CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING
Tuesday, February 16, 2016
Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL AGENDA

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.
PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE BY ORDER OF THE MAYOR.

Commencing at 7:00 p.m.

- Call to Order.
- Roll Call.
- Invocation / Reverence.
- Pledge of Allegiance.
- Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.
- Awards and Recognitions.

POLICY ITEMS: (All items are scheduled for consideration and possible approval unless otherwise noted).

REPORTS:

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

PUBLIC HEARING ITEMS:

1. Budget Amendments to the City of Saratoga Spring 2015-2016 Fiscal Year Budget; Resolution R16-11 (2-16-16).
2. Rezone and Concept Plan for Lake Mountain, located approximately 3750 S and West of Lake Mountain Estates, Nick Baird Applicant; Ordinance 16-05 (2-16-16)
3. Vacation of Easements in Villages at Saratoga Springs (Fox Hollow), Various Locations, Matt Scott - JF Capital, Applicant; Ordinance 16-06 (2-16-16)

ACTION ITEMS:

1. Library Board Bylaws Amendment.
2. Bid Award: Library RFID.
3. Bid Award: Phase 2 – North Gravity Sewer Outfall for Redwood Road Sewer Project.
4. Public Improvements Extension and Reimbursement Agreement for Legacy Farms Village Plans 1 & 2; Resolution R16-12 (2-16-16).
5. Legacy Farms Village Plan 2 Plats 2A & 2B Agriculture Protection Area Removal; Resolution R16-13 (2-16-16).
6. Final Plat Approval for Lakeside at Saratoga Springs, Plat 27, Located at approximately 2800 S Redwood Road, Woodside Homes, Applicant.
7. Reimbursement Agreement and Release of All Claims with JF Capital for The Villages at Saratoga Springs (Fox Hollow), Neighborhood 6; Resolution R16-14 (2-16-16).
8. Resolution R16-15 (2-16-16) Appointing Bud Poduska as an Alternate Board Member of the Utah Valley Dispatch Special Service District.

APPROVAL OF MINUTES:

1. February 2, 2016.

REPORTS OF ACTION

CLOSED SESSION

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

ADJORNMENT

Notice to those in attendance:

- Please be respectful to others and refrain from disruptions during the meeting.
- Please refrain from conversing with others in the audience as the microphones are sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (e.g., applauding or booing).
- Please silence all cell phones, tablets, beepers, pagers, or other noise making devices.
- Refrain from congregating near the doors to talk as it can be noisy and disruptive.

CITY OF SARATOGA SPRINGS

Memo

To: Mayor, City Council and/or Planning Commission
From: Planning Department
Date: February 8, 2016
Meeting Date: February 16, 2016
Re: New Applications & Resubmittals since 1/26/2016

New Projects:

- 1.26.16 Denny's Concept & Site Plan (1516 N. Redwood Dr.)
- 1.27.16 Lakeside Plat 27- Highland at Talons Cove Temporary Use (Redwood Rd & Bliss Dr)
- 1.27.16 Sergeant Court Phase 3 Plat Amendment (Redwood Rd & Sergeant Court Dr)
- 1.27.16 Deer Meadow Church- Fox Hollow N.6 Concept Plan (Village Parkway)
- 1.29.16 Valley View Townhomes Minor Site Plan Amendment (1972 N. Hillcrest Rd)
- 2.4.16 Murphy Express Concept (42 E. Commerce Dr)

Resubmittals & Supplemental Submittals:

- 2.1.16 Resubmittal Hillcrest Condominiums Phase 3 Bldg. O Final Plat (Crest Rd & Ridge Rd)
- 2.2.16 Supplemental Legacy Farms School Site Plan (S. Redwood Rd & E. 400 S.)
- 2.3.16 Supplemental Saratoga Springs 4 Church Final Plat (Old Farm Rd & Redwood Rd)
- 2.8.16 Supplemental Legacy Farms Landscaping (400 S. Redwood Dr)

Staff Approvals:

- None

City Council
Staff Report

Author: **Chelese M. Rawlings, Finance Manager**
Subject: **Budget Amendments**
Date: **February 16, 2016**
Type of Item: **Resolution**

Summary Recommendation: Staff recommends approval of the following by resolution amending the budget for the fiscal year 2015-16.

Description

A. Topic

This is the fourth budget amendment for the fiscal year 2015-2016.

B. Background

On August 4, 2015, October 6, 2015 and January 19, 2016, the first, second and third budget amendments for FY15-16 was approved by council. Attached is the detail of the requested budget amendments for the 4th budget amendment.

C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

Recommendation: Staff recommends approval of the resolution amending the budget for the fiscal year 2015-16.

2015-2016 Budget Amendment Supplemental #4						
G/L Account	**Department**	**Description**	**Current FY 2016 Budget**	**New Budget Amount**	**Increase (Decrease)**	**Notes/Comments**
General Fund						
Expenditures						
10-4220-202	Fire Department	Wild Land Expenses	-	105,623	105,623	Expenses offset by Wild Land Revenue of $169K
10-4450-500	Engineering Department	Software	9,050	17,760	8,710	GIS Software
10-4210-110	Police Department	Salaries and Wages	1,313,970	1,361,691	47,721	Police Adjustment
10-4210-130	Police Department	Employee Benefits	834,935	864,012	29,077	Police Adjustment
10-4210-132	Police Department	Salaries - Part Time	207,865	221,125	13,260	Police Adjustment
					-	
					204,391	

RESOLUTION NO. R16-11 (2-16-16)

A RESOLUTION AMENDING THE CITY OF SARATOGA SPRINGS BUDGET FOR FISCAL YEAR 2015-2016 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend the City's current 2015-2016 fiscal year budget;

WHEREAS, pursuant to state law, the City Council has conducted a public hearing on the proposed amended budget; and,

WHEREAS, the City Council has determined that the proposed budget amendment is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City of Saratoga Springs does hereby adopt the amended 2015-2016 fiscal year budget as set forth and attached hereto.

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

Passed on the 16th day of February, 2016

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

CITY OF SARATOGA SPRINGS

City Council Staff Report

Concept & Rezone
Lake Mountain
Tuesday, February 16, 2016
Public Hearing

Report Date:	Tuesday, February 9, 2016
Applicant:	Nick Baird
Owner:	JD IV, LLC
Location:	West of Lake Mountain Estates Subdivision
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	59:013:0067, 116.99 acres
Parcel Zoning:	Agricultural
Adjacent Zoning:	A, R-3
Current Use of Parcel:	Mining/Grading
Adjacent Uses:	Low Density Residential
Previous Meetings:	None
Previous Approvals:	None
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant is requesting approval of a Rezone for 116.99 acres of property located at west of the Lake Mountain Estates subdivision in order to submit future subdivision applications for a new low density residential development.

Recommendation:

Staff recommends that the City Council conduct a public hearing on the Lake Mountain Rezone, take public comment, review and discuss the proposal, provide feedback on the Concept Plan, and choose from the options in Section "G" of this report. Options include conditional approval, denial, or continuation.

B. Specific Request: The applicant is requesting the R-3 zone in order to develop approximately 254 units on 116.99 acres, for an average density of 2.17 units per acre.

Kimber Gabryszak, Planning Director
kgabryszak@saratogaspringscity.com
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801-766-9793 x107 • 801-766-9794 fax

C. Process:

Rezone
Section 19.17.03 outlines the process requirements for a Rezone, requiring all rezone applications to be reviewed by both the Planning Commission and City Council. The City Council is the land use authority for Rezone applications and shall review and either approve or deny the application, after receiving a formal recommendation from the Planning Commission. Both the Planning Commission and City Council reviews involve a public hearing.

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

The applicant has submitted a Concept Plan for the previously referenced 254-unit single-family subdivision. Per Section 19.13 of the City Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The reviews shall be for comment only, no public hearing is required and no recommendation or action made.

Planning Commission Hearing
The Planning Commission held a public hearing on January 28, 2016, and voted unanimously to forward a positive recommendation to the City Council. Their discussion included concerns over traffic, secondary water, secondary access, and hillside development; these issues will be required to be addressed prior to or during the preliminary plat process, and the positive recommendation was for the rezone only. Draft minutes from this meeting are attached.

D. Community Review: The Rezone portion of this application has been noticed as a public hearing in the *Daily Herald*, and mailed notice sent to all property owners within 300 feet of the subject property at least 10 days prior to this meeting. As of the date of this report, public input was received at the Planning Commission hearing, as outlined in the draft minutes (attached). No further public comment has been received.

The Concept Plan portion of the proposal does not require a public hearing.

E. General Plan: The Land Use Element of the General Plan designates the property in the application as Low Density Residential. The applicant requests that the property be zoned as R-3 in order to develop a Low Density Residential subdivision. The Low Density Residential designation is defined by the General Plan as follows:

> "**Low Density Residential.** The Low Density Residential designation is designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces. Planned unit developments may be permitted within this designation.
>
> Open spaces shall include useable recreational features as outlined in the City's Parks, Recreation, Trails, and Open Space Element of the General Plan but may be comprised of

both Natural and Developed Open Spaces. The Low Density Residential designation is expected to be the City's most prevalent land-use designation. In this land use designation, it is estimated that a typical acre of land may contain 3 dwelling units"

Potential Finding: Consistent*. The applicant is requesting an R-3 zone designation. The R-3 zone allows for a density of 3 units per acres and requires 15% open space. The intent of the R-3 zone is for the development of Single Family Residential Subdivisions, and the application is for a zone to enable such a development.*

F. Code Criteria:

Rezones are legislative decisions; therefore the Council has significant legislative discretion when making a decision on such requests, and the Planning Commission in making recommendations.

The Code criteria below are provided as guidelines, however are not binding requirements.

<u>Rezone</u>

19.17, General Plan, Ordinance, and Zoning Map Amendments

- Planning Commission/City Council Review
  - The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of the Title.

Potential Finding: Consistent*. The proposed zone is R-3 and is consistent with the General Plan.*

- Consideration of General Plan, Ordinance, or Zoning Map Amendment
  - The Planning Commission and City Council shall consider, but are not bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:
    1. the proposed change will conform to the Land Use Element and other provision of the General Plan;
    2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
    3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
    4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Potential Finding: Consistent*. The proposed zone is R-3 and is consistent with the General Plan, additional review through the plat process will ensure that there are no adverse effects on the public, and will allow the city to grow by placing low-density residential development in a location where low-density is appropriate.*

Concept Plan

When a rezone is proposed, a Concept Plan must be provided and accompany the rezone through the process. However, Concept Plans are given only informal review by the Planning Commission and City Council. Staff has done an initial Code review of the proposed subdivision.

A more detailed initial Code review of the Concept Plan is included in Exhibit 5. Key issues to address prior to preliminary plat are summarized below:

- Location of the future Foothill Blvd and impact on lot layout.
- Water pressures and capacity.
- Second access and connectivity.
- Identification of natural slopes over 30%, and slopes over 30% created by mining activity. (Natural slopes are sensitive lands and may not be contained in lots, while the City Engineer may permit grading of mining cuts and placement in lots.)
- Other Hillside Development standards.
- Size of corner lots.
- Open space and adequacy of amenities.

Foothill Boulevard – a portion of property will need to be dedicated for the future Foothill Boulevard. The applicants have shown those portions of Foothill within their property, however additional Right of Way outside the applicants' property is needed to help ensure that traffic impacts from the development are mitigated, as shown in Exhibit 4. Staff recommends a Development Agreement to address the timing and methods and more precise location(s) for this Right of Way.

G. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public input, discuss the application, provide feedback on the Concept Plan, and choose from the following options.

Option 1 – Conditional Approval

"I move to **conditionally approve** the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3 with the Findings and Conditions in the Staff Report dated February 9, 2016:"

Findings

1. The application complies with the criteria in section 19.17 of the Development Code, as articulated in Section "F" of the staff report, which section is incorporated by reference herein.
2. The application is consistent with the General Plan, as articulated in Section "E" of the staff report, which section is incorporated by reference herein.

Conditions:

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

3. A development agreement in essentially the same form as Exhibit 6 shall be entered into prior to zone recordation.
4. Any other conditions or changes as articulated by the City Council:_____ _____.

Concept Plan – Informal Feedback:

- All requirements of the City Engineer shall be met, including those listed in the attached staff report
- All requirements of the Fire Chief shall be met
- The comments in the attached Planning Checklist shall be addressed
- Any other comments stated by the City Council: _____ _____.

<u>Alternative 1 - Continuance</u>

The City Council may also choose to continue the item. "I move to **continue** the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3 to another meeting on [March 1, 2016], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____
2. _____

<u>Alternative 2 – Denial</u>

The City Council may also choose to deny the application. "I move to **deny** the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3, with the Findings below:

1. The Lake Mountain Rezone is not consistent with the General Plan, as articulated by the City Council: _____, and/or,
2. The Lake Mountain Rezone is not consistent with Section 19.17 of the Code, as articulated by the City Council: _____.

I. Attachments:

1. City Engineer's Report (pages 6-7)
2. Location & Current Zone Map (page 8)
3. Concept Plan (pages 9-12)
4. Right of Way Graphic (page 13)
5. Concept Plan Checklist (pages 14-16)
6. Draft Development Agreement (pages 17-36)
7. 1/28/2016 Draft Planning Commission Minutes (pages 37-41)

Exhibit 1
Engineer's Report

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Lake Mountain – Concept Plan
Date: January 28, 2016
Type of Item: Concept Plan Review

CITY OF SARATOGA SPRINGS

Description:

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

B. Background:

Applicant:	*JDIV LLC – Nick Baird*
Request:	*Concept Plan*
Location:	*4000 S. 1220 E.*
Acreage:	*117.03 acres - 254 lots*

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

D. Proposed Items for Consideration:

A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.

B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.

C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.

D. Incorporate a grading and drainage design that protects homes from upland flows.

E. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.

G. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.

H. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

I. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.

J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.

K. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.

L. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.

M. This project will be located at the end of the City's zone 2 culinary and secondary distribution system and as such may not be able to provide adequate pressures for all areas. The developer shall perform flow tests and develop both a culinary and a secondary water model to verify all proposed areas meet City culinary standards of 40 psi residual during a 2,000 gpm fire flow and secondary standards of 30 psi minimum during peak flow. Areas that cannot meet those standards will not be able to construct until additional infrastructure is available to bring those areas up to minimum standards.

N. Project shall comply with the City's Hillside Development Ordinance.

O. All local road centerline radii shall be a minimum of 200 feet.

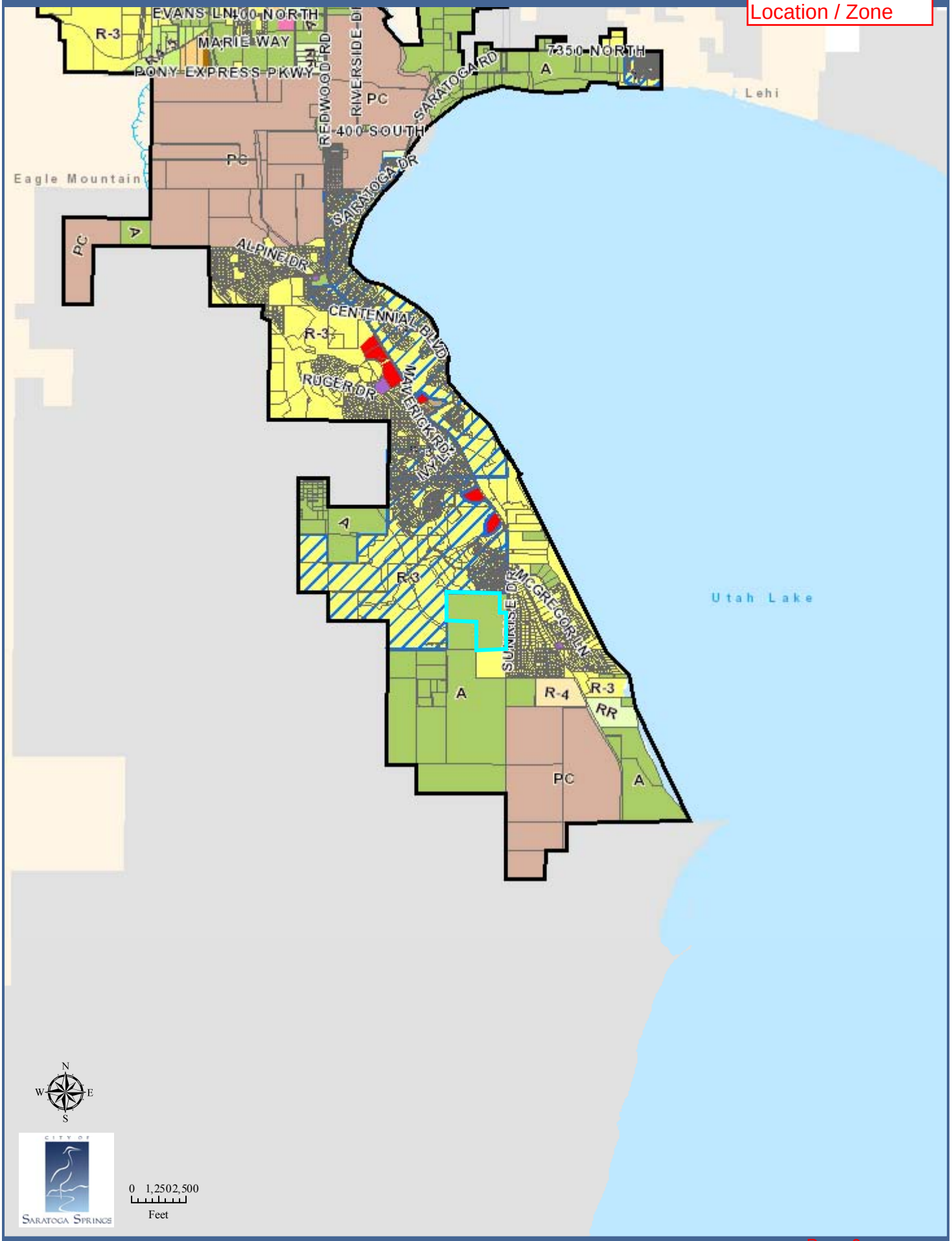
P. In order to tie into the existing storm drain system that was stubbed in lot 8211 of Hawks Landing Plat 2 the developer shall limit the discharge of the storm drainage to the remaining capacity of the said storm drain pipe.

Q. Developer shall protect the entire subdivision from alluvial flooding and debris flow with cut-off channels and basins above the subdivision.

R. No lots shall be allowed in sensitive lands as defined by the City. The restoration of the site shall include stabilization of manmade slopes but shall also include the restoring and preserving of the natural ridge lines.

Lake Mountain Location/Zone

Exhibit 2
Location / Zone



NORTH

0 50 100 200

(IN FEET)
1 inch = 100ft.

DESIGNED BY:

FOCUS©
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

LAKE MOUNTAIN

Exhibit 3
Concept Plan

SITE TABULATIONS

BUILDABLE LAND:	72.20 AC
BUILDABLE LAND PERCENTAGE	61.7% OF 117.03 AC
SINGLE FAMILY LOTS	217
MIN. LOT AREA:	10,000 SF
AVERAGE LOT AREA:	11,913 SF
OPEN SPACE:	18.91 AC (16.2% OF 117.03 AC)
OPEN SPACE SENSITIVE LANDS:	6.37 AC (33.7% OF 18.91 AC)
OPEN SPACE NATURAL:	12.54 AC (66.3% OF 18.91 AC)

CONCEPT NARRATIVE RESIDENTIAL

LOCATED IN SARATOGA SPRINGS, UTAH COUNTY, UTAH

ORIGINAL PROPERTY	117.03 ACRES
SINGLE FAMILY LOTS	254
TOTAL DENSITY	2.17 UNITS/ACRE

SENSITIVE LANDS
30% SLOPE OR GREATER

NON-SENSITIVE LANDS
30% SLOPE OR GREATER

Line Table

LINE	LENGTH	DIRECTION
L1	13.7	N71°02'16"E
L2	31.1	S62°38'03"W
L3	19.6	N00°16'43"E
L4	54.8	N00°17'19"E
L5	54.8	S00°17'19"W
L6	11.3	N89°44'31"W

PROPOSED FUTURE DRAINAGE SCHEME

THE SUBDIVISION WILL PROVIDE DETENTION ON-SITE IN ACCORDANCE WITH CITY STANDARDS AND OUTFALL TO AN ACCEPTABLE DISCHARGE POINT LOCATED TO THE NORTH TO THE REAR OF LOT 8211 IN THE VILLAGES AT HAWKS LANDING 2. AN EASEMENT MAY BE REQUIRED WITH A PAVED SURFACE. STORM WATER WILL ALSO NEED TO BE CLEANED OF ALL OILS, FLOATABLES AND 80% OF TOTAL SUSPENDED SOLIDS (TSS) 110 MICRONS OR LARGER.

SENSITIVE LANDS

THE PROPERTY MAY CONTAIN SENSITIVE LANDS AS DEFINED IN SECTION 19.02.02 INCLUDING SLOPES IN EXCESS OF 30%.. ADDITIONAL INFORMATION AND/OR STUDIES MAY BE REQUIRED PRIOR TO PRELIMINARY APPROVAL.

SEWER NOTE

SEWER WILL CONNECT TO THE EXISTING SEWER LINE IN SUNRISE DRIVE AND LAKE VISTA DRIVE.

LEGAL DESCRIPTION

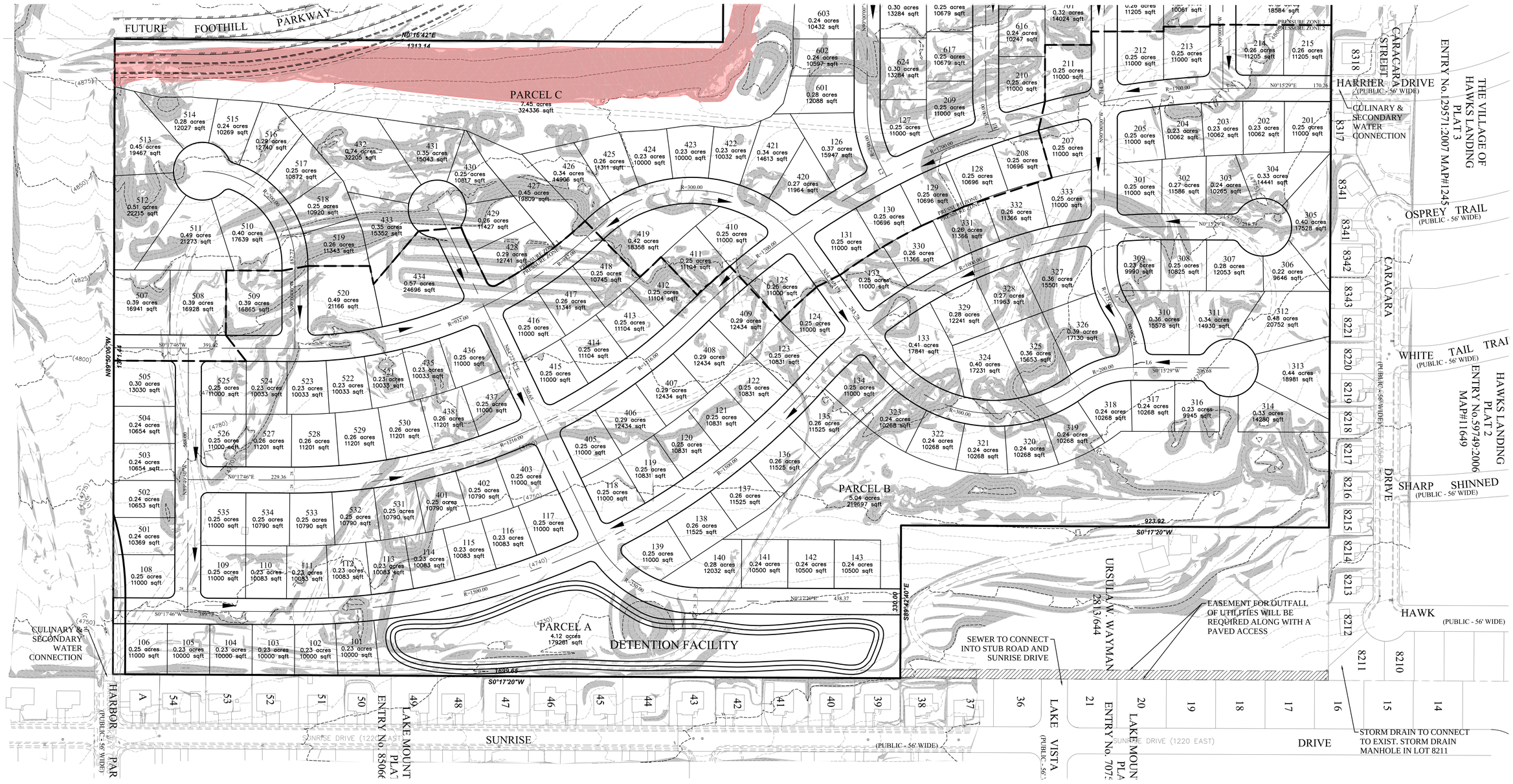
A portion of the SE1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a 2004 Utah County Monument marking the Southeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N89°50'06"W along the Section line 1,371.44 feet to the Southwest Corner of the SE1/4 of the SE1/4 of said Section 13, thence N0°16'42"E along the 1/16th Section (40 acre) line 1,313.14 feet to the Northwest Corner of the SE1/4 of the SE1/4 of said Section 13; thence N89°46'48"W along the 1/16th Section (40 acre) line 1,371.68 feet to the Southwest Corner of the NW1/4 of the SE1/4 of said Section 13; thence N0°16'04"E along the 1/4 Section line 1,314.45 to the Center 1/4 Corner of said Section 13; thence S89°43'30"E along the 1/4 Section line 2,413.84 feet to the west line of that Real Property described in Deed Book 2813 Page 644 of the Official Records of Utah County; thence along said deed the following 2 (two) courses and distances: S0°17'20"W (deed: South) 923.92 feet; thence S89°42'40"E (deed:East) 330.00 feet to the Section line; thence S0°17'20"W along the Section line 1,699.65 feet to the point of beginning.

Contains: 117.03± acres

SEE SHEET 2

SEE SHEET 2



LAKE MOUNTAIN

NORTH

0 50 100 200

(IN FEET)
1 inch = 100ft.

DESIGNED BY:

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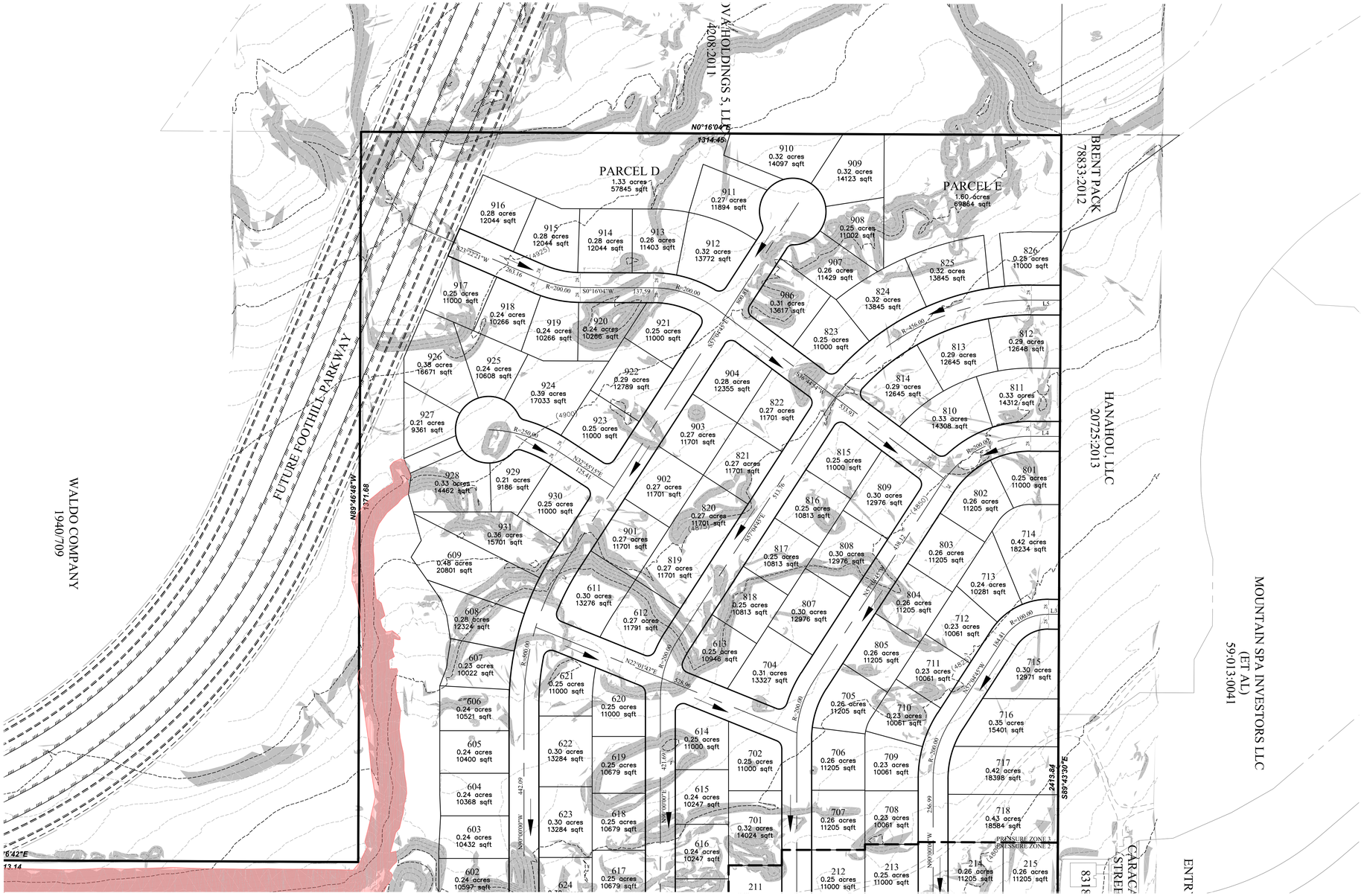
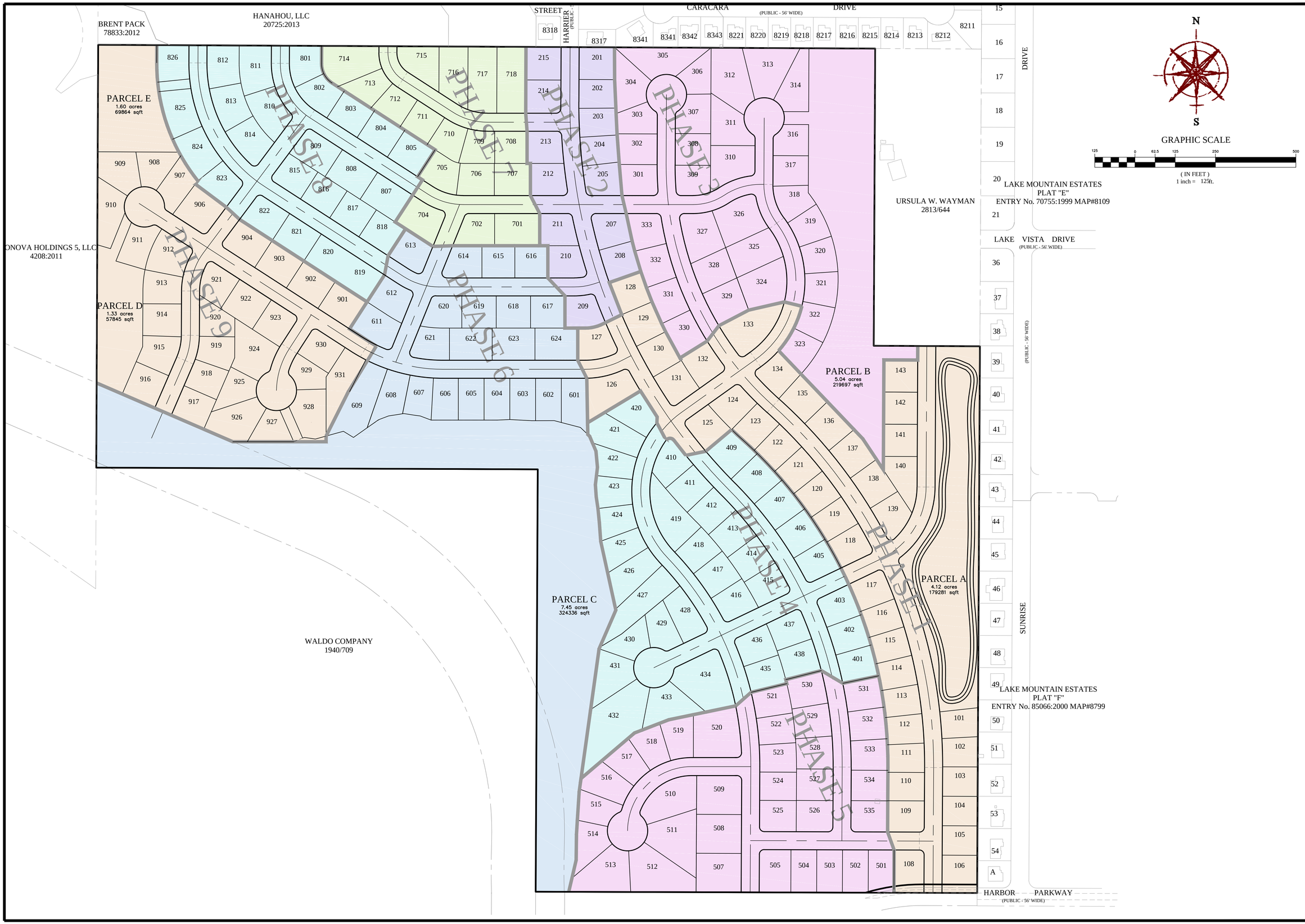


SEE SHEET 1

SEE SHEET 1

Z:_2014\14-274 Saratoga Springs Gravel Pit Development\design 14-274\dwg\concept\concept J 111415.dwg



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LAKE MOUNTAIN

EAGLE MOUNTAIN, UTAH COUNTY, UTAH
PHASING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

Scale:	1"=125'	Drawn:	GBD
Date:	11/30/15	Job #:	14-275
Sheet:	C03		

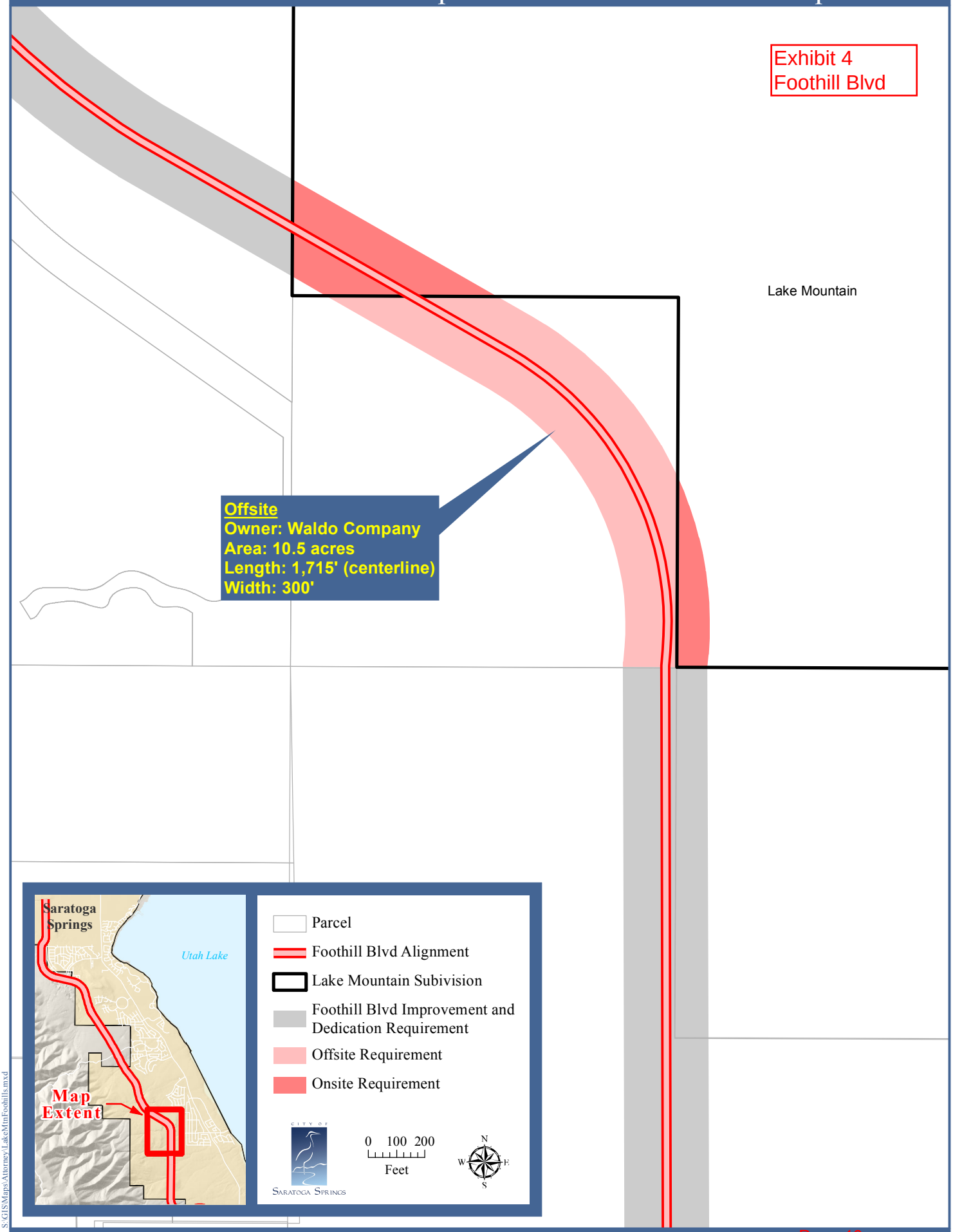
Z:_2014\14-274 Saratoga Springs Gravel Pit Development\design 14-274\dwg\sheets\C03 PHASING PLAN.dwg

Re-Zoning Information

Project Name: Lake Mountain Development
Project Owner: JD IV LLC, John Hadfield
Current Zone: A-Agriculture
Proposed Zone: R-3 Low density Residential

A. Please explain how the proposed zoning is consistent with the city's land use plan.
   a. The proposed use of the property achieves many of Saratoga Springs City goals.
      i. Encourage and facilitate the orderly growth and expansion of the City.
      ii. Secure economy in governmental expenditures.
      iii. Provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment.
      iv. Enhance the economic well-being of the municipality and its inhabitants.
      v. Facilitate adequate provisions for transportation, water, sewer, parks, recreation, storm drains, and other public requirements.
      vi. Prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space.
      vii. Stabilize and conserve property values.
      viii. Encourage the development of an attractive and beautiful community.
      ix. Promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Lake Mountain: Foothill Blvd Improvement and Dedication Requirement



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CITY OF SARATOGA SPRINGS

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	3/4/2015 (Resubmittal 12/1/2015)
Project Name:	Lake Mountain
Project Request / Type:	Rezone / Concept
Body:	City Council
Meeting Type:	Public Hearing with PC and CC
Applicant:	Nick Baird
Owner (if different):	JD IV, LLC
Location:	West of Lake Mountain Subdivision
Major Street Access:	Redwood Road
Parcel Number(s) and size:	59:013:0067, 116.99 acres
General Plan Designation:	Low Density Residential
Zone:	Agricultural
Adjacent Zoning:	Low Density Residential
Current Use:	Mining /Grading
Adjacent Uses:	Single family homes and undeveloped property
Previous Meetings:	None
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	Goes to PC and CC
Planner:	Kimber Gabryszak

Section 19.13 – Application Submittal

- Application Complete: yes
- Rezone Required: yes
  - Zone: Requesting A to R-3
- General Plan Amendment required: no
  - Designation: Low Density Residential
- Additional Related Application(s) required: None at this time. Future applications include preliminary and final plat.

Section 19.13.04 – Process (DRC, PC, CC)

- DRC: 3/16/15 – revegetation plan required, mining must cease if rezoned, water pressure issues, cul-de-sac length, sensitive lands, etc. CRM needed to go over comments, resubmittal needed
- 3/24/15 CRM held, see comments in email dated 4/3/15
- 9/28/15 – new resubmittal needs review by DRC
- 10/5/15 – CRM needed; CRM held 10/15/15 – Hillside ordinance applies, slopes along Foothill Blvd are a concern, no sensitive lands in lots, O.S. needs frontage, Combine O.S. to create larger park, one more stub to the south, lot placement along Foothill Blvd., improve lot configuration for some lots, access from Lake Mtn needed, triangle of Waldo property is a concern – cannot leave remnants.
- 12/1/15 – Resubmittal Received
- UDC: N/A

- Neighborhood Meeting: N/A

General Review

Building Department

- Setback detail – not yet provided, required with prelim plat
- Lot numbering – lot number should reflect phasing: i.e. Phase 1: 101, 102, etc. Phase 2: 201, 202, etc.
- True buildable space on lots – take a close look at lots 46, 128, 162, 170, 175, 213, 242 – are these buildable?
- Lot slope and need for cuts and fills – sensitive lands may not be in lots – review slopes again, review areas that need cuts/fills

Fire Department

- There is a new cul-de-sac detail that requires a 125' diameter cul-de-sac (with 96' drivable surface). See detail ST-16 in Engineering standards

GIS / Addressing

- To be reviewed with prelim/final plat

Code Review

- 19.04, Land Use Zones (reviewed against the requested R-3 zone instead of Agriculture)
    - Use: currently mining/grading – requesting low density residential
    - Density: requesting ~2.17 units per acre
    - Setbacks: 25' front and rear yard, 8'min/20' total side yards
    - Lot width, depth, size, coverage: each lot requires 70' of frontage (dimensions not given, will verify with prelim plat submittal)
    - Dwelling/Building size: 1,250 minimum required, to be verified at building permit
    - Height: 35' maximum, to be verified at building permit
    - Open Space: The R-3 zone requires 15%
        - Suggest combining open space parcels into a larger park area.
        - The City will only consider accepting ownership of a park when it is 5+ acres in size; if smaller, parks may be privately owned by an HOA.
    - Sensitive Lands: 30% slopes and detention basins are sensitive lands. The code allows up to 50% of the required open space to be sensitive lands.
        - The required open space is 17.55 acres (117.03x0.15=17.55). Up to 8.77 acres may be sensitive lands. Sensitive lands may not be located within lots – several lots may need adjustment to comply.

- 19.05, Supplemental Regulations
    - Flood Plain: N/A
    - Water & sewage: There is capacity in the sewer system. Water pressures and/or capacity may be an issue as discussed with the City Engineer.
    - Transportation Master Plan: City Engineer will review the proposed location of Foothill Blvd. – this may need to be adjusted. Lots may not be proposed in the future location.
    - Property access: No more than 50 lots may be allowed on a single access. Access is not shown for Phase 1. Solve access issues.

- 19.06, Landscaping and Fencing
    - Landscape plans will be required with the preliminary plat submittal

- 19.09, Off Street Parking

- Each home is required to have a two-car garage.

- 19.10, Hillside Development - applies
  - The following plans will be required with the preliminary plat application:
    - Drainage, revegetation, erosion, landscape, geology, soils, fire, revegetation, others as required by the City Engineer.
  - Clustering, slope preservation, ridgelines, natural grade, grading permit, terracing, streets and access, and drainage corridor protection are items that may be necessary due to the topography of the site

- 19.12, Subdivisions
  - Preliminary and Final plat applications will be required in the future.
  - The current review is for rezone and concept
  - Maximum block length is 1,000 feet.
  - Blocks longer than 800 feet require a pedestrian connection (block do not appear to be longer than 800 feet)
  - Connecting streets, pedestrian walkways, trails, etc. are required between neighborhoods. – Adequate connection is shown to the north, but not to the south. Provide one more stub street to the south. The connection to Harbor Parkway needs to be resolved and provided.
  - Access: two separate means of access onto an arterial or collector road are required when the total number of lots exceeds 50. Wildlife Blvd is the nearest collector road. Redwood Road is the nearest arterial roadway. The phasing plan will need to consider the number of lots in the abutting developments as well. The recorded lots on Harrier Drive may impact the phasing plan.
  - Corner lots shall be 10 percent larger than the required minimum of 10,000 square feet (11,000 sq. ft. min for corner lots)

- 19.27, Addressing
  - Will be reviewed with preliminary and final plat submittals

Fire Department – Requirements to be applied at time of Preliminary & Final Plat

- All access shall be of a width to support both parking on both sides as well as two vehicles being able to pass in between parked cars.
- All fire flows shall meet current needs as well as future development in the area.
- Hydrant spacing shall not exceed 500’ spacing and will be in all cul-de-sacs.
- All cul-de-sacs shall be at a minimum 96’ radius.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and _____ _____ "Developer."

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Property is currently zoned ___. Developer wishes to develop the project known as _____, which will consist of ___ single family homes on ___ acres with lot sizes ranging from _____ square feet to _____ square feet ("Project"). Currently, the proposed Project does not meet the ___ zone requirements and therefore would not be allowed in the ___ zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the ___ zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, to assist the City in its review of the Zoning Request and to ensure development of the Property in accordance with Developer's representations to City, Developer and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property; and

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

WHEREAS, on _____, 201_, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, this Agreement, and reviewed the conceptual project plans attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, Report of Action, and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 201_, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report, Report of Action and written minutes attached hereto as Exhibit C; and

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WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, number of units Developer may be able to build, and required road, open space, parks, trails, storm drain, sewer, and water improvements; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals. Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder's Office, with the Developer to pay all recording fees.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.

3. Zone Change, Permitted Uses, and Requirements. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the ___ zone as they exist on the effective date of this Agreement with respect to the maximum allowed density and permitted and conditional uses. However, all other

requirements, including but not limited to setbacks, frontage, height, access, required improvements, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive.

4. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the maximum allowable densities and the permitted and conditional uses under the ___ zone as this zone exists on the effective date of this Agreement if the requirements of that zone are met. Developer shall be required to apply for and obtain approval for each subdivision, plat, or site plan provided for in the Concept Plan and to otherwise comply with all City ordinances, regulations, specifications, and standards in effect at the time of preliminary plat application, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the ___ zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the exhibits attached to this Agreement.

5. Reserved Legislative Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

6. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations in effect at the time of preliminary plat application are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City. The City may allow issuance of building permits prior to installation of all

improvements in accordance with current City regulations, which may change from time-to-time.

7. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation of each phase. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations in effect at the time of plat submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with the then-current City regulations, this Agreement, and any applicable law.

c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

8. Sewer, Storm Drainage, and Roads.

a. Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with City regulations in effect at the time of preliminary plat submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and may be adjusted in accordance with the then-current City regulations, this Agreement, and any applicable law.

b. As an express condition of this Agreement and the Zoning Request, Developer

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shall be required to install, improve, and dedicate the Foothill Boulevard Improvements are more fully specified in Exhibit E. This shall be in addition and not in lieu of all required road improvements in accordance with City regulations in effect at the time of a preliminary plat application. Furthermore, as an express condition of this Agreement and the Zoning Request, Developer shall be required to pay all road and transportation impact fees and shall not be entitled to any credits or reimbursements for the installation, improvement, and dedication of the Foothill Boulevard Improvements.

c. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the performance bond period (as specified in City regulations), so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Open Space Improvements.

a. Developer shall be responsible for the installation of, and in some cases, dedication to City of open space improvements for each plat as determined by the City at the time of plat submittal in accordance with City regulations in effect at the time of plat submittal.

b. Developer shall be required to install and dedicate to City all open space improvements intended to be public. City shall maintain the public open space improvements upon dedication to the City and acceptance in writing by the City so long as the improvements meet City regulations.

c. For open space improvements not dedicated to the City, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

10. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements in accordance with then-current City regulations, this Agreement, and any applicable law. In addition, should the Property be included in the SID, Developer shall be responsible for dedication

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to the City of the street lighting improvements, after which the City shall maintain the improvements.

11. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

12. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property.

13. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

14. Sewer Fees. Timpanogos Special Service District ("TSSD") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.

15. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, plat, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and

assessments. These fees are in addition and not in lieu of the consideration, promises, terms, and requirements in this Agreement.

16. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developer may be required to record restrictions on certain lots as specified by such regulations.

17. Termination of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions, plats, or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 19 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the ___ zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

18. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 18.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

19. Default.

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

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

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 19.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond

the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in subsections 19.a. and 19.b. above, City may, upon providing notice of default under subsection 19.a. above, declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may do any of the following: (i) refuse to process or approve any application for subdivision, plat, or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, if the Default is not cured and this Agreement is terminated, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to ___ zone. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

20. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all areas of development or construction pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

21. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

22. Voluntary Agreement. Developer agrees to be voluntarily bound by the requirements herein and agrees that the requirements are roughly proportionate to the impact of the Project upon the public based upon an individualized determination by the City that the requirements are related in both nature and extent to the impacts of the Project.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit "B" Planning Commission Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action.

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c. Exhibit "C" City Council Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action.

d. Exhibit "D" Concept Plan

e. Exhibit "E" Foothill Boulevard Improvements

24. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

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g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit herein unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all

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purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer: _____

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

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

o. Limitation on Damages. Any breach of this Agreement by the City or the Developer shall not give rise to monetary damages against the other party, but

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shall be enforceable only by resort to an action for specific performance.

p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement..

q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 19 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.

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u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

Attest:

City of Saratoga Springs, a political subdivision of the State of Utah

_____
City Recorder

By:_____
Mayor

DEVELOPER:

By: _____

Its:_____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

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Exhibit Summary

a.	Exhibit "A"	Property Ownership Map, Vicinity Map, and Legal Description
b.	Exhibit "B"	Planning Commission Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action
c.	Exhibit "C"	City Council Staff Report and Written Minutes, Adopted Findings of Fact and Conditions, and Report of Action
d.	Exhibit "D"	Concept Plan
e.	Exhibit "E"	Foothill Boulevard Improvements

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Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

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Exhibit "B"

Planning Commission Staff Report, Written Minutes with Adopted Findings of Fact and Conditions, and Report of Action

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Exhibit "C"

City Council Staff Report and Written Minutes, Adopted Findings of Fact and Conditions, and Report of Action

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Exhibit "D"

Concept Plan

DRAFT

Exhibit "E"

Foothill Boulevard Improvements

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Hayden Williamson Joined the Commissioners.

5. Public Hearing: Concept Plan and Rezone for Lake Mountain, located approximately 3750 S and West of Lake Mountain Estates, Nick Baird applicant.

Kimber Gabryszak presented the plans. They are requesting approval of a Rezone from Agriculture to an R-3. The applicant has submitted a Concept Plan for 254 units in a single-family subdivision. They will need to address additional items before Preliminary Plats come forward. As Developments come in they are required to install improvements for Foothill Blvd and dedicate property to the City. There is insignificant Secondary water pressure currently and they will need to obtain that before any projects can move forward. There are naturally occurring sensitive lands and steep areas from past mining activity.

Nick Mango for the applicant was present. If this is approved they will then engage all the engineering consultants to dig through all the issues. They believe they meet the requirements and ask for a favorable recommendation.

Public Hearing Open – by Chairman Kirk Wilkins

Rod Eichleberger was concerned about the safety perspective and the access points to get out of this parcel which are Harbor Park and Harrier. He thinks these roads cannot handle the traffic for development of this subdivision. The water is a big issue and there is a lot of concern in the subdivision about that. Until Redwood Road is done this is a problem. Schools are all overcrowded and they are 4-5 years out before they get some relief. It's a general welfare issue and he thinks it should be put off until the issues can be fixed.

Jim Denton is concerned about the water pressure. He is also concerned about access and traffic flow and congestion on Redwood Road. He wants to know if it is consistent with the General Plan. He asked where Harrier Blvd. would go to and what the timeline was. He asked if there was cooperation from BLM. There needs to be safety for children. He wanted to know what the difference was between retention and detention ponds. He wants to make sure the homeowners are protected from flooding. There are major issues like traffic, water, and sewer.

Spencer Wilson would also like to make sure the issues with water and traffic are addressed before this is approved. He asks that they be sensitive to the timeline and making sure all the preliminary steps are addressed before all the homes are put in.

Brian Pontius expresses a lot of the same concerns as the others. He also worries about emergency vehicles being able to access the area. Safety of kids and road traffic is a concern, big trucks are not always careful. They understand it is inevitable but it's been a bit of a nightmare with water and traffic. Let's get the entire infrastructure in first.

Brandon Stevens mentioned all his concerns have been voiced but he knows of many others who are not here tonight that have the same concerns and asked that they all be taken into consideration.

Public Hearing Closed - by Chairman Kirk Wilkins

Nick Mango addressed concerns. He agrees that these are all issues that need to be addressed. They look forward to working on all those issues. It's a catch 22 in rezoning to start those studies. The first things that will happen are traffic studies and culinary and secondary studies to take care of these issues. They have already started talking about some of these issues. All of the issues will be addressed as they move forward. He explained that Retention basins do not have an outlet for water to flow out and Detention basins have regulated outflow. They will make sure all the water is controlled. For access points they anticipate that Herrier and Harbor Park would be the first two points connected, based on water studies so far Herrier may be the first. There will be further connections to the north as that property develops and eventually to Foothill Blvd. As part of the traffic study they will address the ultimate build out and the construction period. It is very common they control construction hours.

Kirk Wilkins asked how the City helps make sure there are schools.

Kimber Gabryszak replied that State Code prohibits them from considering impacts on schools.

Kirk Wilkins asked her to address the secondary water. How do you control the building if you don't have water?

Kimber Gabryszak responded that similar to this there are two other projects that are on hold until the water issues are taken care of. They have given preliminary approval but have not approved construction drawings or final plats. This would be similar, they need initial entitlements to where they can get the funding they need to make the improvements they need but they will not be able to move forward until they have a secondary water source. The City would hold final plat, building permits, things like that. If the development wants to move forward ahead of that time they have the option of helping the City to put in the infrastructure. The infrastructure has to be in place before they can move forward with development.

Kevin Thurman clarified that typically we are talking about the difference between a System Improvement and Project Improvement. A System Improvement is part of a City's system so it's reimbursable under impact fee law. A Project Improvement is not reimbursable, it's 100% developers cost. The draft development agreement addresses those concerns about required improvements, which are based on current regulations at the time of Plat submittal. The Development Agreement also incorporates the Foothill Blvd. dedication and improvements.

Kirk Wilkins asked if it included the concern about flood waters.

Kevin Thurman replied that it did, the storm drain improvements are required per the City Engineering Standards.

Kirk Wilkins asked the applicant about his timeline and phasing.

Nick Mango said given the secondary water concern he did not have a good timeline. He would like it to be this year, but as for a specific time it could be years away still. This is the first step towards getting that scheduled. Emergency access will be designed in a way that meets all City access codes for emergency vehicles.

Hayden Williamson apologized for being late and thanked the public for coming to voice their concerns. From a code standpoint they do require a secondary access. He asked how many homes could be serviced by that second access.

Kimber Gabryszak replied that a lot of it would fall to the traffic study. The City Engineer would review that and make recommendations. Also depending on the phasing the City would look at potential additional connections, depending on the phasing it could line up with other access points.

Kevin Thurman said they actually discussed this with a recent code amendment with secondary construction access. The language in the code addresses this concern and would require a second access. Whenever the total number of dwelling units served by a single means of access will exceed 50, that is the trigger for another access. Not just this project by itself but the cumulative effect from surrounding projects would be included.

Kimber Gabryszak noted that as long as there are two ways out that can be serviced appropriately. If there were one road to the area as soon as there are more than 50 homes that are served by that access they need another road.

Hayden Williamson then clarified that they would tie into Harbor Parkway. He asked if the property to the north would be developed soon.

Kimber Gabryszak replied it was part of Fox Hollow and has entitlements to be developed. It could be developed in the next 3-5 years.

Hayden Williamson asked how this impacted the timeline of Foothill Blvd.

Kimber Gabryszak replied that we would love to have Foothill Blvd. as soon as possible, but unless the City can come up with the funding to buy the right-of-way and build the road we have to rely on developers to help. The City has been able to obtain access in some locations. Fox Hollow is coming in and they are dedicating their portions and there could be the additional access to Foothill Blvd. but the timeline is still difficult to say.

Brandon MacKay asked if they could touch on when the secondary water could be solved.

Kimber Gabryszak replied that the City dug a secondary well last year but the water was not useable and they are looking at other sources at this point. Once the well comes on line the developments could move forward together but we don't have a specific timeline on the secondary water yet.

Kevin Thurman commented that they had the option of providing their own water as well.

Brandon MacKay asked how far out really is this development.

Kimber Gabryszak said it was based on when they could get a secondary water source identified and have it be successful 6-12 months is the soonest. She would anticipate it being longer than that.

David Funk noted that even though it was preliminary drawings he had some concerns. He thanked the public for coming and voicing their concerns. His comments on the drawings were that if Foothill Blvd. was coming into play they may want to change drawings to reflect access to that. A lot of houses are ¼ acre right next to ½ acre lots, he wasn't sure if that was a good fit. He noticed a missing lot line and lot size discrepancies. He had not heard about where we were at with culinary water.

Janelle Wright commented that there is still limited capacity in this area and they would need to consult with Hansen Allen & Luce for that information. There was still some capacity but wasn't sure how much, it would need to be taken into consideration and they wouldn't be allowed to continue without that as well.

David Funk reminded the public that this will also appear before City Council and they could also share their concerns with them.

Troy Cunningham had a concern with the water pressure that was addressed already. He asked about the current use of the ground for mining and asked what that entailed.

Nick Mango replied that this property has been mined for sand and gravel, the plan is to shut those operations down and they will mitigate those impacts and clean everything up. It will involve state regulations and permits.

Troy Cunningham asked if UDOT takes into consideration possible future development in their studies.

Kimber Gabryszak said anything that is entitled is taken into consideration. They do a lot based on trip counts. If something doesn't have an entitlement yet she is not sure how much they take that into consideration. They are conducting ongoing studies and are looking at light locations for as far south as the funding goes, Stillwater, possibly farther. The City is also working on other projects with them like synchronized and controlled lights. They will start construction drawings towards the end of 2016, then bidding, and then begin sometime 2017. That is better than the original 2018.

Ken Kilgore asked if they could explain the development agreement and how it coordinated with the portion of Foothill Blvd. outside of this development.

Kevin Thurman said he is not sure the applicant's relationship to who will develop the property. They like to have the property owner so whoever they hire to develop is bound to that. It's a good thing to add the developer to the agreement as well. The coordination of acquiring that piece is up to the developer as part of the rezone. They are getting a significant benefit from the rezone so in return the City is asking for the dedication of Foothill. As far as an exaction they are responsible for improvements necessary to service the property. They need to acquire the easements somehow as a condition of the Rezone.

Ken Kilgore asked what happened if historically significant relics are found.

Kimber Gabryszak said there are not code requirements for historic preservation. If the applicant chooses they can preserve it, work with the State Historic Office.

Ken Kilgore asked if Foothill Blvd. was addressed in Exhibit E.

Kevin Thurman replied that it was the graphic Kimber showed earlier, that would be Exhibit E and would be put into the Master Development Agreement.

Ken Kilgore asked if secondary water was found if it would be shared.

Kimber Gabryszak replied absolutely. It's to alleviate the current condition as well as new developments.

Kevin Thurman said there are State and Federal laws about antiquities that would apply but not City Code.

Ken Kilgore asked about mining continuation if the property is not rezoned.

Kimber Gabryszak said they would be continuing under a grandfather from the County as the City does not allow mining.

Ken Kilgore commented that we need to approve the rezoning because it starts the process moving so they can do the studies and improvements and development pressure. There are also measures to make sure the development doesn't happen until those steps are put in place.

Kimber Gabryszak said if the property stays agricultural it is much harder to get the funding to address those issues. This is giving the developer good faith to get funding and then they can move forward.

Kevin Thurman commented that the City has an interest in obtaining the water, but ultimately it's the developer's responsibility to do that. The funding we have only goes so far, if there is a system improvement identified then we have a short window of time to develop those improvements. If it helps our facility plan they are entitled to an impact fee credit. We are under no obligation to install them for the

developer; they are on the hook for those improvements. For this particular development there may not be a system wide improvement that can be facilitated at this moment, they may have to find that for themselves.

Ken Kilgore commented that there may be a lack of confidence from the public in that we have all these things in place to address traffic and water and such and yet there is a shortage of water and other issues. There is a counter intuitive reason to go ahead with this. It may be that we are also a fast growing city and will always come across these things.

Sandra Steele mentioned the residents concern about flooding and noted the Engineers report said the developer shall protect the entire subdivision from alluvial flooding. She noted that this will help protect this subdivision and the subdivision below. She asked what was decided on landscaping between ¼ acre and ½ acre lots.

Kimber Gabryszak said it has not been resolved yet. If we have the landscaping issues where ½ acre lots can put in less landscaping than the smaller lots it will be an issue that they are next to each other. She asked for clarification of sensitive lands on the plans.

Nick Mango noted that as part of the agreement they have to mitigate the manmade sensitive lands and protect the natural slopes.

Janelle Wright replied that the maximum grading in a lot allowed is 4:1.

Sandra Steele said we don't allow slopes over 30% in a lot, she wanted to make sure because we are dealing with a lot of manmade slopes and she wanted to make sure she understand the difference on the map. She thanked the public for coming and being interested. She reminded them that the site plan they see tonight is very preliminary and there are many changes that need to happen before it would even be considered for a recommendation. She mentioned that Harbor Parkway has been dedicated to the south; she wanted clarification on all of it or just his half.

Nick Mango replied a previous owner already deeded a portion; they are coming to an agreement with them at this time.

Janelle Wright said it's not a collector road so the right-of-way is a normal 56 feet. We will request that they have the access.

Nick Mango noted that their plan follows the dirt road continuing to the south and they have discussed it somewhat.

Kimber Gabryszak said they require planning ahead for connectivity so they would need to extend the road for their access, then the next developer would decide what to do with the road continuing from there.

Sandra Steele is concerned with the size of the development and that it is an awful lot of traffic for just those two roads. She would like to see some increased connectivity. Where there is no connector and only local streets we need to look at that further, the traffic study may say something along those lines.

Kirk Wilkins would like to see that the lot sizes are near size to each other. He would hope they would work closely with staff to take care of all the issues tonight, also to work with existing neighborhoods. He thinks there are enough controls in place to help keep construction before those things are taken care of. He asked with this agreement, what is required from them with Foothill Blvd., what insurance do we have that this will connect to the rest of the city.

Kimber Gabryszak said as properties come forward they are trying to make sure a reasonable portion of connection is provided to the City. There is no guarantee that it will happen in a certain timeframe. They are trying to get funding for the north portion. The first contiguous piece that can be built will be south.

Kirk Wilkins commented that we have no assurance that UDOT will help improve the road. It seems to be that there needs to be more of a problem before they will fix it.

Kimber Gabryszak noted that UDOT is watching and we are pressuring them and that is why they did move their timeline forward. But there has to be the traffic existing before they will take action.

Kevin Thurman said this one project would probably not be the straw that breaks the back of the traffic problem. There are different funding sources they are looking at. As new development comes in there is a transportation fund fee. The City could pass a bond. Otherwise they have to do it in this manner, otherwise how do you come up with the millions of dollars to build Foothill Blvd. We are trying to tackle the problem in different ways. It will take several years to solve this problem. We will continue to acquire these pieces as we go along.

Hayden Williamson asked what is different today that gives us more confidence that the safety measures in place will actually work.

Kimber Gabryszak responded that we have been overhauling the code to make things better for the development community and for the residents. We are holding the developers to higher standards and making sure there is adequate service. Lake Mountain Estates went in with older standards and different review process and we have learned some things. That is why there is a prohibition in putting in any development until the capacity is taken care of.

Sandra Steele noted that the Master Development Agreement said the developer had to dedicate improve and install Foothill Blvd., is he still required to improve it if it's not connected yet?

Kevin Thurman said that is why they are planning it now; it could leave it conceptual so it didn't have to be in this exact alignment. There are options to consider.

Kimber Gabryszak there are tools like escrowing, other agreements, the motion includes a requirement that it's substantially in the same form.

Motion made by Hayden Williamson to forward a positive recommendation to the City Council for the Lake Mountain rezone, as shown in Exhibit 3, from Agriculture to R-3 with the Findings and Conditions in the Staff Report dated January 21, 2016. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 7 - 0.

A 5 minute break was taken at this time. Meeting resumed at 8:12 p.m.

6. Work Session: Discussion of Code and Vision.

Kimber Gabryszak said they have been working on Home Occupations in the Code. They are also working on Mixed Waterfront, Accessory Dwelling Units, and Large Lot landscaping solutions. Longer term they have open space, solar plain issues and residential architecture. They will bring options for landscaping back in February or March. She noted changes they are working on for Home Occupations. They are recommending three classes. Class 1 is basically offices only in homes, recommending that they only need a business license. Class 2 of a home occupation would only need staff approval. Class 3 is things like preschools and dance studios that have multiple classes or impact neighborhoods more. They recommend Class 1 and 2 be allowed in multi and single-family housing. Class 3 is only allowed in single-family.

Ken Kilgore asked if they needed to be concerned with food.

Kimber Gabryszak replied that there are county permitting and regulations from the State. We require that they are current with all federal and state laws. We have talked about the difficulty with the sq. footage allowances. They can either remove sq. ft. altogether or increase it to 50%.

Sandra Steele said we need to define incidental.

Kimber Gabryszak noted the change to the section about signs and they just referenced chapter 19.18. She noted the prohibition of hazardous materials.

Sandra Steele asked if they talked about not using the garage for space for home occupations.

Kimber Gabryszak noted that is says they cannot occupy the required parking spaces. Single family homes are required to have two spaces so they could not use those. If they happened to have an extra they could use that.

Hayden Williamson asked about having something where it would reference the type of lot it was on. Something may not be as big a deal on a larger lot.

Kimber Gabryszak said it may not be found to be objectionable on a larger lot; it would be a judgement call.

Troy Cunningham asked on the home furnishing, are there State laws about the materials used.

Kimber Gabryszak said when they have questions they consult with the Chief Building Official. She said they recommend that there should be a cap on the number of patrons at a time. They are recommending 10. It may be high for some types of businesses. Once you get over that you start to impact the neighborhood with traffic and utilities. Class 1 are not generating traffic, Class 2 and 3 shall provide traffic plans.

Hayden Williamson wondered if it could be taken to mean something different where they would have to pay to get a traffic study.

ORDINANCE NO. 15-05 (2-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY TOTALING 116.99 ACRES LOCATED AT APPROXIMATELY 3750 SOUTH AND WEST OF LAKE MOUNTAIN ESTATES; INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, before the City Council approves any such amendments, the amendments must first be reviewed by the planning commission for its recommendation; and

WHEREAS, on January 28, 2016, the Planning Commission held a public hearing after proper notice and publication to consider proposed amendments to the City-wide zoning map and forwarded a positive recommendation with conditions; and

WHEREAS, on February 16, 2016, the City Council held a public hearing after proper notice and publication to consider the proposed amendments; and

WHEREAS, the City Council voted on the application at the February 16, 2016 meeting; and

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

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The property described in Exhibit A is hereby changed from Agricultural to R-3 on the City's Zoning Map. City Staff is hereby instructed to amend the official City Zoning Map accordingly.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 16th day of February, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

VOTE

Shellie Baertsch	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____
Chris Porter	_____

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Villages at Saratoga Springs (Fox Hollow) Easements Vacation**
Date: **February 16, 2016**
Type of Item: **Legislative, Policy Decision**

Summary: Consideration of the Vacation of Various Easements

Description:

A. Topic:

This item is for the approval of the vacation of various easements in the Villages at Saratoga Springs (Fox Hollow) development that are no longer necessary for the development of the property.

B. Background:

SCP Fox Hollow has requested that the following easements be vacated as they are no longer necessary for the development of the property:

1. A portion of the tank and pond easement, Utah County Entry # 16142:2000, located generally at 3100 South 650 West in Saratoga Springs, as more fully depicted in Exhibit A attached hereto; and
2. The Foothill Boulevard Secondary Access easement identified as R-6 in Exhibit K-1 in The Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement ("MDA"), located generally at 3170 South 670 West in Saratoga Springs; and
3. The N-6 Outfall Sewer Line easement identified as S-5 in Exhibit K-1 of the MDA, located in the vicinity of N-5, approximately between Village Parkway and Swainson Boulevard in Saratoga Springs, Utah (collectively "easements").

In accordance with Utah Code § 10-9a-609.5, in order to vacate an easement, the City must publish 10 days advance public notice in a newspaper of general circulation (Daily Herald), hold a public hearing, and determine if: (a) good cause exits for the vacation; and (b) whether the public interest or a person will be materially injured by the vacation. If good

causes exists and the public interest or a person will not be materially injured, the City Council may exercise its legislative discretion to vacate the easements.

C. Analysis:

In accordance with Utah Code § 10-9a-609.5, there is good cause for the vacation because the easements are no longer necessary for the development of the project. Since these easements are not currently being used by the City, neither the public nor any person will be materially injured by the vacation.

Recommendation: Staff recommends that the City Council hold a public hearing, take public comment, and approve the vacation of the easements.

Recommendation: Approval of the attached ordinance.

Attachments: Ordinance; Petition to Vacate Easements

ORDINANCE NO. 16-06 (2-16-16)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING VARIOUS EASEMENTS IN THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW) DEVELOPMENT.

WHEREAS, the City previously acquired various easements in the Villages at Saratoga Springs (Fox Hollow) development in the City of Saratoga Springs, Utah, which are as follows:

1. A portion of the tank and pond easement, Utah County Entry # 16142:2000, located generally at 3100 South 650 West in Saratoga Springs, which new easement legal description is attached as Exhibit A attached hereto; and
2. The Foothill Boulevard Secondary Access easement identified as R-6 in Exhibit K-1 in The Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement ("MDA"), located generally at 3170 South 670 West in Saratoga Springs, which is more fully described in Exhibit B attached hereto; and
3. The N-6 Outfall Sewer Line easement identified as S-5 in Exhibit K-1 of the MDA, located in the vicinity of N-5, approximately between Village Parkway and Swainson Boulevard in Saratoga Springs, Utah, which is more fully described in Exhibit C attached hereto (collectively "easements"); and

WHEREAS, the property owner has petitioned that all or a portion of the easements be vacated as all or a portion of the easements are no longer necessary for the development of the property; and

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

WHEREAS, a public hearing has been properly noticed and held on February 16, 2016 in accordance with Utah Code § 10-9a-609.5.

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the following easements (or portion thereof):

1. Vacating a portion of the tank and pond easement, Utah County Entry # 16142:2000, that is impacting two future lots in Neighborhood 6-4B. The easement is located generally at 3100 S. 650 W. in Saratoga Springs, Utah. The revised legal description for the Tank and Pond Easement is attached as Exhibit A hereto.

2. Vacating the entire Foothill Boulevard Secondary Access easement identified as R-6 in Exhibit K-1 in The Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement ("MDA"), located generally at 3170 South 670 West in Saratoga Springs, which is more fully described in Exhibit B.

3. Vacating the entire N-6 Outfall Sewer Line easement identified as S-5 in Exhibit K-1 of the MDA, located in the vicinity of N-5, approximately between Village Parkway and Swainson Boulevard in Saratoga Springs, Utah, which is more fully described in Exhibit C.

These easements (or portion thereof) are no longer necessary for the development of the property, and the City Council hereby finds that good cause exists for the vacation and that neither the public interest nor any person will be materially injured by the vacation.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2016.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
City Recorder Date

	VOTE
Shellie Baertsch	_____
Michael McOmber	_____
Bud Poduska	_____
Chris Porter	_____
Stephen Willden	_____

EXHIBIT A

Revised Tank and Pond Easement Legal Description

Legal description to replace 16142:2000 water tank easement:

Beginning at a point on the section line which is South 1,795.55 feet and West 9.46 feet from the West Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°42'37" East 207.00 feet; thence South 0°17'23" West 207.77 feet; thence South 51°34'19" West 12.04 feet; thence South 46°32'14" W 62.79 feet; thence North 89°42'37" West 152.30 feet; thence North 0°18'18" East along the Section Line to the point of beginning.

Contains 1.19 acres.

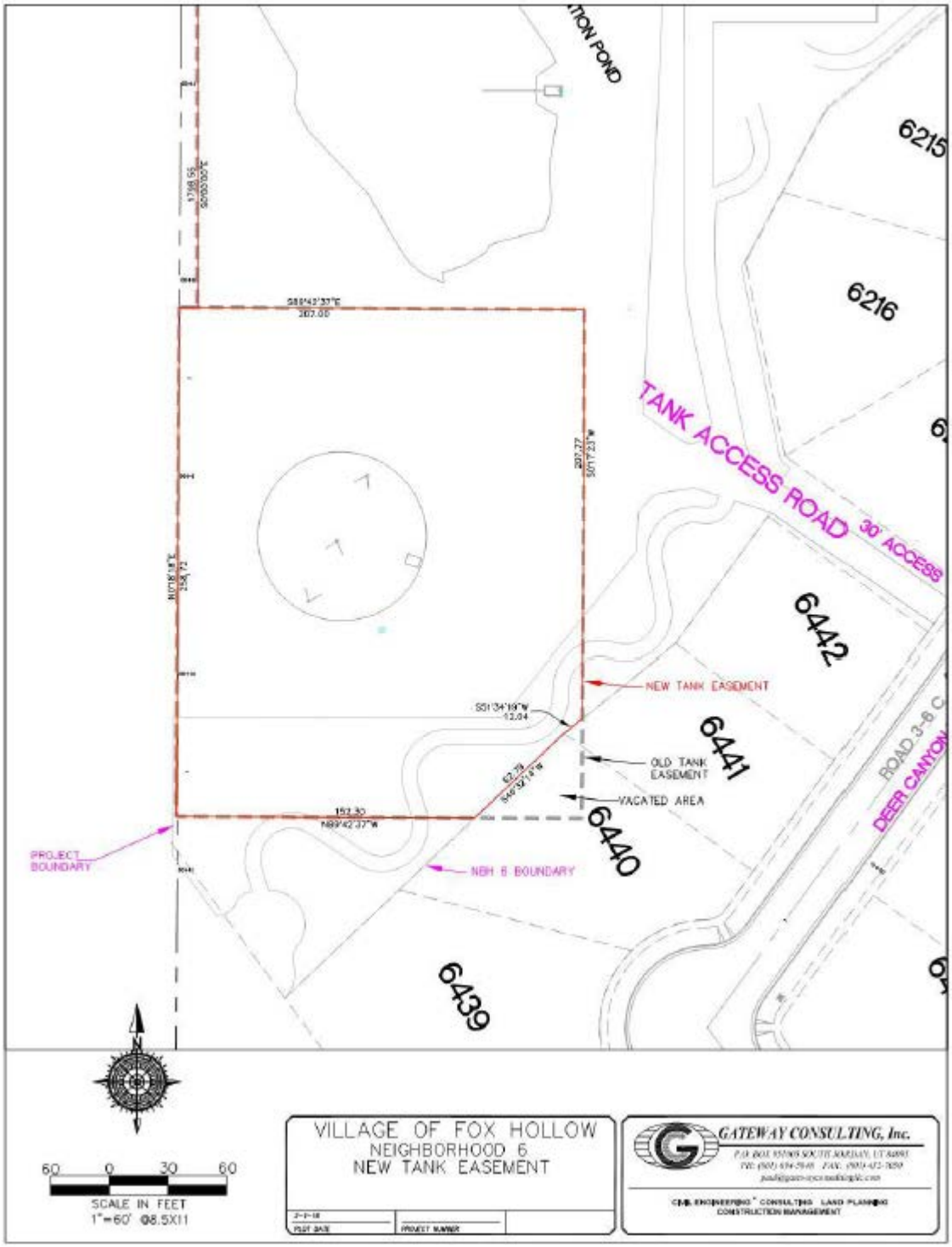

TION POND
6215
6216
TANK ACCESS ROAD
30' ACCESS
6442
NEW TANK EASEMENT
6441
OLD TANK EASEMENT
VACATED AREA
6440
ROAD 3-6 C
DEER CANYON
PROJECT BOUNDARY
NBH 6 BOUNDARY
6439
60 0 30 60
SCALE IN FEET
1"=60' @8.5X11
VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 6
NEW TANK EASEMENT
PLOT DATE
PROJECT NUMBER
GATEWAY CONSULTING, Inc.
CIVIL ENGINEERING * CONSULTING LAND PLANNING
CONSTRUCTION MANAGEMENT

EXHIBIT B

The Foothill Boulevard Secondary Access Easement Being Vacated

Legal description for 'R-6 Foothill Blvd. Secondary Access Easement':

BEGINNING at a point that is S 89°46'37" E 416.29 feet along the Section Line and North 0.26 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 36°12'18" W 80 .00 feet, thence N 53°47'42" E 137.00 feet, thence S 36°12'18" E 80 .00 feet, thence S 53°47'42" W 137.00 feet to the point of BEGINNING.

Easement contains 0.25 ac.

EXHIBIT C

The N-6 Outfall Sewer Line Easement Being Vacated

Legal description for 'S-5 - N-6 Outfall Sewer Line':

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 1,766.87 feet along the Section Line and North 440.57 feet from the Southwest Comer of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 73°42'03" E 328.97 feet, thence S 19°20'08" E 119.99 feet, thence S 41°48'06" E 157.89 feet, thence S 49°02'04" E 368.95 feet, thence N 48°56'02" E 253.66 feet, thence N 44°38'24" W 136.47 feet, thence N 50°28' 11" W 221.25 feet, thence N 43°48'20" W 181.09 feet, thence N 53°12'50'' E 155.36 feet, thence N 48°24'56" E 97.05 feet, thence N 40°10'42" E 133.42 feet, thence N 21°53'32" E 294.10 feet, thence N 39°22'52"E 163.00 feet to an existing sewer manhole.

Easement contains 0.25 ac.

February 1, 2016

City Council Members
The City of Saratoga Springs
1307 N. Commerce Dr. #200
Saratoga Springs, UT 84045

RE: Vacation Request of 'S-5: N-6 Outfall Sewer Line' from The Villages at Saratoga Springs (Fox Hollow) 2nd MDA

City Council Members of the City Saratoga Springs,

This request, made by **SCP Fox Hollow, LLC** ("The Developer"), is to vacate the twenty (20) foot sewer easement known as 'S-5: N-6 Outfall Sewer Line' in the Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement, recorded June 20th 2013 (entry no. 59718:2013). The legal description for the easement is in **'Exhibit A'**. A description of the S-5 easement from the Fox Hollow MDA is in **'Exhibit B'**, and a map of the easement is in **'Exhibit C'**.

The easement was originally granted as part of the Fox Hollow MDA anticipating that several lots within Neighborhood 6 would need sewer connectivity and service through Neighborhood 5. As the project progressed, it became more convenient and economical to connect the sewer down Village Parkway near Neighborhood 3. Now that all of Neighborhood 6 has sewer connectivity and service, the S-5 sewer easement is no longer needed.

The Developer requests the vacation of the S-5: N-6 Outfall Sewer Line easement be vacated as the purpose for which it was created has been met and satisfied through other means.

A list of all property owners within three hundred (300) feet of the parcel the easement is primarily located in is in **'Exhibit D'**.

Thank you for your time and consideration.

Sincerely,

Chad Bessinger, Manager

SCP Fox Hollow, LLC
1148 W. Legacy Crossing Blvd. Ste. 400
Centerville, UT 84014

EXHIBIT A

Legal description for 'S-5 - N-6 Outfall Sewer Line':

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 1,766.87 feet along the Section Line and North 440.57 feet from the Southwest Comer of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 73°42'03" E 328.97 feet, thence S 19°20'08" E 119.99 feet, thence S 41°48'06" E 157.89 feet, thence S 49°02'04" E 368.95 feet, thence N 48°56'02" E 253.66 feet, thence N 44°38'24" W 136.47 feet, thence N 50°28' 11" W 221.25 feet, thence N 43°48'20" W 181.09 feet, thence N 53°12'50'' E 155.36 feet, thence N 48°24'56" E 97.05 feet, thence N 40°10'42" E 133.42 feet, thence N 21°53'32" E 294.10 feet, thence N 39°22'52"E 163.00 feet to an existing sewer manhole.

Easement contains 0.25 ac.

EXHIBIT B

Description of 'S-5: N-6 Outfall Sewer Line' from the Fox Hollow 2nd MDA:

Item	Neighborhoods Impacted (1)	Improvement	Approximate Area
SD-10	7	**Foothill Retention Basin Easement** Easement for retention basin improvements associated with storm drainage from Foothill Boulevard.	3.12 ac.
SD-11	4	**N-4 North Detention Basins Easement** Easement for existing and future detention basin improvements associated with storm drainage from N-2, 3, 4, 5, 6, and 12.	2.14 ac.
		Sewer Easements	
S-1	4	**Village Parkway 12" Sewer Line Easement** Easement for a 12" sewer line parallel to Village Parkway on the north end of N-4 to service property west of N-4.	
S-2	7, 8, 15	**N-15 8" Outfall Sewer Line Easement** Easement for an 8" outfall sewer line to connect N-15 through 17 to existing sewer lines east of N-8.	
S-3	7, 8, 17	**N-17 8" Outfall Sewer Line Easement** Easement for an 8" outfall sewer line to connect N-15 through 17 to existing sewer lines east of N-8.	
S-5	5	**N-6 Outfall Sewer Line** Easement for an 8" sewer line to service Lots 6110 - 6119 of N-6.	
		Water Easements	
W-6	12	**Zone 3 Secondary Irrigation Pond Easement** Easement for ultimate Zone 3 Irrigation Pond including all drainage and pipeline facilities necessary to connect the Zone 3 water tank and irrigation facilities to Zone 3 east of Foothill Boulevard.	6.36 ac.
W-8	13, 14, 15, 16	**Zone 3 to Zone 4/5 Culinery and Secondary Water Mains Easement** Easement for water line improvements connecting to water line improvements in Foothill Blvd. from the Zone 3 water tank and booster station to the Zone 4/5 water tank.	
W-9	16	**Zone 4/5 Culinery WaterTank and Secondary Irrigation Pond Easement** Easement for Zone 4/5 water tank, irrigation pond, access, and pipeline facilities necessary to connect the Zone 4/5 water tank and irrigation facilities to the Zone 3 tank and irrigation pond location.	14.52 ac.
W-10	14, 16	**Zone 4/5 Culinery and Secondary Master Plan Water Mains Easement** Easement for city master plan water line improvements associated with Zone 4 and Zone 5.	11.41 ac.

EXHIBIT C

Conceptual Map of Fox Hollow Easements & Close-up of S-5

EXHIBIT "K-1" MASTER EASEMENTS

NOTE: THE LOCATION OF ALL ROADWAYS, PIPES AND UTILITIES DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

NOTE: THE EASEMENT LOCATIONS DEPICTED ON THIS MAP SHALL TAKE PRECEDENCE OVER THE LEGAL DESCRIPTIONS DESCRIBED IN THE MASTER EASEMENT AGREEMENT.

MASTER EASEMENT DESCRIPTIONS

ROADWAY EASEMENTS

- R-1 SWAINSON BLVD
- R-2 WILDLIFE BLVD
- R-3 VILLAGE PARKWAY
- R-4 REDWOOD ROAD
- R-5 FOOTHILL PHASE 1
- R-6 FOOTHILL SECONDARY ACCESS
- R-7 FOOTHILL PHASE 2
- R-8 VIEWPOINT BLVD

STORM DRAINAGE EASEMENTS

- SD-1 N1 PH7 DETENTION BASIN
- SD-2 N14 DETENTION BASIN
- SD-3 N14 DETENTION/DEBRIS BASIN
- SD-4 N-14 DETENTION / DEBRIS BASIN
- SD-5 N-14 DETENTION / DEBRIS BASIN
- SD-6 N-1 DETENTION / DEBRIS BASIN
- SD-7 N-16 DEBRIS BASIN
- SD-8 N-15/16 DETENTION / DEBRIS BASIN
- SD-9 N-4 SOUTH DETENTION BASIN
- SD-10 FOOTHILL RETENTION BASIN
- SD-11 N -4 NORTH DETENTION BASINS

WATER EASEMENTS

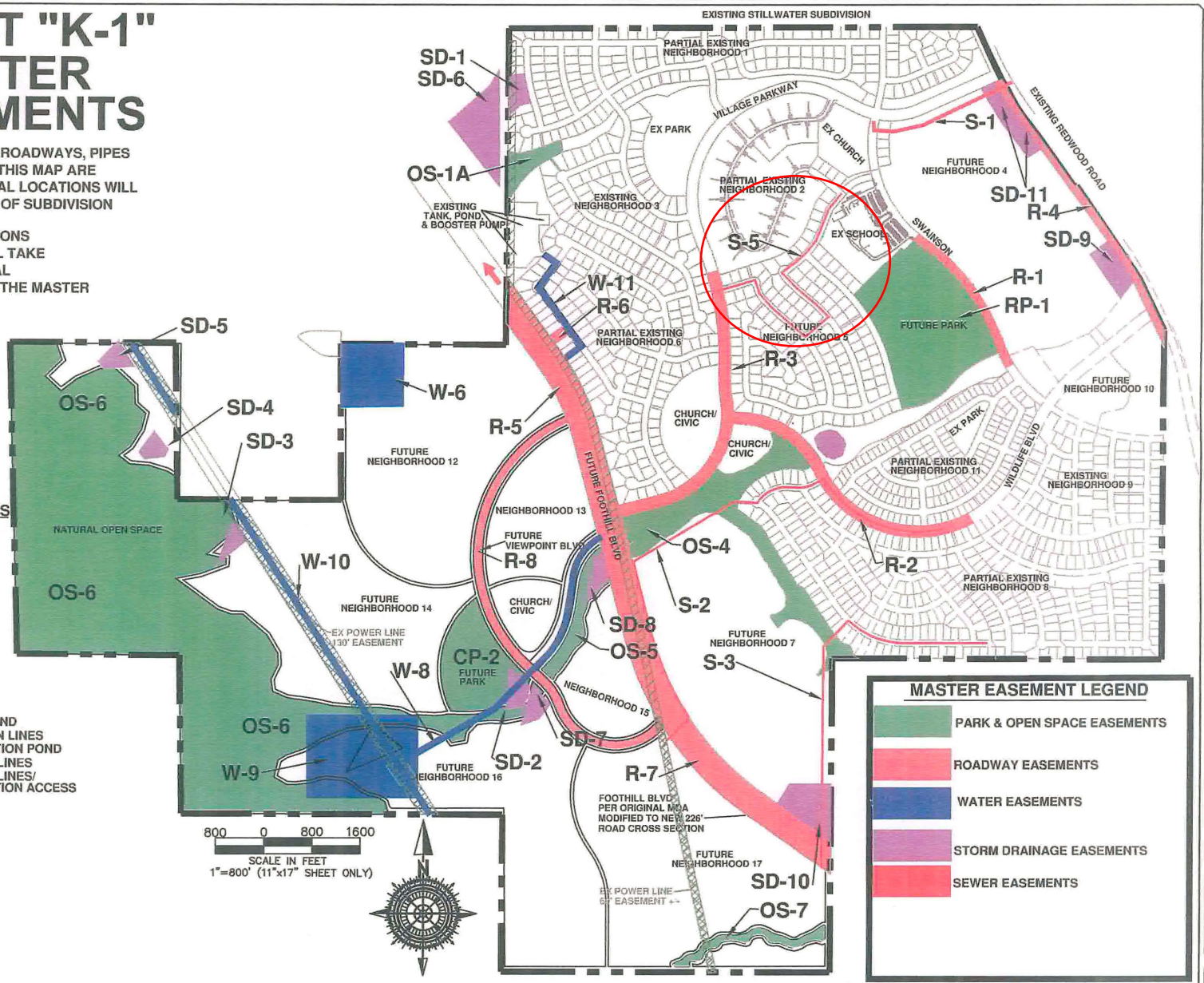
- W-6 ZONE 3 SECONDARY IRRIGATION POND
- W-8 ZONE 4-5 CULINARY AND IRRIGATION LINES
- W-9 ZONE 4-5 WATER TANK AND IRRIGATION POND
- W-10 ZONE 4 CULINARY AND IRRIGATION LINES
- W-11 ZONE 3 CULINARY AND IRRIGATION LINES/ ZONE 2 TANK/POND/BOOSTER STATION ACCESS

OPEN SPACE EASEMENTS

- RP-1 REGIONAL PARK #1
- OS-1A OPEN SPACE #1A
- OS-4 OPEN SPACE #4
- OS-5 OPEN SPACE #5
- CP-2 COMMUNITY PARK NO. 2
- OS-6 OPEN SPACE #6 / SENSITIVE LANDS
- OS-7 OPEN SPACE #7

SEWER EASEMENTS

- S-1 VILLAGE PARKWAY SEWER
- S-2 N 15-17 OUTFALL SEWER
- S-3 N 15-17 OUTFALL SEWER
- S-5 N 6 OUTFALL SEWER (lots 6110-6119)



MASTER EASEMENT LEGEND

- PARK & OPEN SPACE EASEMENTS
- ROADWAY EASEMENTS
- WATER EASEMENTS
- STORM DRAINAGE EASEMENTS
- SEWER EASEMENTS

#	DESCRIPTION	DATE	APP'D
1	CHANGED FOOTHILL FROM TRANSPORTATION TO PREVIOUS FOOTHILL LOCATION PER GUS DEVELOPMENT AGREEMENT LOCATION PER GREBY	5-15-12	

CIVIL DATED 03-01-06
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=800'

GATEWAY CONSULTING, inc.
P.O. BOX 95105 SOUTH JORDAN, UT 84095
PH: (801) 694-3868 FAX: (801) 432-7050
paul@gatewayconsultingfc.com
CIVIL ENGINEERING - CONSULTING - LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING
EXHIBIT "K-1"
MASTER EASEMENTS

4-2-13 PLOT DATE
2006.01 PROJECT NUMBER
EASE AND DED DRAWING FILE

SARATOGA CITY

SHEET NO. K-1

EX CHURCH
PARTIAL EXISTING
NEIGHBORHOOD 2
S-5
EX SCHOOL
SWAINSON
NEIGHBORHOOD 5
R-3

EXHIBIT D

Property owners within 300 feet of parcel 59:012:0108

Parcel ID	Owner	Street	City	State	Zip
590120087	CARDINAL LAND HOLDINGS IV LLC	1879 LONGVIEW DR	HOLLADAY	UT	84124
590120039	FOX HOLLOW SARATOGA LLC	1879 LONGVIEW DR	HOLLADAY	UT	84124
590120111	ALPINE SCHOOL DISTRICT	575 N 100 E	AMERICAN FORK	UT	84003
590120113	ALPINE SCHOOL DISTRICT	575 N 100 E	AMERICAN FORK	UT	84003
590120104	CARDINAL LAND HOLDINGS IV LLC	1879 LONGVIEW DR	HOLLADAY	UT	84124
590120107	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
590120108	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
543110502	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110538	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110535	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110536	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110506	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110537	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110539	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110503	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110543	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110549	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110546	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110533	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110501	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110532	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110541	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110547	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110544	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110507	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110548	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110540	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110534	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110542	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110545	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100450	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110553	COMMON AREA	100 E CENTER ST	PROVO	UT	84606
543100455	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100453	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100449	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045

543110530	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100478	COMMON AREA	100 E CENTER ST	PROVO	UT	84606
543110552	COMMON AREA	100 E CENTER ST	PROVO	UT	84606
543100456	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110551	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110529	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110550	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100454	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110528	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543110531	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100451	HILLCREST PARTNERS LLC	2979 S RED PINE	SARATOGA SPRINGS	UT	84045
543100480	COMMON AREA	100 E CENTER ST	PROVO	UT	84606
543090322	COMMON AREA	100 E CENTER ST	PROVO	UT	84606
590120129	SCP FOX HOLLOW LLC	500 N MARKET PLACE DR STE 250	CENTERVILLE	UT	84014

February 1, 2016

City Council Members
The City of Saratoga Springs
1307 N. Commerce Dr. #200
Saratoga Springs, UT 84045

RE: Boundary alteration request of an easement (Entry No. 16142:2000)

City Council Members of the City Saratoga Springs,

This request, made by **SCP Fox Hollow, LLC** ("The Developer"), is to alter the boundary line of that certain easement recorded with entry no. 16142:2000, granted to **The City of Saratoga Springs** ("The City") for the purposes of constructing, operating, and maintaining a city water system ("The Water System"), specifically, a water storage tank, located in *The Village of Fox Hollow* community. The current legal description for the easement is in **'Exhibit A'**.

When this easement was granted a generic rectangle was plotted. Now that the land around the storage tank area is being developed and subdivided, a small corner of this easement is encumbering two (2) of the lots in the approved subdivision plat known as *The Village of Fox Hollow Neighborhood 6-4B*, which is detailed in **'Exhibit B'**.

As this area has been developed, The Developer and previous developers and/or land owners have worked with city staff to provide adequate access and use of the subject water facilities. A plat known as *The Village of Fox Hollow Neighborhood 6-4A* was created, and once recorded, will dedicated the land needed for the full and complete operation, use, and maintenance of the subject water facilities to The City. The completion and final approval of the 6-4A Plat is dedicating all the necessary land for this system to The City. There is nothing pertaining to the water system that is within this area to be removed on the neighboring plat (6-4B), nor would this area be needed by The City to access any part of the water system. Therefore the alteration of the subject easement boundary to remove this approximate 0.04 acres will result in no harm to any public interest.

The Developer requests this easement boundary be altered to remove this approximate 0.04 acre piece of land so that The Developer's lots will not be encumbered by the easement. The new legal description for the easement can be found in **'Exhibit C'** and a visual for the new legal description in **'Exhibit D'**.

A list of all property owners within three hundred (300) feet of the parcel the easement is primarily located in is in **'Exhibit F'**.

Thank you for your time and consideration.

Sincerely,

Chad Bessinger, Manager

SCP Fox Hollow, LLC
1148 W. Legacy Crossing Blvd. Ste. 400
Centerville, UT 84014

EXHIBIT A

Current legal description of 16142:2000 water tank easement:

Beginning at a point on the section line which is South 1,795.55 feet and West 9.46 feet from the West Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°42'37" East 207.00 feet; thence South 0°17'23" West 258.72 feet; thence North 89°42'37" West 207.05 feet; thence North 0°18'18" East along the Section Line to the point of beginning.

Contains 1.19 acres.

EXHIBIT B

Where the Easement Encroaches on Future Plat: *Village of Fox Hollow Neighborhood 6-4B*. Easement line is labeled as number 16 in diamond, and the encroachment area is highlighted. The easement encroaches upon future lots 6440 and 6441.

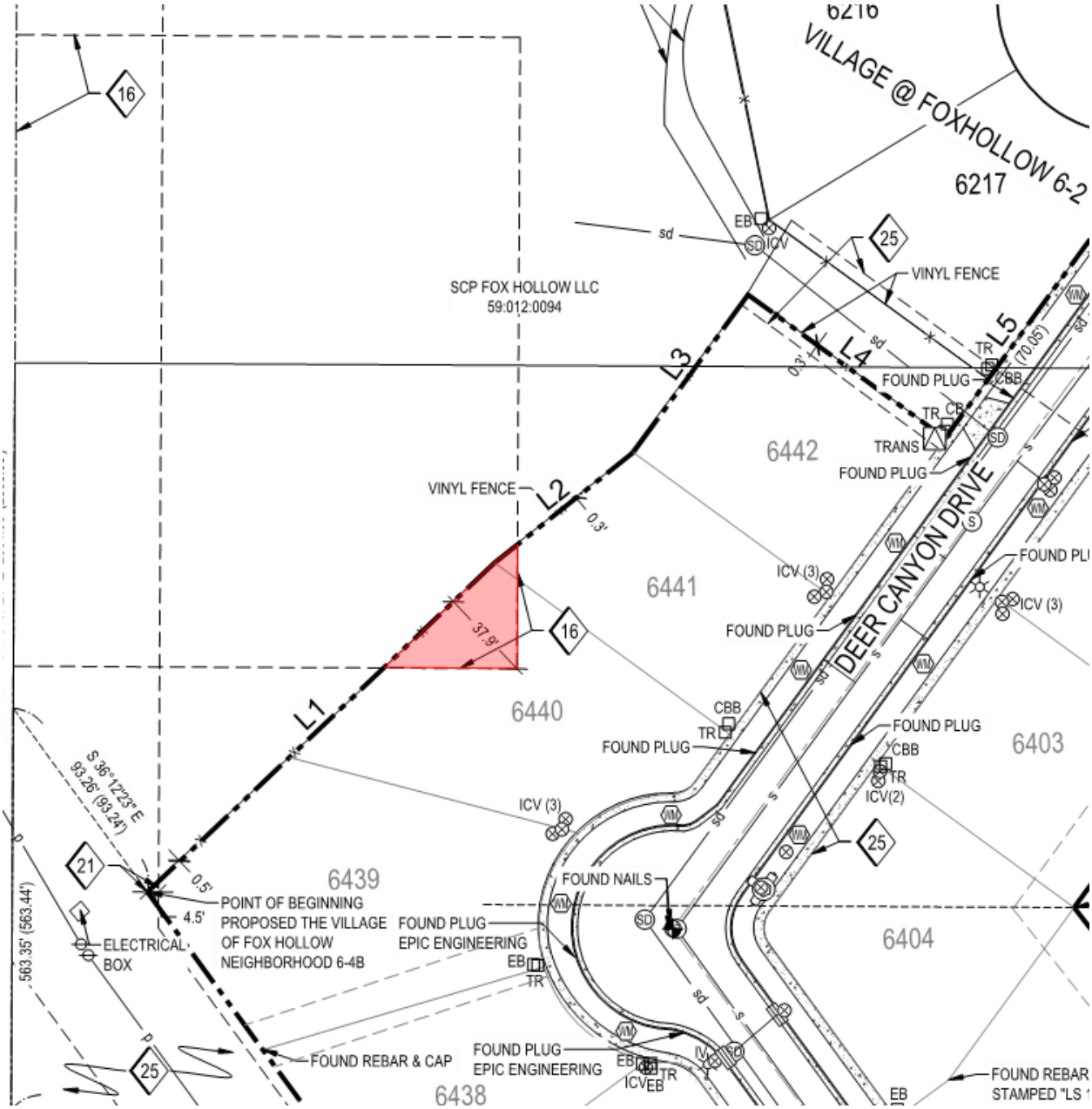


EXHIBIT C

Legal description to replace 16142:2000 water tank easement:

Beginning at a point on the section line which is South 1,795.55 feet and West 9.46 feet from the West Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°42'37" East 207.00 feet; thence South 0°17'23" West 207.77 feet; thence South 51°34'19" West 12.04 feet; thence South 46°32'14" W 62.79 feet; thence North 89°42'37" West 152.30 feet; thence North 0°18'18" East along the Section Line to the point of beginning.

Contains 1.19 acres.

EXHIBIT D

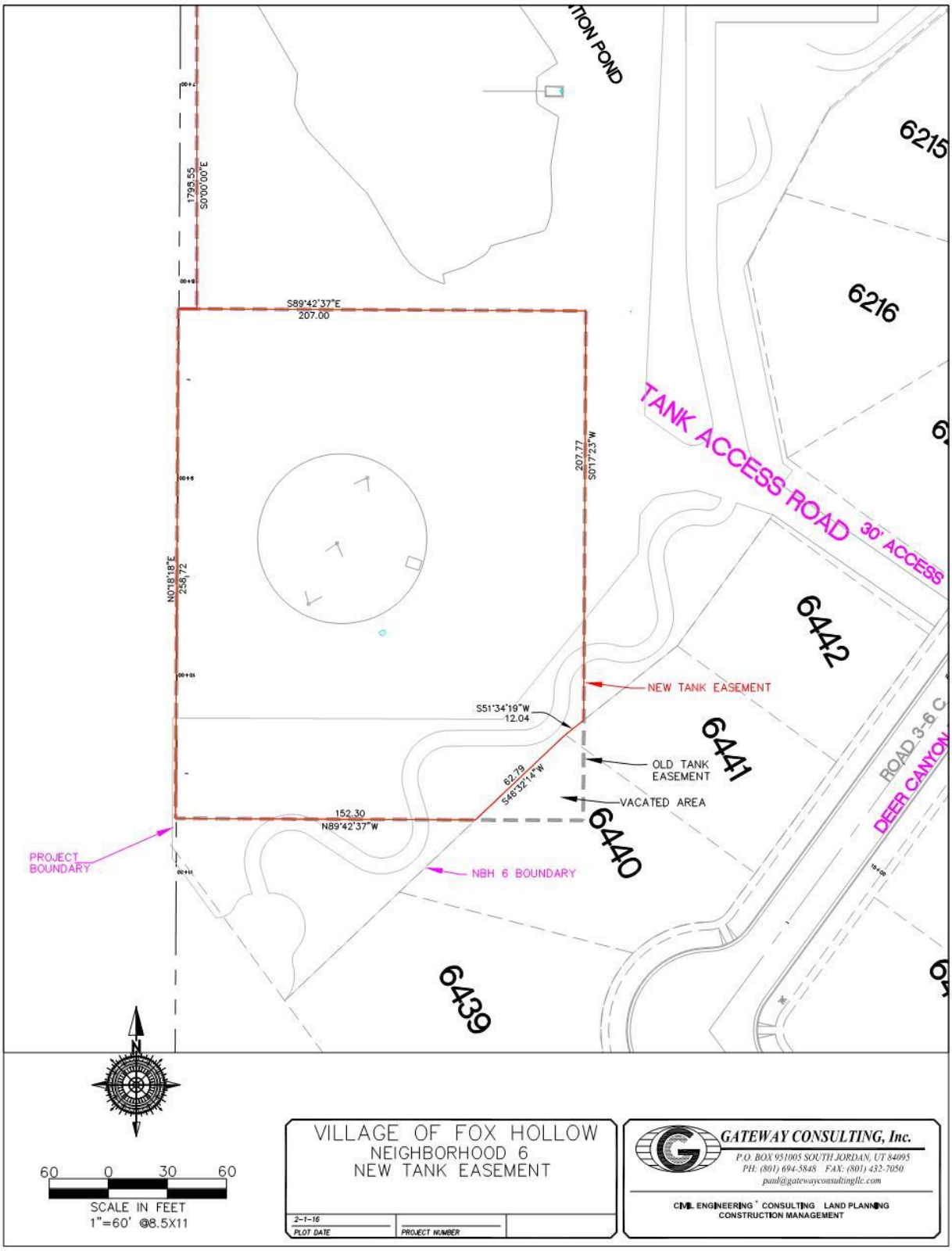

TION POND
6215
6216
1795.55
S0°00'00"E
S89°42'37"E
207.00
207.77
S0°17'23"W
N0°18'18"E
258.72
TANK ACCESS ROAD
30' ACCESS
6442
NEW TANK EASEMENT
S51°34'19"W
12.04
6441
OLD TANK
EASEMENT
62.79
S46°32'14"W
VACATED AREA
152.30
N89°42'37"W
6440
PROJECT
BOUNDARY
NBH 6 BOUNDARY
ROAD 3-6 C
DEER CANYON
6439
N
60 0 30 60
SCALE IN FEET
1"=60' @8.5X11
VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 6
NEW TANK EASEMENT
2-1-16
PLOT DATE
PROJECT NUMBER
GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING LAND PLANNING
CONSTRUCTION MANAGEMENT

EXHIBIT F

Property owners within 300 feet of parcel 59:012:0094

Parcel ID	Owner	Street	City	State	Zip
590120094	SCP FOX HOLLOW LLC	500 N MARKET PLACE DR STE 250	CENTERVILLE	UT	84014
542450074	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
590140015	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
590110020	UNITED STATES OF AMERICA	675 E 500 S STE 500	SALT LAKE CITY	UT	84102
542360041	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450075	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
590110083	ROCKY MOUNTAIN POWER	825 NE MULTNAMAH BLDG 1033 WND FL	PORTLAND	OR	97232
542450076	JTRD LLC	4690 KELLY CIR	SALT LAKE CITY	UT	84117
542360040	LOMBARDO - JOSHUA & NICOLE	2991 S LORI LN	SARATOGA SPRINGS	UT	84045
542360045	BUSHMAN - JOHN & CRISTINA	3019 S LORI LN	SARATOGA SPRINGS	UT	84045
542360043	NINOW - RYAN & AUBREE A	2737 W 9850 S	SOUTH JORDAN	UT	84095
542360044	HENNE - KIMBERLY (ET AL)	3013 S LORI LN	SARATOGA SPRINGS	UT	84045
542360046	COOK - DAVID W & CELESTE	3023 S LORI LN	SARATOGA SPRINGS	UT	84045
542360042	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542360079	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200	SARATOGA SPRINGS	UT	84045
590110085	WALDO COMPANY	PO BOX 277	PLEASANT GROVE	UT	84062
590120124	SCP FOX HOLLOW LLC	500 N MARKET PLACE DR STE 250	CENTERVILLE	UT	84014
543000717	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200	SARATOGA SPRINGS	UT	84045
590120123	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
543120229	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200	SARATOGA SPRINGS	UT	84045
543120217	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120220	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120216	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120218	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120219	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120214	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120215	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120212	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
543120213	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237

February 1, 2016

City Council Members
The City of Saratoga Springs
1307 N. Commerce Dr. #200
Saratoga Springs, UT 84045

RE: Vacation Request of 'R-6 Foothill Blvd. Secondary Access Easement' from The Villages at Saratoga Springs (Fox Hollow) 2nd MDA

City Council Members of the City Saratoga Springs,

This request, made by **SCP Fox Hollow, LLC** ("The Developer"), is to vacate the public access easement known as 'R-6 Foothill Boulevard Secondary Access Easement' in the Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement, recorded June 20th 2013 (entry no. 59718:2013). The legal description for the easement is in **'Exhibit A'**. A description of the R-6 easement from the Fox Hollow MDA is in **'Exhibit B'**, and a map of the easement is in **'Exhibit C'**.

The easement was originally granted as part of the Fox Hollow MDA anticipating the potential need for a secondary access to future Foothill Blvd. In working with city staff, it was determined that this secondary access was not necessary. This was determined largely because of the steep slope in that area and the final design of Foothill Blvd is yet to be determined. As a result, *The village of Fox Hollow Neighborhood 6-4B* final plat was approved with the access removed.

As the R-6 easement is no longer the route for secondary access to Foothill Blvd, The Developer requests this easement be vacated to remove the encumbrance on the lots that have been approved.

A list of all property owners within three hundred (300) feet of the parcel the easement is primarily located in is in **'Exhibit D'**.

Thank you for your time and consideration.

Sincerely,

Chad Bessinger, Manager

SCP Fox Hollow, LLC
1148 W. Legacy Crossing Blvd. Ste. 400
Centerville, UT 84014

EXHIBIT A

Legal description for 'R-6 Foothill Blvd. Secondary Access Easement':

BEGINNING at a point that is S 89°46'37" E 416.29 feet along the Section Line and North 0.26 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 36°12'18" W 80 .00 feet, thence N 53°47'42" E 137.00 feet, thence S 36°12'18" E 80 .00 feet, thence S 53°47'42" W 137.00 feet to the point of BEGINNING.

Easement contains 0.25 ac.

EXHIBIT B

Description of 'R-6 Foothill Blvd. Secondary Access Easement' from the Fox Hollow 2nd MDA:

Exhibit "K"

Villages at Saratoga Springs (Fox Hollow) Master Easements Summary			
Item	**Neighborhoods Impacted (1)**	**Improvement**	**Approximate Area**
		Roadway Easements	
R-1 (including W-1)	4, 5	**Swainson Boulevard Easement** Easement for 74' right of way road improvements from N-11 to the School Property including a 12" water line (W-1), associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	2.29 ac.
R-2 (including W-2)	5,7,8,11	**Wildlife Boulevard Easement** Easement for 96.5' right of way road improvements from N-9 to Village Parkway including a 12" water line (W-3), associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	5.28 ac.
R-3	3,5,6,7	**Village Parkway Easement** Easement for 96.5' right of way road improvements from N-3 (Fox Point Drive) to Foothill Boulevard including associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	5.61 ac.
R-4	4,10	**Redwood Road Easement** Easement for 90' half width right of way road improvements from the intersections of Redwood Road and Village Parkway and Wildlife Boulevard including associated utilities, paving, curb/gutter and 30' trail easement, street lights, and landscaping.	3.46 ac.
R-5, R-7 (including W-4 and S-4)	6,7,12,13,15,17	**Foothill Boulevard Easement** Easement for 226' right of way road improvements from the northwestern property boundary to the southeastern property boundary including associated frontage roads, utilities, paving, curb/gutter and sidewalks, trails, street lights, slopes, landscaping, and water and sewer improvements associated with W-4 and S-4.	29.03 ac.
R-6	6	**Foothill Boulevard Secondary Access Easement** Easement for 56' right of way road improvements from Foothill Boulevard through N-6 including associated utilities, paving, curb/gutter and sidewalks, street lights, and landscaping	0.25 ac.

EXHIBIT C

Conceptual Map of Fox Hollow Easements & Close-up of R-6

EXHIBIT "K-1" MASTER EASEMENTS

NOTE: THE LOCATION OF ALL ROADWAYS, PIPES AND UTILITIES DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

NOTE: THE EASEMENT LOCATIONS DEPICTED ON THIS MAP SHALL TAKE PRECEDENCE OVER THE LEGAL DESCRIPTIONS DESCRIBED IN THE MASTER EASEMENT AGREEMENT.

MASTER EASEMENT DESCRIPTIONS

ROADWAY EASEMENTS

- R-1 SWAINSON BLVD
- R-2 WILDLIFE BLVD
- R-3 VILLAGE PARKWAY
- R-4 REDWOOD ROAD
- R-5 FOOTHILL PHASE 1
- R-6 FOOTHILL SECONDARY ACCESS
- R-7 FOOTHILL PHASE 2
- R-8 VIEWPOINT BLVD

STORM DRAINAGE EASEMENTS

- SD-1 N1 PH7 DETENTION BASIN
- SD-2 N14 DETENTION BASIN
- SD-3 N14 DETENTION/DEBRIS BASIN
- SD-4 N-14 DETENTION / DEBRIS BASIN
- SD-5 N-14 DETENTION / DEBRIS BASIN
- SD-6 N-1 DETENTION / DEBRIS BASIN
- SD-7 N-16 DEBRIS BASIN
- SD-8 N-15/16 DETENTION / DEBRIS BASIN
- SD-9 N-4 SOUTH DETENTION BASIN
- SD-10 FOOTHILL RETENTION BASIN
- SD-11 N -4 NORTH DETENTION BASINS

WATER EASEMENTS

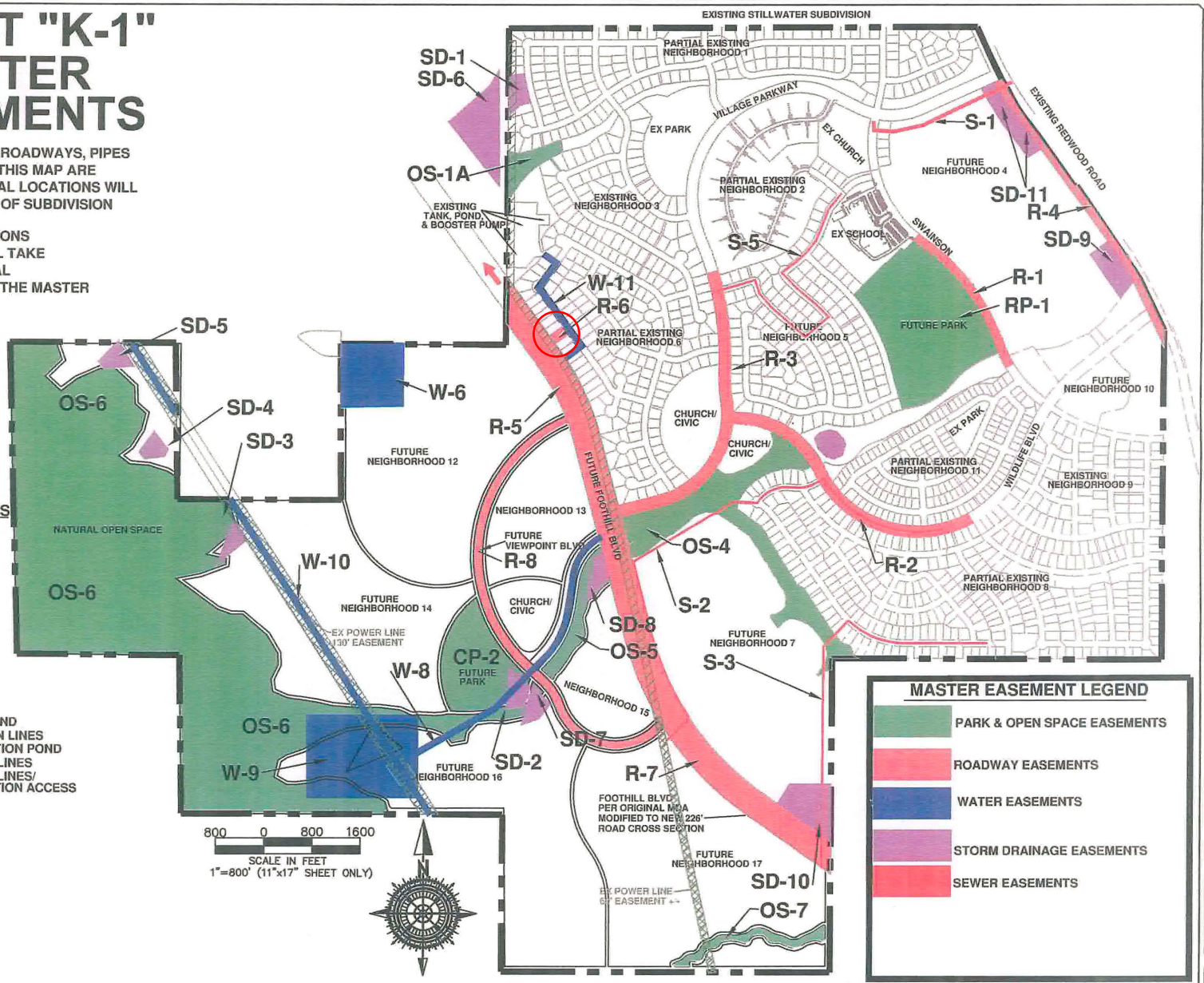
- W-6 ZONE 3 SECONDARY IRRIGATION POND
- W-8 ZONE 4-5 CULINARY AND IRRIGATION LINES
- W-9 ZONE 4-5 WATER TANK AND IRRIGATION POND
- W-10 ZONE 4 CULINARY AND IRRIGATION LINES
- W-11 ZONE 3 CULINARY AND IRRIGATION LINES/ ZONE 2 TANK/POND/BOOSTER STATION ACCESS

OPEN SPACE EASEMENTS

- RP-1 REGIONAL PARK #1
- OS-1A OPEN SPACE #1A
- OS-4 OPEN SPACE #4
- OS-5 OPEN SPACE #5
- CP-2 COMMUNITY PARK NO. 2
- OS-6 OPEN SPACE #6 / SENSITIVE LANDS
- OS-7 OPEN SPACE #7

SEWER EASEMENTS

- S-1 VILLAGE PARKWAY SEWER
- S-2 N 15-17 OUTFALL SEWER
- S-3 N 15-17 OUTFALL SEWER
- S-5 N 6 OUTFALL SEWER (lots 6110-6119)



GATEWAY CONSULTING, inc.
P.O. BOX 95105 SOUTH JORDAN, UT 84095
PH: (801) 694-3868 FAX: (801) 432-7050
paul@gatewayconsultingfc.com
CIVIL ENGINEERING - CONSULTING - LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING
EXHIBIT "K-1"
MASTER EASEMENTS

SARATOGA CITY

SHEET NO. K-1

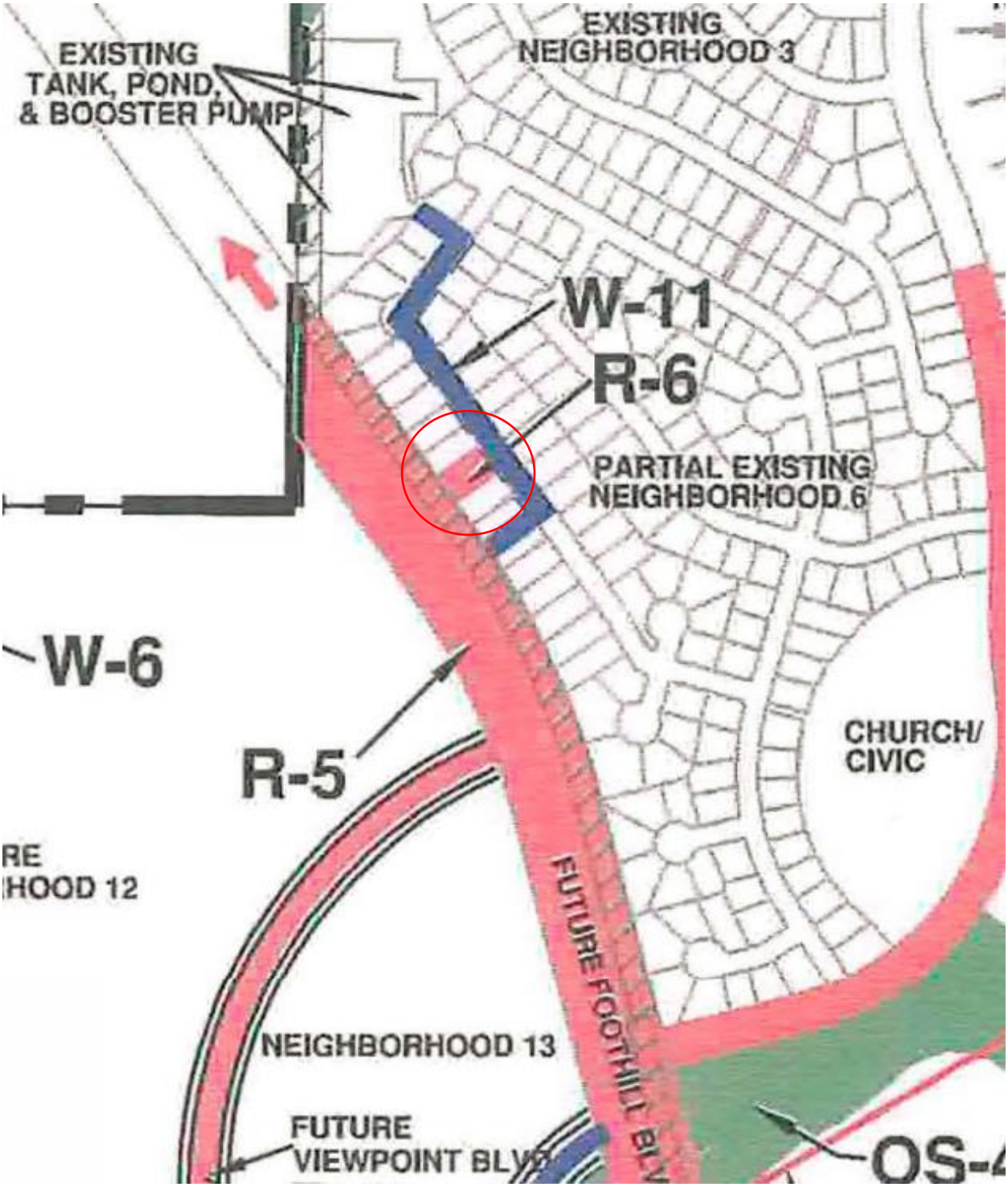

EXISTING
TANK, POND,
& BOOSTER PUMP
EXISTING
NEIGHBORHOOD 3
W-11
R-6
PARTIAL EXISTING
NEIGHBORHOOD 6
W-6
R-5
CHURCH/
CIVIC
RE
HOOD 12
FUTURE FOOTHILL BLV
NEIGHBORHOOD 13
FUTURE
VIEWPOINT BLVD
OS-

EXHIBIT D

Property owners within 300 feet of parcel 59:012:0037

Parcel ID	Owner	Street	City	State	Zip
590140015	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
590130037	SCP FOX HOLLOW LLC	500 N MARKETPLACE DR STE 250	CENTERVILLE	UT	84014
590130024	CARDINAL LAND HOLDINGS IV LLC	1879 LONGVIEW DR	HOLLADAY	UT	84124
590130035	SCP FOX HOLLOW LLC	1307 N COMMERCE DR STE 200	SARATOGA SPRINGS	UT	84045
542450064	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450068	ARMADILLO PROPERTIES LLC	1305 E LONE PEAK DR	ALPINE	UT	84004
542450081	ROMERO - CARLOS	10005 MORGAN CREEK DR	AUSTIN	TX	78717
542450085	ARMADILLO PROPERTIES LLC	1305 E LONE PEAK DR	ALPINE	UT	84004
542450080	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450066	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450084	JTRD LLC	4690 KELLY CIR	SALT LAKE CITY	UT	84117
542450087	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450083	WEST - HARMON RAY JR	2102 GYRFALCON DR	SANDY	UT	84092
542450067	RICHMOND AMERICAN HOMES OF UTAH INC	4350 S MONACO ST	DENVER	CO	80237
542450082	DARBY - JEFFREY B & KIM MARIE	1580 E 12500 S	DRAPER	UT	84020
542450065	WEST - HARMON RAY JR	2102 GYRFALCON DR	SANDY	UT	84092
542450086	DARBY - JEFFREY B & KIM MARIE	1580 E 12500 S	DRAPER	UT	84020
542450089	SARATOGA SRINGS CITY	1307 N COMMERCE DR STE 200	SARATOGA SPRINGS	UT	84045
590130045	PRONOVA HOLDINGS 5 LLC	1022 W 2200 N	PLEASANT GROVE	UT	84062
590130059	CARDINAL LAND HOLDINGS IV LLC	1879 E LONGVIEW DR	HOLLADAY	UT	84124
590130060	CARDINAL LAND HOLDINGS IV LLC	1879 E LONGVIEW DR	HOLLADAY	UT	84124
590130058	CORP OF PRES BISHOP CHURCH OF JESUS CHRIST OF LDS	50 E NORTH TEMPLE FL 22	SALT LAKE CITY	UT	84150
590120124	SCP FOX HOLLOW LLC	500 N MARKET PLACE DR STE 250	CENTERVILLE	UT	84014
590130066	PRONOVA HOLDINGS 4 LLC	1022 W 2200 N	PLEASANT GROVE	UT	84062
590120129	SCP FOX HOLLOW LLC	500 N MARKET PLACE DR STE 250	CENTERVILLE	UT	84014

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library Board Bylaws
Date: January 20, 2016
Type of Item: Library Board Bylaws Resolution

Summary Recommendations: The City Council should approve the revised library board bylaws.

Description:

A. Topic: Library Board Bylaws

B. Background: The Saratoga Springs Library Board was originally established to help support and open the library. The board has recommended more flexibility regarding meeting times. The current Library Board would prefer to meet at 6:30 PM rather than 7:30 PM. As a result the bylaws have been modified to reflect "at a time established on the regular meeting schedule".

C. Analysis: The library board bylaws which were originally adopted were a set of generic bylaws provided to us by the Utah State Library. It is recommended that we change these bylaws' to reflect additional flexibility in the meeting time. This version of the Library Board Bylaws has been reviewed by the City Attorney.

D. Department Review: City Manager, Library

Alternatives:

A. Approve the Request: Staff recommends that the City Council approve the drafted set of library board bylaws.

B. Deny the Request: The City Council could deny the request for the approval of the Library Board Bylaws.

C. Continue the Item: The City Council could continue the request until a later date and time.

Recommendation: Staff recommends the approval of the library board bylaws.

Bylaws of the Saratoga Springs Public Library

Revised ~~November 2013~~January 2016

Establishment and Name of the Library Board

The Saratoga Springs Library Advisory Board (hereinafter "Library Board") was established for the purpose of enhancing the community's education, cultural, and personal interests.

Regular Meetings

The regular meetings of the Library Board shall be on the days specified in the Library Boards regular meeting schedule as adopted on an annual basis per state law. Regular meeting shall be at the City of Saratoga Springs Building in the Conference Room ~~starting at 7:30 PM~~at a time established on the regular meeting schedule as adopted on an annual basis per state law. ~~.~~Any regularly scheduled meeting may be cancelled by the chairman at any time due to extenuating circumstances such as lack of quorum, emergencies, or lack of business to conduct.

The meetings shall be open to the public and noticed in advance. At the beginning of each fiscal year, the Library Board shall specify regular meeting dates and times. The Library Director shall work with the City Recorder to ensure that (1) the local newspaper is informed of the scheduled regular meetings of the Library Board for the ensuring fiscal year, (2) the schedule of meetings is posted in the principal offices of the Library Board, and (3) the schedule of the meetings is posted on the Utah Public Notice Website. Notices shall have dates, times, and places of such meetings.

These meetings are held in accordance to the Utah Open and Public Meetings Act ("OPMA"), UCA 52-4-101 *et seq*. At this time the Library Board chooses not to hold electronic meetings in accordance with UCA 52-4-207; however, if in the future the Library Board decides to hold electronic meetings, it will do so in accordance with the OPMA.

The agenda and/or information packet for the meetings will be distributed by the Library Board Secretary at least 24 hours prior to meetings, or as otherwise allowed by the OPMA. Any Library Board member wishing to have an item placed on the agenda must contact the Library Board Secretary in sufficient time preceding the meeting to have the item placed. Any Library Board member who is unable to attend a meeting will notify the Library Director to indicate that he or she will be absent. Due to the fact that a quorum is required for each meeting, this notice should be given as far in advance as possible.

Special Meetings

Special Library Board meetings shall be held at any time when called by the Chair or Vice Chair, if representing the Chair, or by any three Library Board members, provided that notice with the agenda of the special meeting is given at least 24 hours in advance, except for emergency meetings as provided for in OPMA § 52-4-202, to Library Board members and provided to, but

not published, to a newspaper of general circulation in the City. No business except that stated in the notice and agenda shall be transacted. Notice and agenda shall be posted 24 hours in advance in the City Building except as otherwise allowed for emergency meetings under the OPMA.

Annual Meeting

An annual Library Board meeting shall be held in July for the purpose of hearing the annual reports of the Librarian and committees. The report should include a summary of the previous fiscal year's work to date with a detailed account of the receipts and expenditures, a budget for the following year, and other information according to statute. A copy of this report shall be forwarded to the Utah State Library in accordance with the law. A copy should also be on file in the library or on the library website.

Quorum

A quorum at any meeting shall consist of a majority of the Library Board members.

Library Board Responsibilities

The Library Board is charged with the responsibility of the governance of the library and shall establish policies, rules and regulations for governing the library's operations.

Library Board members are not to be compensated pursuant to City ordinances, but may be reimbursed for necessary and related expenses pursuant to City policies. To be effective, Library Board members must attend most meetings, read materials presented for review, and actively contribute to board meetings and projects.

It is the goal of the Library board to have each member attend a minimum of one Library System (or other library related) workshop, seminar, or meeting during each calendar year. The Library Director will make the dates of these workshops known to the Library Board in a timely manner. Library Board members using their own vehicle will be reimbursed at the rate allowed pursuant to City policy for travel to and from any Library System (or other library related) workshop, seminar, or meeting. All training, workshops, seminars, or meetings will be paid for in accordance with City policies through the library budget.

Library Board members are not exempt from late fees, fines, or other user fees.

Library Board Membership

The Library Board should consist of seven members appointed by the Mayor, with the advice and consent of the City Council, from the residents of Saratoga Springs or surrounding cities. A Library Board member shall serve a three-year term, expiring the 30th day of June at the end of each term, and may be reappointed for two (2) consecutive terms subject to the discretion of the Mayor, with the advice and consent of the City Council.

A representative of the Friends of the Library may serve as an ex-officio member of the Library Board. The Library Director shall attend meetings of the Library Board but does not serve as a voting member of the Library Board.

A Library Board member may be removed by a majority vote of the quorum at a regular Library Board meeting. Removal would be based on lack of attendance at Library Board meetings, behavior or statements detrimental to the Library Board, or failure to declare conflicts of interest.

Officers and Elections

The officers of the Library Board shall be a Chair, Vice-Chair, and Secretary. These officers shall be elected by a majority vote of Library Board members for one year term at the regular meeting in the month of May. In the event of a resignation of an officer, an election to fill the unexpired term of that officer will be conducted by vote at the next regular Library Board meeting.

Chair. The chair shall preside at all Library Board meetings, appoint all standing and special committees, serve as ex-officio member of all committees, and perform all other such duties as may be assigned by the Library Board. The chair or designee shall be the only spokesperson for the Library Board in all advisory or disciplinary action directed to the staff.

Vice-Chair. The Vice-Chair, in the absence of the Chair, shall assume all duties of the Chair.

Secretary. The secretary shall keep minutes of all board meetings, record attendance, record a roll call on all votes (except when a ballot vote is taken). The secretary shall perform all other such clerical duties as may be assigned by the Board.

Special Committees

Special committees may be appointed by the Chair, with the approval of the Library Board at a regular meeting, to present reports or recommendations to the Library Board and shall serve until completion of the work for which they were appointed.

Parliamentary Procedure

The Library Board shall adopt a set of parliamentary procedures.

Amendments

Amendments to these Bylaws and changes to library policies or any other procedural document may be proposed at any regular meeting of the Library Board and will become effective when adopted by a majority of those members present providing they represent a quorum. All amendments must be consistent with City policies and procedures, the City Code (including § 3.06.03), and Utah State law.

City Council
Staff Report

Author: Melissa Grygla, Library Director
Subject: Library Radio Frequency Identification (RFID)
Date: February 10, 2016
Type of Item: Authorization to Enter into a Contract

Summary Recommendations: The City Council should authorize the City Manager to award a contract with TechLogic for the purpose of implementing RFID.

Description:
A. Topic: Library Radio Frequency Identification (RFID)

Background: The Saratoga Springs Library received a grant from the Utah State Library in the amount of $45,000 to implement RFID. Funding not expended or under contract by April 30, 2016 must be refunded to the Utah State Library. Among other benefits, the proposed RFID system should provide significant productivity gains through reduction in key labor-intensive workflow processes, enhanced customer service, reduced material losses, reduced incidents of staff repetitive motion injuries, improved security, and improved inventory accuracy. The RFID system will be optimized for use in a library environment, be efficient in its design through the elimination of redundant features, and be expandable.

B. Analysis: A request for proposal was issued December 8, 2015 and closed January 15, 2016. The Library received four bid proposals with the amounts outlined below. Additional ongoing costs of $2,000 per a year in Annual Software License Renewals or Hardware Warranties were typical from most proposals.

To complete this project, it is necessary to remodel the existing doorway to allow space to utilize RFID gates and maintain ADA compliance. The cost of this project is $2,190 and will be covered by the grant. There is also an additional $1,000 fee to turn on SIP2 service with our current integrated library system (ILS).

In addition we will be reconfiguring the existing workspace used to return items because the existing metal shelving will interfere with RFID technology and need to be either a counter, table or wooden unit. Funds for this purchase will be taken from the Library's Capital Outlay account. At this time we are still collecting quotes regarding the cost for various options.

All bids submitted were for table top self-check units. The selected firm in addition to being the lowest bidder also has FLEX kiosks. These kiosks do not require a tabletop and can be relocated as necessary in the future. The unit sale price for each of these Kiosks varies by vendor from $5,000-$12,000.

In order to obtain two self-check units and remain within grant funding we've elected to remove the Shelf Management System and Inventory Wand from the bid previously quoted at $5,475.00. This Shelf Management System and Inventory Wand is not necessary to implement RFID. At $42,370.00 TechLogic's bid was the lowest cost and includes two FLEX Kiosks for self-check units instead of table top units. It is recommended that we move forward with this bid amount allowing for increased adaptability for self-check as the City continues to grow in the future.

Company	Bid Amount	Doorway Construction Costs	SIP2 Fee	Modified Bid for Kiosks	Total Project Cost
TechLogic	$36,307	$2,190	$1,000	$42,370	$45,560
MK Solutions	$39,435	$2,190	$1,000	$47,635	$50,825
SirsiDynix	$55,080	$2,190	$0	$55,080	$57,270
P.V. Supa	$55,835	$2,190	$1,000	$59,853	$63,043

C. Department Review: City Manager, Library

Alternatives:

A. Deny the Request: The City Council could deny the request to allow the City Manager to enter into a Contract with TechLogic for the purpose of implementing RFID. This would require that we return all grant funds not expended or under contract by April 30, 2016.

B. Continue the Item: The City Council could continue the request until a later date and time. The result being that the library would return at a later date and time for a decision regarding the contract. Based on the time line it could also result in all grant the return of all grant funds not expended or under contract by April 30, 2016.

Recommendation: Staff recommends the City Council approve the request for the City Manager to approve a contract with TechLogic for the purpose of implementing RFID before the grant deadline.

Self-Checkout Quote

Saratoga Spring Public Library

Quote without Shelf Management System

Prepared For: Saratoga Springs Public Library
1307 N. Commerce Drive, Ste 200
Saratoga Springs, UT 84045
Ms. Melissa Grygla, Director 801-766-6513 mgrygla@saratogaspringscity.com

2/8/2016
Quote Number 20160112 JE

QTY	PN	Self Check-out System Products and Services	Unit List Price	Unit Sale Price	Total List Price	Total Sale Price
Self Check-out Kiosk						
2	45008032	Free Standing RFID/Barcode Kiosk	$9,995.00	$8,995.00	$19,990.00	$17,990.00
Staff Station Equipment						
5	45007534	ABS SingleHF Pad Antenna with MR102 Reader & Cables	$895.00	$895.00	$4,475.00	$4,475.00
NX Series Security Gates						
1	25016528-1	Tech Logic NX Series 1 Aisle Gate - with people counter -Clear41	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Software						
5	28000007	CircIT Staff Station	$1,100.00	$0.00	$5,500.00	$0.00
RFID Tags						
45000	25016567	Book-SLIx-Tag White	$0.1500	$0.1500	$6,750.00	$6,750.00
7000	25016569	CD/DVD-SLIx-Tag White	$0.2300	$0.2300	$1,610.00	$1,610.00
Installation and Training Costs						
1	Total	Onsite Gate Installation & Training / Remote Hardware & Software Installation & Training	$3,995.00	$3,995.00	$3,995.00	$3,995.00
Shipping						
1		Estimated†††	$2,550.00	$2,550.00	$2,550.00	$2,550.00
		You have received an order Discount of	-$7,500.00	**Sub Total (USD)**	$49,870.00	$42,370.00
		Prices contained in this quote are good for 90 days.		**Total (USD)**		**$42,370.00**

Extended Hardware Warranty Beginning in Year Two **if purchased at time of sale for all equipment listed on quote**			
$3,670.13	year 2	*Realized savings of pre-paid maintenance agreements* (from date of purchase)	Total Savings
$7,232.59	year 2-3		**$1,576**
$10,805.24	year 2-4		**$2,407**
$14,383.18	year 2-5		**$3,233**

Extended Hardware Warranty Beginning in Year Two **if not purchased at time of sale for all equipment listed on quote**			
$4,404.15	year 2	*Realized savings of pre-paid maintenance agreements*	Total Savings
$8,679.11	year 2-3		**$129**
$12,966.29	year 2-4		**$246**
$17,259.81	year 2-5		**$357**

Annual Software License Renewal Fee(s)		
No. of seats	***Annual Software License and Support are Required***	Annual Cost
2	Annual support for CircIT software after year 1	**$800**
5	Annual support for CircIT Staff Station after year 1	**$1,100**

SCO Payment Terms and Support:

† Software support is required starting in year two.
††† Shipping charges estimated on all quoted products shipping at the same time F.O.B. originating facility. Shipping is estimated and calculated using today's rates to one receiving location, unless otherwise noted. Additional shipping charges may apply. Multiple shipments may result in increased charges.

- Payment of all applicable duties and taxes are the responsibility of the purchasing entity. All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.
- Standard Tech Logic Terms and Conditions apply to all sales
- Prices quoted above include a standard Tech Logic one year warranty. Refer to Tech Logic warranty information for additional terms and conditions.
- Any required SIP configuration or ILS renewal fees are not covered by the Tech Logic first year warranty.

Payment Terms, SCO Equipment: The net amount of each invoice is due in full, within thirty (30) days of date of invoice. A payment of 50% of order due upon execution of order confirmation 50% payment due net 30 at shipping,
Interest Charges: If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month
Credit, Debit, or P-Card Payments are not acceptable forms of payment.

Software and Hardware Support:
- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually. Hardware Support is Optional.
- Annual Support/Software and Maintenance Programs automatically increase 4% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

Phone Support-Service Calls
- The minimum charge for service calls is a 2 hour minimum.

Notes:
1) SIP2 is required. Please ensure that the SIP & ILS implementations are of the latest versions.
2) The SIP interface which integrates self check systems with ILS software is provided by the ILS vendor.
3) If the library is providing computers for CircIT self-check software, verify computers meet minimum specifications.
4) CircIT Credit Card Payment works only in conjunction with VeriFone
5) Payment Processing is the responsibility of the Library. Please contact VeriFone to secure the purchase of PayWare Connect service that is integrated in CircIT.

Your contact is Kirstin Peterson. Identify yourselves as a Tech Logic customer
Phone 727 288 9554 or email Kirstin_p1@verifone.com

City Council
Staff Report

Author: Mark T. Edwards
Subject: Phase 2 – North Gravity Sewer Outfall
Date: February 9, 2016
Type of Item: Award of Bid

Description:

A. Topic:

This item is for the Award of Bid for the second phase of the City's North Gravity Sewer Outfall. Phase One was installed last year under Pioneer Crossing Extension and was designed by Epic Engineering this phase was designed by Hansen, Alan and Luce.

B. Background:

This project is identified in the City's Sewer Capital Facilities Plan for 2018 however due to the pending commercial project from Boyer, The Crossing; this project needs to be accelerated to avoid conflicts with their project improvements.
Almost a third of the pipe will be buried up to 30 foot deep so Centrifacilly Cast Fiberglass-Polymer Mortar Pipe (CCFRPM) was chosen for its strength, ability to withstand H2S gas and its superior flow characteristics but it can also be expensive. To offset cost the Base Bid included the use of a more conventional PVC sewer pipe for the shallower depths. An Alternate Bid Schedule was provided so contractors could bid the entire project with the CCFRPM pipe but no cost savings were available.
Project complexities were identified in the design of Phase 1 which has not changed in Phase 2 so Staff once again prequalified contractors. A short list of contractors were allowed to bid on this project who demonstrated the skill level to install large diameter CCFRPM and PVC sewer pipe at these designed depths, minimum grades and provide engineered dewatering.

C. Analysis:

With the start of construction of The Crossing by Boyer, the City will need to install this phase of the North Gravity Sewer Outfall prior to the installation of project improvements along Redwood Road. Completing installation of the sewer prior to "The Crossing" will avoid the additional expense of repairing landscaping and trail improvements and avoid disruption to future businesses. The pipeline alignment for the project is along the western edge of Redwood Road within the 30-ft trail corridor. This alignment avoids both existing and future utilities as well as conflicts with future roadway widening.

Recommendation:

Staff recommends that the City Council award the construction of Phase 2 of the City's North Gravity Sewer Outfall project to Noland and Son Construction for the amount of $647,687.00

HANSEN ALLEN & LUCE inc
ENGINEERS

UTAH COUNTY OFFICE
1045 SOUTH 500 EAST, SUITE 110
AMERICAN FORK, UTAH 84003
PHONE: (801) 216-8890
FAX: (801) 216-8890
www.hansenallenluce.com

City of Saratoga Springs
Mayor and City Council
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84005

February 1, 2016

Re: North Gravity Sewer Outfall – Phase 2
Recommendation for Award

Dear Mayor and City Council Members:

We have reviewed the bids for the referenced project and recommend that the project be awarded to Noland and Son Construction Co., Inc. Their total bid cost is $647,662.00.

All bidders were pre-qualified due to the difficulty of the project. Noland and Son Construction possess the required Utah Contractors License to perform this work. They also have the appropriate previous experience to complete a job of this complexity. Our firm has worked with Noland and Son Construction, on previous projects, and their work has been respectable.

The City received a total of 4 bids. For your reference we have attached a copy of the Bid Tabulation.

Please call if we can answer any questions or be of further assistance.

Respectfully,

HANSEN, ALLEN & LUCE, INC.

Tavis Timothy, P.E.
Associate

CITY OF SARATOGA SPRINGS
NORTH GRAVITY SEWER OUTFALL - PHASE 2
BID TABULATION
Note: Highlighted Numbers Denote Math or Rounding Error in submitted bid.

BASE BID SCHEDULE

ITEM	DESCRIPTION	EST QTY	UNIT	Condie Construction Company		Noland & Son Construction		Whitaker Construction Company		Fusion Pipeline		Engineers Estimate	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS	$ 41,716.00	$ 41,716.00	$ 16,147.00	$ 16,147.00	$ 42,000.00	$ 42,000.00	$ 70,500.00	$ 70,500.00	$ 40,000.00	$ 40,000.00
2	Construction Surveying	1	LS	$ 1,622.00	$ 1,622.00	$ 6,281.00	$ 6,281.00	$ 3,300.00	$ 3,300.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	Traffic Control	1	LS	$ 6,714.00	$ 6,714.00	$ 17,486.00	$ 17,486.00	$ 16,300.00	$ 16,300.00	$ 30,775.00	$ 30,775.00	$ 10,000.00	$ 10,000.00
4	Dewatering	1	L.S.	$ 12,403.00	$ 12,403.00	$ 40,072.00	$ 40,072.00	$ 5,200.00	$ 5,200.00	$ 180,500.00	$ 180,500.00	$ 30,000.00	$ 30,000.00
5	24" Dia. PVC Sewer (PS 46, F679)(Partially in UDOT ROW)	38	L.F.	$ 744.00	$ 28,272.00	$ 713.50	$ 27,113.00	$ 825.00	$ 31,350.00	$ 1,222.55	$ 46,456.90	$ 500.00	$ 19,000.00
6	42" Dia. PVC Sewer (PS 46, F679)	947	L.F.	$ 262.00	$ 248,114.00	$ 220.00	$ 208,340.00	$ 345.00	$ 326,715.00	$ 367.50	$ 348,022.50	$ 300.00	$ 284,100.00
7	42" Dia. Sewer (CCFRPM) (Class SN 46)(Excavation Deeper than 20-feet)	253	L.F.	$ 467.00	$ 118,151.00	$ 651.00	$ 164,703.00	$ 710.00	$ 179,630.00	$ 910.50	$ 230,356.50	$ 500.00	$ 126,500.00
8	42" Dia. Sewer (CCFRPM) (Class SN 46)(Excavation Shallower than 20-feet)	218	L.F.	$ 393.00	$ 85,674.00	$ 477.00	$ 103,986.00	$ 535.00	$ 116,630.00	$ 818.00	$ 178,324.00	$ 450.00	$ 98,100.00
9	6' Dia. Manhole	5	Each	$ 10,600.00	$ 53,000.00	$ 6,955.00	$ 34,775.00	$ 9,150.00	$ 45,750.00	$ 12,075.00	$ 60,375.00	$ 10,000.00	$ 50,000.00
10	Core Existing 6' Dia. Manhole (Sta. 10+00), Pour New Concrete Bench and Install Riser	1	L.S.	$ 25,000.00	$ 25,000.00	$ 11,150.00	$ 11,150.00	$ 7,400.00	$ 7,400.00	$ 11,975.00	$ 11,975.00	$ 4,000.00	$ 4,000.00
11	New 5' Dia. Manhole on Existing 24" Sewer	1	Each	$ 10,400.00	$ 10,400.00	$ 5,820.00	$ 5,820.00	$ 8,000.00	$ 8,000.00	$ 10,300.00	$ 10,300.00	$ 8,000.00	$ 8,000.00
12	Clay Cutoff Dam	4	Each	$ 450.00	$ 1,800.00	$ 1,401.00	$ 5,604.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 16,000.00	$ 3,000.00	$ 12,000.00
13	Stabilization Material	475	Tons	$ 21.00	$ 9,975.00	$ 6.00	$ 2,850.00	$ 15.00	$ 7,125.00	$ 18.00	$ 8,550.00	$ 20.00	$ 9,500.00
14	6" Gas Utility Conflict	1	Each	$ 5,900.00	$ 5,900.00	$ 3,360.00	$ 3,360.00	$ 5,700.00	$ 5,700.00	$ 2,100.00	$ 2,100.00	$ 6,000.00	$ 6,000.00
BASE BID SCHEDULE TOTAL					**$ 648,741.00**		**$ 647,687.00**		**$ 799,100.00**		**$ 1,199,234.90**		**$ 702,200.00**

ALTERNATE BID SCHEDULE

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Substitute 42" Dia. Sewer (CCFRPM) (Class SN 36) for all 42" PVC Sewer Pipe (This would replace Bid Item 6)	947	L.F.	$ 284.00	$ 268,948.00	$ 414.00	$ 392,058.00	$ 370.00	$ 350,390.00	$ 534.00	$ 505,698.00	$ 400.00	$ 378,800.00
BASE BID WITH ALTERNATE					**$ 669,575.00**		**$ 831,405.00**		**$ 822,775.00**		**$ 1,356,910.40**		**$ 796,900.00**

Bid Date: 1/28/16 @ 2:00 PM

CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Legacy Farms Reimbursement Agreements**
Date: **February 16, 2016**
Type of Item: **Legislative, Policy Decision**

Summary: Consideration of Legacy Farms Reimbursement Agreements

Description:

A. **Topic:** Reimbursement Agreements for Legacy Farms.

B. **Background:** Through approval of the construction drawings for Village Plans 1 and 2 of the Legacy Farms project, the City Engineering Department requested that the developer, DR Horton, upsize certain improvements and install additional improvements to benefit the City-wide sewer and secondary water systems. DR Horton agreed and City Staff is bringing this to the Council now for approval.

C. **Analysis:** The improvements being upsized are shown in the exhibits to the reimbursement agreements attached to this report. As a brief summary of the secondary water improvements in Village Plan 1, DR Horton is upsizing a 10" PVC pipe to 12" Ductal Iron pipe, installing stubs across Redwood Road at Amber Road and Parkway Drive, correcting the secondary water connection at Grandview Blvd., and upsizing 6" inch PVC pipe to 12" DI pipe. For the sewer improvements in Village Plan 2, DR Horton is installing additional 21" PVC sewer pipe and three 5 foot manholes at the City's request. The reimbursement amount for VP 1 is $333,864.38, and the reimbursement amount for VP 2 is $179,508, for a total reimbursement amount of $513,372.38. These amounts are dependent on DR Horton submitting receipts for these costs. This will save the City significant money as the reimbursements costs of having DR Horton install and upsize these improvements are significantly less than if the City made the improvements itself.

D. **Conclusion:** The attached reimbursement agreements will benefit the City by providing additional and upsized public improvements at a lower cost to the City.

Recommendation: Approval of the attached agreements.

PUBLIC IMPROVEMENTS
EXTENSION AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of _____, 201_, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the "City," and D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, pursuant to the Planned Community Zone, the Developer is developing a master planned project known as Legacy Farms within the City at approximately 400 South Redwood Road ("Project"). The Project will consist of multiple phases and plats, and will be developed and improved in accordance with the approved Community Plans and Village Plans, as well as the Master Development Agreement entered into between the City and the Developer (the "MDA"). The approved Community Plans, Villages Plans and MDA are collectively referred to herein as the Project Approvals with respect to each phase or plat of the Project that is the subject of such Project Approvals;

WHEREAS, the Developer is required by the Project Approvals to install certain public improvements within the Project and outside the boundaries of the Project; and

WHEREAS, pursuant to the provisions and standards set forth in Section 21 of the MDA, Developer is entitled to reimbursements for certain public improvements, including—as defined in the MDA—only "system improvements" and improvements oversized per City's request. This Agreement is intended to set forth the City's reimbursement obligations with respect to the public improvements described below, the Developers Obligations, and to confirm the manner and timing of such reimbursements for Plats 1-A, 1-B, 1-C, 1-D, 1-E, and 1-F of the Legacy Farms project which encompasses the proposed development area for Village Plan 1 (but does not preclude a separate reimbursement agreement for 400 South improvements).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Improvements; Reimbursement Amounts**. Developer agrees to install those improvements listed in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Improvements") at Developer's cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and interest expense. Without limiting the general scope of the preceding sentence, the Improvements that Developer will install, and the reimbursements to be paid by the City, include the following items and amounts:

(i) The secondary water system on the west side of Redwood Road, running from the intersection of Legacy Parkway southward, to the existing Secondary Water Line in Redwood Road just north of the intersection of Grandview Blvd. (approx. 5,350 linear feet). As currently designed, the Project does not require more than the 10" PVC improvements described in Exhibit A (estimated costs of $166,309.00); however, in order to provide excess capacity to meet the anticipated needs of other future developments, at the request of the City, the Developer will

install the 12" DI improvements described in Exhibit A (estimated costs of $361,853.00). The cost differential between what is required for the Project and what the City has requested is estimated to be $195,544.00. Hence, for these improvements, the reimbursement amount to be paid to Developer is estimated to be $195,544.00.

(ii) Developer will extend stubs to the East side of Redwood Road for the City to make future connections from proposed 12-inch secondary waterline in Redwood Road to two (2) locations on the east side of Redwood Road (one located at the intersection of Amber Road/Topaz Road and the other at the Intersection of Parkway Drive/Redwood Road) with an estimated total cost of $66,271.38, to be reimbursed 100% to Developer by the City.

(iii) The secondary water system from Redwood Road heading east at Legacy Parkway to Highpoint Drive then North to 400 South (approx. 1500 linear feet). As currently designed, the Project does not require more than the 6" PVC improvements described in Exhibit A (estimated costs of $27,844.00); however, in order to provide excess capacity to meet the anticipated needs of other future developments, at the request of the City, the Developer will install the 12" DI improvements described in Exhibit A (estimated costs of $90,789.00). The cost differential between what is required for the Project and what the City has requested is estimated to be $62,936.00. Hence, for these improvements, the reimbursement amount to be paid to Developer is estimated to be $62,936.00.

(iv) Revised secondary water connection at the Grandview Intersection, connecting the 12" Ductile Iron (DI) to the 16" DI line in the intersection of Grandview and Redwood Road, including the services, improvements and labor shown in Exhibit A (with estimated reimbursable costs of $9,113.00). The City will reimburse Developer for said reimbursable amount as shown in Exhibit A.

2. **System Approval and Inspection**. Developer shall install the Improvements described above in accordance with City ordinances, standards, construction drawings, and Project Approvals. The Improvements shall be approved by the City, and inspections shall be conducted by the City to ensure that the Improvements are constructed per City standards.

3. **Warranty and Dedication**. Upon completion, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements and proof of payment of such costs. Upon successful completion of the Improvements and acceptance in writing by the City, Developer shall also provide a Warranty Bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of 1 year (the Warranty Bond may be on the same form as a Performance Bond). Upon successful completion, approval by the City, posting of a Warranty Bond by Developer, and expiration of the Warranty period, the City shall accept, own, operate, and maintain the Improvements provided the Improvements have continued to meet City standards during the 1 year Warranty period. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements, and Developer will not retain any ownership interest of the dedicated Improvements.

4. **Payment of Reimbursement Amounts**. The City is obligated to reimburse Developer for each of the "reimbursement amounts" described in Section 1 above; provided, however, that the amounts to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the estimates) and no individual line-item cost shall exceed more than ten percent (10%) of the estimated costs as stated in this Agreement unless the City approves the change in writing and the base price in Exhibit A is amended accordingly. The City shall satisfy its reimbursement obligations under this Agreement as follows:

(i) After said improvements have been constructed and installed, the actual expenses incurred by Developer for these improvements shall be verified, and the City shall reimburse Developer for the expenses (consistent with the provisions in Section 1 above) as follows: (i) first, to the fullest extent possible, the City shall reimburse Developer by cash payment; and (ii) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its sole discretion, the remaining amount owed to Developer shall be reimbursed by providing the developer a credit against any secondary water impact fees outstanding. Developer shall pay any remaining balance not offset by such credits, or, if the cost of these improvements exceed the amounted owed by the developer for plats that have been previously recorded, the City shall provide the developer a credit against any future secondary water impact fees for plats not yet recorded. The full amount of the reimbursement obligations shall be satisfied using one or any combination of these methods. To the extent the Developer has unused credits against secondary water impact fees, such credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the credits. The City shall prepare an accounting of credits applied to secondary water impact fees and provide a copy of such accounting to Developer at least quarterly. The credits granted hereunder shall never expire, and shall remain valid until all of the credits have been applied against secondary water impact fees.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the improvements, rather than receiving credit against impact fees over time. To the extent that impact fee credits are used to satisfy reimbursement obligations, the credits shall be sufficient to fully reimburse Developer by the time the last building permit is issued for this Project. To the extent necessary, as set forth in Section 21(d) of the MDA, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the system improvements as part of a funding plan (if the improvements are not already the subject of the City's IFFPs).

5. **Full Compensation**. The Developer hereby agrees that the reimbursement amounts described in Sections 1 and 4 shall constitute the full and entire amount of reimbursement payable to Developer for the subject Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to said Improvements. When the City has fulfilled its reimbursement obligations under this Agreement, Developer agrees to waive any and all claims related to unconstitutional takings and illegal exactions related to any of the improvements listed herein.

6. **No Accrual of Interest**. The parties expressly agree that the reimbursement amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

7. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer:	D.R. Horton, Inc. Attn: Boyd Martin 12351 South Gateway Park Place Suite D-100 Draper, UT 84020
With a copy to:	William Mayer Regional General Counsel-West Region 501 W. Broadway, Suite 1200 San Diego, CA 92101
If to the City:	City of Saratoga Springs Attn: City Engineer 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794
With a copy to:	City of Saratoga Springs Attn: City Manager 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794

8. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all reimbursement amounts described in this Agreement.

9. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendments**. This Agreement may be amended only in writing signed by the parties hereto.

11. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

12. **Incorporation of Recitals**. The recitals above are incorporated herein by this reference as a part of this Agreement.

13. **Effect.** Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the MDA or other Project Approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the MDA, and shall be construed and performed accordingly.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party ("assignee") so long as the City agrees in writing, such approval not to be withheld unreasonably, and a written instrument is executed by the Developer and assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Limitation of Damages.** In any action related to the obligations contained in this Agreement, the parties' remedy for breach shall be limited to specific performance only. Also, Developer may not claim individual liability on the part of any City officer, employee, or official.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

By:_____
City Recorder

CITY OF SARATOGA SPRINGS

_____
Mayor

"DEVELOPER"
D.R. Horton, Inc.

_____
By:_____
Its:_____

State of _____)
:ss
County of _____)

On this _____day of_____, 20___, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of D.R. Horton, Inc., a Delaware corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____

Notary Public

EXHIBIT A

Secondary Water Improvements

PUBLIC IMPROVEMENTS
EXTENSION AND REIMBURSEMENT AGREEMENT
(Village Plan 2 - Legacy Farms)

THIS AGREEMENT is made and entered into as of the ___ day of _____, 201_, by and between the CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the "City," and D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, pursuant to the Planned Community Zone, the Developer is developing a master planned project known as Legacy Farms within the City at approximately 400 South Redwood Road ("Project"). The Project will consist of multiple phases and plats, and will be developed and improved in accordance with the approved Community Plans and Village Plans, as well as the Master Development Agreement entered into between the City and the Developer (the "MDA"). The approved Community Plans, Villages Plans and MDA are collectively referred to herein as the Project Approvals with respect to each phase or plat of the Project that is the subject of such Project Approvals;

WHEREAS, the Developer is required by the Project Approvals to install certain public improvements within the Project and outside the boundaries of the Project; and

WHEREAS, pursuant to the provisions and standards set forth in Section 21 of the MDA, Developer is entitled to reimbursements for certain public improvements, including—as defined in the MDA—only "system improvements" and improvements oversized per City's request. This Agreement is intended to set forth the City's reimbursement obligations with respect to the public improvements described below, the Developer's Obligations, and to confirm the manner and timing of such reimbursements for Plat 2-A of the Legacy Farms project which encompasses the proposed development area for Village Plan 2.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Improvements; Reimbursement Amounts**. Developer agrees to install those improvements listed in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Improvements") at Developer's cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and interest expense. Without limiting the general scope of the preceding sentence, the Improvements that Developer will install, and the reimbursements to be paid by the City, include the following items and amounts:

(i) A 21-inch PVC sewer line that begins at a manhole on the south side of Church Lot 1 on Legacy Farms Plat 2-A, proceeds through the same lot to a manhole in School House Road and finally extends east ending at a manhole for future extension within the Legacy Farm project. The Project does not require the portion of the 21-inch pipeline and the 3 5-ft manholes which will be installed on the Church Lot 1. The project does require an 8" PVC sewer pipeline in School House Road; however, in order to provide sewer capacity to meet the anticipated needs of

other developments, at the request of the City, the Developer will install the 21-inch sewer pipeline. For these improvements, the reimbursement amount to be paid to Developer is estimated and described in Exhibit A of this agreement. The City agrees to reimburse 100% to the Developer for the portion of the work through Church Lot 1 and, for the remaining areas, the differential between what is required for the Project and what the City has requested, which is more accurately described and estimated in Exhibit A.

(ii) A 21" PVC sewer pipeline that crosses the street at Saratoga Road and connects to the City's existing improvements in Saratoga Road. As currently designed, the Project does not require more than the 8" PVC improvements described in Exhibit A; however, in order to provide excess capacity to meet the needs of development, at the request of the City, the Developer will install the 21" PVC improvements described in Exhibit A. The City agrees to reimburse the cost differential between what is required for the Project and what the City has requested, which is more accurately described in Exhibit A.

2. **System Approval and Inspection**. Developer shall install the Improvements described above in accordance with City ordinances, standards, construction drawings, and Project Approvals. The Improvements shall be approved by the City, and inspections shall be conducted by the City to ensure that the Improvements are constructed per City standards.

3. **Warranty and Dedication**. Upon completion, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements and proof of payment of such costs. Upon successful completion of the Improvements and acceptance in writing by the City, Developer shall also provide a Warranty Bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of 1 year (the Warranty Bond may be on the same form as a Performance Bond). Upon successful completion, approval by the City, and posting of a Warranty Bond by Developer, and expiration of the Warranty period, the City shall accept, own, operate, and maintain the Improvements provided the Improvements have continued to meet City standards during the 1 year Warranty period. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements, and Developer will not retain any ownership interest of the dedicated Improvements.

4. **Payment of Reimbursement Amounts**. The City is obligated to reimburse Developer for each of the "reimbursement amounts" described in Section 1 above; provided, however, that the amounts to be reimbursed to Developer shall be based on the actual costs incurred by Developer (not the estimates) and no individual line-item cost shall exceed more than ten percent (10%) of the estimated costs as stated in this Agreement unless the City approves the change in writing and the base price in Exhibit A is amended accordingly. The City shall satisfy its reimbursement obligations under this Agreement as follows:

(i) After said improvements have been constructed and installed, the actual expenses incurred by Developer for these improvements shall be verified, and the City shall reimburse Developer for the expenses (consistent with the provisions in Section 1 above) as follows: (i) first, to the fullest extent possible, the City shall reimburse Developer by cash payment; and (ii) if any amounts cannot be reimbursed by the City in cash, as determined by the City in its sole

discretion, the remaining amount owed to Developer shall be reimbursed by providing the developer a credit against any sanitary sewer impact fees outstanding. Developer shall pay any remaining balance not offset by such credits, or, if the cost of these improvements exceed the amounted owed by the developer for plats that have been previously recorded, the City shall provide the developer a credit against any future sanitary sewer impact fees for plats not yet recorded. The full amount of the reimbursement obligations shall be satisfied using one or any combination of these methods. To the extent the Developer has unused credits against sanitary sewer impact fees, such credits shall be freely assignable by Developer to any person or entity so long as the City is notified of the assignment of the credits. The City shall prepare an accounting of credits applied to sanitary sewer impact fees and provide a copy of such accounting to Developer at least quarterly. The credits granted hereunder shall never expire, and shall remain valid until all of the credits have been applied against sanitary sewer impact fees.

For all reimbursements to be paid to Developer under this Agreement, the City shall take reasonable measures, as determined by the City in its sole discretion, to maximize the amount of the cash reimbursements to Developer, recognizing that Developer's preference is to receive cash reimbursements as soon as reasonably possible following completion of the improvements, rather than receiving credit against impact fees over time. To the extent that impact fee credits are used to satisfy reimbursement obligations, the credits shall be sufficient to fully reimburse Developer by the time the last building permit is issued for this Project. To the extent necessary, as set forth in Section 21(d) of the MDA, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate the system improvements as part of a funding plan (if the improvements are not already the subject of the City's IFFPs).

5. **Full Compensation**. The Developer hereby agrees that the reimbursement amounts described in Sections 1 and 4 shall constitute the full and entire amount of reimbursement payable to Developer for the subject Improvements. Developer shall not be entitled to any additional reimbursement, compensation, incentive, or other payment related to said Improvements. When the City has fulfilled its reimbursement obligations under this Agreement, Developer agrees to waive any and all claims related to unconstitutional takings and illegal exactions related to any of the improvements listed herein.

6. **No Accrual of Interest**. The parties expressly agree that the reimbursement amounts to be paid to the Developer, as set forth in this Agreement, have not and shall not in the future accrue interest.

7. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: D.R. Horton, Inc.
Attn: Boyd Martin
12351 South Gateway Park Place
Suite D-100

Draper, UT 84020

With a copy to:	William Mayer Regional General Counsel-West Region 501 W. Broadway, Suite 1200 San Diego, CA 92101
If to the City:	City of Saratoga Springs Attn: City Engineer 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794
With a copy to:	City of Saratoga Springs Attn: City Manager 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Telephone: (801) 766-9793 Facsimile: (801) 766-9794

8. **Term of Agreement**. This Agreement shall remain in effect until Developer has been reimbursed in full for all reimbursement amounts described in this Agreement.

9. **Validity and Severability**. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendments**. This Agreement may be amended only in writing signed by the parties hereto.

11. **No Joint Venture**. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

12. **Incorporation of Recitals**. The recitals above are incorporated herein by this reference as a part of this Agreement.

13. **Effect.** Nothing in this Agreement shall be deemed to modify, affect, or supersede the terms or provisions of the MDA or other Project Approvals. Rather, this Agreement is intended to effectuate and implement the reimbursement obligations of the City as set forth in the MDA, and shall be construed and performed accordingly.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party ("assignee") so long as the City agrees in writing, such approval not to be withheld

unreasonably, and a written instrument is executed by the Developer and assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Limitation of Damages.** In any action related to the obligations contained in this Agreement, the parties' remedy for breach shall be limited to specific performance only. Also, Developer may not claim individual liability on the part of any City officer, employee, or official.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

By:_____
City Recorder

CITY OF SARATOGA SPRINGS

_____
Mayor

"DEVELOPER"

D.R. Horton, Inc.

_____
By:_____
Its:_____

State of _____)
:ss
County of _____)

On this _____day of_____, 20___, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of D.R. Horton, Inc., a Delaware corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

Sanitary Sewer Improvements

RESOLUTION NO. R16-12 (2-16-16)

RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING PUBLIC IMPROVEMENTS EXTENSION AND REIMBURSEMENT AGREEMENTS FOR LEGACY FARMS VILLAGE PLAN 1 AND VILLAGE PLAN 2.

WHEREAS, Developer is developing a subdivision within the City, which subdivision is known as Legacy Farms Village Plan 1 and Village Plan 2 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements ("System Improvements") within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the Public Improvements Extension and Reimbursement Agreement (Village Plan 1 – Legacy Farms) and Public Improvements Extension and Reimbursement Agreement (Village Plan 2 – Legacy Farms) ("Agreements"), attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Agreements attached as Exhibit A are approved and the Mayor is authorized to sign said Agreements. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this ___ day of _____, 2016

City of Saratoga Springs

_____
Mayor

Attest:

_____
City Recorder's Office

EXHIBIT A

CITY OF SARATOGA SPRINGS

City Council Staff Report

Legacy Farms Village Plan 2 Plats 2A & 2B Agriculture Protection Area Removal
Removal from Agriculture Protection Area
Tuesday, February 16, 2016
Possible Action

Report Date:	Tuesday, February 9, 2016
Applicant:	Krisel Travis, D.R. Horton
Owner:	D.R. Horton
Location:	~137 E Legacy Parkway
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	Multiple; Plat A 9.709 acres, and B 13.710 acres (23.419 acres total)
Parcel Zoning:	Planned Community (PC)
Adjacent Zoning:	PC, R-3
Current Use of Parcel:	Agriculture
Adjacent Uses:	Residential, Agriculture
Previous Approvals:	(CC 10/6/2015) Removal of Agriculture Protection Area for Village Plan 1 Plats A, B, C, and D (CC 12/1/2015) Preliminary Plat approval for 2A & 2B
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	None
Author:	Kara Knighton, Planner I

A. Executive Summary:

In 2000, the City of Saratoga Springs approved the creation of an agriculture protection area consisting of 637.926 acres. The applicant is requesting the removal of the 23.419 acres included in the approved Legacy Farms Village Plan 2 Plats A, and B from this agriculture protection area to enable the Legacy Farms development to move forward.

Recommendation:

Staff recommends that the City Council review the proposal and vote to approve the removal of approximately 23.419 acres from the agriculture protection area based upon the analysis in this report and with the Findings and Conditions as stated in Section F of this report.

Kara Knighton, Planner I
kknighton@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x116 • 801-766-9794 fax

B. **Specific Request:** The applicant is requesting the removal of ~23.419 acres from the agriculture protection area as shown in Exhibit B. The removal will enable the development of the Legacy Farms community.

C. **Process:** Section 19.21.09 outlines the process for removal of land from an Agriculture Protection Area:

1. Any owner may remove land from an agriculture protection area within the incorporated area of the City of Saratoga Springs by filing a petition for removal of the land from the agriculture protection area with the City Council.

2. The City Council shall:
   a. grant the petition for removing land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by the City as the minimum under Section 19.21.03; and
   b. in order to give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, file a legal description of the revised boundaries of agriculture protection area with the City of Saratoga Springs, the County Recorder, and the Planning Commission.

3. The remaining land in the agriculture protection area is still an agriculture protection area.

D. **Community Review:** No public hearing is required, so no mailed or newspaper noticing was done.

E. **Code Criteria:** Section 19.21.09 states that the City Council must grant the petition, and does not articulate criteria for the petition.

The notice outlined in subsection 2.b is attached as Exhibit C along with the legal descriptions.

As a result of this petition, the acreage in the existing agriculture protection area will be reduced from ~574.702 acres to ~551.283 acres. These ~551.283 acres will continue to be an agriculture protection area until such time as additional requests for removal are submitted and approved.

F. **Recommendation and Alternatives:**

Staff recommends that the Council review the proposal and vote to make the following motion to approve the removal of ~23.419 acres from the Agriculture Protection Area based upon the analysis in this report and with the Findings as stated below.

"I move to APPROVE the removal of ~23.419 acres from the agriculture protection area and APPROVE the Notice of Removal contained in Exhibit C, with the Findings below."

Findings

1. The petition complies with Section 19.21.09 of the Land Development Code.

Alternative Motion

"I move to continue the petition to another meeting, with direction to the applicant and Staff on information and/ or changes needed to render a decision as follow:

_____

_____

_____

_____

G. Exhibit:

A. Original Agriculture Protection Area Notice (page 4)
B. Schematic of Area to be Removed (page 5)
C. Notice of Removal and Legal Descriptions (page 6-8)

Exhibit A

NOTICE OF CREATION OF AGRICULTURE PROTECTION AREA

Notice is hereby given to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent hereto, pursuant to the Town of Saratoga Springs Agricultural Protection Area Ordinance, that a proposal for the creation of an agriculture protection area has been approved by the Town of Saratoga Springs Town Council with reference to the following real property situated in Saratoga Springs, State of Utah, and more particularly described as follows: (If a discrepancy exists between parcel serial numbers and the legal boundary description, the legal boundary description, the legal boundary description is binding).

COM S 1452.72 FT & E 23.13 FT FR N 1/4 CORNER SEC 26, T5S, R1W, SLM; N 4090.8 FT; E 1295.2 FT; N 0 DEG 21'20"W 325.5 FT; E 26.63 FT; N 0 DEG 16'39"E 575 FT; W 32.98 FT; N 0 DEG 21'20"W 418.95 FT; S 89 DEG 47'0"E 1104.15 FT; S 44 DEG 21'0"W 414.63 FT; S 4 DEG 1'6"W 296.19 FT; S 48 DEG 2'15"E 727.24 FT; S 0 DEG 29'46"E 250.14 FT; S 0 DEG 27'40"E 163.64 FT; S 67 DEG 22'13"W 98.24 FT; S 33 DEG 3'29"W 849.47 FT; S 25 DEG 59'15"W 797.16 FT; S 6 DEG 17'40"W 235.38 FT; S 15 DEG 53'35"E 791.31 FT; E 1417.53 FT; S 72 DEG 16' 49" E 1541.51 FT; S 26 DEG 8'49"W 275.18 FT; S 19 DEG 25'47"W 3396.85 FT; S 86 DEG 33'30"W 691.46 FT; S 85 DEG 59'0"W 221.6 FT; S 2 DEG 54'30"W 348.75 FT; S 21 DEG 58'0"W 403 FT; S 34 DEG 0'0" W 223.27 FT; S 0 DEG 41'0"W 180 FT; S 55 DEG 45'0"W 719.99 FT; S 89 DEG 57'52"W 1816.79 FT; N 0 DEG 38'0"E 1928.09 FT; N 89 DEG 29'43"W 221.53 FT; N 10 DEG 22'26"W 862.41 FT; N 32 DEG 3'40"W 29.13 FT; N 6 DEG 2'58"W 204.48 FT; N 5 DEG 1'33"E 112.79 FT; N 9 DEG 49'15"E 269.46 FT; N 7 DEG 37'19"E 56.51 FT; S 89 DEG 55'31"W 337.45 FT; N 0 DEG 4'29"W 585.08 FT; S 89 DEG 25'28"E 739.04 FT TO BEG.

Contains approximately 637.926 acres and includes the following tax parcel serial numbers:

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints:

58:035:0011	58:038:0010
58:035:0018	58:038:0013
58:035:0024	58:038:0021
58:037:0010	58:038:0022
58:037:0016	58:041:0055

Howard Sargent:
58:038:0012

Scott Cooper McLachlan:
58:038:0018

ENT 19297:2000 PG 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Mar 10 12:16 pm FEE 0.00 BY SS
RECORDED FOR TOWN OF SARATOGA SPRINGS

DATED this 10th day of February, 2000.

TOWN OF SARATOGA SPRINGS

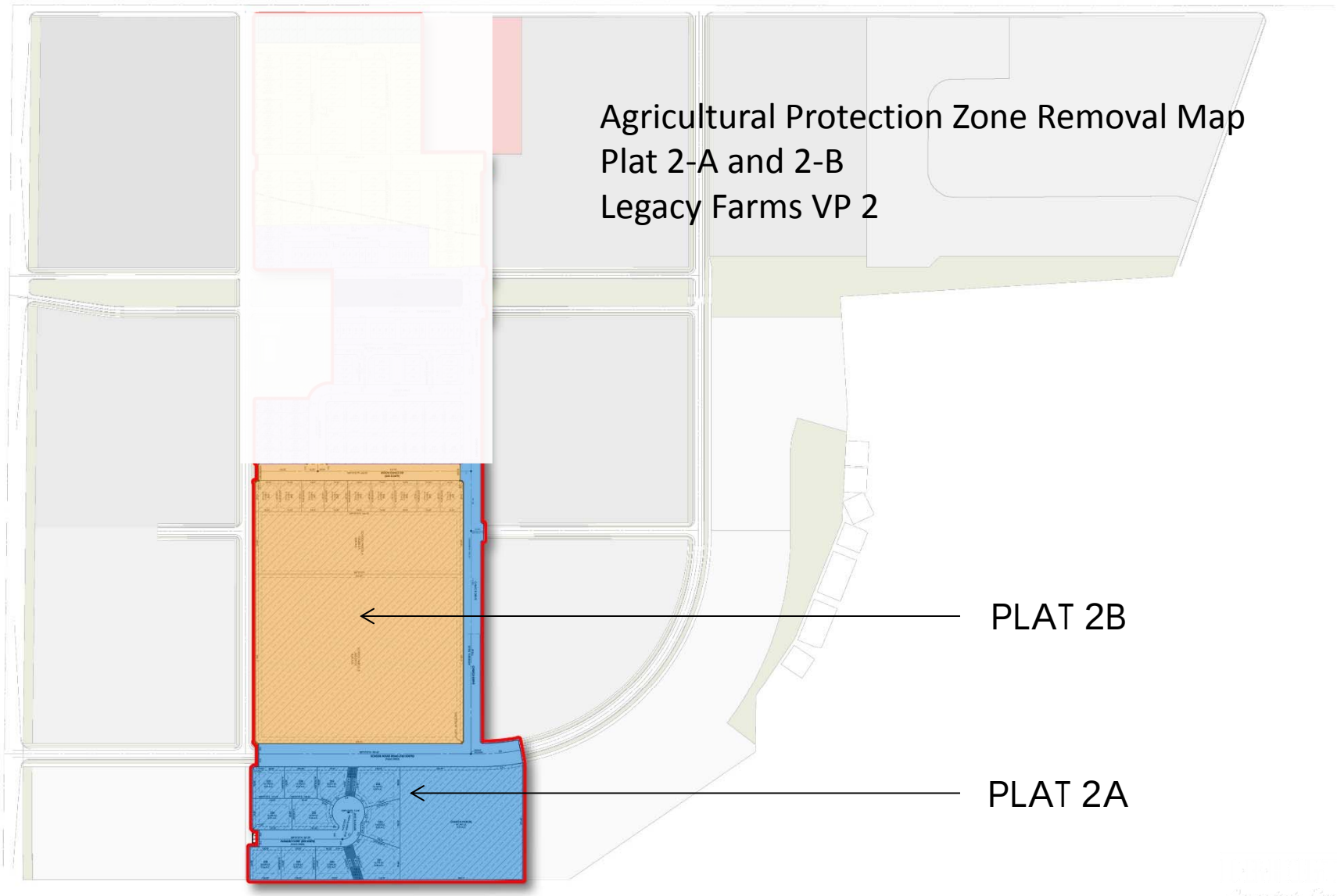
Timothy L. Parker, Mayor

ATTEST:
REBECCA NEAL
Town Recorder

By: _____

TOWN of SARATOGA SPRINGS CORPORATE SEAL STATE OF UTAH

LEGACY FARMS VILLAGE PLAN 2



NOTICE OF REMOVAL OF PROPERTY FROM AGRICULTURE PROTECTION AREA

Notice is hereby given to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to, pursuant to the City of Saratoga Springs Agricultural Protection Area Ordinance, that a proposal for the removal of property from an agriculture protection area has been approved by the City of Saratoga Springs City Council with reference to the following real property situated in Saratoga Springs, State of Utah, and more particularly described as follows:

LEGAL DESCRIPTIONS CONTAINED IN EXHIBITS 1, and 2

Contains approximately 23.419 acres

Dated this _____ day of February, 2016.

City of Saratoga Springs

_____
Jim Miller, Mayor

ATTEST:

City Recorder

By: _____

Plat 2A – Boundary Description

A parcel of land lying and situate in the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 00°33'28" West 1,464.65 feet along the Section Line, and West 1,145.34 feet from the East Quarter Corner of said Section 26, and running thence South 00°00'08" West 191.25 feet; thence South 45°01'27" East 7.07 feet; thence North 89°56'57" East 5.00 feet; thence South 00°00'08" West 54.00 feet; thence South 89°56'57" West 5.00 feet; thence South 44°58'33" West 7.07 feet; thence South 00°00'08" West 642.45 feet; thence South 45°08'53" East 7.05 feet; to a point on a non-tangent curve; thence easterly 117.88 feet along the arc of a 667.00 foot curve to the left (chord bears North 84°25'25" East 117.73 feet) through a central angle of 10°07'35"; thence South 10°38'22" East 74.00 feet; thence South 00°00'01" East 371.68 feet; thence South 89°58'05" West 873.60 feet to the Southeast Corner of Legacy Farms Plat 1-A, as recorded as Entry No. 14805 in the Office of the Utah County Recorder; thence along said Plat 1-A the following nine (9) courses: (1) North 00°02'01" West 104.99 feet; (2) North 89°57'59" East 28.85 feet to the Easterly Right-of-Way Line of Highpoint Drive (120 East); (3) North 00°02'01" West 54.00 feet (4) South 89°57'59" West 15.00 feet (5) North 45°00'56" West 7.07 feet (6) North 00°00'08" East 190.00 feet (7) North 44°59'04" East 7.07 feet (8) North 89°57'59" East 14.05 feet (9) North 00°02'01" West 74.00 feet; thence North 89°57'59" East 651.00 feet; thence North 44°59'04" East 7.07 feet; thence North 00°00'08" East 833.73 feet; thence North 44°59'52" West 7.07 feet; thence North 89°59'52" West 5.00 feet; thence North 00°00'08" East 54.00 feet; thence South 89°59'52" East 5.00 feet; thence North 45°00'08" East 7.07 feet; thence South 89°59'52" East 54.00 feet to the Point of Beginning.

Contains 422,916 square feet / 9.709 acres / 12 Lots

Plat 2B – Boundary Description

A parcel of land lying and situate in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 00°33'28" West 1,469.65 feet along the Section Line, and West 1,209.29 feet from the East Quarter Corner of said Section 26, and running thence South 00°00'08" West 54.00 feet; thence South 89°59'52" East 5.00 feet; thence South 44°59'52" East 7.07 feet; thence South 00°00'08" West 833.73 feet; thence South 44°59'04" West 7.07 feet; thence South 89°57'59" West 651.00 feet to the Easterly Right-of-Way Line of Highpoint Drive (120 East), said point also being along the Easterly boundary line of Legacy Farms Plat 1-A as recorded as Entry No. 14805 in the Office of the Utah County Recorder; thence along said Easterly Line the following six (6) courses (1) South 89°57'59" West 5.00 feet (2) North 45°00'56" West 7.07 feet (3) North 00°00'08" East 834.15 feet (4) North 45°00'08" East 7.07 feet (5) South 89°59'52" East 5.00 feet (6) North 00°00'08" East 54.00 feet; thence South 89°59'52" East 155.00 feet; thence North 45°00'08" East 7.07 feet; thence East 54.00 feet; thence South 44°59'52" East 7.07 feet; thence South 89°59'52" East 427.00 feet to the Point of Beginning.

Contains 597,195 square feet / 13.710 acres / 10 Lots

RESOLUTION NO. R16-13 (2-16-16)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, REMOVING PROPERTY FROM AN AGRICULTURAL PROTECTION AREA.

WHEREAS, DR Horton, developer of the Legacy Farms development ("Property"), has requested that land it owns in Plats 2A and 2B in Village Plan 2 be removed from an agricultural protection area pursuant to Utah Code Chapter 17-41, which property is more fully described in Exhibit A; and

WHEREAS, pursuant to Utah Code § 17-41-306, the City Council is required to remove any land from an agricultural protection area if requested by the property owner; and

WHEREAS, pursuant to Utah Code § 17-41-306, the City Council is required, after approval of the removal of land from an agricultural protection area, to file a legal description of the revised boundaries of the agriculture protection area or industrial protection area with the Utah County Recorder and the Saratoga Springs planning commission; and

WHEREAS, this Resolution shall constitute the legal description of the revised boundaries of the agricultural protection area; and

WHEREAS, the City Council wishes to remove the property from the agricultural protection area.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the property described in Exhibit A be removed from an agricultural protection area pursuant to Utah Code § 17-41-306, that a copy of this Resolution be recorded with the Utah County Recorder, and that a copy thereof be forwarded to the Saratoga Springs Planning Commission. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this ___ day of _____, 2016

City of Saratoga Springs

_____
Mayor

Attest:

_____
City Recorder's Office

EXHIBIT A

Areas Removed From Agricultural Protection Area

Plat 2A – Boundary Description

A parcel of land lying and situate in the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 00°33'28" West 1,464.65 feet along the Section Line, and West 1,145.34 feet from the East Quarter Corner of said Section 26, and running thence South 00°00'08" West 191.25 feet; thence South 45°01'27" East 7.07 feet; thence North 89°56'57" East 5.00 feet; thence South 00°00'08" West 54.00 feet; thence South 89°56'57" West 5.00 feet; thence South 44°58'33" West 7.07 feet; thence South 00°00'08" West 642.45 feet; thence South 45°08'53" East 7.05 feet; to a point on a non-tangent curve; thence easterly 117.88 feet along the arc of a 667.00 foot curve to the left (chord bears North 84°25'25" East 117.73 feet) through a central angle of 10°07'35"; thence South 10°38'22" East 74.00 feet; thence South 00°00'01" East 371.68 feet; thence South 89°58'05" West 873.60 feet to the Southeast Corner of Legacy Farms Plat 1-A, as recorded as Entry No. 14805 in the Office of the Utah County Recorder; thence along said Plat 1-A the following nine (9) courses: (1) North 00°02'01" West 104.99 feet; (2) North 89°57'59" East 28.85 feet to the Easterly Right-of-Way Line of Highpoint Drive (120 East); (3) North 00°02'01" West 54.00 feet (4) South 89°57'59" West 15.00 feet (5) North 45°00'56" West 7.07 feet (6) North 00°00'08" East 190.00 feet (7) North 44°59'04" East 7.07 feet (8) North 89°57'59" East 14.05 feet (9) North 00°02'01" West 74.00 feet; thence North 89°57'59" East 651.00 feet; thence North 44°59'04" East 7.07 feet; thence North 00°00'08" East 833.73 feet; thence North 44°59'52" West 7.07 feet; thence North 89°59'52" West 5.00 feet; thence North 00°00'08" East 54.00 feet; thence South 89°59'52" East 5.00 feet; thence North 45°00'08" East 7.07 feet; thence South 89°59'52" East 54.00 feet to the Point of Beginning.

Contains 422,916 square feet / 9.709 acres / 12 Lots

Plat 2B – Boundary Description

A parcel of land lying and situate in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is South 00°33'28" West 1,469.65 feet along the Section Line, and West 1,209.29 feet from the East Quarter Corner of said Section 26, and running thence South 00°00'08" West 54.00 feet; thence South 89°59'52" East 5.00 feet; thence South 44°59'52" East 7.07 feet; thence South 00°00'08" West 833.73 feet; thence South 44°59'04" West 7.07 feet; thence South 89°57'59" West 651.00 feet to the Easterly Right-of-Way Line of Highpoint Drive (120 East), said point also being along the Easterly boundary line of Legacy Farms Plat 1-A as recorded as Entry No. 14805 in the Office of the Utah County Recorder; thence along said Easterly Line the following six (6) courses (1) South 89°57'59" West 5.00 feet (2) North 45°00'56" West 7.07 feet (3) North 00°00'08" East 834.15 feet (4) North 45°00'08" East 7.07 feet (5) South 89°59'52" East 5.00 feet (6) North 00°00'08" East 54.00 feet; thence South 89°59'52" East 155.00 feet; thence North 45°00'08" East 7.07 feet; thence East 54.00 feet; thence South 44°59'52" East 7.07 feet; thence South 89°59'52" East 427.00 feet to the Point of Beginning.

Contains 597,195 square feet / 13.710 acres / 10 Lots

City Council
Staff Report

Final Plat
Lakeside Plat 27
Tuesday, February 16, 2016
Public Meeting

Report Date:	Tuesday, February 8, 2016
Applicant/Owner:	Woodside Homes of Utah, LLC
Location:	~2700 S Redwood Rd
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	59:012:0119, ~24.60 acres
Parcel Zoning:	R-3 PUD, Low Density Residential Planned Unit Development
Adjacent Zoning:	R-3, R-3 PUD
Current Use of Parcel:	Vacant
Adjacent Uses:	Single family residential, golf course, lake
Previous Meetings:	Lakeside at Saratoga Springs MDA, reviewed by PC 8/23/13 Lakeside 25, 26, and 27 concept plan reviewed by PC 10/23/14 and by CC 11/18/14 Lakeside Plat 27 Preliminary Plat reviewed by PC 6/11/15
Previous Approvals:	Lakeside at Saratoga Springs MDA, approved by CC 9/17/13 Lakeside Plat 27 Preliminary Plat approved by CC 7/7/15
Type of Action:	Administrative
Land Use Authority:	City Council (variations requested under PUD)
Future Routing:	Mylar to be recorded by City Recorder
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for approval of the Lakeside Plat 27 Final Plat located at approximately 2700 South Redwood Road. The project consists of 24.60 acres with 69 lots and 4.48 acres of open space. Setback variations were approved by the City Council during the Preliminary Plat review. The Planning Director is usually the Land Use Authority for Final Plats, however the applicant is requesting additional setback variations as outlined later in this report, thus the request is being forwarded to the City Council.

Recommendation:
Staff recommends that the City Council conduct a public meeting on the final plat, take public comment at their discretion, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval, denial, or continuation.

B. Background:

This project falls within the Lakeside at Saratoga Springs MDA which was approved by the City Council on September 17, 2013. The Preliminary Plat was reviewed by the Planning Commission on June 11, 2015 and approved by the City Council on July 7, 2015.

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

C. Specific Request:

The applicant is requesting Final Plat approval for Lakeside Plat 27 which included 69 single family building lots ranging in size from 7,000 to 16,748 square feet and 4.48 acres of open space. The applicant is also requested reduced setbacks as outlined later in this report.

D. Process:

Section 19.12.03 (3) states that the Planning Director is the approval authority for Final Plats, as outlined below. During the Preliminary Plat review the City Council approved setback variations. After further consideration, the applicant would like to request additional setback variations. Thus, the application will not be in compliance with the preliminary plat approval and is being forwarded to the City Council; Section 19.07 also requires variations to be approved by the City Council.

E. Community Review:

Community review is not required for final plat applications. The Planning Commission held a public hearing for the preliminary plat on June 11, 2015 and received public input at that meeting.

F. General Plan:

The General Plan designates this area for Low Density Residential. The General Plan states that areas designated as Low Density Residential are "designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."

Finding: consistent. The density within the plat does not exceed four units per acre and is consistent with the general plan. *(69 units/(24.60 acres – 1.97 acres of sensitive lands)=3.05 units/acre)*

G. Code Criteria:

The requirements for this property are governed by the Land Development Code and the "Master Development Agreement for Saratoga Springs Development (Lakeside) Plats 14, 16A, 25, 26 and 27" (the MDA). The property is zoned R-3 PUD, Low Density Residential Planned Unit Development; Section 19.04.11 regulates the R-3 zone. Chapter 19.07 regulates PUD's. Pertinent sections and Chapters along with the requirements of the MDA are reviewed below.

<u>Master Development Agreement</u>

Density: complies. The MDA allows up to 229 single family units within plats 25, 26, and 27 and a minimum lot size of 7,000 square feet. The proposed final plat for plat 27 includes 69 lots that are 7,000 square feet or larger.

Infrastructure Requirements: According to the MDA, the developer will be required to complete the following items as described in the MDA:

- <u>Water</u>: The MDA requires a 10" culinary waterline in Redwood Road and Shorewood Drive to be constructed with the first plat, unless already installed per City standards. The MDA requires an 8" secondary waterline in Shorewood Drive to be constructed within each phase.
    - **Complies with revisions approved by City Engineer.** Since recording the MDA, the City has done additional investigation and current modeling determined this will not be useful. The utility plans comply with current City master plans.

- <u>Sewer</u>: An 8" sewer main is required along Shorewood Drive to Redwood Road with the development of Plat 27.
    - **Complies with revisions approved by City Engineer**. The sewer line shown on the plans does not go all the way to Redwood Road. The City Engineer has

reviewed this and determined that it is not necessary for the sewer line to go all the way to Redwood Road. The homes west of Redwood Road already exist and will not tie into the sewer system at this location. Property to the south will tie into the sewer system through internal roads within Lakeside Plats 26 and 27.

- Storm Water: **complies.** No lot shall contain any portion of land that is at or below the 100-year storm event high water elevation. All trails and home finish floor elevations, except a lakeshore trail, shall be a minimum of 1 foot above the 100-year high water mark.

- Roads: **complies.** The MDA states "Shorewood Drive shall be completed through plats 25, 26, and 27 and connect to Redwood Road and must be bonded for and constructed in connection with the first to be developed of Plats 26 or 27 or at such time that the next subdivision plat will result in more than 200 lots being accessed only by Shorewood Drive." Plat 27 includes 69 lots and does not result in more than 200 lots being accessed by Shorewood Drive; thus, only the segment of Shorewood that is within Plat 27 will be constructed with Plat 27. Exhibit G contains road cross sections for the roads in Plats 25, 26 and 27 that were approved with the MDA. The proposed roads comply with these cross sections and are required to be private roads, owned and maintained by an HOA.

Open Space Requirements: The MDA outlines specific open space requirements, as reviewed below.

- Trails: **complies.**
  1. Lakeshore Trail: The lakeshore trail east of Plat 23, to the south boundary of Plat 25, shall be completed or bonded for prior to recording Plat 27.The construction drawings for this section of the trail have been approved by the City Engineer and the trail shall be bonded for prior to recordation of the final plat; this is a condition of approval.
  2. Drainage Channel Trail: A trail is required in the drainage channel. The plans indicate the required trail.
  3. Redwood Road Trail: The trail along Redwood Road, within Plat 27, shall be constructed with Plat 27. The plans indicate the required trail.

- Open Space: **complies.** 15% of the project area shall be comprised of open space and must meet the Land Development Code requirements for open space. The Code allows that no more than 50% of the required open space may be comprised of sensitive lands.
  - Plat 27 is 24.60 total acres with 4.48 acres (18.2%) of open space. Sensitive lands include the drainage channel and the detention basin, equaling 1.97 acres or 44% of 4.48 acres. An open space exhibit is attached.

- Amenities: **complies with HOA request.** The MDA requires a bird watching tower, restroom, and parking area with the future Plat 26. The Land Development Code requires that the open space meet the "minimal recreational needs of the residents". Staff recommends a recreational amenity within Plat 27 near the open space frontage on Waterview Way. However, the applicant has discussed this with the Saratoga Springs Owners Association (SSOA) and the SSOA prefers future amenities be located in Plats 25 and 26 (see attached letter).

Section 19.04.11, Low Density Residential (R-3)

Permitted or Conditional Uses: complies. "Single Family Dwellings" are a permitted use in the R-3 zone. The proposed preliminary plat indicates 69 single-family lots for single family dwellings; the proposed use is a permitted use in the R-3 zone.

Minimum Lot Sizes: complies with the MDA. The minimum lot size allowed by the MDA is 7,000 square feet. All lots comply with this requirement. Corner lots are 10% larger than the minimum.

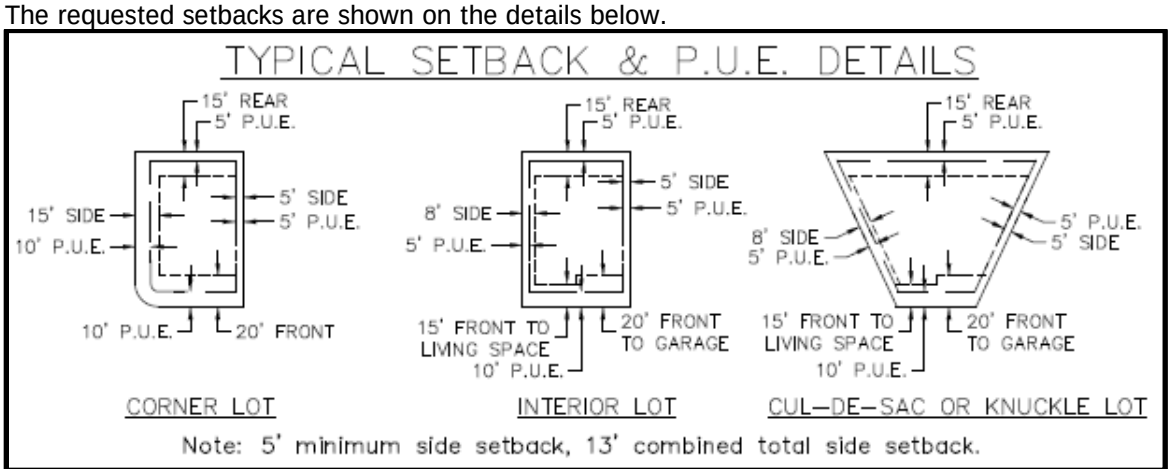
Setbacks and Yard Requirements: complies with variations granted by City Council. The R-3 zone requires front setbacks of 25 feet, side setbacks of 8 feet and 12 feet, and rear setbacks of 25 feet. For corner lots the minimum setback is 25 feet in the front and 20 feet on the side. Setbacks may be reduced through the PUD process and the City Council approved the following variations on July 7, 2015 with the Preliminary Plat approval:

Front: 20' to the living space and 25' to the garage
Sides: 5' and 8' (for a total of 13')
Street Side Yard: 20'
Rear: 15'

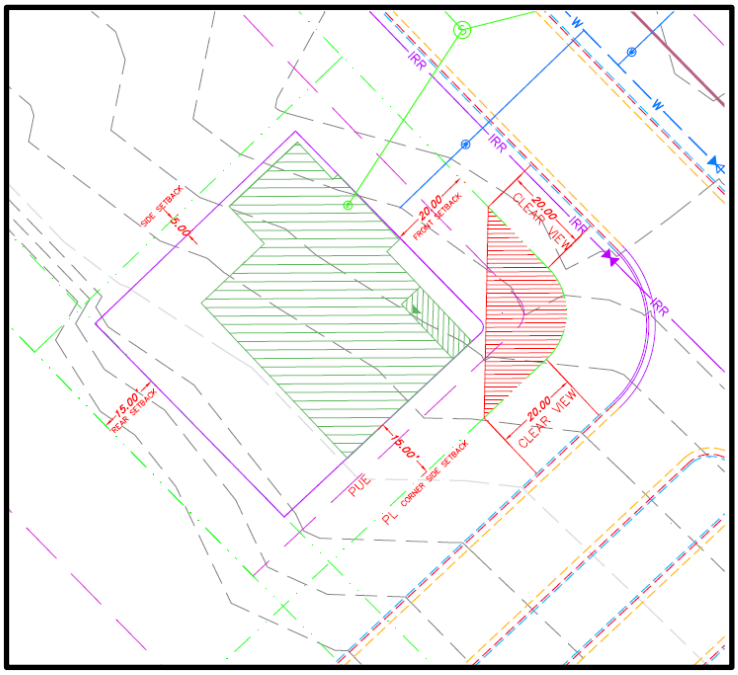
After further review the applicant would like to amend their setback request and they are asking for additional setback variations, as detailed below. If a 15' front yard setback is approved the homes will be 24.5 feet from the back of curb, as the park strip is 9.5' deep in this development.

Front: 15' to the living space and 20' to the garage
Corner Lot Front Setback: 20'
Sides: 5' and 8' (for a total of 13')
Rear: 15'
Street Side Yard: 15'

The requested setbacks are shown on the details below.



Staff finding: consistent with other plats in SSD. *There are other plats in the Saratoga Springs Development with similar setbacks. Specifically, plat 24 was approved with front and rear setbacks of 15', side setbacks of 5' and corner side setbacks of 20'. During the Preliminary Plat review there was concern over whether or not a 15' street side setback would impede upon the clear sight triangle. The applicant prepared the diagram to the right to demonstrate compliance with the code.*



Minimum Lot Width: complies. Every lot in this zone shall be 70 feet in width at the front building setback. The plans indicate compliance.

Minimum Lot Frontage: complies. Every lot in this zone shall have at least 35 feet of frontage along a public street. The proposed lots comply with this requirement.

Fencing: complies. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The Code also states that in an effort to promote safety for citizens using these trail corridors and security for home owners, fences shall be semi-private. The landscape plans indicate 6' semi-private tan vinyl fencing around open space. The fencing is 3' tall within 30' of the right of way.

Chapter 19.07.09. PUD Plan Approval.

Section 19.07.09 states "PUD is reviewed in a three-step process: 1) concept plan review, 2) preliminary plat review, 3) final plat review."

1. Concept Plan Review:
   This section requires Conceptual plan review prior to preliminary plat review.

Staff finding: complies. *The proposed layout is similar to the conceptual layouts presented to the Planning Commission and City Council in 2014 (PC 10/23/14, CC 11/18/14) with changes that were reviewed and approved during the Preliminary Plat review.*

2. Preliminary PUD Plat Review:
   This section requires the preliminary PUD plans to comply with the project densities, density bonuses, clustering, preservation of open space, etc. and requires the architectural plans to be reviewed. The architectural elevations are required to be reviewed by the Urban Design Committee prior to review by the Planning Commission, and should demonstrate continuity and uniform architectural themes, features, and styles for all structures within the project, including types of materials. The Planning Commission shall hold a public hearing and "either recommend approval, approval with conditions, or denial of the application to the City Council." Following the Planning Commission's action, the application shall be forwarded to the City Council for action.

Staff finding: complies. *The architectural packet was reviewed by the Urban Design Committee on February 27, 2015 which was prior to review by the Planning Commission on June 11, 2015. The Planning Commission recommended approval, after which the City Council approved the application on July 7, 2015.*

3. Final PUD Plat Review:
   This section requires final plats to be prepared in compliance "with the action of the City Council on any preliminary plat application" and shall also comply with any conditions of the preliminary plat approval. The City Council shall review the final plat plans for compliance with the conditions of the preliminary plat plans at a later date.

Staff finding: can comply. *This final plat application is being presented to the City Council. The applicant is requesting a modification from the Preliminary Plat approval and is requesting additional setback reductions as outlined previously in this report. The requested setbacks are subject to approval by the City Council.*

H. Recommendation and Alternatives:

Staff recommends that the City Council review the details in this report and the attached checklist, review the final plat and associated landscape and trail plans, discuss the proposed setback variations, and choose from the following options.

Staff Recommended Option - Approval

"I move that the City Council approve the Lakeside Plat 27 Final Plat, located at approximately 2700 South Redwood Road, with the findings and conditions listed in the staff report."

Findings:

1. Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property.
2. The proposed final plat is consistent with the General Plan as explained in the findings in Section "F" of this report, which findings are incorporated herein by this reference.
3. The proposed final plat is consistent with the MDA as outlined in Section "G" of this report, which section is incorporated herein by reference.
4. The proposed final plat meets all the requirements in the Land Development Code and the MDA as explained in the findings in Section "G" of this report, which findings are incorporated herein by this reference.

Conditions:

1. That all requirements of the City Engineer be met, including those listed in the attached report.
2. That all requirements of the City Fire Chief be met.
3. The lakeshore trail between Plat 23 and Plat 25 shall be bonded for prior to recordation of the final plat. Anticipated permit fees for obtaining the required permits for this trail shall be included in the bond and the bond shall be for a one year time frame.
4. The setbacks are approved as proposed:
    1. Front: 15' to the living space and 20' to the garage
    2. Sides: 5' and 8' (for a total of 13'), Corner side: 20'
    3. Rear: 15'
5. The Applicant shall coordinate with the Army Corp of Engineers to determine if a permit is necessary for the required drainage channel improvements.
6. Per the letter from the HOA, additional recreational amenities shall be proposed with plats 25 and 26.
7. A sign permit application with additional detail is required prior to installation of the sign.
8. All other code requirements shall be met.

Alternative 1 - Continuance

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

1. _____
2. _____

Alternative 2 – Denial

The City Council may also choose to deny the application. "I move to **deny** the Lakeside Plat 27 Final Plat, located at approximately 2700 South Redwood Road, with the Findings below:

1. The final plat is not consistent with the General Plan, as articulated by the City Council: _____, and/or,
2. The final plat is not consistent with Section [19.04, of the Code, as articulated by the City Council: _____, and/or
3. The final plat does not comply with the MDA, as articulated by the City Council: _____.

I. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Map
4. Letter from HOA regarding amenities
5. Planning Review Checklist
6. Clear Sight Triangle Detail
7. Final Plat
8. Open Space Exhibit
9. Landscape Plans
10. Lakeshore Trail Plans

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Lakeside Plat 27
Date: February 1, 2016
Type of Item: Final Plat Approval

Description:

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

B. Background:

Applicant: *Woodside Homes of Utah LLC*
Request: *Final Plat Approval*
Location: *Lakeside Community*
Acreage: *24.61 acres - 69 lots*

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

D. Conditions:

A. Developer shall bury and/or relocate any power lines that are within or adjacent to this plat.

B. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.

C. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

D. Developer shall provide plans for and complete all improvements within pedestrian corridors.

E. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.

F. Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

G. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.

H. Developer shall comply with all the “Master Development Agreement for Saratoga Springs Development (Lakeside) Plats 14, 16A, 25, 26 and 27” .

I. Developer shall connect to the existing culinary and secondary waterline at the end of Plat 24 and shall extend a 10” culinary and secondary waterline along Shorewood Drive to Driftwood Drive and stub to the south to allow for their extension to and through the Mallard Bay Project. A 10” RPZ cross connection shall be made at the intersection of Shorewood Drive and Driftwood Drive to

provide adequate secondary pressures.

J. Project shall comply with all ADA standards and requirements.

K. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

L. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.

M. Submit easements for all off-site utilities not located in the public right-of-way.

N. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.

O. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.

P. Developer is required to ensure that there are no adverse effects to future homeowners due to the grading practices employed during construction of these plats.

Q. Developer shall complete all half width improvements along Redwood Road as per the City's Transportation Master Plan and the Engineering Standards and Specifications including a 10' shoulder/bike lane and a meandering 8-ft concrete trail and landscaping. The 8-ft trail may be asphalt as long as the homeowners association maintains, repairs and replaces the trail as necessary to ensure the trail remains in a safe and passable condition. The maintenance of said trail shall include snow removal and other necessary maintenance to the trail pavement.

R. No Sewer Mains or manholes shall be located in residential lots. Any realignment of existing sewer CANNOT result in a loss in capacity in the sewer system.

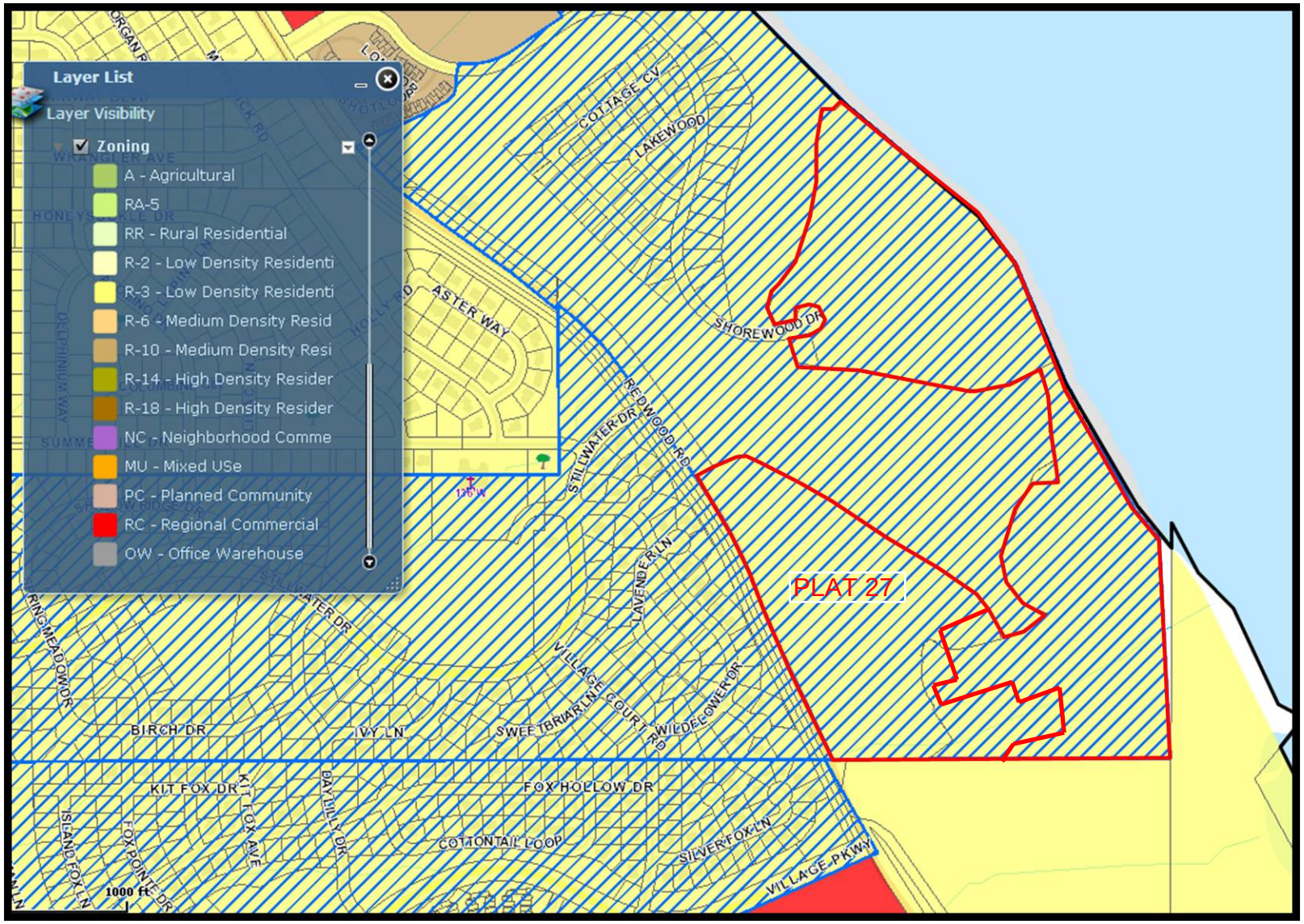
S. Natural drainages shall be left unimproved and no lot boundary shall contain any portion of a drainage that is inundated, at any time, during the 100-year storm event as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway

T. The trail and the manicured landscaped parkway along Redwood Road from Fairway Boulevard to the south end of Plat 27 shall be bonded for and constructed with the development of Plat 27. This area shall be dedicated to and maintained by the HOA after the warranty period.

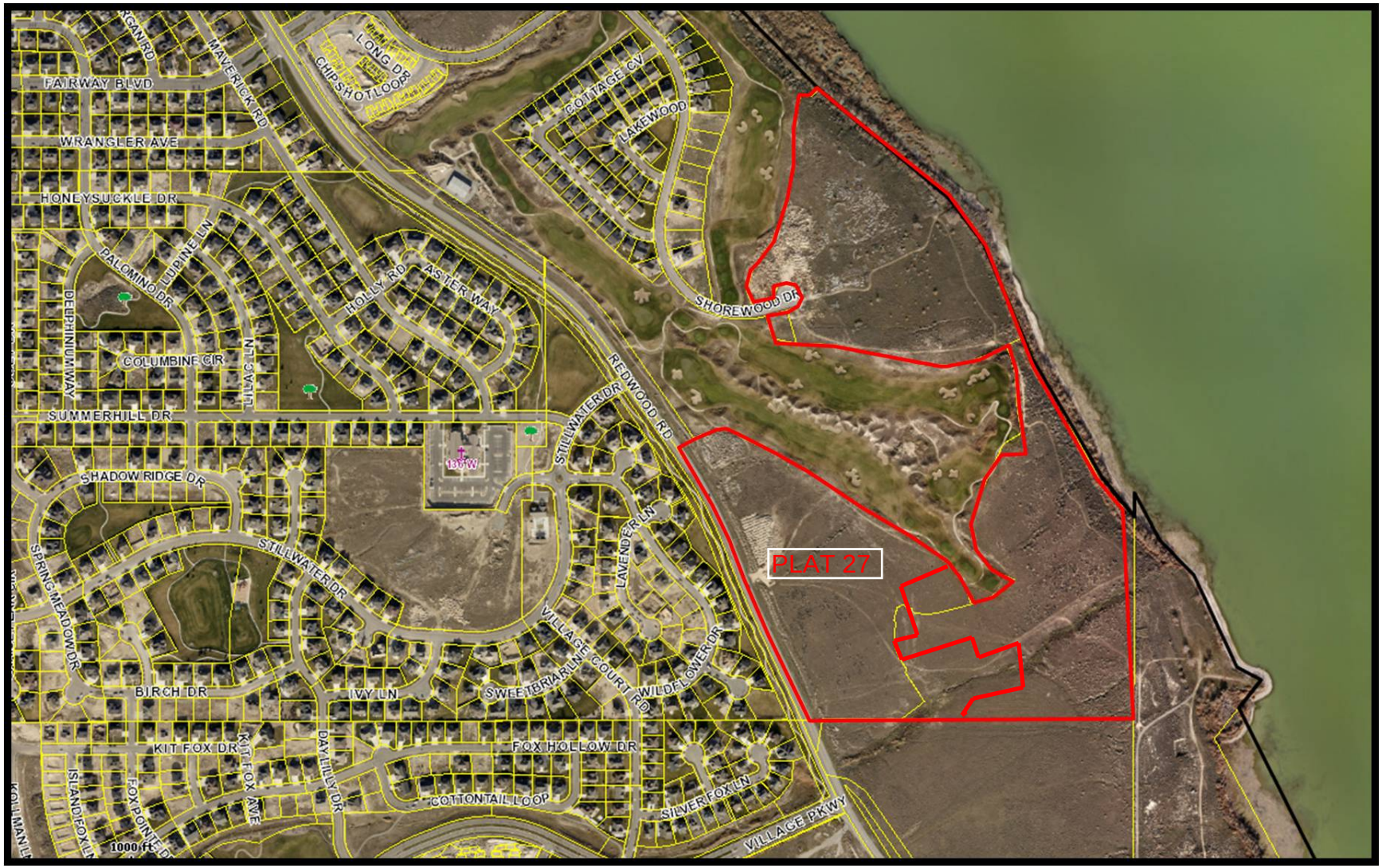
U. Developer shall remove the invasive vegetation from and stabilize natural drainage channels. Stabilization measures must be adequate for 100-yr velocities. Developer shall obtain any necessary permits from the Army Corp of Engineers as necessary for improvements or grading within natural drainages.

V. All detention basins shall meet City standards including a 12' minimum paved access road to inlet and outlet structures and low flows piped through the proposed basins. Interior and exterior slopes shall be 3:1 max.

W. No lot shall contain any portion of land that is at or below the 100-year storm event high water elevation. All trails and home finish floor elevations, except a lakeshore trail, shall be a minimum of 1 foot above the 100-year high water mark.



ZONING / LOCATION MAP


PLAT 27
FAIRWAY BLVD
WRANGLER AVE
HONEYSUCKLE DR
MAVERICK RD
LONG DR
CHIP SHOT LOOP
COTTAGE CV
LAKEWOOD
SHOREWOOD DR
HOLLY RD
ASTER WAY
LUPINE LN
PALOMINO DR
DELPHINIUM WAY
COLUMBINE CIR
LILAC LN
SUMMERHILL DR
SHADOW RIDGE DR
STILLWATER DR
REDWOOD RD
LAVENDER LN
SPRING MEADOW DR
BIRCH DR
IVY LN
SWEETBRIAR LN
VILLAGE COURT RD
WILDFLOWER DR
KIT FOX DR
KIT FOX AVE
DAYLILLY DR
FOX HOLLOW DR
COTTONTAIL LOOP
SILVER FOX LN
VILLAGE PKWY
ISLAND FOX LN
FOX POINT DR
1000 ft

AERIAL MAP

EX 4: LETTER FROM HOA REGARDING AMENITIES

SARATOGA SPRINGS
OWNERS ASSOCIATION

SARATOGA SPRINGS
Owners Association

625 South Saratoga Drive Saratoga Springs, Utah 84045 Phone: 801-766-0621

Garrett,

Thank you for sending the concept maps of Plats 25, 26 and 27.

The SSOA Board found them helpful concerning your inquiry centered on whether or not the SSOA Board would object to not having amenities inserted into Plat 27.

The SSOA Board does not object to not inserting amenities into Plat 27, with the provision that said amenities are inserted into Plat 25 or Plat 26 with the location and type of the amenities to be decided by joint SSOA Board/Woodside Home agreement.

Please note that the three (3) present entrances from Redwood Road onto SSOA streets were designed with the concept of SSOA becoming a gated community. That is why there are center islands with turn arounds built in.

Please consider designing the Shorewood Blvd./Redwood Road entrance into the Woodside development with this in mind.

The early morning traffic congestion on Redwood Road has resulted in over 300 autos trying to take a hasty shortcut drive around the Redwood Road congestion via Fairway Blvd. and Centennial Blvd. through SSOA.

SSOA is strongly considering gating the Fairway Blvd., Centennial Blvd. and Parkway Blvd. entrances into SSOA.

Should or rather when gating occurs, this would leave the Shorewood Blvd./ Redwood Road entrance into SSOA as the preferred short cut route. This would be a detriment to home sales.

Sincerely,

Robert Krejci

Saratoga Springs Association President

EX 5: PLANNING REVIEW CHECKLIST

CITY OF SARATOGA SPRINGS

APPLICATION REVIEW CHECKLIST

(8/20/2014 Format)

Application Information

Date Received:	10/15/15
Project Name:	Lakeside 27 Final Plat
Project Request / Type:	Final Plat
Body:	Planning Director
Meeting Type:	N/A
Applicant:	Woodside Homes of Utah, LLC (Derek Terry)
Owner (if different):	same
Location:	~2700 S Redwood Rd
Major Street Access:	Redwood Road
Parcel Number(s) and size:	59:012:0119, ~24.60 acres
General Plan Designation:	LDR
Zone:	R-3 PUD
Adjacent Zoning:	R3, R-3 PUD
Current Use:	vacant
Adjacent Uses:	golf course, undeveloped, residential
Previous Meetings:	CC approval of Prelim Plat on 7/7/15 PC review of prelim Plat on 6/11/15
Land Use Authority:	Planning Director for final plats that comply with prelim
Future Routing:	Mylar can be recorded with City Recorder
Planner:	Sarah Carroll

Section 19.13 – Application Submittal

- Application Complete: yes
- Rezone Required: no
  - Zone: R-3 PUD
- General Plan Amendment required: no
  - Designation: LDR
- Additional Related Application(s) required: none

Section 19.13.04 – Process

- DRC: 10/26/15, 11-9-15 – need letter from HOA regarding amenities (this has been submitted)
- UDC: Elevations reviewed with Prelim plat
- Neighborhood Meeting: N/A
- PC: N/A for final plat

- CC: N/A for final plat

General Review

Building Department

- No comments received

Fire Department

- No comments received

GIS / Addressing

- GIS has reviewed addresses

Urban Design Committee – 19.14.04

- Elevations were reviewed and approved with the Preliminary Plat submittal

Code Review

- 19.04, Land Use Zones: Complies
  - Zone: R-3 PUD
  - Use: Single family residential lots
  - Density:
  - Setbacks: Complies with PUD variations granted by CC with Prelim Plat approval on 7/7/15
    - Front: 20' to the living space and 25' to the garage
    - Sides: 5' and 8' (for a total of 13'), Corner side: 20'
    - Rear: 15'
    - Applicant would like to go back to CC on 2/16/16 and ask for a front yard setback of 15' prior to recordation
  - Lot width, size: Complies. Lots may be 7,000 square feet min per the MDA, lots are 70' wide per PUD variations granted by the City Council on 7/7/15
  - Dwelling/Building size/Height: reviewed by building department with bldg. permits
  - Open Space / Landscaping: Complies with MDA
    - 15% required and provided. See letter from HOA. They prefer amenities in future phases (plats 25 and 26) Plat 27 is 24.60 total acres with 4.48 acres (18.2%) of open space.
  - Sensitive Lands: Complies with code and MDA
    - Sensitive lands include the drainage channel and the detention basin, equaling 1.97 acres or 44% of 4.48 acres. An open space exhibit is attached.
  - Trash: individual trash cans will be used.

- 19.05, Supplemental Regulations: complies.
  - Flood Plain – N/A
  - Water & sewage – will connect to City Infrastructure
  - Transportation Master Plan – Redwood Road Right of way dedication included on plat
  - Minimum height of dwellings – reviewed with building permits

  - Property access – Complies with MDA (see staff report)

- 19.06, Landscaping and Fencing: Complies
  - Landscaping Plan: plans were provided with the preliminary plat application
  - Planting Standards & Design: Landscape plans have been provided and include sod, planter beds, trees and shrubs.
  - Amount: complies - The plans include 18.2% open space
  - Fencing & Screening: complies - 6' vinyl semi-private tan fencing is indicated on the landscape plans. (drops to 3' in clear sight triangle)
  - Clear Sight Triangle: complies – fencing is reduced to 3' in the front yard setbacks and clear sight triangles.

- 19.09, Off Street Parking: complies
  - Each home will have a 2-car garage and 20' driveways.

- 19.10, Hillside Development: N/A

- 19.12, Subdivisions
  - General
  - Procedure / submittal requirements
  - Preliminary / Final / Condo / Minor / property line adjustments / plat amendment
  - Layout, lot design, phasing

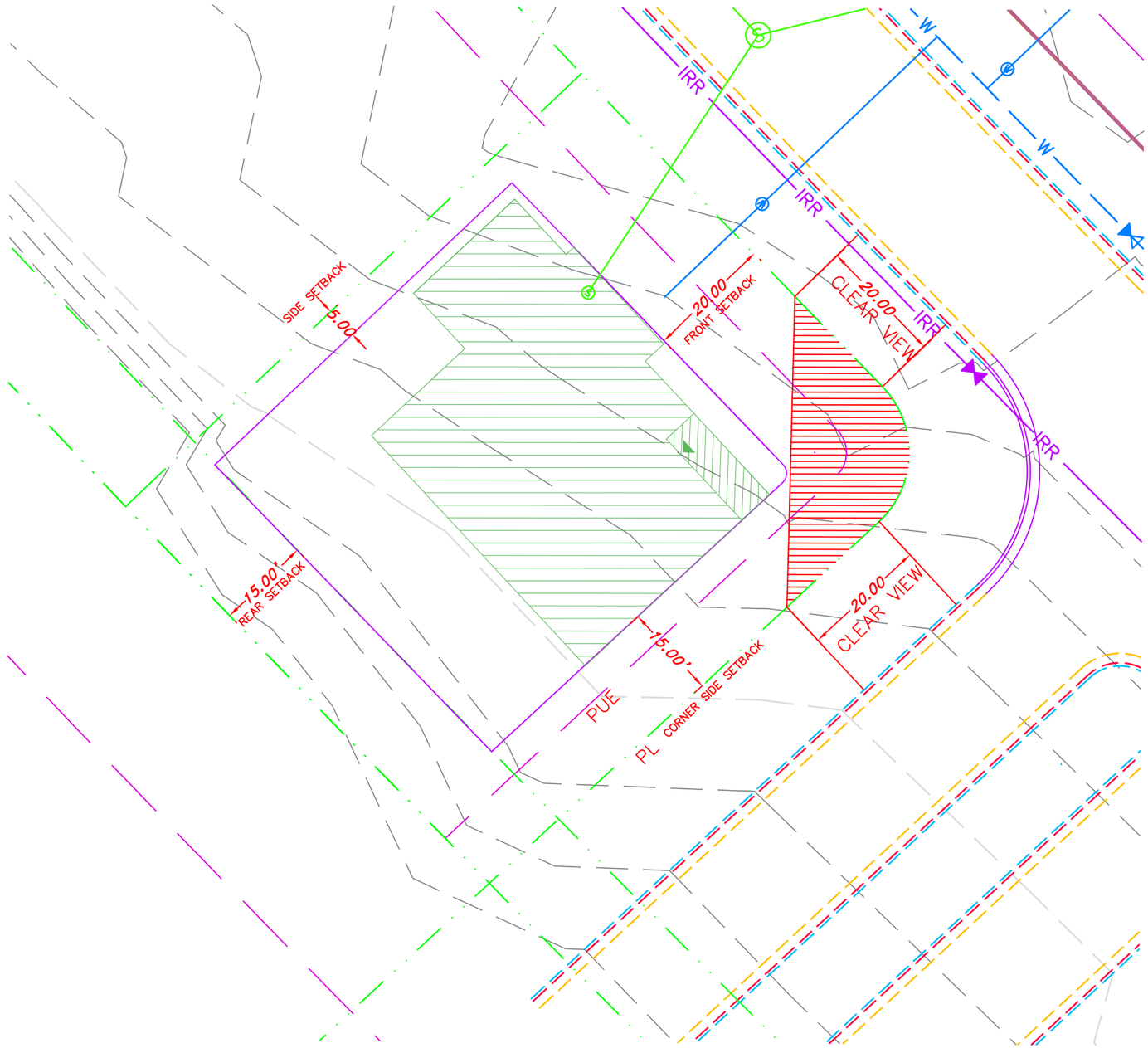
- Section 19.13, Process
  - General Considerations: Drainage channel is being preserved and revegetated
  - Notice / Land Use Authority: Planning Director for Final plats
  - Development Agreement / MDA: Plans comply with MDA

- 19.18, Signs
  - L202 shows a monument sign with note "text and materials by owner". A sign permit application with additional detail is required prior to installation.

- 19.25, Lake Shore Trail: required per MDA – plans have been reviewed and approved by Engineering

- 19.27, Addressing
  - Addresses have been reviewed by GIS

EX 6: CLEAR SIGHT FOR CORNER LOT



EX 7: FINAL PLAT

LAKESIDE PLAT 27

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

NOTES

1.) Plat must be recorded within 24 months of final plat approval by the Land Use Authority. Final plat approval was granted on the ___ day of _____, 20____.

2.) The installation of improvements shall conform to all City rules, ordinances, requirements, standards, and policies regarding the development of this property.

3.) Prior to building permits being issued, soil testing studies may be required on each lot as determined by the City Building Official.

4.) Plat may be subject to a master development agreement, development agreement, subdivision agreement, or site plan agreement. See City Recorder for more information.

5.) Building permits will not be issued until all improvements have been installed and accepted by the City in writing; all improvements currently meet City standards; and bonds are posted by the current owner of the project pursuant to City code.

6.) All bonds and bond agreements are between the City, developer/owner and financial institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights including the right to bring any action under any bond or bond agreement.

7.) The owner of this subdivision and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights are secured for each individual lot. No building permits shall be issued for any lot in this subdivision until all impact and connection fees, at the rates in effect when applying for building permit, are paid in full and water rights secured as specified by current City ordinances and fee schedules.

8.) All common area and trail improvements located herein are to be installed by owner and maintained by a homeowners association unless specified otherwise on each improvement.

9.) Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.

10.) All streets are private streets and common areas, to be maintained by the SSOA. City is granted an access easement to all private streets.

11.) Lots are subject to association bylaws, articles of incorporation and CC&R's.

12.) Rear lot corners will be located and marked on the ground with a 5/8" rebar with a plastic cap labeled "Bingham Eng". Front lot corners shall be marked with a rivet or nail placed in the top back of curb at the extension of the side lot lines.

13.) Parcels A, C, D, E, and F shall be dedicated as common areas. There is a blanket utility easement across all common area parcels to City of Saratoga Springs for storm drainage, sewer improvements, street lights, irrigation and water.

14.) All public utility easements shown hereon are 10.00 feet wide unless otherwise noted.

15.) Approval of this development plat by Saratoga Springs does not constitute any representation as to the adequacy of subsurface soil condition nor the location or depth of groundwater tables.

16.) Parcel B is hereby dedicated to the Utah Department of Transportation Region Three, 658 North 1500 West, Orem, Utah 84057 by this plat.

17.) Parcel C is hereby dedicated as common area. The trail located in Parcel C along the east side of Redwood Road is dedicated as a trail easement with a right of access granted to the public in perpetuity ("public access easement"). The trail and public access easement area shall remain open at all times to the public and shall be maintained, repaired, and replaced by the SSOA as necessary to ensure the trail remains in a safe and passable condition. The maintenance of said trail shall include snow removal and other necessary maintenance to the trail pavement.

18.) Parcel G will be deeded to the Talons Cove Golf, LLC.

19.) All driveways and roof drains shall be installed to drain storm runoff to frontage gutter.

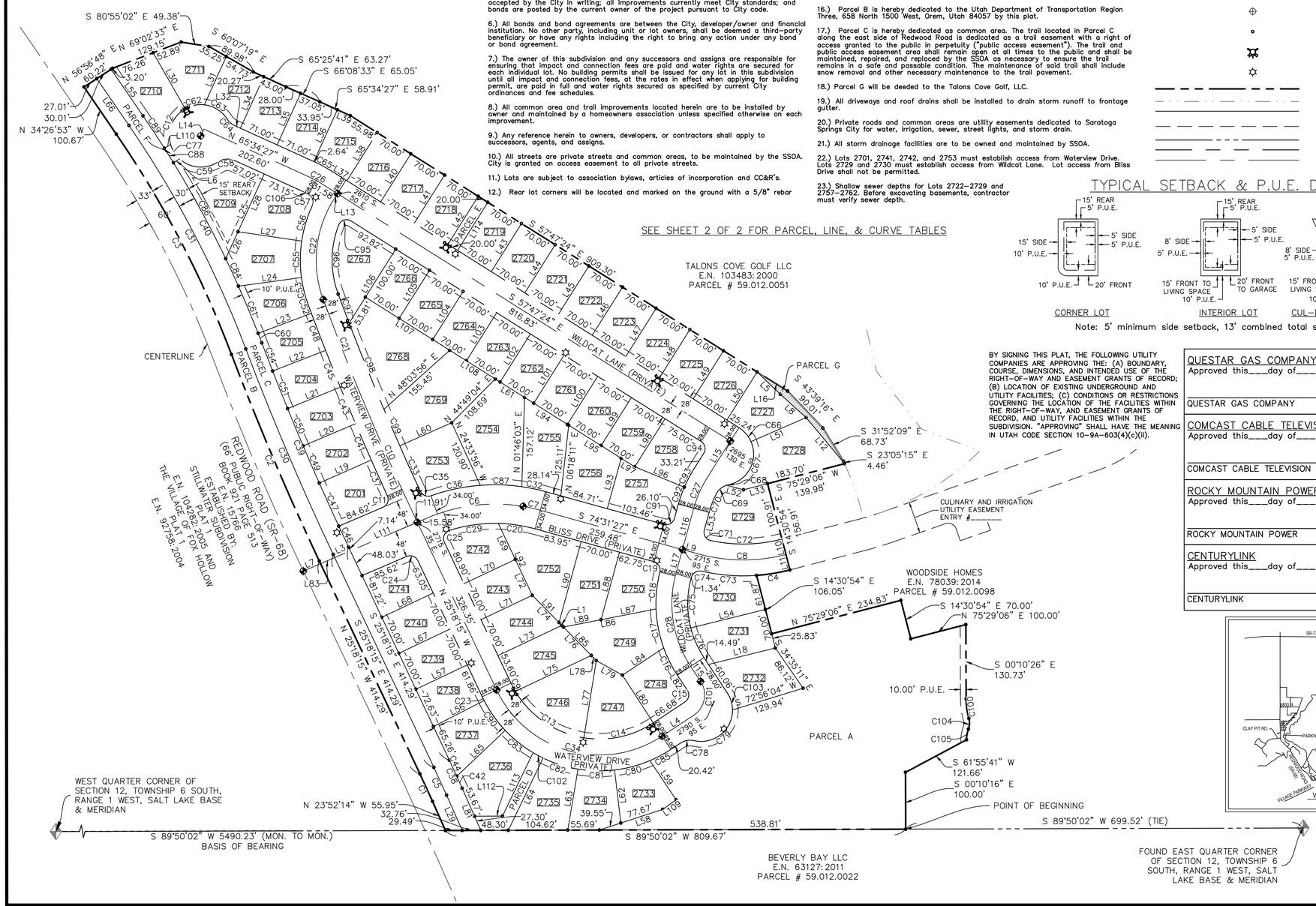
20.) Private roads and common areas are utility easements dedicated to Saratoga Springs City for water, irrigation, sewer, street lights, and storm drain.

21.) All storm drainage facilities are to be owned and maintained by SSOA.

22.) Lots 2701, 2741, 2742, and 2753 must establish access from Waterview Drive. Lots 2729 and 2730 must establish access from Wildcat Lane. Lot access from Bliss Drive shall not be permitted.

23.) Shallow sewer depths for Lots 2722-2729 and 2757-2762. Before excavating basements, contractor must verify sewer depth.

SEE SHEET 2 OF 2 FOR PARCEL, LINE, & CURVE TABLES



BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(c)(ii).

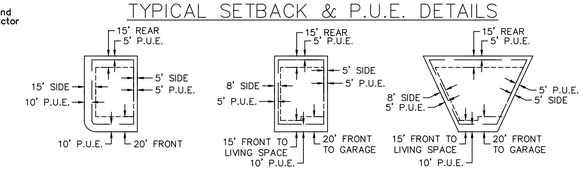
SCALE (FT)

0 100 200 300

LEGEND:

- UTAH COUNTY SECTION CORNER MONUMENTS FOUND
- STREET MONUMENT TO BE SET
- EXISTING STREET MONUMENT
- SET REBAR W/ CAP MARKED "BINGHAM ENG."
- PROPOSED FIRE HYDRANT (NO EXISTING FIRE HYDRANTS)
- PROPOSED STREET LIGHT (NO EXISTING STREET LIGHTS)
- SUBDIVISION BOUNDARY LINE
- EXISTING LOT LINE
- LOT LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE

TYPICAL SETBACK & P.U.E. DETAILS



CORNER LOT | INTERIOR LOT | CUL-DE-SAC OR KNUCKLE LOT

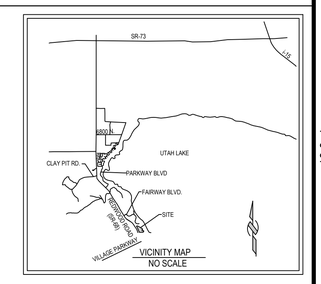
Note: 5' minimum side setback, 13' combined total side setback.

QUESTAR GAS COMPANY
Approved this___day of_____, A.D. 20____
QUESTAR GAS COMPANY

COMCAST CABLE TELEVISION
Approved this___day of_____, A.D. 20____
COMCAST CABLE TELEVISION

ROCKY MOUNTAIN POWER
Approved this___day of_____, A.D. 20____
ROCKY MOUNTAIN POWER

CENTURYLINK
Approved this___day of_____, A.D. 20____
CENTURYLINK



SURVEYOR'S CERTIFICATE

I, D. Gregg Meyers, do hereby certify that I am a registered Land Surveyor and that I hold, License No. 312770, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the NE Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:
Beginning at a point that lies South 89°50'02" West along the quarter section line 699.52 feet from the East Quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°50'02" West along said quarter section line 809.67 feet to the East right-of-way line of State Highway 68 (Redwood Road); thence along said right-of-way line the following six (6) courses and distances: 1) North 23°52'14" West 55.95 feet, 2) northwesterly along the arc of a 2,123.00 foot radius tangent curve to the left, the center of which bears South 66°07'46" West, through a central angle of 01°26'02", a distance of 53.13 feet, 3) North 25°18'15" West 414.29 feet, 4) northwesterly along the arc of a 4,967.00 foot radius tangent curve to the right, the center of which bears North 64°41'45" East, through a central angle of 04°33'33", a distance of 395.23 feet to a point of reverse curvature, 5) northwesterly along the arc of a 1,833.00 foot radius tangent curve to the left, the center of which bears South 69°15'18" West, through a central angle of 13°42'11", a distance of 438.38 feet and 6) North 34°26'53" West 100.67 feet; thence North 56°56'48" East 60.22 feet to the boundary line of the Talons Cove Golf Course parcel as recorded in the office of the Utah County recorder as Entry No. 103483:2000; thence along said boundary line the following ten (10) courses and distances: 1) North 69°02'33" East 129.15 feet, 2) South 80°55'02" East 49.38 feet, 3) South 60°07'19" East 89.98 feet, 4) South 65°25'41" East 63.27 feet, 5) South 66°08'33" East 65.05 feet, 6) South 65°34'27" East 58.91 feet, 7) South 57°47'24" East 909.30 feet, 8) South 43°39'16" East 90.01 feet, 9) South 31°52'09" East 68.73 feet and 10) South 23°05'15" East 4.46 feet; thence South 75°29'06" West 139.98 feet; thence South 14°30'54" East 156.91 feet; thence westerly along the arc of a 328.00 foot radius non-tangent curve to the right, the center of which bears North 14°30'54" West, through a central angle of 10°23'52", a distance of 59.52 feet; thence South 14°30'54" East 106.05 feet; thence North 75°29'06" East 234.83 feet; thence South 14°30'54" East 70.00 feet; thence North 75°29'06" East 100.00 feet; thence South 00°10'26" East 130.73 feet; thence southerly along the arc of a 128.00 foot radius tangent curve to the left, the center of which bears North 89°49'34" East, through a central angle of 15°38'13", a distance of 34.93 feet to a point of reverse curvature; thence southerly along the arc of a 30.50 foot radius tangent curve to the right, the center of which bears South 74°11'21" West, through a central angle of 36°00'12" a distance of 19.17 feet to a point of reverse curvature; thence southerly along the arc of a 55.00 foot radius tangent curve to the left, the center of which bears South 69°48'27" East, through a central angle of 19°51'30" a distance of 19.06 feet; thence South 61°55'41" West 121.66 feet; thence South 00°10'16" East 100.00 feet to the point of beginning.

Acres: 24.60 Creating 69 lots, 7 parcels, and 4 streets.

Date

D. Gregg Meyers
License No. 312770

OWNER'S DEDICATION

Know all men by these presents that Woodside Homes of Utah, LLC., the undersigned owner of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

LAKESIDE PLAT 27

do hereby convey for the perpetual use of the City of Saratoga Springs or Saratoga Springs Owners Association (SSOA) all parcels of land, right-of-way, and public or private amenities shown on this plat as intended for public or SSOA use and as stated on this plat. The SSOA shall be responsible for maintenance of all streets and common areas identified on this plat, unless noted otherwise on this plat. Utility easements as shown hereon are dedicated to the City of Saratoga Springs for buried utilities including power, natural gas, communication/data (telephone, internet and cable), water, sanitary sewer, and storm drainage purposes. The owner voluntarily defends, indemnifies, and saves harmless the City against any easements or other encumbrance on a conveyed easement which will interfere with the City's use, and operation of the easement. The owners(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the improvements within this subdivision.

In witness whereof _____ have hereunto set_____this_____day of_____, A.D. 20_____.

RYAN ORTMAN, PRESIDENT
WOODSIDE HOMES OF UTAH, LLC

LLC ACKNOWLEDGEMENT

STATE OF UTAH }
County of Utah } S.S.

On this_____day of_____, 20___, personally appeared before me, Ryan Ortman, who being by me duly sworn did say that he is the President of Woodside Homes of Utah, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

My commission expires:

Notary Public residing at

APPROVAL BY LEGISLATIVE BODY

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

City Mayor

Attest

City Recorder
(See Seal Below)

LAKESIDE PLAT 27

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Design:
Drawn: JJS
Checked: GM
Reviewed: JRL
Proj #: 5265

BINGHAM ENGINEERING
5160 Wiley Post Way, Salt Lake City, Ut 84116
(801) 532-2520 www.binghamnet.com

Plat Prepared for:
WOODSIDE HOMES
460 W 50 N SUITE 200
SALT LAKE CITY, UT 84101
P. 801-299-6700

FIRE CHIEF APPROVAL	PLANNING DIRECTOR APPROVAL	LAND USE AUTHORITY	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
Approved by the Fire Chief on this ___day of_____,A.D. 20___	Approved by the Planning Director on this___day of_____, A.D. 20____	Approved by the Land Use Authority on this___day of_____, A.D. 20____	Approved by the City Engineer on this ___day of_____,A.D. 20____	Approved by Saratoga Springs Attorney on this ___day of_____, A.D. 20____	Approved by Post Office Representative on this ___day of_____, A.D. 20____
CITY FIRE CHIEF	PLANNING DIRECTOR	LAND USE AUTHORITY	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR LICENSE #312770 D. GREGG MEYERS STATE OF UTAH			

Parcel Table			
Lot #	Area (sf)	Area (Ac.)	Address
2701	8339	0.19	2703 SOUTH WATERVIEW DRIVE
			24 EAST BLISS DRIVE
2702	7043	0.16	2691 SOUTH WATERVIEW DRIVE
2703	7043	0.16	2679 SOUTH WATERVIEW DRIVE
2704	7043	0.16	2667 SOUTH WATERVIEW DRIVE
2705	7044	0.16	2653 SOUTH WATERVIEW DRIVE
2706	8003	0.18	2641 SOUTH WATERVIEW DRIVE
2707	9861	0.23	2629 SOUTH WATERVIEW DRIVE
2708	9855	0.23	2617 SOUTH WATERVIEW DRIVE
			43 EAST WILDCAT LANE
2709	13353	0.31	33 EAST WILDCAT LANE
2710	9916	0.23	16 EAST WILDCAT LANE
2711	9073	0.21	22 EAST WILDCAT LANE
2712	7001	0.16	28 EAST WILDCAT LANE
2713	7060	0.16	36 EAST WILDCAT LANE
2714	7093	0.16	42 EAST WILDCAT LANE
2715	7419	0.17	48 EAST WILDCAT LANE
2716	7000	0.16	54 EAST WILDCAT LANE
2717	7000	0.16	62 EAST WILDCAT LANE
2718	7000	0.16	68 EAST WILDCAT LANE
2719	7000	0.16	74 EAST WILDCAT LANE
2720	7000	0.16	82 EAST WILDCAT LANE
2721	7000	0.16	88 EAST WILDCAT LANE
2722	7000	0.16	94 EAST WILDCAT LANE
2723	7000	0.16	102 EAST WILDCAT LANE
2724	7000	0.16	108 EAST WILDCAT LANE
2725	7000	0.16	114 EAST WILDCAT LANE
2726	7000	0.16	122 EAST WILDCAT LANE
2727	8289	0.19	128 EAST WILDCAT LANE
2728	12573	0.29	2704 SOUTH WILDCAT LANE
2729	11313	0.26	2798 SOUTH WILDCAT LANE
			104 EAST BLISS DRIVE
2730	10046	0.23	2726 SOUTH WILDCAT LANE
			103 EAST BLISS DRIVE
2731	9130	0.21	2736 SOUTH WILDCAT LANE
2732	10337	0.24	2746 SOUTH WILDCAT LANE
2733	7524	0.17	2783 SOUTH WATERVIEW DRIVE
2734	8125	0.19	2777 SOUTH WATERVIEW DRIVE
2735	10004	0.23	2771 SOUTH WATERVIEW DRIVE
2736	11656	0.27	2767 SOUTH WATERVIEW DRIVE
2737	8464	0.19	2761 SOUTH WATERVIEW DRIVE
2738	7099	0.16	2757 SOUTH WATERVIEW DRIVE
2739	7000	0.16	2749 SOUTH WATERVIEW DRIVE
2740	7000	0.16	2739 SOUTH WATERVIEW DRIVE

Parcel Table			
Lot #	Area (sf)	Area (Ac.)	Address
2741	7892	0.18	2729 SOUTH WATERVIEW DRIVE
			23 EAST BLISS DRIVE
2742	8669	0.20	2728 SOUTH WATERVIEW DRIVE
			47 EAST BLISS DRIVE
2743	7000	0.16	2738 SOUTH WATERVIEW DRIVE
2744	7850	0.18	2748 SOUTH WATERVIEW DRIVE
2745	9545	0.22	2758 SOUTH WATERVIEW DRIVE
2746	11548	0.27	2768 SOUTH WATERVIEW DRIVE
2747	10231	0.23	2778 SOUTH WATERVIEW DRIVE
2748	8186	0.19	2788 SOUTH WATERVIEW DRIVE
			2737 SOUTH WILDCAT LANE
2749	11836	0.27	2747 SOUTH WILDCAT LANE
2750	8288	0.19	83 EAST BLISS DRIVE
			2727 SOUTH WILDCAT LANE
2751	9794	0.22	73 EAST BLISS DRIVE
2752	12961	0.30	63 EAST BLISS DRIVE
2753	10863	0.25	2702 SOUTH WATERVIEW DRIVE
			46 EAST BLISS DRIVE
2754	17030	0.39	56 EAST BLISS DRIVE
2755	10545	0.24	66 EAST BLISS DRIVE
2756	10047	0.23	76 EAST BLISS DRIVE
2757	9522	0.22	86 EAST BLISS DRIVE
			2707 SOUTH WILDCAT LANE
2758	8277	0.19	121 EAST WILDCAT LANE
			2699 SOUTH WILDCAT LANE
2759	7000	0.16	111 EAST WILDCAT LANE
2760	7000	0.16	103 EAST WILDCAT LANE
2761	7000	0.16	97 EAST WILDCAT LANE
2762	7000	0.16	89 EAST WILDCAT LANE
2763	7000	0.16	83 EAST WILDCAT LANE
2764	7000	0.16	77 EAST WILDCAT LANE
2765	7000	0.16	69 EAST WILDCAT LANE
2766	7000	0.16	63 EAST WILDCAT LANE
2767	11277	0.26	2626 SOUTH WATERVIEW DRIVE
			57 EAST WILDCAT LANE
2768	16748	0.38	2662 SOUTH WATERVIEW DRIVE
2769	16099	0.37	2688 SOUTH WATERVIEW DRIVE

Parcel Table		
Lot #	Area (sf)	Area (Ac.)
A	145393	3.34
B	39575	0.91
C	44485	1.02
D	3865	0.09
E	2000	0.05
F	341	0.01
G	1734	0.04

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	53.13'	2123.00'	1°26'02"	53.12'	N 24°35'15" W
C2	395.23'	4967.00'	4°33'33"	395.13'	N 23°01'29" W
C3	438.38'	1833.00'	13°42'11"	437.34'	N 27°35'48" W
C4	59.52'	328.00'	10°23'52"	59.44'	S 80°41'02" W
C5	53.80'	2150.00'	1°26'02"	53.80'	N 24°35'15" W
C6	175.78'	300.00'	33°34'16"	173.27'	S 82°47'26" W
C7	30.89'	300.00'	5°53'59"	30.88'	N 77°28'26" W
C8	157.03'	300.00'	29°59'27"	155.25'	S 89°31'10" E
C9	16.43'	172.00'	5°28'19"	16.42'	S 28°02'25" E
C10	240.47'	4782.00'	2°52'52"	240.44'	S 23°51'49" E
C11	23.96'	15.00'	91°30'26"	21.49'	N 21°04'31" E
C12	73.00'	55.00'	76°02'47"	67.76'	S 22°09'57" W
C13	150.38'	172.00'	50°05'34"	145.63'	S 55°49'21" E
C14	127.89'	172.00'	42°36'11"	124.97'	N 77°49'46" E
C15	23.56'	15.00'	90°00'00"	21.21'	N 11°31'40" E
C16	53.85'	228.00'	13°31'53"	53.72'	S 26°42'23" E
C17	70.04'	228.00'	17°36'06"	69.77'	S 11°08'24" E
C18	65.66'	227.58'	16°31'50"	65.43'	S 05°54'45" W
C19	23.22'	15.00'	88°41'06"	20.97'	N 30°10'54" W
C20	65.62'	266.00'	14°08'07"	65.46'	N 81°35'30" W
C21	172.96'	4782.00'	2°04'20"	172.95'	S 21°23'13" E
C22	183.47'	200.00'	52°33'39"	177.11'	S 05°55'47" W
C23	7.48'	228.00'	1°52'48"	7.48'	S 26°14'39" E
C24	23.00'	15.00'	87°51'58"	20.81'	N 69°14'17" W
C25	25.62'	15.00'	97°51'07"	22.62'	S 23°37'18" W
C26	27.17'	200.00'	7°47'03"	27.15'	N 61°40'55" W
C27	59.14'	200.00'	16°56'28"	58.92'	S 23°44'22" W
C28	170.14'	200.00'	48°44'28"	165.05'	S 09°06'06" E
C29	87.25'	266.00'	18°47'34"	86.86'	S 81°56'39" W
C30	393.09'	4940.00'	4°33'33"	392.98'	S 23°01'29" E
C31	444.84'	1860.00'	13°42'11"	443.78'	N 27°35'48" W
C32	42.58'	334.00'	7°18'13"	42.55'	N 78°10'33" W
C33	87.93'	4754.00'	1°03'35"	87.93'	S 24°21'09" E
C34	342.67'	200.00'	98°10'04"	302.27'	S 74°23'17" E
C35	22.15'	15.13'	83°51'33"	20.22'	S 67°15'48" E
C36	88.99'	334.00'	15°15'57"	88.73'	S 77°59'18" W
C37	69.10'	4810.00'	0°49'23"	69.10'	S 24°16'00" E
C38	54.55'	2180.00'	1°26'02"	54.55'	N 24°35'15" W
C39	390.70'	4910.00'	4°33'33"	390.60'	S 23°01'29" E
C40	452.01'	1890.00'	13°42'11"	450.94'	N 27°35'48" W
C41	69.71'	4810.00'	0°49'49"	69.71'	S 23°26'23" E
C42	23.26'	2180.00'	0°36'41"	23.26'	N 24°10'34" W
C43	69.71'	4810.00'	0°49'49"	69.71'	S 22°36'34" E
C44	31.29'	2180.00'	0°49'21"	31.29'	N 24°53'35" W
C45	69.71'	4810.00'	0°49'49"	69.71'	S 21°46'45" E
C46	40.89'	4910.00'	0°28'38"	40.89'	S 25°03'57" E
C47	83.31'	4910.00'	0°58'20"	83.31'	S 24°20'28" E
C48	69.71'	4810.00'	0°49'49"	69.71'	S 20°56'55" E
C49	71.16'	4910.00'	0°49'49"	71.16'	S 23°26'23" E
C50	71.16'	4910.00'	0°49'49"	71.16'	S 22°36'34" E
C51	71.16'	4910.00'	0°49'49"	71.16'	S 21°46'45" E
C52	15.34'	4810.00'	0°10'58"	15.34'	S 20°26'32" E
C53	50.20'	228.00'	12°36'50"	50.09'	S 14°02'38" E
C54	53.02'	4910.00'	0°37'07"	53.02'	S 21°03'16" E
C55	64.35'	228.00'	16°10'20"	64.14'	S 00°20'57" W
C56	65.56'	228.00'	16°28'31"	65.33'	S 16°40'22" W
C57	22.13'	15.01'	84°28'47"	20.18'	N 18°58'57" W
C58	30.82'	30.50'	57°54'09"	29.53'	S 85°28'29" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C59	72.92'	55.00'	75°57'57"	67.70'	S 85°29'37" E
C60	18.14'	1890.00'	0°33'00"	18.14'	N 21°01'12" W
C61	89.97'	1890.00'	2°43'39"	89.96'	N 22°39'32" W
C62	35.00'	55.00'	36°27'39"	34.41'	S 78°25'11" W
C63	48.90'	55.00'	50°56'42"	47.31'	N 57°52'39" W
C64	17.66'	30.50'	33°10'09"	17.41'	S 48°59'22" E
C65	30.98'	228.00'	7°47'03"	30.95'	N 61°40'55" W
C66	32.82'	55.00'	34°11'26"	32.34'	N 40°41'41" W
C67	98.43'	55.00'	102°32'22"	85.81'	N 27°40'13" E
C68	3.10'	30.50'	5°49'37"	3.10'	S 76°01'35" W
C69	24.59'	30.50'	46°11'27"	23.93'	S 50°01'04" W
C70	34.98'	172.00'	11°39'12"	34.92'	S 21°05'44" W
C71	24.39'	15.00'	93°09'28"	21.79'	S 31°18'35" E
C72	126.40'	272.00'	26°37'35"	125.27'	N 88°47'53" E
C73	97.44'	328.00'	17°01'15"	97.08'	S 85°36'25" E
C74	22.93'	15.00'	87°36'12"	20.76'	S 59°04'15" W
C75	88.84'	172.00'	29°35'35"	87.85'	S 00°28'21" W
C76	57.48'	172.00'	19°08'53"	57.21'	S 23°53'53" E
C77	30.39'	55.00'	31°39'13"	30.00'	S 31°41'02" E
C78	24.88'	30.50'	46°43'48"	24.19'	S 79°53'34" W
C79	99.62'	55.00'	103°46'42"	86.55'	N 51°22'08" E
C80	64.57'	228.00'	16°13'35"	64.35'	N 75°10'18" E
C81	64.57'	228.00'	16°13'35"	64.35'	S 88°36'07" E
C82	64.57'	228.00'	16°13'35"	64.35'	S 72°22'33" E
C83	62.95'	228.00'	15°49'11"	62.75'	S 51°19'13" E
C84	53.12'	1890.00'	1°36'37"	53.12'	N 24°49'40" W
C85	41.90'	228.00'	10°31'50"	41.85'	N 61°47'35" E
C86	192.43'	1890.00'	5°50'01"	192.35'	N 28°32'59" W
C87	73.16'	334.00'	12°33'03"	73.02'	N 88°06'11" W
C88	30.00'	1890.00'	0°54'34"	30.00'	N 31°55'16" W
C89	68.36'	1890.00'	2°04'20"	68.35'	N 33°24'43" W
C90	64.57'	228.00'	16°13'35"	64.35'	S 35°17'50" E
C91	23.62'	15.00'	90°12'25"	21.25'	N 60°22'21" E
C92	31.71'	228.00'	7°58'09"	31.69'	S 19°15'13" W
C93	35.70'	228.00'	8°58'19"	35.67'	S 27°43'27" W
C94	23.56'	15.00'	90°00'00"	21.21'	N 12°47'24" W
C95	26.50'	15.00'	101°14'07"	23.19'	S 71°35'32" W
C96	124.06'	172.00'	41°19'31"	121.39'	S 00°18'43" W
C97	54.42'	4754.00'	0°39'21"	54.42'	S 20°40'43" E
C98	163.66'	4754.00'	1°58'21"	163.65'	S 21°59'34" E
C99	70.00'	4752.49'	0°50'38"	70.00'	S 23°24'03" E
C100	34.93'	128.00'	15°38'13"	34.82'	S 07°59'33" E
C101	67.54'	43.00'	90°00'00"	60.81'	N 11°31'40" E
C102	20.03'	228.00'	5°01'57"	20.02'	S 61°44'47" E
C103	31.63'	55.00'	32°57'06"	31.20'	N 16°59'46" W
C104	19.17'	30.50'	36°00'12"	18.85'	N 02°11'27" E
C105	19.06'	55.00'	19°51'30"	18.97'	S 10°15'49" W
C106	13.01'	172.00'	4°20'00"	13.01'	N 63°24'27" W

Line Table		
Line #	Direction	Length
L1	S 44°25'55" E	11.16'
L3	N 66°49'44" E	30.02'
L4	S 56°31'40" W	66.68'
L5	S 46°01'39" E	56.64'
L6	S 58°04'44" W	12.74'
L7	N 66°49'44" E	33.02'
L8	S 47°55'24" E	61.04'
L9	N 74°31'27" W	27.76'
L10	S 14°30'54" E	28.00'
L11	S 14°30'54" E	28.00'
L12	S 39°50'21" E	105.63'
L13	N 32°12'36" E	12.41'
L14	S 24°25'33" W	13.07'
L15	N 32°12'36" E	76.21'
L16	S 57°47'24" E	63.32'
L17	N 15°16'08" E	44.15'
L18	S 76°05'51" W	121.12'
L19	N 66°08'42" E	100.00'
L20	N 66°58'31" E	100.00'
L21	S 67°48'21" W	100.00'
L22	N 68°38'10" E	100.00'
L23	S 69°27'59" W	100.12'
L24	N 82°15'47" E	111.92'
L25	N 24°25'33" E	163.78'
L26	S 24°25'33" W	52.29'
L27	N 81°33'53" W	113.20'
L28	S 24°25'33" W	111.50'
L29	S 23°52'14" E	67.81'
L30	S 29°48'39" E	113.41'
L31	N 24°25'33" E	93.41'
L32	N 65°34'27" W	11.18'
L33	S 75°29'06" W	43.72'
L34	N 24°25'33" E	99.46'
L35	N 24°25'33" E	99.63'
L36	N 24°25'33" E	100.00'
L37	S 57°47'24" E	33.66'
L38	N 32°12'36" E	100.00'
L39	N 65°34'27" W	24.96'
L40	S 32°12'36" W	100.00'
L41	S 32°12'36" W	100.00'

Line Table		
Line #	Direction	Length
L42	N 32°12'36" E	100.00'
L43	N 32°12'36" E	100.00'
L44	N 32°12'36" E	100.00'
L45	N 32°12'36" E	100.00'
L46	S 32°12'36" W	100.00'
L47	N 32°12'36" E	100.00'
L48	S 32°12'36" W	100.00'
L49	S 32°12'36" W	100.00'
L50	N 32°12'36" E	100.00'
L51	S 66°24'02" W	105.78'
L52	S 74°47'18" E	30.70'
L53	S 15°16'08" W	31.97'
L54	S 76°05'51" W	135.16'
L55	S 34°26'53" E	99.28'
L56	S 62°48'57" W	100.18'
L57	S 64°41'45" W	100.00'
L58	S 71°55'45" W	117.22'
L59	N 33°46'26" W	82.93'
L60	S 66°06'32" W	100.00'
L61	S 57°47'24" E	60.84'
L62	S 06°42'55" E	93.92'
L63	S 09°30'40" W	108.77'
L64	S 25°44'15" W	141.06'
L65	S 46°35'22" W	117.32'
L66	S 34°26'53" E	100.01'
L67	S 64°41'45" W	100.00'
L68	S 64°41'45" W	100.00'
L69	N 25°18'15" W	70.00'
L70	S 64°41'45" W	100.00'
L71	S 64°41'45" W	100.00'
L72	N 25°18'15" W	70.00'
L73	S 64°41'45" W	124.28'
L74	N 44°25'55" W	74.09'
L75	S 64°41'45" W	147.77'
L76	N 44°25'55" W	74.09'
L77	S 09°07'52" W	137.79'
L78	N 44°25'55" W	12.51'
L79	S 60°40'08" E	52.64'
L80	S 32°57'27" E	100.00'
L81	S 23°52'14" E	80.98'

Line Table		
Line #	Direction	Length
L82	N 33°28'20" W	31.65'
L83	N 66°49'44" E	27.02'
L84	S 56°31'40" W	87.11'
L85	N 44°25'55" W	82.49'
L86	S 78°56'51" W	165.90'
L87	N 78°56'51" E	98.55'
L88	N 15°16'08" E	123.20'
L89	S 78°56'51" W	67.34'
L90	N 15°16'08" E	147.68'
L91	S 44°25'55" E	67.03'
L92	S 25°18'15" E	140.00'
L93	S 15°28'33" W	92.04'
L94	N 57°47'24" W	91.77'
L95	S 57°47'24" E	109.28'
L96	S 67°42'38" E	94.20'
L97	S 57°47'24" E	28.11'
L98	N 32°12'36" E	100.00'
L99	N 32°12'36" E	100.00'
L100	N 32°12'36" E	100.00'
L101	N 32°12'36" E	100.00'
L102	N 32°12'36" E	100.00'
L103	N 32°12'36" E	100.00'
L104	N 32°12'36" E	100.00'
L105	N 32°12'36" E	100.00'
L106	N 32°12'36" E	153.81'
L107	S 57°47'24" E	175.21'
L108	S 57°47'24" E	94.79'
L109	N 54°33'04" E	28.84'
L110	S 58°04'44" W	12.86'
L111	S 66°49'44" W	128.09'
L112	N 89°50'02" E	49.18'
L113	N 25°44'15" E	123.86'
L114	N 32°12'36" E	100.00'
L115	N 33°28'20" W	31.65'
L116	N 15°16'08" E	75.26'

BINGHAM ENGINEERING
5160 Wiley Post Way, Salt Lake City, Ut 84116
(801) 532-2520 www.binghamnet.com

Design:
Drawn: JJS
Checked: GM
Reviewed: JRL

LAKESIDE PLAT 27

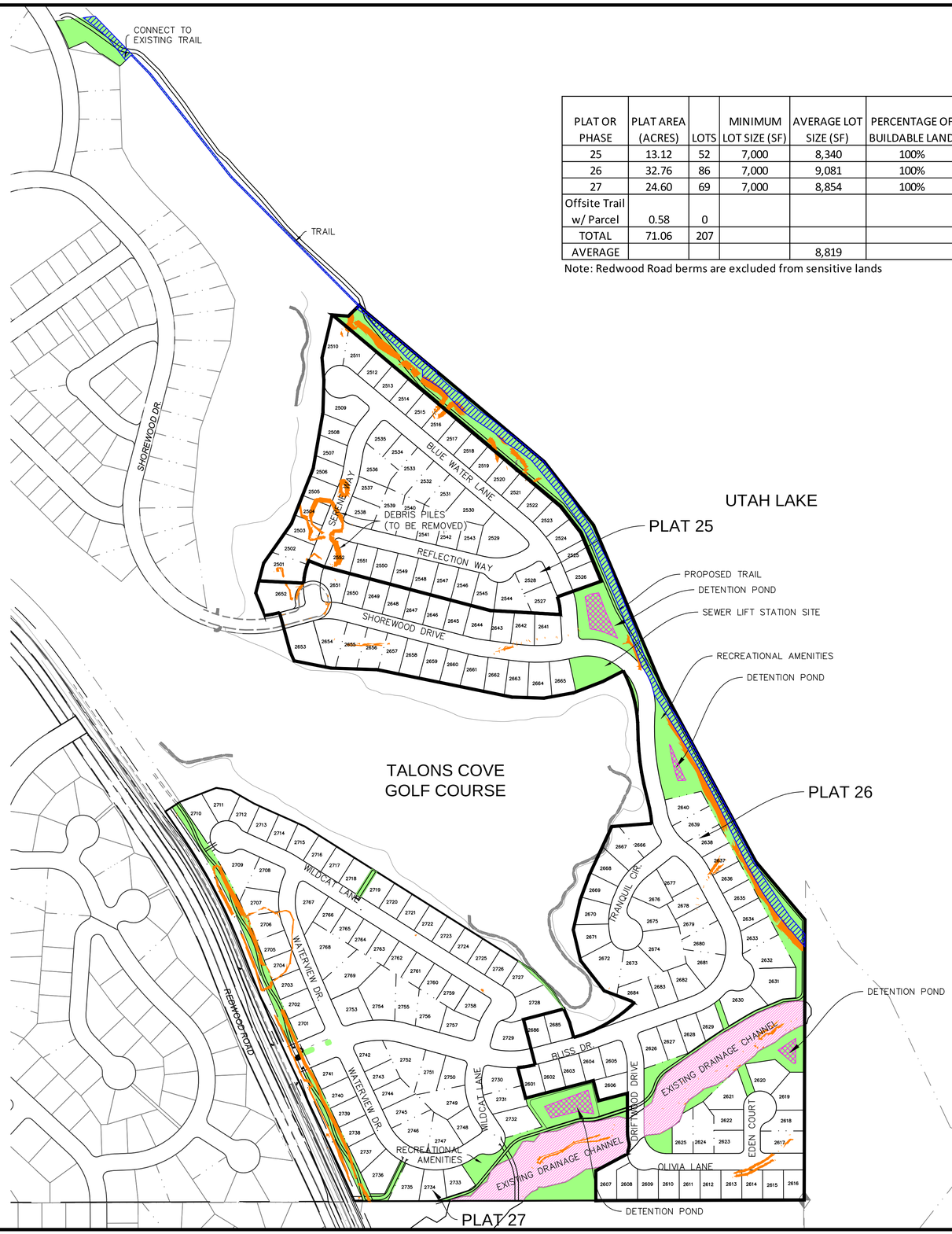
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Proj. # 5265 | SHEET 2 OF 2

EX 8: OPEN SPACE EXHIBIT

PLAT OR PHASE	PLAT AREA (ACRES)	LOTS	MINIMUM LOT SIZE (SF)	AVERAGE LOT SIZE (SF)	PERCENTAGE OF BUILDABLE LAND	SENSITIVE LANDS WITHIN OPEN SPACE (AC.)	OPEN SPACE (AC.)	SENSITIVE LANDS WITHIN OPEN SPACE (%)	TOTAL OPEN SPACE (%)	DENSITY OF DWELLINGS BY ACRE
25	13.12	52	7,000	8,340	100%	0.00	0.00	0.0%	0.0%	3.96
26	32.76	86	7,000	9,081	100%	4.16	8.14	51.1%	24.8%	2.63
27	24.60	69	7,000	8,854	100%	1.97	4.48	44.0%	18.2%	2.80
Offsite Trail w/ Parcel	0.58	0				0.23	0.58	39.3%	100.0%	
TOTAL	71.06	207				6.36	13.20	48.2%	18.6%	2.91
AVERAGE				8,819				48.2%	18.6%	

Note: Redwood Road berms are excluded from sensitive lands



30%+ SLOPES

ISOLATED WETLANDS SUBMITTED TO ARMY CORPS OF ENGINEERS

DETENTION POND BOTTOM AREA

SCALE (FT)

0 200 400 600

Rev.	By	Date	Remarks
E	JJS	7/30/15	CITY REVIEW
D	JJS	6/25/15	CITY REVIEW
C	JJS	5/18/15	CITY REVIEW

WOODSIDE HOMES

LAKESIDE PLATS 25-27

OPEN SPACE EXHIBIT

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: JJS
Drw: JJS
Chk: JRL
Rvw: JRL

Sht OS1 of 1

Print Date: 07/28/2015 | Created: 05/08/15 | Proj. # 5265

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P:\5265 Saratoga\5265proj\5265 Lakeside Preliminary\Concept Plan -lib5v2.dwg

CALL BLUESTAKES
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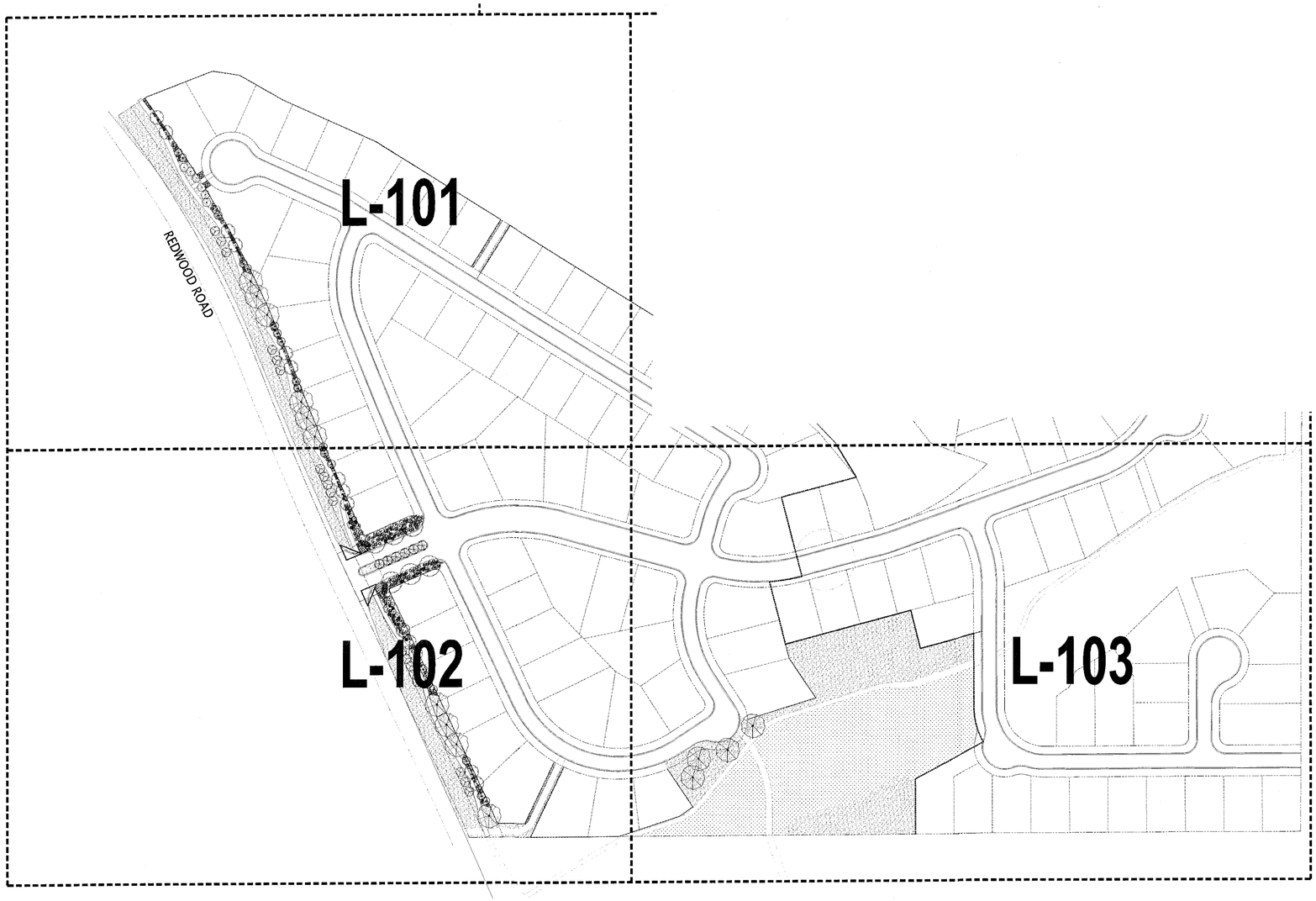
ANY CONSTRUCTION.



SCALE: 1" = 100'

0 50 100 200 300

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Sandy UT 84070
p 801.913.7994

CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

NO.	DATE/INITIAL	DESCRIPTION

Stamp

STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
07/30/15
Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-189

Drawing Title

OVERALL
LANDSCAPE PLAN

Drawing number

L-100

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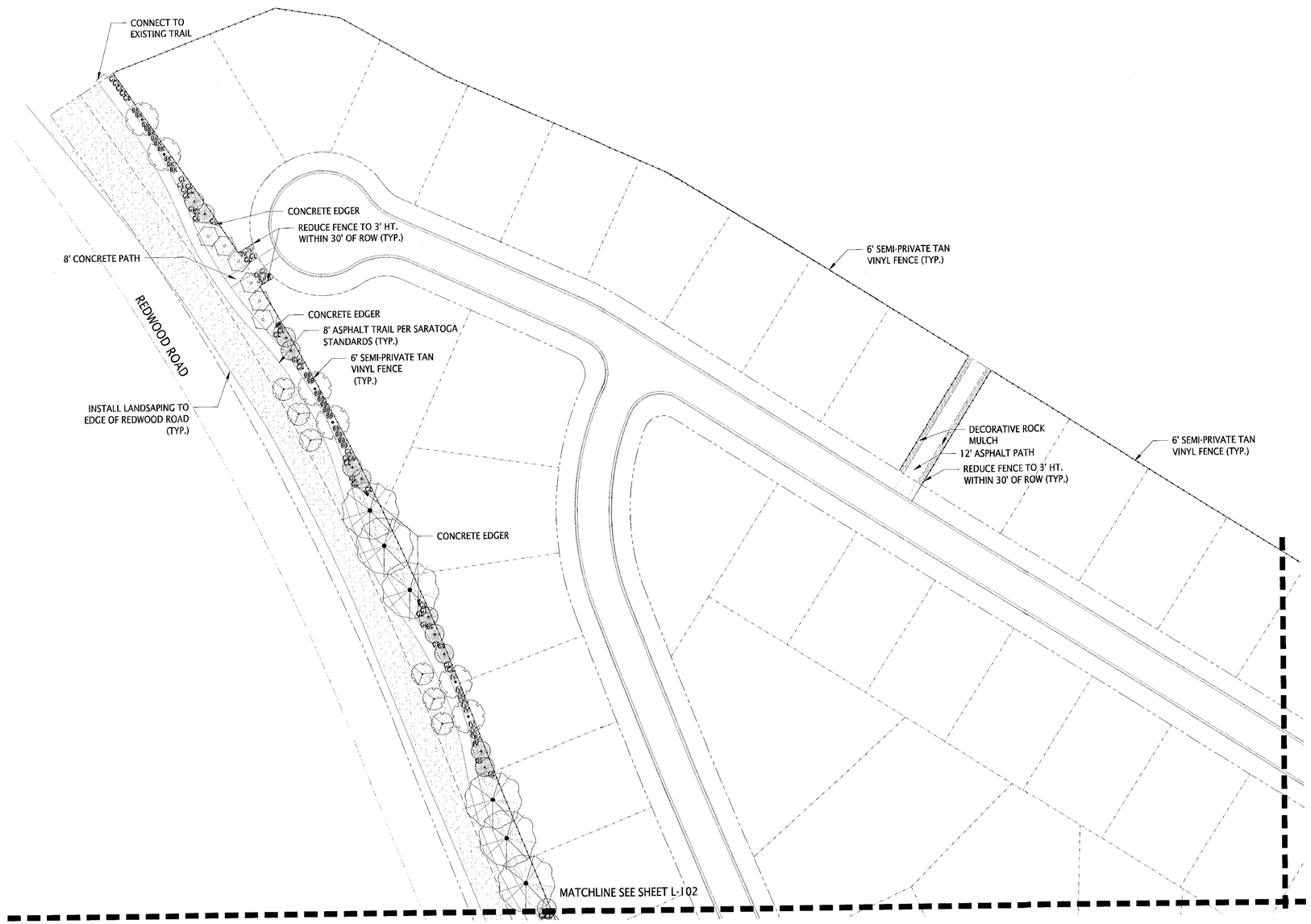
ANY CONSTRUCTION.



PLANT LEGEND

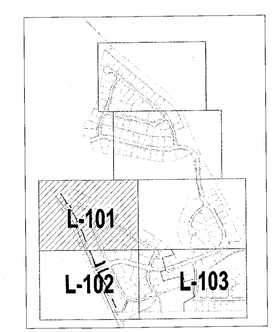
TREES	COMMON NAME
	Prairifire Crab Apple
	London Plane Tree
	Canada Red Chokecherry
	Littleleaf Linden
	Sawleaf Zelkova

EVERGREEN TREES	COMMON NAME
	Baby Blue Eyes Colorado Blue Spruce
	Bosnian Pine

SHRUBS	COMMON NAME
	Ruby Carousel Barberry
	Black Knight Butterfly Bush
	Feather Reed Grass
	Ivory Halo Dogwood
	Compact Burning Bush
	Buffalo Juniper
	Gold Drop Potentilla
	Gro-Low Fragrant Sumac
	Anthony Waterer Spiraea

GROUND COVERS	COMMON NAME
	Stella de Oro Daylily
	Rock Mulch
	Kentucky Bluegrass
	Native Seed Mix

*SEE SHEET L-200 FOR COMPLETE PLANT SCHEDULE & NOTES



KEY PLAN

SCALE: 1" = 40'

0 20 40 80 120

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Sandy UT 84070
p 801.913.7904
CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

No.	Date	Description

Stamp

STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
07/30/15
Licensed Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-160

Drawing Title
LANDSCAPE PLAN

Drawing number
L-101

CALL BLUESTAKES
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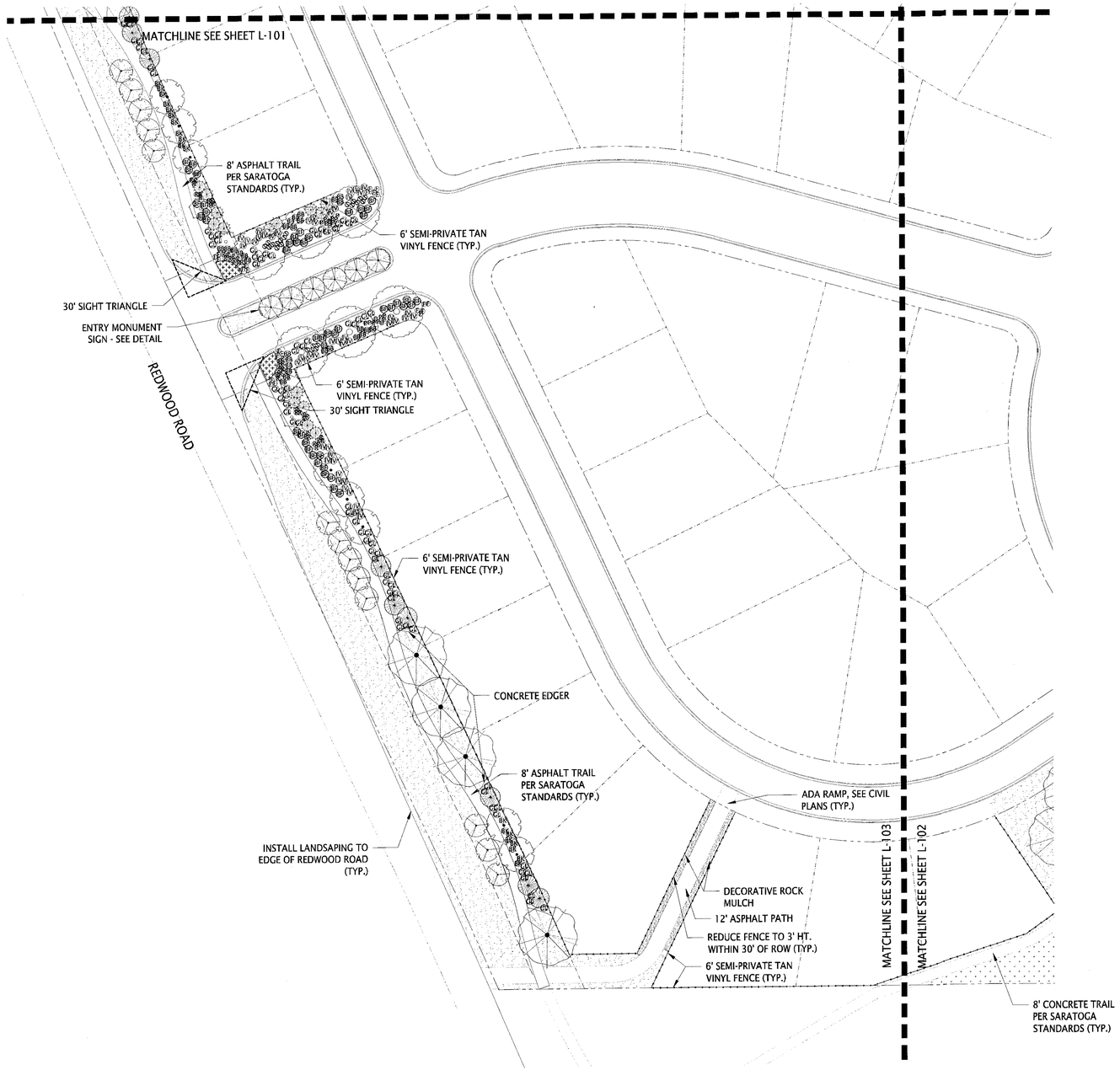


PLANT LEGEND

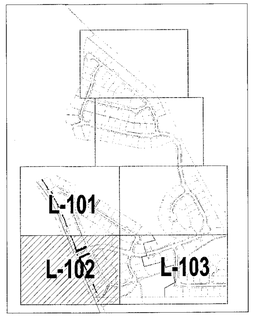
TREES	COMMON NAME
	Prairifire Crab Apple
	London Plane Tree
	Canada Red Chokecherry
	Littleleaf Linden
	Sawleaf Zelkova

EVERGREEN TREES	COMMON NAME
	Baby Blue Eyes Colorado Blue Spruce
	Bosnian Pine

SHRUBS	COMMON NAME
	Ruby Carousel Barberry
	Black Knight Butterfly Bush
	Feather Reed Grass
	Ivory Halo Dogwood
	Compact Burning Bush
	Buffalo Juniper
	Gold Drop Potentilla
	Gro-Low Fragrant Sumac
	Anthony Waterer Spiraea

GROUND COVERS	COMMON NAME
	Stella de Oro Daylily
	Rock Mulch
	Kentucky Bluegrass
	Native Seed Mix

*SEE SHEET L-200 FOR COMPLETE PLANT SCHEDULE & NOTES



KEY PLAN

SCALE: 1" = 40'

0 20 40 80 120

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p 801.913.7994

CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

NO.	DATE/MM/DD	DESCRIPTION

Stamp

STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
07/30/15
Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-100

Drawing Title

LANDSCAPE PLAN

Drawing number

L-102

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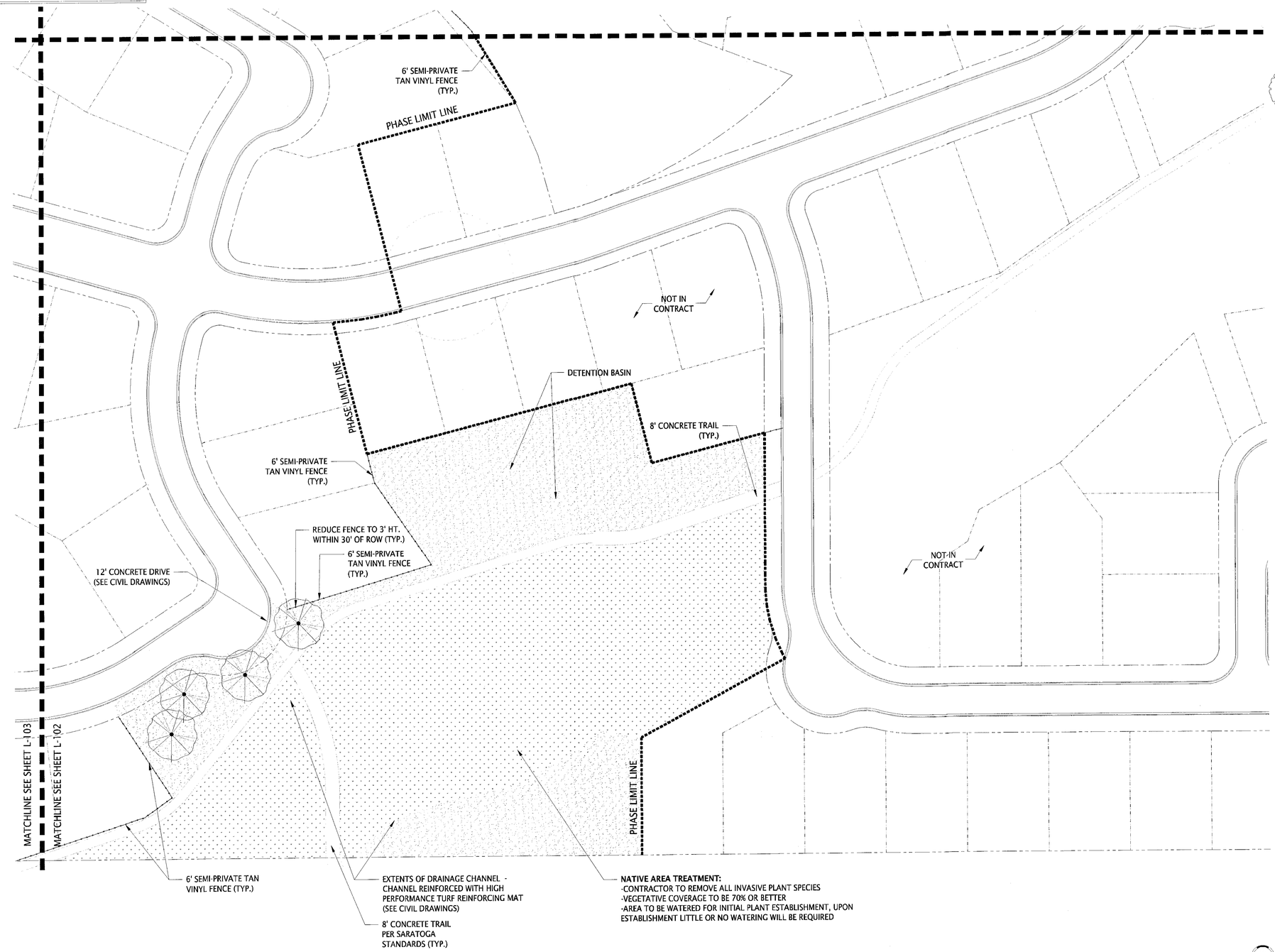


PLANT LEGEND

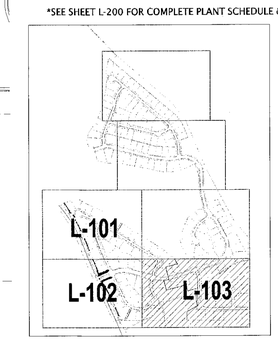
TREES	COMMON NAME
	Prairifire Crab Apple
	London Plane Tree
	Canada Red Chokecherry
	Littleleaf Linden
	Sawleaf Zelkova

EVERGREEN TREES	COMMON NAME
	Baby Blue Eyes Colorado Blue Spruce
	Bosnian Pine

SHRUBS	COMMON NAME
	Ruby Carousel Barberry
	Black Knight Butterfly Bush
	Feather Reed Grass
	Ivory Halo Dogwood
	Compact Burning Bush
	Buffalo Juniper
	Gold Drop Potentilla
	Gro-Low Fragrant Sumac
	Anthony Waterer Spiraea

GROUND COVERS	COMMON NAME
	Stella de Oro Daylily
	Rock Mulch
	Kentucky Bluegrass
	Native Seed Mix

*SEE SHEET L-200 FOR COMPLETE PLANT SCHEDULE & NOTES



KEY PLAN

SCALE: 1" = 40'

0 20 40 80 120

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CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

no	submittal	description

Stamp
STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
07/30/15
Licensed Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-120

Drawing Title
LANDSCAPE PLAN

Drawing number
L-103

CALL BLUESTAKES
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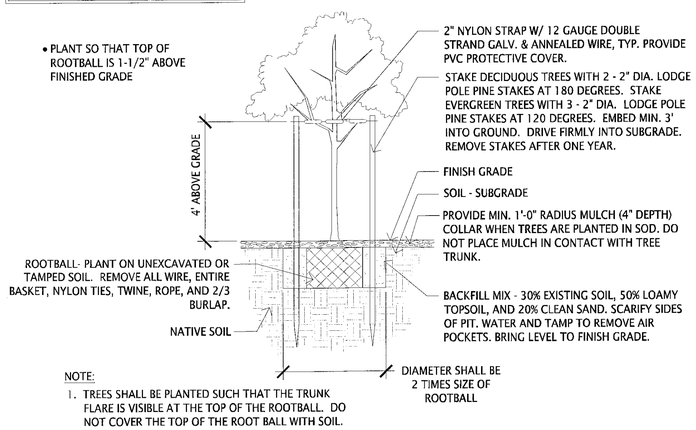
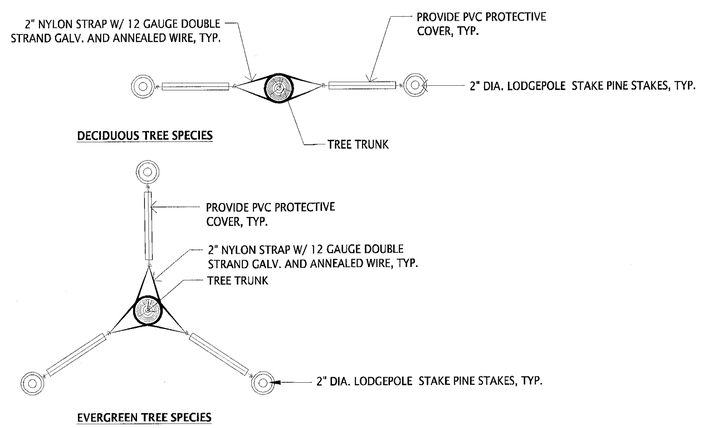
ANY CONSTRUCTION.



NOTE:
1. TREES SHALL BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOTBALL. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

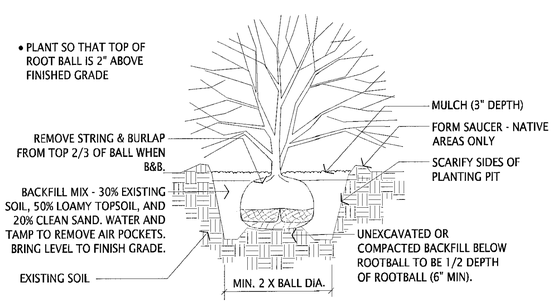
1 TREE PLANTING DETAIL

SCALE: NOT TO SCALE



2 TREE STAKING DETAIL

SCALE: NOT TO SCALE



3 SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	Malus x `Prairifire` / Prairifire Crab Apple	B & B	2"Cal	10
	Platanus x acerifolia `Bloodgood` / London Plane Tree	B & B	2.5"Cal	6
	Prunus virginiana `Canada Red` / Canada Red Chokecherry	B & B	2"Cal	19
	Pyrus calleryana `Chanticleer` / Chanticleer Pear	B & B	2"Cal	6
	Tilia cordata / Littleleaf Linden	B & B	2.5"Cal	14
	Zelkova serrata `Green Vase` / Sawleaf Zelkova	B & B	2.5"Cal	14

EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	Picea pungens glauca `Baby Blue Eyes` TM / Baby Blue Eyes Colorado Blue Spruce	B & B	6` HT	15
	Pinus leucodermis / Bosnian Pine	B & B	6` HT	20

SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	QTY
	Berberis thunbergii `Bailone` TM / Ruby Carousel Barberry	5 gal		43
	Buddleja davidii `Black Knight` / Black Knight Butterfly Bush	5 gal		30
	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	1 gal		22
	Cornus alba `Bailhalo` / Ivory Halo Dogwood	5 gal		63
	Euonymus alatus `Compactus` / Compact Burning Bush	5 gal		40
	Juniperus sabina `Buffalo` / Buffalo Juniper	5 gal		45
	Potentilla fruticosa `Gold Drop` / Gold Drop Potentilla	5 gal		18
	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	5 gal		121
	Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spiraea	5 gal		22

GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	FIELD2	SPACING	QTY
	Hemerocallis x `Stella de Oro` / Stella de Oro Daylily	1 gal		18" o.c.	159 sf
	Rock Mulch - 3" depth 3/4" to 1-1/4" washed Southtown Cobble from Staker Parson or Nephi Sandstone - install over DeWitt Pro 5 Weed Barrier				
	Kentucky Bluegrass				
	Native Seed Mix - see table below				

NATIVE SEED MIX

BOTANICAL NAME	COMMON NAME	PLS/ACRE
Bromus marginatus	Mountain Brome	7.50
Elymus trachycaulus ssp. trachycaulus	Slender Wheatgrass	6.25
Festuca ovina	Sheep Fescue	1.25
Poa secunda ssp. sandbergii	Sandberg Bluegrass	1.25
Poa secunda ssp. ampla	Big Bluegrass	1.25
Pascopyrum smithii	Western Wheatgrass	5.00
Pseudoroegneria spicata ssp. spicata	Bluebunch Wheatgrass	2.50
Linum lewisii 'Appar'	Blue Flax	1.25
Eschscholtzia californica	California Poppy	1.25
Penstemon eatonii	Firecracker Penstemon	1.25
	Total =	28.75

LANDSCAPE NOTES:

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND HERRIMAN CITY STANDARDS, SPECIFICATIONS, AND DETAILS.

2. EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE OF ALL RELATED EXISTING CONDITIONS, UTILITIES, PIPES, AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES, INCLUDING DEPTHS, PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY AND ALL COSTS OR OTHER LIABILITIES INCURRED DUE TO DAMAGE OF SAID UTILITIES/ STRUCTURES/ ETC.

3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.

4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, DISPOSAL, OR RELOCATION OF ALL OBSTRUCTIONS AND DEBRIS WITHIN THE DELINEATED CONSTRUCTION AREA PRIOR TO STARTING NEW CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM NEW CONSTRUCTION.

5. DAMAGE TO ANY EXISTING IMPROVEMENTS OR TO ANY PORTION OF THE PROJECT'S SURROUNDING AREA DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST THE TOPS OF ALL EXISTING MANHOLES, CATCH BASINS, INLETS, COVERS, AND SIMILAR STRUCTURES TO FINISH GRADE.

7. THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.

8. CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT.

9. ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.

10. ALL CLARIFICATIONS OF DISCREPANCIES OR CONFLICTS BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE PRIOR TO WORK WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.

11. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.

12. CONTRACTOR SHALL PROVIDE A MIN. OF 6" OF TOPSOIL IN ALL SOD AREAS, A MIN. OF 4" OF TOPSOIL IN ALL SEED AREAS, AND A MIN. OF 12" OF TOPSOIL IN ALL SHRUB, PERENNIAL, AND ORNAMENTAL GRASS AREAS.

13. CONTRACTOR SHALL PROVIDE A MIN. 3" DEPTH OF SHREDDED BARK MULCH IN ALL SHRUB, PERENNIAL, AND ORNAMENTAL GRASS AREAS.

14. CONTRACTOR SHALL PROVIDE A THREE (3) FOOT DIAMETER SAUCER FREE OF TURF UNDER ALL TREES PLANTED IN TURF AREAS WITH 3" DEPTH OF SHREDDED BARK MULCH.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH ALL PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES AND HAVE NATURAL FULL SHAPES. PRE-SELECTED OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO MAINTAIN AND WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS. ALL PLANTS SHALL BE SUBJECT TO OWNER'S APPROVAL PRIOR TO INSTALLATION.

16. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREES AND PLANTS SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ADJUST SPACING (EQUAL TO EQUAL) AS NECESSARY, SUBJECT TO ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

17. ALL LAWN AREAS SHALL BE SODDED AND IRRIGATED WITH STANDARD POP-UP SPRAY SPRINKLERS PER IRRIGATION PLAN.

blu line designs
planning | landscape architecture | design
45 w 10000 s, suite 500
Sandy UT 84070
p 801.913.7994

CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

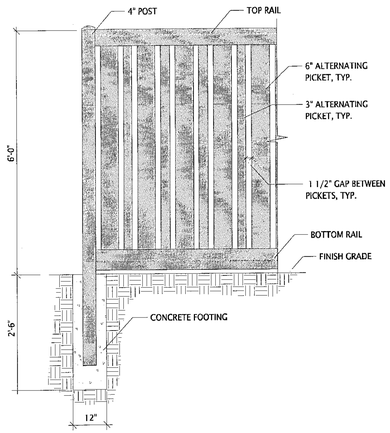
Stamp
STATE OF UTAH
CORY A. SHUPE
No. S410044-5301
07/30/15
Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-180

Drawing Title
LANDSCAPE SCHEDULE, NOTES, & DETAILS

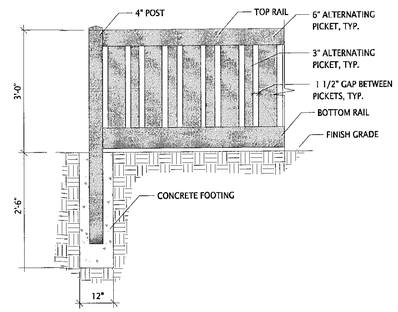
Drawing number
L-201

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR
TO THE COMMENCEMENT OF
ANY CONSTRUCTION.



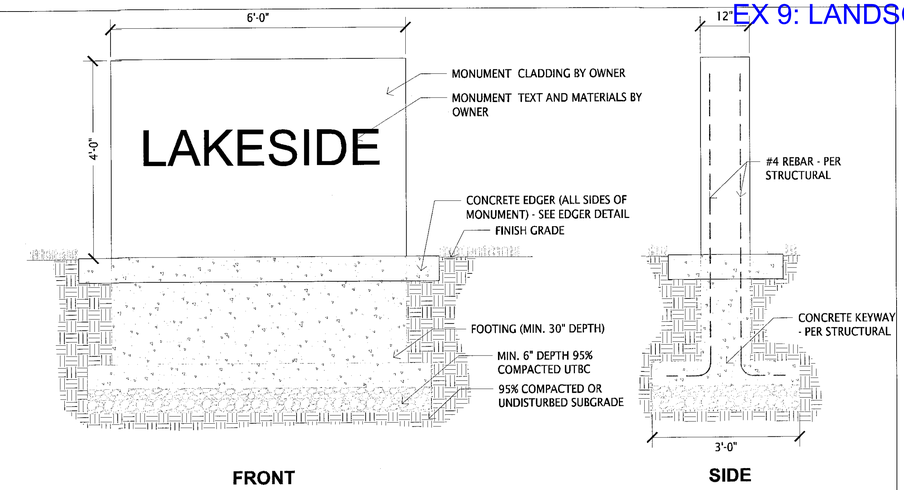
1 6' SEMI-PIRVATE VINYL FENCE

SCALE: NOT TO SCALE



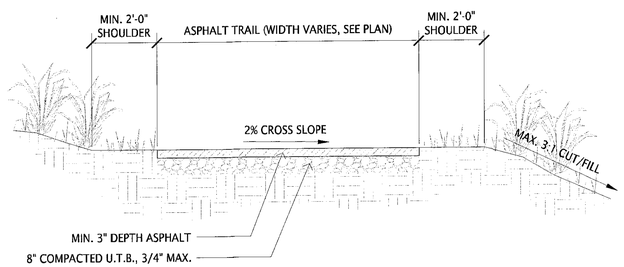
2 3' SEMI-PIRVATE VINYL FENCE

SCALE: NOT TO SCALE



3 ENTRY MONUMENT SIGN

SCALE: NOT TO SCALE

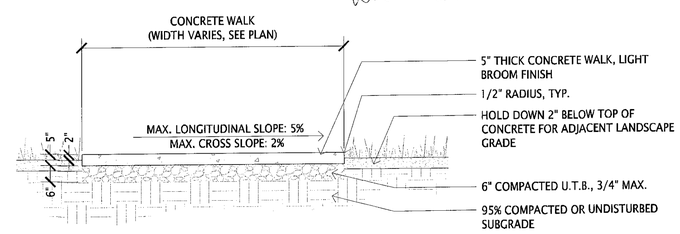


NOTES:
1. EXACT TRAIL ALIGNMENT MAY VARY FROM PLAN. CONTRACTOR SHALL STAKE ALIGNMENT IN FIELD FOR OWNER'S REVIEW AND APPROVAL AND ADJUST AS DIRECTED.

4 ASPHALT TRAIL

SCALE: NTS

-shall be adjacent to mow strip when next to the property line



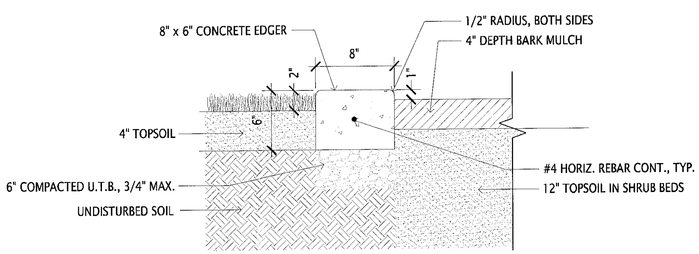
NOTES:
1. JOINT SPACING SHALL BE AS SHOWN IN JOINT SPACING SCHEDULE UNLESS OTHERWISE INDICATED ON PLANS.
2. MAX. WALK/PATH SLOPES SHALL BE PER DETAIL UNLESS OTHERWISE SHOWN ON PLAN.
3. ALL CONCRETE SHALL BE LIGHT BROOM FINISH GREY CONCRETE UNLESS OTHERWISE NOTED ON PLAN.
4. ALL CONTROL JOINTS SHALL BE TOOLED UNLESS OTHERWISE NOTED ON PLAN.

JOINT SPACING SCHEDULE

WALK WIDTH	EXPANSION JT.	CONTROL JT.
10'	60' O.C.	10' O.C.
6'	60' O.C.	6' O.C.
5'	60' O.C.	5' O.C.

5 CONCRETE WALK/ PATH

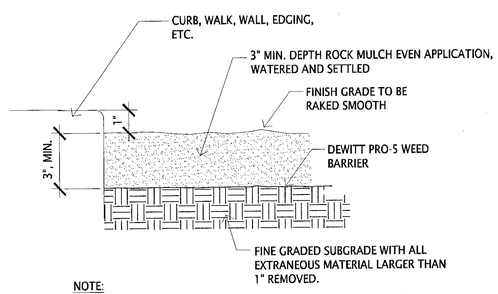
SCALE: NTS



NOTES:
1. EDGER SHALL BE FLUSH WITH ADJACENT WALK, PATH, PAVEMENT OR CURB.
2. OWNER SHALL APPROVE ALL LAYOUT AND FORM WORK PRIOR TO PLACING CONCRETE.
3. CONCRETE SHALL MEET ALL CITY AND APWA SPECIFICATIONS.
4. PLACE EXPANSION JOINTS @ 30' O.C., CONTROL JOINTS @ 10' O.C. UNLESS OTHERWISE SHOWN ON PLAN.
5. ALL CURVES IN EDGER SHALL BE TANGENT TO EACH OTHER AND TO STRAIGHT SECTIONS OF CURB.

6 CONCRETE EDGER

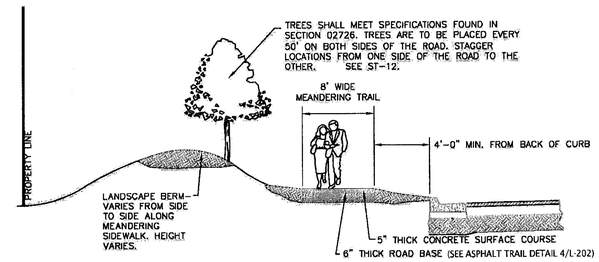
SCALE: NTS



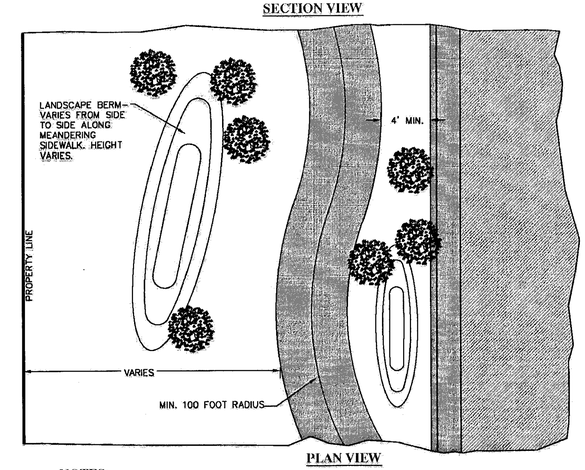
NOTE:
1. CONTRACTOR SHALL SUBMIT DECORATIVE ROCK MULCH SAMPLE TO BE APPROVED BY OWNER PRIOR TO BEGINNING WORK. MULCH TO BE ¾" SOUTHTOWN COBBLE OR SIMILAR.

7 DECORATIVE ROCK MULCH

SCALE: NTS



SECTION VIEW



PLAN VIEW

NOTES:
1. MEANDERING SIDEWALKS/TRAILS SHALL BE PERMITTED ON ARTERIAL STREETS ONLY, UNLESS APPROVED BY CITY ENGINEER.
2. CENTER LINE RADIUS OF MEANDERING SIDEWALKS/TRAILS SHALL BE APPROVED BY CITY ENGINEER.
3. CONSTRUCTION JOINTS @ 8' INTERVALS EXPANSION JOINTS @ 40' INTERVALS

8 8' ASPHALT TRAIL (SARATOGA SPRINGS DETAIL ST-15A)

SCALE: NTS

blu line designs
planning | landscape architecture | design
45 w 10000 s, suite 500
Sandy UT 84070
p 801.913.7994
CONSULTANTS

WOODSIDE HOMES
LAKESIDE NEIGHBORHOOD
SARATOGA SPRINGS, UT

REVISIONS

NO.	DATE	DESCRIPTION

Stamp
STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
07/30/15
Licensed Landscape Architect

Designed By:	SS
Drawn By:	SS
Date:	07/30/15
Checked By:	CS
Project No:	14-180

Drawing Title
LANDSCAPE DETAILS

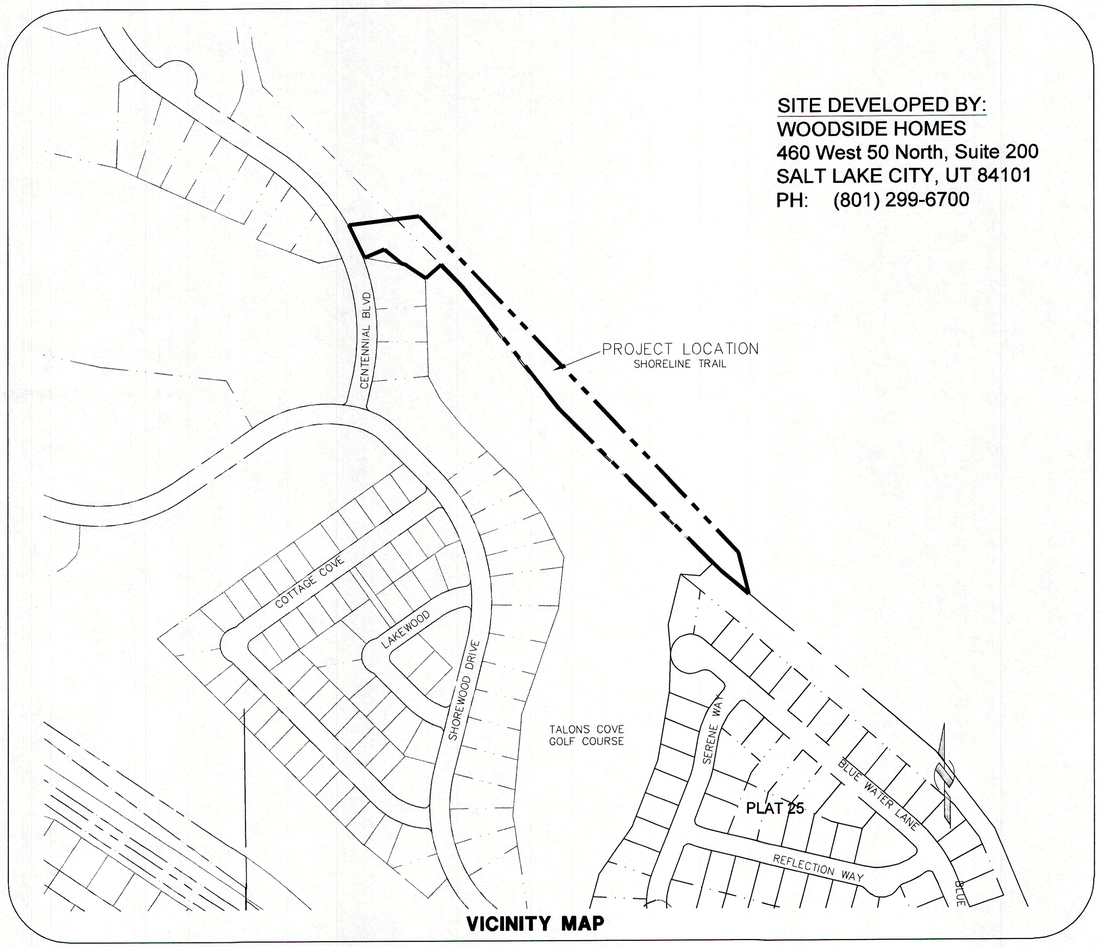
Drawing number
L-202

LAKESIDE SHORELINE TRAIL

DECEMBER 2015

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCANNED
JAN 13 2016



VICINITY MAP

SITE DEVELOPED BY:
WOODSIDE HOMES
460 West 50 North, Suite 200
SALT LAKE CITY, UT 84101
PH: (801) 299-6700

INDEX OF DRAWINGS

PAGE	DESCRIPTION
G1	TITLE SHEET
PP01	TRAIL PLAN AND PROFILE 0+00 TO 5+00
PP02	TRAIL PLAN AND PROFILE 5+00 TO 10+00
PP03	TRAIL PLAN AND PROFILE 10+00 TO 15+00
PP024	TRAIL PLAN AND PROFILE 15+00 TO 20+00
D1	DETAILS
D2	DETAILS
D3	RETAINING WALL DETAILS
SW1	STORM WATER POLLUTION PREVENTION PLAN

☐ NO EXCEPTION TAKEN ☐ SUBMIT O&M DATA
☒ FURNISH AS CORRECTED ☐ REVISE & RESUBMIT
SEE LETTER DATED ____

CORRECTIONS OR COMMENTS MADE DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONTRACT DOCUMENTS. THIS CHECK IS ONLY FOR A REVIEW OF GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE CORRELATION OF ALL QUANTITIES AND DIMENSIONS, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF HIS WORK WITH THAT OF ALL OTHER TRADES, AND THE SAFE AND SATISFACTORY PERFORMANCE OF THIS WORK.

CITY OF SARATOGA SPRINGS
Date 1/13/2016 By Shelle Wright

- A permit from FFSL must be obtained prior to constructing the trail on state land.

KEY CONTACTS & INFORMATION

1. The Owner/Developer of the project is Woodside Homes. Garrett Seely is the project manager. Bill Dixon is the construction superintendent. The office number is 801-299-6700.

2. The Engineer for the project is Bingham Engineering. Judd Lawrence is the prime contact regarding design, surveying, and revisions. He can be reached at 801-532-2520.

3. All road, water, storm drain and secondary water construction shall conform to the requirements of Saratoga Springs. Jeremy Lapin is the City Engineer, Mark Edwards is the Public Works Director. The Saratoga Springs Engineering Department number is 801-766-6506. Coordinate all inspections and testing with Saratoga Springs.

4. Contractor to contact Blue Stakes (532-5000) prior to any excavation.

5. Beverly Eldredge is the planner for Questar. Her number is 801-324-3967.

6. Bill Westfall is the planner for CenturyLink. His number is 801-374-4367.

7. Mark Steele is the planner for Rocky Mountain Power. His number is 801-756-1220.

8. The benchmark for this development shall be the Utah County Monument marking the E 1/4 corner of Section 12, T6S, R1W, SLB&M. The elevation is 4529.09'.

CITY STANDARD NOTES

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

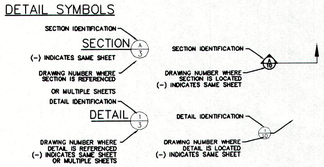
NOTICE TO CONTRACTORS

IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO CONTACT 'BLUE STAKES' UTILITY LOCATION CENTER AT 1-800-662-4111, AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION ACTIVITIES.

LEGEND

- PROPOSED WATERLINE
- FUTURE WATERLINE
- EXISTING WATERLINE
- ABANDONED WATERLINE
- PROPOSED SANITARY SEWER
- FUTURE SANITARY SEWER
- EXISTING SANITARY SEWER
- ABANDONED SANITARY SEWER
- PROPOSED STORM DRAIN
- FUTURE STORM DRAIN
- EXISTING STORM DRAIN
- ABANDONED STORM DRAIN
- PROPOSED SECONDARY WATER
- FUTURE SECONDARY WATER
- EXISTING SECONDARY WATER
- EXISTING NATURAL GAS
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD POWER
- EXISTING CABLE TV
- EXISTING WETLANDS
- EXISTING TOP OF SLOPE
- PROPOSED TOP OF SLOPE
- EXISTING TOE OF SLOPE
- EXISTING TOP OF SLOPE
- PROPOSED STREAM
- EXISTING STREAM
- PROPOSED POND WS PERIMETER
- EXISTING POND WS PERIMETER
- PROPOSED DITCH
- EXISTING DITCH
- PROPOSED DETENTION BASIN
- FUTURE DETENTION BASIN
- EXISTING DETENTION BASIN
- PROPOSED TBC
- FUTURE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- FUTURE SIDEWALK
- EXISTING SIDEWALK
- FUTURE FENCE
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED BUILDING
- FUTURE BUILDING
- EXISTING BUILDING
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED CENTERLINE
- FUTURE CENTERLINE
- EXISTING CENTERLINE
- MATCHLINE
- SECTION BOUNDARY
- PROPOSED ROW
- FUTURE ROW
- EXISTING RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING ZONING BOUNDARY
- REMOVE CURB AND GUTTER
- REMOVE PAVEMENT
- CLEAR AND GRUB
- EXISTING MONITORING WELL
- PROPOSED SEWER CLEANOUT
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED CURB INLET BOX
- PROPOSED AREA INLET BOX
- PROPOSED COMBINATION BOX
- EXISTING POST-INDICATOR VALAVE
- EXISTING FIRE DEPARTMENT CONNECTION
- EXISTING WATER METER
- EXISTING HYDRANT
- EXTSTING WATER VALVE
- EXISTING GUY WIRE
- EXISTING LIGHT POLE
- EXISTING ROOF DRAIN
- EXISTING CROSS FITTING
- EXISTING ELBOW FITTING
- EXISTING TEE FITTING
- EXISTING GAS VALVE
- EXISTING POWER POLE
- PROPOSED MONUMENT

DETAIL SYMBOLS



LAKESIDE - SHORELINE TRAIL CONSTRUCTION DRAWINGS

10/05/2015 libby P:\5265 Saratoga\5265 CAD\5265 Trail Cover.dwg

PROFESSIONAL ENGINEER No. 711874-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

REV.	DATE	DESCRIPTION
0	12/30/15	ISSUED FOR CONSTRUCTION
B	12/15/15	CITY REVIEW

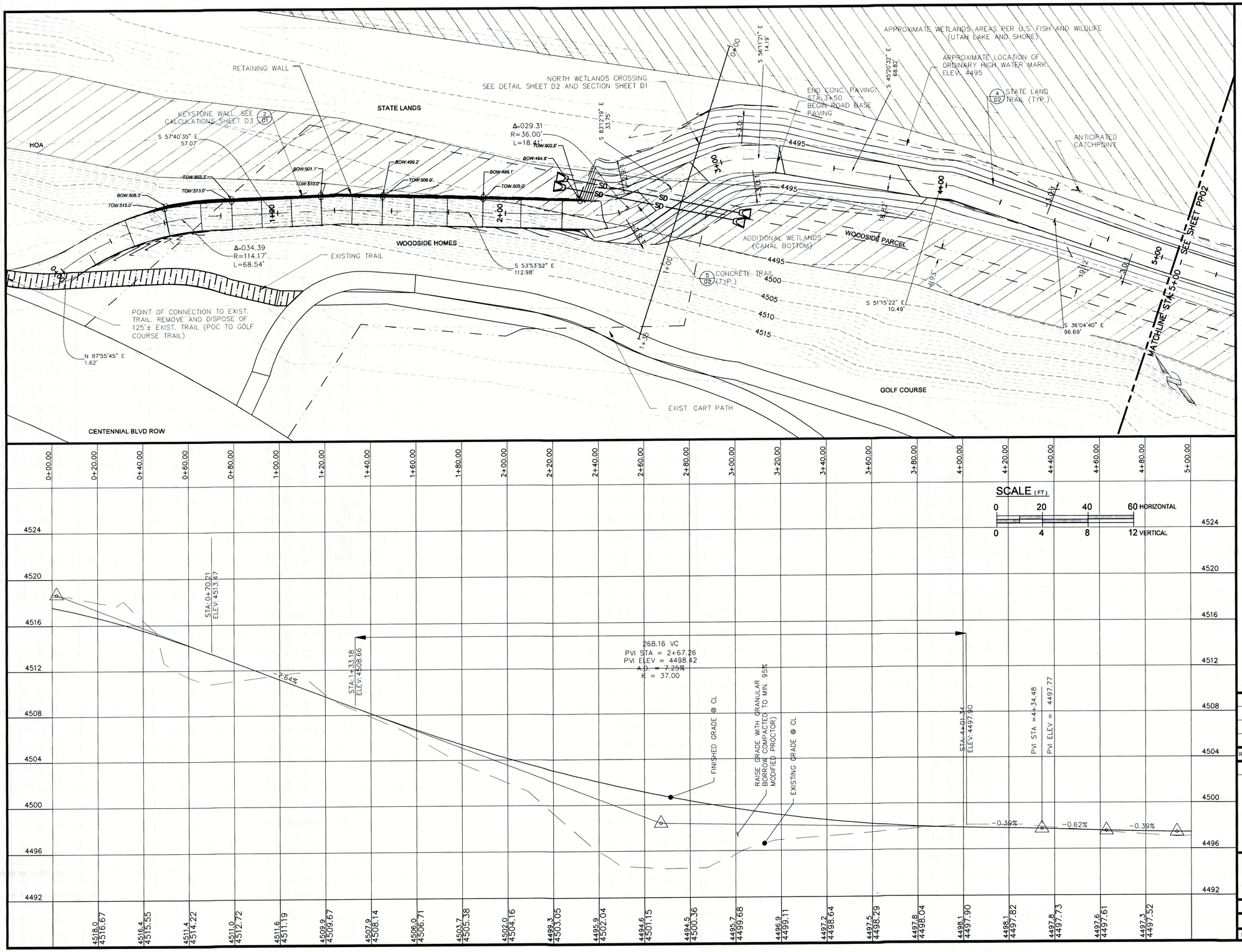
SCALE
0 200 400 600
Scale in Feet

LAKESIDE
VICINITY MAP & INDEX SHEET

PREPARED BY:
BINGHAM ENGINEERING
5160 WILEY POST WAY
SALT LAKE CITY, UTAH 84116
(801) 532-2520

APPROVED CITY ENGINEER DATE

Sht G1 of 1



NOTES:

THE TRAIL ALIGMENT SHOWN ATTEMPTS TO FOLLOW THE EXITING CHANNEL BANK TO THE EXTENT POSSIBLE. STATE LANDS RESERVES THE RIGHT TO PRESERVE ANY DESIRABLE TREES IDENTIFIED ALONG THE TRAIL PATH DURING DEMOLITION AND CONSTRUCTION AND TO REDIRECT THE TRAIL. AS SUCH, THE TRAIL ALIGNMENT SHOWN IS APPROXIMATE WITH THE FOLLOWING CRITERIA:

A. MINIMAL IMPACTS AND ENCROACHMENTS OF STATE PROPERTIES
B. TOTAL IMPACTED WETLAND AREA IS LESS THAN 1/10 OF AN ACRE
C. ENVIRONMENTALLY SENSITIVE
D. TRAIL SURFACE REMAINS ONE FOOT ABOVE THE 100 YEAR HIGH WATER ELEVATION (HIGH WATER = 4495, MIN. TOP OF TRAIL = 4496)
E. CHANGE IN VERTICAL SLOPE SHALL NOTE EXCEED 1% WITHOUT A VERTICAL CURVE
F. TRAIL HORIZONTAL RADII SHALL BE A LARGE AS POSSIBLE
G. FINAL AS-BUILT DRAWINGS ARE PROVIDED TO THE CITY
H. TRAIL SLOPE IS NOT TO EXCEED 8%.

ALL PROVIDED QUANTITIES ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON ANY STATE LANDS TRAIL REALIGNMENT.

TRAIL LENGTH

TOTAL TRAIL LENGTH (OFF-SITE ONLY): 1,730 FT

CUT/FILL

TOTAL CUT: 80 CY

TOTAL FILL: 2,080 CY

IMPORT: 2,000 CY

WETLAND

DISTURBED (FILL) FOOTPRINT

NORTH: 2,000 SF

SOUTH: 1,620 SF

TOTAL: 3,620 (LESS THAN 1/10 ACRES 4,356 SF)

1. INSTALL SILT FENCE PRIOR TO ANY CONSTRUCTION ACTIVITIES AND MAINTAIN THROUGHOUT COMPLETION.
2. NO CONSTRUCTION EQUIPMENT OR MATERIALS SHALL DISTURB LANDS OUTSIDE OF SILT FENCE. CONTRACTOR SHALL ENSURE PROTECTION OF ALL WETLAND AREAS.
3. PRESERVE AND PROTECT ALL TREES DESIGNATED TO REMAIN.
4. ROUTE TRAIL AROUND REMAINING TREES AS NECESSARY.
5. MINIMIZE DISTURBED AREAS WHEREVER POSSIBLE.
6. COORDINATE DEMOLITION AND CONSTRUCTION ACTIVITIES WITH STATE LANDS.
7. CUT UP AND DISPOSE OF OFFSITE ALL TREES DESIGNATED FOR REMOVAL. REMOVE ROOT BALL.
8. PLACE REST AREAS PER FIELD DIRECTION FROM STATE LANDS.
9. INSTALL KEYSTONE RETAINING WALL PER ALL MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AND DETAILS.
10. BUILDING PERMIT FOR WALL IS REQUIRED PRIOR TO CONSTRUCTION.

PROFESSIONAL ENGINEER No. 7316374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

Rev.	By	Date	Remarks
0	AEP	12/30/15	FOR CONSTRUCTION
B	AEP	12/15/15	CITY REVIEW

WOODSIDE HOMES

SHORELINE TRAIL

PLAN AND PROFILE

STA:0+00 TO STA:5+00

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: ____ Drw: ____ Chk: ____ Rvw: ____

Sht PP01 of 4

Print Date: 12/30/2015 | Created: 11/30/15 | Proj. # 5265

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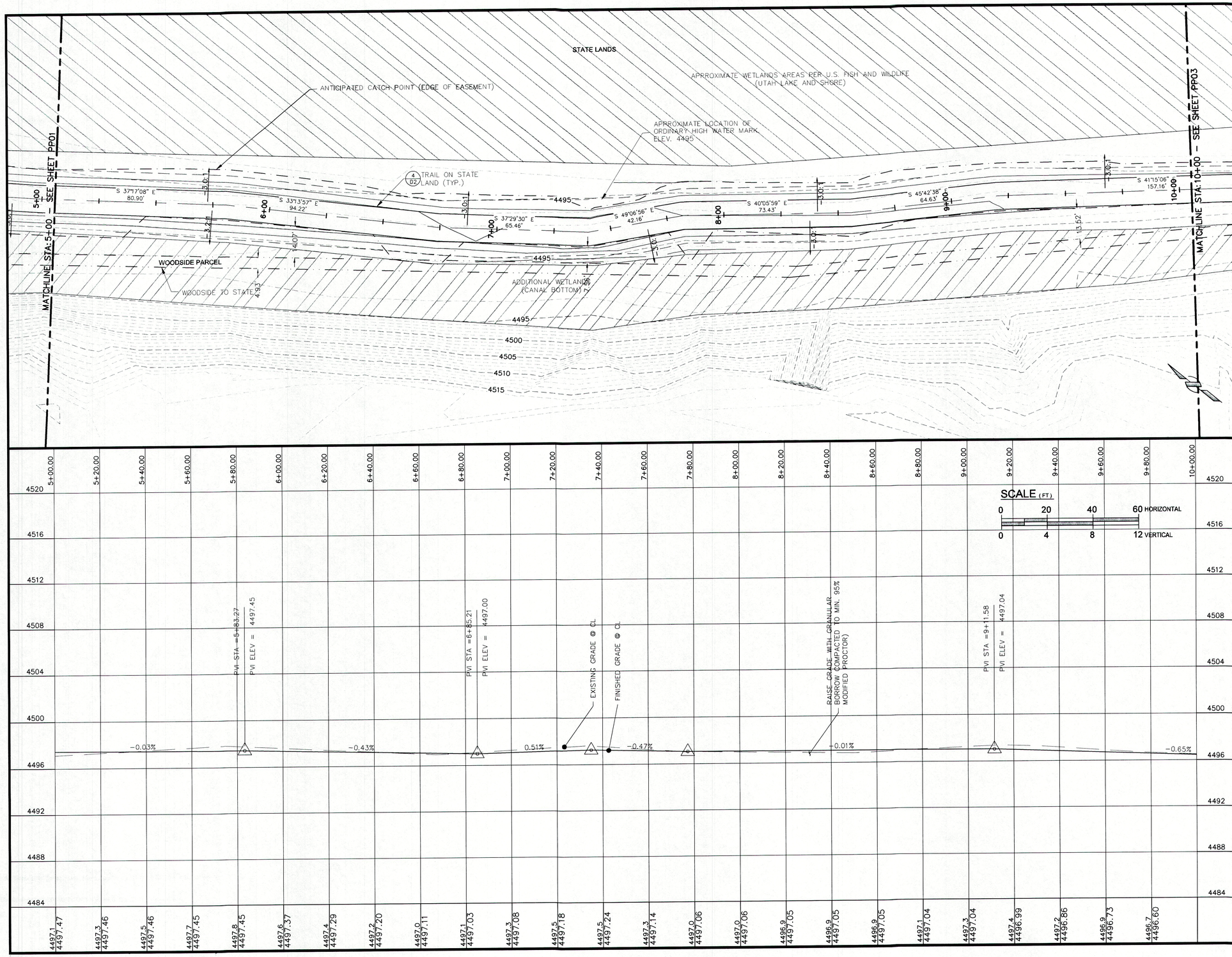

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PROFESSIONAL ENGINEER No. 7318374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

Rev.	By	Date	Remarks
0	AEP	12/30/15	FOR CONSTRUCTION
B	AEP	12/15/15	CITY REVIEW

WOODSIDE HOMES

SHORELINE TRAIL

PLAN AND PROFILE

STA:5+00 TO STA:10+00

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: Drw: Chk: Rvw:

Sht PP02 of 4

Print Date: 12/30/2015 Created: 11/30/15 Proj: # 5265

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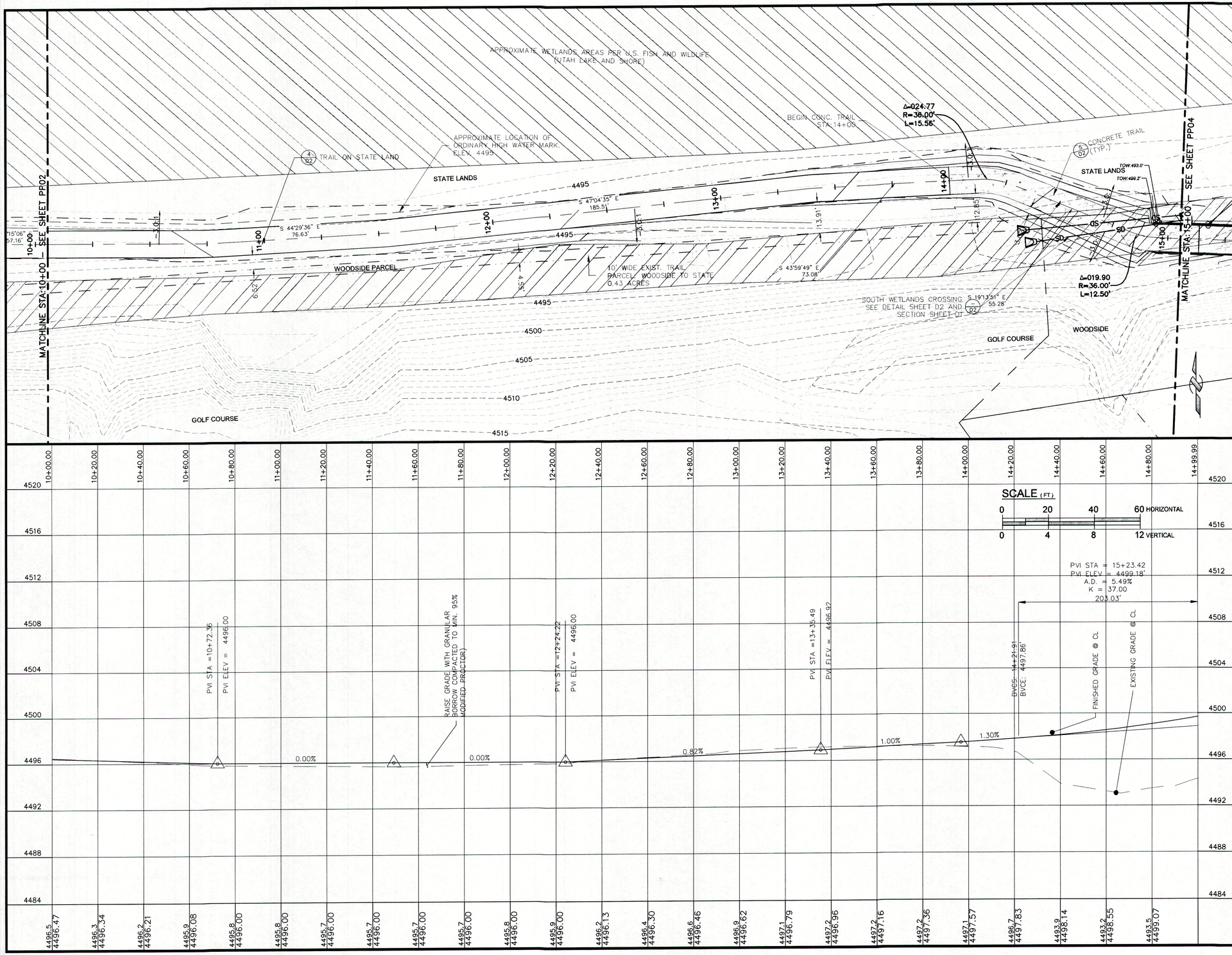

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E. CHANGE IN VERTICAL SLOPE SHALL NOTE EXCEED 1% WITHOUT A VERTICAL CURVE
F. TRAIL HORIZONTAL RADII SHALL BE A LARGE AS POSSIBLE
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TRAIL LENGTH

TOTAL TRAIL LENGTH (OFF-SITE ONLY): 1,730 FT

CUT/FILL

TOTAL CUT: 80 CY
TOTAL FILL: 2,080 CY
IMPORT: 2,000 CY

WETLAND

DISTURBED (FILL) FOOTPRINT

NORTH: 2,000 SF
SOUTH: 1,620 SF
TOTAL: 3,620 (LESS THAN 1/10 ACRES 4,356 SF)

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8. PLACE REST AREAS PER FIELD DIRECTION FROM STATE LANDS.
9. INSTALL KEYSTONE RETAINING WALL PER ALL MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AND DETAILS.
10. BUILDING PERMIT FOR WALL IS REQUIRED PRIOR TO CONSTRUCTION.

PROFESSIONAL ENGINEER No. 7318374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

Rev.	By	Date	Remarks
0	AEP	12/30/15	FOR CONSTRUCTION
B	AEP	12/15/15	CITY REVIEW

WOODSIDE HOMES

SHORELINE TRAIL
PLAN AND PROFILE
STA:10+00 TO STA:15+00

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: Drw: Chk: Rvw:

Sht PP03 of 4

Print Date: 12/30/2015 Created: 11/30/15 Proj. # 5265

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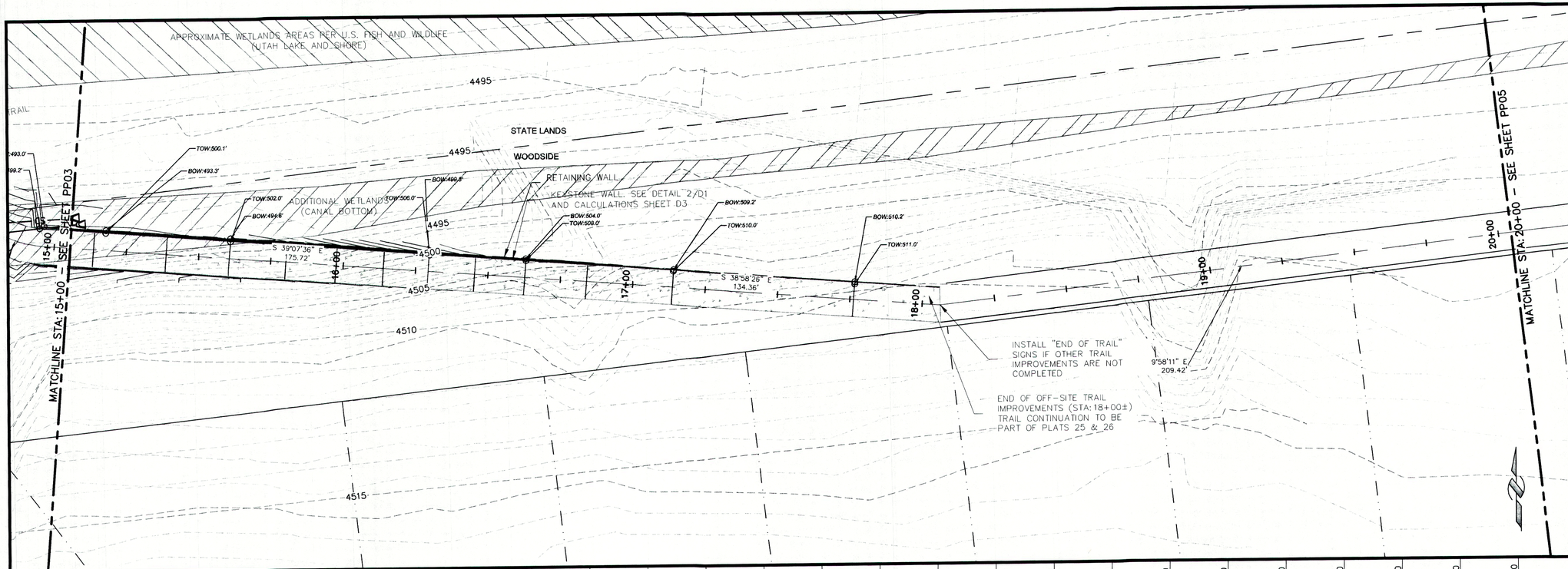

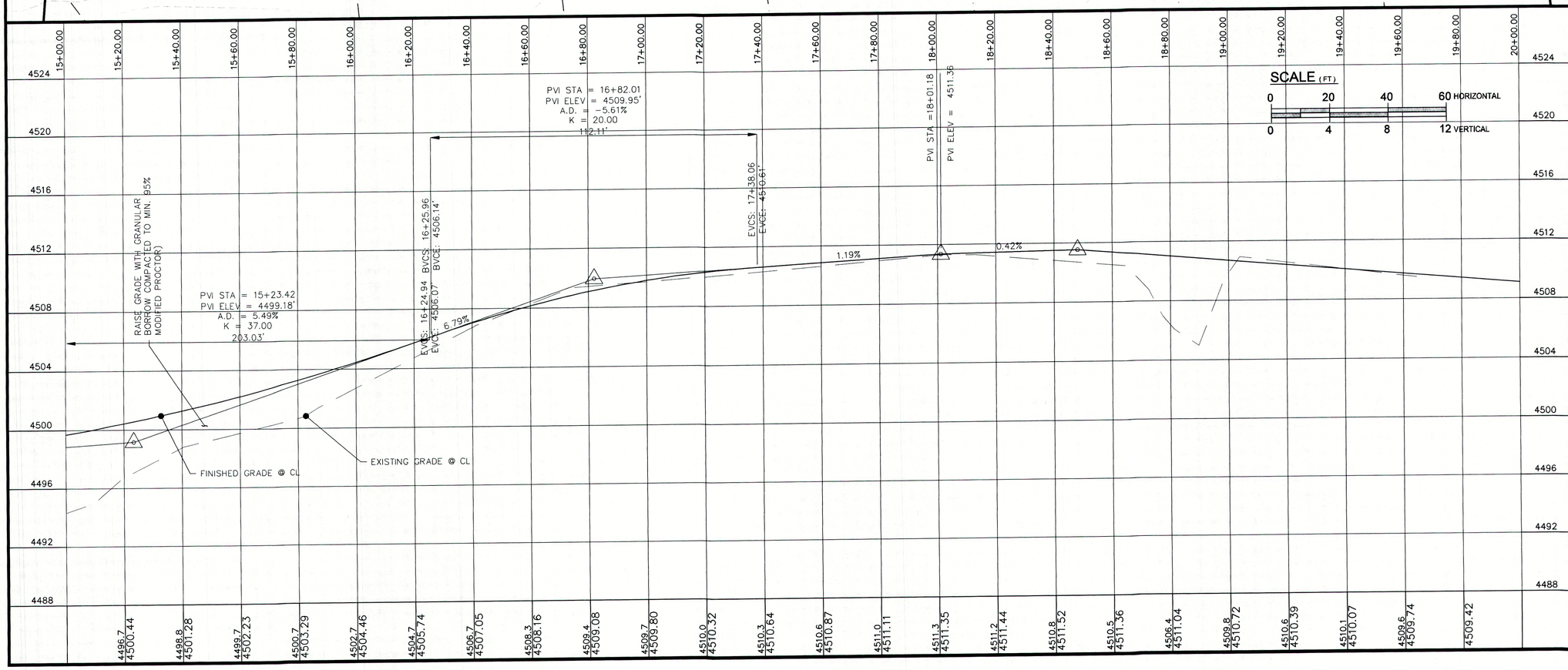

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0	AEP	12/30/15	FOR CONSTRUCTION
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WOODSIDE HOMES

SHORELINE TRAIL

PLAN AND PROFILE

STA:15+00 TO STA:20+00

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: ____ Drw: ____ Chk: ____ Rvw: ____

Sht PP04 of 4

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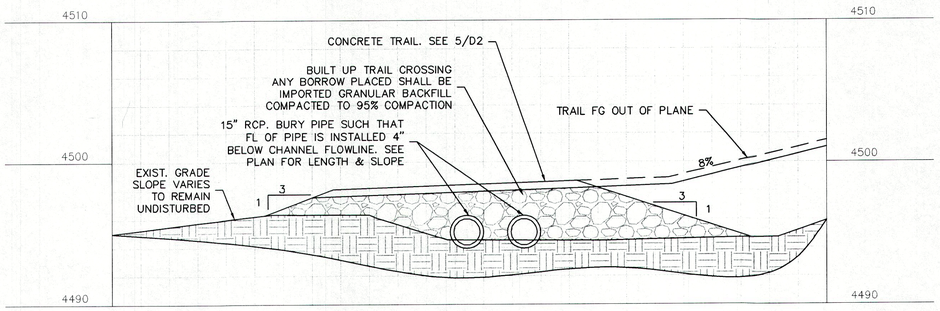
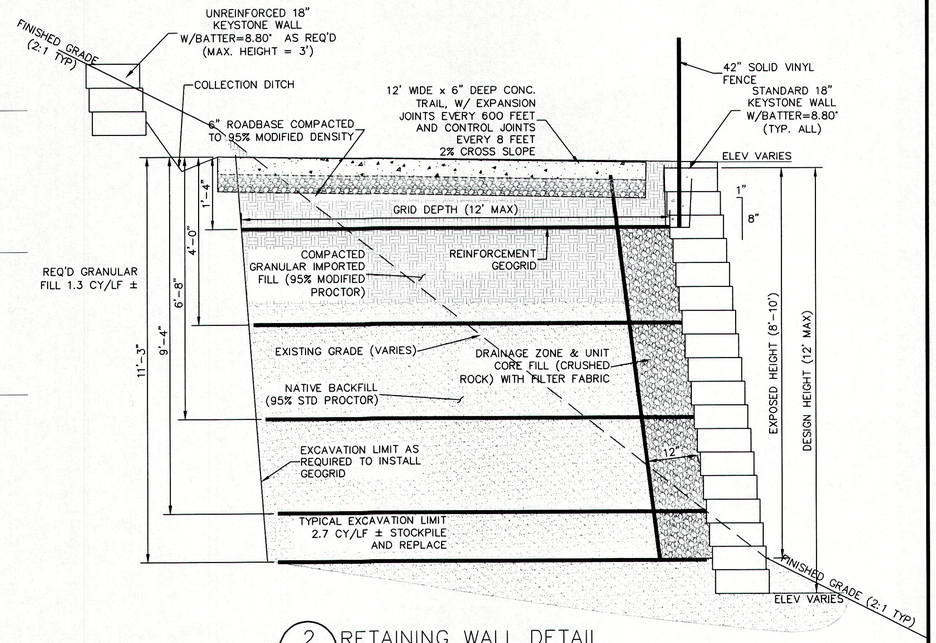
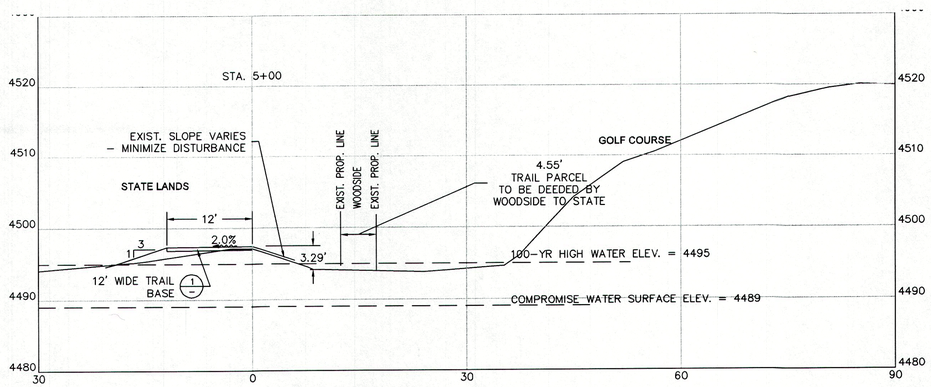


1 / – NORTH WETLANDS CROSSING DETAIL

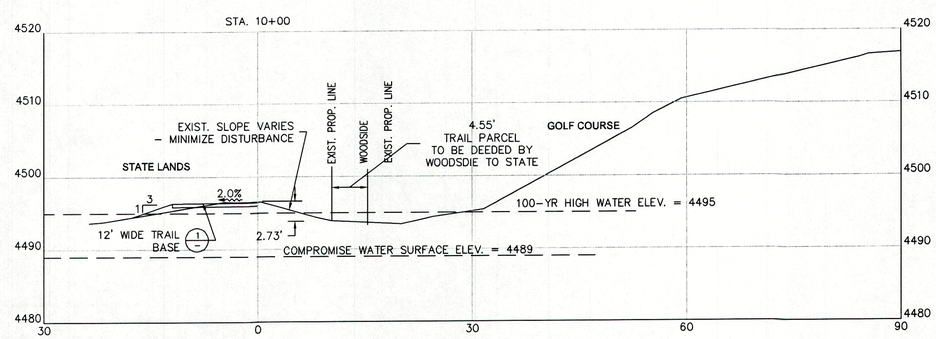
(SOUTH CROSSING SIMILAR)



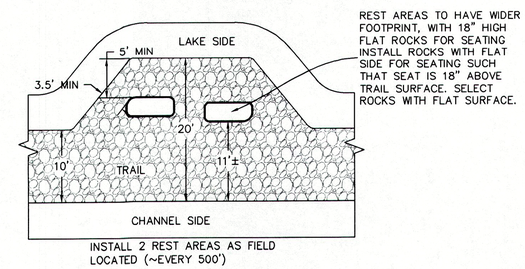
2 / – RETAINING WALL DETAIL



CROSS-SECTION NOTES:
TRAIL MUST BE ONE FOOT ABOVE 100-YR HIGH WATER
HIGH WATER ELEVATION: 4495
MIN. TRAIL SURFACE: 4496



CROSS-SECTIONS AT STA: 5+00 AND 10+00



INSTALL 2 REST AREAS AS FIELD LOCATED (~EVERY 500')

3 / – REST AREA DETAIL

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WOODSIDE HOMES

SHORELINE TRAIL PROPOSED DETAILS

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

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Sht D1 of 2

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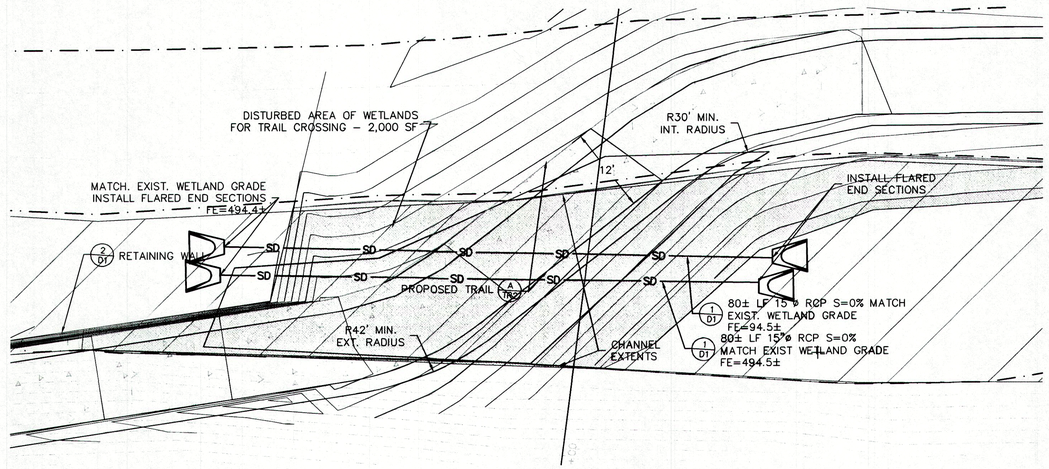
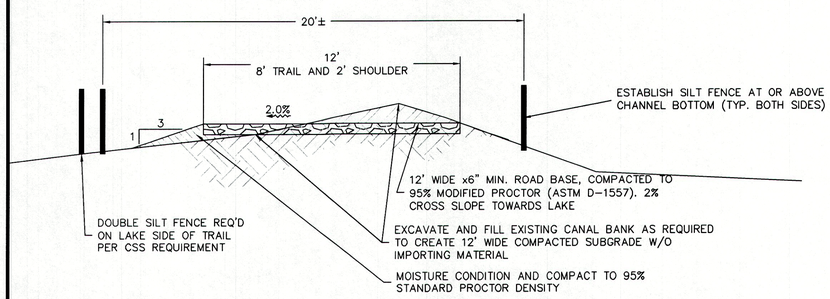


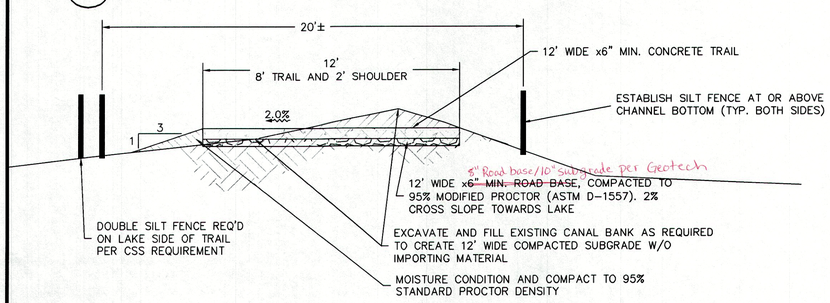
WETLAND CROSSING DETAIL

(NORTH END, SOUTH END SIMILAR)

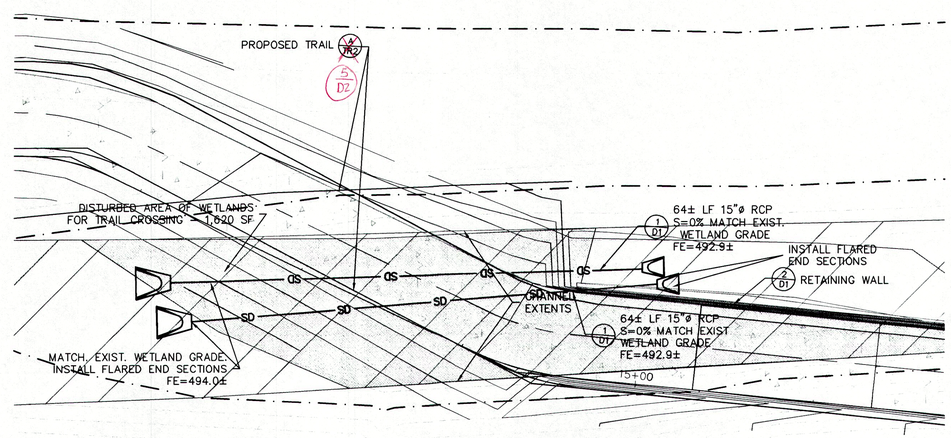
NOTE: REMOVE ALL TAMARISKS AND RUSSIAN OLIVE TREES, EXCEPT THOSE DESIGNATED TO REMAIN. ALL COTTONWOODS AND OTHER TREE SPECIES ARE TO BE PROTECTED – ROUTE TRAIL AROUND TREES AS REQUIRED.



4 – TYPICAL CROSS-SECTION ON STATE LAND



5 – TYPICAL CONCRETE CROSS-SECTION



SOUTH WETLAND CROSSING DETAIL

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WETLAND

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SOUTH: 1,620 SF

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PROFESSIONAL ENGINEER No. 7518374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

Rev.	By	Date	Remarks
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B	AEP	12/15/15	CITY REVIEW

WOODSIDE HOMES

SHORELINE TRAIL

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NOTES:

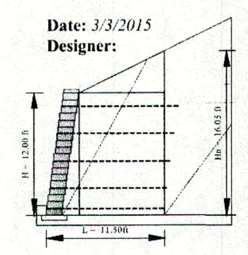
KEYSTONE RETAINING WALL SYSTEMS

RETAINING WALL DESIGN

KeyWall_2012 Version 3.7.2 Build 10

Project: *New Project*
Project No: *Project Number*
Case: *Case 1*
Design Method: *AASHTO-LRFD (vertical soil interface) Strength I / Extreme I*

Date: *3/3/2015*
Designer:



Design Parameters

Soil Parameters:	φ deg	c psf	γ pcf
Reinforced Fill	*33*	*0*	*115*
Retained Zone	*33*	*0*	*115*
Foundation Soil	*33*	*0*	*115*

Reinforced Fill Type: *Sand, Silt or Clay*
Unit Fill: *Crushed Stone, 1 inch minus*

Seismic Method: *Section 11.10.7, Min Displacement* **A=***0.26 g,* **Kh(Ext)=***0.309* , **Kh(Int)=***0.309* , **Kv=***0.000*

Load Factors for Strength I are: / *Load Factors for Extreme I are:*
(the larger values are driving (EVd), the lessor values are resisting (EVr), Max for Vertical Components)

	Strength I			Extreme I		
EH	1.50 to 0.90	RF_bearing	0.65	EH 1.50 to 0.90	RF_bearing	0.65
EV	1.35 to 1.00	RF_pullout	0.90	EV 1.35 to 1.00	RF_pullout	1.20
ES	1.50 to 0.75	RF_sliding	1.00	ES 1.50 to 0.75	RF_sliding	1.00
LL	1.75 to 0.00	RF_tension	0.90	LL 0.50 to 0.00	RF_tension	1.20
		RF_conn	0.90		RF_conn	1.20

Design Preferences

Reinforcing Parameters: *Mirafi XT Geogrids*

	Tult	RFcr	RFd	RFid	LTDS	Tal	Ci	Cds	α	
3XT	3500	1.58	1.10	1.10	1831	1648/ *	0.90	0.90	0.80	* See Tal below

Analysis: ***Case: Case 1***
New Case
Unit Type: *Standard 18" / 120.00 pcf* — *Wall Batter: 8.00 deg*
Leveling Pad: *Crushed Stone*
Wall Ht: *12.00 ft* — *embedment: 1.00 ft*
BackSlope: *26.00 deg. slope,* — *20.00 ft long*
Surcharge: *LL: 100 psf uniform surcharge* — *DL: 0 psf uniform surcharge*
Load Width: 10.00 ft — *Load Width: 100.00 ft*

Results:	Sliding	Overturning	Bearing	Shear	Bending
CDR	*1.53/1.02*	*3.12/1.89*	*6.46/3.96*	*4.05/2.71*	*3.61/1.52*

Calculated Bearing Pressure: *2436 / 3192 / Unfactored bearing = 1745 psf*
Eccentricity at base: 0.50 ft/1.69 ft
Reinforcing: (ft & lbs/ft)

Layer	Height	Length	Calc. Tension	Reinf. Type	Allow Ten Tal	Pk Conn Tcl	Pullout CDR
5	10.67	11.5	271 / 555	3XT	1648/2716 ok	1195/1275 ok	>10/5.28 ok
4	8.00	11.5	554 / 884	3XT	1648/2562 ok	1336/1425 ok	8.52/5.70 ok
3	5.33	11.5	824 / 1208	3XT	1648/2499 ok	1476/1574 ok	8.69/6.32 ok
2	2.67	11.5	942 / 1382	3XT	1648/2497 ok	1616/1724 ok	>10/7.76 ok
1	0.67	11.5	799 / 1283	3XT	1648/2557 ok	1659/1770 ok	>10/ >10 ok

DETAILED CALCULATIONS

Project: *New Project*
Project No: *Project Number*
Case: *Case 1*
Design Method: *AASHTO-LRFD (vertical soil interface) Strength I / Extreme I*

Date: *3/3/2015*
Designer:

Soil Parameters:	φ deg	c psf	γ pcf
Reinforced Fill	*33*	*0*	*115*
Retained Zone	*33*	*0*	*115*
Foundation Soil	*33*	*0*	*115*

Leveling Pad: ***Crushed Stone***

Modular Concrete Unit: *Standard 18"*
Depth: *1.50 ft* **In-Place Wt:** *120 pcf*

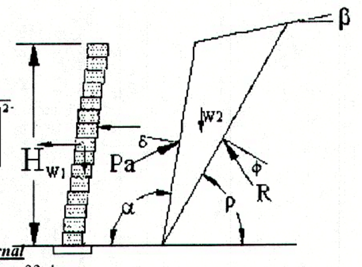
Geometry

Internal Stability
(Horizontal geometry)
Height: 12.00 ft
BackSlope:
Angle: 26.0 deg
Height: 9.75 ft
Batter: 8.00deg
Surcharge:
Dead Load: 0.00 psf
Live Load: 100.00 psf
Base width: 11.5 ft

External Stability
(Broken geometry)
Height: 16.05 ft
Angle: 26.0 deg
Height: 5.70 ft
Batter: 0.00deg
Dead Load: 0.00 psf
Live Load:100.00 psf

Earth Pressures:

$$k_a = \frac{\sin^2(\alpha+\phi)}{\sin^2\alpha\,\sin(\alpha-\delta)\left[1+\sqrt{\frac{\sin(\phi+\delta)\sin(\phi-\beta)}{\sin(\alpha-\delta)\sin(\alpha+\beta)}}\right]^2}$$



Internal		***External***	
φ	= 33 deg	φ	= 33 deg
α	= 98.00 deg	α	= 90.00 deg
β	= 0.00 deg	β	= 26.00 deg
δ	= 0.00 deg	δ	= 19.55 deg
H	= 12.00 ft		
ka	= 0.244	ka	= 0.386

Hinge Height: Hinge Ht= 11 ft

Reinforcing Parameters: *Mirafi XT Geogrids*

	Tult	RFcr	RFd	RFid	LTDS	Tal	Ci	Cds	α	
3XT	3500	1.58	1.10	1.10	1831	1648/ *	0.90	0.90	0.80	* See Tal Page 1

Connection Parameters: Mirafi XT Geogrids

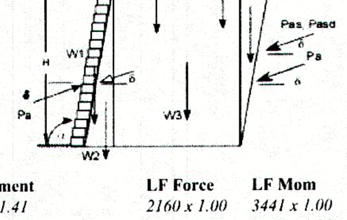
	Frictional 1	Break Pt	Frictional 2
3XT	Tcl= Ntan(18.00) + 1250	1800	Tcl= Ntan(4.00) +1709

Unit Shear Data
Shear = N tan(40.00)
Inter-Unit ShearShear = N tan(17.40) + 1550.00

Calculated Reactions
effective sliding length = 11.50 ft

$Pa := 0.5H \cdot (\gamma \cdot H \cdot ka - 2c \cdot \sqrt{ka})$
$Pa_h := Pa \cdot \cos(\delta)$
$Pa_v := Pa \cdot \sin(\delta)$

$P_q := q \cdot H \cdot ka$
$Pq_h := P_q \cdot \cos(\delta)$
$Pq_v := P_q \cdot \sin(\delta)$



Reactions are:

Area	Force	Arm-x	Arm-y	Moment	LF Force	LF Mom
W1	*2160.00*	*[1.593]*	*6.000*	*3441.41*	*2160 x 1.00*	*3441 x 1.00*
W2	*1163.68*	*[2.624]*	*4.000*	*3053.87*	*1164 x 1.00*	*3054 x 1.00*
W3	*11472.64*	*[7.343]*	*6.000*	*84246.44*	*11473 x 1.00*	*84246 x 1.00*
W5	*1938.29*	*[8.729]*	*13.352*	*16918.99*	*1938 x 1.00*	*16919 x 1.00*
Pa_h	*5385.27*	*11.500*	*[5.352]*	*-28819.78*	*5385 x 1.50*	*-28820 x 1.50*
Pa_v	*1911.92*	*[11.500]*	*[5.352]*	*21987.07*	*1912 x 1.50*	*21987 x 1.50*
Pql_h	*152.03*	*11.500*	*[8.027]*	*-1220.42*	*152 x 1.75*	*-1220 x 1.75*
Pql_v	*53.98*	*[11.500]*	*[8.027]*	*620.72*	*54 x 1.75*	*621 x 1.75*

SumV = *18700.51* *Sum Mr =* *130268.50* *S Vr =19696.95* *S Mr =141727.58*
SumH = *5537.31* *Sum Mo =* *-30040.19* *S Vo =8343.97* *S Mo =-45365.39*

Calculate Sliding at Base
For sliding,
Vertical Force = Sum(Wi)*EVr + Pa_v*EH + qv*LLd + qdv*ESd = 19697
The resisting force within the rein. mass , Rf_1 = N tan(33) x 1.00
= 12791
The resisting force at the foundation, Rf_2 = N tan(33.00) x 1.00
= 12791
The driving forces, Df, are the sum of the external earth pressures:
Pa*EH + Pql*LL + Pqd*ES = 8344
The CDR for Sliding is RF/DF1 = 1.53

Calculate Overturning:
Overturning Moment = Mo / SumMo1 =
Sum(m Wi)*EVr + m Pa_v*EH + m qv*LLd + m qdv*ESd = -45365
Resisting moment: Mr = Sum Mr = 141728
CDR of Overturning is Mr/Mo = 3.12

Calculate eccentricity at base: with Surcharge / without Surcharge
Sum Moments = 96362 / 96362
Sum Vertical = 19697/19697
Base Length = 11.50
e = 0.858 / 0.858

Calculate Ultimate Bearing based on shear:
where:
Nq = 26.09
Nc = 38.64
Ng = 35.19 (ref. Vesic(1973, 1975) eqns)
RFbrg = 0.65
e = 0.505
Qult * RFbrg = 15747 psf
Equivalent footing width, B' = L -2e = 10.49
Bearing pressure = sumV/B' = 2436 psf / Unfactored Bearing Pressure = 1745 psf
CDR for bearing = Qult / Bearing = 6.46

Internal Stability:
For LRFD methods the appropriate load and reduction factors are included.
Calculate Tensions in Reinforcing:
The tensions in the reinforcing layer, and the assumed load at the connection,
is the vertical area supported by each respective layer, Sv.Column [7] is '2c sqrt(ka)'.

Table of Results ppf

[1] Layer	[2] Depth zi	[3] h1	[4] ka/rho	[5] Pa [EVd]	[6] (Pas+Pasd) [EVd]	[7] c	[8] (5+6)cos(d)-7	[9] Ti	[10] Tcl [RF_Conn]	[11] Tsc
5	1.33	1.33	0.244/62	135	136	0	271	271	1195	N/A
4	4.00	4.00	0.244/62	404	150	0	554	554	1336	N/A
3	6.67	6.67	0.244/62	674	150	0	824	824	1476	N/A
2	9.33	9.17	0.244/62	811	131	0	942	942	1616	N/A
1	11.33	11.17	0.244/62	705	94	0	799	799	1659	N/A

Calculate sliding on the reinforcing:

The shear value is the lessor of base-shear or inter-unit shear.

[1] Layer	[2] Depth zi	[3] N [EVr, ESr]	[4] Li	[5] Cds	[6] τ	[7] RF [RF_Sld]	[8] ka	[9] Pa [EH]	[10] Pas+Pasd [LLd, ESd]	[11] DF	[12] CDR
5	1.33	3577	10.00	0.90	1625	3716	0.417	1044	0	984	3.78
4	4.00	6680	10.00	0.90	1776	5680	0.415	2323	33	2220	2.56
3	6.67	10058	10.00	0.90	1926	7805	0.406	4030	116	3907	2.00
2	9.33	13681	10.00	0.90	2076	10073	0.396	6123	201	5960	1.69
1	11.33	16551	10.00	0.90	2152	11826	0.386	7886	302	7716	1.53

Calculate pullout of each layer

The CDR (R*/S*) of pullout is calculated as the individual
layer pullout (Rf) divided by the tension (Df) in that layer
The angle of the failure plane is 28.50 degrees from vertical.

[1] Layer	[2] Depth zi	[3] Le	[4] SumV [EVr, ESr]	[5] Ci	[6] POi [RF_PO]	[7] Ti	[8] CDR_PO
5	1.33	5.71	3263	0.90	2746	271	10.15
4	4.00	6.78	5609	0.90	4721	554	8.52
3	6.67	7.85	8504	0.90	7157	824	8.69
2	9.33	8.93	11947	0.90	10055	942	10.67
1	11.33	9.73	14890	0.90	12532	799	15.68

Check Shear & Bending at each layer

Bending on the top layer is the CDR of overturning of the Units
(Most surcharge loads need to be moved back from the face.)

[1] Layer	[2] Depth zi	[3] Si	[4] DM [EH, ESd, LLd]	[5] Pv	[6] RM [DCr]	[7] CDR_b	[8] DS [EH, LLd, ESd]	[9] RS	CDR_Sh
5	1.33	1.33	21	240	182	8.82	47	1625	34.95
Seismic	1.33	1.33	120	240	182	1.52	183	1625	8.86
4	4.00	2.67	153	480	554	3.61	242	1776	7.35
Seismic	4.00	2.67	258	480	554	2.14	401	1776	4.43
3	6.67	2.67	245	960	905	3.70	378	1926	5.09
Seismic	6.67	2.67	369	960	905	2.45	568	1926	3.39
2	9.33	2.67	335	1440	1256	3.75	513	2076	4.05
Seismic	9.33	2.67	497	1440	1256	2.53	767	2076	2.71
1	11.33	2.00	230	1860	1583	6.87	467	2152	4.61
Seismic	11.33	2.00	363	1860	1583	4.36	740	2152	2.91

EXTERNAL STABILITY

Horizontal Acceleration = 0.26g
Vertical Acceleration = 0.00g
Am= (1.45-A)A = 0.309
Kh(ext) = Am = 0.309
Kh(int) = Am = 0.309
Inertia Force of the Face:
W1s = H x Wu x gamma = 2160.00 ppf

Inertia Forces of the soil mass:
W2s = H x (H2/2 - face depth) * gamma
= 12.00 x 5.41 x 115.00
= 7462.22 ppf
W3s = 1/2 x sqr(H2/2 - 1 ft) x tan(beta) x gamma
= 978.69 ppf
Pif = W1 * kh(ext) = 2160.00 x 0.309 = 668.30
Pir = W2s * kh(ext) = 7462.22 x 0.309 = 2308.81
Pis = W3s * kh(ext) = 978.69 x 0.309 = 302.81

Seismic Thrust , Pae
D_Kae = Kae - Ka = 0.628 - 0.386 = 0.243
Pae = 0.5 x gamma x sqr(H2) x D_Kae = 0.5 x 115.00 x sqr(13.81) x 0.243 = 2661.96
Pae_h/2 = Pae x cos(delta)/2 = 1254.28
Pae_v/2 = Pae x sin(delta)/2 = 445.30
Paeql = qd x H2 x D_Kae = 26.06 x 13.81 x 0.243 = 87.33
Paeql_h/2 = Paeqd x cos(delta)/2 = 41.15
Paeql_v/2 = Paeqd x sin(delta)/2 = 14.61

Calculated Reactions
effective sliding length = 11.50 ft

Reactions for Seismic Calculations

Area	Force	Arm-x	Arm-y	Moment	LF Force	LF Mom
W1	*2160.00*	*[1.593]*	*6.000*	*3441.41*	*2160 x 1.00*	*3441 x 1.00*
W2	*1163.68*	*[2.624]*	*4.000*	*3053.87*	*1164 x 1.00*	*3054 x 1.00*
W3	*11472.64*	*[7.343]*	*6.000*	*84246.44*	*11473 x 1.00*	*84246 x 1.00*
W5	*1938.29*	*[8.729]*	*13.352*	*16918.99*	*1938 x 1.00*	*16919 x 1.00*
Pa_h	*5385.27*	*11.500*	*[5.352]*	*-28819.78*	*5385 x 1.50*	*-28820 x 1.50*
Pa_v	*1911.92*	*[11.500]*	*[5.352]*	*21987.07*	*1912 x 1.50*	*21987 x 1.50*
Pql_h	*152.03*	*11.500*	*[8.027]*	*-1220.42*	*152 x 0.50*	*-1220 x 0.50*
Pql_v	*53.98*	*[11.500]*	*[8.027]*	*620.72*	*54 x 0.50*	*621 x 0.50*
Pir	*2308.81*	*4.204*	*[6.000]*	*-13852.87*	*2308.81*	*-13852.87*
P_if	*668.30*	*1.593*	*[6.000]*	*-4009.82*	*668.30*	*-4009.82*
P_is	*302.81*	*5.105*	*[12.879]*	*-3899.87*	*302.81*	*-3899.87*
Pae_h/2	*1254.28*	*6.907*	*[8.289]*	*-10396.59*	*1254.28*	*-10396.59*
Pae_v/2	*445.30*	*[6.907]*	*8.289*	*3075.89*	*445.30*	*3075.89*
Paeql_h/2	*41.15*	*6.907*	*[8.289]*	*-341.10*	*41.15*	*-341.10*
Paeql_v/2	*14.61*	*[6.907]*	*8.289*	*100.92*	*14.61*	*100.92*
Paeqd_h/2	*0.00*	*6.907*	*[8.289]*	*0.00*	*0.00*	*0.00*
Paeqd_v/2	*0.00*	*[6.907]*	*8.289*	*0.00*	*0.00*	*0.00*

SumV = *19160.42* *Sum Mr =* *133445.31* *S Vr = 20089.39* *S Mr =144128.48*
Sum H = *10112.66* *Sum Mo =* *-62540.44* *S Vo =12729.28* *S Mo =-76340.12*

Sliding Calculations
Pa_h = 5385.27 ppf
Pae_h/2 = 1295.43 ppf
Pql_h = 152.03 ppf
Pqd_h = 0.00 ppf
PIR = 3279.92 ppf
Resisting Forces, RF = (W1 + W2 + W3 + W4 + W5 + W6 + Pav + Pae_v) tan(phi)
Foundation fill = 20089.39 x tan(33.00) x RFsl =13046.20
CDR = RF/(Pa_h + Pae_h/2 + Pql_h + Pqd_h + P_ir)
= 1.02

Overturning Calculations
Overturning moment: Mo = Sum Mo = -76340
Resisting Moments Mr = Sum Mr = 144128
CDR for Overturning = Mr/Mo1 = 1.89

Calculate eccentricity at base:
Sum Moments = 105470
Sum Vertical = 25947
Base Length = 11.50
e = 1.685

Calculate Ultimate Bearing based on shear:
where:
Nq = 26.09
Nc = 38.64
Ng = 35.19 (ref. Vesic(1973, 1975) eqns)
RFbrg = 0.65
e = 1.685
Qult * RFbrg = 12642 psf

Equivalent footing width, B' = L -2e = 8.13
Bearing pressure = sumV/B' = 3192 psf
CDR For Bearing = Qult/ Bearing1 = 3.96

INTERNAL STABILITY
kh(int) = (1.45-A) A
= (1.45 - 0.26) 0.26 = 0.309

Inertia Forces
W1 = 1.50 x 12.00 x 120.00 x kh_int) = 668.30 ppf
Wedge = Wedge x kh_int [for failure plane angle of 61.50deg.]
= 4221.53 x 0.31 = 1306.14 ppf
Dead Load = = 0.00 ppf

Total Additional Internal Dynamic Loading
1306.14 + 668.30 + 0.00 = 1974.45 ppf

Tension in Reinforcing

Layer	Le (ft)	Tension	Dyn Tension	Total Tension(ppf)	CDR Pullout
5	5.71	265.99	288.95	554.94	5.28
4	6.78	540.76	343.28	884.04	5.70
3	7.85	810.30	397.61	1207.90	6.32
2	8.93	930.11	451.93	1382.04	7.76
1	9.73	790.71	492.68	1283.39	10.42

PROFESSIONAL ENGINEER No. 7318374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

Rev.	By	Date	Remarks
0	AEP	12/30/15	FOR CONSTRUCTION

WOODSIDE HOMES

SHORELINE TRAIL RETAINING WALL CALCULATIONS

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520
OGDEN - (801) 399-1662

Dsn: ____ Drw: ____ Chk: ____ Rvw: ____

Sht D3 of 3

Print Date: 11/30/2015 Created: 11/11/14 Proj. # 5265

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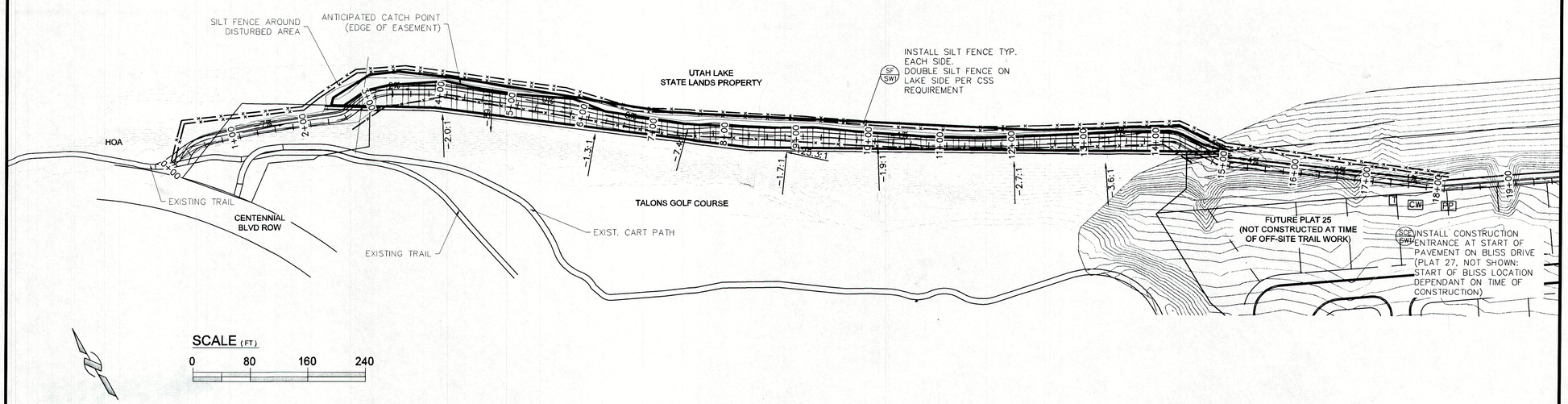
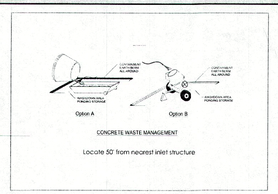


NOTES:

1. PLACE EROSION PROTECTION MATS ON ALL PERMANENT 1:3 SLOPES. BMP DETAIL ECB.
2. CONSTRUCT STRAW BALE BARRIER.BMP DETAIL STB. INSPECT AFTER EACH RAINFALL EVENT AND AT MIN. MONTHLY AND REPAIR ANY DAMAGE OCCURRED. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 50% OF BALE HEIGHT.
3. CONSTRUCT A STABILIZED PAD OF CRUSHED STONE FOR WASHING OF EQUIPMENT AND CONSTRUCTION VEHICLES. MIN. PAD SIZE 50 FT x 15 FT. THIS AREA ALSO CAN BE USED AS A FILLING POINT FOR WATER TRUCKS. SOLELY TO BE USED TO CONTROL SEDIMENT IN WASH WATER. CANNOT BE USED TO CLEAN FERTILIZER OR CONCRETE EQUIPMENT. BMP DETAIL SCE.
4. CONSTRUCT CONCRETE WASHOUT AREA A MINIMUM OF 50 FT FROM NEAREST DRAINAGE AREA. CONSTRUCT EARTH BERM ALONG DOWNHILL GRADIENT TO CONTAIN CONTAMINANTS. REMOVE FROM SITE ANY HARDENED CONCRETE ON REGULAR BASIS. BMP DETAIL CWM.
5. THE CONCRETE WASHOUT, PORT-O-LET, AND CONSTRUCTION ACCESS WILL BE PROVIDED. CONCRETE WASHOUT BASIN, DUMPSTER AND PORT-O-LET LOCATIONS ARE SCHEMATIC. ACTUAL LOCATIONS TO BE DETERMINED IN THE FIELD. LOCATIONS MAY CHANGE DURING COURSE OF DEVELOPMENT.
6. REFER TO SWPPP PREPARED FOR THIS SITE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

BMP: Concrete Waste Management — CWM Construction



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATION:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:
- Store dry materials under cover, away from drainage areas.
- Minimize excess mixing of fresh concrete, mortar or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (6" tall by 6" wide).
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:
- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:
- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

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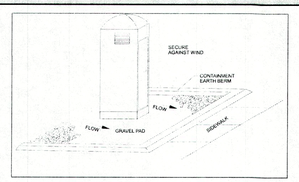
BMP: Portable Toilets — PT Construction



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:
- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/protection leak.

LIMITATIONS:
- No limitations.

MAINTENANCE:
- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

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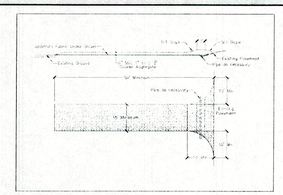
BMP: Stabilized Construction Entrance — SCE Construction



DESCRIPTION:
A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface.

APPLICATION:
At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:
- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months.
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.

LIMITATIONS:
- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:
- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

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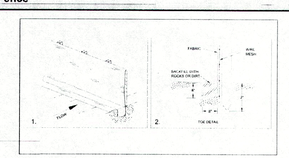
BMP: Silt Fence — SF Construction



DESCRIPTION:
A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.
Application:
- Perimeter control: place barrier at down-gradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier at top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:
- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately up-gradient of posts.
- Secure wire mesh (14 gage min. with 6-inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:
- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:
- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches ½ the height of the fence.

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LEGEND:

EXIST. MAJOR CONTOUR
EXIST. MINOR CONTOUR
PROP. MAJOR CONTOUR
PROP. MINOR CONTOUR
—×—×—×— SILT FENCE (SF)
CW CONCRETE WASHOUT (CWM)
PP PORT-O-LET (PT)
T DUMPSTER

PROFESSIONAL ENGINEER No. 7318374-2202 ANNIE E. PROBST 12/30/15 STATE OF UTAH

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CITY OF
SARATOGA SPRINGS

City Council Staff Report

Authors: **Kevin Thurman, City Attorney**
Subject: **Reimbursement Agreement with SCP Fox Hollow, LLC**
Date: **February 16, 2016**
Type of Item: **Legislative, Policy Decision**

Summary: Consideration of a Reimbursement Agreement with SCP Fox Hollow, LLC.

Description:

A. Topic:

This item is for the approval of a Reimbursement Agreement with SCP Fox Hollow, LLC for the installation of culinary and secondary waterlines in Villages Parkway in conjunction with the development of neighborhood 6.

B. Background:

SCP Fox Hollow (aka J.F. Capital) (hereinafter "developer") has been working with the City to ensure their infrastructure designs not only serve their project needs but also address existing issues the City has identified in this area. In review of the City's Culinary and Secondary Water Master Plans, the City requested the developer install additional Zone 3 water mains in Villages Parkway to provide additional system capacity in this water zone to meet the needs of areas of Zone 3 adjacent to the Villages at Saratoga Springs (Fox Hollow) development as growth continues. Staff notified the developer of the potential for reimbursement for the installation of these waterlines subject to City Council approval, and the developer has agreed to the proposed waterline installation.

C. Analysis:

The Developer has agreed to install the requested upsized improvements for an estimated reimbursement of $177,445.49. This reimbursement amount could be offset by reimbursement amounts owed by developer to City pursuant to the Development and Reimbursement Agreement dated November 13, 2012 and recorded with the Utah County Recorder under Entry Number 103984:2012. The reimbursement amount, subject to submittal of final receipts and execution of the attached agreement, is as follows:

1,760 LF of 8-in and 10-in Culinary Waterline:	$89,440.96
1,730 of 8-in Secondary Waterline:	$88,004.53
Total Eligible Reimbursable Expenses:	**$177,445.49**

Recommendation: Staff recommends that the City Council approve the reimbursement agreement SCP Fox Hollow, LLC in the amount of $177,445.49. This amount could be offset by reimbursement amounts owed by the Developer or impact fee credits charged.

Recommendation: Staff recommends that the City Council approve the attached Reimbursement Agreement and resolution.

Attachments: Resolution and Reimbursement Agreement.

REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Reimbursement Agreement and Release of All Claims (hereinafter "Agreement") is made and entered into as of the ___ day of _____, 2016, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation, (the "City"), and JF Capital, a Utah Limited Liability Company (the "Developer").

RECITALS:

WHEREAS, Developer is developing subdivisions within the City, which subdivision plats will be recorded as The Village of Fox Hollow, Neighborhoods 6-1, 6-2, 6-4A, 6-4B, 6-5, and 6-7 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements ("System Improvements") within the Project above and beyond what is required to service the Project, which are more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. CONSIDERATION

As a compromise and full settlement of all claims which Developer may have against the City, Developer agrees to accept the consideration provided for in this Agreement and to withdraw with prejudice and waive any and all claims it may have against the City for compensation, reimbursement, capacity reservations, and credits with regard to the System Improvements. Developer agrees to comply with the provisions in this Agreement and to install the System Improvements.

2. REIMBURSABLE EXPENSES

Developer and City hereby agree that the following enumerates in full the estimated additional expenses (and as evidenced by Developer's bid from more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof) incurred by Developer to install the System Improvements (the "Reimbursable Expenses"):

Neighborhood 6 Culinary and Secondary Waterlines

Approx. 1,760 LF of 8-in and 10-in Culinary Waterline:	$89,440.96
Approx. 1,730 of 8-in Secondary Waterline:	$88,004.53
Total Eligible Reimbursable Expenses:	**$177,445.49**

Subject to the terms of this agreement, Developer agrees to accept a reimbursement in an amount up to the Total Eligible Expenses of **$177,445.49** ("Reimbursement") as satisfaction in whole of City's obligations under this agreement.

3. ADDITIONAL TERMS OF REIMBURSEMENT

As material consideration of the Reimbursement, installation of the System Improvements, and other provisions of this Agreement, Developer and City agrees as follows:

A. Reimbursement shall be primarily based upon the unit prices and quantities specified in Exhibit A. Exhibit A represents plan quantities while final reimbursement shall be based on the actual quantities and measurements of work performed during the installation of the System Improvements as evidenced by material tickets and invoices. In no case shall the City be obligated to reimburse Developer for an item until sufficient evidence is provided as to the actual quantities and prices of the installed and accepted System Improvements. In addition, in no case shall the City be obligated to reimburse Developer for expenses that exceed the total amount of **$177,445.49**. Further, in no case shall City reimburse Developer for any labor, products, tools, equipment, plant, transportation, services, incidentals, erection, installation costs, overhead, or any item not listed in Exhibit A. Prior to reimbursement, the following requirements must be met:

   i. Developer shall submit a request for reimbursement in writing after full installation.

   ii. Developer shall post applicable performance and warranty bonds in accordance with City ordinances to guarantee the installation and workmanship of the System Improvements and to ensure that the System Improvements remain in good condition and free from defects for a period of one (1) year, in accordance with City ordinances, regulations, and standards.

   iii. City must approve the System Improvements in writing in connection with the standard inspections conducted by City to ensure that the System Improvements are constructed per City standards.

   iv. Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the Improvements.

B. The City may choose to offset the Reimbursement by reimbursement amounts owed by developer to City pursuant to the Development and Reimbursement Agreement dated November 13, 2012 and recorded with the Utah County Recorder under Entry Number 103984:2012.

4. MUTUAL RELEASE OF CLAIMS

In return for the Reimbursement and installation of the System Improvements, as well as all other promises, covenants, and consideration in this Agreement, the receipt and sufficiency of which is hereby acknowledged and accepted, each party hereby fully and completely releases and forever discharges the other party, its elected officials, officers, agents, servants, employees, and former elected officials, officers, agents, servants, and employees from any and all claims, damages, and demands of every nature whatsoever which were asserted, could have been asserted, or will be asserted by either party arising out of and pertaining to each party's obligations for the System Improvements, including but not limited to any claims for impact fee credits, illegal exactions, reimbursements, or credits because of Developer's installation of the System Improvements.

5. AUTHORITY TO SETTLE; INDEMNIFICATION

As an express condition of this Agreement, the signor below represents and warrants that he and Developer:

A. have the power to enter into and perform this Agreement;
B. are the lawful representatives of the Developer;
C. are the sole owner(s), assignee(s), heir(s), obligor(s), beneficiary(ies), etc. of the Project and the consideration in this Agreement;
D. have not transferred, assigned, or sold, or promised to transfer, assign, or sell their interest in the Project; and
E. shall indemnify, defend, and hold harmless the City with respect to any future claim related to this Agreement and with respect to any claim against the City for compensation, reimbursement, reservation of capacities, and credits for the installation of the System Improvements brought against the City by any party, person, entity, corporation, homeowners association, government entity, third party, etc.

6. PARTIES REPRESENTATIVES; NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered in person or after three business days if mailed by registered or certified mail, postage prepaid, addressed to the following:

If to Developer:

JF Capital
Attn: Chad Bessinger
1148 W. Legacy Crossing Blvd Ste 400
Centerville, Utah 84014

If to City:

City of Saratoga Springs
Attn: City Manager – Mark Christensen
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
Telephone: (801) 766-9793
Facsimile: (801) 766-9794

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Such notice shall be given as provided above.

7. COMPLETE AGREEMENT, MODIFICATION

This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements, whether written or oral, between the parties on all matters. This Agreement cannot be modified except by written agreement between the Parties.

8. SETTLEMENT

The undersigned certifies that he or she has read this Agreement, that it:

A. voluntarily enters into it of its own free will;
B. has had ample opportunity to review this Agreement with legal counsel;
C. is a legally incorporated entity;
D. has performed all corporate formalities to execute this Agreement; and
E. accepts the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter.

9. ATTORNEY FEES

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with this Agreement and the subject matter. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.

10. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim, or defense, which the City or its employees, officers, and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq., (the "Act"). All claims against the City or its employees, officers, and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

11. MISCELLANEOUS PROVISIONS

A. If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that give effect to the original intent of this Agreement and is legal, valid, and enforceable.
B. The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Utah.
C. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
D. This Agreement and release given hereunder shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

CITY OF SARATOGA SPRINGS

By:_____
City Recorder

_____
City Manager

Approved as to Form:_____
City Attorney

DEVELOPER

JF CAPITAL

By:_____

Its:_____

State of Utah)
:ss
County of Utah)

On this _____ day of _____, 20___, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the authorized representative of SCP Fox Hollow, LLC, a Utah limited liability company, and said document was signed by him/her in behalf of said company by proper authority, and he/she acknowledged to me that said company executed the same.

_____
Notary Public

EXHIBIT A

RESOLUTION NO. R16-14 (2-16-16)

RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING A REIMBURSEMENT/PIONEERING AGREEMENT.

WHEREAS, JF Capital ("Developer") is developing a subdivision within the City, which subdivision plats will be recorded as The Village of Fox Hollow, Neighborhoods 6-1, 6-2, 6-4A, 6-4B, 6-5, and 6-7 ("Project"); and

WHEREAS, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements ("System Improvements") within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the Reimbursement Agreement and Release of All Claims, attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Reimbursement Agreement and Release of All Claims attached as Exhibit A is approved and the Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this ___ day of _____, 2016

City of Saratoga Springs

_____
Mayor

Attest:

_____
City Recorder's Office

EXHIBIT A

RESOLUTION NO. R16-15 (2-16-16)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS APPOINTING AN ALTERNATE REPRESENTATIVE TO THE UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Saratoga Springs, Utah County, and several cities in Utah County are part of a special service district to provide consolidated 911 and emergency dispatch services within Utah County known as the Utah Valley Dispatch Special Service District (the "District"); and

WHEREAS, the District is governed by a Board of Directors, and the City Council of the City of Saratoga Springs desires to appoint an alternate representative to that board.

NOW THEREFORE BE IT RESOLVED BY THE LEGISLATIVE BODY OF THE CITY OF SARATOGA SPRINGS, AS FOLLOWS:

1. Bud Poduska is hereby appointed as an Alternate Board Member to the Utah Valley Dispatch Special Service District.

2. This Resolution shall take effect immediately upon passage and remain in effect until repealed by another resolution appointing a different alternate board member to the Utah Valley Dispatch Special Service District.

ADOPTED by the legislative body of the City of Saratoga Springs this 16th day of February, 2016.

By: _____
Jim Miller, Mayor

ATTEST:

By: _____
City Recorder

City of Saratoga Springs
City Council Meeting
February 2, 2016

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

Work Session Minutes

Present:
Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Chris Porter, Stephen Willden, Bud Poduska
Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Gordon Miner, Nicolette Fike, Sarah Carroll
Others: Steve Maddox, Brandon Watson, Curtis Leavitt
Excused:

Call to Order – 6:00 p.m.

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

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

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

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

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

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

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

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

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

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

Steve Maddox advised that there will be a combination of groomed trails and native trails.

Craig reviewed the land use map. There are five villages included in the community plan. Within each village there are different neighborhoods. Those neighborhoods are categorized by being single family, multi-family, or single/multi-family. They tried to project out for 10-20 years and they set their density to give them flexibility accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Steve Maddox mentioned the tabulation and point system. They want to make the area a walkable community. They don't want to clear the snow in the winter. They would like to let people snow shoe and cross country ski in the area. If the point system is different than what the Council would like to see they would like to discuss that. They have the most control over what they will do with the open space.

Councilman McOmber pointed out that Pickle Ball is a popular sport right now. Pools are in high demand as well. He also likes the number of club houses in the project. He is a bigger fan of having a few big parks and not so many little pocket parks. Having fewer parks with nice playgrounds and a lot of space brings the community together because people congregate at the park.

Craig Magelby reviewed the open space plan and showed what areas are designated right now.

Councilman Poduska noted that being able to preserve beauty is important. He asked if setbacks had been worked out.

Councilman Willden thinks that with all the open space and sensitive lands it would look open and not so dense. He noted they should look at feathering things. He also thinks they need to retain the zoning around existing houses because of the expectations they had when they built their homes.

Councilwoman Baertsch loves the trails and connectivity. She would like to see them make some areas not in an HOA. She likes Mount Saratoga as the name. Talus at Saratoga Springs gets confusing with Saratoga Springs Development. Typically the name following "at" is the main subdivision name so Talus at Saratoga Springs makes it sound like they are a part of the Saratoga Springs Development. She believes the ERU at 4.11 needs to include commercial, which should be a separate ERU. They are higher than 4.11 if the commercial area is included. They need to work with church and school ERU's and make sure those are equivalent in exchanges. She thanked him for working with the point system. It gave the City good insight on what works, and what doesn't.

Councilman Porter agreed that anywhere they can get away with not having an HOA that should be done. One of the driving factors that they bought in Talus Ridge was that they didn't have an HOA. He would also like to see Village 5 have the higher density closer to the road that is going in to keep it away from the existing homes.

Councilwoman Baertsch pointed out that there are 5 acre home lots in that area so the high density needs to be pushed away from those homes.

Chris Porter thinks that the open space is going to be a great amenity and he thinks they should be available to the whole city and not private HOA.

Councilman McOmber likes HOA's. He is concerned that if they have pools and club houses that are available for some, but not all, there will be bad neighbors. Those that live in the areas that wouldn't be able to use the amenities will sneak in. It was a big concern for the neighbors next to Legacy Farms. This is going to be a great product and he likes the Mount Saratoga Name as well. He also likes Talus at Mount Saratoga.

Mayor Miller thinks this project looks exciting. He likes Mount Saratoga as well. They have done great in the process and the City appreciates the feedback the developer has given them.

2. Transportation Master Plan Update. – This item was moved to the policy session.

3. FY2016 Budget Adjustment for the Police Department.

Chief Burton noted that some of this was given at the retreat. They know about his concerns for officer safety and liability, and the workload increases. He is also concerned about the time to recruit and train new officers, it takes about 4 months. If they decide to start the hiring process the first part of July they wouldn't see those officers until around November. That is part of the rational for considering hiring more officers now. He made calculations based on starting March 1, 2016 rather than half of a year. The startup cost is pretty high because it includes the vehicle and equipment that is needed for the vehicle. His immediate request is for a Sergeant, two patrol officers, and a part time detective. That would leave one more officer starting the first of July. About $125,000 of the cost is startup cost. He thinks that they could safely utilize $50-75,000 of the current budget towards the implementation of the officers. $150,000 is what is remaining that they would need to increase the budget by.

Councilwoman Baertsch asked about changing an officer from III or II instead of starting at an officer 1.

Chief Burton advised that the last time they added an officer was two years ago. That officer was an officer 1. They are attempting to try and maintain a balance in ranks so that there is a natural progression. There is not too much of a difference between an officer III and an officer II it is $5,000 a year.

Councilwoman Baertsch noted the amounts include the ongoing cost for URS as well. Bringing on so many officers and also at the higher level is hard for her to justify. She suggested having two officers in a single car to help reduce some of the cost but also keep the officer's safe. She can't see adding 4 officers at this time because that is a huge cost.

Chief Burton noted it is actually three full time officers right now and 1 in July. There is also a part time detective being requested right now as well. If the Police Department had grown by one or two officers each year they would probably be okay, but the department hasn't grown for a while. If they grew regularly they wouldn't need it all at once. As the regular work load grows, so does the administrative job. Some supervisors are not able to get to some of the administrative things. The area they have the most work is in administrative reports. If they are able to do all of the work they need to be it would also help free up time from other departments as well.

Mark Christensen asked that this discussion be continued to later in the evening or at a meeting at a later date so the Policy Session could be started.

4. Agenda Review:

a. Discussion of current City Council agenda staff questions.

b. Discussion of future City Council policy and work session agenda items.

Adjourn to Policy Session

_____ _____

Date of Approval Nicolette Fike, Deputy City Recorder

Policy Session Minutes

Present:
Mayor: Jim Miller
Council Members: Michael McOmber, Shellie Baertsch, Chris Porter, Stephen Willden, Bud Poduska
Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Gordon Miner, Sarah Carroll, Chelese Rawlings, Jess Campbell, Andrew Burton, Nicolette Fike, AnnElise Harrison
Others:
Excused:

Call to Order 7:08 p.m.
Roll Call – a quorum was present
Invocation / Reverence – given by Councilman Willden
Pledge of Allegiance – led by Councilman Porter

Public Input – **Opened** by Mayor Miller

Rod Turner, 1462 LaPoma in the Gables, noted a severe problem with the Water Department. He noted the average amount of the water bills and how the bills have jumped. It went from about $75 per household to $135 per household. This happened in August and September. They have tried to figure this out for about 7 months. They have 32 meters but they can only get a total amount for all of the meters every month. Many of the residents can't afford the water bill every month. He thinks they have been wronged. Their board members met with Spencer Kyle in December. He said there was a problem but they didn't hear back and then they were told the water would be turned off. There are 136 homes in the neighborhood and they are all upset. He would like an itemized bill by meter.

Mayor Miller asked that we work with this and make sure their water is not turned off until it's worked out. He would also like to bring it back for a work session

Spencer Kyle noted he had spoken with him. Markette just received a request for the records which she is working on. She is in the process of getting those records for them. He will keep the Council updated.

Rod Turner again spoke to the high amount of the bills. A month went by without hearing anything back and they would really like to be updated on what is going on.

Beth Cannelly, 181 Catagena Parkway in the Gables, is as a homeowner and not a member of the board. She said her dues were $113 a month when she first moved in and they have gone up to $135. The Board has cut services in order to keep the rates down. They were told that if the water stands at this level their fees will go up to $211 a month which is a 56% increase. She can't afford that increase. It will affect their ability to sell their property as well. It is high for their income. This will affect everyone if they don't get this meter problem fixed. She thinks that we need to have someone read the meters instead of relying on electronics.

Mayor Miller asked if there is a master meter in the area or individual meters.

Spencer Kyle advised that there are several master meters.

Jason Davis, the Gables, advised that in their personal inspections of the meters they found many were broken. One was spewing out about 3 gallons a minute. They are finding they will need to bring in independent people to read the meters and verify whether they were working. They have compared with HOA boards around the cities and they are paying less. They have video and pictures of broken equipment. They may be broken along the lines that they can't see. They wanted to bring this to Council's attention because they can't sell their property because of their fees. They feel it's a critical issue. They cannot afford the cost.

Councilwoman Baertsch commented that the City has an app that they can report broken meters, lines, street lights, etc. They can also include pictures and videos. It gives the City a record of the problem and also helps track the problem and resolution.

Amy Nielsen, 1464 N LaPoma Place in the Gables, stated concern about people inside the city building. She got the phone call being told that the water was going to be shut off. She felt that she was treated very rudely. Thinking about telling all the neighbors their dues are going up to $211 is hard. This needs to be fixed as soon as possible. She feels they are getting nowhere in seven months.

Mayor Miller apologized for this happening and asked Mark Christensen to make sure this gets taken care of.

Public Input - Closed by Mayor Miller

Awards, Recognitions and Introductions

- AnnElise Harrison introduced the Youth City Council. They went to the day at the Legislature on Wednesday. They participated in a mock bill and toured the Capitol building. They are hoping to hold a mock meeting sometime in the next few months to be more familiar with the workings of City government. She introduced Alexis Corpron who is the Youth City Council Mayor. They help out in the City's Civic Events, coming up they will help with the Easter Egg hunt.

Councilwoman Baertsch noted they have received a lot of compliments on the Youth council. She gets asked how they get the youth so involved.

The meeting was returned to discussion on the police department budget request.

Chief Burton is recommending adding a Sergeant, two patrol officers, and a part time detective. Then in July he would like to add one more patrol officer.

Councilman Poduska is concerned about the safety of the officers. There were some incidents at the South side of Saratoga Springs. The first car can show up fairly quickly but the second car takes a little longer.

Chief Burton pointed out that protocol is that unless there is an immediate threat the first car will wait for the second car causing a delay in response.

Councilman Poduska mentioned that the city is growing. Two years ago we added one officer and last year we added none. In three years only one new officer was added and we have added about 5,000 people in that time. He sees a need for one patrol officer and one Sergeant to relieve the others. It's a new fiscal year coming up and our ability to fund all of it right now would be difficult. He would like to fund some of it for sure. He would recommend that we set up a means of monitoring population crime incidents as an indicator of when we need to add another officer, the same way we look at adding inspectors to the building department. He would like to see the increase done more regularly so that they don't have to come and request this because safety of officers is becoming an issue.

Councilwoman Baertsch asked that they request increases based on population and workload, not just population.

Chief Burton noted these requests were based on number of calls for service, number of reports required for calls for service, and the types of calls that they have. The request is to maintain the current level of service.

Mark Christensen noted that part of what they did at the retreat was bringing forth how we deal with growth. He suggests we jump to what the City Council is comfortable with and bring back a residual request. A budget adjustment needs to be done with 10 days advanced notice.

Councilman McOmber noted that the City is already working on a reduced level of service than what is recommended by state and federal standards. The community is very safe and he doesn't want to lose that. He will take some blame for this issue because when he came on the council it was tough economic times. He pushed back on keeping the Police Department tight and make it stretch, he was that way with every department. The departments have done that and now we have some excess funds. We need to increase service or give it back to the residents. He doesn't think it's the right time to lower the taxes because of the demand in staffing in all the departments. His number one responsibility is safety; they trust the Police and Fire Chiefs. He suggested that instead of a sergeant right now they put that into the annual budget for 2016/2017 and have the two patrol officers and part time detective added now. We could start the hiring process. We should start at least one patrol officer at a II and one at a III; there needs to be opportunities for advancements. They could then reevaluate the needs of the department in May or June for the July budget.

Councilman Willden asked what the chief would prefer.

Chief Burton would say if you are going with two full time employees and the part time employee he would like one sergeant and one patrol officer and the part time detective. They are drowning in some of the administrative work, to the point that it is just not happening. The sergeant's duties would have some

flexibility which would relieve some of the burden of patrol and also help some of the administrative issues. The focus could also go to some of the other issues rather than just patrol.

Councilman Willden knows he wouldn't request the employees if he didn't need them. However, he feels it does need to be scaled down. He has a hard time committing to it all. He wants to make sure we aren't funding ongoing positions with one time fees instead of ongoing revenue. He can support the request for one sergeant, one patrol officer, and the part time detective. He asked if they could post for the positions now.

Mark Christensen said they could post it but not fill it until the budget amendment takes place.

Councilman Porter agrees that he is not ready to fund the full request. He is leaning towards the one sergeant and one patrol officer. He knows some others are leaning toward the part time detective as well. He wondered why that would be funded over the second patrol officer.

Chief Burton advised that priority would be to add another patrol officer but with the hesitation of cost the part time detective is fairly low cost in comparison. There is no vehicle involved and helps with the work load.

Councilwoman Baertsch said with the proposal for sergeant and patrol it would mean hiring the patrol officer at a level III. With growth levels, she wondered if they look first within the current employees and see who needs to be promoted and then go out to fill the lower position.

Chief Burton also noted there are requisite requirements and they couldn't fill it until they met those. They typically bring in an officer II first. They don't usually bring in a new officer III. They do typically promote within and hire the lower position.

Mayor Miller thinks that hiring a sergeant, patrol officer, and part detective is the way to go.

Mark Christensen advised that they will schedule a budget amendment and bring that request back to them.

POLICY ITEMS

Item 5 was moved out of order on the agenda.

5. Appointment of Mayor Pro Tempore, R16-09 (2-2-16).

Motion made by Councilman McOmber to approve Councilman Willden as Mayor Pro Tempore for 2016. Second Councilman Poduska. Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

Master Transportation Plan Update.

Steven Lord, Horrocks Engineering, advised that this is an update and not a brand new plan. This helped to get in line with MAG and UDOT and be aligned with what they are doing. This also helps with funding applications. Four of the five funding applications the City submitted to MAG made it through the cuts. He reviewed existing conditions. The 2040 no build projection shows failure on almost all major roads. He highlighted the proposed 2040 road network. Mountain View Corridor was downgraded a little from the original plan. MAG's model did not include the same plan as what was originally planned. It will be six lanes until SR73 and then four lanes about half way then it will be an arterial. That seems to work based on numbers. The study that MAG is doing will help answer whether it will for sure. Hidden Valley has been taken off of MAG's plan. It is not on the model for freeway. Eagle Mountain wants to keep it on the plan for a connector road rather than a freeway. If the Council would like to keep it on the plan for right-of-way for a larger road he can, but travel demand doesn't seem to require it. It has been taken off completely but he can put it back on as a collector road.

Councilman McOmber said with what Eagle Mountain is planning for their industrial zone, he would like the right-of-way needs to be preserved. Lehi tried to do the same thing on Pioneer Crossing with putting homes right on the road which limits the growth that can happen on that road.

Councilwoman Baertsch said SITLA's study is different than MAG's study.

Councilman McOmber pointed out that Eagle Mountain grew more than Saratoga Springs last year so we need to make sure that the people that live there get through our city easily. The City has been proven right in the past on needed corridors.

Mark Christensen mentioned SITLA may be interested in the Hidden Valley Corridor. He thinks they saw a need for it but not as a freeway. It is the City's plan, so by all means keep it on the plan.
Councilwoman Baertsch suggested that it is put in as a major arterial like Redwood Road.
Councilman McOmber pointed out that keeping it on the plan doesn't mean we have to build the road; it just means we maintain the right-of-way in case the road needs to be built.
Steven Lord noted this could be part of the vision plan, at some point we are going to get there. Having it in the vision plan could work for corridor preservation.
Mark Christensen thinks that even though MAG is leaning to narrowing Foothill Boulevard towards the end of the City, we need to plan for it. Just because a model says we don't need it doesn't mean we don't need to preserve it.
Councilwoman Baertsch asked if the City gets to make a map of the vision showing a six lane all the way down.
Steven Lord advised that they can show that is still desired. There is a map that they have in the plan that shows the whole vision.
Councilwoman Baertsch advised that if they aren't going to go to 6 lanes right away they can still show that is desired and it allows the City to preserve the right-of-way.
Steven Lord noted other highlights. There was some tweaking done on South Commerce Drive where the development plan is that matches a little better. The alignment for Talus was also changed slightly. They also changed the interchanges on Mountain View Corridor from collector streets to minor arterials. It gives some better access control. There was also a big change done with Pony Express Parkway. The idea for the change was to get the traffic off the road in front of the school. MAG was not happy with the road. The road would be very expensive to build without funding. They did submit an application for the road to MAG.
Councilwoman Baertsch said the nice thing is it gives us another tie in, in case Redwood Road shuts down.
Steven Lord advised that they ran the model and with the proposed plan everything would flow nicely in the 2040 projection except for the UDOT roads. They were missing roads between residential and a collector in the plan. They proposed three alternatives to go between the collector and residential. His preference would be to have a 70' right-of-way and provide an option of either on-street parking or bike lanes.
Councilman McOmber agreed and said we need this as an option. He is working on the bike lane study with Kimber and this is needed.
Steven Lord noted the next steps. They will look at the streets that are collectors now and see where they could replace it with the 70' cross section, capital facilities plan, impact fee facilities plan, and the Mountain View Corridor study with MAG.
Councilwoman Baertsch advised that they want to use the new road size in front of schools and parks where there is more congestion.
Councilman Poduska noticed that Mountain View Corridor is still under long term study. We have plans and growth in 5 years. He wondered how soon we can expect Mountain View Corridor up to 2100 N. or on through to completion.
Steven Lord noted that is next steps. He has through 2040 but he will then look at 2025 to see what it might look like.
Councilman Porter would also like to use the new 70' cross-section in high density residential like parks and schools because they tend to have a lot of on street parking. It's hard to get down these streets with so much parking on them.

REPORTS: This item was skipped.

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

ACTION ITEMS:

1. **Preliminary Plat for Fox Hollow N12 Irrigation Pond Located at 3250 South 800 West, Matt Scott/JF Capital-Applicant.**

   Sarah Carroll presented the Plat. The Master Development Agreement requires an irrigation pond inside of Neighborhood 12 for Zone 3 secondary water. The pond has been constructed and the purpose of the plat

is to formalize the boundaries of the pond and dedicate it to the City. There will also be access easements over gravel roads to access the pond site. Staff recommends approval for this plat.

Matt Scott was present to answer questions.

Motion made by Councilwoman Baertsch to approve the Fox Hollow Neighborhood 12 Irrigation Pond Preliminary Plat, located at 3250 South 840 West, with the Findings and Conditions in the Staff Report. Seconded by Councilman Porter.

Sarah noted the address was wrong in the report and asked that be fixed.

Mark Christensen wanted to put a condition on approval to make sure that taxes are paid before dedication to the city.

Amended motion made by Councilwoman Baertsch to include the noted address change and condition of approval. Seconded by Councilman Porter.

Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

2. Preliminary Plat for Catalina Bay Located at Approximately 3500-3700 South, Between Redwood Road and Utah Lake, Desert Peak Management Group, LLC-Applicant.

Sarah Carroll noted that a payment in lieu was mentioned for the deficiency for improvements in the marina park. When they develop there is a portion they do not have frontage for on McGregor Lane. The city would like to work with them to complete the improvement. It also does not line up with the street across from Redwood Road and they would like to coordinate with the applicant on aligning that as well. They will work on developing open space as the phases come along. The payment in lieu would be in the later phases. There is a condition of approval to say that they are conditionally approved. They ask that final approval be delegated to staff. They are proposing a detention basin with a soccer field. Staff has added a condition that they add one playground and one picnic pavilion with tables. They recommend the playground be a 3-4 platform playground that serve children ages 1-12. She touched on conditions of approval. There is a settlement agreement in works that needs to be entered in as well before plat recordation.

Kevin Thurman noted the settlement agreement was a housekeeping item. The Redwood Road trail was never completed and they are obligated to install the Redwood Road trail through the development to get the money for reimbursement.

Councilwoman Baertsch advised that the trail won't go all the way into the neighborhood.

Councilman McOmber noted that they have waited to see this come and would love to see this growth. They feel this is the better use for this land. He likes the fee in lieu of open space because it is near the marina. It makes sense and will benefit the community. He likes the soccer field. He appreciates City staff's forward thinking on the Redwood Road trail and getting it down as far as possible and being fair with the reimbursement.

Councilman Willden likes the soccer field; it's a great option that will help. He asked why there has to be a condition that staff approves the final plat. He thought that was already changed in the code.

It was clarified that the landscaping just needs to be approved by staff before final approval.

Councilman Porter is in favor of the fee in lieu. It's a benefit and much more than the City would have gotten otherwise. He asked about the payment in lieu in phases 7-9, he believes it could be tied into the Lake Commission money but the City won't see it in time to have for the match needed to improve the park.

Mark Christensen said we did receive the grant and we will have to use other funds to match.

Councilman Porter asked about the realignment of McGregor, he doesn't see how they can create a 90 degree intersection without going onto the properties in the north.

Sarah Carroll said they would have to purchase property. They haven't made contact with all the land owners yet.

Mark Christensen advised that the agreement is written so when it gets to that point, that we work with the adjacent land owners to make the realignment happen.

Councilwoman Baertsch asked if Harbor Bay Road fits in the street name standards for the City since Harbor Bay Parkway is just a few blocks away.
Sarah Carroll advised that they are going to amend that.
Councilwoman Baertsch asked for clarification that the discord was on payment in lieu discrepancy with previous donation and the City owing them impact fees.
Sarah Carroll advised that the $433,000 is a meet in the middle number. The other is the agreement that Kevin Thurman will be working on.
Councilwoman Baertsch asked why the City is reimbursing all impact fees in this scenario.
Mark Christensen advised that they constructed a segment of the sewer. The City made an agreement with the previous developer. It's a localized line from Catamaran to the north that hits Spinnaker.
Councilwoman Baertsch pointed out that we usually do development agreements when the improvement will be servicing other developments and not their own.
Mark Christensen mentioned that the line goes over to Heron Hills and benefits them.
Kevin Thurman advised that it does run out in 2020, they get a certain portion of impact fees until then.
Councilwoman Baertsch mentioned that the City has been seeing large lots and she is concerned that there should be connections and there aren't.
Mark Christensen said that the City could do a cul-de-sac of some sort that comes off of McGregor. Harbor Bay Drive does also increase the connectivity to the neighborhood.
Councilman Poduska looks forward to getting utilities to his home.

Motion made by Councilman Poduska to approve the preliminary plat for Catalina Bay Located at Approximately 3500-3700 South between Redwood Road and Utah Lake and that the landscape plans are conceptually approved as proposed and delegated to the staff for final approval and all other findings and conditions. Seconded by Councilman McOmber.
Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

3. Salt Lake County Officer Involved Shooting Protocol Interlocal Agreement (Amended), R16-08 (2-2-16).

Chief Burton advised that the Attorney General's office discovered that they were left out of the deal and wanted to be included. He also suggested that the mayor be able to sign future amended agreements without coming to the whole Council.

Motion made by Councilman McOmber to approve R16-08 for the interlocal agreement as amended. Second Councilwoman Baertsch. Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

4. 2nd Quarter Financial Update.

Chelese Rawlings highlighted some things from analysis. Revenue is up compared to what was received in second quarter of last year. We had a good trend that looks like it will continue. The City's expenditures were higher due to building the 911 building we contributed to and the fire department grant that had offsetting revenues. Also the full time employees that were hired this year and general liability insurance.
Mayor Miller thanked her on behalf of the Council. They appreciate all of the work that she does.
Councilwoman Baertsch asked about that when they met a couple months ago elections were about 62% and they are at 214% of budget. It was supposed to be cheaper. They need to figure out what went on in that situation.

6. Appointment of City Treasurer, R16-10 (2-2-16).

Motion by Councilwoman Baertsch to appoint Deborah Elms as City Treasurer. Seconded by Councilman Willden. Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

7. Legacy Farms VP 1 and 2 Reimbursement Agreement, R16-11 (2-2-16). This item was not ready for discussion at this meeting. Kevin Thurman asked that it be continued at a later meeting.

Mayor Miller asked for it to be continued.

Council vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden.

8. Award of Contract for Architectural Consulting Services.

Spencer Kyle advised that they received bids from 7-8 firms. The selection committee narrowed those down to who had the most experience. They interviewed two of the firms and were impressed with both. They both have considerable experience with public safety and municipal experience. They went with the one who was half of the price. This will give the City elevations, floor plans, site plans, and a needs assessment.

Motion made by Councilwoman Baertsch to award the contract to Think Architecture in the amount of $14,600. Seconded by Councilman Porter. Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

The Council then moved the Approval of Minutes out of order.

Approval of minutes

1. January 19, 2016

Motion made by Councilman Willden to approve January 19, 2016 minutes included all of the posted changes. Seconded by Councilman Poduska. Roll Call Vote: Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

The Council then went back to Action Item #9 on the agenda.

9. Discussion of Peck Landfill.

Spencer Kyle noted that they brought this to Council to make sure the City has clear direction from the Council.

Councilman McOmber is opposed because of the development in the area. The trucks broke the rules multiple times. The trucks were flying by at 2 or 3 in the morning. They did not retain their garbage on-site either.

Councilwoman Baertsch clarified that they had to reclaim the construction hole. They have five years left on their DEQ permit. Inert construction material is a good way to do reclaim the hole.

Councilman McOmber advised that they were only supposed to go to a certain height but they brought in dirt and wrapped it around and exceeded the fill.

Councilwoman Baertsch wasn't aware of some of those issues. What they had talked about with residents was that they would be able to continue for five years until the DEQ permit expires. It expires October 20, 2020.

Mayor Miller commented on the trucks and that we need to think of the jobs and people that are working out there. The City needs to look at the picture as a whole. Making it tied to the expiration of the DEQ permit might be something of interest. They need to look at what the long term plan for the area is as well. He talked with the County about it this week.

Councilman McOmber said we need to make sure we represent the residents. It's not just that residents don't like it; they are in fact in breach of contract. We are not affecting that many jobs and SITLA doesn't get that much from it. It comes down to if they want to fight it and get the board of adjustments to extend their permit. He doesn't think the City should endorse the extension.

Councilwoman Baertsch said if they are going to extend it we are going to limit it to the length of the DEQ permit and also make sure the original conditions continue onto the extension.

Kevin Thurman noted it is a conditional use. It is basically a permitted use if they can demonstrate that they are mitigating the detrimental impact to the residents of the area. If the original conditions are imposed again and

they have someone follow through that they are complying that would go a long way to mitigate those impacts. If there are other conditions now that development is getting closer they should demonstrate those to the County. At the end of the day they are probably entitled if they show how they can mitigate the detriments.

Troy Herald with SITLA was at the meeting to answer questions if needed. Maybe they weren't aware of some reclamation. The reclamation model currently is to knock down the sides and stabilize it with a native grass seed. It's not what they would like to see in the development group. They would like to develop it into a master plan type of project. They have been in on preliminary plans of what that might look like. The mining area is planned to be open space, a park, soccer field or something like that.

Mayor Miller asked what the lease was on the property.

Troy Herald advised that is a renewable 20-30 year lease.

Mark Christensen said that when their approval expires the City would love to see the lease expire as well. From a strategy standpoint from the city, as those agreements come due let's not automatically renew.

Troy Herald advised that from a planning and development point of view that is his intent but SITLA looks at landholding long term and they want to extract benefit as long as they can. As long as the clay pit is active and making money for the trust it would be a difficult jump to close the clay pit. That section is in a higher water service district and not immediately developable. Some portions in the southern end are in a developable area. They are looking at bringing that portion in soon.

Councilwoman Baertsch advised that once their DEQ expires they need to go through the process again to verify that it's worth it.

Troy Herald advised that it's not their intent for their leases to be a bad neighbor. They can mention issues with the property to the mining groups.

Kevin Thurman said they already have type restriction by the County. They were supposed to spray the road, they should mention that the trucks should be sprayed down before entering the road. They are all good things the board of adjustment should hear. It's probably a permitted use but there are impacts that have to be mitigated.

Troy Herald is happy to share any of these concerns.

Mayor Miller advised that the Tenney's daughter died and they asked something in Shay Park be named after her.

Councilwoman Baertsch mentioned that they are doing the rail cars on a donation level but if we were to build a sign and name one of the lines Brighton Tenney they would be working with the club. Maybe the High School could get the metal shop involved.

Councilman McOmber advised that there are people willing to donate and it can be fundraised.

Mark Christensen advised that MAG study legislation is moving forward to fund the Envision Utah regional area in this area. There is some potential that the state could be appropriating money for economic development on the old prison site. He was asked to share direct thoughts on other communities that would be in direct competition with that site.

Councilwoman Baertsch advised that she and Mayor Miller have been in conversations with the envision Utah people to see if they can be on board.

Mark Christensen advised that being in the study area would be of value and benefit to the community. There are going to be interesting politics involved with this but beneficial for our community to be involved.

Closed Session

1. **Motion to enter into Closed Session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.**

Motion made by Councilman Poduska to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual. Seconded by Councilman Willden.

Aye: Councilwoman Baertsch, Councilman McOmber, Councilman Poduska, Councilman Porter, Councilman Willden. Motion Passed 5-0.

Meeting Moved to Closed Session 9:00 p.m.

Closed Session

Present: Mayor Miller, Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska, Mark Christensen, Kevin Thurman, Spencer Kyle, Nicolette Fike

Closed Session Adjourned at 9:19 p.m.

Policy Meeting Adjourned at 9:19 p.m.

_____ _____

Date of Approval Mayor Jim Miller

_____

Nicolette Fike, Deputy City Recorder