with a variety of floorplans, the following community wide restriction will be enforced:

- 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:
 - The home must be a Contemporary elevation, in the event that the home conflicting is any other elevation.
 - Traditional, Craftsman, and Bungalow are considered the same elevation.
- 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:

- Square columns wrapped in stucco with stone wainscot
- Arched beam above front porch wrapped in stucco
- Stucco covering main sections of home with hardie accents in gables
- Eyebrows on all gable ends

2.3. Craftsman Architecture:

- Square front porch beams wrapped in hardie
- Hardie siding covering main portions of home with accents of hardie in gables
- Square front porch columns wrapped in hardie

2.4. Bungalow Architecture:

- Tapered front porch columns wrapped in hardie with stone wainscot
- Square front porch beams wrapped in hardie
- Occasional clipped gable (Dutch hip) on front gables in front elevation
- Corbels placed in gables
- Triangle soffit Vents accents

2.5. Contemporary Architecture:

- Front porch columns range from 3/4 height stone, full height stone, and wider tapered style.
- Beam above front porch are square wrapped in hardie
- Hardie elements on lower portions of home building upward into stucco.
- Lower pitch roof ranging from 5/12 – 7.5/12
- Hip roofs for all roof lines
- Roof overhang at 1’-6”
- Varying heights on stone wainscoting across front elevation

2.6. Additional Architectural features:

- Metal Roofing Accents
- Window Grids
- Shed Roofs Over Windows
- Shed Roof Over Garage

3. Perimeter Buffers and Fencing:

- Perimeter Buffering: No structure (excluding signs, entry features, and accessory buildings) may be closer than ten feet to the peripheral property line of Talus Community boundary.

1. The area within this ten foot area is to be used as a buffer strip and may be counted toward open space requirements and required building setbacks.

- Fencing:

1. Single Family Residential:

- Rear and/or Side Yard Setback. It shall be prohibited to construct, maintain or cause a fence to be constructed along a rear and/or side yard(s) exceeding six feet in height.
- Front Yard Setback. Fencing shall not be permitted greater than three feet high within the first 15 feet inside any front property line or front setback, whichever is less.

2. Attached Single Family and Multifamily Residential:

- Interior fencing shall be constructed at side yard and rear yard locations where next to a lesser density residential project or non-residential project. All fencing shall be no more than six feet in height.

3. Community Wide Fencing Requirements:

- Fencing Materials. Permitted materials are vinyl, stone, brick, stucco, and textured concrete or any other material approved of by the Talus Architectural Review Committee.

4. Architectural Review Committee: 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 Talus 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 Talus Architectural Review Committee (the "TARC"). The TARC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The TARC 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 TARC at its discretion.

EXHIBIT “D”
Findings Statement

- a. Talus at Saratoga Springs 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.

The Talus Community Plan was designed to integrate a diversity of housing, the master trail system, and improved open space, with the unique natural topography of the project. This unique integration will establish the community theme, protect existing vistas and natural features, and work to encourage an active outdoor lifestyle for the residence of the Talus Communities.

- b. Talus at Saratoga Springs contains sufficient standards to guide the creation of innovative design that responds to unique conditions.

The development and architectural standards outlined in this document are intended to establish guidelines and regulations for the Talus Community Plan by providing detail for community-wide systems with enough specificity to determine the size, scope, intensity, and character of subsequent and more detailed Village Plans.

- c. Talus at Saratoga Springs is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties.

Large portions of the peripheral property line of Talus Community consist of Rocky Mountain Power corridors and exceed the required 10’ buffer. These areas constitute large portions of the master trail system and will also consist of parks and other improved amenities. In other areas along the peripheral boundary, special care was taken to coordinate appropriate road connections and landscape buffering.

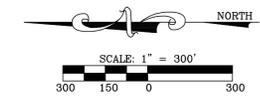
- d. Talus at Saratoga Springs includes adequate provisions for utility services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation.

- e. Talus at Saratoga Springs is consistent with the guiding standards listed in Section 19.26.06 of the City’s Land Use Ordinance.

- f. Talus at Saratoga Springs contains the required elements as dictated in Section 19.26.07 of the City’s Land Use Ordinance.

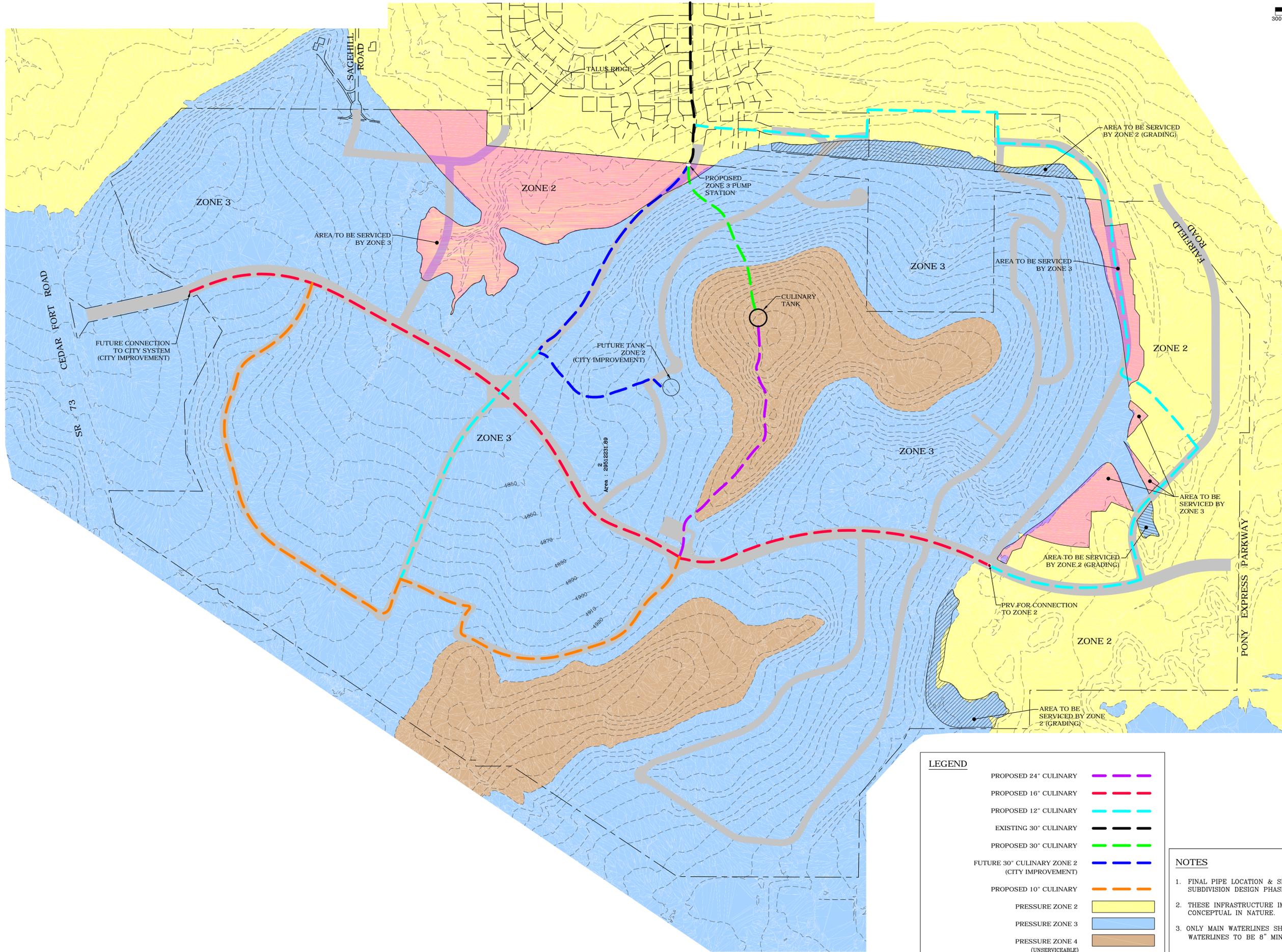
- g. Talus at Saratoga Springs meets the minimum required open space in adopted Community Plan, and adopted District Area Plan if applicable.

EXHIBIT “E”
Culinary Water Master Plan



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

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LEGEND

PROPOSED 24" CULINARY	
PROPOSED 16" CULINARY	
PROPOSED 12" CULINARY	
EXISTING 30" CULINARY	
PROPOSED 30" CULINARY	
FUTURE 30" CULINARY ZONE 2 (CITY IMPROVEMENT)	
PROPOSED 10" CULINARY	
PRESSURE ZONE 2	
PRESSURE ZONE 3	
PRESSURE ZONE 4 (UNSERVICABLE)	

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

TALUS AT SARATOGA SPRINGS
 EXHIBIT E - CULINARY WATER MASTER PLAN

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LEI PROJECT #:
2014-1664
 DRAWN BY:
TJP
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 SCALE:
1" = 300'
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11/24/2015

EXHIBIT
E

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Culinary Water

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

Culinary water service for Talus at Saratoga Springs will be provided through connection to the existing Zone 2 culinary line installed with Talus Ridge as well as the installation of an on-site pump station and Zone 3 storage tank.

Please refer to the Talus at Saratoga Springs Culinary Water Main System Exhibit and the following details:

Talus at Saratoga Springs - Culinary Water Demands

Design Criteria:

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

Area	Connections	Culinary Water			
		Source Req'd gpd/ERC	Total Source gpm	Storage Req'd gal/ERC	Total Storage gal
	ERC				
Zone 2 Residential	724	800	402.22	400	289,600
Zone 2 Commercial	10	800	6	400	4,000
Zone 2 Church	3	800	2	400	1,200
Zone 2 Subtotal	734		409		294,800
Zone 3 Residential	1,967	800	1,092.78	400	786,800
Zone 3 Elementary School	10	800	5.56	400	4,000
Zone 3 Subtotal	1,977		1,098		790,800

Overall Total	2,711	1,508	1,085,600
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Zone 3 Tank Sizing

Residential Storage:	1,085,600
Emergency Storage:	150,000
Fire Storage:	240,000
Required Storage:	1,475,600
Use 1,500,000 G Tank	

Zone 2 Development:

Development within Zone 2 consists of approximately 724 residential ERCs and 13 equivalent ERCs. The proposed Zone 3 tank and associated booster pump station will be installed with the initial Village Plan. 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. The total Zone 2 requirement for both indoor and outdoor storage totals 1,010,907 gallons (294,800 gallons culinary plus 716,107 gallons secondary), which is less than the storage provided within the Zone 3 tank (1,085,600 gallons). Development beyond Village 1 would require additional culinary storage or construction of a secondary water storage facility. The proposed Zone 3 tank storage volume may be constructed in two separate structures as dictated by development progress.

The City's existing source capacity of 3,121 gpm is listed in Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.

Zone 3 Development:

Development within Zone 3 consists of approximately 1,967 residential ERCs and 10 equivalent ERCs. The proposed Zone 3 tank is sized to service this zone in its entirety with the addition of sufficient secondary water storage. The proposed connection points are detailed on the Culinary Water Exhibit.

The City's existing source capacity of 3,121 gpm is listed in Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.

EXHIBIT “F”
Secondary Water Master Plan

EXHIBIT F

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TALUS AT SARATOGA SPRINGS
 EXHIBIT F - OPEN SPACE MASTER PLAN



LEGEND

[Light Yellow Box]	SINGLE FAMILY RESIDENTIAL
[Light Orange Box]	MULTI-FAMILY RESIDENTIAL
[Green Box]	IMPROVED OPEN SPACE
[Light Green Box]	UNIMPROVED OPEN SPACE
[Orange Box]	STORM BASINS
[Light Blue Box]	SENSITIVE LANDS > 30% SLOPE
[Blue Line]	PEDESTRIAN UNDERPASS

COMMUNITY PARK BOUNDARY 207.61± ACRES (29.12%)
 TALUS RIDGE PARK EXTENSION 7.88± ACRES (1.11%)

- NOTES**
1. THE FEATURES AND AMENITIES IN THIS EXHIBIT ARE CONCEPTUAL IN NATURE.
 2. EXISTING DRAINAGE WILL BE INCORPORATED INTO THE OVERALL OPEN SPACE PLAN AND IMPROVED ACCORDING TO CITY STANDARDS.

OPEN SPACE TABULATIONS

OVERALL AREA:	688.05 ACRES
OPEN SPACE REQUIRED:	206.42 ACRES (30%)
OPEN SPACE PROPOSED	
UNIMPROVED:	146.5 ACRES (21.00%)
IMPROVED:	29.73 ACRES (4.17%)
WITHIN MULTI-FAMILY:	26.50 ACRES (3.72%)
STORM BASINS:	12.45 ACRES (1.75%)
SENSITIVE LANDS:	31.65 ACRES (4.60%)
TOTAL:	246.83 ACRES (35.90%)

STORM BASINS

①	STORM BASIN - 0.37 ac.
②	STORM BASIN - 0.82 ac.
③	STORM BASIN - 2.82 ac.
④	STORM BASIN - 2.92 ac.
⑤	STORM BASIN - 3.75 ac.
⑥	STORM BASIN - 0.95 ac.
⑦	STORM BASIN - 1.32 ac.
⑧	STORM BASIN - 0.72 ac.
⑨	STORM BASIN - 0.29 ac.

TRAILS

[Solid Line]	POWERLINE CORRIDOR TRAIL (8' ASPHALT) - 8,032 lf.
[Dashed Line]	AMENITY TRAIL (8' ASPHALT) - 20,746 lf.
[Dotted Line]	ACCESS ROAD/TRAIL (12' ASPHALT) - 2,444 lf.
[Dash-dot Line]	SIDEWALK TRAIL (8' CONCRETE) - 22,437 lf.
[Thin Solid Line]	TRAIL (DIRT) - 5,941 lf.

PROPOSED OPEN SPACE AMENITIES

ITEM	CATEGORY
▲ AMPITHEATER	A
▲ SWIMMING POOL (MULTI-FAMILY AREAS)	A
▲ BATHROOMS (WITH PAVILION)	B
▲ PAVILLION, EXTRA LARGE	B
▲ ZIP LINE (PER 75')	C
▲ PLAYGROUND	C
▲ TRAIL, HARD SURFACE (PER 1,000')	D
▲ SWING SET	D
▲ BASKETBALL - HALF COURT	D
▲ BASEBALL DIAMOND	E
▲ TRAIL, DIRT (PER 1,000')	E
▲ DRINKING FOUNTAIN	F
▲ TABLE	F
▲ TRASH CAN	F
▲ WORKOUT STATION	F
▲ PARK BENCHES	F
▲ BBQ GRILLS	F
▲ PARKING SPACES (CLUBHOUSES & MAIN PARK)	P
PROPOSED AMENITIES NOT LISTED	
▲ PEDESTRIAN UNDERPASS	
▲ CLUBHOUSES	
▲ FRISBEE GOLF	
▲ ADDITIONAL OPEN SPACE AREA (113-65)	
▲ DOG PARK	

REVISIONS

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LEI PROJECT #:
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GDM
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1" = 300'
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11/24/2015

EXHIBIT
F

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Secondary Water

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

Secondary water service for Talus at Saratoga Springs 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 Talus at Saratoga Springs Secondary Water Main System Exhibit and the following details:

Talus at Saratoga Springs - Secondary Water Demands

Design Criteria:

Secondary Water Source:	0.75 AF/yr 1.8 gpm/ SF ERC 3.13 gpm/Irrigated Acre (IA)
Secondary Water Storage:	2213 gal/ SF ERC 9216 gal/ Irrigated Acre (IA)
Commercial:	2 ERC/Ac Planning Est

Area	Connections	Secondary Water			
		Source Req'd gpm/ERC or IA	Total Source gpm	Storage Req'd gal/ERC or IA	Total Storage gal
Zone 2 SF Residential	249	1.8	448	2,213	551,037
Zone 2 MF Residential	11	3.13	35	9,216	102,482
Zone 2 Commercial	10	1.8	18	2,213	22,130
Zone 2 Church	2	3.13	5	9,216	13,824
Zone 2 Parks / Open Space	3	3.13	9	9,216	26,634
Zone 2 Subtotal			515		716,107
Zone 3 SF Residential	1,226	1.8	2,207	2,213	2,713,138
Zone 3 MF Residential	12	3.13	39	9,216	115,108
Zone 3 Elementary School	5	3.13	16	9,216	46,080
Zone 3+ Parks / Open Space	52	3.13	164	9,216	482,365
Zone 3 Subtotal			2,425		3,356,691

Available Capacity

Overall Total	2,940	4,072,798
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Zone 3 Secondary Tank Sizing

Zone 3 Storage:	3,356,691
Required Storage:	3,356,691
Use 3,400,000 G Tank	

Zone 2 Development:

Development within Zone 2 consists of approximately 249 residential ERCs, 10 equivalent ERCs and 16 acres of irrigated landscaping or open space. These uses total 716,107 gallons of storage which is accommodated within the proposed Zone 3 culinary tank. The Zone 3 culinary tank will be used for both indoor and outdoor water uses for Village 1 as described within the culinary water section. Development beyond Village 1 will require secondary water storage by the developer or through city capital improvement projects. Proposed connection points are detailed on the Secondary Water Exhibit.

As shown within the April 2014 Capital Facility Plan, there is no remaining capacity within the secondary water sources. The initial development of Village 1 will utilize culinary water for outdoor uses. Future Villages 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 Talus at Saratoga Springs.

Zone 3 Development:

Development within Zone 3 consists of approximately 1,226 residential ERCs and 69 acres of irrigated landscaping or open space. These uses total 3,356,691 gallons of storage. This storage requirement will be met by the installation of a pump station and tank/pond storage. With the large volume and topography of the site, the storage may be staged within 2 or more storage facilities.

As shown within the April 2014 Capital Facility Plan, there is no remaining capacity within the secondary water sources. 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 Talus at Saratoga Springs.

EXHIBIT "G"
Open Space Master Plan



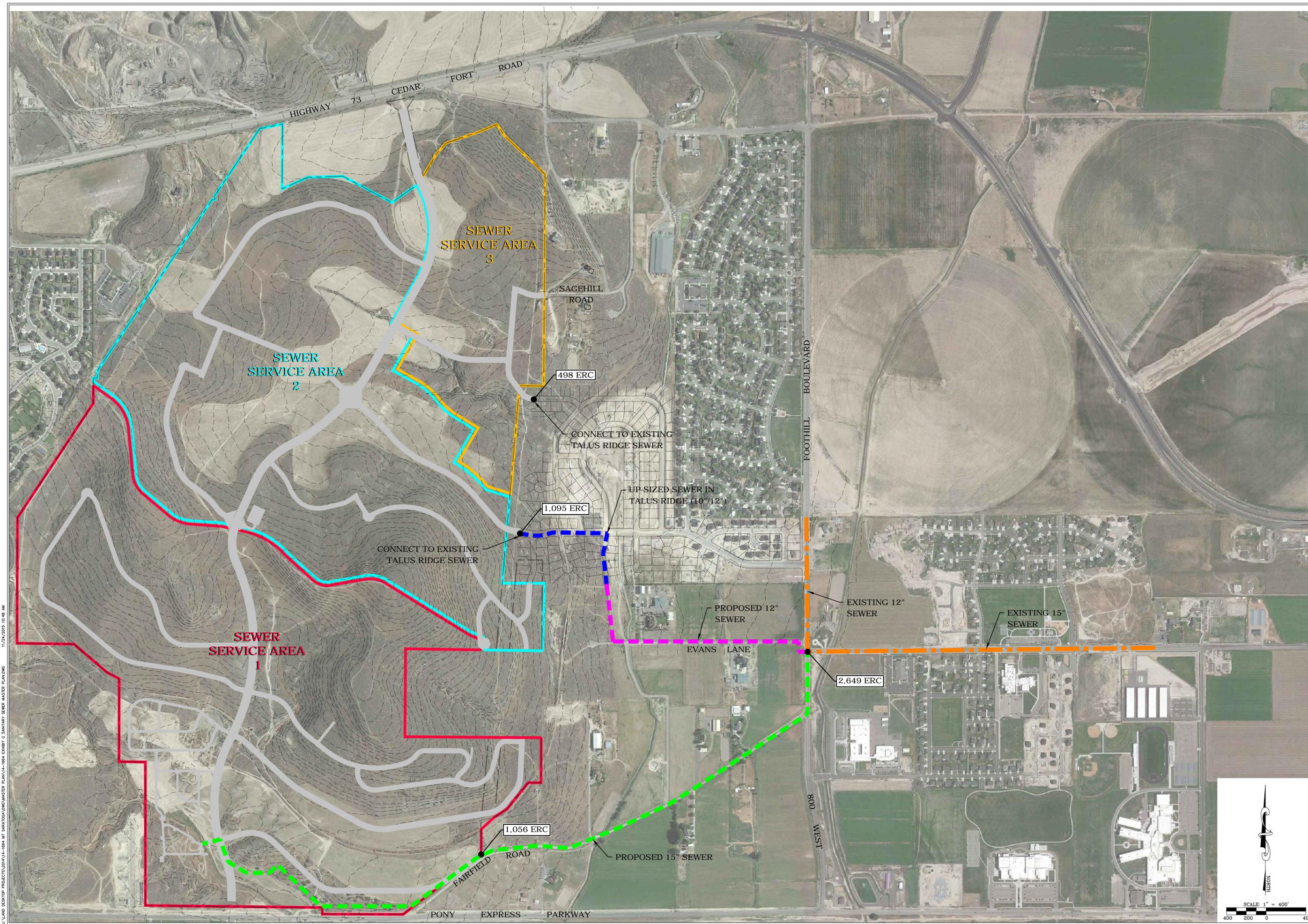
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3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
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TALUS AT SARATOGA SPRINGS

EXHIBIT G - SANITARY SEWER MASTER PLAN



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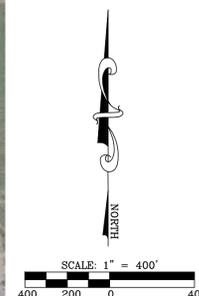
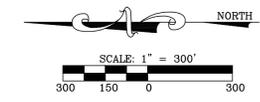


EXHIBIT
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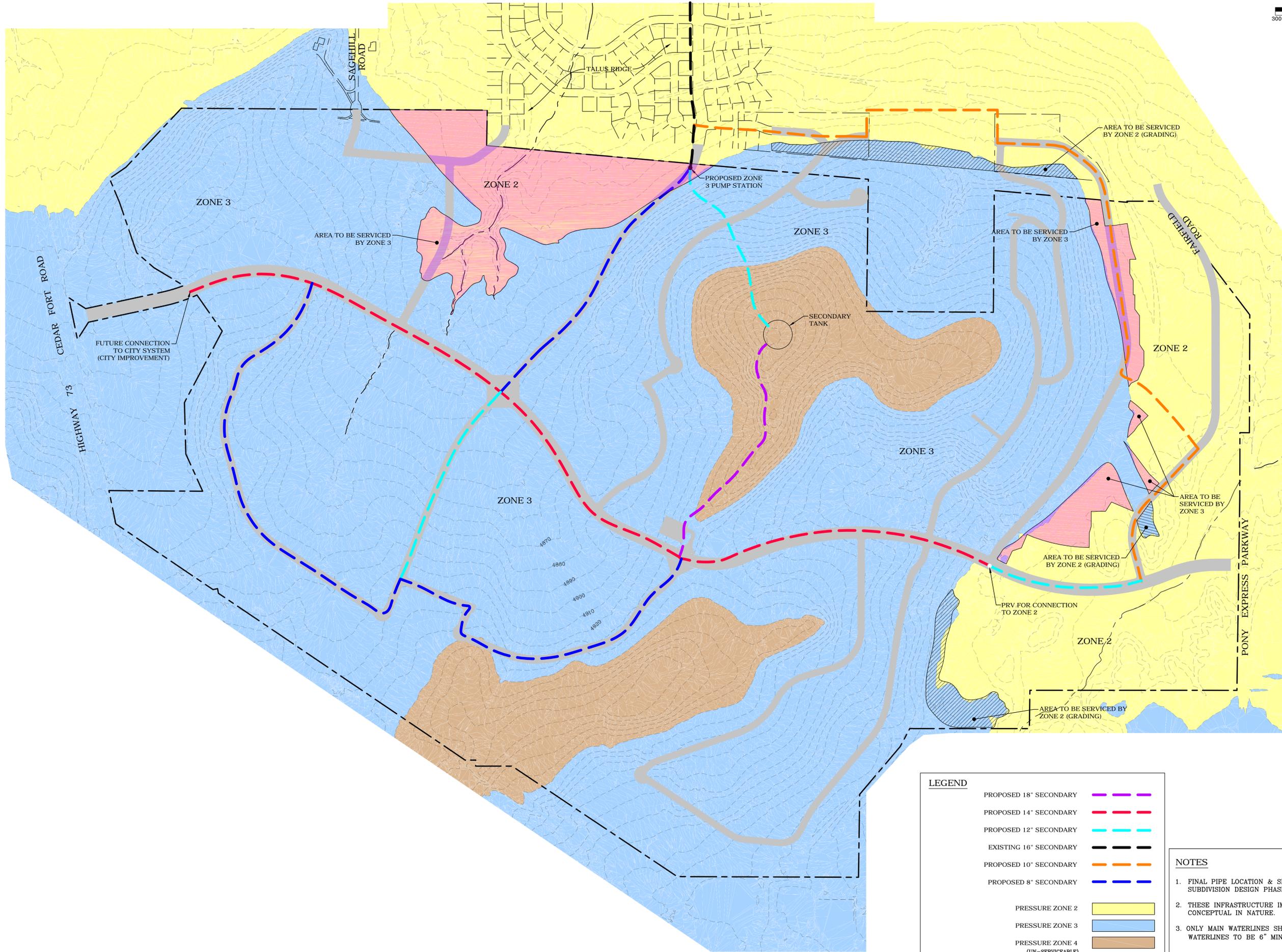
EXHIBIT "H"
Sanitary Sewer Master Plan

EXHIBIT H



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ENGINEERS
SURVEYORS
PLANNERS
 3302 N. Main Street
 Spanish Fork, UT 84666
 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
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LEGEND

PROPOSED 18" SECONDARY	
PROPOSED 14" SECONDARY	
PROPOSED 12" SECONDARY	
EXISTING 16" SECONDARY	
PROPOSED 10" SECONDARY	
PROPOSED 8" SECONDARY	
PRESSURE ZONE 2	
PRESSURE ZONE 3	
PRESSURE ZONE 4 (UN-SERVICABLE)	

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

TALUS AT SARATOGA SPRINGS
 EXHIBIT H - SECONDARY WATER MASTER PLAN

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LEI PROJECT #:
2014-1664
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EXHIBIT "I"
Street Cross Sections Master Plan

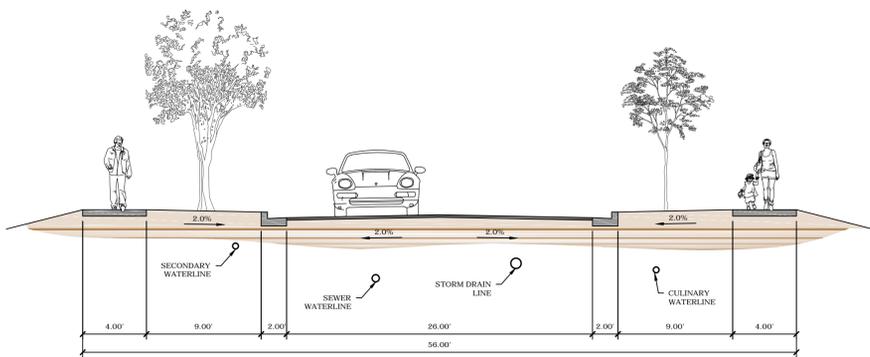


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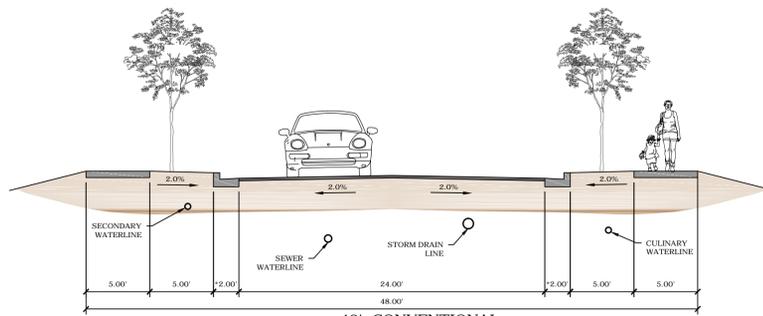
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3302 N. Main Street
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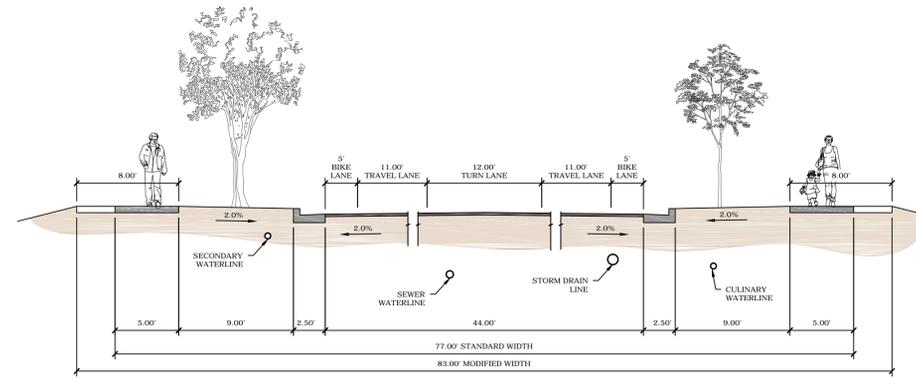


56' CONVENTIONAL
City Standard

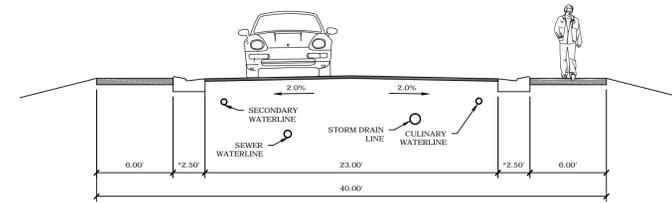


48' CONVENTIONAL
Public

* 30' Modified curb allowed where driveway spacing is less than 50'



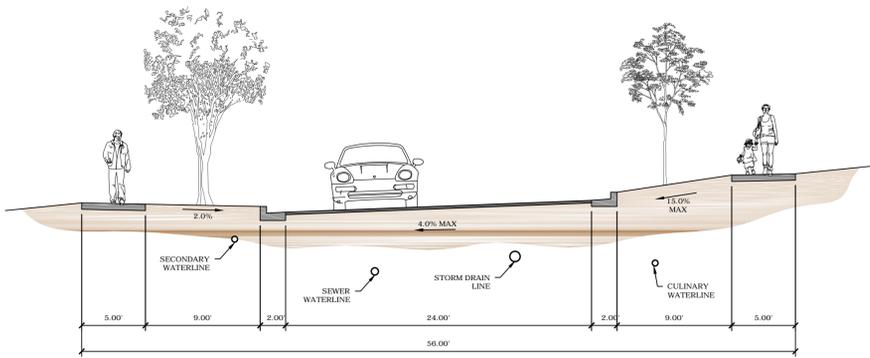
83' COLLECTOR (77' MODIFIED)
Expanded walks



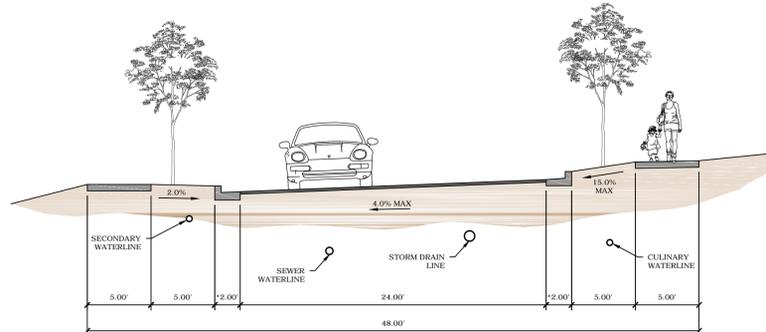
40' PRIVATE DRIVE (CITY STANDARD)

Townhome areas

* 30' Modified curb allowed where driveway spacing is less than 50'

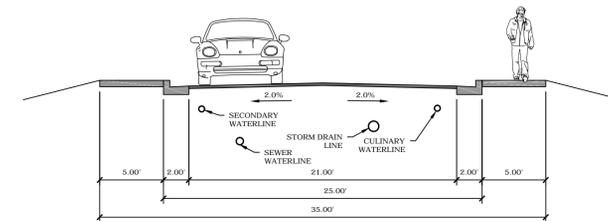


56' HILLSIDE
Public



48' HILLSIDE
Public

* 30' Modified curb allowed where driveway spacing is less than 50'



35' PRIVATE DRIVE
Stacked dwelling units

TALUS AT SARATOGA SPRINGS

EXHIBIT I - STREET CROSS SECTIONS MASTER PLAN

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2014-1664

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SCALE:

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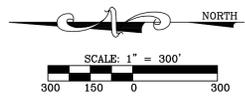
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EXHIBIT “J”
Transportation Master Plan



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SURVEYORS
PLANNERS
 3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
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TALUS AT SARATOGA SPRINGS
 EXHIBIT J - TRANSPORTATION MASTER PLAN



LEGEND

- MODIFIED 77' COLLECTOR (3' ADDED TO WALK EACH SIDE, 83' OVERALL)
- 56' LOCAL
- 48' HILLSIDE LOCAL
- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- STORM BASINS
- OPEN SPACE

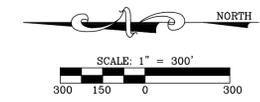
NOTE: MAIN TRANSPORTATION AND CONNECTIVE ROADS SHOWN.
 ADDITIONAL ROADWAYS TO BE 48' & 56'

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2014-1664
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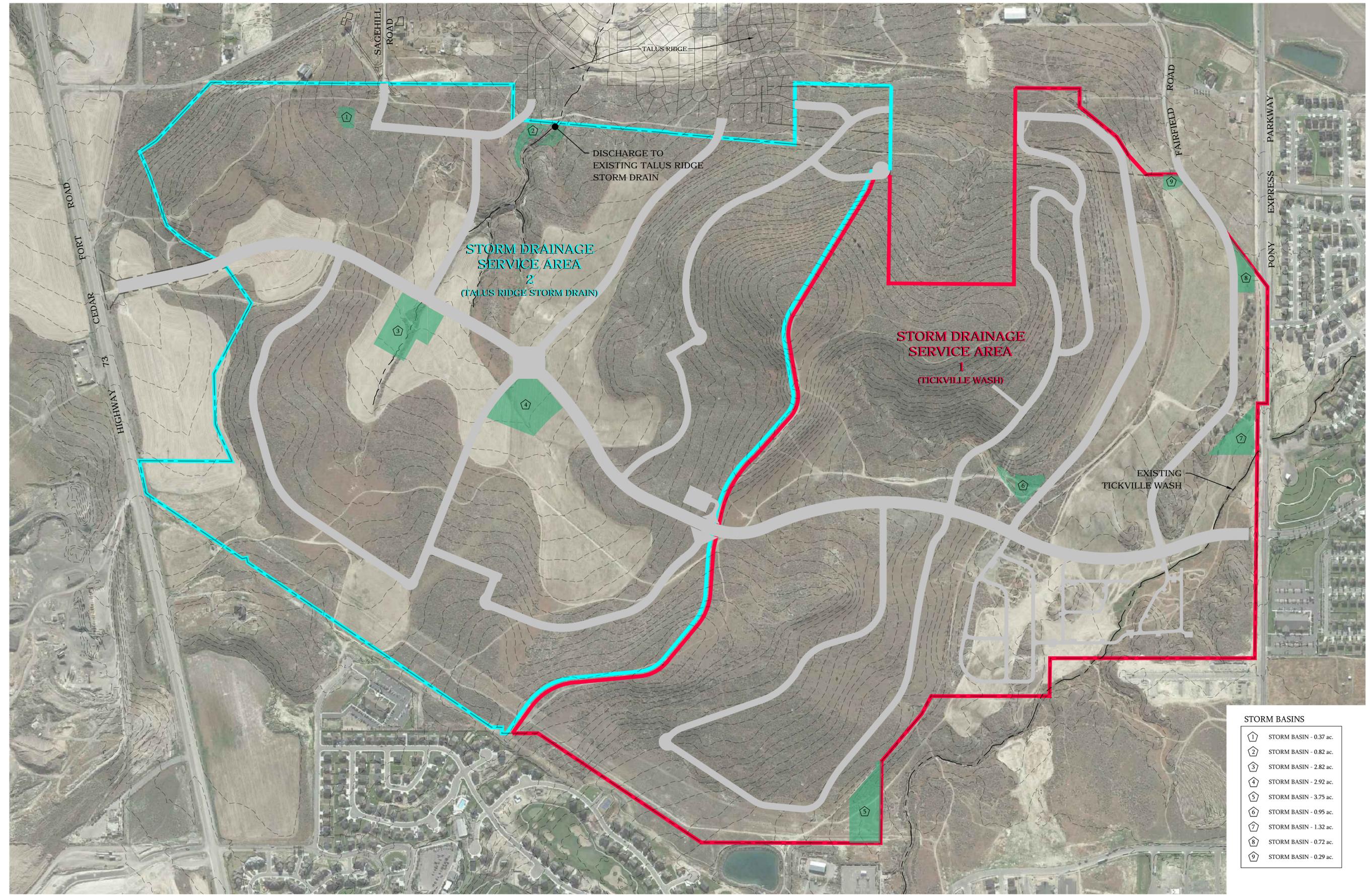
EXHIBIT
J

EXHIBIT “K”
Hillside Development Standards



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ENGINEERS
SURVEYORS
PLANNERS
 3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
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STORM BASINS

1	STORM BASIN - 0.37 ac.
2	STORM BASIN - 0.82 ac.
3	STORM BASIN - 2.82 ac.
4	STORM BASIN - 2.92 ac.
5	STORM BASIN - 3.75 ac.
6	STORM BASIN - 0.95 ac.
7	STORM BASIN - 1.32 ac.
8	STORM BASIN - 0.72 ac.
9	STORM BASIN - 0.29 ac.

TALUS AT SARATOGA SPRINGS

EXHIBIT K - STORM DRAIN MASTER PLAN

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EXHIBIT **K**

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Chapter 19.10. Sensitive Lands Evaluation and Development Standards

Sections:

- 19.10.01. Purpose.**
- 19.10.02. Scope and Application.**
- 19.10.03. Required Plans.**
- 19.10.04. Hillside Development Standards.**
- 19.10.05. Bonding Requirements.**

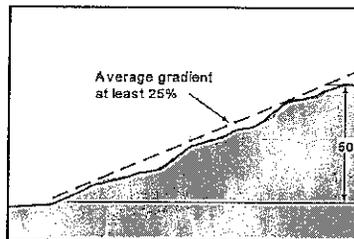
19.10.01. Purpose.

1. The provisions of this Chapter are enacted in order to provide standards, guidelines, and criteria for minimizing flooding, erosion, and other environmental hazards that may result from development of hillsides in the City. 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.

19.10.02. Scope and Application.

1. It shall be unlawful to grade, fill, or excavate any land in any manner that presents an unreasonable risk of erosion, flooding, landslide, or any other unsafe condition.
2. The provisions of this Chapter shall apply to all areas and projects that contain sensitive lands or slopes on sites with an average gradient of at least 25% and vertical elevations of at least 50 feet. The determination of the precise location of the sensitive lands and average gradients on a site shall be made with the information submitted by the applicant, and any other information available, including City maps and records and site inspections.

- 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 25 percent gradient. That is, the measurement of the vertical elevation may include some areas with less than 25 percent gradient as long as the overall, predominant slope gradient is 25 percent.



3. The provisions of this Chapter are intended to supplement those set forth in the Subdivision Ordinance and other Chapters of the Land Development Code. In the event of conflict, the more restrictive provision shall apply.

4. Detailed reports and plans are required in the following sections of this Chapter which must be approved by the City before any construction will be permitted in designated hillside areas.
5. Development of individual residential lots located in an approved subdivision shall comply with conditions, standards, and requirements established through the subdivision approval process. Site specific plans, necessary to achieve the purpose of this Chapter, may also be required for residential lots that are not located in a recorded subdivision.

19.10.04. Hillside Development Process and Standards.

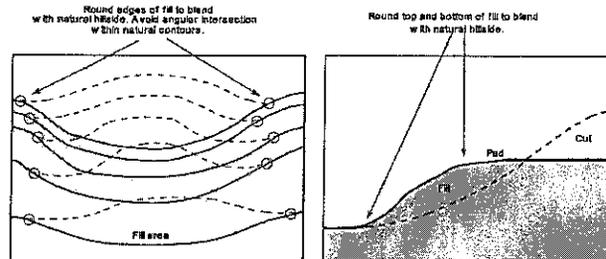
The following plans shall be submitted as part of the Preliminary Plat or Site Plan application in addition to all other requirements of Title 19. All reports and plans submitted herein shall be prepared by persons or firms licensed or certified to practice their specialty in the State of Utah.

1. **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 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 of Redwood Road and Pioneer Crossing.
 - 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.
 - 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

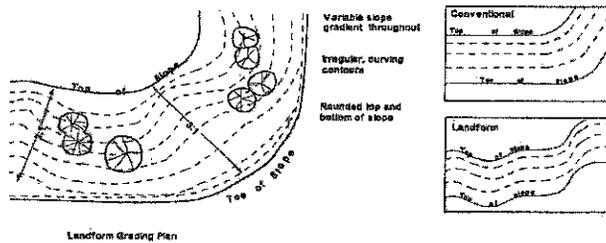
area to a more natural condition or if it will improve the stability of a previously disturbed area.

- d. Filling or dredging of major drainage channels shall be prohibited unless specifically approved by the City. Major Drainage channels shall be identified and include, at a minimum, those providing through drainage channels that have contributing watersheds that extend outside the boundary of the proposed project.
 - i. 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.
 - ii. All lots shall be set back a minimum of 15 feet from the top-of-bank (as measured perpendicular to the channel) of major drainage channels and structure finished floor elevations of such lots shall be at least 2 feet above the 100-year high water elevation, if defined. A geotechnical engineer shall evaluate the stability of the channel and shall determine if the setback needs to be greater than 15 feet to remove the lot from the erosion hazard zone.
 - 1. The top-of-bank shall be defined as the wider of the either (1) the boundary (grade break) between steeper slope of the channel and the flatter slope of the adjacent land or (2) a defined FEMA 100-yr high water elevation.
 - iii. Adequate protection against erosion shall be provided for all structures within, alongside, and adjacent to major drainage channels through the use of grade separation, piping or armoring of the channel.
- e. A preliminary wetland delineation study shall be provided unless specifically waived by the City.
- f. Any FEMA Floodplain designation shall be noted on the plan.
- g. A geology 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.

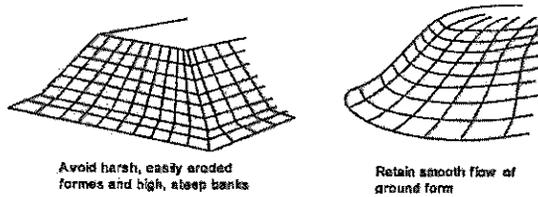
- iv. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geologic hazards.
 - h. A Soil Report shall be prepared by a Geotechnical Engineer or Geologist licensed by the State of Utah. This report shall contain data regarding the nature, distribution and strength of soils within the project area and be based upon adequate test borings and excavations. The Soil Report shall contain all applicable information required by the City's Standard Technical Specifications and Drawings manual as well as the following:
 - i. Recommendation of corrective actions intended to prevent damage to proposed structures and public improvements that may result from development of steep slopes.
 - ii. Recommendations regarding stability of slopes including maximum slope based on the existing materials and erosion control methods.
- 2. **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 shall not exceed 3:1 within residential lots and 2:1 within open space areas and non-residential lots.
 - i. Slopes in excess of a 4:1 slope within residential lots shall be supported by a geotechnical report prepared and certified by a qualified professional, that a steeper slope will be stable and will not create a probable hazard to public or private property. The report shall provide recommendations on the methods and procedures for the creation of such slopes.
 - ii. All cut, filled, and graded slopes shall be re-contoured to blend into the natural grade of surrounding land.
 - iii. All permanent cuts and fills shall be constructed and stabilized to minimize settlement, sliding, or erosion damage to streets, curbs, gutters, sidewalks, or buildings.
 - iv. 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.



- v. If located adjacent to natural topography or manufactured slopes that are landform graded, newly created manufactured slopes should be landform graded with undulating slopes, irregular/varying gradients, and with the top (crest) and bottom (toe) of new manufactured slopes rounded to resemble natural landforms.



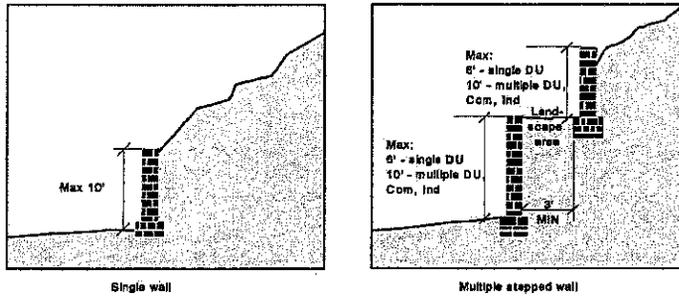
- b. The transition between manufactured slopes and natural topography should be blended to avoid harsh angular lines.



- c. Retaining walls shall not exceed ten feet in height as measured from the lowest adjacent grade to the top of the wall. When the overall retained height would exceed 10 feet, the retaining wall shall be broken into a maximum of 2 stepped walls with no individual wall exceeding 10 feet.

- i. 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 3 feet between each individual wall in a tiered wall system.

Comment [GM1]: Update graphic with 2-10 walls

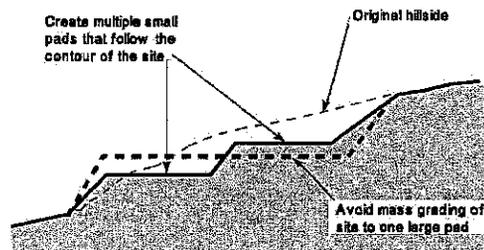


1. Terraces created between retaining walls shall be permanently landscaped.
2. The color of retaining walls should blend with the natural terrain and color of the structures on the site.

- ii. All retaining walls greater than two feet must be designed by an engineer licensed by the State of Utah.
- iii. Retaining walls four feet or greater in height as measured from the lowest adjacent grade to the top of the wall must be designed by an engineer licensed by the State of Utah and such designs shall be supported by stamped structural calculations. Prior to installing of retaining walls that are four feet or greater, a building permit shall be obtained.

d. Cutting and grading to create benches or pads for building sites shall be minimized where possible.

- i. Steep hillside areas should not be mass graded to create a large flat pad. Instead, smaller stepped pads could be used that follow the existing topography and proposed land use plan.

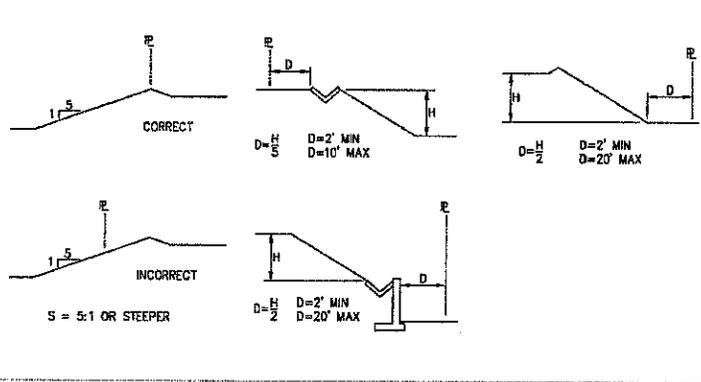


- ii. Cuts and fills to create benches shall have a maximum catch slope according to the Grading Plan.

1. Property lines between adjacent lots shall not be located on a graded slope steeper than to 5 units horizontal to 1 unit vertical (20 percent slope).

2. For graded slopes the property line between adjacent lots shall be at the apex of the berm at the top of the slope unless specifically approved otherwise by the City.

i. The building setback at the top or toe of a cut/fill slope shall not be less than that half the height of the slope with a minimum of 2 feet and a maximum of 15 feet unless a greater distance is required to accommodate drainage.



Comment 1 GM21: Clarification for building setback rather than property line.

ii. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Such protection may include but shall not be limited to:

3. Setbacks greater than those specified in section iv above.
4. Provisions for retaining walls or similar construction.
5. Erosion protection of the fill slopes.
6. Provision for the control of surface waters.

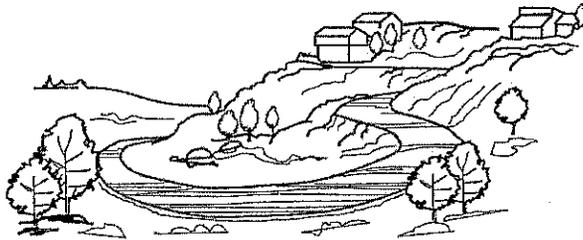
iii. Berms, interceptor drains, swales or other devices shall be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of a slope or adjacent properties.

iv. Retaining walls shall be located a minimum of 4' from primary structures. Walls shall not generally be located within PUE's unless a release is obtained from all applicable utility companies.

- e. Stockpile areas shall be designated and stockpile details provided showing the anticipated size and height of the stockpiles.
- f. Construction access or haul road locations shall be clearly designated with details provided showing their proposed width and structure. Access road locations shall:
 - i. Avoid residential roads.
 - ii. Avoid roads that are not structurally able to support the loading.
 - iii. Be properly signed to inform the public of construction traffic.
- g. Locations of soil screening and rock crushing operations shall be clearly designated.
- h. A Grading Plan may not:
 - i. Be used solely for the purposes of mining of materials.
 - ii. Create cuts or fills closer than 10 feet to the development boundary unless specifically approved by the City and adjacent land owners.

3. **Road and Lot Layout Plan** -. The following standards shall be applied during the preparation of Road and Lot Layout Plan:

- a. Streets should follow the contours of the natural terrain to the greatest extent possible.

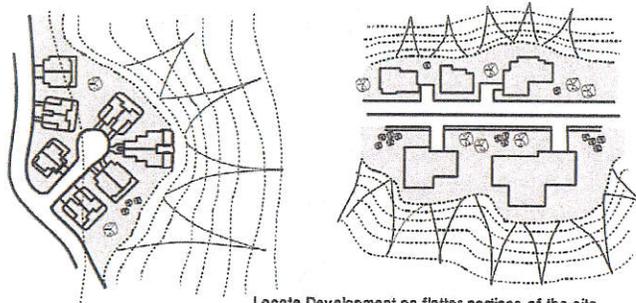


- b. Streets shall not cross slopes over areas identified as protected in the Sensitive Lands Protection Plan unless deemed necessary based on the following findings:
 - i. no alternate location for access is feasible or available;
 - ii. No significant adverse visual, environmental, or safety impacts will result from the crossing, either by virtue of the design and construction of the street

as originally proposed or as a result of incorporation of remedial improvements provided by the developer to mitigate such impacts.

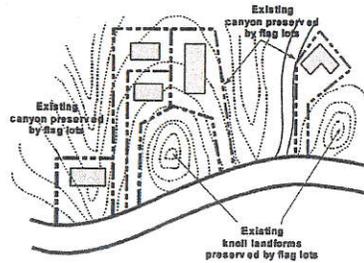
- b. The minimum horizontal Alignment Radius for Local roads may be reduced to 90' if it results in a road alignment that minimizes disturbance and will not result in a dangerous or unsafe condition. Such roads shall be posted with a 20 mph limit.
- c. Vertical curves may reduce the min "K" value (length of vertical curve per 1% change in grade) to 7 for crest curves and 17 for sag curves if it results in a road alignment that minimizes disturbance and will not result in a dangerous or unsafe condition. Such roads shall be posted with a 20 mph limit.
- d. The maximum Slope for Local roads may increase to 12% if it results in a road alignment that minimizes disturbance and will not result in a dangerous or unsafe condition.
 - i. A plat note shall be added to subdivisions with roads in excess of 10% warning of the potential for limited service by school buses.
- e. Roadway cross slopes may be increased to 4% if it results in a roadway cross section that minimizes disturbance and will not result in a dangerous or unsafe condition.
- f. Parkstrip planters may slope towards the roadway at a maximum of 15% if it results in a roadway cross-section that minimizes disturbance and will not result in a dangerous or unsafe condition.
- g. Intersection Landings for cross streets shall not exceed 5% within 50' of intersections as measured from the right-of-way.
- h. Street slopes and grades shall, to the maximum extent feasible, follow the natural terrain. The developer shall dedicate to the City (or HOA if a private road) a slope easement for any cut or fill slope created by construction of a street which is not contained within the right-of-way.
- i. Access, whether by street or approved trail, shall be provided through the development to protected areas.
 - i. Points of access shall be provided to all developed and undeveloped land for emergency firefighting equipment.
 - ii. Access to canyon trails and natural washes shall be provided through developments that are located adjacent to such canyons or washes. Parking areas may be required by the Planning Commission at trail heads.

- j. Proposed Lots shall be shown and shall meet the requirements of the applicable zone of each proposed lot. Lots may not contain any portion of protected areas. Furthermore, each lot shall include a minimum building envelope that will serve as the location (or future location) of development of the lot. Building envelopes shall:
 - i. Be contained within the building setbacks of the proposed lot.
 - ii. Be a minimum of one thousand (1,000) square feet in size.
 - iii. Have a slope less than thirty (30) percent.
 - iv. Have a minimum dimension of thirty (30) feet.
- k. Development should be concentrated in the least steep areas of the site in order to preserve as much of the natural terrain as possible.



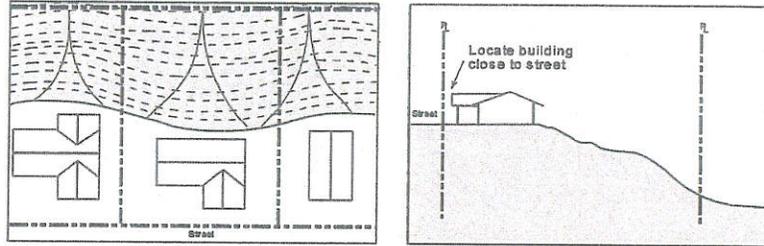
Locate Development on flatter portions of the site.

- l. Varied lot sizes and flag lots should be used where they will reduce the amount of grading required by using shared access points and/or by preserving natural landforms.

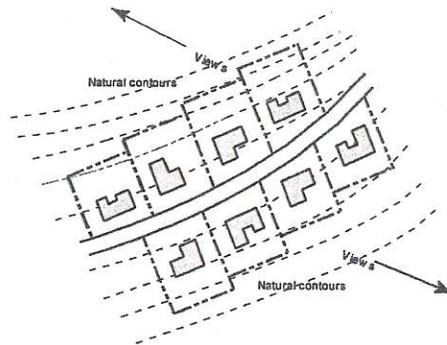


- m. Building pads should be located in order to preserve as much of the natural terrain as possible.

Comment [GM3]: Seems to contradict l above. Update graphic.



- n. Lots should be designed to fit the natural contour of the site rather than the site being altered to fit a particular structure type. Large flat pads should be avoided in favor of stepped, or split-level structures that follow the general contours of the site.



- o. Structure designs and foundation types should be utilized that are compatible with the existing steep hillside conditions and require less grading.
- p. A Data table shall be provided identifying:
- The minimum, maximum and average lot sizes.
 - The area and percent of protected sensitive areas.
 - The area and percent of total open space as well as the percentage of open space that is comprised of sensitive land.

Comment [GM4]: I agree with the text, but not the graphics. The 2 options end up with the same finished grade.

Comment [GM5]: Incorporated into "j"

q.

- r. Private driveways and access roads shall not exceed a grade of fifteen percent.

4. **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 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 according to **Section 19.06**. To the maximum extent practical, existing vegetation shall be replaced in kind.
 - 1. Any slope 3:1 or steeper shall have control matting or fabric installed in addition to and reseeding or revegetation.
 - 2. New or disturbed ditches and swales in excess of 1 percent slopes shall have straw waddles installed at 100' intervals to minimize scour and reduce flow velocities.
- iv. Use of fire-resistant plants for revegetation is strongly encouraged particularly in areas identified as a Wildland-Urban Interface.
- v. Should existing trees need to be required, an area of revegetation must be identified and similar number and species of trees with a minimum 2-1/2" caliper provided.

To the extent feasible, all drainage from development of a site containing steep hillsides should be directed away from any steep hillside areas and directed towards a public storm drain system or onto a street developed with a gutter system designed to carry surface drainage runoff. This does not apply to natural drainage courses existing on the portions of the site that are not proposed to be developed. These natural drainage courses should be retained where feasible, with historical flows being maintained. **19.10.05. Grading Permit and Bonding Requirements.**

Comment [GM6]: Redundant with all other items in section. Random shrubs and trees will require irrigation.

The developer or lot owner may be required to guarantee the completion of revegetation projects, the stabilization of grading sites, construction of storm water runoff facilities, and other requirements of this Chapter as part of its subdivision bonding as required by the Land Development Code.

EXHIBIT “L”
Open Space Standards

Open Space Standards

Purpose. These standards establish minimum open space requirements for Talus Ridge at Saratoga Springs to ensure that parks and open space meet the recreational and scenic needs of the new residents.

Definitions.

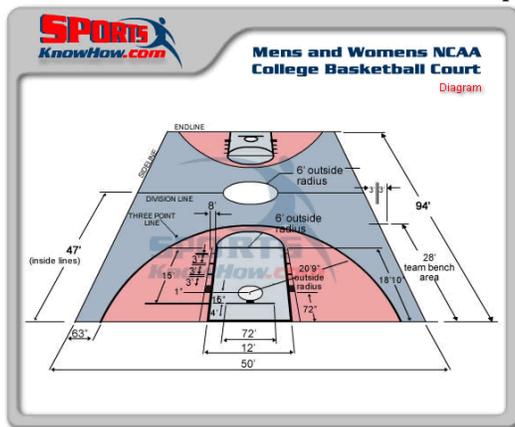
1. "Amenities" means an improvement for use by park patrons, such as playground equipment, play fields, trails, benches, and restrooms.
2. "Amphitheater" means a curved open-air venue for entertainment, with tiered seating or upward-sloped turfed area suitable for seating surrounding a central level 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

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 below and as defined:

- a. **Method:** Multiply each acre or portion thereof, for each category provided, by the multiplier to determine the Equivalent Open Space acreage:

EQUIVALENT ACRE FORMULA	
Category of Open Space Provided:	Multiplier:
Unimproved, not Sensitive Lands	0.30
Sensitive Lands - no access	0.15
Sensitive Lands - limited access	0.45
Improvement of existing City owned open space	0.67
Detention basin - limited access	0.67
Detention basin - no access	0 - no credit
Partially Improved	0.75
Fully improved with limited access	0.75
Fully Improved with full access	1

- b. **Compliance:** The overall 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.

2. **Community Plan Calculation:** The Equivalent Open Space requirement for the Community Plan for Talus Ridge at Saratoga Springs is calculated as follows, resulting in 117.8 Equivalent Acres:

EQUIVALENT ACRE FORMULA				
Category:	Multiplier:	<i>Actual</i> Acres provided	<i>Equivalent Acre</i> Formula:	<i>Equivalent Acres</i> Provided:
Unimproved, not Sensitive Lands	0.30	149.7	149.7 x 0.30	44.9
Sensitive Lands - no access	0.15			
Sensitive Lands - limited access	0.45	33.2	33.2 x .45	14.9
Improvement of existing City owned open space	0.67			
Detention basin - limited access	0.67	12.5	12.5 x .67	8.3
Detention basin - no access	0 - no credit			
Partially Improved	0.75			
Fully improved with limited access (Within Multi-Family)	0.75	26.5	26.5 x 0.75	19.9
Fully Improved with full access (Community Park)	1	29.7	29.7 x 1	29.7
TOTALS		251.6		117.8

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 2,688, the required Equivalent Open Space requirement is 67.2 acres.
2. **Minimum percentage.** In addition to meeting the minimum Equivalent Open Space requirement, 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 3,360 (50 x 67.2).
2. **Points Per Amenity.** Each recreational amenity is worth a number of points. For appropriate spacing of amenities, each item also has a minimum square footage requirement.
3. **Mixture of Amenities and Required Amenities.**
 - a. The Community Plan must show the locations of an adequate mixture of amenities.
 - b. Each Village Plan must incorporate a mixture of amenities, including at least one separate item each from Categories A, B, C, D, E, and F. Village Plans must meet this requirement on a cumulative basis.
 - c. All park areas over 5 contiguous acres of improved open space are required to provide a minimum 1-toilet restroom.
 - d. When an amenity is proposed that is not listed, 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	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
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
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. If the construction of various portions of the project is proposed to occur in stages, then the following standards shall be met.
 - 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 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 15th and shall end no later than October 15th 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 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 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. The City may only accept dedication or easements for open space that meets one or more of the following criteria:
- a. Regional trail corridors that are identified on the City Trails Master Plan and built to City standards, as well as crucial connections between such corridors.
 - i. Trail corridors dedicated to the City shall have a minimum width of fifteen feet.
 - ii. Public access trail easements through privately owned open space shall include only the area from exterior edge of trail surface to exterior edge of trail surface with adjacent landscaping maintained by the owner of the adjacent property.
 - b. Public parks over 5 Equivalent Acres with a minimum average of [125] points of amenities per **partially or fully improved** Equivalent Acre.
 - c. Public parks of less than 5 Equivalent Acres only when offering a major public benefit such as trailhead parking or other need identified in the City Parks and Trails Master Plan, and containing a minimum average of [150] points of amenities per **partially or fully improved** Equivalent Acre.

Talus Ridge at Saratoga Springs
Open Space Calculations

	# Units	Units / Ac	Required Acres
Required Open Space (Equivalent Acre)	2,688	40	67.2

Equivalent Open Space

Land Use	Multiplier	Actual Acres	Equivalent Acres
Unimproved, Not Sensitive Lands	0.30	149.7	44.9
Sensitive Lands - No Access	0.15	-	-
Sensitive Lands - Limited Access	0.45	33.2	14.9
Improvements of Existing City Owned OS	0.67	-	-
Detention Basin - Limited Access	0.67	12.5	8.3
Detention Basin - No Access	-	-	-
Partially Improved	0.75	-	-
Fully Improved with Limited Access (Within Multi-Family)	0.75	26.5	19.9
Fully Improved with Full Access	1.00	29.7	29.7

Total Open Space Acres	251.6		
Total Equivalent Open Space Acres			117.8

Required Amenity Points @ 50 per Equivalent Acre **3,360.0**

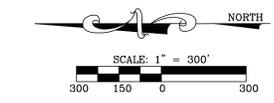
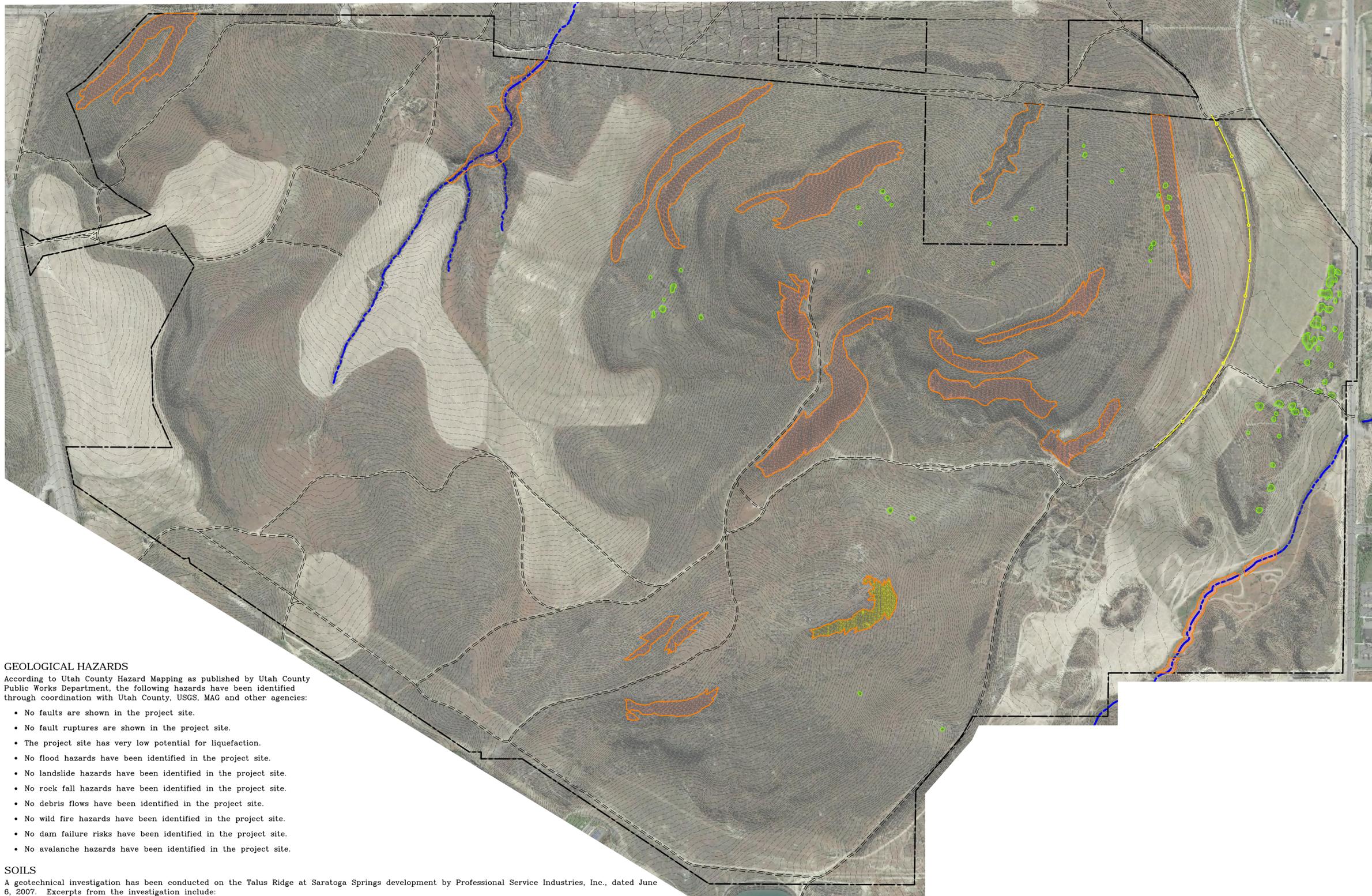
Proposed Amenities

Item	Category	Points	Quantity	Total Points
Amphitheater	A	500.0	1	500.0
Swimming Pool (Multi-Family Areas)	A	137.5	4	550.0
Bathrooms (With Pavillion)	B	92.8	1	92.8
Pavillion, Extra Large	B	75.0	1	75.0
Zip Line (per 75')	C	27.5	-	-
Playground	C	26.0	12	312.0
Trail, Hard Surface (per 1,000')	D	20.6	49	1,009.4
Swing Set	D	12.5	12	150.0
Basketball - Half Court	D	8.3	6	49.8
Baseball Diamond	E	4.4	2	8.8
Trail, Dirt (per 1,000')	E	1.5	6	9.0
Drinking Fountain	F	1.2	6	7.2
Table	F	0.8	20	16.0
Trash Can	F	0.7	30	21.0
Workout Station	F	0.5	6	3.0
Park Benches	F	0.4	30	12.0
BBQ Grills	F	0.3	10	3.0
Parking Spaces (Clubhouses & Main Park)	P	0.7	50	35.0
Proposed Amenities Not Listed				
Pedestrian Underpass		150.0	1	150.0
Clubhouses		150.0	4	600.0
Frisbee Golf		50.0	1	50.0
Additional Open Space Area (113-65)		40.0	51	2,023.7
Dog Park		25.0	1	25.0

Total Amenity Points **5,702.7**

EXHIBIT “M”
Storm Drainage Master Plan

U:\LAND DESKTOP PROJECTS\2014\14-1664 MT SARATOGA\DWG\MASTER PLAN\14-1664 MASTER PLAN NATURAL RESOURCES.DWG 10/14/2016 3:04 PM



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

NOT FOR
CONSTRUCTION

TALUS AT SARATOGA SPRINGS
 SARATOGA SPRINGS, UTAH
 EXHIBIT M - 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.

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 were very limited within the project site. Vegetation consists of 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. Any trees. . . .

Flood Plain Data
 All project area is within flood zone "X" as shown on FIRM map 4955170115B (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.

Legend

- Stands of Trees
- ==== Existing Gravel Road
- Existing Drainage Channel
- Abandoned Railroad Bed

SLOPE TABLE

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA	COLOR
1	30.00%	100.00%	49 ACRES	
DESIGNATED SENSITIVE LANDS > 30% = 32.1 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.				

REVISIONS

1	
2	
3	
4	
5	

LEI PROJECT #:
2014-1664
 DRAWN BY:
TJP
 CHECKED BY:
GDM
 SCALE:
1" = 300'
 DATE:
11/24/2015

SHEET
M



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

SARATOGA SPRINGS POLICE		
CALLS FOR SERVICE		
2011	10444	
2012	11488	(10% Increase)
2013	11673	(2% Increase)
2014	13358	(14% Increase)
2015	15963	(20% Increase)
2016	17879	(12% Increase)
2017	20024	(12% increase)
2018	22427	(12% increase)

SARATOGA SPRINGS POLICE		
INCIDENTS w/"FIRST REPORTS"		
2011	5125	
2012	5056	(2% Decrease)
2013	6214	(23% Increase)
2014	7050	(13% Increase)
2015	9180	(30% Increase)
2016	10282	(12% Increase)
2017	11516	(12% increase)
2018	12898	(12% increase)

2015 TRENDS

- Accidents: +32%
- Alarms: +30%
- Parking Problem: +39%
- Domestic: +59%
- Vandalism: +65%
- Theft: +25%
- Fraud: +27%
- Mental Subject: +79%
- Weapons Offense: +50%
- Assault: +40%
- Follow Ups: +32%





Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Some Facts for Consideration for Immediate Police Manpower Increase

Officer Safety

Many calls require two or more officers. We don't always have the manpower to do this. Most importantly, we want to avoid having an officer injured or killed.

Liability

*Scenario: Officer or citizen gets injured, City is sued under 42 USC 1983 for **failure to provide adequate manpower.***

*Scenario: Supervisor is on a call, or in the office attending to administrative duties, the other officer on duty is on a different call and something bad happens, City is sued under 42 USC 1983 for **failure to supervise.***

Workload

There has been a 34% increase in workload over the last two years, with a 20% increase in cases requiring investigation this year. This is NOW, not the future.

Community Feeling of Safety

A reduction in officer "presence" and patrol due to workload issues.

Lead Time

It takes four months to recruit and train a police officer before he/she "hits the street".



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Immediate Budget Adjustment Options

1 x Sergeant, 2 x Patrol, 1 x PT Detective
 Salary, benefits, equip, etc: \$126,081
 Vehicle purchases x 3: \$100,000
 Total: \$226,081*

1 x Sergeant, 1 x Patrol
 Salary, benefits, equip, etc: \$78,094
 Vehicle purchase x 2: \$65,000
 Total: \$143,094

*Note: Approximately \$125,000 of this amount is "one-time" costs for vehicles and equipment.

Proposed effective date of March 1 for the new positions.

This allows one more patrol officer to be assigned to each patrol team.

This request leaves in place the request for one additional officer to be funded July 1. (\$150K)

1 x SGT
 Salary/Benefits: \$40,230
 Vehicle: \$30,000
 Total: \$70,230

1 x Officer III
 Salary/Benefits: \$37,864
 Vehicle: \$35,000
 Total: \$72,864

1 x Officer II
 Salary/Benefits: \$34,347
 Vehicle: \$35,000
 Total: \$69,347

1 x PT Detective
 Salary/Benefits: \$13,640
 Vehicle: \$00,000
 Total: \$13,640

July 1: \$115,688

July 1: \$109,000

July 1: \$102,000

July 1: \$40,922



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

New Administrative Sergeant/Corporal:

Currently the Chief of Police is the only officer assigned to administration. **All of the patrol supervisors are assigned additional administrative duties.** As the number of calls for service has increased, their ability to accomplish these tasks has been severely impacted.

An administrative Sergeant/Corporal would be assigned some duties that would help **relieve some of the burden from patrol supervisors**, who could then focus on the patrol function. This new leader would also supervise animal control and code enforcement, bringing a better focus to that responsibility.

Administrative Sergeant/Corporal Duties:

Supervise ACOs/Code Enforcement – 35%

Policy Management – 15%

Public Information/Public Relations Officer – 15%

Training – 10%

Supervise Court Bailiffs/Court Liaison – 10%

Evidence Oversight – 5%

Patrol Supervisor As Needed – 10%



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

New Part Time (24 Hours Per Week) Detective:

The Investigations Unit has experienced a large increase in number of cases assigned (20% increase from 2014 to 2015) and the number of cases requiring screening (87% increase from 2014 to 2015). Westlake High School will also grow from 2600 to over 3000 students in the coming year (15% increase). The SRO currently has the highest case load. The new part time detective would assist the SRO at the high school as well as handle assigned cases from the Investigations Unit.

Part Time Detective Duties:

- Investigate Assigned Cases – 50%
- Assist SRO at Westlake High School – 25%
- Support Middle School Program – 25%

<u>SSPD INVESTIGATIONS</u>	<u>2014</u>	<u>2015</u>	<u>% +</u>
Cases Assigned	710	851	+20%
Cases Completed	595	850	+43%
Cleared by Arrest	120	182	+52%
Average # Active Cases	134	175	+31%
Case Screenings	96	178	+87%