AGENDA

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

CITY COUNCIL MEETING
Tuesday, June 7, 2016
6:00 P.M.
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

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

POLICY ITEMS:

REPORTS:

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

PUBLIC HEARINGS:

1. FY 2016-17 Final Budget, Resolution R16-32 (6-7-16).
2. Employee Compensation Schedule, Ordinance 16-12 (6-7-16).

ACTION ITEMS:

1. Pro Split Pea - Site Plan and Conditional Use Permit (CUP).
2. Western Hills Preliminary Plan, Phase 2 & 3 – Reconsideration of Preliminary Plat Approval Decision from May 17, 2016 and Condition Related to Connectivity.
3. Option and Purchase Agreement, Suburban Land Reserve, Inc., Resolution R16-33 (6-7-16)
4. City Street Lighting Special Improvement District (SID) – Adding Hillcrest Condos Phases 3P-3S, Resolution R16-34 (6-7-16).
5. City Street Lighting Special Improvement District (SID) – Adding Jacobs Ranch Phase 2 Plat I, Resolution R16-35 (6-7-16).
6. Resolution Enacting Pending Ordinance Doctrine Regarding Signs in Parks and Open Spaces, Resolution R16-36 (6-7-16)

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.
The order of the agenda items is subject to change by order of the Mayor.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 766-9793 at least one day prior to the meeting.

APPROVAL OF MINUTES:

1. May 17, 2016.

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.

ADJOURNMENT

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City Council
Staff Report

Author: **Chelese Rawlings, Finance Manager**
Subject: **Final Budget FY 2016-2017**
Date: **June 7, 2016**
Type of Item: **Resolution**

Summary Recommendation: Staff recommends approval of the City Manager recommended Budget for the fiscal year 2016-17.

Description

A. Topic

City Manager recommended budget for fiscal year 2016-17

B. Background

- December 12, 2015 – Budget requests were received for fiscal year 2016-17 by all City departments.
- December 15, 2015 – Budget requests were compiled and reviewed by the Finance Manager
- During the months of December and early January, meetings were held with the department head or employee submitting the request, the City Manager, the Assistant City Manager, and the Finance Manager. At this point all budget requests were discussed in detail to determine if it was a viable request.
- At the City Council retreat on January 8, 2016, council was given an overview of all the City's departmental requests.
- April 19, 2016 – The Tentative Budget was given to council for discussion in a work session meeting.
- May 3, 2016 – The FY 2016-17 Tentative Budget and was approved by Council.
- May 17, 2016 – A Public Hearing was held on the Tentative Budget.

C. Analysis

Approval of the FY2016-17 Final Budget formalizes the City's resolve to remain fiscally and legally responsible.

Recommendation: Staff recommends approval of the resolution adopting the Final Budget for the fiscal year 2016-17.

RESOLUTION NO. R16-32 (6-7-16)

A RESOLUTION ADOPTING THE CITY OF SARATOGA SPRINGS MUNICIPAL BUDGET FOR FISCAL YEAR 2016-2017 AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Saratoga Springs has conducted a public hearing on the proposed fiscal year 2016-2017 municipal budget as required by the State of Utah.

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

1. That the City of Saratoga Springs does hereby adopt the municipal budget for fiscal year 2016-2017 as set forth and attached hereto.

BE IT FURTHER RESOLVED that this resolution shall take effect and be effective on July 1, 2016 for the entire fiscal year 2016-2017.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 7th day of June, 2016.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

ORDINANCE 16-12 (6-7-16)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, ESTABLISHING AN ONGOING COMPENSATION SCHEDULE FOR ITS EMPLOYEES INCLUDING ALL ELECTED, APPOINTED, AND STATUTORY OFFICERS

WHEREAS, the City Council wishes to adopt an ongoing compensation schedule for its employees and elected, appointed, and statutory officers; and

WHEREAS, pursuant to Utah Code § 10-3-808, the City Council must publish 7 days' advance notice of the adoption of compensation schedules for elected, appointed, and statutory officers and hold a public hearing; and

WHEREAS, the City Council has published 7 days' advance notice in the Daily Herald and held a public hearing to receive public input; and

WHEREAS, after due consideration of all public input received, the City Council now wishes to adopt the ongoing compensation schedule attached as Exhibit A for its employees and elected, appointed, and statutory officers.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH HEREBY ORDAINS AS FOLLOWS:

1. The City Council of the City of Saratoga Springs, Utah hereby adopts an ongoing compensation schedule for its employees and elected, appointed, and statutory officers. The compensation schedule is attached as Exhibit A.

2. The precise compensation will be adopted each fiscal year as part of the budget approval process pursuant to a separate resolution or ordinance approving the budget. Such compensation shall strictly comply with the compensation schedule attached as Exhibit A.

3. The City Council previously adopted salary policies, plans, and schedules. Upon the effective date of this ordinance, all prior policies, plans, and schedules are amended. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

4. 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.

5. This ordinance shall take effect upon publication as required by Utah law.

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

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

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

EXHIBIT A – COMPENSATION SCHEDULE

Recommended Hourly Pay Ranges			
Position	**Minimum**	**Midpoint**	**Maximum**
CITY MANAGER	$45.49	$55.72	$65.96
CITY ATTORNEY	$42.92	$52.57	$62.23
ASSISTANT CITY MANAGER	$40.08	$49.10	$58.12
FIRE CHIEF	$39.03	$47.81	$56.60
POLICE CHIEF	$40.46	$49.57	$58.67
CITY ENGINEER	$39.01	$47.79	$56.57
FINANCE MANAGER	$37.07	$45.41	$53.75
PLANNING DIRECTOR	$34.36	$42.09	$49.82
LIBRARY DIRECTOR	$28.27	$34.63	$40.99
ECONOMIC DEVELOPMENT/PUBLIC RELATIONS MANAGER	$31.14	$38.15	$45.15
BUILDING OFFICIAL	$27.94	$34.22	$40.51
HUMAN RESOURCE SPECIALIST	$24.34	$29.81	$35.29
FIRE CAPTAIN/PARAMEDIC	$20.65	$25.29	$29.94
ASSISTANT PUBLIC WORKS DIRECTOR	$26.84	$32.87	$38.91
CITY RECORDER	$25.80	$31.61	$37.41
ASSISTANT CITY ATTORNEY/CITY PROSECUTOR	$25.40	$31.11	$36.83
RECREATION DIRECTOR	$25.89	$31.72	$37.54
SENIOR PLANNER	$22.72	$27.83	$32.94
CITY TREASURER	$22.57	$27.64	$32.72
SERGEANT	$24.36	$29.84	$35.32
PARKS SUPERINTENDENT	$24.69	$30.24	$35.79
MUNICIPAL JUDGE	$22.22	$27.21	$32.21
STORM DRAIN INSPECTION COORDINATOR	$18.74	$22.95	$27.17
ENGINEER II	$24.66	$30.21	$35.75
GIS ADMINISTRATOR	$24.33	$29.80	$35.28
PUBLIC IMPROVEMENTS LEAD INSPECTOR	$23.55	$28.85	$34.14
CORPORAL	$21.06	$25.80	$30.54
PLANS EXAMINER	$21.93	$26.86	$31.80

BUILDING INSPECTOR III	$21.66	$26.53	$31.40
ENGINEER I	$21.17	$25.93	$30.69
UTILITY MAINENANCE SUPERVISOR	$19.12	$23.42	$27.72
POLICE OFFICER III	$20.66	$25.30	$29.95
FIREFIGHTER/PARAMEDIC	$16.42	$20.11	$23.80
FACILITIES ELECTRICIAN	$22.10	$27.07	$32.04
UTILITY BILLING SUPERVISOR	$19.26	$23.59	$27.93
PUBLIC IMPROVEMENTS INSPECTOR	$19.89	$24.36	$28.84
CIVIC EVENTS COORDINATOR	$19.10	$23.40	$27.70
MANAGEMENT ANALYST	$19.09	$23.38	$27.68
BUILDING INSPECTOR II	$20.39	$24.97	$29.56
UTILITY MAINTENANCE OPERATOR IV	$18.86	$23.10	$27.34
ACCOUNTS PAYABLE/BUYER/RISK SPECIALIST	$19.54	$23.94	$28.34
POLICE OFFICER II	$19.09	$23.39	$27.68
GPS TECHNICIAN	$19.36	$23.71	$28.07
LAW CLERK	$16.99	$20.81	$24.63
PLANNER I	$18.24	$22.34	$26.44
DEPUTY CITY RECORDER	$16.93	$20.74	$24.55
BUILDING INSPECTOR I	$18.25	$22.35	$26.46
UTILITY MAINTENANCE OPERATOR III	$17.19	$21.06	$24.92
POLICE OFFICER I	$17.91	$21.94	$25.97
BAILIFF	$17.00	$17.00	$17.00
FIREFIGHTER/AEMT	$11.31	$12.73	$14.14
RESERVE OFFICER	$17.00	$17.00	$17.00
CODE ENFORCEMENT/ANIMAL CONTROL	$16.39	$20.08	$23.76
RECREATION COORDINATOR	$16.97	$20.79	$24.60
PAYROLL CLERK	$16.89	$20.69	$24.49
VICTIM ADVOCATE	$15.08	$18.48	$21.87
RECORDS CLERK SUPERVISOR/OFFICE MANAGER	$18.27	$22.38	$26.50
LEAD COURT CLERK	$16.75	$20.52	$24.29
LEGAL SECRETARY	$15.47	$18.95	$22.43

UTILITY MAINTENANCE OPERATOR II	$15.66	$19.18	$22.70
ADMINISTRATIVE ASSISTANT (PW)	$15.42	$18.89	$22.36
UTILITY MAINTENANCE OPERATOR I	$14.46	$17.72	$20.97
CROSSING GUARD SUPERVISOR	$14.41	$17.65	$20.89
ASSISTANT CIVIC EVENTS COORDINATOR	$14.26	$17.47	$20.68
COMMUNITIES THAT CARE COODINATOR	$18.00	$18.00	$18.00
ADMINISTRATIVE ASSISTANT (PLANNING)	$13.94	$17.08	$20.22
BUILDING PERMIT TECHNICIAN	$14.41	$17.65	$20.90
LABORER/SEASONAL	$10.00		$11.00
LEGAL INTERN	$13.40	$16.42	$19.43
RECEPTIONIST/UTILITY BILLING CLERK	$13.54	$16.59	$19.64
COURT CLERK	$13.31	$16.31	$19.30
NEIGBORHOOD WATCH/VOLUNTEER COORDINATOR	$13.31	$16.30	$19.30
ADMINISTRATIVE ASSISTANT (FIRE)	$13.29	$16.28	$19.27
RECORDS CLERK I	$13.50	$16.54	$19.57
SITE SUPERVISOR	$12.50	$12.50	$12.50
SPORTS OFFICIAL	$10.00	$10.00	$10.00
LIBRARY CLERK	$12.25	$15.01	$17.77
CROSSING GUARD	$9.09	$9.09	$9.09

Elected or Appointed Positions

Official	Pay
Mayor	$1,648/month
City Council	$976/month
Judge	$2,033.54/month
Planning Commissioner	$50.00/meeting

City Council
Staff Report

Site Plan and CUP
Pro Split Pea
June 7, 2016

Report Date:	May 31, 2016
Applicant:	Dakota Hawks (Technology Associates)
Owner:	Kent Thompson
Location:	1461 North 400 East
Major Street Access:	400 East
Parcel Number(s) & Size:	58:032:0020 – 3.31 acres
Parcel Zoning:	Agricultural (A)
Adjacent Zoning:	R-10, A, RC
Current Use of Parcel:	Agriculture
Adjacent Uses:	Agriculture, Residential (approved but not built)
Previous Meetings:	None for this application
Previous Approvals:	None for this application
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Jamie Baron, Planner I

A. Executive Summary:

The is a request for approval for the Pro Split Pea Site Plan and Conditional Use permit for the purpose of constructing a cellular tower.

Recommendation:

Staff recommends that the City Council conduct a public meeting on the Pro Split Pea Site Plan and CUP, review and discuss the proposal, and choose from the options in Section "H" of this report. Options include approval with conditions, denial or continuation.

B. Background: On March 14, 2016 the City received a CUP application for a cellular tower at 1461 North 400 East. On April 19, 2016, the City received the Site Plan application associated with the Conditional Use Permit.

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On May 12, 2016, the Planning Commission forwarded a positive recommendation, with the condition that the vinyl slats in the proposed chain link fence match the color of the vinyl fence in the adjacent development.

C. **Specific Request:** This is a request for Site Plan and CUP approval for the purpose of constructing a 96' cellular tower on the property located at 1461 North 400 East.

D. **Process:**
Section 19.13.04 indicates that site plans require a public hearing at the Planning Commission and that the City Council is the land use authority.

Section 19.15.02 states that all new Conditional Use Permits are required to be accompanied by a Site Plan application.

Section 19.15.03 indicates that new Conditional Use Permits require a public hearing at the Planning Commission and that the City Council is the land use authority.

E. **Community Review:** Per Section 19.13.04 of the City Code, this item has been noticed in The Daily Herald, and each residential property within 300 feet of the subject property was sent a letter at least ten calendar days prior to this meeting. As of the completion of this report, the City has not received any public input regarding this application. No public input was received during the public hearing at the Planning Commission.

F. **General Plan:** The Future Land Use map designates this area as Medium Density Residential. The General Plan identifies Medium Density Residential as the following:

> **Medium Density Residential**. The Medium Density Residential designation is provided as a means of allowing for residential developments at higher densities in neighborhoods that still maintain a suburban character. This area is to be characterized by density ranging from 4 to 14 units per acre that may include a mixture of attached and detached dwellings. Planned Unit Developments may be permitted in the Medium Density Residential areas.
>
> The main application of this designation should be in areas where the City desires to create a functional transition from one land-use to another. While some multi-family structures may be permitted in a stacked form, the majority of any attached dwellings should be designed in a side-by-side configuration. Developments in these areas should be constructed with urban streets and useable recreational features and lands. Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. Open spaces may be comprised of both Natural and Developed Open Spaces. In this land use designation, it is estimated that a typical acre of land may contain 6 dwelling units.

Staff conclusion: Consistent. The application is for a Cellular tower and is permitted as a Conditional Use in all land use zones. This use would be allowed in the designation of the General Plan.

G. Code Criteria:

The compliance of the application to Title 19 is outlined below. See the attached Planning Review Checklist for a full analysis.

- **19.04,** Land Use Zones – **Complies.**
- **19.05,** Supplemental Regulations – **Complies.**
- **19.12,** Subdivision – **Can Comply.**
    - Driveways in the Agriculture Zone of road base and gravel shall have a 5' concrete apron at eh entrance of the garage and intersection of the street. **Can Comply**. The driveway material is not specified, however the applicant has indicated that they intend to use gravel. The driveway shall be a hard drivable surface with a 5' concrete apron at the intersection with 400 East.
- **19.13,** Process – **Complies.**
- **19.14,** Site Plan – **Complies.**
- **19.15,** Conditional Use – **Complies.** The application complies to the standards of this section, however, this section permits the City Council to make additional conditions for the purpose of Safety, Health and Sanitation, Environmental Concerns, and Compliance with the General Plan and Neighborhood. The guidelines for additional conditions is outlined below:
    - Safety
        - Building elevations and grading plans which will prevent or minimize flood water damage, where property may be subject to flooding.
        - The relocation, covering, or fencing, of irrigations ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.
        - Increased setback distances from lot liens where the planning Commission determines it to be necessary to ensure the public safety and to ensure compatibility with intended characteristics of the zone.
        - Appropriate design, construction. And location of structures, buildings, and facilities in relation to any earthquake fault which may exist on the property and limitations and restrictions on the use and location of uses due to special site conditions, including geologically hazardous areas, flood plains, fault zones, and landslides areas.
        - Limitations and control of the number, location, color, size height, lighting, and landscaping of outdoor advertising signs and structures in relations to

the creation of traffic hazards and appearance and harmony with adjacent development.

- Plans for the locations, arrangement, and dimensions of truck loading and unloading facilities. – The plan indicates an access easement for access and the parking of truck that will conduct maintenance of the tower.
- Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants, and street lighting.

- Health & Sanitation
  - A guarantee of sufficient culinary water to serve the intended land use and a water delivery system meeting standards adopted by the City.
  - A Wastewater disposal system and a solid waste disposal system meeting standards adopted by the land use authority.
  - Construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the vicinity and to provide for an orderly development of land.
- Environmental Concerns
  - Limitations and restrictions on the use and location of uses in sensitive lands.
  - Processes for: the control, elimination, or prevention of land, water, or air pollution; the prevention of soil erosion; and control of objectionable odors and noise.
  - The planting of ground cover or other surfacing to prevent dust and erosion.
  - Restructuring of the land and planting of the same as directed by the Planning Commission when the Conditional Use involves cutting or filling the land, and where such land would be adversely affected if not restructured.
- Compliance with GP and Neighborhood
  - The removal of structures, debris, or plant materials incompatible with the intended characteristics of the zone outlined in this Title.
  - The screening of yards or other areas as protection from obnoxious land uses and activities.
  - Landscaping to ensure compatibility with the intended characteristics of the zone as outlined in this Title.
  - Limitations or controls on the location, heights, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, or to conceal storage areas, utility installations, or unsightly development.

- The relocation of proposed or existing structures as necessary to provide for future streets on the Transportation Master Plan of Saratoga Springs, adequate sight distance for general safety, groundwater control, or similar problems.
- Provision for, or construction of, recreational facilities necessary to satisfy needs of the Conditional Use.
- Population density and intensity of land use limitations where land capability or vicinity relationships make it appropriate to do so to protect health, safety, and welfare.
- Other improvements which serve the property in question and which may compensate, in part or whole, for possible adverse impacts to the zone from the proposed Conditional Use.

H. Recommendation and Alternatives:

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

Staff Recommended Option – Approval

"I move to **approve** the Pro Split Pea Site Plan and CUP as outlined in Exhibit 4 with the Findings and Conditions in the Staff Report dated May 31, 2016:"

Findings

1. The application complies with the criteria in sections 19.04, 19.05, 19.13, 19.14, 19.15 of the Development Code, as articulated in Section "G" of the staff report, which section is incorporated by reference herein.
2. The application is consistent with the General Plan, as articulated in Section "F" of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met. The plans have been reviewed by the Engineer and there are no comments.
2. The Pro Split Pea Site Plan and CUP is a positive recommendation as shown in the attachment to the Staff report in Exhibit 3.
3. The driveway shall be a hard drivable surface with a 5' concrete apron at the intersection with 400 East.
4. The vinyl slats shall match the adjacent development.
5. Any other conditions or changes as articulated by the City Council: _____.

Alternative 1 - Continuance

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

1. _____
2. _____

Alternative 2 – Denial

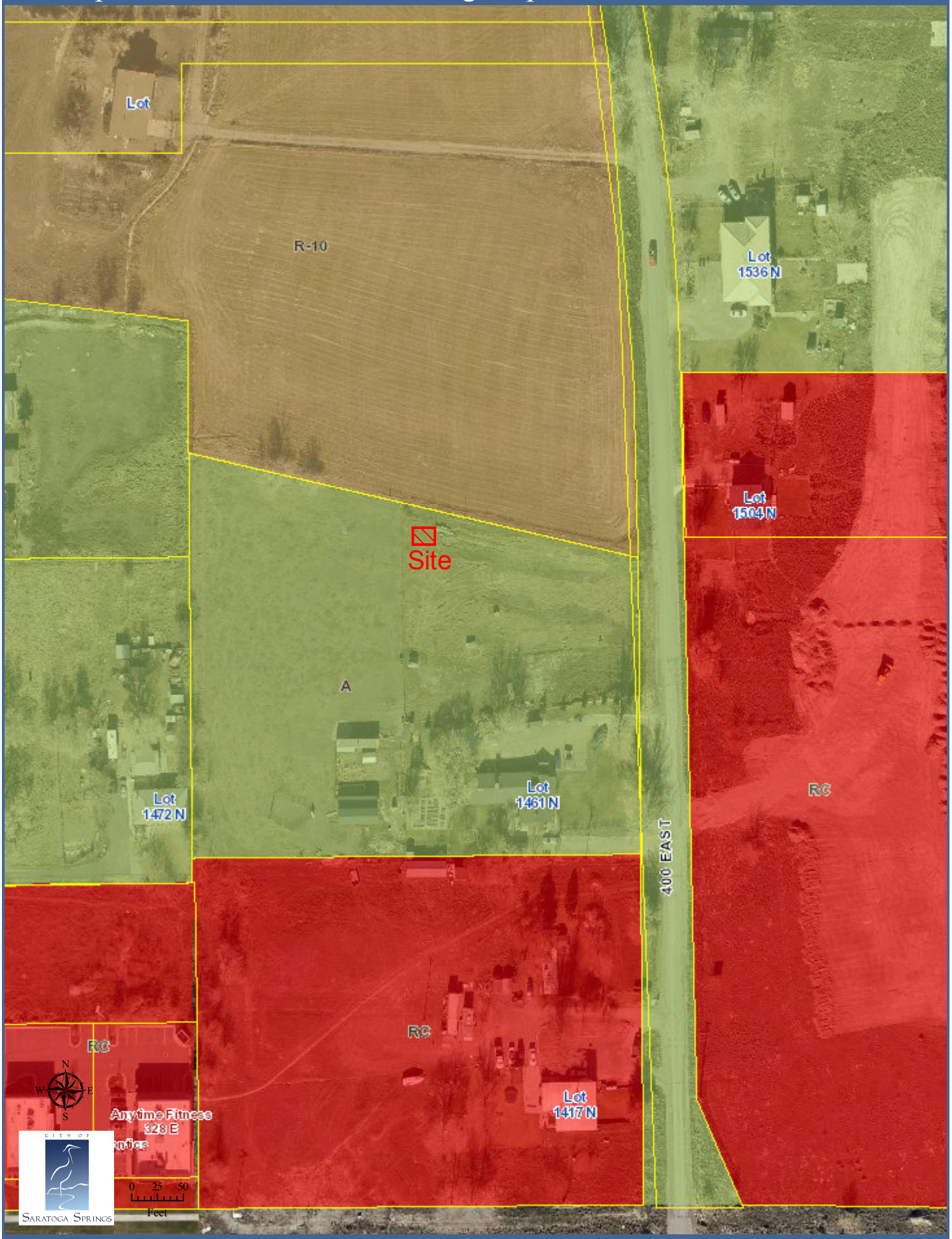
The City Council may also choose to deny the application. "I move to **deny** the Pro Split Pea Site Plan and CUP with the Findings below:

1. The Pro Split Pea Site Plan and CUP is not consistent with the General Plan, as articulated by the City Council:
   _____, and/or,
2. The Pro Split Pea Site Plan and CUP is not consistent with Section [19.04, 19.05, 19.13, 19.14, 19.15] of the Code, as articulated by the City Council:
   _____, and/or

I. Attachments:

1. Location & Zone Map (page 7)
2. Planning Review Checklist (pages 8-14)
3. Site Plan (pages 15-20)
4. 5-12-16 PC Draft Minutes (pages 21-25)

Pro Split Pea - Location and Zoning Map



5 May 2016

APPLICATION REVIEW CHECKLIST

(8/20/2014 Format)

Application Information

Date Received:	April 19, 2016 – Site Plan (Resubmittal)
Date of Review:	April 26, 2016
Project Name:	Pro Split Pea - Verizon
Project Request / Type:	Site Plan/Conditional Use Permit
Meeting Type:	Public Hearing
Applicant:	Dakota Hawks (Technology Associates)
Owner (if different):	Kent Thompson
Location:	1461 North 400 East
Major Street Access:	400 East
Parcel Number(s) and size:	58:032:0020 – 3.31 acres
General Plan Designation:	Medium Density Residential
Zone:	Agricultural (A)
Adjacent Zoning:	R-10, A, RC
Current Use:	Agriculture
Adjacent Uses:	Agriculture, Residential (approved but not built)
Previous Meetings:	None for this application
Land Use Authority:	City Council
Type of Action:	Administrative
Future Routing:	City Council
Planner:	Jamie Baron, Planner I

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: type

Section 19.13.04 – Process

- DRC:
  - 3.28.16 – Does it meet all siting requirements? Still under review.
- UDC: N/A
- Neighborhood Meeting: N/A
- PC: Not currently scheduled
- CC: Note currently scheduled

General Review

Building Department

- Setback detail
- Lot numbering
- True buildable space on lots
- Lot slope and need for cuts and fills
- Comments

Fire Department

- Width adequate for engine, minimum of 24 feet
- Turnarounds on cul-de-sacs and dead-ends more than 150' in length
- Fire hydrant locations, maximum separation of 500 feet
- Cul-de-sac diameter, 96' drivable surface
- Third party review required for sprinkler systems
- Others?

GIS / Addressing

- comments

Additional Recommendations:

-

Code Review

- 19.04, Land Use Zones
  - Zone: Agriculture
  - Use: Conditional Use – Monopole Cellular Tower
  - Setbacks – **Complies**. The proposed structure does not meet the required setbacks.
    - The required setbacks are as follows:
      - Front – 50'
      - Rear – 25'
      - Side – 25'
  - Lot size – 5 acres minimum. **Complies**. The parcel is only 3.31 acres; however, the lot was created in 1981, prior to the incorporation of the City. The lot has non-conforming status.
  - Lot width – 250' minimum at front setback. **Complies.** The lot is approximately 280' wide.
  - Lot frontage – 250' minimum of street frontage. **Complies.** The lot has approximately 280' of street frontage.
  - Lot coverage – 50% max. **Complies**. The lot only contains a home and two accessory buildings and the proposed tower only encompasses 880 square feet. More information is needed to calculate actual lot coverage.
  - Dwelling/Building size – 1,600 square feet minimum. **Complies.** The proposed development is not a dwelling.

- Height – 35’ maximum. **Complies.** Towers are permitted to exceed the building height requirements of the zone.
- Open Space – No requirement for this zone. **Complies.**
- Sensitive Lands – Cannot be included in base acreage when calculating ERU’s. **Complies**. No sensitive lands.
- Trash – There is no trash storage associated with this use.

- 19.05, Supplemental Regulations
  - Exceptions to Building Height Limitations – Towers qualify for this exception.
  - Free-standing antennae or towers.
    - Mono-pole towers shall obtain a Conditional Use Permit prior to construction. **Complies**. This application is for a Conditional Use Permit.
    - Co-location on existing mono-pole is a permit use in all zones, except where there is a need for expansion and the use is a Conditional Use. **Complies**. This is a new pole and not a co-location.
    - Maximum height of towers in the Agricultural zone is 100’. **Complies**. The plan indicates a total height of 96’.
    - Maximum height includes any buildings the tower may be located on. **Complies**. The tower is not located on any buildings.

- 19.06, Landscaping and Fencing
  - Landscaping: There are no landscaping requirements for Agricultural Zone.
  - Fencing: There are no restrictions on fencing type in the Agricultural Zone.

- 19.09, Off Street Parking – Parking requirements to be determined by the Planning Commission or City Council.

- 19.11, Lighting – No lighting proposed.

- 19.12, Subdivisions – The proposal does not involve the subdivision of property.
  - Driveways in the A zone of road base and gravel shall have a 5’ concrete apron at the entrance of the garage and intersection of the street. **Can Comply**. The plan does not indicate any paved driveway, however the applicant explained that it would be a gravel drive way. The concrete apron shall be installed at the intersection of the street.

- Section 19.13, Process
  - Notice for public hearing required. Mailings to every property owner within 300’, notices in the Daily Herald Newspaper and on the Utah Public Notice Website are required at least 10 calendar days prior to the public hearing.

- 19.14, Site Plans
  - Private Utility: Site Plan Required per Conditional Use. **Complies**. A complete site plan application has been submitted.

- Development Standards: All utilities for the site shall be underground. **Complies**. The plan indicates that the utility lines will be placed underground.
- Maps and Drawings Required – **Complies**. All required maps and drawings have been submitted in the application.

- 19.15, Conditional Use Permit
  - Required accompanying data – Site Plan application required to accompany the Conditional Use Permit application. **Complies.** The applicant has submitted a complete Site Plan Application.
  - General standards
    - Siting
      - Adequacy of the site to accommodate the use. – The proposed tower and equipment consists of 880 square feet on a 3.31 acre parcel. The proposed use is located in a field, next to approved residential development.
      - Location and screening of all outdoor activities – Fencing around the equipment and tower shall be opaque or screened with landscaping. **Complies**. The plan indicates chain link fencing with slats to screen the equipment.
      - The relation of the proposed use to adjoining building in regards to light, air, and noise. – The tower does not have lighting and will not create excess noise.
      - Location and character of displayed goods and services. – There are no displayed goods or services.
      - Size, nature, and lighting of any signs. – There are no signs proposed.
    - Traffic – The use does not created additional traffic.
    - Compatibility
      - Number of customers or uses and the suitability of the use with surrounding uses. – There are no customers.
      - Hours of operation. – There are no hours of operation. This is an unmanned cellular tower.
      - Provisions for the control of off-site effects such as noise, dust, odors, light, glare, etc.
      - Protection of the public against any special hazards.
      - Duration of the proposed use. – The proposed use does not identify any length of time; therefore it is assumed that the use is permanent.
      - Public convenience and necessity. – The cellular tower will aid in increased cell phone reception for the customers of the cellular company.
    - Standards
      - The use will not be detrimental to the health, safety, or general welfare of the public in the area or injurious to property or improvements of the vicinity.
      - The use will be consistent with the intent of the land use ordinance and comply with the regulation and conditions specified in the land use ordinance for the use. – The General Plan identifies this area as Medium Residential. The proposed use is a conditional use within residential areas; however the height restriction is 35 feet. The current zoning is Agricultural and the height restriction is 100 feet. The location of the site on the parcel c**omplies** with the zoning ordinance.
      - The use will be consistent with the character and purposes stated for the land use zone involved and with the adopted Land Use element of the General Plan. – The use is a

Conditional Use in both the current zone and the future land use designation. The height allowances are different in the current zone and the future land use designation.

- The use will not result in a situation which is cost ineffective, administratively infeasible, or unduly difficult to provide essential services by the City, including roads and access for emergency vehicles and residents, fire protection, police protection. Schools and busing, water, sewer, storm drainage, and garbage removal – The proposed use does not present any of the aforementioned situations.
- The proposed use will conform to the intent of the City of Saratoga Springs General Plan. – The use is a Conditional Use in all zones.

  - Additional conditions
    - Additional parking – There is no parking required for this site.
    - Water, sewer, and garbage facilities. – The use is not a residence or a business and City utilities are not required for the use.
    - Landscape screening to protect neighboring properties. – **Complies**. The plan indicates a chain link fence with slats to provided screening.
    - Requirements for the management and maintenance of the facilities
    - Changes in layout or location of uses on the lot. – The layout may be required to be changed by the Planning Commission or City Council.

- Optional conditions
  - Safety
    - Building elevations and grading plans which will prevent or minimize flood water damage, where property may be subject to flooding. – Not in a flood zone or wet land.
    - The relocation, covering, or fencing, of irrigations ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property. – **Complies**. The proposed use does not include any of the aforementioned potential attractive nuisances.
    - Increased setback distances from lot liens where the planning Commission determines it to be necessary to ensure the public safety and to ensure compatibility with intended characteristics of the zone. – The planning Commission may require additional setbacks. Setbacks that are the same as the height of the tower may be required for safety in the event that the tower should fall over.
    - Appropriate design, construction. And location of structures, buildings, and facilities in relation to any earthquake fault which may exist on the property and limitations and restrictions on the use and location of uses due to special site conditions, including geologically hazardous areas, flood plains, fault zones, and landslides areas. – The site is not within a wetland or flood plain. The building department may require additional construction standards based on soil and other site specific issues.
    - Limitations and control of the number, location, color, size height, lighting, and landscaping of outdoor advertising signs and structures in relations to the creation of traffic hazards and appearance and harmony with adjacent development. – There are no signs proposed.
    - Plans for the locations, arrangement, and dimensions of truck loading and unloading facilities. – The plan indicates an access easement for access and the parking of truck that will conduct maintenance of the tower.

    - Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants, and street lighting. – The site is located in a field on an agricultural parcel. Unless otherwise required for health and safety, these public improvements are not required for the parcel at this time.
- Health & Sanitation
    - A guarantee of sufficient culinary water to serve the intended land use and a water delivery system meeting standards adopted by the City. – This proposed use does not require water services.
    - A Wastewater disposal system and a solid waste disposal system meeting standards adopted by the land use authority. The proposed use does not require sewer services.
    - Construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the vicinity and to provide for an orderly development of land. – The use does not require the aforementioned improvements.
- Environmental Concerns
    - Limitations and restrictions on the use and location of uses in sensitive lands.
    - Processes for: the control, elimination, or prevention of land, water, or air pollution; the prevention of soil erosion; and control of objectionable odors and noise.
    - The planting of ground cover or other surfacing to prevent dust and erosion.
    - Restructuring of the land and planting of the same as directed by the Planning Commission when the Conditional Use involves cutting or filling the land, and where such land would be adversely affected if not restructured.
- Compliance with GP and Neighborhood
    - The removal of structures, debris, or plant materials incompatible with the intended characteristics of the zone outlined in this Title. – There is no removal of the aforementioned items required for conformability.
    - The screening of yards or other areas as protection from obnoxious land uses and activities. – The fencing shall be opaque or landscaping may be used to screen the equipment. The plans indicate a chain link fence with slats for screening.
    - Landscaping to ensure compatibility with the intended characteristics of the zone as outlined in this Title. – There are no landscaping requirements for the current zone; however landscaping may be required to screen the equipment of the site.
    - Limitations or controls on the location, heights, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, or to conceal storage areas, utility installations, or unsightly development. – Opaque fencing or landscaping shall be used to screen the equipment of the site. The current application proposes a chain link fence with slats for screening.
    - The relocation of proposed or existing structures as necessary to provide for future streets on the Transportation Master Plan of Saratoga Springs, adequate sight distance for general safety, groundwater control, or similar problems. – There are no conflicts with the Transportation Master Plan.
    - Provision for, or construction of, recreational facilities necessary to satisfy needs of the Conditional Use. – There are no recreational needs for the proposed use.

    - Population density and intensity of land use limitations where land capability or vicinity relationships make it appropriate to do so to protect health, safety, and welfare. – The proposed use does not increase density to the area.
    - Other improvements which serve the property in question and which may compensate, in part or whole, for possible adverse impacts to the zone from the proposed Conditional Use.
- 19.18, Signs – No signs proposed.

PRO - SPLIT PEA

SITE INFORMATION

APPLICANT:
VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

SITE ADDRESS:
1461 NORTH 400 EAST
SARATOGA SPRINGS, UTAH 84043

LATITUDE AND LONGITUDE:
N 40°23'21.95", W 111°54'28.85"

ZONING JURISDICTION:
SARATOGA SPRINGS CITY

PROJECT DESCRIPTION:
VZW IS PROPOSING TO CONSTRUCT AN UNMANNED COMMUNICATIONS FACILITY CONSISTING OF ANTENNAS MOUNTED TO A NEW MONOPOLE WITH OUTDOOR EQUIPMENT AND GENERATOR

TYPE OF CONSTRUCTION:
OUTDOOR EQUIPMENT AND GENERATOR, MONOPOLE, AND ANTENNAS

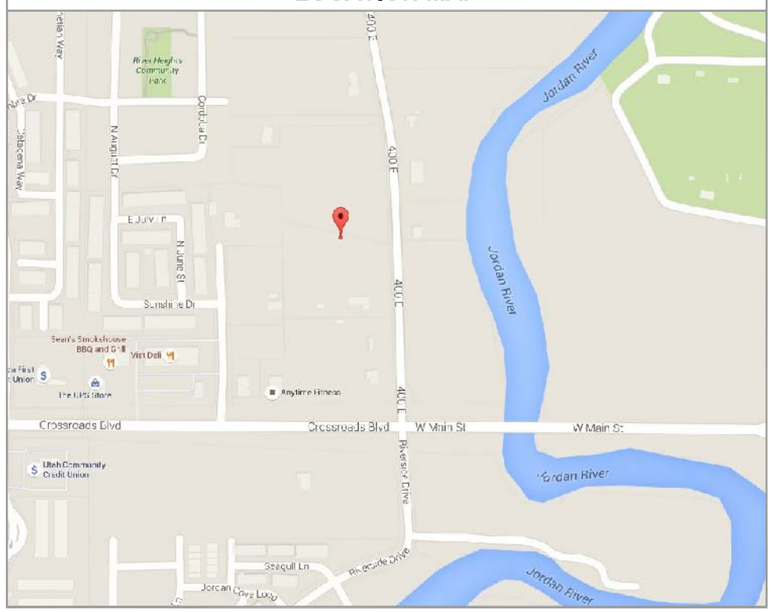
HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAP ACCESS REQUIREMENTS DO NOT APPLY

POWER COMPANY:
ROCKY MOUNTAIN POWER, 1-888-221-7070

CONTACT INFORMATION

SITE ACQUISITION:
TECHNOLOGY ASSOCIATES EC, INC
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CONTACT: DAKOTA HAWKS
PHONE: 801-651-4769

LOCATION MAP



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, AND EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

DRIVING DIRECTIONS

FROM THE VZW WEST JORDAN OFFICES, TAKE I-15 SOUTH TO EXIT 282 FROM I-15 TOWARDS LEHI AND HEAD WEST ON 2100 NORTH. TURN LEFT HEADING SOUTH ON 3600 WEST. TAKE A SLIGHT LEFT TO STAY ON 3600 WEST AS IT TURNS INTO 400 EAST AND THE SITE WILL BE LOCATED ON THE WEST SIDE OF THE STREET BEFORE YOU COME TO CROSSROADS BLVD.

APPROVALS

VERIZON WIRELESS REPRESENTATIVE:	
VERIZON WIRELESS RF ENGINEER:	
TAEC SITE ACQUISITION:	
TAEC CONSTRUCTION MANAGER:	
SITE OWNER:	

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	REV DATE
T100	TITLE SHEET, VICINITY MAP, GENERAL SITE INFORMATION	1	04.08.2015
SURV	SITE SURVEY	1	04.08.2015
C100	OVERALL SITE PLAN	1	04.08.2015
C101	ENLARGED SITE PLAN	1	04.08.2015
C200	SITE ELEVATIONS	1	04.08.2015

UNDERGROUND SERVICE ALERT, CALL 'BLUE STAKES OF UTAH' @ 811 OR 1-800-662-4111
THREE WORKING DAYS BEFORE YOU DIG

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VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC
Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

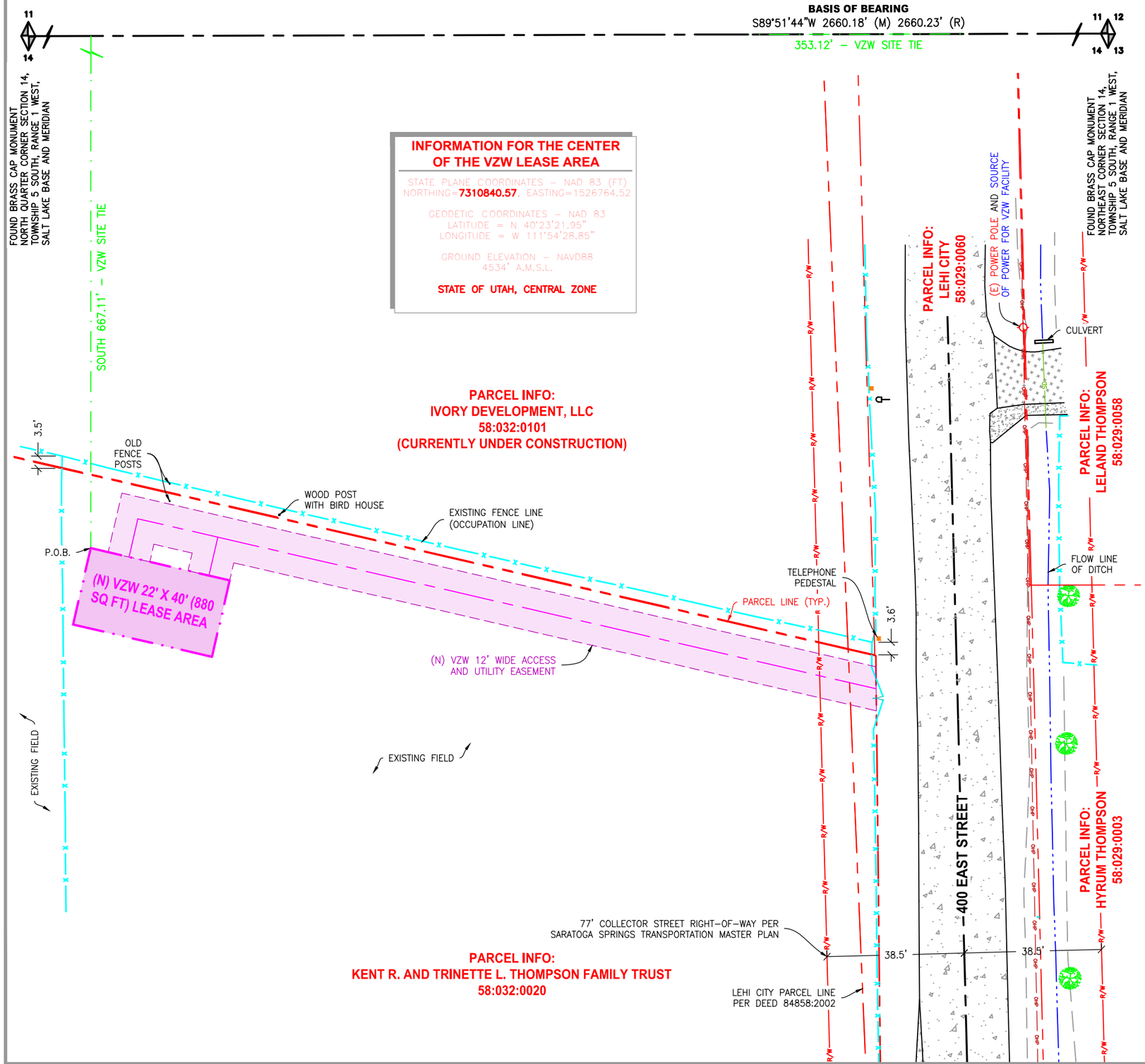
DRAWN BY:	JAY C
CHECKED BY:	DAKOTA H

REV	DATE	DESCRIPTION
1	04.08.2016	MOVED SITE LOCATION
0	03.01.2016	ZONING DRAWINGS

PRO - SPLIT PEA
NE SEC 14, T5S, R1W
1461 NORTH 400 EAST
SARATOGA SPRINGS, UTAH 84043
-- RAWLAND SITE --

SHEET TITLE
TITLE SHEET
VICINITY MAP
GENERAL INFORMATION

SHEET NUMBER
T100



CERTIFICATE OF SURVEY:
I, JERRY FLETCHER, PROFESSIONAL LAND SURVEYOR, STATE OF UTAH, LICENSE NUMBER 6436064, CERTIFY THAT I HAVE SUPERVISED A SURVEY ON THE GROUND AS SHOWN HEREON:

VERIZON WIRELESS LEASE SITE DESCRIPTION:
LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'44" WEST 353.12 FEET ALONG SECTION LINE AND SOUTH 667.11 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 76°54'08" EAST 40.00 FEET; THENCE SOUTH 13°05'52" WEST 22.00 FEET; THENCE NORTH 76°54'08" WEST 40.00 FEET; THENCE NORTH 13°05'52" EAST 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 880 SQ. FT. OR 0.020 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:
A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING SOUTH 89°51'44" WEST 342.41 FEET ALONG SECTION LINE AND SOUTH 669.63 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 13°05'52" EAST 11.00 FEET; THENCE SOUTH 77°02'16" EAST 23.00 FEET; THENCE SOUTH 13°05'52" WEST 11.05 FEET TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA; THENCE RETURNING NORTH 13°05'52" EAST 11.05 FEET; THENCE SOUTH 77°02'16" EAST 189.46 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF 400 EAST STREET AND TERMINATING.

CONTAINS: 0.063 ACRES, MORE OR LESS, (AS DESCRIBED).

NARRATIVE:
(1) THE PURPOSE OF THIS SURVEY IS TO LOCATE AND SURVEY A PROPOSED COMMUNICATIONS TOWER SITE.

(2) THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THIS PLAT, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.
(M) = MEASURED BEARING OR DISTANCE.
(R)= RECORDED BEARING OR DISTANCE.
(CALC)= CALCULATED BEARING OR DISTANCE.

(3) REFERENCE PLATS:
(A) SURVEY NO. 06-102, RECORD OF SURVEY FOR NORMAN PROPERTY DATED SEPTEMBER 21, 2005. SURVEY OF PARCEL 58:032:0101 LOCATED IMMEDIATELY TO THE NORTH. PLAT LOCATES COMMON BOUNDARY LINE ALONG RECORD BEARING AND DISTANCE, HOWEVER BOTH DEEDS DESCRIBE TO AND ALONG A FENCE LINE.
(B) SURVEY NO. 07-93, THOMPSON ALTA SURVEY DATED MARCH 22, 2007. SURVEY OF PARCELS EAST OF 400 EAST STREET.

(4) SCHEDULE B NOTES PER STEWART TITLE INSURANCE AGENCY OF UTAH, INC. COMMITMENT NO. 01459-17012, DATED NOVEMBER 2, 2015:
(A) ITEM 1,3,4,5,6,15,16,20,23 & 24 – ARE BLANKET EXCEPTIONS NOT SHOWN ON THIS PLAT.
(B) ITEM 2,7,8,9,10,11,12,13,14,21,22 & 25 – ARE NOT SURVEY MATTERS AND ARE NOT SHOWN ON THIS PLAT.
(C) NORTH LINE OF PARCEL DOES NOT MATCH OCCUPATION LINE BY DIMENSION, HOWEVER DEED STATES TO AND ALONG FENCE LINE. SURVEY TO THE NORTH IGNORES THE FENCE LINE LOCATION (SEE NOTE 3A).
(D) ITEM 17 – DEED IN BOOK 129 AT PAGE 310, STATES SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF HIGHWAYS, DITCHES,TUNNELS, TELEPHONE, AND TRANSMISSION LIES CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES. (BLANKET EASEMENT)
(E) ITEM 18 – DEED IN BOOK 435 AT PAGE 573, RESERVES OIL, GAS, PETROLEUM, NAPTHA, AND OTHER HYDROCARBON MINERAL RIGHTS. (BLANKET EASEMENT)
(F) ITEM 19 – EXCEPTS ANY RIGHT-OF-WAY OR EASEMENT FOR DITCH DESCRIBED BY DEED IN ENTRY NO. 105066:2006. AREA IS OUTSIDE OF VIEWABLE AREA OF PLAT WEST OF SITE AREA. (NOT SHOWN ON PLAT)

(5) NOTE: THIS SITE WAS SURVEYED IN SNOW COVERED CONDITIONS. WE MAKE EVERY EFFORT TO GATHER AS MUCH INFORMATION AS POSSIBLE UNDER SUCH CONDITIONS, HOWEVER IT IS POSSIBLE THAT SOME SITE FEATURES MAY HAVE BEEN OBSCURED AND THEREFORE NOT SHOWN ON THE SURVEY. WE RECOMMEND A THOROUGH FIELD REVIEW ONCE THE SNOW HAS MELTED ALONG WITH CONTACTING BLUE STAKES BEFORE SITE CONSTRUCTION.

NORTH

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VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC
Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES
UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

SURVEY PREPARED BY:
SUPERIOR SURVEYING, LLC
PHONE: 801-230-8968
EMAIL: JERRY@SUPERIOR-SURVEYING.COM

DRAWN BY:	JERRY F.
CHECKED BY:	JERRY F.

REV	DATE	DESCRIPTION
1	04.08.2016	MOVED LEASE AREA
0	02.18.2016	SITE SURVEY

PROFESSIONAL LAND SURVEYOR
04-08-16
No. 6436064
JERRY FLETCHER
STATE OF UTAH

PRO – SPLIT PEA
NE SEC 14, T5S, R1W
1461 NORTH 400 EAST
SARATOGA SPRINGS, UT 84043
-- RAWLAND SITE --

SHEET TITLE
SITE SURVEY

SHEET NUMBER
SURV

SITE SURVEY | SCALE: 1" = 30'-0" | 1

ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

HORIZONTAL		VERTICAL	
Code	Tolerance	Code	Tolerance
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

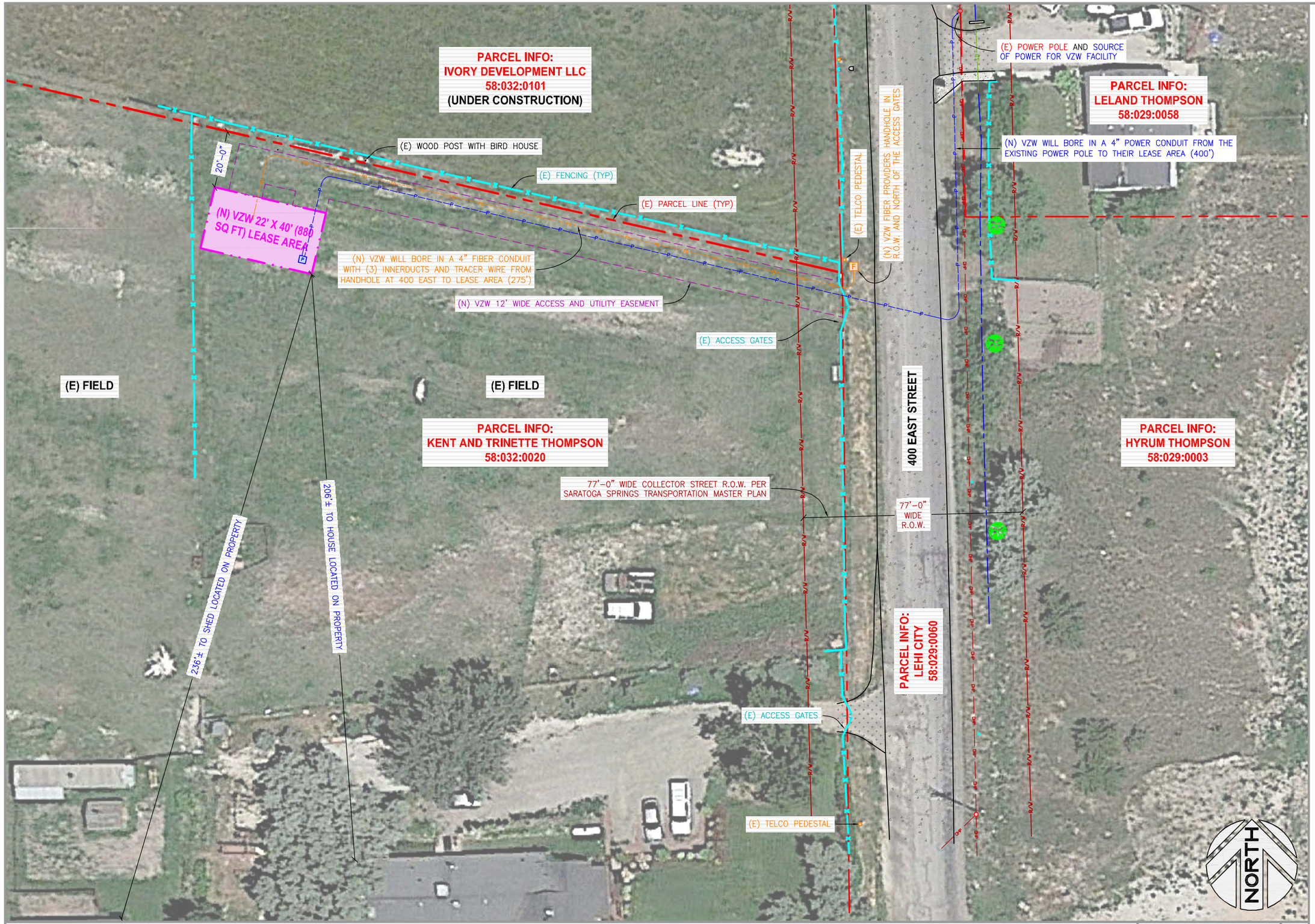
Date: APRIL 08, 2016

Re: PRO - SPLIT PEA
NE 1/4 OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN

I certify that the latitude of N 40°23'21.95", and the longitude of W 111°54'28.85", are accurate to within 15 feet horizontally and the site elevation of 4534 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.

PROFESSIONAL LAND SURVEYOR
04-08-16
No. 6436064
JERRY FLETCHER
STATE OF UTAH

Professional Licensed Land Surveyor: _____
1-A FAA Letter Jerry Fletcher, Utah LS no. 6436064



OVERALL SITE PLAN

SCALE: 1/4" = 8'-0"

1

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VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

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CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY:	JAY C
CHECKED BY:	DAKOTA H

REV	DATE	DESCRIPTION
1	04.08.2016	MOVED SITE LOCATION
0	03.01.2016	ZONING DRAWINGS

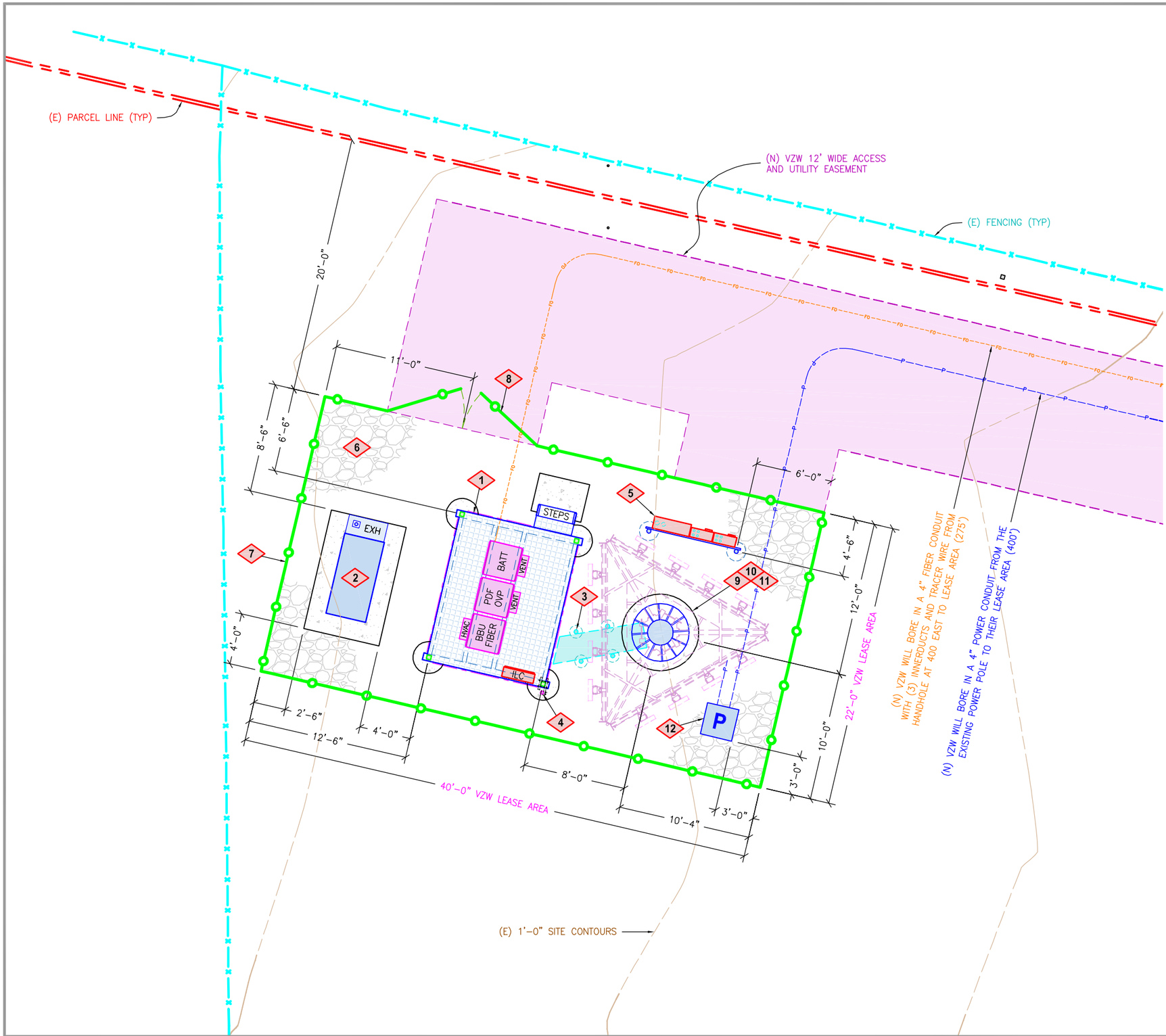
PRO - SPLIT PEA
NE SEC 14, T5S, R1W
1461 NORTH 400 EAST
SARATOGA SPRINGS, UTAH 84043
-- RAWLAND SITE --

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

C100



KEYED NOTES

1. VZW EQUIPMENT CABINETS ARE TO BE INSTALLED UPON A 9'-6" X 12' STEEL PLATFORM THAT WILL SIT UPON (4) 2'-6"ø CONCRETE PIERS. THE VZW CONTRACTOR WILL BE REQUIRED TO INTERCONNECT THE EQUIPMENT CABINETS AS REQ'D BY ATTACHING SEAL TIGHT CONDUITS BENEATH THE PLATFORM, AND POWER THE CABINETS BY INSTALLING G.R.C. CONDUITS FROM THE ILC CABINET AS REQ'D. SEE C301/1 FOR EQUIPMENT LAYOUT AND S-SHEETS FOR PLATFORM CONSTRUCTION DETAILS AND FOUNDATIONS.
2. VZW SD030 30KW EXTERNAL DIESEL GENERATOR (8'-3"T) WITH A LEVEL 2 SOUND ENCLOSURE TO BE INSTALLED UPON A 6' X 9'-6" CONCRETE FOUNDATION, SEE C302/2. THE VZW CONTRACTOR WILL NEED TO RUN A 3/4" AND 2" CONDUIT FROM THE ILC CABINET TO THE GENERATOR FOR ALARMS AND POWER, SEE E202/1. THE CONTRACTOR WILL ALSO NEED TO INSTALL A SHIELDED ALARM CABLE FROM THE GENERATOR TO THE ILC CABINET (3/4" CONDUIT), THEN ONTO THE ALARM BLOCK IN THE BBU CABINET.
3. VZW ICE BRIDGE, SEE C300/3 AND E200.
4. VZW GPS ANTENNA TO BE MOUNTED TO ONE OF THE SOLAR SHIELD SUPPORT LEGS, SEE C300/1 AND E200.
5. VZW UTILITY RACK, SEE C302/1.
6. VZW TO FINISH THE SITE WITH 6" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND 'SITE WORK NOTES' ON C303.
7. VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE AND VINYL SLATS, SEE C302/3.
8. VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE AND VINYL SLATS, SEE C302/4.
9. VZW 90' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS.
10. VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 86' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
11. VZW CONTRACTOR TO INSTALL (2) 6'ø MICROWAVE DISHES (HEIGHT, AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).
12. RMP TO INSTALL A NEW TRANSFORMER AT THIS LOCATION, AND THE VZW CONTRACTOR WILL BE REQUIRED TO INSTALL (2) 4" CONDUITS FROM THE TRANSFORMER TO THE UTILITY RACK.

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VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
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DRAWN BY:	JAY C
CHECKED BY:	DAKOTA H

REV	DATE	DESCRIPTION
1	04.08.2016	MOVED SITE LOCATION
0	03.01.2016	ZONING DRAWINGS

PRO - SPLIT PEA
NE SEC 14, T5S, R1W
1461 NORTH 400 EAST
SARATOGA SPRINGS, UTAH 84043
-- RAWLAND SITE --

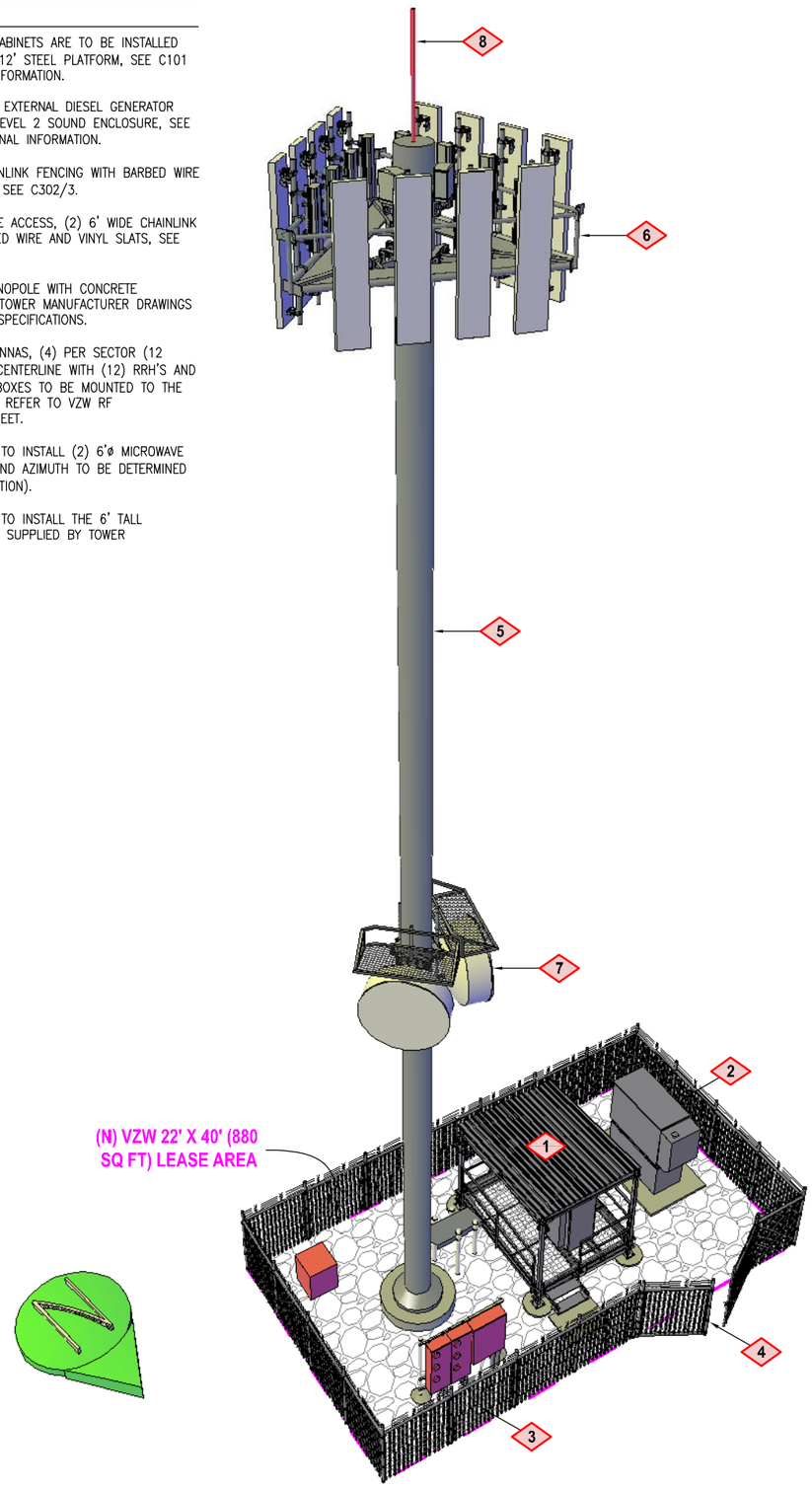
SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C101

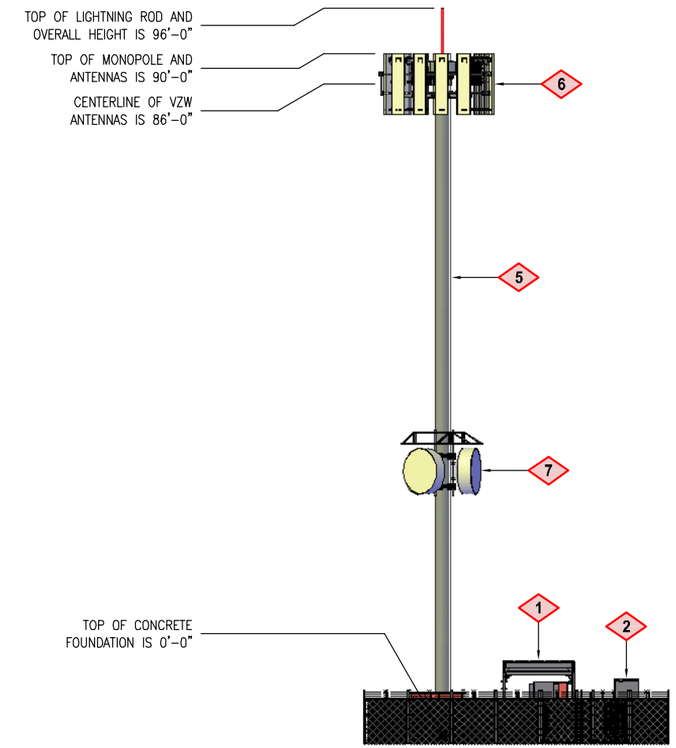
ENLARGED SITE PLAN | SCALE: 1/8" = 1'-0" | 1

KEYED NOTES

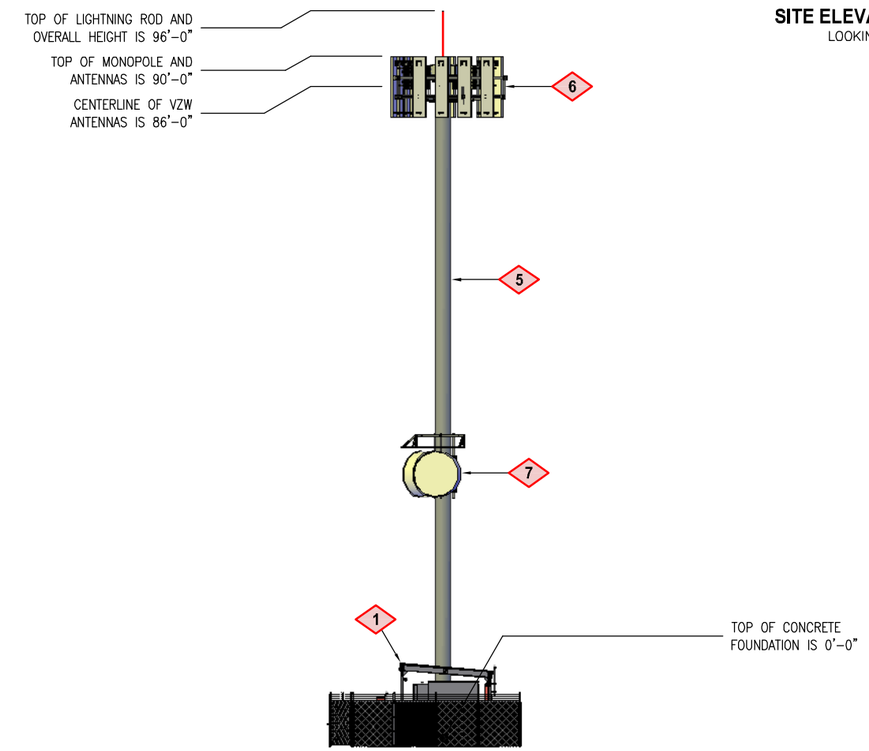
1. VZW EQUIPMENT CABINETS ARE TO BE INSTALLED UPON A 9'-6" X 12' STEEL PLATFORM, SEE C101 FOR ADDITIONAL INFORMATION.
2. VZW SD030 30KW EXTERNAL DIESEL GENERATOR (8'-3"T) WITH A LEVEL 2 SOUND ENCLOSURE, SEE C101 FOR ADDITIONAL INFORMATION.
3. VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE AND VINYL SLATS, SEE C302/3.
4. VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE AND VINYL SLATS, SEE C302/4.
5. VZW 90' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS.
6. VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 86' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
7. VZW CONTRACTOR TO INSTALL (2) 6'ø MICROWAVE DISHES (HEIGHT, AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).
8. VZW CONTRACTOR TO INSTALL THE 6' TALL LIGHTNING ROD AS SUPPLIED BY TOWER MANUFACTURER.



SITE ELEVATION
SOUTHWEST VIEW



SITE ELEVATION
LOOKING SOUTH



SITE ELEVATION
LOOKING EAST

verizon wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC
Technology Associates Engineering Corporation Inc.

TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY:	JAY C
CHECKED BY:	DAKOTA H

REV	DATE	DESCRIPTION
1	04.08.2016	MOVED SITE LOCATION
0	03.01.2016	ZONING DRAWINGS

PRO - SPLIT PEA
NE SEC 14, T5S, R1W
1461 NORTH 400 EAST
SARATOGA SPRINGS, UTAH 84043
-- RAWLAND SITE --

SHEET TITLE
SITE ELEVATIONS

SHEET NUMBER
C200

City of Saratoga Springs
Planning Commission Meeting
May 12, 2016
Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Minutes

Present:
Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay
Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Sarah Carroll, Senior Planner; Jamie Baron, Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder; Jess Campbell, Fire Chief
Others: Peter Simmons, Ken Evans

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

1. **Pledge of Allegiance -** led by Hayden Williamson

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

3. **Public Input**
Public Input Open by Chairman Kirk Wilkins
No input was given.
Public Input Closed by Chairman Kirk Wilkins

4. **Public Hearing: Site Plan and Conditional Use Permit for Pro Split Pea, located 1461 North 400 East, Technology Associates, applicant.**
Jamie Baron presented the application. This is a request for Site Plan and Condition Use Permit (CUP) approval for the purpose of constructing a 96' cellular tower on the property located at 1461 North 400 East. They are proposing a chain link fence with barbed wire and slats. Condition 3 has been met with a recent change that meets the 25' setback. It was recommended to pay attention to the code criteria section of the staff report, namely increased setback distance for safety and relating to the appearance and harmony with adjacent development.
Peter Simmons representing the applicant was present to answer questions.

Public Hearing Open by Chairman Kirk Wilkins
No public input was given.
Public Hearing Closed by Chairman Kirk Wilkins

Hayden Williamson was fine with the setbacks as they currently are but in some point in the future the tower could be an eyesore. He asked what the process was for changing the appearance in the future. Peter Simmons commented that when they approved the CUP that is the way it would be, they couldn't go back and redesign it. He noted that stealth designs are possible but often they stand out even more, are more of an eyesore, than a regular tower would that blends with existing power lines.

Ken Kilgore asked if there were other cell towers similar to this situation, he wondered how the setback compared. Peter Simmons replied with several examples that were comparable. Peter Simmons also advised that no restructuring of the land would be needed and that they would have a backup generator.

David Funk received clarification that the fence would be 6'.

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Sandra Steele asked why the fence was 20' back. Peter Simmons replied that it was for drive access and would be maintained. Sandra Steele doesn't like chain link with barbed wire near residential areas. She asked about using other types of fencing. Peter Simmons replied they had done other types of fencing and have had concerns about CPTED issues where someone could hide behind the fence. The police usually prefer to keep the fences that can be seen through. He believes the chain link with barbed wire is a higher deterrent.

Kirk Wilkins noted that the current fence design was permitted in this use. He thought the slats could be a color to match the neighboring residential fence. He asked what the commissioners thought about increasing the setback; all felt it met the current qualifications as proposed.

Motion made by Hayden Williamson to forward a positive recommendation of the Pro Split Pea Site Plan and CUP as outlined in Exhibit 4 with the Findings and Conditions in the Staff Report dated May 5, 2016. With the additional condition that the color of the slats in the chain link fence be consistent with the neighboring residential neighborhood as verified by Staff. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 7 - 0.

5. Continued Item from April 14, 2016: Bicycle & Pedestrian Study & Master Plan.

Kimber Gabryszak apprised the commission that most of the items from Planning Commission discussion have been addressed. Exceptions are Mountain Biking, which she will follow up with them on; and the Camp Williams trail which plans they don't have access to, we can show connectivity up to that future trail and to Eagle Mountain. She addressed bicycle parking; the ordinance is draft only and will be adjusted as needed by staff. It is an option that can be pulled out. There was some confusion on the bike lane for Foothill Blvd. there will be a sidewalk also but not a separate trail. In response to questions from Sandra Steele, she replied that the bus stop connections were handled by this plan and also City Council would be having their own work session on this item.

Sandra Steele was not comfortable approving until it was all correct.

Ken Kilgore noticed that this does not seem to address tricycles and that most cities have larger stalls for bikes than is being recommended here, in which case we are not accommodating for tricycles. He noted many tricycles in the Park City area.

David Funk was concerned that some trails are not marked and some trails marked are not there, it does not appear to be accurate.

Motion made by Hayden Williamson to continue the bicycle and pedestrian Master Plan to a future meeting. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 7 - 0.

6. Work Session: Setback Code Amendments.

Sarah Carroll said they had wanted to eliminate redundancies and inconsistencies in the document. There are some specifying landscaping requirements for non-residential uses in residential zones. Other items include distinguishing requirements for different residential options in the R-6 and higher zones. She reviewed the proposed changes. She reviewed changes in each section as listed in the staff report.

In discussing Residential areas Hayden Williamson was concerned that with a minimum lot size for single family in R10 the minimum lot size would force you to do multifamily because you couldn't get 10 single family homes in that area. Staff replied that it would probably be a more practical use or a mixture could happen. Sandra Steele asked if there was anything that said they could not fence in any area that is common area. Sarah Carroll replied they did not; they would follow up with and look at differentiations.

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Non-residential uses in residential zones: Sandra Steele commented that previously she had not wanted the 20,000 sq. ft. for non-residential uses; she thinks it shoe-horns things on. She thinks it should be 30-35,000 to allow for snow stacking or disabled parking, driveways and landscaping. Staff replied they were looking to build more flexibility into it. There could be smaller things like churches or day care that could fit. Just making it a larger lot doesn't solve the issue; they squish things on larger lots too. There are other requirements they would need to meet also. Mark Christensen said the critical issue is trying to squeeze too much on too small, not the size of the area to begin with.

In Accessory Units Sandra Steele commented that there should be something included that any accessory buildings that house animals should have a larger setback than 12'. David Funk noted that although it would be separated from a dwelling, it could be next to a trail.

Discussing Business/Office parks, Sandra Steele noted that business parks would look better with more green out front; perhaps there could be a build-to line. Ken Kilgore commented about the business parks that an area in So. Jordan by the river parkway was nice with offset buildings like Sandra Steele was talking about. There is limited parking in the front with workers in the back and green belts between. Kirk Wilkins liked the larger setbacks in the office parks. Brandon MacKay responded that it depends on how much parking they need; those buildings have big parking issues especially with a lot of clientele.

Sandra Steele asked if we were making a mistake in allowing Commercial projects to count parking islands as the 20% landscaping. Sarah Carroll felt sometimes they are barely able to meet it and it was good. David Funk felt it made it look nicer. Kirk Wilkins felt they should get credit. Ken Kilgore felt it was landscaping.

7. Work Session: Accessory Dwelling Units Code Amendments.

Jamie Baron advised the Planning Commission that over the last several years there have been multiple requests from residents in the city regarding the addition of accessory dwelling units (ADU's) to their homes. Additionally, code enforcement has discovered multiple illegal ADU's already in existence in the city. In an effort to provide alternative and affordable housing options in residential neighborhoods, staff has researched best practices both in the state and around the country and created a working draft of possible code for consideration.

Ken Kilgore asked for clarification on why a business license would be required. Kimber Gabryszak replied it is more of a place holder now; it could be something more like a rental dwelling license where they meet the code and follow the rules so that if someone does this they are not negatively affecting their neighbors and to make the units safer. Ken Kilgore wanted to know what triggered a safety issue with an apartment, was it that they weren't related? Was it that they paid rent? They are people regardless.

Kimber Gabryszak noted a few things that the Building Official suggested for permitting like separate air and fire separation. There would not be grandfathering as they are not legal now, they would have to retrofit. Sandra Steele noted it would be expensive to retrofit. This is a tool to help with the City's affordable housing. We are proposing owner occupancy to also minimize impacts. The alternative to this is to allow more apartments in the city.

Hayden Williamson didn't see additional people living downstairs as an additional risk to his family. He would like to see that once they got the permit it would stick with the house. He would like to make a low impact for people who are already doing this illegally to minimize their cost to meet code.

Sandra Steele thinks if people are going to do this they need to meet the building code. She noted that with a rental it is more transient and there are more safety issues to neighbors. She thought the Building Official could come to explain some of the recommendations.

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Kirk Wilkins is not seeing a lot of issues with people renting out basements. He would like the ability to be able to convert an existing basement without a lot of cost, a new build would be able to put an apartment in but the existing home wouldn't. He wanted to make sure this would be noticed to the whole city.

Brandon MacKay feels that we need to find something that is realistic, something that mirrors our demographic.

David Funk commented that there were differences between a separate dwelling and owner occupied. He felt there were also differences between renting your whole house and just renting the separate unit. Kimber Gabryszak replied that if someone were to leave and rent the whole house, this did not apply.

Kevin Thurman said we need to be careful that we don't overlap the building code.

Item 9 was moved forward.

9. Approval of Minutes:

a. April 28, 2016.

Motion made by to Sandra Steele to approve the minutes of April 28, 2016. Seconded by David Funk. Aye: Sandra Steele, David Funk, Hayden Williamson, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 7 - 0.

8. Work Session: Back Yard Landscaping.

Kimber Gabryszak relayed info from cities that had responded to a query of what they required for backyard landscaping. She noted that Bountiful, a city with similar slopes, required a Protective Ground Cover. Staff felt that recommending Protective Ground Cover would be a good minimum requirement.

Sandra Steele felt there should be landscaping in the backyard and provided pictures of problem areas and noted problems that have happened when a yard is not landscaped. You need the vegetation to hold the water long enough to replenish the aquafer.

Jess Chief Campbell advised that the city has adopted the Wildland Interface Code. It does not allow someone to put your property in peril of fire.

Hayden Williamson feels he has been clear in the past of where he stands on this issue.

Kimber Gabryszak said a couple things they could consider were: Requiring actual landscaping as we have the ability to regulate for aesthetics and protecting property value. Hayden Williamson feels the problem with aesthetics is it is arbitrary; some people may like what is an eyesore for another, it needs to look at impacts.

Ken Kilgore noted that if we change the backyard requirement then it would need to adjust the ½ acre landscape requirement.

10. Reports of Action. No Reports.

11. Commission Comments. No Comments.

12. Director's Report: - Items were included in the Staff Report

a. Council Actions

b. Applications and Approval

c. Upcoming Agendas

d. Other

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13. **Motion to enter into closed session. –** No Closed Session.

12. **Meeting Adjourned at 8:34 p.m. by Chairman Kirk Wilkins**

_____
Date of Approval

_____
Planning Commission Chair
Kirk Wilkins

_____
Nicolette Fike, Deputy City Recorder

DRAFT

City Council Memorandum

Author: Jamie Baron, Planner I
Memo Date: Tuesday, May 31, 2016
Meeting Date: Tuesday, June 7, 2016
Re: Reconsideration of Western Hills 2&3 Preliminary Plat Approval from May 17, 2016

Background & Request
On May 17, 2016 the City Council approved the Western Hills 2&3 Preliminary Plat with a condition related to connectivity between Western Hills and Sergeant Court, siting Section 19.12.06(1)(c). This condition requires the applicant to stub a street to the adjacent property to the east to allow for a potential future connection to Sergeant Court.

The applicant is requesting reconsideration of the motion for approval made on May 17, 2016, with regards to the condition for connectivity between Western Hills and Sergeant Court. The applicant requests the opportunity to address the Council to discuss the feasibility of applying the condition with considerations of existing storm drain infrastructure, grade change between the two properties, and creating a public access through a potential private commercial development. See the attached letter from the applicant.

The Buckland's own the property between Western Hills and Sergeant Court and have submitted a statement objecting to the proposed connection. The Buckland property is currently zoned Agricultural, and is Master Planned for Mixed Use, with a very small portion shown as residential. Based on recent decisions related to the rezoning for ABC Great Beginnings, when the Land Use Map of the General Plan is updated in the future, the Mixed Use designation will most likely be changed to one of the Commercial designations.

Process
The Council is required to pass a motion of reconsideration prior to any discussion on the reconsideration of the motion. Two potential motions are below.

Motion for reconsideration

"I move that the City Council discuss and possibly **reconsider** the motion made on May 17, 2016 for Western Hills 2&3 Preliminary Plat approval."

Motion against reconsideration

"I move that the City Council **dismiss** the request for reconsideration of the motion made on May17, 2016 for Western Hills 2&3 Preliminary Plat approval."

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801-766-9793 x 161 • 801-766-9794 fax
jbaron@saratogaspringscity.com

If the Council chooses to discuss and possibly reconsider the motion staff recommends that the Council allow the applicant to present their request, and then discuss the request further. Possible motions are below.

Motion to amend previous motion

"I move that the City Council **amend** the motion made on May 17, 2016 for Western Hills 2&3 Preliminary Plat approval and strike the condition requiring a stub street to the east."

Motion for no changes

"I move that the City Council approval for Western Hills 2&3 Preliminary Plat **stand** as made on May 17, 2016."

Attachments

A. Letter of request for reconsideration
B. Letter from Arthur Buckland
C. Section 19.12.06(1)(c)

H & H
ENGINEERING & SURVEYING, INC.

P.O. BOX 1649
42 North 200 East, Suite 1
AMERICAN FORK, UTAH 84003
PH (801) 756-2488
FAX (801) 756-3499

May 25, 2016

Planning Dept
Saratoga Springs City, Utah

RE: Western Hills Residential Subdivision - Connectivity

We have taken time to review the City Council Motion and discussion on requiring the Western Hills Subdivision to connect to the Sergeant Court Townhome PUD. I understand a portion of the issue, however, we have found that the Sergeant Court Project is platted and the only connection point will be through the Commercial Parking Lot. There can't be a direct roadway connection from Western Hills to the Sergeant Court Project.

Along the easterly boundary of the Western Hills exists a storm drain line that connects the detention pond behind the elementary school to the storm drain line in Redwood Road. This storm drain line is located higher in elevation than the property to the east (Buckland Property), as well as the Sergeant Court Project. In order to construct a road from Western Hills to the Buckland Property, the roadway will need to go over the top of the storm drain which in turn would be approximately 5' higher than the native ground on the Buckland Property. This roadway would likely be more of a burden to the Buckland's than a help for connectivity. Additionally, the Buckland property does have a connection to Redwood Road.

I am aware of the requirement for Commercial Projects to connect through parking lots via cross access easements. I believe connectivity can better be accomplished through parking lots than a public roadway. A public roadway may also split the property limiting site plan options.

The J Waleb Property currently is burdened by a sewer easement, a storm drain easement and a trail easement. Connecting a road to this property will greatly impact the development of the property by using the more buildable area for a roadway. From a site plan perspective, this is likely not favorable. A private parking lot may however connect by going over the storm drain. The same problem exists with crossing the storm drain line, however this can be done easier as a driveway than a public street. The driveway will not be required to maintain a 30mph design standard.

Pedestrian access to the school and surrounding areas has been planned with the trail that borders the school, the west side of Sergeant Court, and runs along the easterly border of the Western Hills Project.

We greatly feel that the requirement with the approval of the Western Hills Preliminary Plat to connect to adjoining commercial properties should be re-considered as the roadway elevations and grades are not compatible to the adjoining properties because of the storm drain line. Other

H & H
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conditions such as public roadways to private roadways, commercial connections to residential connections and connectivity to public streets should be considered. Additionally, with the approval of the Mountain View Corridor in this area, this should help relieve some of the traffic congestion along Redwood Road.

Thank you,

Victor Hansen, P.E.
Project Engineer

May 26, 2016

Art and Eunice Buckland
343 Commercial Street, No. 103
Boston, MA 02109-1212
May 26, 2016

City of Saratoga Springs
1307 North Commerce Street, No. 200
Saratoga Springs, UT 84045

To Whom it May Concern:

We the undersigned Arthur and Eunice Buckland understand that the Preliminary Plans for Western Hills Phases 2 and 3 was approved with a condition that connectivity be established between Sergeant Court and Western Hills. We are aware of the 4-foot to 5-foot grade change that exists along the boundary of our properties and are against a public road going through the middle of our property, tax serial number 58:023:0160 to accommodate this condition of approval. This roadway will divide our property creating an unacceptable condition when we move forward with the development of our property.

We are further concerned that our neighbor to the south, Sergeant Court, has illegally destroyed and stolen our fencing even though we objected. They illegally dumped landfill on our property and the Western Hills project. They then built housing within a few feet of our property line against town zoning requirements. They cut off the power to our land. We objected throughout this process and they ignored us. They appear now to have fraudulently sold parts of our land to third parties and built ugly fencing on our property to apparently mark where they sold our land. Without prejudice, in the strongest possible manner we object to and want absolutely no connectivity with Sergeant Court, nor should Western Hills be substantially diminished by connecting in any way to the Sergeant Court development. They have broken civil and criminal laws regarding our property and we cannot accept being connected or associated in any way. We believe the City of Saratoga Springs should instead be requiring them to remove the illegally constructed buildings and roads.

Respectfully submitted,

Arthur Buckland Eunice Buckland

19.12.06. General Subdivision Improvement Requirements.

1. **Subdivision Layout.** This Section contains general requirements regarding overall subdivision design and layout. The following provisions apply to new subdivisions:

    c. The City will require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.

OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT is made this ____ day of _____, 2016, by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("**Seller**") and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("**Buyer**").

RECITALS

A. Seller is the owner of approximately one hundred (100) acres in Utah County, Utah, which property is legally described on Exhibit A attached hereto (collectively, the "**Real Property**").

B. Subject to the covenants, terms, conditions and provisions set forth in this Agreement, (i) Buyer desires to acquire the Real Property from Seller for the construction of a regional public sports complex, and Seller is willing to convey the Real Property to Buyer, and (ii) Buyer desires to obtain from Seller the option to purchase the Real Property in phases from Seller, and Seller is willing to grant to Buyer the option to acquire the same.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1 Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2 Appraisal Instructions – Defined in Section 3.3.1.

1.3 Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.4 Buyer – Defined in the first paragraph of this Agreement.

1.5 Buyer Appraisal – Defined in Section 3.3.2.

1.6 Buyer's Default – Defined in Section 15.2.

1.7 Casualty Loss Value – Defined in Section 13.3.1.

1.8 Closing or Closings – The closing and consummation of the Initial Phase and thereafter of each Phased Take-Down, as evidenced by the delivery of all required funds to Seller with respect to such Initial Phase and/or each Phased Take-Down and the recordation of the Deed for same.

1.9 Closing Date – The applicable date for each Closing, which Closings shall occur, (i) with respect to the Initial Parcel, on or before November 1, 2016, and (ii) with respect to each Phased Take-Down, on any date chosen by Buyer after the delivery of a Take-Down Notice to Seller to purchase

the applicable Take-Down Parcel, provided such date must be (a) disclosed to Seller in the applicable Take-Down Notice, (b) at least thirty (30) days after the delivery of such Take-Down Notice, and (c) on or before the expiration of the Outside Closing Date.

1.10 Current Knowledge – With respect to Seller, the current, actual knowledge of Thane Smith and Steve Wood with no duty to investigate. With respect to Buyer, the current, actual knowledge of Mark Edwards with no duty to investigate. Notwithstanding the foregoing, neither Thane Smith, Steve Wood, nor Mark Edwards shall have any personal or other liability of any kind hereunder for any purposes whatsoever.

1.11 DAP – Defined in Section 4.3.

1.12 Deed or Deeds – Defined in Section 10.2.1.

1.13 Effective Date – Defined in the first paragraph of this Agreement.

1.14 Escrow – The escrow created with the Escrow Agent pursuant to this Agreement.

1.15 Escrow Agent – Jay Thompson, First American Title Insurance Company, 560 South, 300 East, Salt Lake City, Utah 84111, or as otherwise mutually agreed to by the parties.

1.16 Fair Market Value – The fair market value of the applicable Take-Down Parcel being purchased as of the applicable Closing Date therefor, taking into account the highest and best use of the Take-Down Parcel with a vested density of at least 4 units per acre, including both culinary water and secondary water—from the Utah Lake Distributing Company or the Welby Jacob Water Users Company—together with (a) all zoning, entitlement, and/or development rights vested for and/or relating to the applicable Take-Down Parcel, (b) all limitations, faults, defects, liens, exceptions, encumbrances, and hazards (provided, however, in no event shall any portion of the applicable Take-Down Parcel be deemed to be in the flood zone unless same continues to be in the flood plain after the LOMR is issued), (c) improvements to the applicable Take-Down Parcel, and (d) any other elements of value that exist as of the Effective Date or that have been added to the applicable Take-Down Parcel by any person as of the applicable Closing Date. In no event shall the Fair Market Value be limited to the fair market value of the applicable Take-Down Parcel as open space, green space, or park space unless said open space, green space, or park space was provided as a requirement of subdivision plat approval, development activity, rezone request, or development agreement (provided, however, in no event shall any such requirement of Seller be greater than the requirements of any other third party for such same for plat approval, development activity, rezone request, or development agreement as determined pursuant to the zoning ordinances in effect on the Effective Date).

1.17 Final Closing – The Closing of the final Phased Take-Down for the entire remainder of the Property then unpurchased by Buyer.

1.18 [Intentionally Deleted].

1.19 Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 *et seq*., (b) the

Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101 *et seq*., (v) the Resource Conversation and Recovery Act, 42 U.S.C. Sections 6901 *et seq*., (d) the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq*., (e) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 *et seq*., (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.20 Initial Parcel – The portion of the Property described on Exhibit B attached hereto, which shall be purchased on the Closing Date described in Section 1.9(i) above.

1.21 Initial Parcel Purchase Price – Defined in Section 3.1.1.

1.22 Initial Title Report – Defined in Section 5.2(A).

1.23 Inspection Materials – Defined in Section 5.2.

1.24 Inspection Review – Defined in Section 5.

1.25 Joint Appraisal – Defined in Section 3.3.1.

1.26 Lease – Defined in Section 8.

1.27 LOMR – Defined in Section 2.3.

1.28 Open Space Credits – Defined in Section 3.1.1.

1.29 Opening of Escrow – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.30 Option – Defined in Section 2.2.

1.31 Option Property – The Property less and excepting the Initial Parcel.

1.32 Option Property Purchase Price – Defined in Section 3.1.2.

1.33 Option Obligations – Defined in Section 4.

1.34 Option Termination Date – Defined in Section 2.2.

1.35 Outside Closing Date – On or before the date that is seven (7) years after the Effective Date.

1.36 Permitted Exceptions – All taxes and assessments against the Property which are not yet due and payable as of the applicable Closing Date, all current zoning laws and restrictions relating to the Property, any patent claims, and all other matters affecting title to the Property contained in the Initial Title Report, each Take Down Parcel Title Report, or shown on the Survey as are accepted by Buyer pursuant to the provisions of Section 6.2.

1.37 Phased Take-Down or Phased Take-Downs – Defined in Section 2.2.

1.38 Property – All of the Real Property depicted and described in Exhibit A attached hereto, together with: (i) all easements, rights of way, benefits, and appurtenances running with such Real Property; (ii) all of Seller's right, title and interest, if any, in any land (and related improvements) lying in any street, road or avenue in front of, adjacent to, or adjoining, such Real Property including (i) the Water Rights, and (ii) any oil, gas, mineral, or subsurface rights of any kind related to the Real Property, to the extent owned by Seller.

1.39 Property Feasibility Period – The period of time from the Effective Date through and including 5:00 p.m., Utah time, on the date that is thirty (30) days after the Effective Date.

1.40 Purchase and Sale Transaction – The purchase of all of the Property by Buyer, and the sale of all of the Property by Seller, as contemplated by this Agreement.

1.41 Purchase Price – Defined in Section 3.1.

1.42 Real Property – Defined in Recital A.

1.43 Seller – Defined in the first paragraph of this Agreement.

1.44 Seller Appraisal – Defined in Section 3.3.2

1.45 Seller's Default – Defined in Section 15.1.

1.46 [Intentionally Deleted].

1.47 Sensitive Lands – Defined in the City's Land Development Code, Title 19, as of the Effective Date.

1.48 Survey – Defined in Section 6.1.

1.49 Take-Down Notice – Defined in Section 2.3.

1.50 Take-Down Parcel – Defined in Section 2.3.

1.51 Take-Down Parcel Title Objections – Defined in Section 6.2.2.

1.52 Take-Down Parcel Title Report – Defined in Section 6.2.2.

1.53 Take-Down Parcel Title Review Period – Defined in Section 6.2.2.

1.54 Title Objections – Defined in Section 6.2.

1.55 Title Policy – Defined in Section 7.

1.56 Water Rights – Defined in Section 9.

1.57 Wetlands – Defined in Section 2.4.

2. PURCHASE, SALE, OPTION.

2.1 Agreement to Purchase and Sell. Subject to and in accordance with the terms, conditions, and provisions of this Agreement, and for the consideration stated herein, Seller agrees to sell the Initial Parcel to Buyer and Buyer agrees to buy the Initial Parcel from Seller. This agreement does not prevent Seller, at Seller's discretion and subject to Seller's approval, from dedicating or selling additional land to Buyer in the form of credits as defined in Section 3.1.1 for land acquired by Buyer.

2.2 Option to Purchase. Provided Seller satisfies and completes the Option Obligations, and subject to and in accordance with the terms, conditions, and provisions of this Agreement, and for the consideration stated herein, Seller hereby grants to Buyer the option to purchase, from time to time, all or portions of the Option Property, in Buyer's sole and absolute discretion, upon the terms, provisions, and conditions and for the consideration set forth in this Agreement (the "**Option**"). Each time that Buyer elects to purchase a portion of the Option Property as determined in Section 2.3 below shall be referred to herein as a "**Phased Take-Down**" and collectively as the "**Phased Take-Downs.**" If Buyer elects to fully purchase the Option Property, it shall be purchased through a maximum of four (4) Phased Take-Downs. The Option shall terminate on or before the date which is seven (7) years after the Effective Date, unless the parties are diligently working towards closing on a portion of the Option Property pursuant to a Phased Take Down in which event the termination date will be extended up to a total of ninety (90) additional days after the seven (7) year period (the "**Option Termination Date**"). On the Option Termination Date, all rights of Buyer under this Agreement shall automatically terminate. In the event that Buyer has not fully purchased all of the Property on or before the Option Termination Date, then Buyer shall not have the right under this Agreement to purchase any other portions of the Property not fully purchased prior to such Option Termination Date.

2.3 Designation of Take-Down Parcels. In connection with each and every Phased Take-Down, Buyer shall reasonably designate the portion of the Option Property Buyer desires to purchase (each a "**Take-Down Parcel**"), provided that the final Phased Take-Down shall consist of all the Property not theretofore deeded to Buyer at a Closing. In the case of any Take-Down Parcel consisting of less than all of the Option Property not theretofore deeded to Buyer at a Closing, such designation shall be subject to Seller's approval, which shall not be unreasonably withheld. In connection with such approval, Seller shall grant its consent to a proposed Take-Down Parcel if either (a) the proposed Take-Down Parcel consists of all of the remaining portions of the Option Property not yet then-purchased, or (b) the proposed Take-Down Parcel meets and satisfies all of the following: (i) all remaining portions of the Option Property not taken down by Buyer at any given time shall consist of a minimum of thirty (30) contiguous acres and have good legal and physical access sufficient for all applicable governmental authorities to approve the full development and use of such remaining portions of the Option Property in accordance with all applicable law, (ii) the unpurchased portions of the Option Property may be developed and used in accordance with applicable permits, approvals, laws, statutes, codes, regulations, and other requirements and (iii) there are no "spite strips," gaps or similar type gores unless otherwise agreed to by the parties in writing. Buyer and Seller shall execute all such easements and other documents, and take all other actions necessary, to satisfy the conditions set forth in subsections (b)(i) – (b)(iii) herein at each Closing. In all events, Buyer shall be required to take all necessary actions (at Buyer's sole cost) to confirm and assure that no Take-Down Parcel shall constitute any illegal subdivision of any kind under applicable law, with such costs of subdividing borne equally by the Parties. Subject to the foregoing, Buyer may elect to purchase a Phased Take-Down at any time, or from time to time, on or before the Outside Closing Date, in Buyer's sole and absolute discretion, by delivering to Seller a written notice of election (each, a "**Take-Down Notice**"). Any Take-Down Notice shall include (1) a description of the portion of the Option Property, or Take-Down Parcel, that Buyer desires to purchase, and (2) a

suggested date for the Closing of the purchase of the proposed Take-Down Parcel, which date shall in no event be (x) earlier than thirty (30) days after the date of delivery to Seller of the Take-Down Notice and (y) not later than the Outside Closing Date. In all events, if Buyer elects to purchase less than all of the Option Property in a Phased Take-Down, Buyer shall nevertheless be bound and required to close on or before the Outside Closing Date. Notwithstanding the foregoing and/or any other language to the contrary in this Agreement, Buyer and Seller acknowledge and agree that Seller is currently working with the Federal Emergency Management Agency to approve and perform certain improvements required in order to obtain from the Federal Emergency Management Agency a Letter of Map Revision ("**LOMR**") which is expected to remove certain portions of the flood zone associated with the Tickville Gulch from the Zone A designation (also known as the Flood Plain), which LOMR may affect all or a portion of the Option Property currently within Tickville Gulch. In connection therewith, Buyer and Seller hereby agree that prior to determining the Fair Market Value of, and/or designating any, Take-Down Parcel, said LOMR process must be completed and such LOMR must have been obtained by Seller.

2.4 Wetlands. Notwithstanding any language to the contrary in this Agreement, the parties hereby acknowledge and agree that the first Phased Take-Down of any portion of the Option Property (after the Initial Parcel is conveyed to Buyer) shall and must include all of the Wetlands as defined below. For purposes of this Agreement, the term "**Wetlands**" shall include any and all wetland and water areas as specifically identified and delineated during the time from the Effective Date until the first Phased Take-Down Closing by Seller in accordance with the following terms. During said time, Seller at its sole cost, shall work with and submit all applicable applications to the Army Corp of Engineers and/or all other applicable governmental entities or departments to cause the Wetlands to be fully delineated to the extent necessary to allow full development of the Option Property. In all events, the delineation of the Wetlands must be fully completed prior to the Closing of the first Phased Take-Down. The parties hereby agree to work together in good faith with respect to such delineation. In all events, the Wetlands shall be valued, for purposes of calculating the Purchase Price for same, at Fair Market Value taking into account the existence of the Wetlands (subject to Section 3.1.2 below).

3. PURCHASE PRICE.

3.1 Amount of Purchase Price.

3.1.1 Initial Parcel Purchase Price. The purchase price and consideration (the "**Initial Parcel Purchase Price**") to be paid by Buyer for the purchase of all of the Initial Parcel shall be open space credits, green space credits, or similar credits (the "**Open Space Credits**") from Buyer which may be used by Seller in the future (at Seller's sole discretion) in connection with any development of any other real property of Seller or Seller's affiliates within the City of Saratoga Springs that is part of the District Area Plan, the amount of which credits an amount equal to the total, gross square footage of the Initial Parcel. Such Open Space Credits shall satisfy the land area requirements but not the improvement requirements of the City's Land Development Code in connection with the District Area Plan and shall be transferable to any other person, entity, or party by written notice to the City. Except with respect to the Initial Parcel, the Open Space Credits shall be subject to any reductions to open space for Sensitive Lands per the City's Land Development Code as of the Effective Date, which allows no more than 50% of the gross acreage of the open space to be Sensitive Lands.

3.1.2 Option Property Purchase Price. The purchase price and consideration (the "**Option Property Purchase Price**") to be paid by Buyer for the purchase of each Take-Down Parcel of the Option Property shall be equal to the then Fair Market Value of the applicable Take-Down Parcel as of the Closing Date therefor. Notwithstanding any language to the contrary herein, and notwithstanding

any valuation set forth in any Joint Appraisal, Seller Appraisal, or Buyer Appraisal as set forth in Section 3.3 below, in all events Buyer shall pay a minimum of $102,000.00 per gross acre for the Option Property and the Fair Market Value per gross acre for the Wetlands, which minimum amounts shall increase over time and shall escalate by 4.5% annually from the Effective Date.

3.2 Payment of Purchase Price.

3.2.1. Payment of the Initial Parcel Purchase Price. At the Closing for the Initial Parcel dedicated by Seller, Buyer shall deliver to Seller all written approvals as may be necessary to cause the Open Space Credits to be fully usable, valid, enforceable, and assignable by Seller, which shall be issued in a form of a certificate duly executed and acknowledged by the Buyer.

3.2.2 Payment of the Option Purchase Price. As set forth above, it is anticipated that the Property will be taken down in up to four (4) Phased Take-Downs. In connection with each Phased Take Down, Buyer's Option Property Purchase Price for each applicable Take-Down Parcel shall be an amount equal to the then Fair Market Value of the Take-Down Parcel as of the Closing Date therefor, subject to the minimum amounts set forth in Section 3.1.2 above.

3.3 Determination of Fair Market Value. In determining the Fair Market Value of any Take-Down Parcel, Seller and Buyer shall work together in good faith to agree upon such Fair Market Value. In the event that Seller and Buyer are unable to agree upon such Fair Market Value, then the Fair Market Value shall be determined through an appraisal process as set forth below in this Section 3.3.

3.3.1 Joint Appraisal of the Applicable Take-Down Parcel. Seller and Buyer, jointly, shall hire a mutually chosen appraiser to conduct and perform an appraisal of the Fair Market Value of the applicable Take-Down Parcel (the "**Joint Appraisal**"), which appraiser shall hold a valid State Certified General Real Estate Appraiser License issued by the State of Utah and shall be certified as a Member of the Appraisal Institute. In all events, in connection with the Joint Appraisal, the appraiser shall use the appraisal instructions set forth on Exhibit C attached hereto (the "**Appraisal Instructions**"). The cost of the Joint Appraisal shall be split 50/50 by Seller and Buyer. If Seller and Buyer agree upon the Fair Market Value set forth in the Joint Appraisal, then such Fair Market Value shall be the Purchase Price for the applicable Take-Down Parcel appraised in such Joint Appraisal.

3.3.2 Seller Appraisal and Buyer Appraisal. If either Seller or Buyer disagrees with the Fair Market Value of any Take-Down Parcel set forth in the Joint Appraisal, then the disagreeing party shall provide written notice to the other party within fifteen (15) days after receipt of the Joint Appraisal, then each party shall select an appraiser (which appraiser must hold a valid State Certified General Real Estate Appraiser License issued by the State of Utah, must be a Member of the Appraisal Institute, and must have at least ten (10) years of experience in appraising real estate similar to the Property) and cause, at such party's own expense, such appraiser to conduct and perform an independent appraisal of the Fair Market Value of the applicable Take-Down Parcel, which appraisals shall each be conducted within thirty (30) days after the delivery and receipt of the notice of the disapproval of the Joint Appraisal from one party to the other as set forth above. All such appraisals shall be completed in accordance with the Appraisal Instructions. Seller, upon receipt of the appraisal commissioned by Seller (the "**Seller Appraisal**") shall deliver a copy of such Seller Appraisal to Buyer. Buyer, upon receipt of the appraisal commissioned by Buyer (the "**Buyer Appraisal**") shall deliver a copy of such Buyer Appraisal to Seller. The parties shall then, after reviewing the Fair Market Value of the applicable Take-Down Parcel set forth in the Joint Appraisal, the Seller Appraisal, and the Buyer Appraisal, take the two (2) appraisals with the closest Fair Market Value valuations and average same.

Such average shall be deemed the Fair Market Value and Purchase Price for the applicable Take-Down Parcel for all purposes under this Agreement.

4. OPTION DEVELOPMENT OBLIGATIONS.

4.1 Buyer's Obligations in Order to Retain Option. In order for Buyer's Option to be valid, effective, and binding, Buyer must, (a) within twenty four (24) months after the Closing Date for the Initial Parcel, begin material construction of the improvements generally shown on the concept plan attached hereto as Exhibit F (the "**Concept Plan**") related to the Initial Parcel, including starting construction of a minimum of four baseball fields, and all necessary and applicable access roadways, utilities, parking and amenities, as determined by City in its sole discretion, for such baseball fields, (b) continue with all reasonable diligence to complete the improvements as soon as possible thereafter, and (c) cause the Initial Parcel to be used, as determined by City in its sole discretion, from and after the date that the construction is completed, as a regional park and related facilities open to the public for public use and enjoyment (collectively, the "**Option Obligations**"). In the event that the Option Obligations are not fully satisfied then this Agreement shall terminate, after a 30-day cure period with 7 days advance written notice to Buyer, and Buyer shall grant, convey and transfer the Initial Parcel to Seller, at no cost to Seller, by Special Warranty Deed (in the same form as provided to Buyer under the terms of this Agreement) in the same condition that it was originally conveyed to Buyer hereunder, free and clear of any new encumbrance, monetary or otherwise, within ten (10) days of receiving written request by Seller. Upon return, Seller shall return and forfeit any open space credits and return any money paid to Seller for such Initial Parcel.

4.2 Continuing Development Obligations. In all events, with respect to any Take-Down Parcel, Buyer shall have the obligation to begin material construction and continue with all reasonable diligence to complete construction of the improvements for such Take-Down Parcel as soon as possible thereafter as shown on the Concept Plan prior to delivering to Seller any Take-Down Notice for any other Take-Down Parcel (provided, however, construction shall not need to be completed prior to the delivery of such Take-Down Notice). Seller shall not have any obligation to convey title to any Take-Down Parcel under this Agreement unless and until Buyer has begun construction and continued with all reasonable diligence towards full construction of the improvements shown on the Concept Plan (as set forth above) on all such Take-Down Parcels previously transferred and/or conveyed to Buyer, all to the reasonable satisfaction of Seller. Any material changes to the Concept Plan shall be subject to Seller's review and approval. In connection with such material changes, prior to commencing any work related thereto for each Take-Down Parcel, Buyer shall deliver to Seller a revised Concept Plan showing all material revisions. Seller shall have thirty (30) days after receipt of such revised Concept Plan to review and approve same, which approval shall not be unreasonably withheld, conditioned or delayed. In the event Seller disapproves any such revisions to the Concept Plan, then Seller shall provide Buyer with a written notice specifically setting forth such item(s) or aspect(s) that Seller disapproves. Buyer shall thereafter revise such Concept Plan and re-submit same to Seller for Seller's review and approval. In all events, Buyer shall not cause any work on the applicable improvements to be commenced prior to Seller's full approval of all material changes to the Concept Plan. At all times, this paragraph shall be subject to the restrictions in Article XIV, Section 3 of the Utah Constitution.

4.3 Irrigation Canal Easements and Maintenance. At each of the Closings, including the Initial Parcel Closing and any Closing related to the Option Property, Seller shall reserve an easement over and across all existing irrigation water facilities, wells, springs, canals, ditches, and other irrigation water distribution facilities located on the Property conveyed to Buyer, which easement shall be for the benefit of the portion of Property still held by Seller (or its affiliates) and shall be for the purposes of

using the same for the conveyance of irrigation water to the portion of Property still held by Seller. Buyer will have the right to relocate, at its sole cost and expense, any such facilities, canals, or ditches, and the easement reserved by Seller, provided that Seller is conveyed similar easement rights in the relocated area and the irrigation water is efficiently and safely provided through the new easement area. Seller shall maintain the irrigation canals and ditches located on the Property conveyed to Buyer until such time that all Option Property has been conveyed to Buyer or Seller is no longer using the Property or the water said canals and ditches for agricultural purposes, which maintenance will occur in a good and workman like manner to standards similar to those used by Seller in maintaining said ditches and canals and in a manner that ensures that wetlands are not created or exacerbated by seepage or discharge of water from said canals or ditches. In the event that Buyer desires to reroute or pipe flows from existing ditches to alignments on or across Seller's remaining property in order to discharge to the Jordan River, Buyer and Seller shall work together to locate an alignment and corresponding easement or right of way that is mutually agreeable. Buyer shall be solely responsible to compensate Seller for the value of said easement(s) or rights of way.

4.4 Survival. The terms of this Section 4 shall survive each and every Closing and the delivery and recordation of each and every Deed.

5. INSPECTION REVIEW AND PROPERTY FEASIBILITY PERIOD. From the Effective Date until the Final Closing, Buyer shall have the right to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyer to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property (the "**Inspection Review**"). The Inspection Review shall include the following:

5.1 Inspection Review. Seller hereby grants to Buyer and Buyer's employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Buyer's sole risk, to conduct the Inspection Review. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Inspection Review. Notwithstanding the foregoing, Buyer shall not have the right to perform any invasive or intrusive testing at, in, on or under the Property related to any "Phase II" type environmental testing without the additional prior written consent of Seller, which consent shall not be unreasonably withheld. In all events, Buyer shall use its best and most diligent efforts to minimize any inconvenience or disturbance of any and all users or occupants of the Property in connection with Buyer's entry onto, or Inspection Review of, the Property.

5.2 Inspection Materials. Seller, promptly after the Opening of Escrow and until the Final Closing, shall make available the following to Buyer, to the extent, to Seller's Current Knowledge, same are in Seller's possession or control (collectively, the "**Inspection Materials**"):

(A) A title commitment with respect to the entire Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with legible copies of all instruments referred to in the report (collectively, the "**Initial Title Report**");

(B) The most recent survey of the Property, if any;

(C) Real estate tax bills and assessments relating to the Property for the most recent tax year;

(D) A copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing

(E) Evidence of any water rights, credits, and/or shares referenced in Section 1.38;

(F) Any environmental reports or studies of any kind; and

(G) Any and all other documentation related to the Property.

In no event shall Seller be required to provide to Buyer any materials or documentation that are reasonably deemed confidential or propriety in nature by Buyer, the delivery of which would jeopardize their privileged status as attorney work product or attorney-client privileged communications so long as Seller notifies Buyer in writing of the withholding of such materials or documentation without disclosing the content of the privileged communications. All Inspection Materials are furnished to Buyer "AS IS," and "WITH ALL FAULTS," with no warranty or representations of any kind whatsoever from Seller. Buyer's reliance on, and/or use of, any such Inspection Materials shall be at Buyer's sole risk.

5.3 Buyer's Termination Right Prior to the Expiration of the Property Feasibility Period. At any time prior to the expiration of the Property Feasibility Period, Buyer shall have the right for any reason, or for no reason at all (including without limitation, Buyer's objection to any item or issue either (i) disclosed in any Inspection Materials, or (ii) found in connection with any Inspection Review), in its sole discretion, to terminate and cancel this Agreement by delivering to Seller written notice thereof. Thereafter, neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In all events, if Buyer has not delivered to Seller a notice of termination, in the manner provided for the giving of notice as set forth in this Agreement, prior to the expiration of the Property Feasibility Period, then Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

6. TITLE AND SURVEY REVIEW.

6.1 Survey. Buyer shall, at Buyer's expense, have the right to obtain a survey for the Property by either updating the survey provided by Seller (if any) in accordance with Section 5.2(B) above, or causing to be prepared a new survey for the Property. The most recent survey for the Property, whether such survey is a new or updated survey prepared for the benefit of or commissioned by Buyer, or any previous survey provided by Seller, shall be referred to herein as the "**Survey**". The Survey shall be certified by a licensed surveyor currently licensed in the State of Utah to both Buyer and Seller.

6.2 Title Objections.

6.2.1 Title Objections Generally. Buyer shall have the right at any time prior to the expiration of the Property Feasibility Period to review and to object, in writing, to any easements, liens, encumbrances, survey items, or other exceptions or matters in the Initial Title Report or shown on the Survey (collectively, the "**Title Objections**"). If Buyer fails to timely object to anything in the Initial

Title Report or Survey within the Property Feasibility Period, then the condition of title to the Property reflected on the Initial Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Property Feasibility Period, Seller shall determine, in its sole discretion as to each Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Notwithstanding the foregoing, in all events Seller shall be obligated to eliminate any deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens placed on or against the Property by Seller, its agents or employees (or due to any actions or inactions of Seller, its agents or employees) to the extent of the Purchase Price. Any such Title Objections that Seller has agreed to eliminate or insure over shall be cured with respect to any Take-Down Parcel on or before the applicable Closing for such Take Down Parcel. Seller may provide, but is not required to provide, written notice indicating whether or not Seller is willing or able to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to Buyer in Buyer's sole discretion. If, prior to the expiration of the Property Feasibility Period, Buyer is not satisfied with the condition of title for any reason, then prior to the expiration of the Property Feasibility Period Buyer may, terminate this Agreement by giving Seller written notice of termination (or otherwise not deliver any Take-Down Notice), whereupon neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event that Buyer does not timely provide such termination notice, and Buyer delivers a Take-Down Notice, then Buyer shall be deemed to have waived all such Title Objections that Seller was unwilling or unable to cure with respect to such Take-Down Parcel, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

6.2.2 Take-Down Parcel Title Reports. Within ten (10) days after any Take-Down Notice is provided by Buyer to Seller with respect to any Take-Down Parcel (and provided such Take-Down Parcel meets the requirements set forth in Section 2), Seller shall cause Escrow Agent to provide Buyer with a title commitment with respect to the applicable Take-Down Parcel and committing to issue a standard owner's policy of title insurance with respect to such Take-Down Parcel, together with legible copies of all instruments referred to in the report to the extent not previously provided to Buyer with the Initial Title Report (collectively, a "**Take-Down Parcel Title Report**"). To the extent such Take-Down Parcel Title Report contains title exceptions and/or title encumbrances (a) which were not included or disclosed on the Initial Title Report, or (b) which were not caused or requested by Buyer (collectively, the "**New Title Encumbrances**"), then Buyer shall have fifteen (15) days after receipt of such Take-Down Parcel Title Report (the "**Take-Down Parcel Title Review Period**") to review and object to such New Title Encumbrances (collectively, the "**Take-Down Parcel Title Objections**"). All exceptions and encumbrances that (1) were previously included or disclosed on the Initial Title Report or (2) were caused or requested by Buyer shall be deemed Permitted Exceptions and Buyer shall have no right to object to same if Buyer failed to object to the Initial Title Report. If Buyer fails to timely object to any New Title Encumbrances within the Take-Down Parcel Title Review Period, then the condition of title of the applicable Take-Down Parcel reflected on the Take-Down Parcel Title Report will be deemed approved in all respects. If Take-Down Parcel Title Objections are made within the Take-Down Parcel Title Review Period, Seller shall determine, in its sole discretion as to each Take-Down Parcel Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Take-Down Parcel Title Objections. Seller shall notify Buyer in writing, within five (5) days after receipt of the Take-Down Parcel Title Objections as to those Take-Down Parcel Title Objections that Seller will cause to be eliminated or insured over at the Closing for the Take-Down Parcel. If Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Take-Down Parcel Title Objections, upon terms acceptable to Buyer in Buyer's sole discretion, then Buyer may either (A) waive the Take-Down Parcel Title Objections that Seller was unwilling or unable to cure, or (B) terminate this Agreement within five (5) days after receipt of Seller's written notice

relating to the Take-Down Parcel Title Objections by giving Seller written notice of termination, whereupon neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Take-Down Parcel Title Objections, but Buyer does not terminate this Agreement within the five (5) day period described above, then Buyer shall be deemed to have waived all such Take-Down Parcel Title Objections that Seller was unwilling or unable to cure, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

7. TITLE POLICIES. At each Closing for each Take-Down Parcel, Escrow Agent shall issue to Buyer, at Seller's expense, a standard owner's policy of title insurance meeting the most current version of the *ALTA Owner's Policy of Title Insurance* through the title insurance agency that issued the Commitment (each, a "**Title Policy**") in the full amount of the Interim Purchase Price Installment or the Purchase Price, as applicable, for such Take-Down Parcel insuring Buyer as the fee owner of the Take-Down Parcel, subject to all Permitted Exceptions and standard exceptions relating to the most current version of the *ALTA Owner's Policy of Title Insurance*. Buyer may, it its expense, obtain extended coverage and/or such endorsements for any Take-Down Parcel as Buyer may reasonably require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of any Closing. Notwithstanding any language to the contrary, in all events, Buyer shall pay all costs of any Title Policy (including the cost of a standard owner's policy of title insurance) for the Initial Parcel.

8. LEASE. The parties hereby acknowledge that the Property is currently being used for farming and/or agricultural purposes and may be subject to one or more leases related thereto (collectively, the "**Lease**"). Notwithstanding any language to the contrary herein, in all events, the identification and purchase of each Take-Down Parcel will be completed in a reasonable and orderly manner to minimize any adverse farming, agricultural, irrigation, and other related impacts; including impacts related to taking portions of the area located in the existing route of the pivot line so the existing tenant will not have to relocated the pivot line. Furthermore, should Buyer consummate a closing during the growing/harvest season, then Buyer will pay Seller an additional amount of $400 per acre conveyed which shall be used by Seller to compensate its tenant for lost crops and expenses, or, alternatively, at Buyer's sole discretion, Buyer shall agree to honor Seller's lease through the growing/harvest season. Additionally, Inspection Reviews shall be performed in a manner to minimize any impact on the tenants or occupants of the Property and/or any impact on the current use of the Property. Seller will cause the Lease, if any, to be terminated at the Closing of each Phased Take-Down with respect to the portion of the Property purchased at such Closing.

9. WATER RIGHTS. Seller shall provide culinary water, secondary water, water rights, stock in water companies, and/or water credits sufficient to allow the Property to be developed in accordance with the Concept Plan (the "**Water Rights**"). No other culinary and secondary water, water rights, stock in water companies, and/or water credits shall be conveyed or given from Seller to Buyer. Notwithstanding the foregoing, Seller and Buyer hereby agree that the Water Rights shall: (i) not be transferred unless and until they are actually needed for the development of the Real Property (or the applicable Take-Down Parcel), which may occur in phases and which may occur after the Closing(s); and (ii) be conveyed pursuant to a quitclaim deed or assignment, as applicable, with no warranties or representations made by Seller. The terms and conditions of this Section 9 shall expressly survive the Closing of the Purchase and Sale Transaction and the recording of the Deed or Deeds.

10. CLOSING.

10.1 Time and Place. The Closings for each of the Phased Take-Downs shall take place in the offices of Escrow Agent on the applicable Closing Date, as such Closing Dates are set forth in Section 1.9 above and/or determined in the Take-Down Notices.

10.2 Seller's Closing Deliveries. At each Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyer, as applicable:

10.2.1 A Special Warranty Deed in the form of Exhibit D attached hereto (individually, a "**Deed**", and collectively with respect to all of the Closings, the "**Deeds**"), fully executed and properly acknowledged by Seller;

10.2.2 An affidavit, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2) in the form of Exhibit E attached hereto;

10.2.3 A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits, and prorations required herein; and

10.2.3 Such other funds, instruments, and documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments, and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld or delayed).

10.2.4 A Title Policy as specified in Section 7.

10.3 Buyer's Closing Deliveries. At each Closing, Buyer shall deliver to Escrow Agent:

10.3.1 The funds or other compensation required by Section 3 and any other applicable provisions of this Agreement (including the documentation transferring to Seller the Open Space Credits in connection with the Closing of the Initial Parcel);

10.3.2 A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits, and prorations required herein; and

10.3.3 Such other funds, instruments, and documents as may be reasonably requested by Seller or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments, and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld or delayed).

10.4 Prorations and Closing Costs.

10.4.1 Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation, and conduct of the Purchase and Sale Transaction. The premiums and amounts for each Title Policy and any endorsements thereto shall be paid as set forth in Section 7 above. Buyer shall pay the cost of the Survey (except to the extent no new survey or updated survey was completed as set forth in Section 6.1 herein). Recording fees, escrow fees, and other customary closing costs shall be allocated between Seller and Buyer in the manner customary for commercial real estate transactions in Utah County, Utah.

10.4.2 All real property taxes and assessments accrued for the current year shall be prorated between the parties as of Closing, but any and all farmland assessment rollback taxes or similar deferred taxes shall be equally split between the parties at each Closing.

10.4.3 All transfer, proceeds, or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

10.5 Possession. Buyer shall be entitled to possession of the each Take-Down Parcel on the applicable Closing Date for such Take-Down Parcel.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Seller Representations. Seller, to Seller's Current Knowledge, as of the Effective Date, represents and warrants to Buyer and, again at each Closing as of the applicable Closing Date, shall represent and warrant to Buyer that:

11.1.1 Organization and Standing. Seller is duly formed, validly existing and in good standing under Utah law. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

11.1.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

11.1.3 No Condemnation. Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property as of the Effective Date or again as of each Closing Date, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property as of the Effective Date or as of a Closing Date.

11.1.4 No Litigation. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

With respect to the Real Property, including the Initial Parcel and each Take-Down Parcel, the representations by Seller set forth in this Section 11.1 shall survive the recording of the Deed related to such Take-Down Parcel and the Closing for same for a period of twelve (12) months. All claims for breach of such representations and warranties must be made during such twelve (12) month period.

11.2 Buyer's Representations. Buyer, to Buyer's Current Knowledge, as of the Effective Date, represents and warrants to Seller and, again at each Closing as of the applicable Closing Date, shall represent and warrant to Seller that:

11.2.1 Organization and Standing. Buyer is duly formed, validly existing and in good standing under Utah laws and is duly qualified to transact business in Utah. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments, and agreements

entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments, and agreements have been or will be executed, by a duly authorized representative of Buyer.

11.2.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.

With respect to the Real Property, including the Initial Parcel and each Take-Down Parcel, the representations by Buyer set forth in this Section 11.2 shall survive the recording of the Deed related to such Take-Down Parcel and the Closing for same for a period of twelve (12) months. All claims for breach of such representations and warranties must be made during such twelve (12) month period.

12. "AS IS" PURCHASE.

12.1 Disclaimer. Except as expressly set forth in this Agreement, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property, any portion thereof, or the Inspection Materials. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, Hazardous Materials and similar occurrences that may alter its condition or affect its suitability for any proposed use. Seller shall have no responsibility or liability with respect to any such occurrence or condition. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the nature, physical condition, size, dimensions, or any other aspect of the Property; (ii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iii) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes), (iv) the size, dimensions or square footage of the Property, (v) the fitness of the Property for any particular purpose (including without limitation the current use thereof or any intended or potential use that Buyer may have previously disclosed to Seller); (vi) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials, (vii) the feasibility of any income potential that may be derived from the Property, (viii) the developability of the Property, (x) the marketability or profitability of the Property, (x) the geology of the Property and/or its surrounding area, (xi) the conformity of any use or potential use of the Property with any applicable zoning code or regulations, and/or (xii) the condition of title to the Property (except as expressly warranted under the Deed).

12.2 Acceptance. EXCEPT FOR GROSSLY NEGLIGENT OR INTENTIONALLY FALSE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH HEREIN, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY AND UNDERSTANDS THE RISKS INHERENT IN A REAL ESTATE TRANSACTION SIMILAR TO THE PURCHASE AND SALE TRANSACTION DESCRIBED HEREIN. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.1 AND EXCEPT FOR GROSSLY NEGLIGENT OR INTENTIONALLY FALSE REPRESENTATIONS OF SELLER EXPRESSLY SET FORT HEREIN, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE TO AND POSSESSION

OF THE PROPERTY ON THE CLOSING DATE "**AS IS, WHERE IS, WITH ALL FAULTS**" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN AND EXCEPT FOR GROSSLY NEGLIGENT OR INTENTIONALLY FALSE REPRESENTATIONS OF SELLER EXPRESSLY SET FORT HEREIN, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY. SELLER HAS NO OBLIGATIONS, DUTIES, OR RESPONSIBILITIES TO MAKE REPAIRS, REPLACEMENTS, OR IMPROVEMENTS TO THE PROPERTY, OR TO OTHERWISE MITIGATE ANY EXISTING OR FUTURE CONDITION WITH RESPECT TO THE PROPERTY.

12.3 **General Release. Except for grossly negligent or intentionally false, representations of Seller expressly set forth herein, as of the Closing Date, Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorney's fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have on the Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement, the Property, and/or the Purchase and Sale Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above. Buyer has reviewed the significance of the provisions of this Section 12 (including, without limitation, this Section 12.3) with it legal counsel and/or has had the opportunity to do so.**

12.4 Material Inducement. Buyer hereby agrees and acknowledges that all of the terms and conditions of this Section 12 are a material inducement to Seller's sale of the Property, and that Seller would not be willing to sell or transfer all or any part of the Property to Buyer, or enter into this Agreement, without Buyer's express agreement to the terms and conditions of this Section 12. All terms and provisions of all portions of this Section 12 shall survive the Closing and the delivery and recording of the Deed.

13. RISK OF LOSS.

13.1 Risk of Loss. Subject to the provisions of this Section 13 set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

13.2 Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and Buyer shall have the right to terminate this Agreement by written notice to Seller within then (10) Business Days after such notification by Seller to Buyer. If such termination notice is timely given by Buyer, then this Agreement shall terminate, except for any provision that survives Closing should Buyer have acquired any portion of the Real Property in any Closing. Notwithstanding the foregoing, Buyer shall not have any termination right in the event that the condemnation proceedings are initiated by, or on behalf of, the City.

13.3 Casualty.

13.3.1 Minor Casualty. If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "**Casualty Loss Value**"), as reasonably estimated by Seller, subject to reasonable approval by Buyer, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

13.3.2 Major Casualty. If the Property shall be damaged by any casualty prior to Closing, and the Casualty Loss Value, as reasonably estimated by Seller, subject to reasonable approval by Buyer, is more than five percent (5%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

14. BROKER'S COMMISSION. Buyer and Seller each represents and warrants to the other that neither has dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

15. REMEDIES.

15.1 Buyer's Remedies. In the event Seller defaults in any of its agreements, covenants, representations, warranties, or other obligations under this Agreement (each, a "**Seller's Default**"), Buyer shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyer may, as Buyer's sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 16; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 15.1 shall be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

15.2 Seller's Remedies. In the event Buyer defaults in any of its agreements, covenants, representations, warranties, or other obligations under this Agreement (each, a "**Buyer's Default**"), Seller shall give Buyer written notice of such default and thereafter Buyer shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Buyer commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Buyer fails to cure Buyer's Default within the cure period, Seller may, as Seller's sole remedies for such Buyer's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; or (ii) cancel this Agreement in accordance with Section 16; and (iiii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 15.2

shall be non-cumulative and exclusive. In no event shall Seller be entitled to any punitive, special, or consequential damages of any kind.

16. TERMINATION. If Buyer or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyer shall each pay half of any such fees and costs.

17. NOTICES. Except as otherwise required by law, any notice, demand, or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, electronic mail with delivery receipt, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section 17):

SELLER:	Suburban Land Reserve, Inc. Attn: R. Steve Romney and Thane Smith 79 South Main Street Suite 500 Salt Lake City, Utah 84111 Phone: 801-321-8700 Email: thanesmith@slreserve.com
WITH A COPY TO:	Kirton McConkie Attn: Robert C. Hyde and Eric Robinson 50 East South Temple Street Suite 400 Salt Lake City, Utah 84111 Phone: 801-323-5915 Email: rhyde@kmclaw.com and erobinson@kmclaw.com
BUYER:	Mark Christensen 1307 N. Commerce Drive Suite 200 Saratoga Springs, UT 84045 markc@saratogaspringscity.com
WITH A COPY TO:	Kevin Thurman 1307 N. Commerce Drive Suite 200 Saratoga Springs, UT 84045 kthurman@saratogaspringscity.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, electronic mail, or facsimile, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent.

18. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

19. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Utah.

20. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

21. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

22. SURVIVAL. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties, and indemnities set forth in this Agreement survive the Closing. Any such matters that survive the Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation shall survive such period.

23. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

24. SUCCESSORS AND ASSIGNS. Seller shall not have the right to assign, transfer or convey its rights, interests and obligations under this Agreement to any other person or entity, without Buyer's prior written consent, which consent shall not be unreasonably withheld, provided such entity assumes Seller's obligations under this Agreement (provided, however, Seller shall have the right to transfer the Property to any affiliate of Seller without Buyer's consent if such affiliate assumes all obligations of Seller hereunder). Buyer shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent shall not be unreasonably withheld, provided such entity assumes Buyer's obligations under this Agreement. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

25. ENTIRE AGREEMENT; AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to

the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

26. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

27. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

28. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

29. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

30. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

31. CONFIDENTIALITY. Except as may be otherwise required by the Utah Governmental Records Access and Management Act and the Utah Open and Public Meetings Act, Buyer and Seller acknowledge and agree that the parties do not desire any publicity with respect to this transaction, and therefore each party hereto agrees, for itself and its employees, contractors, and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media except in accordance with press releases or formal communications with governmental authorities that have been mutually approved by the parties.

32. WAIVER OF GOVERNMENTAL IMMUNITY. Buyer and Seller acknowledge that Buyer is an entity of the State of Utah, and/or other similar governmental entity, and as such is subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63-30-1 et. seq., and/or other similar laws. Notwithstanding the foregoing, Buyer hereby waives such provisions of the Utah Governmental Immunity Act with respect to Seller only, and any other immunity related laws or statutes, that may invalidate in any way (i) the obligations, duties and/or responsibilities of Buyer to Seller under this Agreement (including without limitation, Buyer's indemnity obligations hereunder), or

(ii) any express rights or remedies of Seller hereunder. This Section shall not apply to successors and assigns of Seller and shall terminate automatically upon a transfer of ownership of the Property to a permitted successor or assign.

33. TIME OF THE ESSENCE. Time is strictly of the essence with respect to all conditions, contingencies, time periods, dates, obligations, duties, responsibilities, and terms and provisions of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

SUBURBAN LAND RESERVE, INC.,
a Utah profit corporation

By: _____

Name: _____

Its: _____

BUYER:

CITY OF SARATOGA SPRINGS,
a Utah municipal corporation

By: _____

Name: _____

Its: _____

ESCROW AGENT ACCEPTANCE

That certain Option Purchase Agreement, dated as of _____, 2016, between Suburban Land Reserve, Inc. and the City of Saratoga Springs (the "**Agreement**") is accepted and Escrow is opened this ____ day of _____, 2016. Escrow Agent hereby agrees to act as the Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: First American Title Insurance Company

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT	TITLE OF EXHIBIT	REFERENCE IN AGREEMENT TO EXHIBIT
Exhibit A	Real Property Description and Depiction	Recital A
Exhibit B	Initial Parcel	Section 1.20
Exhibit C	Appraisal Instructions	Section 3.3.1
Exhibit D	Deed	Section 10.2.1
Exhibit E	Affidavit	Section 10.2.2
Exhibit F	Concept Plan	Section 4.1

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

See Attached.

EXHIBIT B

INITIAL PARCEL

See Attached.

EXHIBIT C

APPRAISAL INSTRUCTIONS

The appraiser shall provide the Fair Market Value of the applicable Property (or applicable Take-Down Parcel). The Fair Market Value to be identified by the appraiser shall be the fair market value of the applicable Take-Down Parcel being purchased as of the applicable Closing Date therefor, taking into account the highest and best use of the Take-Down Parcel with a vested density of at least 4 units per acre, including both culinary water and secondary water—from Utah Lake Distributing Company or the Welby Jacob Water Users Company--together with (a) all zoning, entitlement, and/or development rights vested for and/or relating to the applicable Take-Down Parcel, (b) all limitations, faults, defects, liens, exceptions, encumbrances, and hazards (provided, however, in no event shall any portion of the applicable Take-Down Parcel be deemed to be in the flood zone unless same continues to be in the flood plain after the LOMR is issued), (c) improvements to the applicable Take-Down Parcel, and (d) any other elements of value that exist as of the Effective Date or that have been added to the applicable Take-Down Parcel by any person as of the applicable Closing Date. In no event shall the Fair Market Value be limited to the fair market value of the applicable Take-Down Parcel as open space, green space, or park space unless said open space, green space, or park space was provided as a requirement of subdivision plat approval, development activity, rezone request, or development agreement (provided, however, in no event shall any such requirement of Seller be greater than the requirements of any other third party for such same for plat approval, development activity, rezone request, or development agreement as determined pursuant to the zoning ordinances in effect on the Effective Date).

EXHIBIT D

DEED

WHEN RECORDED, MAIL TO:
_____
_____
_____
_____

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, as Grantor, grants, conveys and warrants, but only against Grantor's own actions and no other actions (or inactions) of any other party whatsoever, to _____, as Grantee, the real property located in _____ described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO (i) current taxes and assessments; (ii) zoning laws; (iii) rules and regulations; (iv) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record; (v) all matters an accurate ALTA survey (with all "Table A" items shown, listed and/or described thereon) of the Property and/or a careful inspection of the Property would disclose or show; and (vi) all other rights of third parties enforceable at law or equity.

RESERVING specifically unto Grantor (which rights are not transferred to Grantee), to the fullest extent allowable under applicable law, all water and water rights of any and all kinds, including (without limitation) shares of stock in water companies.

THIS CONVEYANCE TO GRANEE SHALL INCLUDE, **but only to the extent owned by Grantor without any warranty of any kind related thereto**, (i) all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property, and (ii) all other subsurface rights of any and all kinds.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 20__.

_____

[EXHIBIT NOT FOR EXECUTION]

By: _____

Name: _____

Its: _____

[ADD ACKNOWLEDGEMENT]

[INSERT APPLICABLE LEGAL DESCRIPTION OF PROPERTY AS EXHIBIT A]

EXHIBIT E

AFFIDAVIT

AFFIDAVIT PURSUANT TO
SECTION 1445 OF THE INTERNAL REVENUE CODE

STATE OF _____)
ss.
COUNTY OF _____)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person for purpose of U.S. income taxation. If Seller is a corporation, trust, partnership or estate, Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. If Seller is a corporation, trust, partnership or estate, transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

3. Seller's U.S. employer identification number is _____.

4. Seller's office address is: _____.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge, it is true, correct and complete. I further declare that I have authority to sign and deliver this certificate on behalf of Seller.

DATED as of _____, 20___.

_____

[EXHIBIT NOT FOR EXECUTION]
By: _____
Name: _____
Its: _____

EXHIBIT F

CONCEPT PLAN

4812-2493-3167, v. 5

RESOLUTION NO. R16-33 (6-7-16)

RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH, APPROVING AN OPTION AND PURCHASE AGREEMENT WITH SUBURBAN LAND RESERVE, INC.

WHEREAS, Suburban Land Reserve, Inc. ("SLR"), a Utah corporation, currently owns 100 acres of property in the City of Saratoga Springs, Utah ("City");

WHEREAS, per the attached Option and Purchase Agreement, SLR wishes to dedicate 25 acres out of the 100 acres to the City in return for open space credit ("dedication parcel"), which will be developed as a City park; and

WHEREAS, the City and SLR also wish to enter into an agreement for the option to purchase an additional 75 acres of property adjacent to the dedication parcel ("option property"), which—should the City exercise the option—will be developed as a continuation of the City park on the dedication parcel; and

WHEREAS, Utah Code Section 10-8-2 allows cities to acquire property for the benefit of the municipality if the action is in the public interest and complies with other law; and

WHEREAS, the attached Option and Purchase Agreement with SLR will allow for the dedication of 25 acres of property and the option to purchase an additional 75 acres, which will allow the City to develop a park that will be in the public interest due to the increased recreational opportunities in the City; and

WHEREAS, the City Council has determined that the Option and Purchase Agreement with SLR is in the benefit of the public interest and City and complies with all applicable laws.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Option and Purchase Agreement 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

Option and Purchase Agreement

RESOLUTION NO. R16-34 (6-7-16)

ADDENDUM TO RESOLUTION OF THE CITY OF SARATOGA SPRINGS PERTAINING TO THE CITY STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL SUBDIVISION LOTS.

HILLCREST CONDOMINIUMS PHASE 3P, 3Q, 3R & 3S

WHEREAS, on July 27, 2004, the City Council adopted Ordinance No. 04-12 creating a street lighting special improvement district (the "Lighting SID") consisting of all lots and parcels included within the Subdivisions set out in said Ordinance for the maintenance of street lighting within the Lighting SID.

WHEREAS, *Utah Code Ann.* § 17A-3-307 provides that additional properties may be added to the special improvement district and assessed upon the conditions set out therein.

WHEREAS, the City Council has given final plat approval to Hillcrest Condominiums Phase 3P, 3Q, 3R & 3S (the "Subdivision") conditioned upon all lots in the Subdivision being included in the Lighting SID.

WHEREAS, the City Council finds that the inclusion of all of the lots covered by the Subdivision in the Lighting SID will benefit the Subdivision by maintaining street lighting improvements, after installation of such by the developer of the Subdivision, which is necessary for public safety, and will not adversely affect the owners of the lots already included within the Lighting SID.

WHEREAS, the owners of the property covered by the Subdivision have given written consent: (i) to have all lots and parcels covered by that Subdivision included within the Lighting SID, (ii) to the improvements to that property (maintenance of the street lighting), (iii) to payment of the assessments for the maintenance of street lighting within the Lighting SID, and (iv) waiving any right to protest the Lighting SID and/or assessments currently being assessed for all lots in the Lighting SID (which consent is or shall be attached as Exhibit 1 to this Resolution).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS THAT:

1. All lots and parcels in the Subdivision be added to and included in the Lighting SID based upon the above findings and the written consent attached as Exhibit 1 to this Resolution.

2. City staff is directed to file a copy of this Resolution, as an Addendum to Ordinance No. 04-12 creating the Lighting SID, as required by *Utah Code Ann.* § 17A-3-307.

3. Assessments will be hereafter levied against owners of all lots within the Subdivision on the same basis as assessments are being levied against other lots included in the Lighting SID.

4. The provisions of this Resolution shall take effect upon the passage and publication of this Resolution as required by law.

Passed this _____ day of _____, 2016 on motion by

Councilor _____, seconded by Councilor _____.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Mayor Jim Miller

Attest: _____
Cindy LoPiccolo, City Recorder

Exhibit A LEGAL DESCRIPTION

Units 1 through 12 Building 3P, and Units 1-12 Building Q, and Units 1-12 Building 3R, and Units 1-12 Building 3S, HILLCREST CONDOMINIUMS, AN EXPANDABLE UTAH CONDOMINIUM PROJECT, PHASE 3P-3S, City of Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

RESOLUTION NO. R16-35 (6-7-16)

ADDENDUM TO RESOLUTION OF THE CITY OF SARATOGA SPRINGS PERTAINING TO THE CITY STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL SUBDIVISION LOTS.

JACOBS RANCH PHASE 2 PLAT I

WHEREAS, on July 27, 2004, the City Council adopted Ordinance No. 04-12 creating a street lighting special improvement district (the "Lighting SID") consisting of all lots and parcels included within the Subdivisions set out in said Ordinance for the maintenance of street lighting within the Lighting SID.

WHEREAS, *Utah Code Ann.* § 17A-3-307 provides that additional properties may be added to the special improvement district and assessed upon the conditions set out therein.

WHEREAS, the City Council has given final plat approval to Jacobs Ranch Phase 2 Plat I (the "Subdivision") conditioned upon all lots in the Subdivision being included in the Lighting SID.

WHEREAS, the City Council finds that the inclusion of all of the lots covered by the Subdivision in the Lighting SID will benefit the Subdivision by maintaining street lighting improvements, after installation of such by the developer of the Subdivision, which is necessary for public safety, and will not adversely affect the owners of the lots already included within the Lighting SID.

WHEREAS, the owners of the property covered by the Subdivision have given written consent: (i) to have all lots and parcels covered by that Subdivision included within the Lighting SID, (ii) to the improvements to that property (maintenance of the street lighting), (iii) to payment of the assessments for the maintenance of street lighting within the Lighting SID, and (iv) waiving any right to protest the Lighting SID and/or assessments currently being assessed for all lots in the Lighting SID (which consent is or shall be attached as Exhibit 1 to this Resolution).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS THAT:

1. All lots and parcels in the Subdivision be added to and included in the Lighting SID based upon the above findings and the written consent attached as Exhibit 1 to this Resolution.

2. City staff is directed to file a copy of this Resolution, as an Addendum to Ordinance No. 04-12 creating the Lighting SID, as required by *Utah Code Ann.* § 17A-3-307.

3. Assessments will be hereafter levied against owners of all lots within the Subdivision on the same basis as assessments are being levied against other lots included in the Lighting SID.

4. The provisions of this Resolution shall take effect upon the passage and publication of this Resolution as required by law.

Passed this _____ day of _____, 2016 on motion by

Councilor _____, seconded by Councilor _____.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Mayor Jim Miller

Attest: _____
Cindy LoPiccolo, City Recorder

RESOLUTION NO. 16-36 (6-7-16)

A RESOLUTION OF SARATOGA SPRINGS, UTAH DECLARING THE CITY COUNCIL'S INTENT TO AMEND THE LAND DEVELOPMENT CODE TO CREATE SIGNAGE STANDARDS FOR PARKS AND TRAILS.

WHEREAS, Utah Code § 10-9a-509(1)(a)(ii) allows the City of Saratoga Springs ("City") to require future land use applications to comply with ordinances not yet officially passed so long as the City has formally initiated proceedings to amend its ordinances in accordance with City procedures, thus protecting the City from misapplication of its land use ordinances; and

WHEREAS, this procedure is termed the "pending ordinance" doctrine in § 19.02.02(198) of the City's Land Development Code; and

WHEREAS, section 19.02.02(198) of the Land Development Code states that the pending ordinance doctrine is initiated when an ordinance or zoning amendment has first been reviewed by the City Council and has been included or attached to a resolution indicating the Council's intent to initiate proceedings to amend; and

WHEREAS, in conformance with Utah Code § 10-9a-509(1)(a)(ii), section 19.02.02(198) of the Land Development provides that a pending ordinance is binding on any land use application or building permit application filed with the City prior to final approval of the pending ordinance; and

WHEREAS, the City Council wishes to: (a) invoke the pending ordinance doctrine; and (b) formally initiate proceedings to amend the Land Development Code and provide regulations with respect to signage for parks and trails; and (c) subject future parks and trails to the regulations being promulgated by the City Council.

NOW THEREFORE, BE IT RESOLVED by the Saratoga Springs City Council as follows:

1. The Saratoga Springs City Council—in accordance with Utah Code § 10-9a-509(1)(a)(ii) and Saratoga Springs Land Development Code § 19.02.02(198)—hereby formally initiates proceedings to amend the Land Development Code to enact regulations pertaining to signage for parks and trails. Attached hereto as Exhibit A is an initial draft of the amendments to the Land Development Code.

2. The City Council requests that the Saratoga Springs Planning Commission—at the earliest available opportunity—consider the proposed changes and submit a recommendation to the Saratoga Springs City Council consistent herewith.

3. The City Council declares that future parks and trails shall be subject to the regulations

currently being promulgated by the City Council, except as those regulations are otherwise amended during the amendment process.

APPROVED and **PASSED** this _____ day of _____, 2016.

SARATOGA SPRINGS CITY COUNCIL:

_____

MAYOR JIM MILLER

Attest:

_____

Cindy LoPiccolo, City Recorder

EXHIBIT A

Initial Draft of the Land Development Code Amendments

Exhibit A
Initial Draft

19.04.TBD. Open Space (OS).

1. **Purpose.** The purpose of the Open Space (OS) Land Use Zone is to identify land which has been preserved as permanent open space and which is no longer eligible for development.

2. **Permitted and Conditional Uses.** As identified in Section 19.04.07. *(Note: specifics TBD through process but will be limited to parks, trails, neighborhood clubhouses, and similar open space uses.)*

3. **Maximum Height of Structures.** No structure in this zone shall be taller than 20 feet.

4. **Frontage.** All open space shall have at least thirty-five feet of frontage along a public or private street.

5. **Setbacks.** All structures shall be set back a minimum of 25 feet from any front or street side property line, and 12 feet from any rear or interior side property line.

19.18.TBD. Open Space Zone Standards.

1. Banner Signs.
    a. Banner signs shall only be permitted on a temporary basis.
    b. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
    c. Banner signs shall be placed in a landscaped area, and shall not be located within the clear sight triangle identified in Chapter 19.06.
    d. Banner signs shall be limited to a cumulative total of thirty days in a calendar year per parcel.
    e. Banner signs shall be limited to no more than one sign per frontage at any given time.
2. Monument and Pedestal signs.
    a. Number. One monument or pedestal sign shall be allowed for each frontage in excess of thirty-five feet, and where frontage is less than thirty-five feet but parking access is provided.
    b. Size. A monument or pedestal sign shall not exceed forty-five square feet in size.
    c. Height. A monument or pedestal sign shall not exceed 7.5 feet in height.
    d. Separation. Monument and pedestal signs shall be separated by a minimum distance of 200 feet as measured diagonally across the property, and shall be a minimum of 100 feet from any other ground sign on the same frontage.
3. Residential Entry Feature.
    a. Where property has been zoned OS and has been identified as the location for a Residential Entry Feature, the standards of 19.18.07.1 shall apply.

Subsequent steps: rezone all public parks and open spaces in the City to the OS zone, and begin process to rezone private parks and open spaces to the OS zone.

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING MINUTES
Tuesday, May 17, 2016
City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Work Session

Call to Order: 6:02 p.m. by Mayor Jim Miller
Present Council Members Bud Poduska, Shellie Baertsch, Chris Porter, and Michael McOmber.

Staff City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Planning Director Kimber Gabryszak, Public Relations Economic Development Manager Owen Jackson, City Engineer Gordon Miner, Recreation Director Heston Williams, Senior Planner Sarah Carroll, City Planner Kara Knighton, City Recorder Cindy LoPiccolo

Boundary Adjustment and Service Areas in the North – Jacobs Property.

Senior Planner Sarah Carroll presented the staff report concerning the request from Jacobs Property Owner/Development Analyst Boyd Brown for consideration of a boundary adjustment shifting approximately 14.48 acres of property from Saratoga Springs to Lehi City for approximately as a solution for servicing the property due to this property sitting below the Utah Lake Distributing Canal with an elevation change of approximately 32 feet. Planner Carroll reported Mr. Brown states the closest sewer line to connect is 1,400 feet to the south and due to the elevation the only option to service the property by Saratoga Springs would be construction of a pump station or adjusting the boundary with services coming from Lehi.

City Engineer Minor confirmed areas south of the canal can be gravity serviced, property north would need to be lifted, and noted flows are highly dependent upon use, some commercial industrial uses are less than residential.

City Manager Christensen advised the majority of the area slopes to the north, property below the canal would require a lift station and there are no plans for this in immediate future. In response to City Manager Christensen's inquiry concerning the Applicant's request for rezone to R-6 and housing as an option for this acreage, Council Members concurred preference to neighborhood commercial, business park, light industrial.

City Attorney Kevin Thurman advised the boundary adjustment is a legislative decision, the options and the right of the Applicant to bring this matter back to Council for vote if they decide to move forward.

Council Members discussed impact to adjacent properties and schools, the value of land and its future tax revenue to the City and expressed a high degree of concern with adjustment of this boundary and possible cascade of other properties going over to Lehi, noted issues with peninsulas, other unresolved property boundaries, and the substantial amount of land that needs to be serviced.

Council Members concurred as a boundary adjustment may have possible broader ramifications this is worth review as a developable area, requested staff return with additional information in regard to costs, operation and maintenance, benefit to the City, possible effects concerning other properties, and analysis of costs versus potential future revenue; Mayor Miller requested the information be brought back sooner than later.

Applicant representative Boyd Brown commented it was their preference to keep the property in Saratoga Springs, however, noted approximate cost of a regional pump station and inquired next step. Director Gabryszak stated the City can take an application, this would involve working out some of those details over the process, however, staff can work with the property owner.

Sports Complex Naming/Theme.

Assistant City Manager Kyle opened discussion concerning the naming and/or theme of the Sports Complex, reported a military theme was discussed during subcommittee meeting and the Mayor had a good point it should not be named the same as the Lehi Veterans Memorial Park.

Council Member McOmber concurred with the military theme and recommended architecture with clean modern lines, beams, noting typically lower cost.

Council Member Porter suggested an architectural theme drawing inspiration from the old resort, is in agreement with the Mayor's name recommendation, noted military bases typically incorporate a local feel and design, understands the desire for lower construction and design costs.

Council Member Willden concurred with the suggestions on naming, noted a design combination could be done and possible participation of Camp Williams in events.

Council Member Baertsch commented they should be careful about too much of a modern and industrial feel, prefers a mix and craftsman architecture, natural woods along with the steel beams; suggested possibly connecting Miss Saratoga Springs Sierra William's veterans memorial project.

Council Member Poduska concurred the military theme is appropriate, should be honored.

Mayor Miller advised the design team can build anything with a direction or theme, noted Council Member McOmber's idea for display of military logos.

Sign Code Draft Changes.

Planning Director Gabryzak introduced discussion concerning electronic signs and snipe signs, reported staff canvassed area cities and presented a table identifying which cities permit these two types of signs, their standards and criteria; reported snipe signs are prohibited in the City with the exception of temporary advertisements such as grand openings with placement on the business property, code enforcement is frequently involved in picking these signs up, businesses are reaching out for permission.

City Manager Christensen noted these types of signs generally pop up during events such as the Parade of Homes, can be a challenge when a company puts the signs all over, and staff is looking for direction or feedback.

Council Members concurred in opposition of use of snipe signs for reasons of inability to control placement, number of signs, and content, discussed possible development of permitting for events such as Parade of Homes, with restrictions addressing location and number, requirement for deposit. Director Gabryzak noted the majority of Council is not in support of allowing snipe signs and staff will proceed with that direction at this time, with possible future review of some type of appropriate permitting process.

Planning Director Gabryzak reviewed the responses and specific restrictions submitted by other cities in regard to electronic signs.

Council Member McOmber commented he was not in favor of electronic signs noting Saratoga Springs is unique, the decision was made a long time ago the City did not want to look like State Street, the signs are difficult to regulate and control, noted difficulty with control of ticker sign content, once allowed electronic signs would need to be allowed in all commercial areas and business parks, and pointed out people moved to Saratoga Springs because it has less of a heavy commercial feel.

Council Member Poduska commented he was reluctant in the past to allow these signs, however, now sees it as something in the 21st century, he has become aware restrictions may be imposed and this signage can be regulated and managed with good taste, can be a form of communication, and he would be in favor of it.

Council Member Baertsch commented she sees enforcement issues allowing electronic signs, standard light metering gear would be necessary, there are few electronic signs currently out that would be within the limits they would find acceptable, the majority of resident she heard from do not want them advising they do not want the City to look like Vegas or other cities that allow them, the signs distract drivers, weary of seeing them in other areas, believes they would be a waste of money and not be beneficial to the mission of Camp Williams and its night trainings. Council Member Baertsch further noted signs would need to turn off by 11 pm to meet the City's dark sky ordinance, and if the City is going to do this she would only want to allow monument signs, not billboards, there should be size restrictions, the City cannot regulate content or graphics and believes there are a lot of things Council is not considering and may be problematic.

Council Member Porter commented he originally envisioned something similar to the City of Bountiful, limit monument signs to a single side and percentage, not every business would be entitled, believes decision about benefit is up to the businesses, as far as Camp Williams restrictions within the overlay make sense, the City would need to regulate, noted businesses have requested some changes in the sign code opening up advertising signage in a limited fashion and believes this would be beneficial to the City.

Council Member Willden commented he is okay under limited circumstances, requirements in regard to percentage, minimum display, automat dimming, no white background, no flashing, limited candles, limited to commercial areas with sufficient spacing, under specific circumstances does not think there would be a significant impact, businesses can make a determination. Noted Council is only giving comment tonight, not voting, some of the concerns may overwhelm the use, but the City owes it to the businesses to at a minimum consider it.

Mitch Holiday, Directional Sign Company, South Jordan, representing several builders, clarified the weekend directional signs are posted responsibly for approximately twelve hours, the signs serve to assist people trying to locate the model homes and developments, his business currently serves approximately fifty cities and counties, hoping the door will not be shut as is a benefit to the builders, would be willing to work with staff on options.

Cameron Allay, representing Edge Homes, Mapleton, commented the issue is these sites do not show up on GPS and assist people, people get upset when they cannot find the homes, requested consideration to allow them to do it in a respectful manner, would regulate them and pick them up within a specifified timeframe, hoping to find a way to work this out.

Mayor Miller requested staff look at the program in South Jordan; Director Gabryszak noted staff will work on this and return to Council.

Bicycle and Pedestrian Study Master Plan.

Mayor Miller continued this matter.

Adjournment: The Work Session adjourned at 7:08 p.m. to the Policy Session.

Policy Meeting

Call to Order: Mayor Jim Miller called the Policy Session to order at 7:08 p.m.

Roll Call:

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

Staff Present: City Manager Mark Christensen, City Attorney Kevin Thurman, Assistant City Manager Spencer Kyle, Police Chief Andrew Burton, Fire Chief Jess Campbell, Planning Director Kimber Gabryszak, Finance Manager Chelese Rawlings, Economic Development/Public Relations Manager Owen Jackson, City Engineer Gordon Miner, Recreation and Parks Director Heston Williams, City Planner Kara Knighton, City Planner Jamie Baron, City Recorder Cindy LoPiccolo

Invocation by Council Member Baertsch.
Pledge of Allegiance led by Scout Carlin Mortenson, Troop 1281

Public Input:

Mayor Miller invited public input.

Rachel Roberts, Fox Hollow resident, encouraged support and involvement against President Obama's directive for transgender bathrooms.

Jennifer Smith, Saratoga Springs, commented concerning the ABC Great Beginnings development, expressed opposition to multi-family; requested Council honor the intent of Proposition 6.

Presentations:

Eagle Scout Jaden A. Taylor – Talon's Trail Project Proposal.

Eagle Scout Candidate Jaden Taylor, sophomore at Westlake High School, presented background and a comprehensive overview of his Eagle Scout project proposal for Talon's Trail mile markers. Scout Taylor reported this project came about from his passion for running and was the idea of a fellow runner, he met with City Manager Christensen, Parks Superintendent Kennington and Assistant City Manager Kyle and the scope for the first phase was ultimately determined to include a trail with half-mile markers running from Westlake High School for 3.5 miles, with future phases covering all the way along Redwood Road. Scout Taylor presented maps prepared by GIS Administrator Brian Gallegos identifying Phase 1 of the trail project and the future trail, marker signage description, and shared pictures of diverse trail users, views from the trail, and scenery along the trail.

Scout Taylor outlined the City benefits and project cost proposal with a total cost of approximately $500 for Phase 1 covering materials for five posts and signs, elastomeric paint coating, noting post hole digging and sign artwork is being donated by volunteers. The markers will include the City of Saratoga Springs logo, and if approved, the project can be completed by the end of this summer; inquired if the City would be willing to fund Phase 1 for $500.

Council Members concurred this was an excellent project, supported cost of Phase 1, however, encouraged Scout Taylor to additionally reach out to Talons and others that may be willing to donate funds or materials. City Manager Christensen advised the City does not typically fund Eagle Scout projects, however, there is City funding available because this is a trails project and it is distinguished as a trail improvement. Assistant City Manager Kyle clarified the 0 point was decided to be at Pony Express, the markers are movable; Council Member Baertsch recommended staff speak to the new Business Park concerning association of a trailhead.

Mayor Miller noted Scout projects add to the community and thanked Jaden Taylor for his research and work; requested Scout Taylor continue working with Assistant City Manager Kyle.

3rd Quarter Financial Update.

Finance Manager Chelese Rawlings presented the 3rd Quarter budget financial statements for fiscal year 2015-2016, reports include actuals in comparison to the budget up to March 31, 2016, and analysis/overview of the General Fund revenues and expenditures in comparison to last year third quarter.

Council Members expressed appreciation for the color coding, time spent meeting with them in review and answering questions, making the financial information understandable and easy to read through, caution in regard to expenditures. Council clarified status of the lighting SID program, reporting of contributions and transfers, and adjustment to the election fund. Mayor Miller thanked Finance Manager Rawlings for her work.

POLICY ITEMS:

REPORTS:

Council Member Porter reported he attended the Camp Williams community partnership with Mayor Miller and Planning Director Gabryszak, participated in activities and the meeting afterward, and had the opportunity to have discussion with some neighboring cities; would like to talk with Saratoga Springs developers concerning possible partnership to purchase land or provide easement for preservation and protection up against the border, noting the City would receive funding to maintain the land in perpetuity as an open space or park, and this would additionally assist Camp Williams as they often put up tents right next to the border.

Council Member Willden reported he was contacted by Fire Department staff concerning neighborhood meetings being scheduled in regard to the training facility. He was interested in how the float the river went – he had a conflict and could not join.

Council Member McOmber:
- thanked staff for arranging fixing the big dip on Riverside Road while the work was still under warranty.
- requested staff reach out to UDOT for timing of lights; Assistant City Manager reported staff has contacted UDOT to advise some continuity timing has been lost traveling down Redwood Road, Pony Express changing very quickly and losing natural flow, noting this correction to regulate that three light segment should assist with preventing the traffic build up, knows at Grandview they do not have the ability to change the timing until the expansion comes in and fiber installed.
- requested staff additionally seek correction of the light turning into Café Rio and Vasa off Redwood Road programming a green arrow between 5 and 7 pm, many people doing quick u-turns. Council Member Baertsch noted that intersection still has flashing yellow in one direction, south bound needs flashing yellow yielding turn.

Council Member Poduska reported he had the opportunity to talk to Michael Hawthorn and Wade Williams at Boyer and it was suggested a joint meeting with the Mayor, City Council, City Manager be scheduled concerning the design of The Crossing and the walkable retail area.

Council Member Baertsch reported:
- the Float the River on Saturday excellent, attended by Planning staff and family, included review of river features;
- the Annual Utah Lake Festival is Saturday, June 4, from 10am to 2pm at the State Park in Provo; free games, boat rides, information about the current Lake cleanup process and improvement of the species inlet spawning area;
- A resident reported graffiti on pedestrian crossing Aspen Hills Blvd west of the school – possibly it has just been cleaned up;

- the public comment period for Eastern Lake Mountains Planning Effort on an environment assessment analyzing alternatives for managing target shooting *in* the Eastern Lake Mountains area was extended to May 31; there was an open house at Talon's Cove Golf Course on May 11, many people attended, however, there is still time until May 31 to get on line and make comments on the options: A let the current closure expire, B make the current closure permanent, or C expand the current closure. Council Member Baertsch requested Council and Mayor determine if a desired option should be submitted as a Council/Mayor or individually; advised her preference for option A, believes they are over reaching and there is an enforcement issue with only two BLM officers for eleven counties, they cannot enforce closure. Council Member Baertsch reported their next step is a travel plan for the lake mountain area taking out the extra spider roads that are all over the place and maintaining a better trail system – but it is also the next step to take away ATV traffic noting first they are taking away shooting options then they are taking away ATV options believe if we push for the no closure at all in the hopes that they only close a smaller more strategic area around the petroglyphs; she noted they asked at one of the meetings if they would consider only protecting the petroglyph areas and naming it a destination, they said no there is no other option, the choice is this or that, no other option in between because of that they are forcing us, believe they are over-reaching.

Mayor Miller reported:
- he attended the shooting range ribbon cutting and had the opportunity to address some issues on behalf of residents and others in the community for a request for longer ranges out to 1000 yards, 1200 yards, even to a mile, designed for those participating in special shoots and bigger sports for the area, noting the north end of the county currently does not have this, however, there are many participants residing in Saratoga Springs and vicinity.
- he spoke to Mayor Pengra, Eagle Mountain, and is interested in finding out what both cities are thinking in regard to continuity of the trail system between the two cities.
- North Point Solid Waste Special Service District looking to purchase a new landfill, noted the advantage is it keeps price down and is a good long term strategy for them.

City Manager Christensen reported the Spring Clean Up report was included at the end of agenda as requested by a couple of the Council Members.

PUBLIC HEARINGS:

4. **ABC Great Beginnings Rezone & Concept Plan; ABC Great Beginnings Holdings, LLC (Johnny Anderson) applicant, SOA Investments LTD owner, Ordinance 16-11 (5-17-16)**.

Mayor Miller introduced the public hearing concerning ABC Great Beginnings Rezone and Concept Plan.

Planner Kara Knighton presented the staff report and recommendation, reporting the applicant, on behalf of the property owner, is requesting a Rezone from Agriculture to Mixed Use consistent with the Land Use Plan designation of Mixed Use in the General Plan for approximately 3.63 acres located at the northwest corner of Aspen Hills Boulevard and Redwood Road. In conjunction with this request, the applicant is also requesting input on a concept plan for a mixed use development comprised of apartments, retail, and office space, presented and referred to zoning and land use maps. Following the Planning Commission and City Council work sessions, the concept plans were amended reducing the number of apartments from 41 to 31 and 41 to 16.

Planner Knighton noted the general plan is advisory and not binding, the proposed development plan is generally consistent with the general plan vision for the mixed use zone, the rezone is a legislative matter and Council has significant discretion, and reviewed the two concept plans, densities, proposed elevations, parking requirements and requests for reduction, and options for Council action. Both applicant representatives are here if there are any questions.

Planner Knighton reported staff received several public comments between the Planning Commission timeframe and this meeting which were compiled and provided to the Mayor, Council and City Recorder – one comment was received twenty minutes ago from Jake Meyer and read into the record as follows:
"Please reconsider reducing the parking and keeping the residential unit numbers the same. The streets are narrow and the location is close to a school. Reducing parking would only increase street parking which we definitely do not need. Please do not increase the parking dilemma in our great neighborhood. Jake Meyers "

Fred Cox, Architect, representing the Applicant, noted the proposed Concept Plan 2 reduces proposed apartment units to 16 and replaces it with office, however, this does not improve the parking requirement, staff was sent a traffic study showing it would work with 15% reduction, as mentioned in the last meeting they could make the retail building slightly smaller and make it office or retail and that would get it down to 15%. They have done whatever they can to minimize impact, rezoning would generate additional taxes for schools and the community, and stated the Owner is willing to go with the 2nd proposal even though losing 11,000 sf, willing to go with the 16 units, and willing to remove the restaurant and go to office and retail. Because of deadlines, it would be most helpful if the rezone was approved and conditional upon an approved concept plan.

Mayor Miller opened the public hearing and invited public comment:

Patrick Costin, W. Aspen Hills Blvd. commented in opposition of high density, requested keeping the commercial use and eliminating the housing.

Brandon Beatty, N. Lindy Lane, expressed concern regarding a reduction in parking and possible impact to neighborhood by parking spilling onto Aspen Hills Blvd., and safety from children being dropped off; in support of a sit down restaurant.

Mayor Miller invited Applicant response to public comment

Johnny Anderson, Owner, clarified parents would not be allowed to drop children off, with a licensed facility the children must be checked in, and advised they are proposing this mixed use development and would have pride of ownership with an onsite manager ensuring they are maintained and attractive.

James Anderson, Applicant and Attorney for the Applicants, commented concerning the condition for burying of power lines, would want to talk to staff and Rocky Mountain Power concerning proximity of one of the lines to earthen canal which could be problematic, could bury two of the three lines. City Manager Christensen noted staff would be happy to have a conversation and find out about that, believes there are viable options that can be considered.

Council Member McOmber commented in regard to high density, if considered, it must be for greater impact, the only high density he has approved was the Wildflower development and with that he felt the density reasonable there because of the Mountain View Corridor freeway that was coming through, voted down all others; knows the land use map shows mixed-use although this is not binding, is a recommendation, he is not favorable of the mixed-use zone and has tried to eliminate it, would prefer to see this as a Neighborhood Commercial (NC) development; noted restaurants do very well, however, even if they have met their parking requirement without reduction they still do not have sufficient parking, reduction is primarily seen with a transit system which the City does not have so he is 0% reduction, his opinion is the best way to make property valuable is to make it NC zoning which allows opportunity for a day care center, retail stores, restaurant, offices, other commercial.

Council Member Baertsch commented she appreciates the changes decreasing the number of residential units and increase in usable landscape/open space, while this is a product we do not have in the City finds it problematic in regard to approving a lower parking requirement for mixed-use residential as the reason for reduction is typically for transit oriented areas, the City has only one bus which does not stop anywhere near this

project. She further commented although this is an interesting concept she does not think this is the right place for this mixed use, pointed out this is a legislative decision and the residents have come out in mass, 90% have come out against having any kind of multi-family with the passage of Proposition 6; believes it is a good concept, however, does not believe this is the right area for the mixed-use zone.

Council Member Porter concurred with Council Members McOmber and Baertsch, is more in favor of a purely commercial concept, believes this particular lot is not feasible for mixed-use, and he can only support NC.

Council Member Willden expressed appreciation for the job done trying to do what is possible, believes it to be a good product and can work well, however, promised when elected not to support higher density, and as this is a legislative decision he is in favor of continuing and bringing it back as NC so they don't have to go through an entire new application process; in approval of the rest of the concept with exception of the high density portion. Council Member Willden commented to expedite this as quickly and legally as possible, appreciates it is a good product.

Council Member Poduska commented Concept 2 is excellent until you get to the word apartments, noted the City is short of office space and supports that, also supports the architecture and elevations.

Fred Cox commented they are working to meet the due diligence deadline, inquired in this particular case if instead of approving a mixed-use we took the second building that is three stories and dropped a floor putting office on that second floor, eliminate all the residential, does the master plan need to be changed or can Council approve a different zone; or if they drop that other floor and went to office and got parking ratios to work could Council approve a mixed-use with a development agreement specifically saying no residential and that would allow a rezone but fix it so that you are not approving residential.

Council concurred if possible to make what they are trying to do work at this time, if possible to do so, as a Council, they want to help the developer.

City Attorney Thurman proposed working with the applicant, waive the application fee for the general plan amendment, notice it for the next meeting or hold a special council meeting to have this approved, that way we can work with applicant meet all the legal requirements and hopefully meet their due diligence deadline.

Council and staff discussed possible approval as a mixed-use zone with inclusion of an additional condition that there would be no residential. Director Gabryzak noted from a planning perspective they have not recommended this because there would be a zoning map that future property purchaser may refer to and it would say mixed use but it is not mixed use it is a special zone that got created through a condition of approval and the City would have to remember the ins and outs of the development when someone calls in doing their due diligence on a project, however, noted it is possible to do but do not support as good practice. Director Gabryzak determined although it may be problematic with future development it is not in this particular circumstance a huge problem because Council is going to review and address this in the next general plan review and it will be changed, with the Concept use grandfathered non-conforming.

Council and staff discussed the use and parking requirements. Fred Cox suggested reducing the restaurant to a smaller B restaurant. Planning Director Gabryszak reported the deli requirement is 5 parking spaces/1000 sq. ft., a sit down restaurant requirement is 10 parking spaced/1000 sq. ft., with 15% reduction could still get food served there just not as big of a place, advised the applicant would still be required to come back with a site plan and any parking reduction is approved at that time; recommended approving the mixed-use rezone with condition 3 stricken and replaced with one eliminating the residential, then the applicant proceed into site plan and the 15% parking reduction is okay. Council concurred.

Motion by Council Member Baertsch to approve the ABC Great Beginnings Rezone and Concept, Ordinance No. 16-10 (5-17-16) with staff findings and conditions, changing Condition 3 to strike the conditional upon an approved site plan and adding a condition that there be no residential as part of the development and direct staff

to work with appl on the parking and also that Council might then look at the zoning afterward, was seconded by Council Member McOmber.

Director Gabryszak requested striking approval of the concept plan, only approving the rezone.

Amended Motion by Council Member Baertsch to approve the ABC Great Beginnings Rezone, Ordinance No. 16-10 (5-17-16) with staff findings and conditions, changing Condition 3 to strike the conditional upon an approved site plan and adding a condition that there be no residential as part of the development and direct staff to work with appl on the parking and also that Council might then look at the zoning afterward, was seconded by Council Member McOmber
Roll Call Vote: Council Members Baertsch, Poduska, McOmber, Willden and Porter – Aye
Motion carried unanimously.

Recess:
Council recessed at 8:43 p.m. and reconvened at 8:49 p.m.

ACTION ITEMS:

3. **Lake View Terrace PUD, Fence Variations**.

Senior Planner Sarah Carroll presented the staff report and recommendation concerning a request for variations to fencing requirements in the Lake View Terrace development, a PUD. Planner Carroll reported the lot layout in this development creates a unique challenge where front yards abut side yards on lots at the end of the private drives. The residents and HOA would like approval of a variation under the PUD ordinance to allow fencing that is six feet tall in the front yard for lots on the ends of the private drives.

City Manager Christensen noted a concern if fencing would preclude the continuation of the trail connection and requested clarification concerning the western boundary requirement addressing the trail.

Angie Carley, Lake View Terrace, commented she serves on the HOA Board and one other Board members said she would disapprove because of the Ordinance unless it is in writing; noted there is an HOA boundary between the canal and property lines, residents still fence their back but there is still a barrier between the HOA and the canal so you are not butting clear up to that. Council Member Baertsch advised according to City Code you have to leave the trail open, you can only put semi private fencing, if the builder has put in a fence that is not technically Code Enforcement should require removal. Planner Carroll noted if the builder installed the fence at the time of the original development there is a possibility it may have been approved at that time under a different code – we would have to check.

Council Member Baertsch noted this may have previously been addressed in regard to a similar circumstance with corner lots and it was decided they can fence up to the back of the sidewalk even though that is technically in the neighbors front yard, believes the City needs to give them a variance as it is the same theory and often seen on flag lots.

Council Member McOmber concurred and recommended approving it as a variation because it is a private street, there should be less of an impact here and it would provide Ms. Carley with the paperwork she needs, Code Enforcement would need to check that it has been done correctly.

Motion by Council Member McOmber approve the variations to front yard fencing in the Lake View Terrace development, based on the findings and conditions outlined in the staff report, was seconded by Council Member Poduska
Roll Call Vote: Council Members Porter, Willden, McOmber, Poduska, Baertsch – Aye
Motion carried unanimously.

Mayor Miller requested Code Enforcement work with the HOA to make sure if a portion of the development is on that trail corridor and the trail is not blocked and the fence is semi private. Planner Carroll noted she will write a letter to the HOA advising City Council action concerning this matter.

4. **Heron Hills Park, Design Parameters and Design Cost**.

Senior Planner Carroll presented the staff report and recommendation reporting the applicant has submitted the final plat application for Phase 4 which includes a park that will be dedicated to the City. The park has not yet been designed and applicant has asked for the parameters of the design, and how that will be funded. The applicant is allocating $3.33 per square foot to a total of $528,000 for park improvement costs, has developed a concept plan for the park, requests further direction in order to formalize the parameters for the park design, and proposes the cost of the design be shared.

Senior Planner Carroll reported the applicant would like to proceed with the infrastructure for Phase 4 while the park design is being finalized, would take his budget and go as far as possible with the improvements and then the City would do the remainder which was determined at previous City Council work sessions.

Council discussed and concurred with removal of the play structure from the list of improvements. Council directed the applicant/consultant to work with staff and the Parks Design Team in regard to bidding for the design, cost estimate, review and recommendation.

Motion by Council Member Willden to authorize consultant to proceed with the design of the park in consultation with the City's Park Design Team, with the conditions as listed in the staff report, and removing item 5e the playstructure from the design priority listing, was seconded by Council Member Porter
Roll Call Vote: Council Members Porter, Baertsch, Poduska, McOmber, Willden – Aye
Motion carried unanimously.

1. **Fox Hollow Final Plat, N6-8**.

Senior Planner Carroll presented the staff report and recommendation concerning the request for final plat approval of The Villages at Saratoga Springs (Fox Hollow) Neighborhood 6, Phase 8 which includes six lots as approved within an MDA amendment on May 3, 2016 allowing six lots to be exchanged between Neighborhood 6 and 12. Noted the applicant is requesting a variation for a minimum real setback of 20' (an 80% reduction) as was granted for the other phases in Neighborhood 6.

Motion by Council Member Porter to approve Fox Hollow Neighborhood 6, Phase 8 final plat with inclusion of findings and conditions as outlined in the staff report, was seconded by Council Member Poduska
Roll Call Vote: Council Members Willden, Baertsch, McOmber, Poduska, Porter – Aye
Motion carried unanimously.

2. **Western Hills Preliminary Plat, Phases 2 & 3**.

Planner Jamie Baron presented the staff report and recommendation for the request for approval of the Western Hills Phases 2 & 3 Preliminary Plat, a 39 lot subdivision consisting of 16.025 acres (2.5 lots/acre), in the R-3 zone at approximately 150 W. Aspen Hills Blvd. Planner Baron reported the Planning Commission forwarded a positive recommendation with the additional condition that the trail would extend behind lot 211 and connect to the sidewalk on Aspen Hills Blvd.

Susan Palmer, Applicant, inquired concerning the extension of the trail if the sidewalk was planned for an 8' width, and if the crossing was still required. Planner Baron advised the trail width is required to be 15' wide with 8' hard surface connecting and matching the sidewalk, and the intersection crosswalk striping is required. City Manager Christensen advised there are specific standards for the crosswalk and painted striping, there will be a raised crosswalk there, and the City already provides a school crossing guard a few hundred feet away from that location.

Council Member Baertsch advised she has one major concern on this plat and that is connectivity, referring to development map explained if you have a right in right out that would negate connectivity, and recommended connection between Rosewood Drive and Aspen Hills Blvd. which would require losing a lot to bring the road through, however, would provide the required connectivity. Council Member Baertsch additionally reminded as that trail section is not wide enough (50') must have semi private fences along the trail corridor.

City Attorney Thurman noted Council can make that motion based on the connectivity code section.

City Manager Christensen recommended allowing the developer to determine the location of that connection to an area less apt to draw traffic through the subdivision.

Motion by Council Member Baertsch to approve the Western Hills Preliminary Plat, Phases 2 & 3, with all staff findings and conditions, and include an additional condition that pursuant to code section 19.12.06 (1)(c) connectivity be established through the neighborhood at the location worked out by staff and the applicant, was seconded by Council Member McOmber
Roll Call Vote: Council Members Porter, Willden, McOmber, Poduska, Baertsch – Aye
Motion carried unanimously.

5. **City Street Lighting Special Improvement District (SID) – Adding Saratoga Springs Alpine School District Subdivision, Lot 3, Vista Heights Church, Resolution R16-31 (5-17-16)**.

Motion by Council Member Baertsch to approve City Street Lighting Special Improvement District adding Saratoga Springs Alpine School District Subdivision, Lot 3, Vista Heights Church, Resolution R16-31 (5-17-16), was seconded by Council Member Willden
Roll Call Vote: Council Members Porter, Willden McOmber, Poduska, Baertsch – Aye
Motion carried unanimously.

6. **Spring Cleanup - Discussion**.

Assistant City Manager Kyle reported this year's Spring Cleanup just wrapped up, there were ten dumpsters located at Public Works and this year had an increase in tonnage taken to the landfill, it went 71.9 to 84.4 tons a 17% increase. City Manager Christensen reported they were also able to reduce man hours from 150 down to 44 hours, a significant reduction.

Mayor Miller noted one reason dumpsters were empty there was room, the guys were able to keep it moved and have it pushed down instead of spilling, it was easier and much more efficient. City Manager Christensen noted it helped staff's ability to keep the dumpsters in view, they did not have contractors using them, only residential stuff.

Council Member Baertsch commented she is surprised because many residents advised her they could not get out to Public Works.

Council Member McOmber reported a lot of people were doing loops in the park parking lot, recommended better directional signs, also there was a complaint that certain items were excluded believe furniture etc. and they were turned away, should be allowed.

Assistant City Manager Kyle responded staff will readdress this next year and change signage, believes the person overseeing this used the same rules as last year when dumping at Pecks had limitations on what could be accepted, however, now going to North Point so next year we will accept everything except hazardous.

Mayor Miller recommended placement of a separate bin for scrap metal for people to recycle it, saw metal shelving and other metal stuff dumped. Assistant City Manager Kyle concurred that was a good idea and will do that next year, does not want staff to sort through stuff but will have a designated bin.

Council concurred May to be a good time, gives residents more time to get stuff cleaned up. Assistant City Manager noted they will also consider provision for a future punch pass in addition.

Mayor Miller thanked Assistant City Manager Kyle and Public Works staff for the Clean Up Program.

PUBLIC HEARINGS (Continued):

1. **FY 2016 Budget Amendments, Resolution R16-30 (5-17-16)**.

Mayor Miller introduced the public hearing concerning FY 2016 Budget Amendments.

Finance Manager Rawlings presented the staff report and recommendation concerning additional budgeted expenditures as outlined in the 2015-2016 Budget Amendment Supplemental #6, most of these result from additional monies received from revenue and grants that must balance on the expenditure side. Also included are the roads Impact Fee projects and water meters that were previously reported to Council.

Mayor Miller invited public comment, being none, Mayor Miller closed the public hearing.

Council Member Poduska requested indication that a holding number is shown as opposed to an actual number.

Council Member Baertsch noted Council approved the Foothill Blvd. Alignment Study in the amount of $64,901 and that amount should be shown in place of the budget holding number of $50,000, this needs to be changed to the actual amount.

Motion by Council Member Baertsch to approve FY 2016 Budget Amendments Resolution No. 16-30 (5-17-16) including the change in the Foothill Blvd. Alignment Study to the actual approved bid amount, was seconded by Council Member Porter
Roll Call Vote: Council Members Porter, McOmber, Baertsch, Poduska, Willden – Aye
Motion carried

2. **FY 2017 Budget**.

Mayor Miller introduced the public hearing concerning the FY 2017 Budget.

Finance Manager Rawlings presented the staff report concerning the Budget Document created using the current budget requests and previous final budget document as a template. Reported the Budget Document is essentially the same, the only information changed in the document from the last meeting is the salary adjustment for Civic Events to include four more hours a week for FY2016-17, and updated the fiscal first aid techniques policy on pages 135-136 to not have x's and just have a list of fiscal first aids that we would apply if those conditions applied.

Mayor Miller invited public comment, being none, Mayor Miller closed the public hearing.

Council Member Baertsch noted under Parks capital projects expenditures did not have anything budgeted for the parks expenditures, believes part of that is because there are no numbers yet for example for the sports complex, however, knows there are projects so surprised to not see them included. City Manager Christensen reported Council had prioritized parks and once the projects get further will have some numbers and do a budget amendment, probably utilize some of the five year CIP that we have been setting aside in our capital projects budget to fund a portion of the police station, parks and some other things, so will be having some of those conversations further down the road.

Council Member Baertsch inquired if Herron Hills costs should be included. City Manager Christensen responded at this point that will come through reimbursement and will include it with the final June amendment.

Council Member McOmber expressed appreciation for getting that four hours in for the one time 20th celebration, and noted that can assessed that going forward.

Council Member Willden noted Saratoga Springs is a conservative city through the budget, does not have to increase taxes or fees and provides services where we can; requested semi-annual review the revenue shortfall figures and positions.

Council Member Porter referred to the bottom of page 45 general fund expenditures showing a change from prior period of 443%. Finance Manager Rawlings responded she will look at what happened and believes the previous cell formula did not pull forward correctly.

Council Member Porter further noted it appears throughout the document we are projecting a slowing, everything in 2017 negative, and a lot of revenues are expected to drop slightly. Finance Manager Rawlings explained that this is based on economic reports that the City has received, staff does not know yet if that will affect our City. Council Member Baertsch commented we are always conservative in regard to our revenues, we project low revenues. Mayor Miller noted that is a good approach because market is going to potentially drop, it is a conservative philosophy.

The final public hearing for the FY 2017 budget is scheduled for June 7, 2016.

3. **Land Development Code Amendments 19.06, Landscaping Large Lot, Ordinance 16-10 (5-17-16)**.

Mayor Miller introduced the public hearing concerning the matter of Code Amendments to Section 19.06– Landscaping Large Lot for public hearing.

Planning Director Kimber Gabryszak presented the staff report and recommendation reporting this is to fix the issue concerning landscaping requirements increasing the required landscaped area from 1/3 acre to ½ acre on lots ½ acre or greater, any remainder can be left in its native state, however, it is required to comply with nuisance ordinances, the timing remains the same.

Mayor Miller invited public comment, being none, Mayor Miller closed the public hearing.

Council Member Willden commented as far as the changes would like it to be 1/3 acres instead of ½ as discussed in the subcommittee, noting everyone had issues with it except one individual, that is the recommendation that came out and the argument that smaller lots are subsidizing lager lots is false. Director Gabryszak reported there were Planning Commission members that supported the ½ acre and those that supported the 1/3 were also fine with the ½ acre, staff recommended 1/3, and Council Member Willden is correct that the subcommittee majority recommended 1/3.

Council Member Baertsch requested staff make sure residents understand this is not going to change their water rights they have to purchase, still going to have the same base rate because we still have infrastructure in for their potential use, and want to make sure residents understand they do not have to fully landscape their entire property. Council Member McOmber concurred that staff communicate that property owners are still responsible for the full amount of water for the required landscaping.

Motion by Council Member Willden to approve the Land Development Code Amendment to Section 19.06, with the exception of replacing ½ acres changes to 1/3 acres throughout the document, the findings and conditions outlined in the staff report, and Ordinance No. 16-10 (5-17-16), was seconded by Council Member Porter

In response to Council Member Baertsch, Director Gabryszak Kimber clarified the property owner has to basically draw a 1/3 acre area within their property, they can choose to do the backyard more and front yard less or vice versa, what falls within their front they have to do within a year and what falls within their back they

have to do within two years. Council Member Baertsch noted then technically they can landscape just their back yard and not their front yard, does not have a problem with this in a rural area, however, has a problem when you are in a neighborhood with curb and gutter and do not have a fenced front yard, would prefer that it is a requirement to include landscaping in your front yard within that 1/3 acre. Council concurred.

Amended Motion by Council Member Willden to approve the Land Development Code Amendment to Section 19.06, with the exceptions of replacing ½ acres changes to 1/3 acres throughout the document and require inclusion of front yard landscape within that 1/3 acre, the findings and conditions outlined in the staff report, and Ordinance No. 16-10 (5-17-16), was seconded by Council Member Porter
Roll Call Vote: Council Members Willden, McOmber, Poduska, Baertsch, Porter – Aye
Motion carried unanimously

APPROVAL OF MINUTES:

May 3, 2016.

Council Member Baertsch changes were posted. Council Member Porter identified his changes as follows:

Line 40:
Council Member Porter thinks that Neptune Park *or the Sports Complex* would be an ideal location for this *monument*. Then perhaps a carriage return, the rest of the paragraph is Mark Christensen's comments, but it sometimes sounds like they are attributed to me.

Line 133:
Council Member Porter mentioned the Mountain Estates development, which was required to form an HOA in order to maintain a small detention basin in their neighborhood…..Council Member Porter *asked if it was possible to combine park impact fees and water impact fees to make the regional detention ponds, if they were also being purposed as a park.*

Motion by Council Member Baertsch to approve the minutes for May 3, 2016 with corrections as submitted and posted, was seconded by Council Member Porter
Roll Call Vote: Council Members Porter, Poduska, Baertsch, McOmber, Willden – Aye
Motion carried unanimously.

CLOSED SESSION:

Motion by Council Member McOmber 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, was seconded by Council Member Willden
Roll Call Vote: Council Members Porter, Willden, Poduska, McOmber, Baertsch – Aye
Motion carried unanimously.

The meeting moved to closed session at 9:45 pm.

Present: Mayor Miller, Council Members Porter, Willden, McOmber, Baertsch, City Manager Mark Christensen, City Attorney Kevin Thurman

Closed Session Adjourned at 10:15 p.m.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the Policy Meeting at 10:15 p.m.

Attest:

_____
Jim Miller, Mayor

_____
Cindy LoPiccolo, City Recorder

Approved: