CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, February 18, 2014

Meeting held at the City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL AGENDA

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

POLICY SESSION- Commencing at 7:00 p.m.

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

POLICY ITEMS

1. Consent Calendar:
   a. Award of Contract for Utility work services.
   b. Preliminary Plat for Landrock Connection located south of the intersection of Valley View and Grandview Court, Clay Peck, applicant.
   c. Preliminary Plat for Saratoga Springs Plat 16A located at 1700 south 240 East, Peter Staks, applicant.
   d. Preliminary Plat for Harvest Point Commercial located at the southwest corner of Redwood Road and Springhill Drive, Ken Berg, applicant.
   e. Final Plat for Mountain View Estates located 450 West 400 North, Sudweek Holdings LLC, applicant.
2. Proposed Storm Water Management Plan.
   a. Resolution R14-12 (2-18-14): amending the City of Saratoga Springs Storm Water Management Plan.
3. Concept Plan for Saratoga Hills Plat 6 located at approximately 350 West Grandview Boulevard, Jeff Mansell, applicant.
4. Public Hearing: Rezone and Concept Plan for Riverwalk located at 700 North 200 East, Dan Ford, applicant.
   a. Ordinance 14-3 (2-18-14): amending the City of Saratoga Springs official zoning map.
5. Public Hearing: Rezone and Concept Plan for Beacon Point located at 4400 South 100 West, Paul Watson, applicant.
   a. Ordinance 14-4 (2-18-14): amending the City of Saratoga Springs official zoning map.
6. Concept Plan for Premium Oil located at 2114 North Redwood Road, RBD Construction, applicant.
7. Amending the City of Saratoga Springs Code, Section 8.01.03, Water requirements.
   a. Ordinance 14-5 (2-18-14): amending section 8.01.03 of the City Code.
8. Proposed Utility rate fee adjustment.
   a. Resolution 14-13 (2-18-14): amending the City of Saratoga Springs consolidated fee schedule.
9. Reports:
   a. Mayor.
   b. City Council.
   c. Administration communication with Council.

Notice to those in attendance:

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

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.

City Council
Staff Report

Author: George Leatham
Subject: Award of Contract
Date: February 18, 2014
Type of Item: Contract Award

Description: General Roadway, Concrete, Utility and Flood Control Infrastructure Maintenance Contract.

A. Topic:

This item is presented to the Council for their approval of a contract for services from a contractor with the manpower and heavy equipment resources to provide emergency and scheduled tasks on the City's streets, concrete, utilities and flood control infrastructure maintenance.

B. Background:

Although Public Works is very capable of handling many tasks associated with scheduled and emergency street repairs, concrete removal and replacement, utility repairs, landscaping and flood control infrastructure maintenance, there are limitations to their ability to respond. These limitations come from a lack of large or specialized equipment, manpower or available time away from other scheduled assignments. In an effort to meet the many challenges Public Works face to provide scheduled and emergency services, a Request for Proposal (RFP) was issued to allow contractors to outline their company's list of equipment, manpower and references to help the Public Works Department carry out a wide variety of tasks. The RFP was formatted so Public Works could evaluate each contractor's ability to provide the widest range of equipment and manpower for the lowest cost per hour on a straight time and overtime basis. Among other things Contractors providing proposals were instructed to provide costs for equipment mobilization built into their equipment hourly rates. The intent is to enter into a contract with one contractor for the next three years to provide varied construction task at the lowest cost per hour and know, if called, what each task would cost. Any equipment or manpower dispatched to perform tasks will be closely monitored by responsible Public Works personnel and cost for each task will stay under $25,000. Tasks performed by the chosen contractor will be compensated from the current or future maintenance budgets. No new budget amount is being requested for any tasks for the chosen contractor.

C. ANAILYSIS

To comply with existing Purchasing and Procurement Policies, staff has had to request and gather costs for tasks from at least three contractors for each construction project under $25,000. Although prudent it can be a time consuming and has led Staff to this modified process that still complies with the current policies but expedites the process. Especially in emergencies, but in all other cases where the Public Works Staff needs to augment their abilities to provide services to the community they feel this contract will allow them to provide quick and professional service. The alternative is to continue with the status quo and solicit bids from multiple contractors as each need arises.

D. Recommendation

Staff recommends that the City Council award a three year maintenance contract to S and L Landscape Inc. to provide construction services to the City. The Contractor will provide these services for three years for the hourly costs provided in the proposal.

City of Saratoga Springs

REQUEST FOR SERVICES
GENERAL ROADWAY, CONCRETE, UTILITY, AND CONSTRUCTION SERVICES

Deadline for all proposals is 2:00 p.m. Jan. 28, 2014

Introduction

The City of Saratoga Springs is soliciting statements of qualifications from qualified contractors that have experience in general asphalt repair, general concrete, general utility, landscaping and building maintenance as needed for projects throughout the city. The contractor will need to be available to repair streets improvements, including asphalt replacement, striping, landscaping, repair and replace sidewalk, curb and gutter, manhole rings, valve box rings, building maintenance, sewer utility repair, water utility repair, secondary water utility repair, and storm drain utility repair.

Background

Saratoga Springs is a community of approximately 21,000 residents located in Utah County. The City has experienced large amounts of growth, and is expected to continue to grow. This includes a growing amount of roadway construction and reconstruction needs. The City also has yearly roadway and concrete maintenance needs.

Objectives

The City desires to enter into a contract with a qualified contractor for the duration of three years to perform this work. Known projects would be planned and scheduled at the beginning of the year. The contractor would coordinate this schedule with the city's needs and schedule. The contractor would be available throughout the year for emergency repair and if additional projects become available. The City does not guarantee the number of projects that will be constructed. The City intends to solicit and procure the services of a contractor or contractors that are experienced in the services requested and are willing to work on an as-needed basis as the contract stipulates. This request for qualifications is for multiple areas, see Scope of Services. The contractor may submit a statement of qualifications for one, multiple, or all areas. The city may select one or more contractors. These projects are anticipated to have a construction cost of $25,000 or less per project. The City desires to enter into a contract with fixed labor and equipment rates for these projects. These rates would be fixed for three years. It is expected that the contractor will provide labor and equipment, and the city will provide materials, or reimburse the contractor the cost of the materials. Mobilization will not be paid per project and should be included in the labor and equipment rates. Traffic control for projects will be paid based on daily rates depending on the type of road where the work is being done. Roads are defined as UDOT, Collector, Major Arterial, Minor Arterial, Principal Arterial, and all other (local) streets, refer to included map. All work to comply with the City's Construction Standards and Specifications, most recent edition.

Scope of Services

At the direction of the Mayor, City Council, and/or Administrative staff, the successful contractor will provide the specified services to the City for the terms of the agreement. Such services will include:

Schedule A – General Roadway Repair

- Asphalt removal and replacement
- Structural fill and UBC removal and replacement
- Saw cutting
- Manhole rings removal and replacement
- Valve box rings removal and replacement
- Emergency repair
- Striping
- Other items as requested by the City

Schedule B – General Concrete Maintenance and Repair

- Concrete grinding
- Sidewalk repair, remove & replace
- Curb and gutter replacement
- ADA Tactile and ramp replacement
- Emergency repairs
- Other items as requested by the City
- Landscape repair incidental to concrete work

Schedule C – General Landscape Maintenance and Repair

- Landscaping, Landscape Repair
- Sprinkler Repair and Replacement
- Sod Installation
- Shrub and Tree Installation
- Installation, removal, and replacement of other landscaping elements as requested by the City

Schedule D – General Building Maintenance and Repair

- Structure and Building repair and remodel of masonry, wood, and steel structures
- Painting
- Siding and Façade treatments
- Roofing maintenance and repair
- Window maintenance and repair
- Rain gutter maintenance and repair

Schedule E – General Utility Maintenance and Repair

- Waterline maintenance and repair

- Sewerline maintenance and repair
- Secondary waterline maintenance and repair
- Storm Drain maintenance and repair
-

Required Content of Proposals

The statement of qualifications and the performance data requested should include the following items:

- Name of firm and location of the firm's corporate or mail offices

- Location of the office from which the majority of the City's work will be performed.

- Utah State business license number

- Financial information demonstrating the firm's ability to complete the contract

- Information on prior and pending litigation
    a. List of all lawsuits and arbitration to which the bidder has been a party in the 5 years preceding the bid opening date.
    b. Name or Title of the litigation
    c. Civil Number
    d. Status and or result of the case
    e. County in which the litigation was filed
    f. Amount in question

- The age of the firm and the average number of employees over the past five (5) years.

- Average number of employees over the past five (5) years working in the office out of which the majority of the City's work will be performed.

- The training and qualifications, including confined spaces certification, of key members of the firm and key employees to be assigned to City's projects.

- Experience of the firm reflecting technical capabilities and project experience.

- The names and contact information of five (5) clients, for whom similar contract work has been done, who may be contacted.

- History of change order requests

- Schedule of labor and equipment rates, including overtime and emergency rates. Labor and equipment rates will be fixed for the three year duration of the contract.

- Daily rates for traffic control. Rates shall be based on type of road. Refer to the included Existing Roadway Network map for location and type of road. All roads not shown on the map are considered Local streets.

- List of services offered.

- List of available equipment.

- Safety record

Pre-bid Conference

- There will be a non-mandatory pre-bid conference at the city offices on Tuesday, January 21, 2014 at 2 p.m.

Proposal Submittal Instructions

- All proposals must be received at Saratoga Springs City Hall no later than 2:00 p.m. on January 28, 2014. Six (6) copies of the proposal are required.

- The number of pages of the proposal is limited to no more than 20.

- Bids must be submitted in a sealed envelope clearly bearing the name of the firm, and address.

Selection Procedures

- Competence to perform the services as reflected by technical training and education, and specific experience in providing the services outlined herein.

- The ability to perform the services as reflected by the availability of adequate personnel, equipment, and facilities to perform the services in a timely manner when requested.

- Past performance as reflected by the evaluation of officials of other entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines.

- Fee Proposal: This category will evaluate the Consultant's proposed fees for equipment and personnel to affect repairs and services.

Award

The City reserves the right to reject all or any portion of the Bid Proposals. The City also reserves the right to waive any irregularity, informality, or technicality in the proposals in the City's best interest, and is not obligated to award a contract based upon the lowest priced submission.

WRITTEN AGREEMENT:

The successful firm will be required to enter into a written agreement with the City in a form acceptable to the City.

OMISSIONS:

Should the R.F.S. not contain sufficient information in order for the firm to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the R.F.S. are not clear or contradictory, the contractor may obtain written clarification from the City at least 24 hours prior to the required time and date for proposal submission. The contractor shall include a copy of the written clarification with its submission.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:

The successful contractor must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the City. Also, the City will make every effort to ensure that all bidders are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

EMPLOYMENT STATUS VERIFICATION

Consultant/Contractor shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-12-302, as currently amended, of the Utah Immigration Accountability and Enforcement Act. Consultant shall, by contract, require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

Consultant shall also agree to abide by the Federal and State regulations pertaining to Equal Opportunity Employment that requires project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, age, disability, national origin, or genetic information. The City will make

every effort to ensure all bidders are treated fairly and equally throughout the entire advertisement, review, and selection process.

ADDITIONAL INFORMATION:

For additional information regarding the services specified in this request for proposal, contact Mark Edwards at 801-766-6504. Or at medwards@saratogaspringscity.com

COST OF DEVELOPING PROPOSALS:

All costs related to the preparation of the bids and any related activities are the sole responsibility of the contractor. The City assumes no liability for any costs incurred by bidders throughout the entire selection process.

PROPOSAL OWNERSHIP:

All proposals, including attachments, supplementary materials, renderings, sketches, addenda, etc., shall become upon submission, the property of the City, and will not be returned to the submitting firm.

NON-COLLUSION:

The firm guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, of cost estimate of any proposal or its price.

Submit proposals to:
City of Saratoga Spring
1307 N. Commerce Drive
Suite 200
Saratoga Springs, UT 84045

Contact:
Mark T. Edwards, Capital Facilities Manager
Phone: (801) 766-6504

Request for Services

We thank you for the opportunity to present ourselves as a potential partner in your project. Please consider the following information

Dustin Larsen
935 W Center St.
Lindon, Utah 84042
801-785-8458
801-785-8453 Fax
801-420-1108 Cell
dustin@sandlinc.com

- S&L Inc. 935 W Center St. Lindon, UT 84042
- Same as above
- 249730-5501
- **Financial Capacity-** S&L is currently in good financial standing. We maintain a credit line of over 1 million dollars and have a good standing with various financial institutions. We have never filed for bankruptcy or defaulted on any project. Current financial reports are available upon request. S&L has a current bonding capacity of over 12 million dollars. Bonding is provided by Dave Smedley of Central Bonds Midvale, Utah. Banking information can be provided by Brad Admunson of Zions Bank.
- **S&L has no lawsuits or arbitrations in the last 5 years**
- **S&L was incorporated in 1985, with an average of 60 employees over the last 5 years**
- **S&L has employees with the following training and qualifications**
    - **OSHA 40 hour training**
    - **Trench safety**
    - **UDOT traffic supervisor and flagger**
    - **Confined space**
    - **Irrigation CIC certification**
    - 25 years in excavations, utilities and landscaping

- **S&L has worked as a general contractor for over 28 years and has been working with Saratoga Springs for over 10 years. Please see the attached list of projects.**
- **See attached list of clients. We are currently one of 4 contractors selected by Salt Lake City as an on-call contractor and one of 2 landscaping contractor's on-call for Salt Lake County.**
- **Due to the large volume of contracts we work on, a history of changes orders is difficult to quantify. Please contact our past clients for how we handle change orders**
- **See attach list of equipment and rates. We can also provide additional equipment and rates as needed**
- **S&L self performs the following- generally Schedule A, B, C & E**
    - **Excavation, grading, etc**
    - Water, sewer and storm drain
    - Demolition, tree removal, etx
    - Landscaping, planting and irrigation
    - Sawcutting
    - Small Asphalt & Concrete
- **S&L typically subcontracts the following and has an R-100 license**
    - **Concrete**
    - **Asphalt (large quantities)**
    - Residential and light commercial construction and all subtrades involved
- **See attached list of available equipment**
- **See attached safety sheet**

Financial Capacity- S&L is currently in good financial standing. We maintain a credit line of over 1 million dollars and have a good standing with various financial institutions. We have never filed for bankruptcy or defaulted on any project. Current financial reports are available upon request. S&L has a current bonding capacity. Bonding is provided by Dave Smedley of Central Bonds Midvale, Utah.

Profile and History- S&L is a Utah based contractor. We have performed work for the State of Utah, UDOT, Jordan School District, the Forest Service, the BLM, IHC, LDS Church, BYU, University of Utah, Boyer Development, many school districts and cities, CUWCD, Jacobsen Construction, Big-D Construction, R&O Construction, Layton Construction, Peck-Ormsby, Okland Construction, Highland City, Sandy City and many others. S&L has been in business since 1979 and was incorporated in 1985. The business was started by Scott & Steve Larsen, who continue to act as the General Manager and President of the company. Both stay very involved in the company's day-to-day operations, All accounting and payroll is done in-house along with a of full time staff mechanics with enclosed repair shop and storage bays.

Expertise, Workmanship & Skill- S&L has built a reputation over the last 30 years as a quality general and subcontractor. Our quality of work has built relationships with many owners, cities, contractors, and suppliers to help us provide the best service available. The owners continue to work and manage projects, maintaining the level of skill and expertise developed over that time. We self perform much of the scope of work required for this time of project including site work, demolition, utilities, SWPPP, and landscaping. By self perform much of the scope, it allows us to maintain greater control and quality.

Technology- We are currently equipped with GPS on our machinery and build the grade models in house. We can build models and 3-D images with CAD drawings or PDFs to identify problems and better plan projects. We use Primavera scheduling software, On-screen takeoff programs, digital time keeping, and Maxwell management software. S&L currently has over 100 employees. A list of available company owned equipment has also been attached. We currently maintain a fleet of over 200 machines and have good relationships with all major rental companies and equipment retailers.

Reputation- The greatest testament to a quality company is the references and repeat customers with which they have worked. We encourage you to call the many companies and entities we have worked and ask which contractor they would prefer to have on their project.

We are one of the most trusted subcontractors in the state R&O Construction of Ogden, Utah recently described us as an "A+" subcontractor, we are on the short list of approved contractors for both Salt Lake City and Salt Lake County, Utah Department of Transportation, many of the local cities as well. Are projects are always completed on-time or budget. A list of all projects is attached.

S&L is a diverse contractor with experience in many different types of projects. We have worked on projects including sewer and water treatment plants, roadways, and piping to parks and even work on the Utah Governor's Mansion and the State Capitol.

Organization- Scott Larsen would act as the Project Manager

Scott Larsen
General Manager/Project Manager
S&L Incorporated
935 West Center Street
Lindon, Utah 84042

Education

Brigham Young University — Years Attended 1979-1981, Provo, Utah

40-hour SARA/OSHA Training
Salt Lake Community College
UST Remover Certificate
State of Utah Department of Environmental Quality
Division of Environmental Response & Remediation

Experience

Valley Fair Mall Megaplex — 2012
West Valley City, Utah
Site Work, Demolition and Utilities
Project Contractor: R&O

Irrigation & Well Project Phase 1 & 2 — 2011-12
Salt Lake City, Utah
Site Work, Demolition and Utilities
Project Owner: University of Utah

St. Josephs Catholic Church — 2010
West Jordan, Utah
Site Work, Demolition and Utilities
Project Contractor: R&O

Dimple Dell Stream Restoration — 2009
Sandy, Utah
Site Work, Demolition and Utilities
Project Owner: Salt Lake County

Liberty Bend Townhomes — 2009
Sandy, Utah
Site Work, Demolition and Utilities
Project Contractor: Kier

Challenger School — 2008
Lehi, Utah

Site Work, Demolition and Utilities
Project Contractor: Culp

94th South Park 2008
Sandy, Utah
Site Work, Demolition
Project Contractor: Layton

1500 W Sewer Line 2007
Springville, Utah
Site Work, Demolition and Utilities
Project Owner: Springville City

Canyon Links Subdivision 2006
Highland, Utah
Site Work, Demolition and Utilities
Project Owner: Pine Valley

Riverton Meadows 2005
Riverton, Utah
Site Work, Demolition and Utilities
Project Owner: Merrill Companies

Deseret Meat Packing Plant 2004
Spanish Fork, Utah
Site Work, Demolition and Utilities
Project Owner: LDS Church

Lake Canyon Dispersed Recreation Project 2003-04
Fairview Canyon, Utah
Road, Site Work and Utilities
Project Owner: USDA Forest Service

Davis High School Tracks 2003
Davis School District, Utah
Site Work and Utilities
Project Owner: Davis School District

Utah State Capital Expansion 2002-04
Salt Lake City, Utah
Site Work and Utilities
Project Owner: State of Utah

Utah Valley Regional Medical Center 2001
Provo, Utah
Site Work
Project Owner: Intermountain Health Care

American Fork Hospital 2000
American Fork, Utah
Road and Site Work
Project Owner: Intermountain Health Care

Dan Cockayne

On-Site Superintendent
S&L Incorporated
935 West Center Street
Lindon, Utah 84042

Education

Law Enforcement Management — Years Attended 1981-1987
Weber State University — Ogden, Utah

EMT, EMT Instructor Trainer

40 Hr. OSHA Hazardous Waste Training
Salt Lake Community College

Experience

Williams Farm Detention Basin — 2013
Orem, Utah
Site Work, Demolition, Landscaping and Utilities
Project Owner: Orem City

American Fork WWTP Addition — 2010
American Fork, Utah
Site Work, Demolition, Landscaping and Utilities
Project Contractor: MMC

Moon Lake Electric Building — 2009
Duchesne, Utah
Site Work, Demolition, and Utilities
Project Contractor: Big-D Construction

Valley Fair Mall Remodel — 2008-9
West Valley City, Utah
Site Work, Demolition, and Utilities
Project Contractor: R&O Construction

Bagley Industrial SD Project — 2008
West Jordan, Utah
Site Work, Demolition, and Utilities
Project Owner: West Jordan City

Freedom Academy — 2007
Provo, Utah

Site Work, Demolition, and Utilities
Project Contractor: Peck-Ormsby

The District Retail Center 2006
South Jordan, Utah
Site Work, Demolition, and Utilities
Project Owner: Boyer/Arbor

Riverton Home Depot 2005
Riverton, Utah
Site Work, Demolition, and Utilities
Project Owner: Home Depot

BLM Office Building 2004
Rawlins, Wyoming
Site Work, Demolition, and Utilities
Project Owner: Bureau of Land Management

Alpine Valley Center 2003
American Fork, Utah
Site Work and Utilities
Project Owner: Okland Construction

Sweet Water Marina Intersection 2001-2002
Bear Lake, Utah
Highway Intersection
Project Owner: Utah Department of Transportation

Anderson Cove Boat Ramp 2001
Utah
Concrete Boat Ramp
Project Owner: U.S. Forest Service

Wolf Creek Ranch 2000
Heber, Utah
Utility Piping
Project Owner: Union Point Construction

Brighton High School 1999
SLC, Utah
Site Work
Project Owner: Jordan School District

Riverton High School 1997
Riverton, Utah
Utility Piping and Site Work
Project Owner: Jordan School District

Copperton Repository 1996
Utah
Environmental Cleanup
Project Owner: ARCO Oil

Stephen A. Larsen
Project Manager
S&L Incorporated
935 West Center Street
Lindon, Utah 84042

Education

Bachelor of Arts in Public Relations — Years Attended 1982-1987
Brigham Young University — Provo, Utah

International Communication Graduate Classes — 1988-1989
Brigham Young University — Provo, Utah

40-hour SARA/OSHA Training + Refresher Course
Salt Lake Community College

Experience

Sunstone Park — 2013
Site Work, Utilities, Irrigation & Landscaping
South Jordan, Utah
South Jordan City

Beacon Hills Park — 2012
Site Work, Utilities, Irrigation & Landscaping
Highland, Utah
Highland City

Governors Mansion Landscaping — 2011
Site Work, Utilities, Irrigation & Landscaping
Highland, Utah
Highland City

Lapoint Park — 2010
Site Work, Utilities, Irrigation & Landscaping
La Point, Utah
Uintah Recreation District

Vista Park — 2009
Site Work, Utilities, Irrigation & Landscaping
Taylorsville, Utah
Salt Lake County

Sandy Fish Pond — 2008
Site Work, Utilities, Irrigation & Landscaping
Sandy, Utah
Sandy City

Quail Hollow Elementary Parking Lot — 2008

Site Work, Utilities, Irrigation & Landscaping
Sandy, Utah
Jordan School District

Highland Cemetery 2007
Irrigation, Landscaping & Site Work
Highland, Utah
Highland City

Timp Cove Park 2006
Irrigation, Landscaping & Site Work
Cedar Hills, Utah
Cedar Hills Utah

Provo Canyon Scenic Byway 2005
Trail Building
Charleston, Utah
UDOT

Highland Hollows Development 2005
Site work, utilities, irrigation & landscaping
Highland, Utah
Highland City

Copperview Church 2004
South Jordan, Utah
Site Work and Utilities

Summer Village Development 2004
Saratoga Springs, Utah
Building Construction, Site work, Landscaping, Utilities

Brookhaven Development 2003
Lehi, Utah
Site Work and Utilities
Project Owner: Brookhaven Dev. LLC

Canyon View Elementary 2003
Murray, Utah
Site Work and Utilities
Project Owner: Murray School District

Eastmont Middle School 2001
Sandy, Utah
Site Work and Utilities
Project Owner: Jordan School District

Sunrise Elementary School Parking Lot 2001
Sandy, Utah
Site Work, Landscaping and Utilities
Project Owner: Jordan School District

Cedar Hills Drive 2000
Cedar Hills, Utah

Road, Landscaping and Site Work
Project Owner: City of Cedar Hills

Brighton High School Softball Field 1999
Salt Lake City, Utah
Site Work
Project Owner: Jordan School District

Timpview High School Gym 1998
Provo, Utah
Utility Piping and Site Work
Project Owner: Interwest Construction

Riverton High School 1997
Riverton, Utah
Utility Piping and Site Work
Project Owner: Jordan School District

Veterans Administration Nursing Home 1996
Salt Lake City, Utah
Site Work
Project Owner: Utah State

90th South Residential Cleanup 1994
Utah
Site Work
Project Owner: Utah State

Jordanelle Dam 1993
Heber, Utah
Wetlands Mitigation
Project Owner: U.S Dept of Interior

Bingham Canyon Creek 1992-1995
Salt Lake City, Utah
Environmental Cleanup
Project Owner: ARCO Oil

Albertson's Shopping Center 1991
American Fork, Utah
Site Work
Project Owner: Albertson's

Dustin Larsen

Estimator/Project Manager
S&L Incorporated
935 West Center Street
Lindon, Utah 84042

Education

Construction Management — Years Attended 2001-2004
Brigham Young University — Provo, Utah

Journalism — Years Attended 1998-1999
Ricks College — Rexburg, Idaho

ASC Heavy Civil Competition Team — 2002, 2003, 2004
BYU- 2004 Team Captain

NAHB Competition Team — 2005
BYU- Land Development

Fluent in Spanish (Written and Oral)

Experience

UVRMC North Office — 2008
Lindon, Utah
Site Work, Demolition, and Utilities
Project Owner: IHC
Contractor: Big-D

Lakeside Power Plant — 2008
Lindon, Utah
Site Work, Demolition, and Utilities
Project Owner: Pacificorp
Contractor: Siemens

Richards Building Addition — 2007
Provo, Utah
Site Work, Demolition, and Utilities
Project Owner: LDS Church

LDS Philanthropies Building — 2007
Provo, Utah
Site Work, Demolition, and Utilities
Project Owner: LDS Church

Contractor: Big-D

UVRMC Parking Structure 2006
Provo, Utah
Site Work, Demolition, and Utilities
Project Owner: IHC

BYU 14th & 17th Stake Centers 2004
Orem, Utah
Site Work, Demolition, and Utilities
Project Owner: LDS Church

Merrill Hall Dorm Remodel 2003
Provo, Utah
Site Work, Demolition and Utilities
Project Owner: LDS Church

Utah State Capitol Renovation 2001-2002
Salt Lake City, Utah
Site Work, Demolition and Utilities
Project Owner: State of Utah

American Fork Hospital Addition 2001
American Fork, Utah
Site Work, Demolition and Utilities
Project Owner: IHC
Contractor: Jacobsen

Other Key Personnel

Martin Gonzales
- Position- General Foreman
- Experience- 12 years with S&L
- Skills- Good operator, reads plans, bilingual

Shelby McClure
- Position- Superintendent
- Experience- 10 years
- Skills- Diverse background with great managerial skills

Paul Garrett
- Position- Foreman
- Experience- 8 years
- Skills- Operator, reads plans, very good at utilities

Rafael Aguado
- Position- Lead Operator
- Experience- 25 years
- Skills- Very skilled on all machines, speaks English & Spanish

D. Similar Projects & References

1- Project: Sandy Urban Fish Pond
Address: 100000 South 700 East Sandy, Utah
Owner: Sandy City
Contact: Dan Medina, Sandy City Parks Superintendent
Phone: 801-568-2911
Start Date: 3/08
Date Completed: 9/08
Original Contract Duration: 120 Days
Cost: $2.1 Million
Change Orders:
Scope of work: The project was a 3-acre lined fishpond w/pump house and dewatering system next to the Jordan River. Project included a 70,000 SF parking lot, concrete and dirt trails, playground, restroom and pavilion construction, landscaping and fencing. S&L self performed all demolition, site work, utilities, landscaping and building construction. Farnworth Concrete performed concrete, the asphalt was by Geneva Rock, and pond liner was by Rainy Day. Various other subs were used in building construction. Project duration was increase by owner due to additional scope & easement issues. S&L met all deadlines & city schedules.

2- Project: Beacon Hills Park
Address: 6200 W 11000 N Highland, Utah
Owner: Highland City
Contact: Matt Shipp, City Engineer or Nathan Lunstad, Engineering Director
Phone: 801-756-5751 ext 4510
Start Date: 9/1/13
Date Completed: 7/1/13
Original Contract Duration: 180
Cost: $1,100,000.00
Scope of work: New park construction with drainage basins with 60,000 CY of dirt moving. Included new parking lot with associated utilities and road tie ins. New sod and plantings for the park with irrigation system. All landscaping and irrigation performed by S&L. Park also included new asphalt trails and concrete walks

3- Project: Williams Farm Storm Drain
Address: Orem Utah
Owner: Orem City
Contact: Allen Clegg
Phone: 801-229-11
Start Date: 3/13
Date Completed: 11/13
Cost: $1.1 Million
Original Contract Duration: 120 days

Scope of work: Clay Detention basin with approx. 3500′ of 48″ large diameter concrete piping. Site had heavy ground water and we had extensive dewatering. Pond was constructed of imported clay with a riprap liner and base access road.

4- Project: Governor's Mansion Landscaping
Address: 600 E South Temple SLC, Utah
Owner: DFCM
Contact: Mike Ambre

Phone: 801-538-3289
Start Date: 4/20/12
Date Completed: 9/12
Original Contract Duration: 60
Cost: $235,000.00
Change Orders:
Scope of work: Remove of existing landscaping and concrete. Installation of new landscaping, irrigation and plantings all self-perfomed by S&L. New landscape lighting and electrical upgrades by Rydalch Electric. Replacement of concrete walks was by Bandmann concrete.

5- Project: Vista Park Baseball complex
Address: 2200 W 5000 S Taylorsville, Utah
Owner: Salt Lake County
Contact: Lynn Larsen, City Engineer or David Price, ASWN
Phone: 801-468-2589
Start Date: 10/08
Date Completed: under construction
Cost: $3,750,000.00
Change Orders: TBD
Scope of work: Baseball diamond construction with new concessions building. Scope includes 60,000 SF of asphalt drives w/curbing and walks, concrete retaining walls, rails, fencing, irrigation, seeding, planting, etc. The site is built on an old construction landfill with debris removal, protective liner and a micro pile stabilization system. S&L will self perform all demo, site work, utilities, landscaping, and irrigation. Site concrete work is done by WW Concrete, asphalt will be by Geneva, Railing & Steel by Wasatch Ornamental, seeding by and structural concrete by Tri-L.

6- Project: Sunstone Park
Address: 118000 S 5600 W South Jordan
Owner: South Jordan City
Contact: Ken Smart
Phone: 801-254-3742
Start Date: 4/13
Date Completed: 7/13
Cost: $417000
Scope of work: New park construction in existing drainage basin. Park included installation of new drainage structures with storm water treatment, existing of storm drain and waterlines. Installation of new irrigation and planting, concrete walks and asphalt paving. Also included a pavilion and other miscellaneous park amenities.

Additional Company References

Cedar Hill City
David Bunker
3925 W Cedar Hills Dr
Cedar Hills, Utah 84062
801-785-9668

Highland City
Matt Shipp, Wade Lehmburg
5378 W 10400 N
Highland City, Utah 84003
801-756-5751

R&O Construction
Kelly Hansen, Todd Crosby, Lynn Whitmeyer, Jeff Hawkes
933 Wall Ave
Ogden, Utah 84404
801-627-1403

Siemens Power
Steve Kuca
Orlando, Florida
407-736-5133
steve.kuca@siemens.com

Big-D Construction
Mark Glauser, Michael Sant, Brian Johnson, John Kemp
404 W 400 S
SLC, Utah 84101
801-415-6000

Sandy City
Dan Medina
440 E. 8680 S.
Sandy, Utah
801-568-2900

Kier Construction
Joe Torman
Odgen, Utah
801-627-1414

Civil Science Engineering
Brad Kenison,
3160 W. Clubhouse Drive
Lehi, Utah 84043
801-768-7200 ext 142

West Jordan City
Greg Davenport
8000 S Redwood Road
West Jordan, Utah 84088
801-569-5077

RVC Construction
Dan Soelberg,
510 S 600 E
SLC, Utah 84102
801-355-6868

Jordan School District
Randy Haslam, David Jaynes
9361 S 300 E
Sandy, Utah

801-567-8850
steve.kuca@siemens.com

The Cedars HOA
Steve Lee
Cedar Hills, Utah 84101
801-492-1008

IHC
Wayne Smith
440 E. 8680 S.
Provo, Utah
801-357-7398

Jacobsen Construction
Tony Shields, Kevin Brown, Scott Overman,
3131 West 2210 S
Salt Lake City, Utah
801-973-0500

Other contacts, references or letters of reference will be made available upon request.

S&L Equipment List

Loaders

Cat 950F Wheel Loader
Cat 938G Wheel Loader
Cat 928G Loader
Komatsu WA200PT-5 Wheel Loader
Cat IT28G Wheel Loader
Cat 924F Wheel Loader
Kawasaki 50SIV Wheel Loader
CAT 930G Wheel Loader
Komatsu WA250L-5
Case 621 B Wheel Loader
John Deere 544H Wheel Loader

Graders

CAT 140G Grader
Dresser 450E Grader
John Deere 670C Motor Grader

Excavators

Hitachi EX-150 Trackhoe #1
CAT 320L Hydraulic Excavator #1
CAT 320L Hydraulic Excavator #2
Komatsu PC 300 Trackhoe
Kato 1880 Trackhoe
Hitachi EX-150 Trackhoe #2
CAT 320L Hydraulic Excavator #3
Kubota KX121-2 Mini Excavator #1
Kobelco SK200 Acera Hydraulic Excavator
CAT 320BL Hydraulic Excavator #4
Kubota KX121-2 Mini Excavator #2
CAT 312BL Hydraulic Excavator
CAT 350L Hydraulic Excavator
Nagano NS15-2 Mini Excavator
Nagano NS45-2 Mini Excavator
CAT 320BL Hydraulic Excavator #5
Kobelco SK60 Track Excavator
CAT 304.5 2001 Track Excavator
New Holland EC-215LC Track Excavator
New Holland EC-160LC Track Excavator
Kobelco SK330 LCIV Hydraulic Excavator
Komatsu PC200LC-7
Hitachi Zaxis 200 Excavator
Hitachi Zaxis 350 Excavator
CAT 320CL Hydraulic Excavator #6
CAT 320CL Hydraulic Excavator #7
Komatsu PC138 Excavator
Bobcat 337 Mini Excavator
Komatsu 400 Excator

Dozers

Cat D4 Dozer
Komatsu D65EX Dozer
Komatsu D61 EX12 Crawler
Komatsu D61 EX12 Crawler
Cat D8 Dozer

Backhoes

CAT 416B Backhoe Loader
CAT 416C Backhoe Loader
CAT 416C IT Backhoe Loader

Sweepers

Laymore Sweeper
Laymore Sweeper
Case Sweeper
JRB Sweeper

Light Plants

Ingersroll Rand Light Plant L6
Ingersroll Rand Light Plant LP2
Hesco Light Plant
Light Plant Amida

Skid Steer Loaders

Bobcat 853 1994 Skid Loader
CAT 226 Skid Loader
John Deere 8875 Skid Steer Loader
Bobcat S185 Skid Steer Loader

Heavy Haul Trucks

94 International 9300 End Dump
94 Mack CH600 Cab & Chasis
04 Peterbilt 378 Cab & Chasis
92 Peterbilt 378 Cab & Chasis
86 Autocar Cab & Chasis
99 Freightliner FLD120SD End Dump
98 Freightliner FLD120 End Dump
02 Volvo VHD104 End Dump
98 Ford F800 End Dump
79 Peterbilt 359 Cab & Chasis
78 Peterbilt 359 Cab & Chasis
06 Kenworth T800 Cab & Chasis
06 Peterbilt 357-119 End Dump
07 Peterbilt 357-119 Cab & Chasis
07 Peterbilt 357-119 Cab & Chasis
07 Kenworth T800 Cab & Chasis

Specialty Trucks

03 Ford F550 Mechanic Truck
72 Ford F650 Boom Truck
00 Ford F350 Stake Bed
94 Mitsubishi Mini Dump
97 GMC 6400 Lube Truck
891H Camel 200 Vacuum
06 Peterbilt 335 Fuel/Lube Truck

Water Trucks

92 GMC Water Truck
95 Freightliner Dump w/ Water Truck
98 F800 Water Truck
95 F800 Water Truck

Special Equipment

Dosko Chipper
CAT 615C Elevating Scrapper
CAT 725 Articulated Truck
GE Scissor Lift 2046
Thomas ProTough 400 Screen
CAT D350B Rock Truck
Terex TH508 5,000LB Telescopic Forklift
Extec 830 Trommel Screening Plant
ISEKI245F Utility Tractor
Kabota L4330 Farm Tractor
Vermeer TG 525 Tub Grinder
John Deere 9400
CAT 730 Rock Truck
Miskin SP-C17 Scraper
Powerscreen Chieftain 1400T
Field Sprayer
Ingersall Rand Compressor
Miller D400
Cold- water Pressure Washer
Steam Cleaner (Qty 2)
Chain Saws
Chop Saw 2 cycle gas Stil
Makita DPC7311 Chop Saw
Space Heater/ Electric
Hydraulic 30X50 Fabtec Inc
Electric Conveyor Belt (Qty 2)
Laser 10-05-00
Topcon RL-H3C
30Kw Genterator
5Kw Generator
8" Water Pump
GPS #1
GPS #2
John Deer Gator #1
John Deer Gator #2

Other Trucks/ Vehicles

01 Toyota Tacoma
01 Chevy Prizm (Qty 2)
90 GMC Van
95 Chevy 1500
94 Toyota
95 Ford F150
95 Izuzu
91 Ford F250
93 Ford F250
00 Dodge Ram 3500 Flat Bed
01 Dodge Ram
01 Ford F150 (Qty 2)
96 Chevy G30 Van
84 Ford F150
05 GMC K2500 (Qty 3)
05 GMC C1500 (Qty 3)
06 Nissan Murano
04 Ford F350 (Qty 2)
80 Ford F650

Trailers

87 Twamco PTTD 25 Ton
04 Twamco PTTDM3 Black Tilt Deck
05 Fontaine TA-51 Lowboy
04 Sidump'r SDR325 Side Dump
06 Sidump'r SDR325 Side Dump (Qty 2)
07 Sidump'r SDR325 Side Dump (Qty 2)
30' Dovetail 10 Ton Trailer (Yellow)
96 Clements Pup Trailer- 3 Axle (Qty 2)
72 40' Semi Trailer
79 40' Semi Trailer
89 35' Semi Trailer
89 Form Trailer
04 Dump Trailer
79 250 Gallon Fuel Trailer
83 1000 Gallon Fuel Trailer
91 Big Tex Trailer (Qty 2)
76 25' Trailer
99 Haulmark Trailer
73 Flat Bed Trailer
98 Smithco SC2002 Side Dump
97 Four Axle Pup
00 Arnes Belly Dump
97 Red River Belly Dump
Strict Belly Dump Pup
74 Defaul Mota 40' Flat Bed

Compaction Equipment

CAT 815 4 Wheel Drive Articulated Compactor
SheepfootWacker Walk Behind
Sheepfoot Wacker RT820 Walk
Sheepfoot Wacker 820 Walk
Sheepfoot Wacker RT820
Dresser D84 Roller
Roller Dynapac
Ingersoll Rand DD24 Roller
Rammax P35K4 Vibratory Sheepfoot Compactor
Rammax T16 Tandem Steel 4 Roller
Corniver CT40 Vibratory Padfoot Compactor
Hamm 2210SD Vibatory Padfoor Compactor
Dynapac CA15PD Vibatory Padfoor Compactor
Bomag BW213D Smoth Run Compactor
Wacker Smooth RD880V
Bombag BW211D-3
Ingersoll Rand RX33H Jumping Jack Compactor (Qty 3)
Bombag Jumping Jack Compactor
Ammann AC30 Sheepfoot Compactor
Parker VP4D Sheepfoot (Towed)

935 West Center
Lindon, Utah 84042
Phone (801) 785-8458
Fax (801) 785-8453

5 hours or less charged transport time

Equipment Hourly Rates w/operator

		Total Local	Total Standby	Total Overtime
Cat D-4H	Dozer	$90.00	$45.00	$109.00
Komatsu D65	Dozer	$110.00	$60.00	$139.00
Cat 950F	Loader	$115.00	$62.50	$144.00
Cat IT28G	Loader/ Forklift	$110.00	$60.00	$139.00
Cat 938	Loader	$115.00	$62.50	$144.00
Cat 930	Loader	$110.00	$60.00	$139.00
Cat 928	Loader	$105.00	$55.00	$139.00
Cat 350 (120,000 lb)	Trackhoe	$165.00	$87.50	$194.00
Hitachi 150 & SK200	Trackhoe	$105.00	$52.50	$124.00
Hitachi 350	Trackhoe	$150.00	$75.00	$169.00
Cat 320L	Trackhoe	$110.00	$62.50	$144.00
Cat 312	Trackhoe	$105.00	$55.00	$129.00
Cat 312	Trackhoe	$105.00	$55.00	$129.00
Komatsu PC95	Trackhoe	$95.00	$75.00	$169.00
Komatsu PC120	Trackhoe	$105.00	$75.00	$169.00
Komatsu 330	Trackhoe	$135.00	$75.00	$169.00
Komatsu 400	Trackhoe	$165.00	$75.00	$169.00
20- Ton Trackhoe with Hammer	Trackhoe	$175.00	$70.00	$210.00
Cat 416	Backhoe	$85.00	$42.50	$104.00
Cat 615	Scraper	$125.00	$75.00	$169.00
Dresser Smooth Drum	Compactor	$85.00	$42.50	$104.00
Dynapac (small for asphalt)	Compactor	$65.00	$32.50	$84.00
Midsize Compactor	Compactor	$72.00	$36.00	$91.00
Jumping Jack Compactor	Compactor	$40.00	$20.00	$59.00
Cat 140G	Grader	$135.00	$67.50	$154.00
Dresser 450A	Grader	$120.00	$60.00	$139.00
Bobcat 753	Bobcat	$70.00	$35.00	$89.00
D300 Offroad Truck	Rock Truck	$130.00	$70.00	$159.00
Cat D30 Offroad Truck	Rock Truck	$130.00	$70.00	$159.00
Water Truck 4000	Water Truck	$65.00	$32.50	$84.00
Dump Truck 10 Wheel		$85.00	$35.00	$89.00
Dump Truck & Pup		$105.00	$45.00	$109.00
Dump Truck 5 axel		$105.00	$47.50	$114.00
Dump Truck 5 axel & 3 axel Pup		$115.00	$57.50	$134.00
Side Dumper 7 axel		$115.00	$60.00	$139.00
Single Belly Dump		$110.00	$47.50	$114.00
Double Belly Dump		$125.00	$57.50	$134.00
Transport		$110.00	$60.00	$139.00
Tilt Deck Transport		$110.00	$47.50	$114.00
Pickup Truck		$35.00	$16.00	$51.00
5 Ton Dump Truck		$55.00	$25.00	$69.00
Mini Excavator		$75.00	$40.00	$99.00
Medium Mini Excavator		$85.00	$47.50	$114.00

Compact Landscape Tractor	$52.50	$26.25	$71.50
Superintendent	$65.00	$21.00	$97.50
Foreman	$45.00	$17.00	$67.50
Laborer	$30.00	$13.50	$45.00
Operator	$35.00	$15.00	$52.50
Per Diem			

All unit prices include cost of an operator

Engineering Proposal Evaluation

City of Saratoga Springs
Weighted Criteria Form

Legend	
General Roadway	A
General Concrete	B
General Landscape	C
General Building	D
General Utility	E

Project #: 1401-005 General Roadway, Concrete and Utility Services
Proposal Due Date: January 28, 2014 at 2pm

BIDDER	Schedule	Fee Schedule 5 Points	Technical Competence 5 points	Ability to Perform 5 points	Experience 5 points	Total	Company Average
Kilgore Contracting	A	5	4.00	4.00	4.00	17.00	17.00
Great Western Holdings	A	DQ	2.50	1.75	2.50	6.75	DQ
Great Western Holdings	B	DQ	2.25	1.75	2.50	6.50	
Great Western Holdings	C	DQ	0.75	0.75	0.75	2.25	
Great Western Holdings	E	DQ	2.50	1.75	2.50	6.75	
Great Western Holdings	D - Provisionally	DQ	0.75	0.75	0.75	2.25	
Beck Construction & Excavation, Inc.	A	3	4.50	3.50	4.50	15.50	14.81
Beck Construction & Excavation, Inc.	B	3	4.50	3.50	4.50	15.50	
Beck Construction & Excavation, Inc.	C	3	3.50	2.75	3.25	12.50	
Beck Construction & Excavation, Inc.	E	3	4.50	3.75	4.50	15.75	
Lydon Jones Construction	A	4	4.75	4.25	4.75	17.75	17.06
Lydon Jones Construction	B	4	4.75	4.50	4.75	18.00	
Lydon Jones Construction	C	4	3.50	3.25	3.50	14.25	
Lydon Jones Construction	E	4	4.75	4.75	4.75	18.25	
S & L Incorporated	A	5	4.75	4.75	4.75	19.25	18.88
S & L Incorporated	B	5	4.25	4.25	4.25	17.75	
S & L Incorporated	C	5	4.75	4.75	4.75	19.25	
S & L Incorporated	E	5	4.75	4.75	4.75	19.25	
Quicksilver Concrete	A	DQ	0.75	0.75	0.75	2.25	9.50
Quicksilver Concrete	B	4	4.25	4.25	4.25	16.75	
Bowen Construction Co.	A	4	1.75	1.75	1.75	9.25	11.75
Bowen Construction Co.	B	4	3.50	3.50	3.50	14.50	
Bowen Construction Co.	E	4	2.50	2.50	2.50	11.50	
Staker Parson Companies	A	6	4.00	4.00	4.00	18.00	18.00
Ryan Kartchner Concrete Construction	B	6	2.50	2.50	2.50	13.50	13.50
Innovative Marketing Systems	A	DQ	0.25	0.25	0.25	0.75	DQ

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Landrock Connection
Preliminary Plat
February 18, 2014

Report Date:	February 6, 2014
Applicant/Owner:	Lakeview Land and Rock Development Company / Clay Peck
Location:	South of the intersection of Valley View Drive and Grandview Ct.
Major Street Access:	Grandview Boulevard
Parcel Number(s) & Size:	59-003-0006 & -0007; 4.485 acres
Parcel Zoning:	R-3
Adjacent Zoning:	R-3
Current Use of Parcel:	Vacant
Adjacent Uses:	Low Density Residential and Undeveloped
Previous Meetings:	April 5, 2011 City Council (most recent)
Previous Approvals:	Preliminary Plat, 8-8-06 (expired); Final Plat, 2-12-08 (expired); Preliminary Plat, 04-05-11 (expired); Road Dedication Plat for Sageview Ct. and Landview Blvd. (recorded 2/21/2013); PC Preliminary Plat, 01-23-14
Land Use Authority:	City Council
Future Routing:	Public meeting with City Council for Final Plat
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for a Preliminary Plat approval to create 13 new single family residential lots. The 13 lots are separated into three phases by two public roads, Grandview Court and Landview Boulevard. The first phase (Plat 1) has 4 lots and is 0.968 acres. The second phase (Plat 2) has 3 lots and is 0.96 acres. The third phase (Plat 3) has 6 lots and is 2.079 acres; however the boundary of Plat 3 will need to be modified slightly to include additional road dedication.

Recommendation:
Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed final plat at their discretion, and choose from the options in Section "I" of this report. Options include a motion for approval as proposed, a motion to continue the item to gather additional supportive information, or a motion for a denial based on non-compliance with findings of specific criterion.

B. Background:

There have been a number of previous approvals on this property for the exact same 13 lot subdivision. The most recent approval from the City Council occurred in April 2011. Due to inactivity this plat expired; however, the applicant applied for and received a road dedication plat

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

from the City Council that was recorded on February 21, 2013. The purpose of the road dedication plat was to provide a connection between the Benches subdivision and the Land Rock Estates subdivision.

On January 23, 2014 the Planning Commission held a public hearing and discussed the proposed subdivision. The Planning Commission unanimously in favor of forwarding a positive recommendation to the City Council to approve the 13 lot residential subdivision.

C. Specific Request:

The property is zoned R-3, Low Density Residential. The proposed 13 lot Preliminary Plat will facilitate single family home development, which is permitted in the R-3 zone. Once the Preliminary Plat is reapproved, then the applicant can apply for Final Plat approval.

D. Process:

Per section 19.12.03 of the City Code, all subdivisions must receive a Preliminary Plat approval. An application for a Preliminary Plat shall follow the approved City format. Subdivisions are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for subdivision approval involves a formal review of the Preliminary Plat by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the Preliminary Plat in a public meeting and formally approves the Preliminary Plat. Final Plats are reviewed and approved by the City Council in a public meeting.

E. Community Review:

Per 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 comment regarding this application.

F. Review:

The requirements of Preliminary Plat review are found in Section 19.12.03(2) of the City Code. This Preliminary Plat was reviewed within the context of all these and other pertinent sections of the City Code. An in-depth review of code requirements within the context of the provided Preliminary Plat is found in Section "H" of this report.

G. General Plan:

The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Preliminary Plat provides a design that can be developed in a way that is in compliance with the General Plan because it provides a design that will enable low density single family residential development.

H. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria are pertinent requirements for Preliminary Plats listed in Sections 19.12 (Subdivision Requirements) and 19.04.13 (R-3 Requirements) of the City Code.

Permitted or Conditional Uses: complies. Section 19.04.13(2 & 3) lists all of the permitted and conditional uses allowed in the R-3 zone. The Preliminary Plat provides residential building lots which are supported as a permitted use in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for residential lots is 10,000 square feet. The smallest lot shown on the Preliminary Plat is 10,008 square feet (Lot #1-2)

Setbacks and Yard Requirements: complies. Section 19.04.13(5) outlines the setbacks required by the RC zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 8/20 feet (minimum/combined)

Rear: Not less than twenty-five feet

Corner: Front 25 feet; Side abutting street 20 feet

The typical setback and P.U.E. details shown on the plats show compliance with all of these minimum setback requirements.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 25 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

The proposed 13 residential lots should not generate a lot of traffic. The existing roads in the area are adequate to provide ingress and egress to this development.

Fencing: complies. Plat 3 is located adjacent to the future alignment of Foothill Boulevard. Per the City's Master Transportation Plan, Foothill Blvd. will be a major arterial roadway. Part of the design for this future transportation corridor is a 30-foot wide landscaped pedestrian trail system. The Code requires a 6 foot tall semi-private fence along the property line backing this future open space corridor. The plat calls out a 6-foot vinyl semi-private fence at this location, which meets the code minimum; however, this fencing does not match the current wrought iron style fencing installed between Lots in Phase 1 and the City's existing secondary water pond and culinary water tank. Staff recommends as a condition of approval that all of the required semi-private fencing associated with this subdivision be consistent with the existing wrought iron style fencing.

Looking Southeast across Phase 1; existing wrought iron fence between City water facilities:

Open Space: can comply. Plat 3 has 0.28 acres of open space that will provide a 30-foot landscape buffer between the back of Lots 3-3 and 3-4 and the future Foothill Boulevard. This

will count towards the 15% open space requirement. The remaining open space requirement is 0.486 acres. Staff has determined that there are parks nearby that can serve this small subdivision and recommends that the creation of a pocket park is not in the best interest of the City or the residents in this location. Therefore, staff recommends that the applicant participate in the payment in lieu of open space program, as outlined in Section 19.13.090. At the time of Final Plat approval (required during the review of the first plat) the applicant must submit a proposal to the City Council for approval and inclusion in a development agreement.

I. Recommendation and Alternatives:

After evaluating the required standards for Preliminary Plats located in an R-3 zone, staff recommends that the City Council conduct a public meeting and make the following motion:

Recommended Motion:

"Based upon the evidence and explanations received today, I move to approve the Landrock Connection Preliminary Subdivision Plat on property generally located South of the intersection of Valley View Drive and Grandview Court as identified in Exhibit 2 (parcel #'s 590030007 & ;006), with the findings and conditions below:

Findings:

1. Per the requirements of Section 19.04.13(4), all lots proposed are greater than 10,000 square feet.
2. Per the requirements of Section 19.04.13(5), the minimum setback and yard requirements for the R-3 zone will be met.
3. The proposed Preliminary Plat has met, or can conditionally meet all Code requirements as provided in Section H of this report, which Section is incorporated into these findings by this reference.
4. The General Plan recommends Low Density Residential for this location which is defined as one to four units per acre. The proposed plat consists of 2.9 units per acre which is allowed by the Land Use Element of the General Plan and is therefore acceptable.

Conditions:

1. That per Section 19.12.02(5) of the City Code, the Preliminary Subdivision Plat shall remain valid for twenty-four months from the date of City Council approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extensions must be requested within twenty-four months of site plan/Subdivision approval and shall not exceed twelve months."
2. At the time of Final Plat approval (required during the review of the first plat) the applicant shall submit a proposal to the City Council for approval of a payment in lieu of open space program, as outlined in Section 19.13.090.
3. The boundary of Phase 3 (Plat 3) shall be amended to include the road dedication of Sage View Court and Landview Drive between Lots 2-3 and 3-6/3-7.
4. All of the required semi-private fencing associated with this subdivision shall be consistent with the existing wrought iron style fencing.
5. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
6. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
7. Any other conditions as articulated by the City Council:

_____

_____

Alternative Motions:

Alternative Motion A
"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

_____
_____
_____
_____

Alternative Motion B
"Based upon the evidence and explanations received today and the following findings, I move to deny the Landrock Connection Preliminary Subdivision Plat on property generally located South of the intersection of Valley View Drive and Grandview Court. Specifically I find that the following standards and/or code requirements have not been met:"

List Specific Code Standards and Requirements:

_____
_____
_____

J. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Preliminary Plat Exhibits
5. April 5, 2011 Approved Preliminary Plat
6. Grandview Court Road Dedication Plat
7. 01-23-14 Draft Planning Commission Minutes

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Landrock Connection
Date: January 23, 2014
Type of Item: Preliminary Plat Approval

Description:

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

B. Background:

Applicant:	*Lakeview Land and Rock Development Company / Clay Peck*
Request:	*Preliminary Plat Approval*
Location:	*South of the intersection of Valley View Drive and Grandview Ct.*
Acreage:	*Plat 1 - 0.968 acres – 4 lots*
	Plat 2 - 0.960 acres – 3 lots
	Plat 3 - 2.079 acres – 6 lots
	Road needing to be included in plats 1, 2, or 3 - approximately 0.485 acres

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

D. Conditions:

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

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

3) Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

4) All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

5) Developer shall prepare and submit easements for all public facilities not located in the public right-of-way. Lot 1-1 shall include a 20’ wide sanitary sewer easement

dedicated to the City, centered on the exiting sewer main.

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

7) Project shall comply with all ADA standards and requirements.

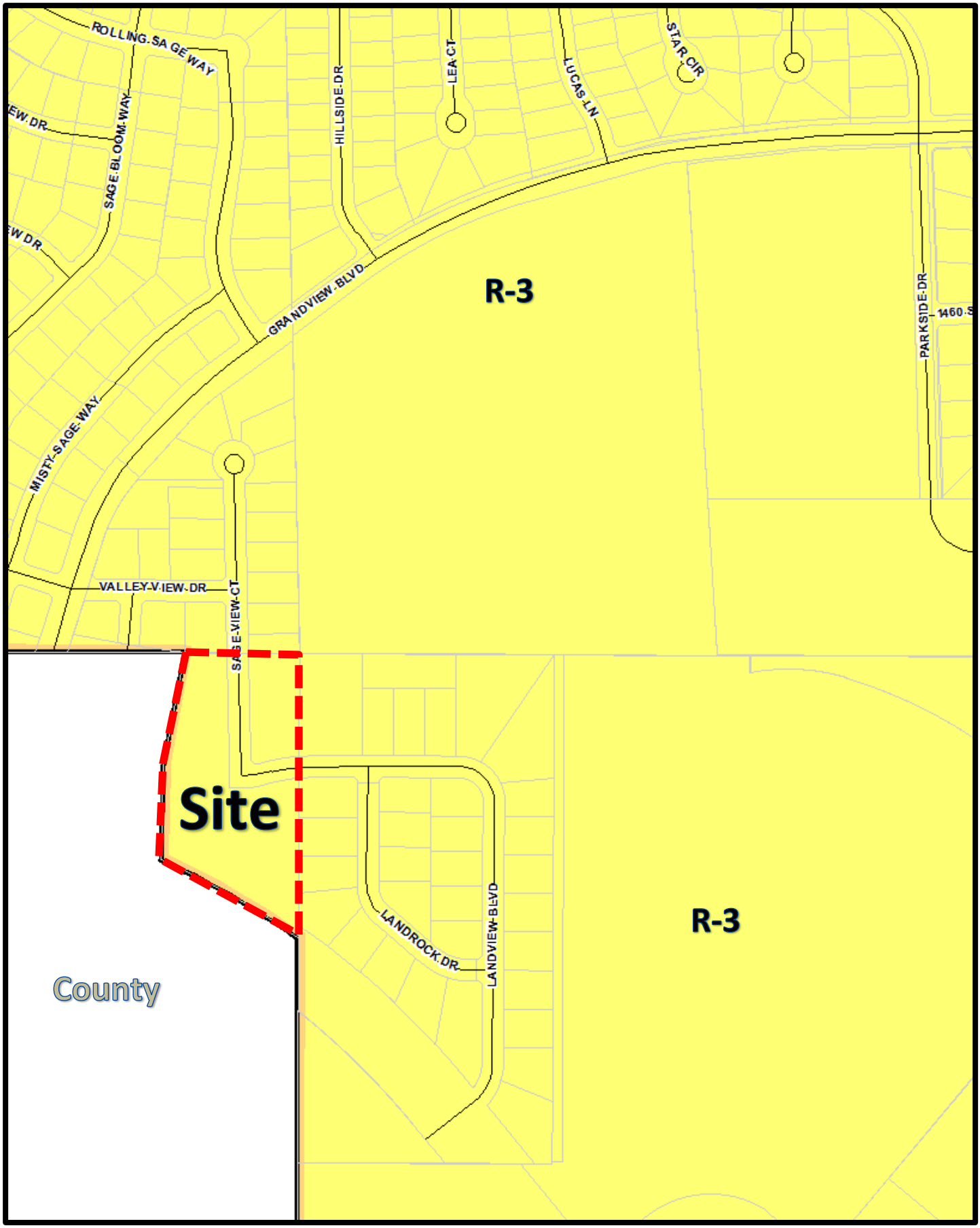
8) The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawing prior to commencing construction.

9) Landrock Connection Plat 2 shall include the full dedication of Landview Blvd to the west boundary of lot 2-3 including a City Standard temporary turn-around at the end. The easement for the temporary turn-around shall be deeded prior to plat recordation and the entry number referenced on the plat.

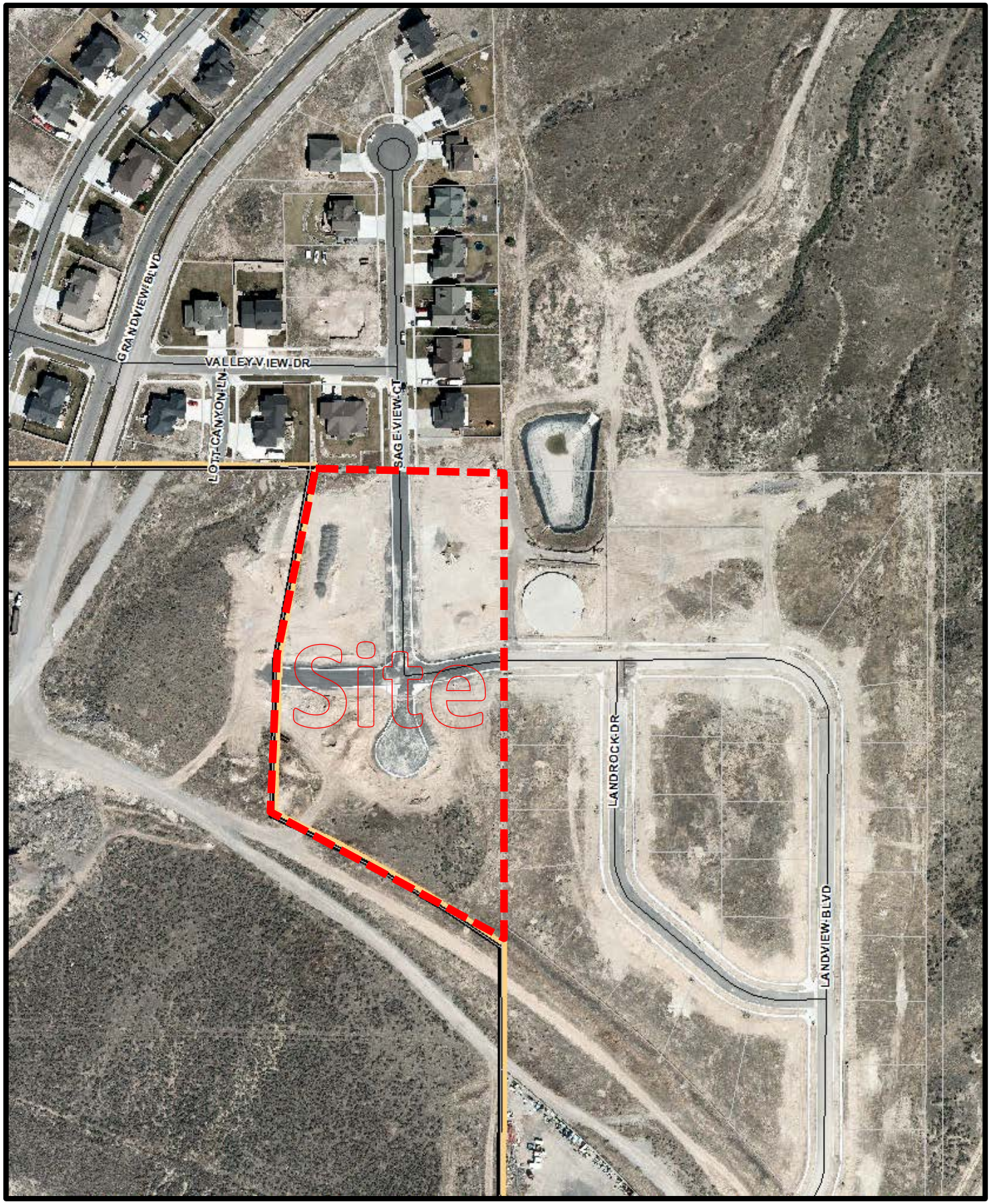
10) Landrock Connection Plat 3 shall including the full dedication of Grandview Circle as well as ROW for the Future Foothill Parkway.

11) Developer shall provide plans for and improve all pedestrian corridors and open spaces.

Zoning and Location Map

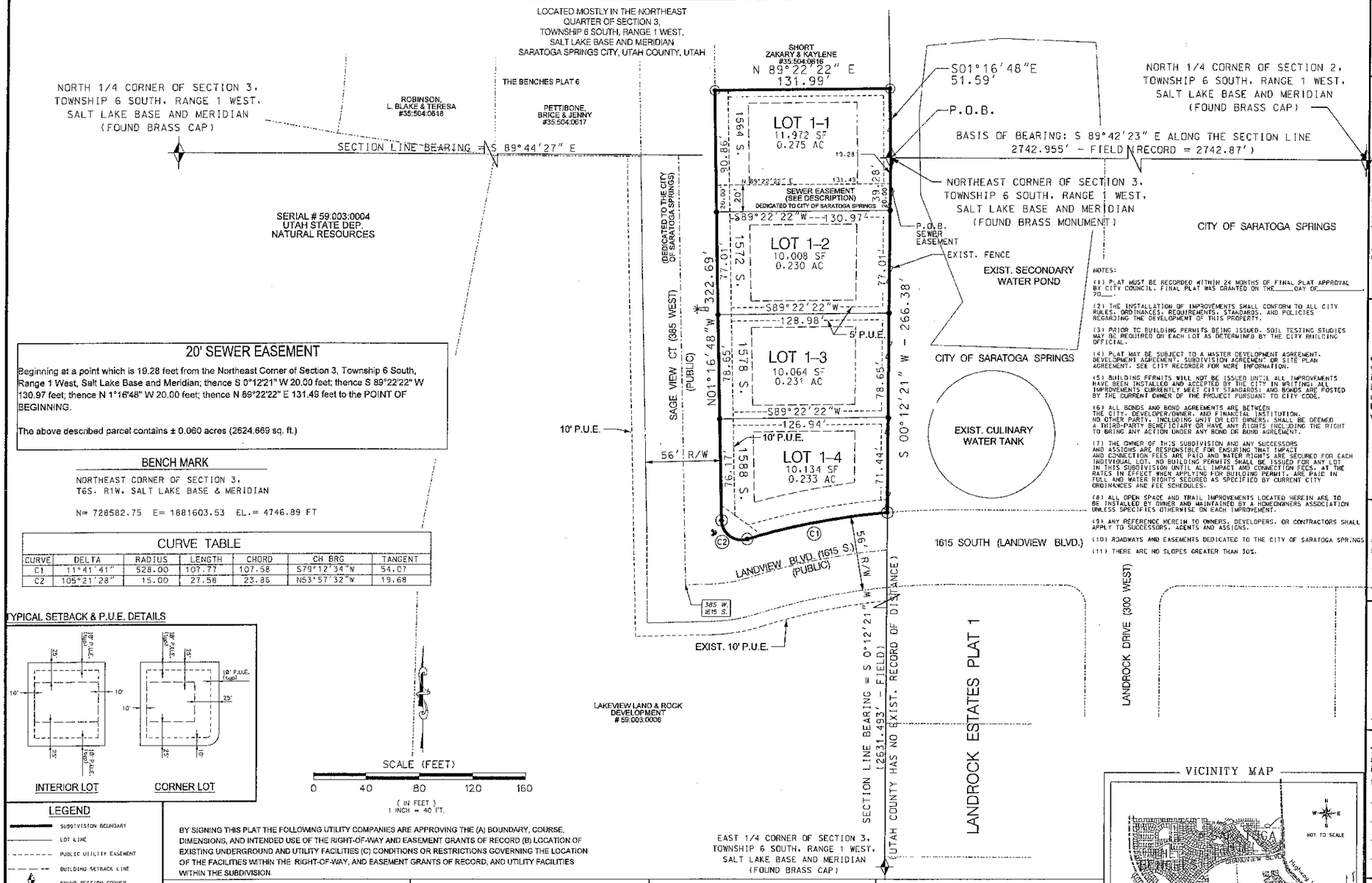


Aerial Photo



LANDROCK CONNECTION PLAT 1

LOCATED MOSTLY IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



20' SEWER EASEMENT

Beginning at a point which is 19.28 feet from the Northeast Corner of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence S 0°12'21" W 20.00 feet; thence S 89°22'22" W 130.97 feet; thence N 1°16'48" W 20.00 feet; thence N 89°22'22" E 131.49 feet to the POINT OF BEGINNING.

The above described parcel contains ± 0.060 acres (2624.669 sq. ft.)

BENCH MARK

NORTHEAST CORNER OF SECTION 3, T6S. R1W. SALT LAKE BASE & MERIDIAN

N= 728582.75 E= 1881603.53 EL.= 4746.89 FT

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BRG	TANGENT
C1	11°41'41"	528.00	107.77	107.58	S79°12'34"W	54.07
C2	105°21'28"	15.00	27.58	23.86	N53°57'32"W	19.68

TYPICAL SETBACK & P.U.E. DETAILS

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- FOUND SECTION CORNER
- SET ⅝" REBAR & CAP (BOUNDARY)
- SET 5/8" REBAR & CAP (BOUNDARY)
- NEW STREET LIGHT
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.

NOTES:

(1) PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT WAS GRANTED ON THE_____DAY OF_____ 20____.

(2) THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.

(3) PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.

(4) PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.

(5) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.

(6) ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.

(7) THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.

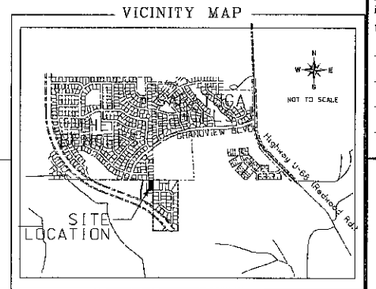
(8) ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.

(9) ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.

(10) ROADWAYS AND EASEMENTS DEDICATED TO THE CITY OF SARATOGA SPRINGS

(11) THERE ARE NO SLOPES GREATER THAN 30%.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREAS REQUIREMENTS OF THE APPLICIBLE ZONING ORDANANCES.

BOUNDARY DESCRIPTION

A Parcel of land situated mostly in the Northeast quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE WEST BOUNDARY LINE OF LANDROCK ESTATES PLAT 1; THENCE ALONG SAID BOUNDARY S 00°12'21" W 266.38 FEET; THENCE LEAVING SAID BOUNDARY TO A POINT ON THE NORTHERN RIGHT OF WAY OF LANDVIEW BLVD. AND ALONG AN ARC 107.77 FEET TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, THE CHORD BEARS S 79°12'34" W 107.58 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 27.58 FEET TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THE CHORD BEARS N 53°57'32" W 23.86 FEET; TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAGE VIEW COURT; THENCE ALONG SAID RIGHT OF WAY N 01°16'48" W 322.69 FEET; TO A POINT ON THE BOUNDARY LINE OF THE BENCHES SUBDIVISION PLAT 6 ON FILE AT THE UTAH COUNTY RECORDERS OFFICE; THENCE ALONG SAID BOUNDARY LINE N 89°22'22" E 131.99 FEET; TO A POINT ON THE BOUNDARY LINE OF LANDROCK ESTATES PLAT 1; THENCE ALONG SAID BOUNDARY LINE S 01°16'48" E 51.59 FEET TO THE POINT OF BEGINNING.

ACRES: 0.968 ACRES (42178.021 SQ. FT.)
OF LOTS: 4

Barry Andreason (Barry) Andreason — Date: DEC 16, 2013

OWNERS DEDICATION

Know all men by these presents that_____,the _____ undersigned owner(s) of the above described tract of land having caused the same to be subdivided into lots and streets to be hereafter known as

LANDROCK CONNECTION PLAT 1

do hereby dedicate for perpetual use of the public and/or city all parcels of land, easements, right of way, and public amenities shown on this plat as intended for public and/or city use. The owner(s) voluntarily defend, indemnify, and save harmless the city against any easements or other encumbrance on a dedicated street which will interfere with the city's use, maintenance and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the city from and damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

in witness whereof_____ have hereunto set___this _____day of_____, A.D. 20__.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

On the ___day of_____,A.D. 20__, personally appeared before me, the undersigned Notary Public in and for the County of Utah in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commision expires: Notary Public residing at

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

On the___day of_____, A.D. 20___, personally appeared before me_____and, who being by me _____ duly sworn did say each for himself, that he, the said _____is the President and he the said_____ is the Secretary of_____Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said_____and_____ each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My commision expires: Notary Public residing at

ACCEPTANCE BY LEGISLATIVE BODY

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

THIS _____ DAY OF_____ ,A.D. 20 ___

CITY MAYOR — ATTEST: CLERK/RECORDER (SEE SEAL BELOW)

LANDROCK CONNECTION PLAT 1

LOCATED MOSTLY IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCALE 1"= 40'

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

QUESTAR GAS COMPANY

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY QUESTAR.

QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____A.D. 20____ BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

COMCAST CABLE TELEVISION

APPROVED THIS _____DAY OF_____A.D. 20 _____ BY COMCAST.

COMCAST CABLE TELEVISION

QWEST

APPROVED THIS _____DAY OF_____A.D. 20 BY QWEST.

QWEST

LEHI CITY POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____DAY OF_____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

FIRE CHIEF APPROVAL

APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____ , A.D. 20 _____

CITY FIRE CHIEF

PLANNING COMMISSION REVIEW

REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____ , A.D. 20 _____

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____ , A.D. 20 _____

CITY ENGINEER

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____ , A.D. 20 _____

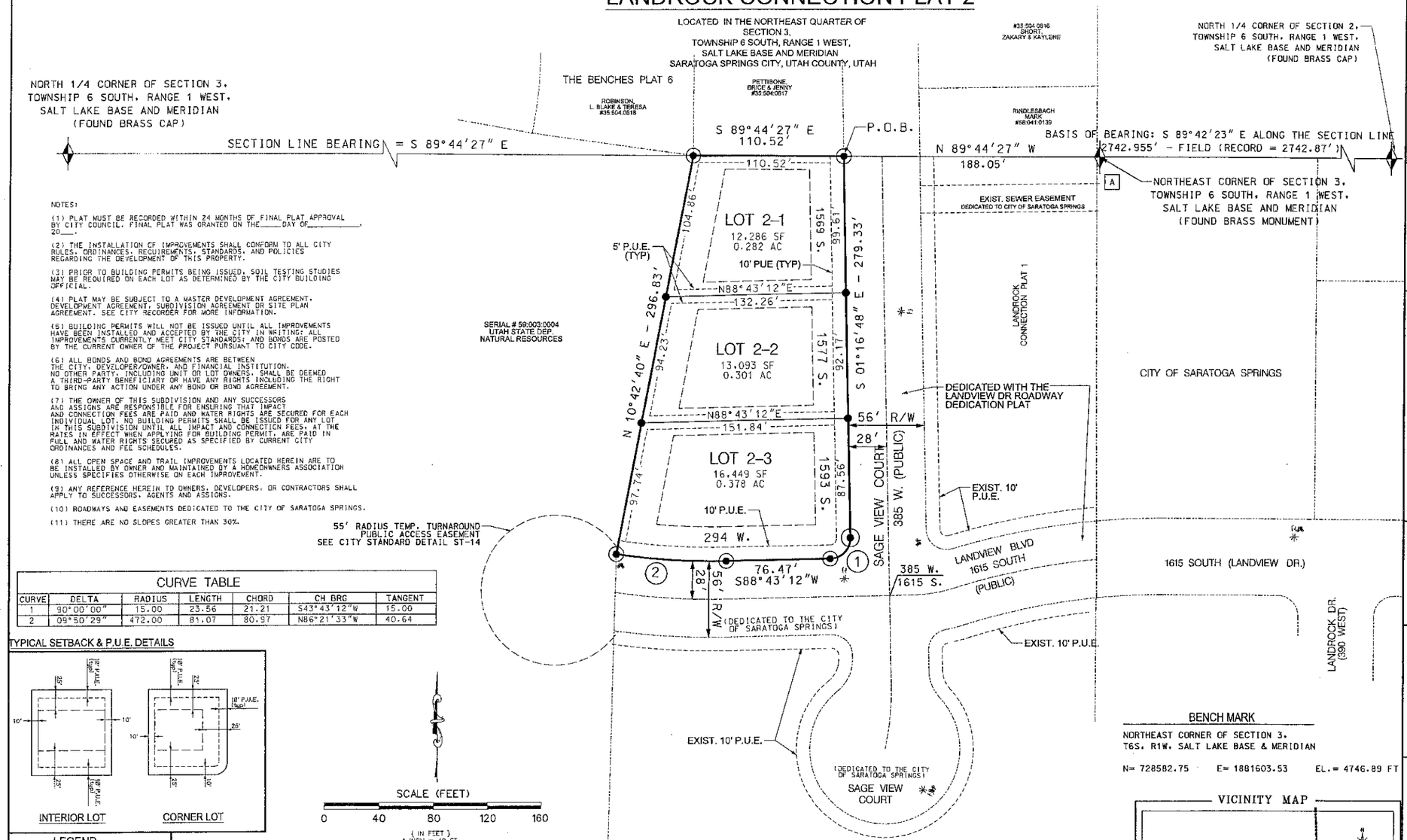
SARATOGA SPRINGS ATTORNEY

NOTARY PUBLIC SEAL	SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
	12/16/13 REGISTERED LAND SURVEYOR NO.166572 BARRY ANDREASON STATE OF UTAH		

RECEIVED DEC 16 2013

LANDROCK CONNECTION PLAT 2

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 3,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



NOTES:

(1) PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT WAS GRANTED ON THE_____DAY OF_____, 20___.

(2) THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.

(3) PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.

(4) PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.

(5) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.

(6) ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.

(7) THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.

(8) ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.

(9) ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.

(10) ROADWAYS AND EASEMENTS DEDICATED TO THE CITY OF SARATOGA SPRINGS.

(11) THERE ARE NO SLOPES GREATER THAN 30%.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BRG	TANGENT
1	90°00'00"	15.00	23.56	21.21	S43°43'12"W	15.00
2	09°50'29"	472.00	81.07	80.97	N86°21'33"W	40.64

TYPICAL SETBACK & P.U.E. DETAILS

SCALE (FEET)
0 40 80 120 160
(IN FEET)
1 INCH = 40 FT.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- FOUND SECTION CORNER
- SET 5/8" REBAR & CAP (BOUNDARY)
- SET 5/8" REBAR & CAP (BOUNDARY)
- NEW STREET LIGHT
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT

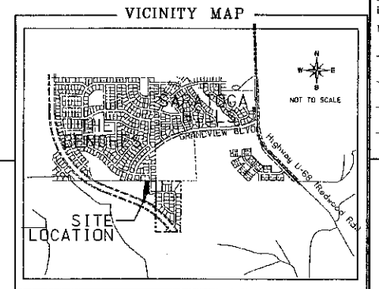
BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.

BENCH MARK

NORTHEAST CORNER OF SECTION 3,
T6S, R1W, SALT LAKE BASE & MERIDIAN

N= 728582.75 E= 1881603.53 EL.= 4746.89 FT

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREAS REQUIREMENTS OF THE APPLICIBLE ZONING ORDANANCES.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 89°44'27" W ALONG THE SECTION LINE 188.05 FEET FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAGE VIEW COURT; THENCE ALONG SAID RIGHT OF WAY S 01°16'48" E 279.33 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 23.56 FEET TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THE CHORD BEARS S 43°43'12" W 21.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LANDVIEW BLVD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) S 88°43'12" W 76.47 FEET; (2) THENCE ALONG AN ARC 81.07 FEET TO THE RIGHT, HAVING A RADIUS OF 472.00 FEET, THE CHORD BEARS N 86°21'33" W 80.97 FEET; THENCE N 10°42'40" E 296.83 FEET TO A POINT ON THE BENCHES SUBDIVISION PLAT 6 ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID BOUNDARY LINE S 89°44'27" E 110.52 FEET TO THE POINT OF BEGINNING.

ACRES: 0.960 ACRES (41828.132 SQ. FT.)

OF LOTS: 3 LOTS

Barry Andreason — Date: Dec. 16, 2013

OWNERS DEDICATION

Know all men by these presents that _____, the _____ undersigned owner(s) of the above described tract of land having caused the same to be subdivided into lots and streets to be hereafter known as

LANDROCK CONNECTION PLAT 2

do hereby dedicate for perpetual use of the public and/or city all parcels of land, easements, right of way, and public amenities shown on this plat as intended for public and/or city use. The owner(s) voluntarily defend, indemnify, and save harmless the city against any easements or other encumbrance on a dedicated street which will interfere with the city's use, maintenance and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the city from and damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

in witness whereof_____ have hereunto set___this_____day of_____, A.D. 20___.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the ___day of_____, A.D. 20__, personally appeared before me, the undersigned Notary Public in and for the County of Utah in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that_____signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commision expires: Notary Public residing at

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the___day of_____, A.D. 20__, personally appeared before me_____and, who being by me_____duly sworn did say each for himself, that he, the said_____is the President and he the said_____is the Secretary of_____Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said_____and_____each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My commision expires: Notary Public residing at

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of the city of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land inteded for the public purpose of the perpetual use of the public.

THIS _____ DAY OF_____, A.D. 20 ____

CITY MAYOR — ATTEST: CLERK/RECORDER (SEE SEAL BELOW)

LANDROCK CONNECTION PLAT 2

LOCATED MOSTLY IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCALE 1"= 40'

NOTARY PUBLIC SEAL | SURVEYOR'S SEAL | CITY ENGINEER'S SEAL | CLERK-RECORDER SEAL

REGISTERED LAND SURVEYOR 12/16/13 NO.166572 BARRY ANDREASON STATE OF UTAH

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

LEHI CITY POST OFFICE
APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____DAY OF_____, A.D. 20____
LEHI CITY POST OFFICE REPRESENTATIVE

FIRE CHIEF APPROVAL
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 20 _____
CITY FIRE CHIEF

PLANNING COMMISSION REVIEW
REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D. 20 _____
CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL
APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. 20 _____
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____, A.D. 20 _____
SARATOGA SPRINGS ATTORNEY

QUESTAR GAS COMPANY
APPROVED THIS _____ DAY OF _____, A.D. 20_____ BY QUESTAR
QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____A.D. 20 _____ BY ROCKY MOUNTAIN POWER.
ROCKY MOUNTAIN POWER

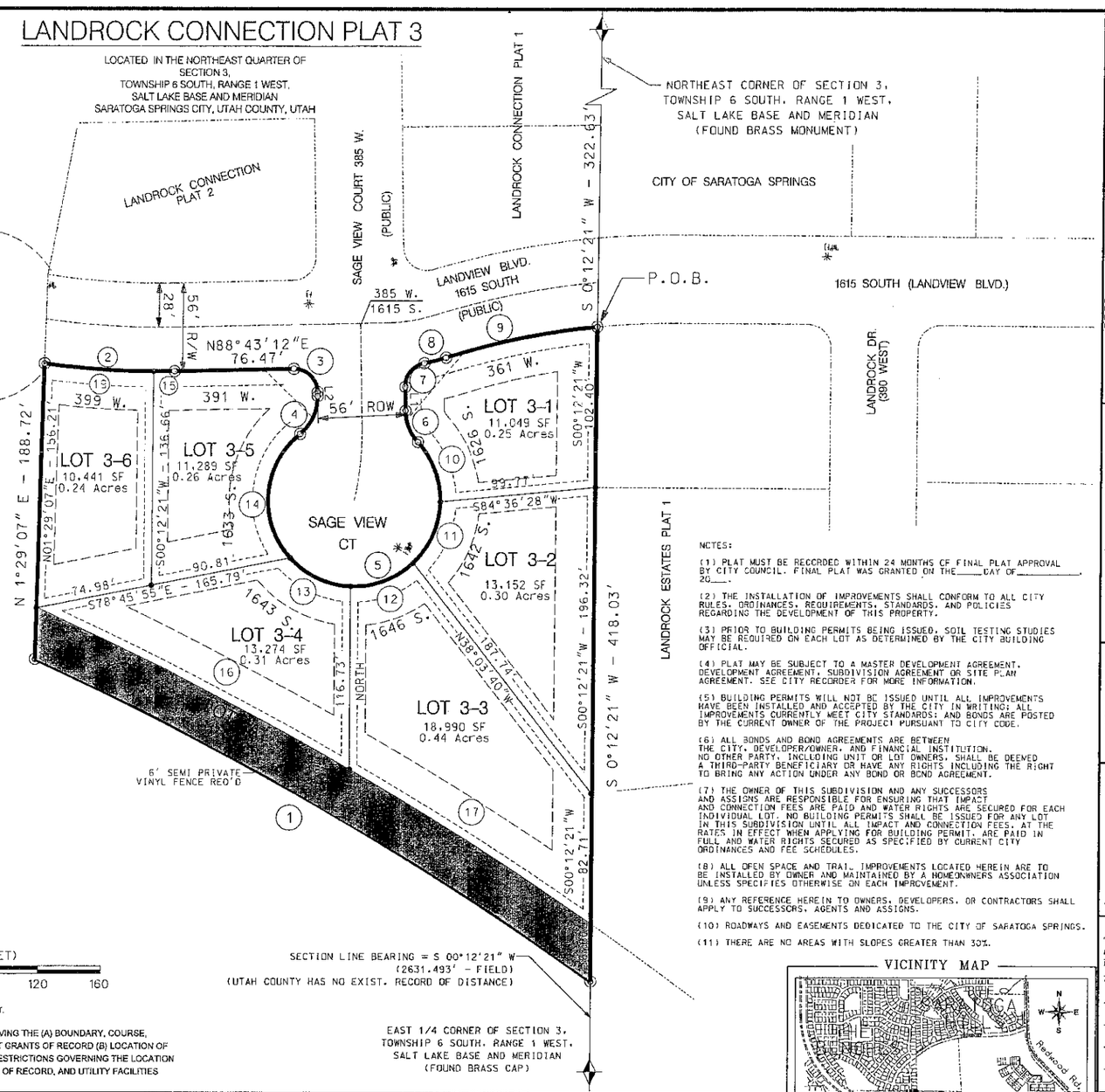
COMCAST CABLE TELEVISION
APPROVED THIS _____DAY OF_____A.D. 20 _____ BY COMCAST.
COMCAST CABLE TELEVISION

QWEST
APPROVED THIS _____DAY OF_____A.D. 20 BY QWEST.
QWEST

RECEIVED DEC 16 2013

LANDROCK CONNECTION PLAT 3

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 3,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



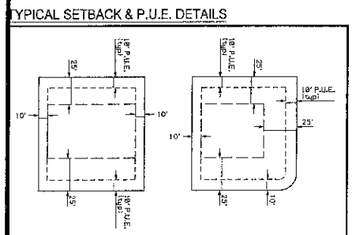
LINE TABLE

LINE	LENGTH	BEARING
L1	15.19'	N01°16'48"W
L2	2.67'	S01°16'48"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BRG	TANGENT
1	11°06'51"	2128.00	412.85	412.20	N60°07'31"W	207.07
2	09°05'16"	528.00	83.75	83.66	S86°44'10"E	41.96
3	90°00'00"	15.00	23.56	21.21	S46°16'48"E	15.00
4	51°42'04"	30.50	27.52	26.60	S24°34'14"W	14.78
5	273°13'37"	55.00	262.28	75.56	N86°11'33"W	
6	41°31'33"	30.50	22.11	21.62	N22°02'35"W	11.56
7	80°09'24"	15.00	20.98	19.32	N38°47'55"E	12.62
8	06°26'34"	128.00	14.39	14.39	N75°39'20"E	7.20
9	12°00'35"	472.00	98.94	98.76	N78°26'21"E	49.65
10	43°35'55"	55.00	41.85	40.85	N21°00'24"W	22.00
11	45°41'28"	55.00	43.86	42.71	N23°38'17"E	23.17
12	45°41'28"	55.00	43.86	42.71	N69°19'45"E	23.17
13	45°41'28"	55.00	43.86	42.71	S64°58'47"E	23.17
14	92°33'19"	55.00	88.85	79.50	S04°08'36"W	57.51
15	01°28'10"	528.00	13.54	13.54	N89°27'17"E	6.77
16	06°00'02"	2158.00	226.00	225.90	N63°01'05"W	113.11
17	04°53'23"	2157.99	184.17	184.11	N57°34'22"W	92.14
18	10°53'25"	2158.00	410.17	409.56	N60°34'23"W	205.71
19	07°37'06"	528.00	70.21	70.15	S86°00'05"E	35.15

TYPICAL SETBACK & P.U.E. DETAILS



NOTES:

(1) PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT WAS GRANTED ON THE____DAY OF_____, 20____.

(2) THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.

(3) PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.

(4) PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.

(5) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.

(6) ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.

(7) THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.

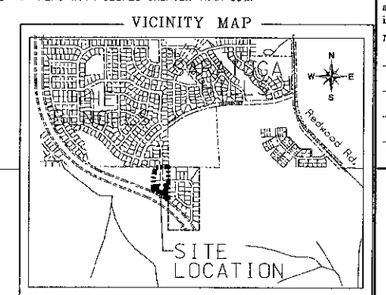
(8) ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIES OTHERWISE ON EACH IMPROVEMENT.

(9) ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.

(10) ROADWAYS AND EASEMENTS DEDICATED TO THE CITY OF SARATOGA SPRINGS.

(11) THERE ARE NO AREAS WITH SLOPES GREATER THAN 30%.

VICINITY MAP



LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- FOUND SECTION CORNER
- SET 5/8" REBAR & CAP (BOUNDARY)
- SET 5/8" REBAR & CAP (BOUNDARY)
- NEW STREET LIGHT
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.

QUESTAR GAS COMPANY

APPROVED THIS _____ DAY OF _____ A.D. 20_____
BY QUESTAR.

QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____ A.D. 20 _____
BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

COMCAST CABLE TELEVISION

APPROVED THIS _____ DAY OF _____ A.D. 20 _____
BY COMCAST.

COMCAST CABLE
TELEVISION

QWEST

APPROVED THIS _____ DAY OF _____ A.D. 20
BY QWEST.

QWEST

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

LEHI CITY POST OFFICE

APPROVED BY POST OFFICE REPRESENTATIVE
ON THIS _____ DAY OF _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

FIRE CHIEF APPROVAL

APPROVED BY THE FIRE CHIEF ON THIS
_____ DAY OF _____, A.D. 20 _____

CITY FIRE CHIEF

PLANNING COMMISSION REVIEW

REVIEWED BY THE PLANNING COMMISSION ON THIS
_____ DAY OF _____, A.D. 20 _____

CHAIRMAN, PLANNING
COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED BY THE CITY ENGINEER ON THIS
_____ DAY OF _____, A.D. 20 _____

CITY ENGINEER

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS
_____ DAY OF _____, A.D. 20 _____

SARATOGA SPRINGS ATTORNEY

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND. MEET FRONTAGE WIDTH AND AREAS REQUIREMENTS OF THE APPLICIBLE ZONING ORDANANCES.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S 00°12'21" W ALONG THE SECTION LINE 322.63 FEET FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF LANDROCK ESTATES SUBDIVISION PLAT 1 ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID BOUNDARY S 00°12'21" W 418.03 FEET; THENCE LEAVING SAID BOUNDARY LINE TO A POINT OF CURVATURE; THENCE ALONG AN ARC 412.85 FEET TO THE LEFT, HAVING A RADIUS OF 2128.00 FEET, THE CHORD BEARS N 65°07'31" W 412.20 FEET; THENCE N 01°29'07" E 188.72 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 83.75 FEET TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, THE CHORD BEARS S 86°44'10" E 83.66 FEET; THENCE N 88°43'12" E 76.47 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 23.56 FEET TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THE CHORD OF WHICH IS S 46°16'48" E 21.21 FEET; THENCE S 01°16'48" E 2.67 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 27.52 FEET TO THE RIGHT, HAVING A RADIUS OF 30.50 FEET, THE CHORD BEARS S 24°34'14" W 26.60 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 262.28 FEET TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, THE CHORD BEARS S 86°11'33" E 75.56 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 22.11 FEET TO THE RIGHT, HAVING A RADIUS OF 30.50 FEET, THE CHORD BEARS N 22°02'35" W 21.62 FEET; THENCE N 01°16'48" W 15.19 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 20.98 FEET TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THE CHORD BEARS N 38°47'55" E 19.32 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 14.39 FEET TO THE LEFT, HAVING A RADIUS OF 128.00 FEET, THE CHORD BEARS N 75°39'20" E 14.39 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 98.94 FEET TO THE RIGHT, HAVING A RADIUS OF 472.00 FEET, THE CHORD BEARS N 78°26'21" E 98.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.079 ACRES (90540.288 SQ. FT.)

OF LOTS: 6 LOTS

Barry Andreason — Date: Dec 16, 2013

OWNERS DEDICATION

Know all men by these presents that _____, the _____, undersigned owner(s) of the above described tract of land having caused the same to be subdivided into lots and streets to be hereafter known as

LANDROCK CONNECTION PLAT 3

do hereby dedicate for perpetual use of the public and/or city all parcels of land, easements, right of way, and public amenities shown on this plat as intended for public and/or city use. The owner(s) voluntarily defend, indemnify, and save harmless the city against any easements or other encumbrance on a dedicated street which will interfere with the city's use, maintenance and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the city from and damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

in witness whereof_____ have hereunto set___this _____day of_____, A.D. 20__.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the___ day of_____, A.D. 20__, personally appeared before me, the undersigned Notary Public in and for the County of Utah in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that_____signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commision expires: Notary Public residing at

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the__day of_____, A.D. 20__, personally appeared before me_____and, who being by me_____duly sworn did say each for himself, that he, the said _____ is the President and he the said_____ is the Secretary of_____Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said_____ and_____ each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My commision expires: Notary Public residing at

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of the city of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land inteded for the public purpose of the perpetual use of the public.

THIS _____ DAY OF_____, A.D. 20 ____

CITY MAYOR — ATTEST: CLERK/RECORDER (SEE SEAL BELOW)

LANDROCK CONNECTION PLAT 3

LOCATED MOSTLY IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

SARATOGA SPRINGS, UTAH COUNTY, UTAH

SCALE 1" = 40'

NOTARY PUBLIC SEAL | SURVEYOR'S SEAL | CITY ENGINEER'S SEAL | CLERK-RECORDER SEAL

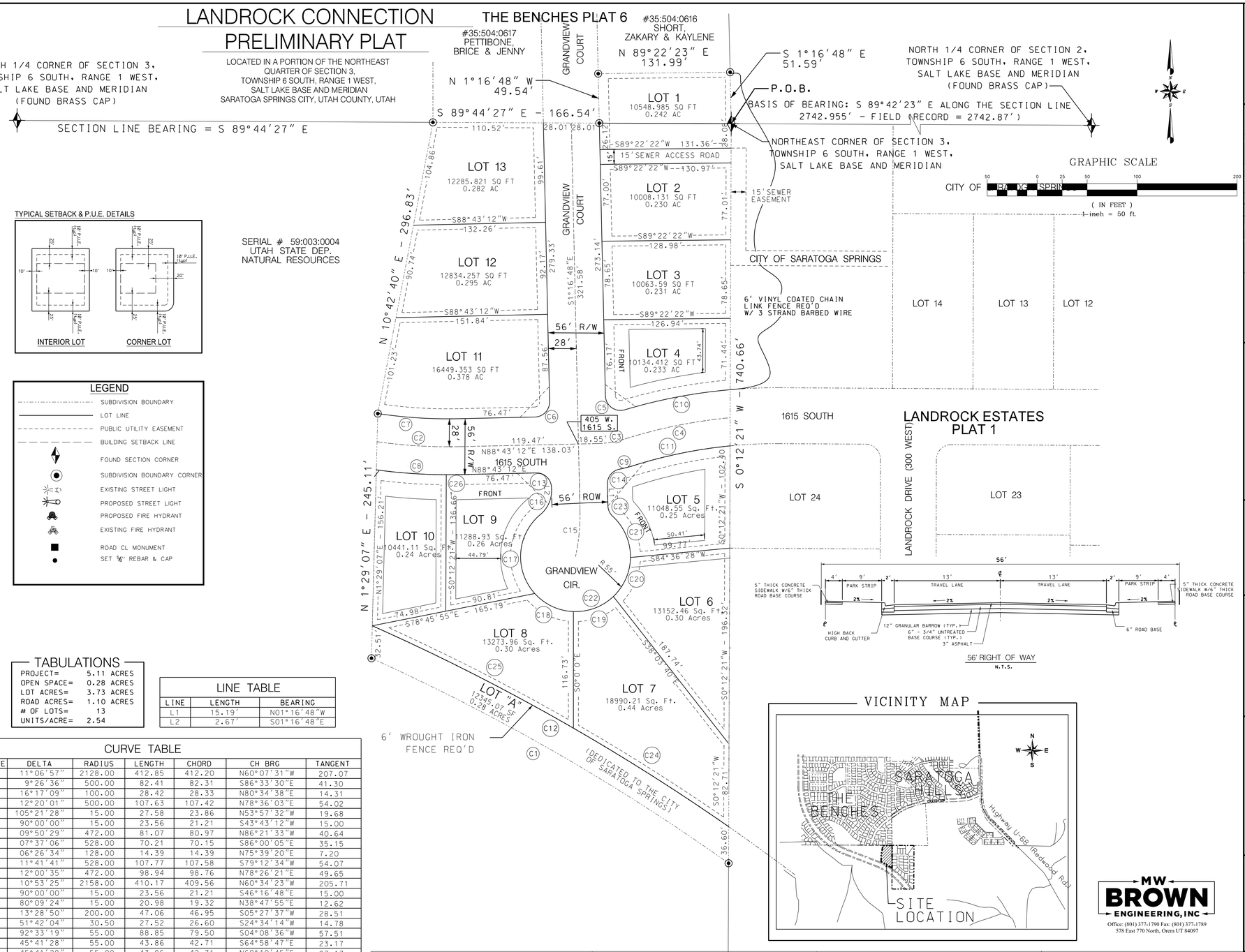
REGISTERED LAND SURVEYOR 12/16/13 NO.166572 BARRY ANDREASON STATE OF UTAH

RECEIVED DEC 16 2013

April 2011 Preliminary Plat

LANDROCK CONNECTION
PRELIMINARY PLAT

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- FOUND SECTION CORNER
- SUBDIVISION BOUNDARY CORNER
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- ROAD CL MONUMENT
- SET ⅝" REBAR & CAP

TABULATIONS

PROJECT=	5.11 ACRES
OPEN SPACE=	0.28 ACRES
LOT ACRES=	3.73 ACRES
ROAD ACRES=	1.10 ACRES
# OF LOTS=	13
UNITS/ACRE=	2.54

LINE TABLE

LINE	LENGTH	BEARING
L1	15.19'	N01°16'48"W
L2	2.67'	S01°16'48"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BRG	TANGENT
1	11°06'57"	2128.00	412.85	412.20	N60°07'31"W	207.07
2	9°26'36"	500.00	82.41	82.31	S86°33'30"E	41.30
3	16°17'09"	100.00	28.42	28.33	N80°34'38"E	14.31
4	12°20'01"	500.00	107.63	107.42	N78°36'03"E	54.02
5	105°21'28"	15.00	27.58	23.86	N53°57'32"W	19.68
6	90°00'00"	15.00	23.56	21.21	S43°43'12"W	15.00
7	09°50'29"	472.00	81.07	80.97	N86°21'33"W	40.64
8	07°37'06"	528.00	70.21	70.15	S86°00'05"E	35.15
9	06°26'34"	128.00	14.39	14.39	N75°39'20"E	7.20
10	11°41'41"	528.00	107.77	107.58	S79°12'34"W	54.07
11	12°00'35"	472.00	98.94	98.76	N78°26'21"E	49.65
12	10°53'25"	2158.00	410.17	409.56	N60°34'23"W	205.71
13	90°00'00"	15.00	23.56	21.21	S46°16'48"E	15.00
14	80°09'24"	15.00	20.98	19.32	N38°47'55"E	12.62
15	13°28'50"	200.00	47.06	46.95	S05°27'37"W	28.51
16	51°42'04"	30.50	27.52	26.60	S24°34'14"W	14.78
17	92°33'19"	55.00	88.85	79.50	S04°08'36"W	57.51
18	45°41'28"	55.00	43.86	42.71	S64°58'47"E	23.17
19	45°41'28"	55.00	43.86	42.71	N69°19'45"E	23.17
20	45°41'28"	55.00	43.86	42.71	N23°38'17"E	23.17
21	43°35'55"	55.00	41.85	40.85	N21°00'24"W	22.00
22	273°13'37"	55.00	262.28	75.56	N86°11'33"W	-1.00
23	41°31'33"	30.50	22.11	21.62	N22°02'35"W	11.56
24	04°53'23"	2157.99	184.17	184.11	N57°34'22"W	92.14
25	06°00'02"	2158.00	226.00	225.90	N63°01'05"W	113.11
26	01°28'10"	528.00	13.54	13.54	N89°27'17"E	6.77
27	06°10'41"	2157.99	232.69	232.58	N62°55'45"W	116.46

FILE: L:\2010\026 Landrock Connection\Preliminary\PRELIM PLAT.dgn
DATE: 06/06/2011 3:42:

SURVEYOR'S CERTIFICATE

I, Barry Andreason, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 166572, as prescribed under the laws of the State of Utah. I further certify that, by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, blocks, streets, and easements and that the same as shown on this plat. I further certify that all lots have been correctly surveyed and staked on the ground, meet frontage width and areas requirements of the applicible zoning ordanances.

BOUNDARY DESCRIPTION

A Parcel of land situated in the Northeast quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the Northeast Corner of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°12'21" West along the Section line a distance of 740.66 feet; thence along an arc 412.85 feet to the left, having a radius of 2128.00 feet through a central angle of 11°06'57", the chord of which is North 60°07'31" West for a distance of 412.20 feet; thence North 1°29'07" East a distance of 245.11 feet; thence North 10°42'40" East a distance of 296.83 feet to the North Section line of said Section; thence South 89°44'27" East along the North Section line a distance of 166.54 feet thence North 1°16'48" West a distance of 49.54 feet; thence North 89°22'23" East a distance of 131.99 feet; thence South 1°16'48" East a distance of 51.59 feet to the POINT OF BEGINNING.

The above described parcel contains 5.109 acres (222553.871 sq. ft.)

Acres: 5.109 No. of Lots: 13

Barry Andreason *Date*

OWNERS DEDICATION

Know all men by these presents that _____ the _____ undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

LANDROCK CONNECTION

to be dedicated for the perpetual use of the public all parcels of land shown on this plat as intended for public use. The owner(s) warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance and operation of the street.

in witness hereof ____ have hereunto set ____ this _____ day of _____, A.D. 20 __.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

On the ___day of _____, 201__, personally appeared before me, the undersigned Notary Public in and for the County of Utah is said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commision expires: *Notary Public residing at*

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

On the ___day of _____, 201__, personally appeared before me _____ and, who being by me duly sworn did say each for himself, that he,, the said _____ is the President and he the said _____ is the Secretary of _____ Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its borad of directors and said _____ and _____ each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My commision expires: *Notary Public residing at*

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____ ,A.D. 20 ___.

MAYOR *ATTEST* *CLERK/RECORDER (SEE SEAL BELOW)*

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

LANDROCK CONNECTION PRELIMINARY PLAT

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
SARATOGA SPRINGS, UTAH COUNTY, UTAH
SCALE 1"= 50'

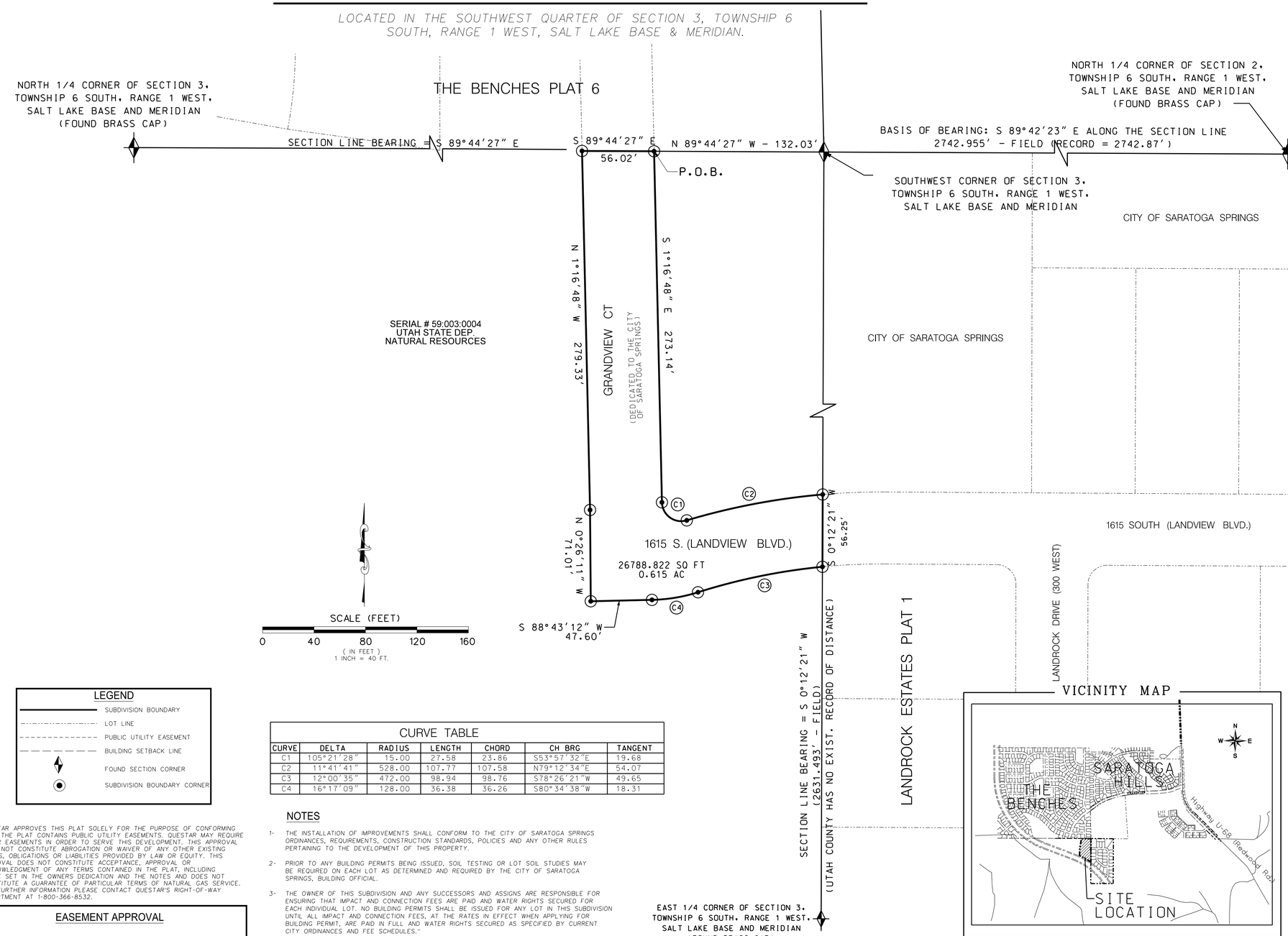
BASIS OF BEARING FROM THE NORTHEAST CORNER OF SECTION 3 TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BEARING SOUTH 89°42'23" EAST

FIRE CHIEF APPROVAL	PLANNING COMMISSION APPROVAL	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY
APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY FIRE CHIEF.	APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE PLANNING COMMISSION.	APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY CIVIL ENGINEER.	APPROVAL AS TO FORM THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY ATTORNEY.
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY CIVIL ENGINEER	SARATOGA SPRINGS ATTORNEY

NOTARY PUBLIC SEAL	SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
	REGISTERED LAND SURVEYOR NO.166572 BARRY ANDREASON STATE OF UTAH		

GRANDVIEW CT ROADWAY DEDICATION PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.



SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREAS REQUIREMENTS OF THE APPLICIBLE ZONING ORDANANCES.

BOUNDARY DESCRIPTION

A Parcel of land situated in the Northeast quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is N 89°44'27" W 132.03 feet from the Southhwest Corner of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence S 1°16'48" E 273.14 feet; to a point of curvature, to the left, having a radius of 15.00 feet and a central angle of 105°21'28", thence along the arc of said curve a distance of 27.58 feet, chord of which bears S 53°57'32" E 23.86 feet; to a point of reverse curvature, to the right, having a radius of 528.00 feet and a central angle of 11°41'41", thence along the arc of said curve a distance of 107.77 feet, chord of which bears N 79°12'34" E 107.58 feet; thence S 0°12'21" W 56.25 feet; to a point of reverse curvature, to the left, having a radius of 472.00 feet and a central angle of 12°00'35", thence along the arc of said curve a distance of 98.94 feet, chord of which bears S 78°26'21" W 98.76 feet; to a point of reverse curvature, to the right, having a radius of 128.00 feet and a central angle of 16°17'09", thence along the arc of said curve a distance of 36.38 feet, chord of which bears S 80°34'38" W 36.26 feet; thence S 88°43'12" W 47.60 feet; thence N 0°26'11" W 71.01 feet; thence N 1°16'48" W 279.33 feet; thence S 89°44'27" E 56.02 feet; to the POINT OF BEGINNING;

Containing 0.6150 acres

Barry Andreason — *Date*

OWNERS DEDICATION

Know all men by these presents that _____, the _____ undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

GRANDVIEW CT ROADWAY DEDICTAION PLAT

to be dedicated for the perpetual use of the public all parcels of land shown on this plat as intended for public use. The owner(s) warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance and operation of the street.

in witness hereof ___ have hereunto set ____ this _____ day of _____, A.D. 20 __.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the ___day of _____, 20 __, personally appeared before me, the undersigned Notary Public in and for the County of Utah is said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commision expires: — *Notary Public residing at*

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

On the ___day of _____, 20 __, personally appeared before me _____ and, who being by me duly sworn did say each for himself, that he,, the said _____ is the President and he the said _____ is the Secretary of _____ Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its borad of directors and said _____ and _____ each duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My commision expires: — *Notary Public residing at*

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, A.D. 20 ___.

MAYOR — *ATTEST* — *CLERK/RECORDER (SEE SEAL BELOW)*

VICINITY MAP

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- FOUND SECTION CORNER
- SUBDIVISION BOUNDARY CORNER

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BRG	TANGENT
C1	105°21'28"	15.00	27.58	23.86	S53°57'32"E	19.68
C2	11°41'41"	528.00	107.77	107.58	N79°12'34"E	54.07
C3	12°00'35"	472.00	98.94	98.76	S78°26'21"W	49.65
C4	16°17'09"	128.00	36.38	36.26	S80°34'38"W	18.31

NOTES

1- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF SARATOGA SPRINGS ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.

2- PRIOR TO ANY BUILDING PERMITS BEING ISSUED, SOIL TESTING OR LOT SOIL STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED AND REQUIRED BY THE CITY OF SARATOGA SPRINGS, BUILDING OFFICIAL.

3- THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES."

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

EASEMENT APPROVAL

QWEST — DATE

ROCKY MOUNTAIN POWER — DATE

QUESTAR GAS — DATE

COMCAST — DATE

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

FIRE CHIEF APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY FIRE CHIEF.

CITY FIRE CHIEF

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY CIVIL ENGINEER.

CITY CIVIL ENGINEER

SARATOGA SPRINGS ATTORNEY

APPROVAL AS TO FORM THIS _____ DAY OF _____ A.D. 20_____ BY THE CITY ATTORNEY.

SARATOGA SPRINGS ATTORNEY

GRANDVIEW CT ROADWAY DEDICATION PLAT

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
SARATOGA SPRINGS, UTAH COUNTY, UTAH
SCALE 1"= 40'

BASIS OF BEARING FROM THE SOUTHWEST CORNER OF SECTION 3 TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BEARING SOUTH 89°42'23" EAST

NOTARY PUBLIC SEAL	SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
	REGISTERED LAND SURVEYOR NO.166572 BARRY ANDREASON STATE OF UTAH		

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Public Hearing: Preliminary Plat for Landrock Connection located at approximately 1600 South 400 West, Clay Peck, applicant.

Scott Langford presented the Preliminary Plat for Landrock connection this includes the findings and conditions listed in the staff report.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Jarred Henline this development is simple and fine with the payment in lieu request.

Kara North is fine with plat and fine with the payment in lieu request as well.

Kirk Wilkins likes the zoning. He asked for clarification regarding the water tank adjacent to the development and concern for the resident that will be living next to it. Matt Brown, applicant stated that the water tank supplies water to the City and there are no plans with removing or relocating it. A fence will also be installed around the tank for security reasons.

Eric Reese is fine with the proposed plan.

Hayden Williamson is fine with the proposed development.

Sandra Steele had no comments at this time regarding this development.

Jeff Cochran is concerned with the existing roads and the current issues. Scott Langford stated that those conditions will be addressed before final plat. Matt Brown, applicant stated that the roads will be built to City standards.

Motion was made by Sandra Steele and seconded by Kirk Wilkins to forward a positive recommendation to the City Council for approval of the Preliminary Plat for Landrock Connection located at approximately 1600 South 400 West, Clay Peck, applicant based on the findings and conditions listed in the staff report dated January 23, 2014. Aye: Sandra Steele, Kirk Wilkins, Hayden Williamson, Eric Reese, Kara North, Jarred Henline and Jeff Cochran. Motion was unanimous.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Saratoga Springs Plat 16A
Preliminary Plat
February 18, 2014
Public Hearing

Report Date:	February 6, 2013
Applicant/Owner:	Peter Staks / Lynn Wardley
Location:	Terminus of Amanda Lane
Major Street Access:	Centennial Boulevard
Parcel Number(s) & Size:	59-001-0097; 2.15 acres
Parcel Zoning:	R-3
Adjacent Zoning:	R-3
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Low Density Residential and Undeveloped
Previous Meetings:	Concept Plan heard by Planning Commission on May 2, 2006 and by City Council on May 9, 2006. Preliminary Plat heard by Planning Commission on May 15, 2007 and conditionally approved by City Council on May 22, 2007 (expired) Planning Commission heard again on February 13, 2014.
Previous Approvals:	Preliminary Plat, conditionally approved by City Council on May 22, 2007 (expired); Lakeside MDA 09/17/2013
Land Use Authority:	City Council
Future Routing:	Public meeting with City Council for Final Plat
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for a Preliminary Plat approval to create 3 new single family residential lots on 2.15 acres of property located on the north end of Amanda Lane and has approximately 250 feet of shoreline along Utah Lake. A similar request (4 lot subdivision) was approved by the City Council in 2007, but due to inactivity has expired.

Recommendation:
Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed final plat at their discretion, and choose from the options in Section "I" of this report. Options include a motion for approval as proposed, a motion to continue the item to gather additional supportive information, or a motion for a denial based on non-compliance with findings of specific criterion.

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

B. Background:

In 2007 the City Council conditionally approved a similar Preliminary Plat subject to the following conditions of approval:

1. That all the requirements of the City Engineer, including those listed within the attached staff report be met;
2. That all requirements of the Fire Chief be met;
3. That final plat approval and construction be delayed until secondary water funding is approved.
4. That the Plat be modified so that no portion of any lot is located within the 100-year floodplain.
5. That the sensitive lands area (30% or greater slopes) be protected through an easement dedicated to the City that permits the City to regulate future improvements, and;
6. That the developer works with the Homeowner's Association to repair the existing problems on Amanda Lane and that a solution is presented at the time of Final Plat review.

Due to inactivity this approval expired in 2009.

This property is also governed by the Lakeside at Saratoga Springs Master Development Agreement, which was approved by the City Council on September 17, 2013. This new agreement provides direction regarding the construction of the required shoreline trail and open space requirements.

The Planning Commission opened the public hearing for this item on January 23, 2014 and per the applicant's request continued the hearing to February 13, 2014. The reason for the continuance was to allow the applicant time to amend the Preliminary Plat; changing it from a four lot subdivision to a three lot subdivision with a storm water detention basin. The Planning Commission has forwarded a positive recommendation with conditions to the City Council to approve the Preliminary Plat.

C. Specific Request:

The property is zoned R-3, Low Density Residential. The proposed 3 lot Preliminary Plat will facilitate single family home development, which is permitted in the R-3 zone. Once the Preliminary Plat is reapproved, then the applicant can apply for Final Plat approval.

D. Process:

Per section 19.12.03 of the City Code, all subdivisions must receive a Preliminary Plat approval. An application for a Preliminary Plat shall follow the approved City format. Subdivisions are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for subdivision approval involves a formal review of the Preliminary Plat by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the Preliminary Plat in a public meeting and formally approves the Preliminary Plat. Final Plats are reviewed and approved by the City Council in a public meeting.

E. Community Review:

Per 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 comment regarding this application.

F. Review:

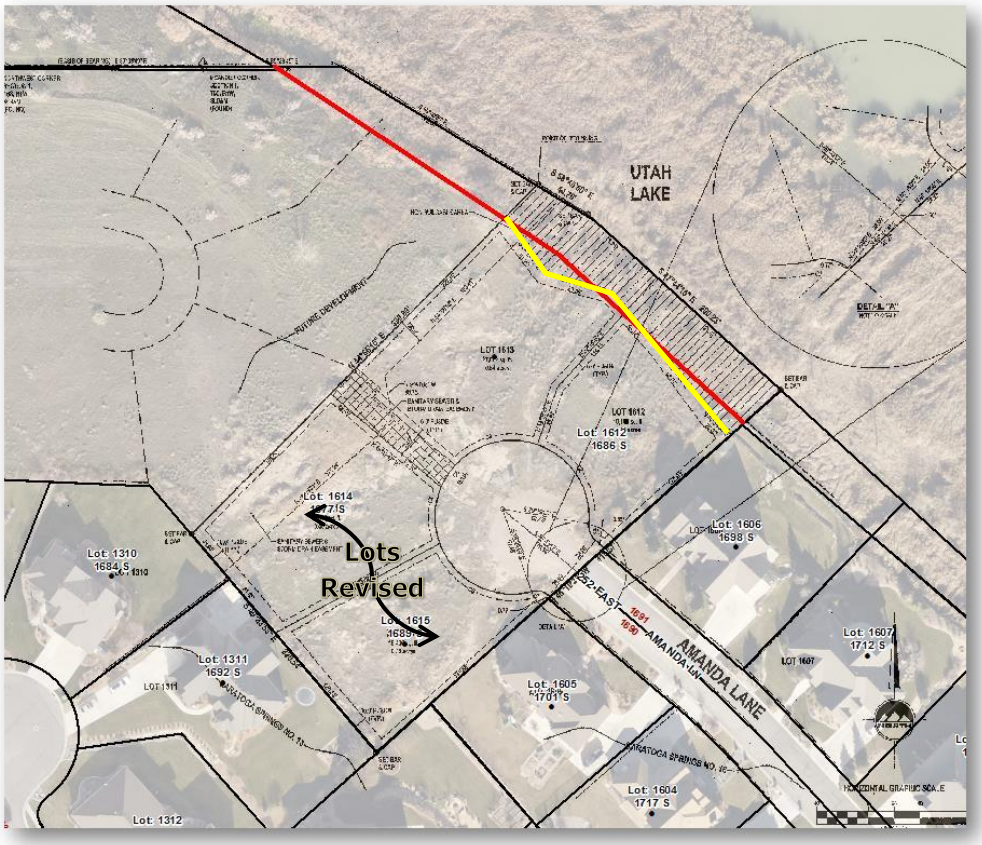
The requirements of Preliminary Plat review are found in Section 19.12.03(2) of the City Code. This Preliminary Plat was reviewed within the context of all these and other pertinent sections of

the City Code. An in-depth review of code requirements within the context of the provided Preliminary Plat is found in Section "H" of this report.

In addition to City Code, it is important to know that in January 2000 the applicant and the State of Utah entered into an agreement regarding the Utah Lake boundary (attached). One purpose of the agreement is to help determine the boundary line between the applicant's property and the State sovereign land. On January 13, 2014, the City received an exhibit from the State indicating their interpretation of the east property line of this Preliminary Plat.

City staff has compared the State's information with the proposed Preliminary Plat and find that the State's interpretation of the east property line closely matches the design of the Preliminary Plat. Staff's recommendation (engineering staff report) is that the "Developer shall coordinate with the Division of Forestry, Fire, and State Lands to ensure the proposed lot boundaries comply with the *Agreement of Stipulation and Compromise Regarding Utah Lake Boundary*, dated January 2000." The slight adjustments that may be made to accommodate adjustments on east property line should not affect Code compliance with regarding minimum lot size; Lot #1612 is 14,314 sqft, and Lot #1613 is 22,363 sqft.

Property Line Comparison: Applicant – Yellow; State – Red



The Utah Lake Boundary Agreement also requires the applicant to install a trail and to provide and maintain public access through their property to sovereign lands. The agreement requires the applicant to:

> *"construct and maintain a public trail which will be located near the sovereign lands boundary. When the construction of the trail is completed, the sovereign land boundary*

will be the upper (landward) side of the trail and the legal description will be adjusted by survey if necessary." – *page 5 Agreement of Stipulation and Compromise Regarding Utah Lake Boundary*

The State maintains that the applicant must still construct the trail along the east side of Amanda Lane and as part of this plat. Please note that even though the City Code does require a lake shore trail, this agreement is between the applicant and the State.

Section 19.25 of the City Code requires "all developments whose projects are adjacent to or abut Utah Lake shall provide an improved pedestrian lakeshore trail throughout the length of their project."

On September 17, 2013 the City Council approved the Lakeside at Saratoga Springs Master Development Agreement, which allowed the current trail along Centennial Blvd. to count as part of the required trail for this Plat 16A if the applicant could not get permission from the State of Utah to construct the trail where the current canal is on sovereign lands. If the applicant could get permission, then the trail was required to be installed. This MDA acts independently of the agreement entered into by the applicant and the State.

G. General Plan:

The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Preliminary Plat provides a design that has a density of 1.4 units per acre and can be developed in a way that is in compliance with the General Plan.

H. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria are pertinent requirements for Preliminary Plats listed in Sections 19.12 (Subdivision Requirements) and 19.04.13 (R-3 Requirements) of the City Code.

Permitted or Conditional Uses: complies. Section 19.04.13(2 & 3) lists all of the permitted and conditional uses allowed in the R-3 zone. The Preliminary Plat provides residential building lots which are supported as a permitted use in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for residential lots is 10,000 square feet. The smallest lot shown on the Preliminary Plat is 14,314 square feet (Lot #1612)

Setbacks and Yard Requirements: complies. Section 19.04.13(5) outlines the setbacks required by the RC zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 8/20 feet (minimum/combined)

Rear: Not less than twenty-five feet

Corner: Front 25 feet; Side abutting street 20 feet

The Preliminary Plat shows compliance with all of these minimum setback requirements.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 25 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

This development will create a 780 foot long cul-de-sac street (Amanda Lane) which exceeds the standard length of 400 feet. This is unfavorable; however, the existing length of the road is already ~710 feet and the fire department has not raised concerns about the additional 70 feet. In fact, the cul-de-sac associated with this subdivision will improve the current situation by providing a turnaround for emergency vehicles.

Fencing: conditionally complies. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The Code also states that in an effort to promote safety for citizens using these trail corridors and security for home owners, fences shall be semi-private. Staff therefore recommends as a condition of approval that the Final Plat show semi-private fencing along the east lot lines of Lots 1613 and 1612.

Open Space: can comply. The Lakeside MDA states that the open space, except for the Lakeshore Trail, for this plat is satisfied by the existing 4 acre Eagle Park, which is located to the north approximately half a mile. With regard to the trail, the MDA states:

> *"The Lakeshore Trail along Utah Lake through Plats 16A and 14, which is also required for Plat 16A by the agreement between the State of Utah and Saratoga Springs Development, shall be constructed with the development Plats 16A and 14 respectively. The lakeshore trail shall be located along the shoreline within the State of Utah sovereign lands property and adjacent to the canal. However, if the developer cannot obtain permission from the State of Utah for the shoreline location along the canal, this requirement may also be met by using the existing trail along Centennial Blvd. Nonetheless, this paragraph is not intended to supersede the agreement between the State of Utah and Saratoga Springs Development."*

The working relationship between the State and the applicant is unclear at this point, but the existing agreements should facilitate continued communication between the two parties.

The applicant has amended the Preliminary Plat to include a 0.43 acre detention basin to collect storm water runoff from this subdivision and the future residential subdivision planned to the north (Plat 14). The note on the Preliminary Plat states that this detention basin (Parcel B) will be dedicated to the City. Staff recommends that this note be amended to state that detention basin be improved by the developer and maintained and dedicated to the Saratoga Springs Home Owners Association.

There are additional redline corrections/conditions listed in the Engineering staff report. Staff recommends that as a condition of approval, that all the engineering requirements listed in the engineering staff report be addressed (condition #5).

I. Recommendation and Alternatives:

After evaluating the required standards for Preliminary Plats located in an R-3 zone, staff recommends that the City Council review the proposed Final Plat application and discuss any public input received and at their discretion choose from the options below.

Recommended Motion:

"Based upon the evidence and explanations received today, I move to approve the Saratoga Springs Plat 16A Preliminary Subdivision Plat on property generally located at the terminus of Amanda Lane, with the findings and conditions below:

Findings:

1. Per the requirements of Section 19.04.13(4), all lots proposed will be greater than 10,000 square feet.
2. Per the requirements of Section 19.04.13(5), the minimum setback and yard requirements for the R-3 zone will be met.
3. The Preliminary Plat meets or can conditionally meet all the requirements as outlined in Section "H" of this report, which Section is incorporated into these findings by this reference.
4. The General Plan recommends Low Density Residential for this location which is defined as one to four units per acre. The proposed plat consists of approximately 1.4 units per acre which is allowed by the Land Use Element of the General Plan and is therefore acceptable.

Conditions:

1. That per Section 19.12.02(5) of the City Code, the Preliminary Subdivision Plat shall remain valid for twenty-four months from the date of City Council approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extensions must be requested within twenty-four months of site plan/Subdivision approval and shall not exceed twelve months."
2. That all the terms, conditions, and obligations required of the Lakeside at Saratoga Springs Master Development Agreement be met.
3. That per Section 19.06.09 of the City Code, the Final Plat shall show and the applicant install a 6 foot tall semi-private wrought iron style fence along the east property lines of Lots 1612 and 1613.
4. The State boundary agreement shall be reviewed and the location of the property line between Parcel A and Lots 1612 & 1613 verified prior to recordation.
5. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
6. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
7. The Lakeshore Trail along Utah Lake through Plats 16A and 14, which is also required for Plat 16A and portions of Plat 14 by the agreement between the State of Utah and Saratoga Springs Development, shall be constructed with the development of Plats 16A and 14 provided the canal, located in State of Utah lands adjacent to Plats 16A and 14, is vacated and filled-in by the State of Utah, or designee, and Developer obtains permission from the State of Utah to construct the trail in the area where the canal was located. However, if the developer cannot obtain permission from the State of Utah, this requirement may also be met by using the existing trail along Centennial Blvd. Nonetheless, this paragraph is not intended to supersede the agreement between the State of Utah and Saratoga Springs Development. In lieu of completion of the trail before plat recordation, Developer may deposit cash with the City in an amount sufficient to install the trail improvements in the canal location. If the canal is not vacated prior to expiration of this Agreement, the cash shall be returned to Developer after expiration of this Agreement upon written notice by Developer. However, if written notice is not received by Developer within 6 months of expiration, City may use the funds for other public parks, trails, and open space within the City.
8. Any other conditions as articulated by the City Council:

_____

_____

_____

_____

Alternative Motions:

Alternative Motion A

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

_____

_____

_____

_____

Alternative Motion B

"Based upon the evidence and explanations received today and the following findings, I move to deny the Saratoga Springs Plat 16A Preliminary Subdivision Plat on property generally located at the terminus of Amanda Lane. Specifically I find that the following standards and/or code requirements have not been met:"

List Specific Code Standards and Requirements:

_____

_____

_____

J. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Preliminary Plat Exhibits
5. Agreement of Stipulation and Compromise Regarding Utah Lake Boundary

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Saratoga Springs Development – Plat 16A
Date: February 13, 2014
Type of Item: Preliminary Plat Approval

Description:

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

B. Background:

Applicant:	*Peter Staks / Lynn Wardley*
Request:	*Preliminary Plat Approval*
Location:	*Terminus of Amanda Lane*
Acreage:	*2.15 acres - 3 lots*

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

D. Conditions:

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

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

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

4) Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

5) All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

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

7) Final plat and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.

8) Project shall comply with all ADA standards and requirements.

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

10) Developer shall coordinate with the Division of Forestry, Fire, and State Lands to ensure the proposed lot boundaries comply with the *Agreement of Stipulation and Compromise Regarding Utah Lake Boundary*, dated January 2000.

11) Developer shall complete a Preliminary Jurisdictional Wetland delineation prior to Final Plat to ensure none of the proposed lots contain sensitive lands. (Land Development Code 19.12.03)

12) Developer shall provide complete Landscape and Irrigation plans for parcel B. The plat shall note that Parcel B is to be improved by the developer and maintained and dedicated to the SSD HOA.

13) Developer shall provide a shoreline trail as per the Master Development Agreement.

14) Developer shall provide access roads to all inlet/outlet structures inside the detention basin. (Engineering Standards and Specifications 2013, Section 00500 – 2.02 – E – 19 – G)

15) Developer shall keep all new storm drains out of lots and in dedicated easements. (Engineering Standards and Specifications 2013, Section 00500 – 2.02 – E – 12)

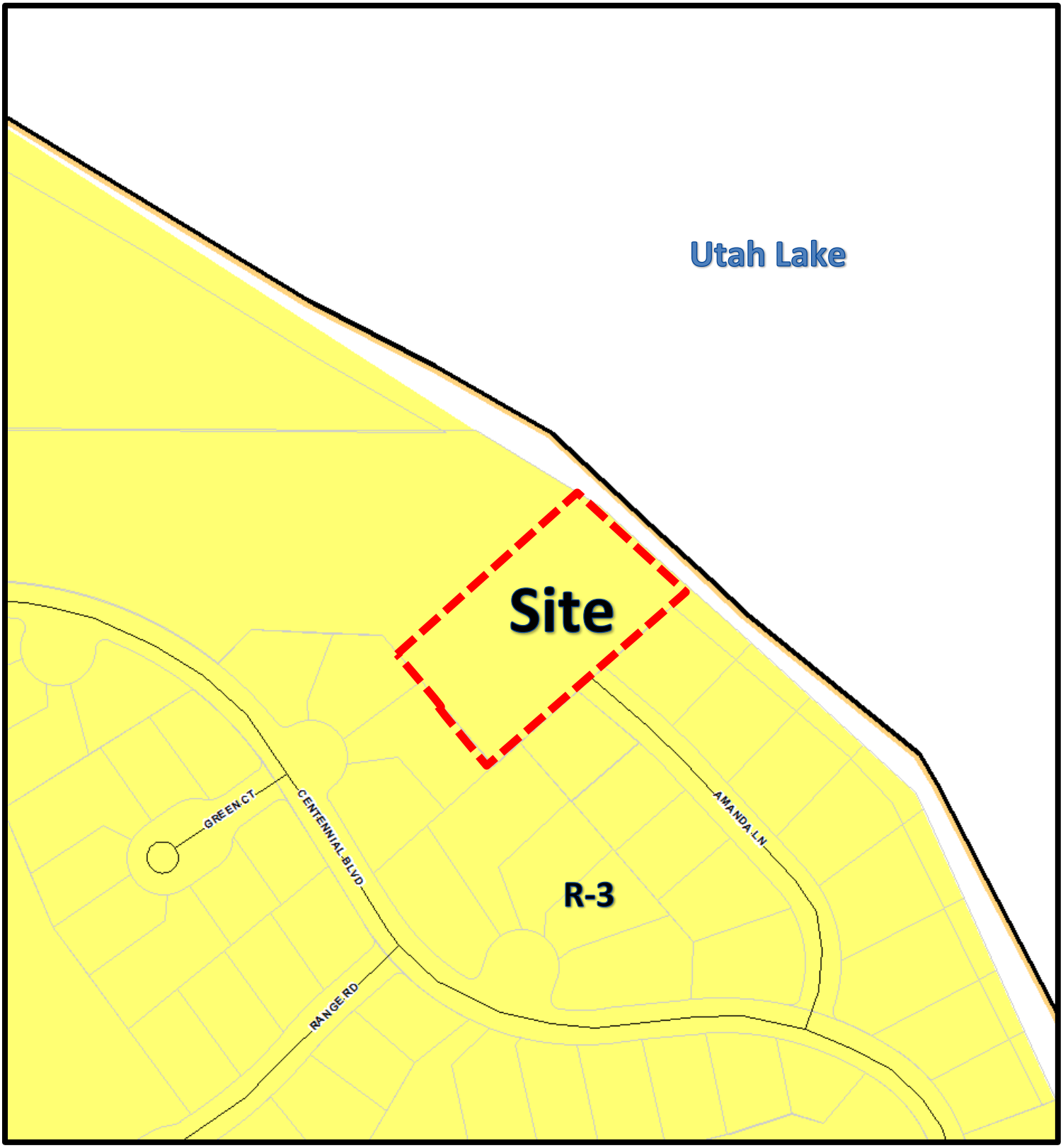
16) Developer shall pipe low flows through/around the detention basin (Engineering Standards and Specifications 2013, Section 00500 – 2.02 – E – 19 – C)

17) A minimum of 4' of cover for sewer lines shall be maintained through the detention basin. (Engineering Standards and Specifications 2013, Section 00500 – 2.02 – B – 5)

18) Developer shall provide 12' access roads to all manholes (Engineering Standards and Specifications 2013, Section 02340 – 3.03 – N)

19) Developer shall comply with all other requirements outlined in the Engineering Standards and Specifications, most recent edition.

Zoning and Location Map



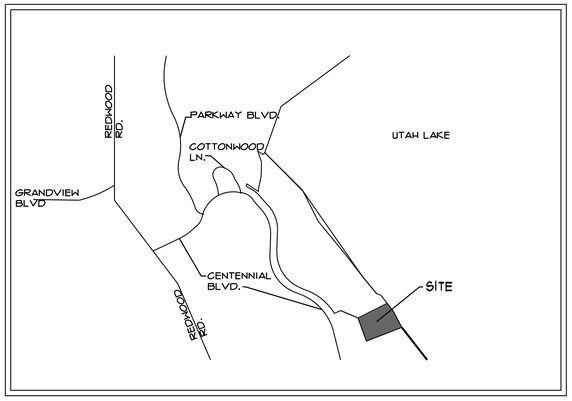
Aerial Photo

SARATOGA SPRINGS 16A

SARATOGA SPRINGS, UTAH

SUBDIVISION PLAT

C-1	PLAT 16A
C-2	GRADING AND DRAINAGE PLAN
C-3	UTILITY PLAN
C-4	EROSION CONTROL PLAN
C-5.0	SITE DETAILS
C-5.1	SITE DETAILS
C-5.2	SITE DETAILS
PP-1	STREET PLAN & PROFILE (STA. 1+00 - 4+09.55)
PP-2	STORM DRAIN PLAN & PROFILE (STA. 5+42.20 - 10+36.57)



VICINITY MAP

LICENSED PROFESSIONAL ENGINEER
7599058
BOYD
PRECE
1/17/14
STATE OF UTAH

January 17, 2014

SUBDIVIDER:

WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR. SUITE 202
MURRAY, UTAH, 84107
(801) 293-9674

ENGINEER/SURVEYOR:

ENSIGN

SALT LAKE CITY
45 West 10000 South
Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone:435.843.3590

CEDAR CITY
Phone:435.865.1453

WWW.ENSIGNUTAH.COM

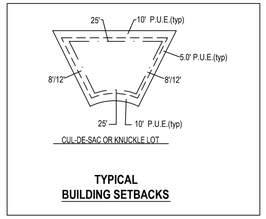
PROJECT MANAGER: CLARKE MCFARLANE

SARATOGA SPRINGS 16A

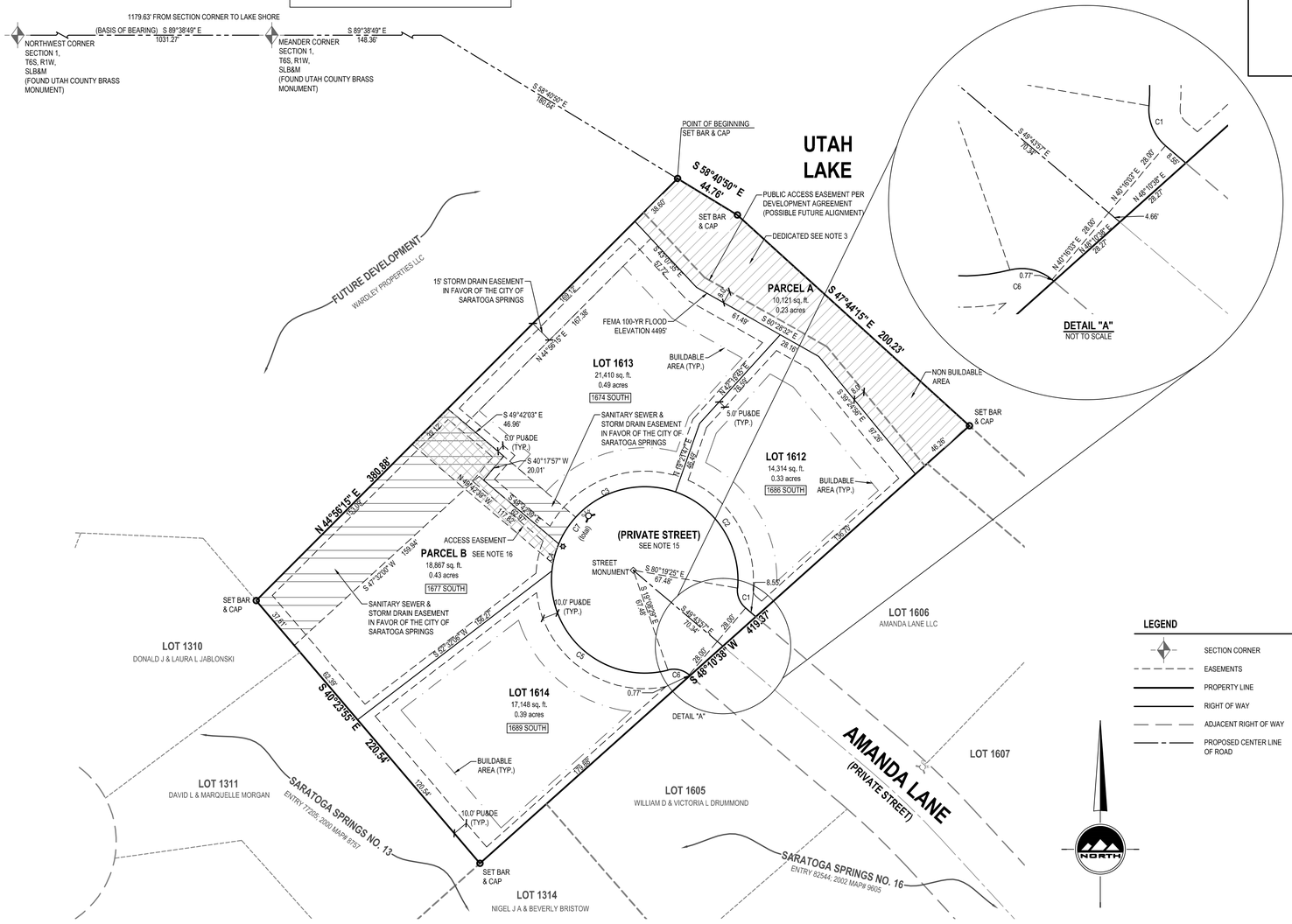
SARATOGA SPRINGS 16A

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

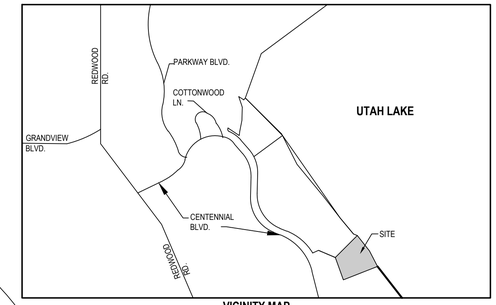
CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



TYPICAL BUILDING SETBACKS



DETAIL "A"
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON _____ DAY OF _____ 20_____
2. ALL EASEMENTS ARE 5' AS SHOWN ON THIS PLAT UNLESS NOTED OTHERWISE.
3. PARCEL A HEREBY DEDICATED TO THE STATE OF UTAH PER UTAH LAKE SETTLEMENT AGREEMENT AND THIS DOCUMENT.
4. SET A 24" #5 REBAR & CAP AT ALL PROPERTY CORNERS.
5. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF SARATOGA SPRINGS ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
6. PRIOR TO ANY BUILDING PERMITS BEING ISSUED, SOIL TESTING OR LOT SOIL STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED AND REQUIRED BY THE CITY OF SARATOGA SPRINGS BUILDING OFFICIAL.
7. PLAT IS SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, SITE PLAN AGREEMENT, AND ANY OTHER AGREEMENT WITH THE CITY PERTAINING TO THE DEVELOPMENT OF THE PROPERTY.
8. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS. ALL BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
9. ALL PERFORMANCE AND WARRANTY BONDS AND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER, OWNER, OR CONTRACTOR AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS PERTAINING TO BONDS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT AS A THIRD PARTY BENEFICIARY OR OTHERWISE.
10. "THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES."
11. NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREETS.
12. LOTS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S.
13. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY HOMEOWNERS ASSOCIATION UNLESS SPECIFIES OTHERWISE ON EACH IMPROVEMENT.
14. ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
15. PRIVATE STREET IS HEREBY DEDICATED TO THE SARATOGA SPRINGS HOME OWNERS ASSOCIATION
16. PARCEL B IS HEREBY DEDICATED TO THE CITY OF SARATOGA SPRINGS

LEGEND

- SECTION CORNER
- EASEMENTS
- PROPERTY LINE
- RIGHT OF WAY
- ADJACENT RIGHT OF WAY
- PROPOSED CENTER LINE OF ROAD
- LOT LINE
- SECTION LINE
- SECTION TIE
- TANGENT LINE
- ACCESS EASEMENT
- DEDICATION SEE NOTE 3
- SANITARY SEWER & STORM DRAIN EASEMENT
- STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL INTERIOR & EXTERIOR BOUNDARY CORNERS (ENSIGN ENG. LAND SURV.)
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a registered Land Surveyor, and that I hold a license, Certificate No. 334575, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of recordation of this plat, a map of survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the Northwest Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is located South 89°38'49" East 1179.63 feet along the Section line and South 58°40'50" East 180.64 feet from the Northwest Corner of said Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South 58°40'50" East 44.76 feet;
thence South 47°44'15" East 200.23 feet to the northwesterly boundary of Saratoga Springs No. 16 Subdivision;
thence South 48°10'38" West 419.37 along the northwesterly boundary of said Saratoga Springs No. 16 Subdivision, to the northeasterly boundary of Saratoga Springs No. 13 Subdivision;
thence North 40°23'55" West 220.54 feet along the northeasterly boundary of said Saratoga Springs No. 13 Subdivision;
thence North 44°56'15" East 380.88 feet to the point of beginning.

Parcel contains: 93,455 square feet or 2.15 acres # of lots 4

Date

Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION

Know all men by these presents that _____, the_____ undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

SARATOGA SPRINGS 16A

do hereby dedicate for perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows with in the subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20 _____.

By: By:

By: By:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____) S.S.

ON THE _____ DAY OF _____ A.D. 20 _____, PERSONALLY APPEARED BEFORE ME _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____) S.S.

ON THE _____ DAY OF _____ A.D. 20 _____, PERSONALLY APPEARED BEFORE ME _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____ A.D. 20 _____.

CITY MAYOR

ATTEST: _____
CITY RECORDER
(SEE SEAL BELOW)

DEVELOPER
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DRIVE STE. 202
MURRAY, UT 84107
CONTACT: PETER STAKS
PHONE: 801-293-9674

ADDRESS TABLE

LOT #	ADDRESS
LOT 1612	1686 SOUTH AMANDA LANE
LOT 1613	1674 SOUTH AMANDA LANE
LOT 1614	1677 SOUTH AMANDA LANE
LOT 1615	1689 SOUTH AMANDA LANE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	14.33	15.00	13.79	S 22°21'32" E	54°44'51"
C2	78.56	59.50	72.98	N 32°48'40" W	75°39'07"
C3	89.90	59.50	81.59	S 66°04'46" W	86°34'01"
C4	17.94	59.50	17.87	S 14°09'29" W	17°16'34"
C5	114.23	59.50	97.48	S 49°28'48" E	110°00'00"
C6	14.33	15.00	13.79	S 77°16'22" W	54°44'51"
C7 (total)	300.63	59.50	68.68	S 40°16'03" W	289°29'42"

DRAINAGE EASEMENT AREAS ARE PERPETUAL, NON-EXCLUSIVE, MUTUAL CROSS DRAINAGE EASEMENTS FOR PURPOSES OF STORM WATER CAPTURE AND CONVEYANCE ON, OVER, UPON, AND ACROSS THE AREAS DELINEATED AS DRAINAGE EASEMENTS. EACH LOT ENCUMBERED BY A DRAINAGE EASEMENT SHALL, AT ITS SOLE COST AND EXPENSE, MAINTAIN AND KEEP ALL ABOVE AND BELOW GRADE INFRASTRUCTURE AND APPURTENANCES IN A REASONABLE CONDITION AND STATE OF REPAIR. NO OBSTRUCTIONS OR CHANGES IN GRADE SHALL BE LOCATED WITHIN THE EASEMENT AREA THAT WILL IMPEDE, DIVERT, OR CAUSE THE RUNOFF TO HAVE AN ADVERSE EFFECT ON ADJOINING PROPERTY.

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITH IN THE SUBDIVISION

SARATOGA SPRINGS 16A

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

SHEET 1 OF 1
PROJECT NUMBER : U1237B
MANAGER : D. KINSMAN
DRAWN BY : J. CLEGG
CHECKED BY : D. BISHOP
DATE : 12/10/13

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone:435.843.3590
Fax: 435.578.0108

WWW.ENSIGNUTAH.COM

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER	COMCAST CABLE TELEVISION	QWEST	FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED THIS _____ DAY OF_____, A.D. ____ .	APPROVED THIS _____ DAY OF_____, A.D. ____ .	APPROVED THIS _____ DAY OF_____, A.D. ____ .	APPROVED THIS _____ DAY OF_____, A.D. ____ .	APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF_____, A.D. ____ .	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF_____, A.D. ____ .	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. ____ .	APPROVED BY SARATOGA SPRINGS CITY ATTORNEY THIS _____ DAY OF_____, A.D. ____ .	APPROVED THIS _____ DAY OF_____, _____, A.D. ____ BY THE POST OFFICE.
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER	COMCAST CABLE TELEVISION	QWEST	CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	POST OFFICE

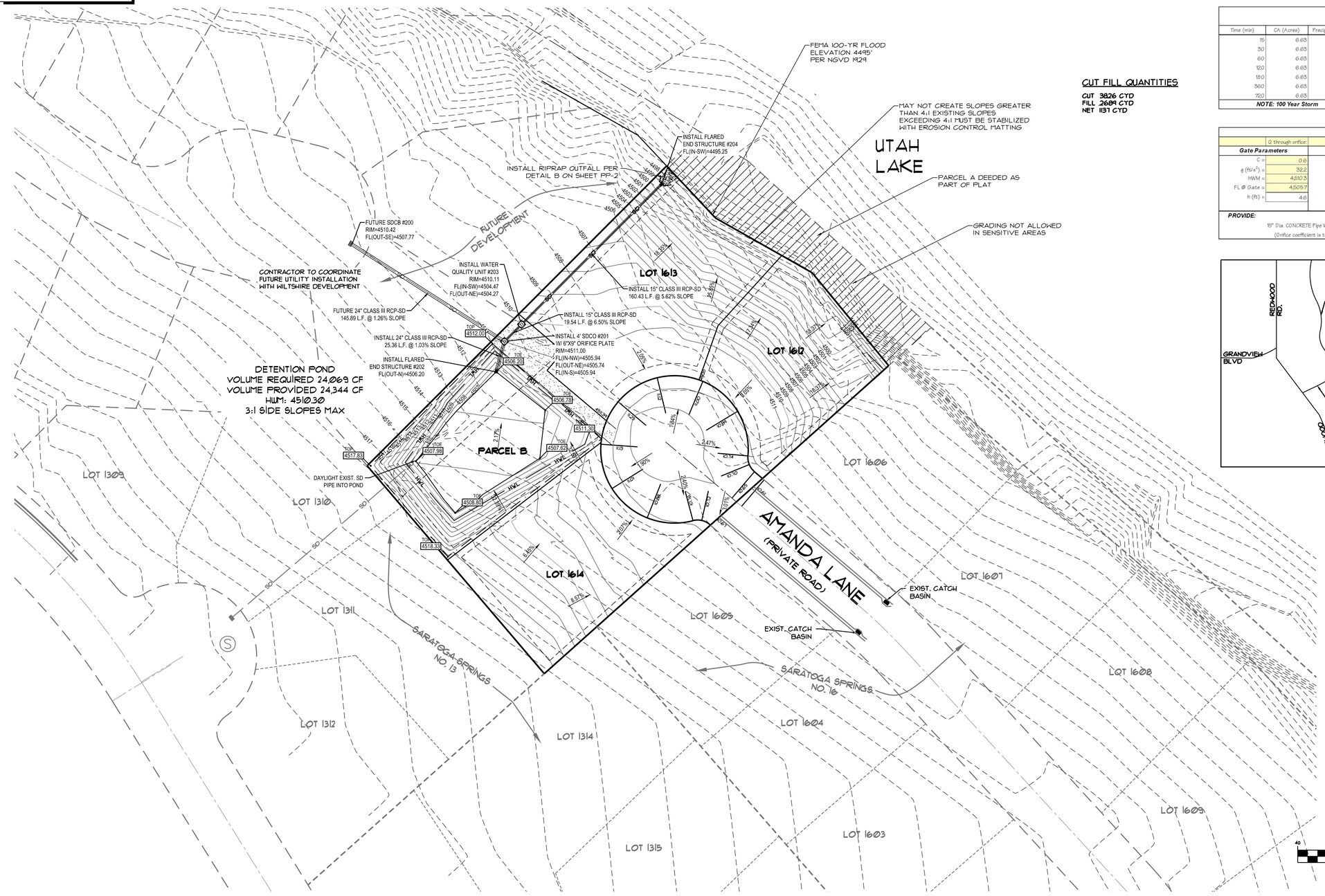
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEER'S SEAL	CLERK-RECORDER SEAL
LICENSED PROFESSIONAL LAND SURVEYOR No. 334575 DOUGLAS J. KINSMAN STATE OF UTAH			

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 2,
T6S, R1W,
SLB&M

ELEVATION = 4578.79 PER NGVD 1929
PER UTAH COUNTY SURVEYORS OFFICE



CUT FILL QUANTITIES

CUT 3826 CYD
FILL 2689 CYD
NET 1137 CYD

E N S I G N engineering . planning . surveying

Project:	Wiltshire Estates	Project No.:	U1237
By:	D. Cowley	Checked By:	
Date:	14-Jan-2014	Sheet:	1 of 1

DRAINAGE CALCULATION

Area Calculations			Area Runoff Coefficients	
Handscaped Area (Ag):	5.41	acres	Cp:	0.85
LANDSCAPE AREA (Al):	13.53	acres	Cl:	0.15
TOTAL AREA (A):	19.94	acres	WEIGHTED C:	0.36

Runoff Calculations

				Allowable Runoff	0.2	cfs/ac
				Total allowable runoff	3.788	cfs
Time (min)	CA (Acres)	Precipitation (in)	Time (sec)	Cumulative Runoff (ft^3)	Allowed Runoff (ft^3)	Storage (ft^3)
15	6.63	0.95	900	22,612	3,409	19,202
30	6.63	1.28	1,800	30,427	6,818	23,609
60	6.63	1.58	3,600	37,706	13,637	24,069
120	6.63	1.70	7,200	40,865	27,274	13,591
180	6.63	1.71	10,800	40,757	40,910	-174
360	6.63	1.81	21,600	43,242	61,821	-38,579
720	6.63	1.99	43,200	47,538	163,642	-116,104
NOTE: 100 Year Storm					STORAGE REQUIRED:	24,069
					STORAGE PROVIDED Pond:	24,344

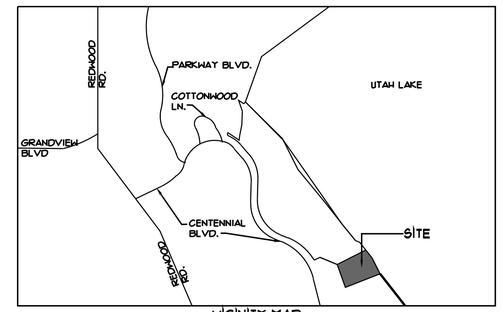
Outlet Control

	Q through orifice:	3.788 cfs		
Gate Parameters		**Gate Size**		**Pipe Parameters**
C =	0.6	Area (in^2) =	53.04 = $Q/(C(2gh)^{0.5})$	TYPE OF PIPE: CONCRETE
g (ft/s^2) =	32.2	Width (in) =	6	ROUGHNESS (n) = 0.013
HWM =	4,510.3	Height (in) =	8.84	PIPE DIA. (d) = 15
FL @ Gate =	4,505.7			% SLOPE (s) = 5.74%
h (ft) =	4.6			Q allow = 15.52
				Unity Check of Q (cfs) ok

PROVIDE:

15" Dia. CONCRETE Pipe With: 6" x 9" Vertical Slot in Metal Headgate

(Orifice coefficient is taken from: McCuen, Richard / Hydrologic Design Methods / co 1998 p.424)



VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED CENTERLINE OR ROAD
- DRAINAGE FLOW

NORTH

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER 7699058 BOYD FREECE 1/17/14 STATE OF UTAH

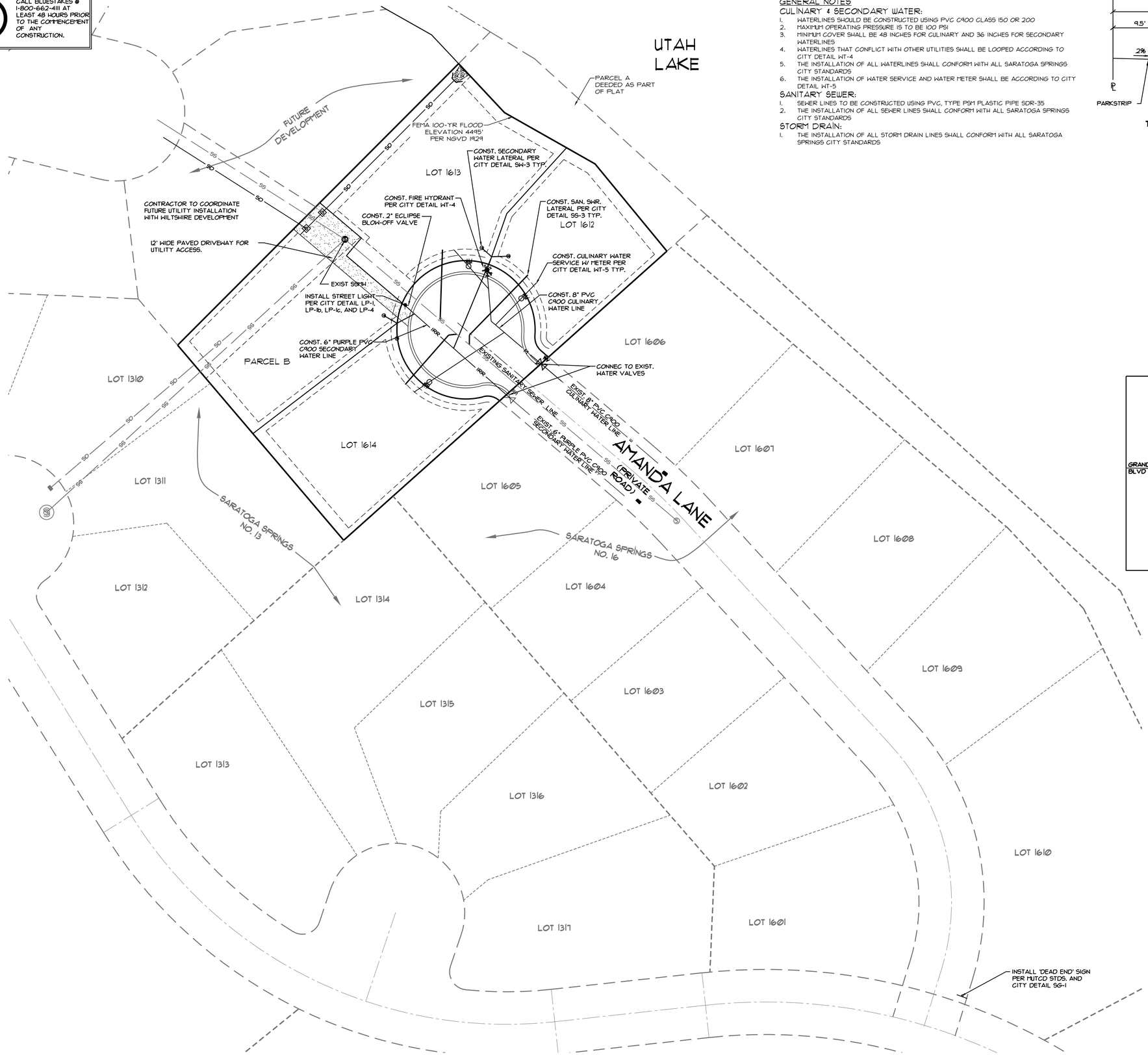
FOR CONSTRUCTION 1/17/2014

GRADING & DRAINAGE PLAN

PROJECT NUMBER U1237	PRINT DATE 1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

C-2

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



GENERAL NOTES

CULINARY & SECONDARY WATER:

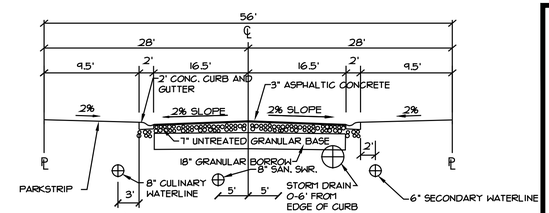
1. WATERLINES SHOULD BE CONSTRUCTED USING PVC C900 CLASS 150 OR 200
2. MAXIMUM OPERATING PRESSURE IS TO BE 100 PSI
3. MINIMUM COVER SHALL BE 48 INCHES FOR CULINARY AND 36 INCHES FOR SECONDARY WATERLINES
4. WATERLINES THAT CONFLICT WITH OTHER UTILITIES SHALL BE LOOPED ACCORDING TO CITY DETAIL WT-4
5. THE INSTALLATION OF ALL WATERLINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS
6. THE INSTALLATION OF WATER SERVICE AND WATER METER SHALL BE ACCORDING TO CITY DETAIL WT-5

SANITARY SEWER:

1. SEWER LINES TO BE CONSTRUCTED USING PVC, TYPE PSM PLASTIC PIPE SDR-35
2. THE INSTALLATION OF ALL SEWER LINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS

STORM DRAIN:

1. THE INSTALLATION OF ALL STORM DRAIN LINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS

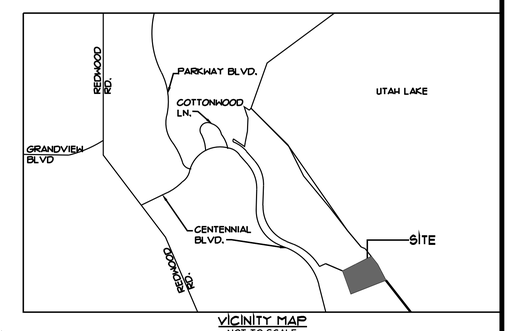


TYPICAL 56 FOOT ROAD CROSS SECTION

PAVEMENT SECTION BASED ON CBR VALUE OF 3 PER RB&G ENGINEERING INC. LETTER DATED OCTOBER 29, 2013 AND CITY ENGINEERING STANDARDS AND SPECIFICATIONS 00500-11

LEGEND

- EDGE OF ASPHAT
- EXISTING BUILDING
- PROPOSED CULINARY WATER LINE
- PROPOSED SECONDARY WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING CULINARY WATER LINE
- EXISTING SECONDARY WATER LINE



VICINITY MAP
NOT TO SCALE

NORTH

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

REGISTERED PROFESSIONAL ENGINEER 7899058 BOYD FREECE 1/17/14 STATE OF UTAH

FOR CONSTRUCTION 1/17/2014

UTILITY PLAN

PROJECT NUMBER U1237	PRINT DATE 1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

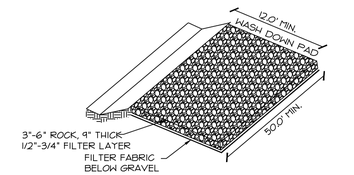
C-3

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 2,
T6S, R1W,
SLB&M

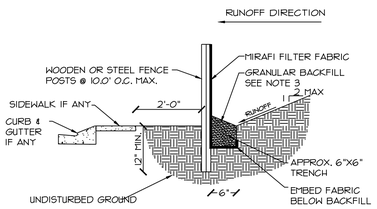
ELEVATION = 4518.19 PER NGVD 1929
PER UTAH COUNTY SURVEYORS OFFICE



NOTE: PLACE SIGN ADJACENT TO ENTRANCE " CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"

A TEMPORARY VEHICLE WASHDOWN & STABILIZED CONSTRUCTION ENTRANCE

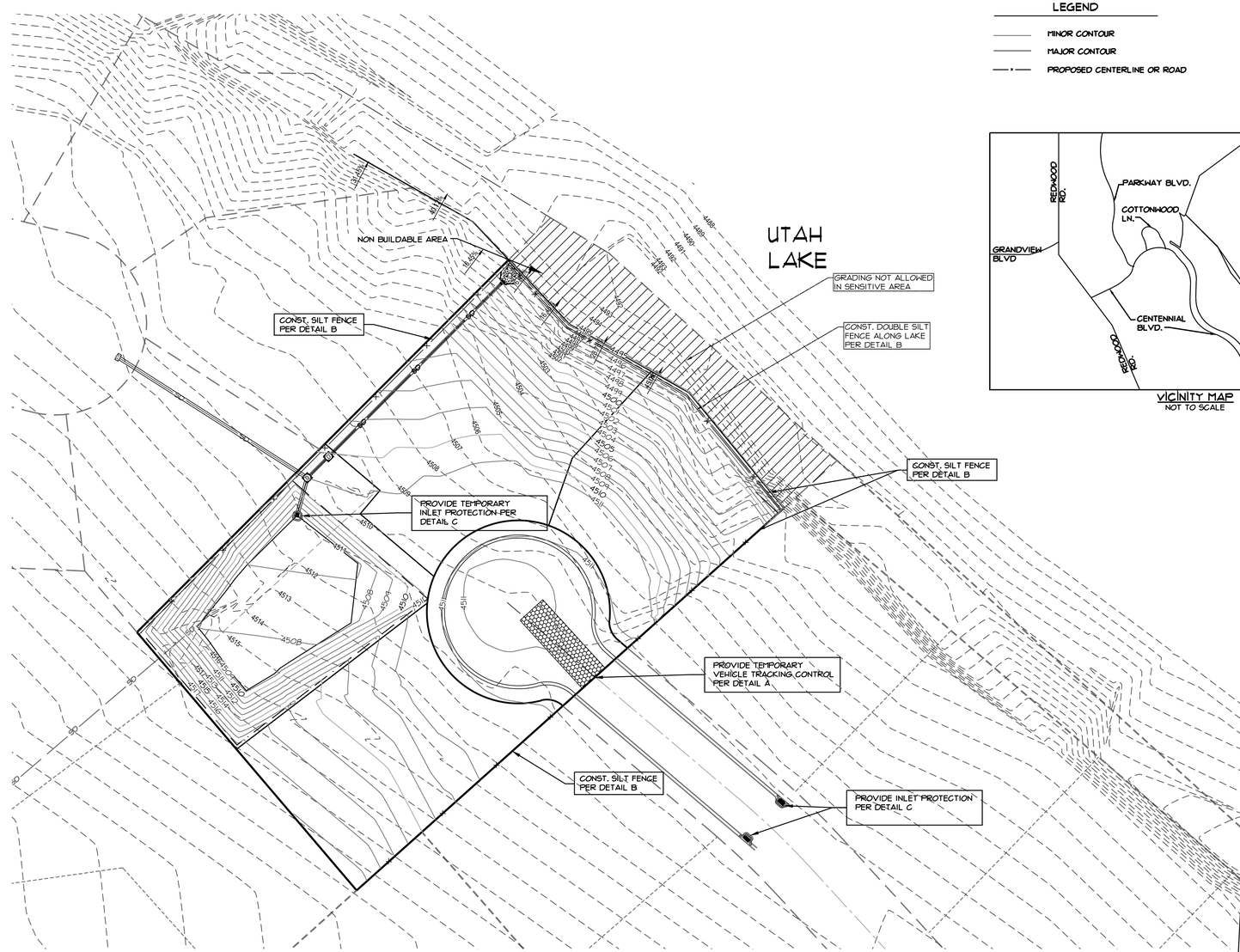
SCALE: NONE



1. EXCAVATE 6" X 6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
2. POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
3. LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH, BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL, COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
4. SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
5. REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
6. 10' MAX. SPACING BETWEEN STAKES.
7. SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.

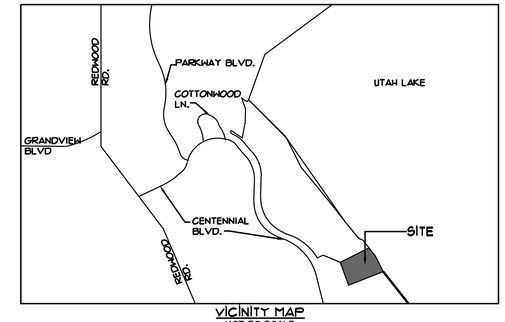
B TEMPORARY SILT FENCE

SCALE: NONE

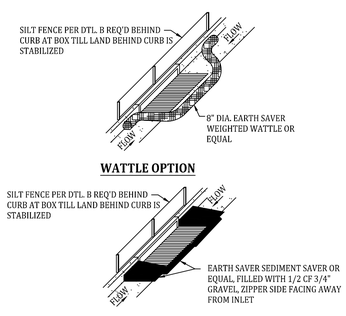


LEGEND

- MINOR CONTOUR
- MAJOR CONTOUR
- PROPOSED CENTERLINE OR ROAD



VICINITY MAP
NOT TO SCALE



NOTES:

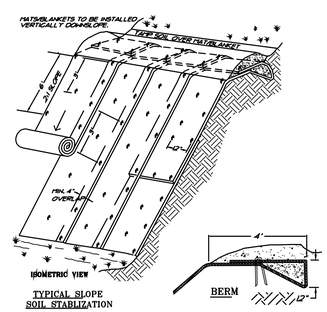
1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.
4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

C SAG INLET PROTECTION

SCALE: NONE

NOTES:

1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS, SNOW, AND GRASS. MATS/ BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
3. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
4. STAPLES LENGTH TO BE LONG ENOUGH TO BE EMBEDDED INTO UNDISTURBED SOIL.

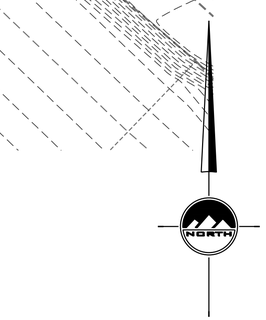


TYPICAL SLOPE SOIL STABILIZATION

BERM

D EROSION BLANKETS INSTALLATION DETAIL

SCALE: NONE



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

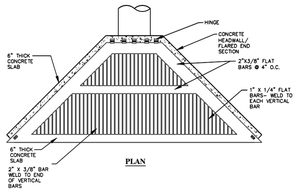
LICENSED PROFESSIONAL ENGINEER
7599058
BOYD
FREECE
1/17/14
STATE OF UTAH

FOR CONSTRUCTION 1/17/2014

EROSION CONTROL PLAN

PROJECT NUMBER U1237	PRINT DATE 1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

C-4



PLAN

NOTES:

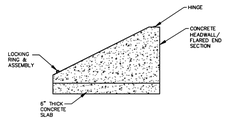
1. INSTALL AT INLETS AND OUTLETS OF ALL STORM DRAIN PIPE 15" OR GREATER.

2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION.

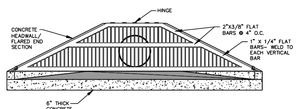
3. FABRICATION SHALL BE ALL STEEL, FLAT, HOT DIP GALVANIZED AFTER FABRICATION.

4. FLARED END SECTIONS SHALL BE CONCRETE UNLESS OTHERWISE APPROVED BY CITY ENGINEER.

5. REINFORCE ALL CONCRETE WITH #4 BARS AT 9" O.C. EACH WAY MINIMUM.



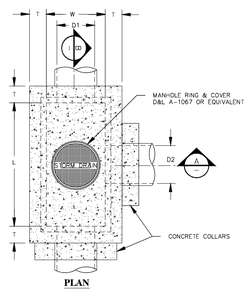
SIDE VIEW



FRONT VIEW

INLET/OUTLET TRASH GRATES

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SD-5	REV DATE BY COMMENTS		STORM DRAIN
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SD-5
CHECKED / APPROVED			



PLAN

NOTES:

1. BOTTOM OF BOX SHALL BE GROUTED TO ENSURE FLOW LINE OF PIPE IS FLUSH WITH BOTTOM OF BOX.

2. AMCOR CB110 OR EQUAL BOXES WILL BE ACCEPTED.

3. PRE-CAST MANHOLES ARE ALSO ACCEPTABLE. SEE DETAIL SS-2

4. "FLAT" CASTING RINGS AND COVERS ARE NOT ACCEPTABLE

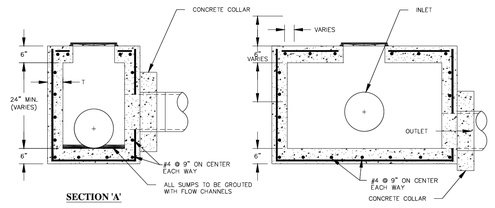
5. DESIGN FOR AASHTO HS-20 LOADING

5. POUR CONCRETE COLLARS AROUND CIRCUMFERENCE OF PIPE ON EXTERIOR OF BOX.

6. USE NON-SHRINK GROUT AROUND AROUND CIRCUMFERENCE OF PIPE ON INTERIOR OF BOX.

DIMENSIONS

W=	D1 + 12" (24" MIN.)
L=	D2 + 24" (44" MIN.)
T=	6" IF L IS LESS THAN OR EQUAL TO 5'-0"
T=	8" IF L IS GREATER THAN 5'-0"

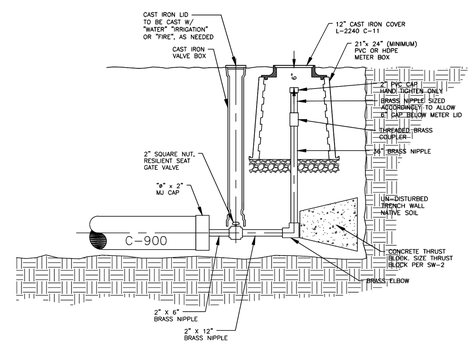


SECTION 'A'

SECTION 'B'

CLEANOUT BOX

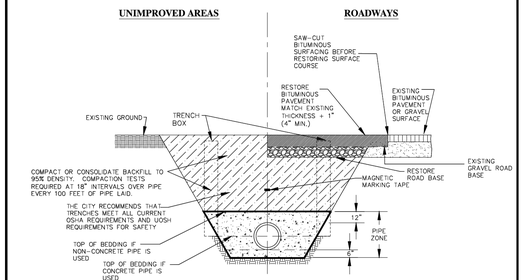
DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SD-3	REV DATE BY COMMENTS		STORM DRAIN
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SD-3
CHECKED / APPROVED			



2 INCH BLOW-OFF VALVE

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SW-12	REV DATE BY COMMENTS		SECONDARY WATER
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SW-12
CHECKED / APPROVED			

UNIMPROVED AREAS **ROADWAYS**



CROSS-SECTION: TYPICAL TRENCH

NOTES:

1. THE CITY RECOMMENDS CONTRACTOR MEET ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSH REQUIREMENTS, LATEST EDITIONS).

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 50' OF SAID UTILITIES WHICH MAY BE EXPOSED, DAMAGED OR CROSSED AS SHOWN ON THE DRAWINGS OR AS "BLUE STAKED". THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH THE UTILITY COMPANY TO MOVE THE UTILITY IF NECESSARY OR OBTAIN PERMISSION FROM THE CITY ENGINEER TO MODIFY GRADE OF PIPELINE IN ORDER TO GO AROUND UTILITIES.

3. TESTING: ALL STORM DRAIN LINES TO BE "VIDEOED" AND NECESSARY REPAIRS MADE BEFORE ACCEPTANCE. A MANDRAL OR BALL CAN BE USED TO VERIFY DEFORMATION OF A PIPE AS DETERMINED FROM THE VIDEO UNLESS SPECIFIED OTHERWISE.

4. ALL STORM DRAIN TO BE INSTALLED IN PUBLIC RIGHT-OF-WAY OR RECORDED DRAINAGE EASEMENT UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

5. WHERE COLLAPSIBLE SOILS ARE ENCOUNTERED, FURNISH, PLACE AND COMPACT IMPORTED BACKFILL MATERIALS AS REQUIRED AND AS DIRECTED.

6. MIN. DEPTH OF COVER SHALL MEET MANUFACTURERS RECOMMENDATIONS.

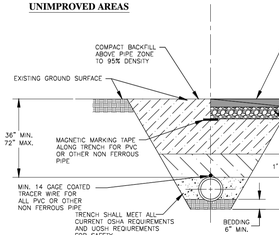
7. IN ROCKY SUB-GRADES 18" OF CLEARANCE SHALL BE PROVIDED ON ALL SIDES OF PIPE.

8. INSTALL MAGNETIC DETECTOR TAPE 3' ABOVE PIPE IN TRENCH.

STORM DRAIN TRENCH

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SD-1	REV DATE BY COMMENTS		STORM DRAIN
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SD-1
CHECKED / APPROVED			

UNIMPROVED AREAS **ROADWAYS**



CROSS-SECTION: TYPICAL TRENCH

NOTES:

1. WATER LINES 12 INCHES AND LARGER SHALL BE DUCTILE IRON CLASS-51.

2. WATER LINES 10 INCHES AND SMALLER SHALL BE PVC AWWA C900 CLASS 200.

3. VALVES 12 INCHES AND LARGER SHALL BE BUTTERFLY VALVES.

4. WHENEVER POSSIBLE "HOT TAP" CONNECTIONS REQUIRED. HOT TAP VALVE TO BE SUPPORTED DURING CONNECTION. CONTRACTOR TO NOTIFY CITY 24 HOURS IN ADVANCE OF MAKING CONNECTION.

5. PIPE ZONE SHALL BE BACKFILLED WITH BEDDING MATERIAL, OR OTHER ACCEPTABLE MATERIAL.

6. TRACING WIRE TO BE BROUGHT OUTSIDE OF BOTTOM PORTION OF VALVE BOX AND INSIDE TOP TO SURFACE.

7. FURNISH AND INSTALL POLY-WRAP ON DUCTILE IRON PIPE. POLY-WRAP MAY BE DELETED WHERE DIRECTED BY CITY ENGINEER.

8. WHERE COLLAPSIBLE SOILS ARE ENCOUNTERED, FURNISH, PLACE AND COMPACT IMPORTED BACKFILL MATERIALS AS REQUIRED AND AS DIRECTED.

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSH REQUIREMENTS, LATEST EDITIONS).

2. MINIMUM COVER OVER TOP OF PIPE SHALL BE 36-INCHES BELOW THE FINISHED GRADE. THIS DEPTH MAY BE INCREASED AS REQUIRED TO MISS UNDERGROUND UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, OR WHERE INDICATED ON THE DRAWINGS.

3. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 200 FEET OF UTILITY CROSSINGS SHOWN ON THE DRAWINGS, OR AS "BLUE-STAKED."

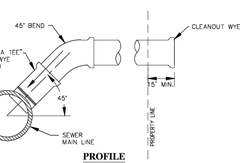
4. SEWER MAINS, WATER MAINS, GAS MAINS AND OTHER UTILITIES ARE SHOWN ON THE PLANS IN A GENERAL SCHEMATIC WAY ACCORDING TO INFORMATION RECEIVED FROM OTHERS AND SOMETIMES FROM FIELD MEASUREMENTS. THE ACCURACY OR COMPLETENESS OF THE LOCATIONS SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION OF EXISTING SERVICE CONNECTIONS AND UTILITIES AND TAKE THE NECESSARY STEPS TO AVOID THEM.

5. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.

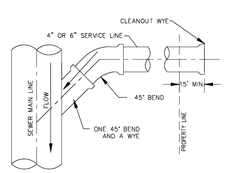
6. THE CONTRACTOR MAY, AT HIS DISCRETION, USE SLOPING WALLS IN UNIMPROVED TERRAIN.

SECONDARY WATERLINE TRENCH

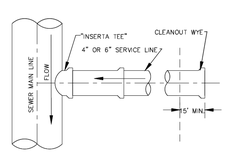
DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SW-1	REV DATE BY COMMENTS		SECONDARY WATER
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SW-1
CHECKED / APPROVED			



PROFILE



PLAN VIEW- 45° WYE BRANCH



PLAN VIEW- "INSERTA TEE"

NOTES:

1. ALL RESIDENTIAL SERVICES SHALL BE 4" DIAMETER. NON-RESIDENTIAL SHALL BE 6" DIAMETER UNLESS DIRECTED OTHERWISE AND SHALL BE EXTENDED FROM MAIN LINES TO PROPERTY LINES.

2. EVERY RESIDENTIAL UNIT SHALL HAVE A SEPARATE SEWER LATERAL.

3. MINIMUM GRADE SHALL BE 2% FOR SERVICE LINES.

4. ALL 90° BENDS AT CONNECTION TO MAIN MUST BE CONSTRUCTED WITH ONE 45° BEND AND A WYE.

5. DIRECT NOSE ON IS ALLOWED WHEN CONNECTING TO EXISTING MAIN LINE. USE RUBBER BOOT AS PER CITY WITH STAINLESS STEEL STRAPS, IF REQUIRED. CORE CUT EXISTING PIPE, DO NOT BREAK OUT WITH A HAMMER.

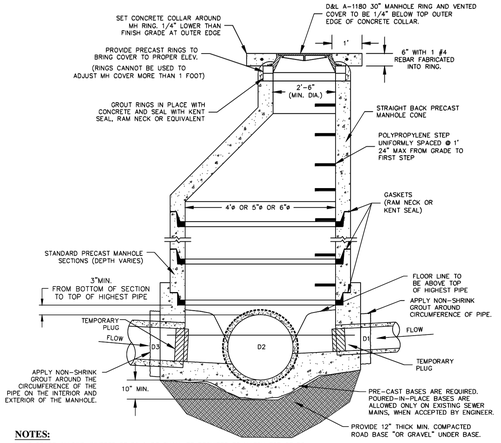
6. NOTIFY CITY 24 HOURS IN ADVANCE OF ANY CONNECTION. EVERY CONNECTION TO BE INSPECTED BY CITY.

7. CONNECTION TO USERS TO BE DONE BY OTHERS.

8. CAST IRON WYE'S ARE REQUIRED FOR ALL NON-RESIDENTIAL CONNECTIONS.

SEWER SERVICE CONNECTION

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SS-3	REV DATE BY COMMENTS		SANITARY SEWER
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SS-3
CHECKED / APPROVED			



NOTES:

1. IF GRADE ALLOWS, INVERTS OF D1 & D3 SHALL BE REQUIRED TO MATCH TOP OF D2.

2. AFTER ALL GRADING AROUND MANHOLE HAS BEEN COMPLETED AND FINAL SURFACING IS IN PLACE REMOVE TEMPORARY PLUGS, DEBRIS AND PLYWOOD FROM INSIDE OF MANHOLES.

3. IF MANHOLE IS TO BE POURED IN PLACE, FOLLOW SAME PATTERN AS SHOWN EXCEPT USE 10" MIN WALL THICKNESS.

4. MANHOLES DEEPER THAN 20 FEET SHALL HAVE AN 18" THICK CONCRETE BASE.

5. CONE AND WALL SECTIONS SHALL CONFORM WITH ASTM C-478 STANDARD

6. ALL MANHOLES TO BE HS-20 RATED

7. MANHOLES WITH SOLID LIDS MUST BE EPOXY LINED.

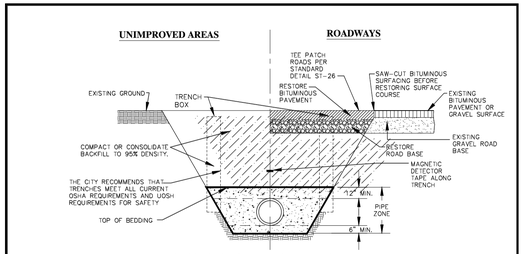
8. MANHOLES OUTSIDE OF ROW SHALL HAVE SOLID LOCKING LIDS.

9. FLAT CAST RINGS ARE NOT PERMITTED

SANITARY SEWER MANHOLE

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SS-2	REV DATE BY COMMENTS		SANITARY SEWER
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SS-2
CHECKED / APPROVED			

UNIMPROVED AREAS **ROADWAYS**



CROSS-SECTION: TYPICAL TRENCH

RECOMMENDED TRENCH QUANTITIES

PIPE DIAMETER (INCHES)		RECOMMENDED MAXIMUM TRENCH WIDTH FOR FILL IN PIPE ZONE		RECOMMENDED MAXIMUM WIDTH FOR FILL & SURFACING ABOVE PIPE ZONE MEASURED AT TOP OF TRENCH CENTERED ON PIPE	
inches	mm	inches	mm	inches	mm
4	101.6	72	1828.8	96	2438.4
6	152.4	72	1828.8	96	2438.4
8	203.2	72	1828.8	96	2438.4
10	254.0	72	1828.8	96	2438.4
12	304.8	72	1828.8	96	2438.4
15	381.0	72	1828.8	96	2438.4
18	457.2	72	1828.8	96	2438.4
21	533.4	72	1828.8	96	2438.4
24	609.6	72	1828.8	96	2438.4
30	762.0	84	2133.6	108	2743.2
36	914.4	84	2133.6	108	2743.2
42	1066.8	96	2438.4	120	3048.0
48	1219.2	96	2438.4	120	3048.0
54	1371.6	108	2743.2	132	3352.8
60	1524.0	120	3048.0	144	3657.6

NOTES:

1. THE CITY RECOMMENDS CONTRACTOR MEET ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSH REQUIREMENTS, LATEST EDITIONS).

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 50' OF SAID UTILITIES WHICH MAY BE EXPOSED, DAMAGED OR CROSSED AS SHOWN ON THE DRAWINGS OR AS "BLUE STAKED". THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH THE UTILITY COMPANY TO MOVE THE UTILITY IF NECESSARY OR OBTAIN PERMISSION FROM THE CITY ENGINEER TO MODIFY GRADE OF PIPELINE IN ORDER TO GO AROUND UTILITIES.

3. TESTING: ALL NEW SANITARY SEWERS TO BE "TELEVISED" AND NECESSARY REPAIRS MADE BEFORE ACCEPTANCE. ALL LINES SHALL BE PRESSURE TESTED TO 3.5 psi MIN. FOR 5 MINUTES. A MANDRAL OR BALL CAN BE USED TO VERIFY DEFORMATION OF A PIPE AS DETERMINED FROM THE VIDEO UNLESS SPECIFIED OTHERWISE. MANHOLES SHALL BE TESTED AS PER CITY STANDARDS.

4. ALL SEWER LINES TO BE INSTALLED IN PUBLIC RIGHT-OF-WAY OR RECORDED SEWER EASEMENT UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

5. WHERE COLLAPSIBLE SOILS ARE ENCOUNTERED, FURNISH, PLACE AND COMPACT IMPORTED BACKFILL MATERIALS AS REQUIRED AND AS DIRECTED.

6. MIN. DEPTH SHALL BE 4' TO TOP OF PIPE. A 2' SPACING MUST BE MAINTAINED BETWEEN ALL WATER LINE PIPE CROSSINGS AND THE TOP OF THE SEWER PIPE.

7. IN AREAS WHERE SEWER LATERALS ARE NEEDED TO SERVICE A BASEMENT 13' MIN. IS RECOMMENDED. IF THE SEWER LINE IS NOT 13' DEEP A NOTE MUST BE PLACED ON THE PLAT "SHALLOW SEWER DEPTHS. BEFORE EXCAVATING BASEMENTS, CONTRACTOR MUST VERIFY SEWER DEPTH"

8. MAX. DEPTH SHALL BE 20' TO THE TOP OF PIPE UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.

9. INSTALL MAGNETIC DETECTOR TAPE 3' ABOVE PIPE.

10. IN ROCKY SUB-GRADES A MINIMUM OF 18" CLEARANCE ON ALL SIDES OF THE PIPE SHALL BE PROVIDED.

STANDARD SEWER TRENCH

DATE: FEBRUARY 2013	REVISIONS		STANDARD DETAILS
DRAWING NAME: SS-1	REV DATE BY COMMENTS		SANITARY SEWER
DRAWN BY: CJG	SARATOGA SPRINGS CITY	1307 N. COMMERCE DR. SUITE, SARATOGA SPRINGS, UT 84045 PHONE: 801-766-9793 FAX: 801-766-9774	SS-1
CHECKED / APPROVED			

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

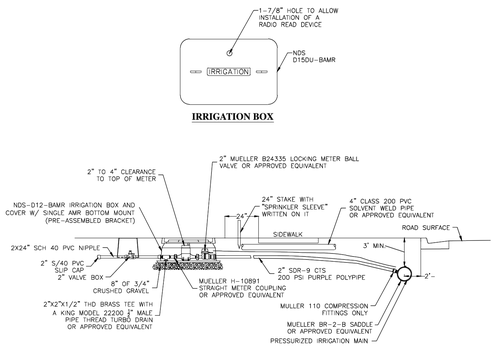
CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

FOR CONSTRUCTION 1/17/2014

SITE DETAILS

PROJECT NUMBER: U1237	PRINT DATE: 1/17/14
DRAWN BY:	CHECKED BY:
PROJECT MANAGER: D. KINSMAN	

C-5.0



SECTION

NOTES:

1. ADJUST ALL APPURTENCES TO AN EQUIVALENT $1\frac{1}{2}$" SIZE FOR $1\frac{1}{2}$" SERVICES.
2. SPRINKLER SLEEVE SHALL NOT BE IN LINE WITH ANY UTILITY BOXES.
3. ALL PIPES SHALL BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE AND MAGNETIC MARKING TAPE.

IRRIGATION SERVICE 2" PRESSURIZED	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / SECONDARY WATER	SW-6
	DRAWING NAME: SW-6				
	DRAWN BY: CJG				
	CHECKED / APPROVED				

SCHEDULE OF PLUMBING MATERIAL FOR WATER METER BOXES

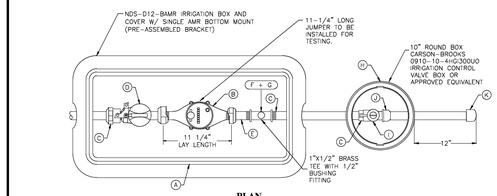
1" SINGLE SERVICE CONNECTION

ITEM	QUANTITY	DESCRIPTION
A	1 ea	14" x 19" x 12" METER BOX w/ SINGLE BOTTOM MOUNT AMR CVR, BLACK
B	1 ea	1" METER BRZ (SUPPLIED AND INSTALLED BY CITY)
C	3 ea	1" COUPLER CCT/MIPT H15428
D	1 ea	1" STR BALL METER VALVE B24351R
E	1 ea	1" STR METER COUPLER H10890
F	1 ea	1" BRASS TEE
G	1 ea	1" x 1/2" BRASS HEX BUSHING
H	1 ea	10" IRRIGATION VALVE BOX
I	1 ea	1" BRASS BALL VALVE 600 WOG
J	1 ea	1" MALE ADAPT SXM1PT SCH 40
K	1 ea	1" SLIP CAP SCH 40

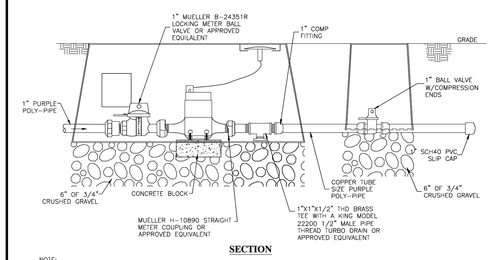
1 1/2" TO DUAL 1" SERVICE CONNECTION

ITEM	QUANTITY	DESCRIPTION
L	1 ea	13 " x 20" x 12" JUMBO METER BOX w/ DOUBLE BOTTOM MOUNT AMR CVR, BLACK
B	2 ea	1" METER BRZ (SUPPLIED AND INSTALLED BY CITY)
M	1 ea	1.5" x 7.5" CTS x MIP U-BRANCH H15363
D	2 ea	1" STR BALL METER VALVE B24351R
E	2 ea	1" STR METER COUPLER H10890
F	2 ea	1" BRASS TEE
G	2 ea	1" x 1/2" BRASS HEX BUSHING
C	4 ea	1" COUPLER CCT/MIPT H15428
I	2 ea	1" BRASS BALL VALVE 600 WOG
H	2 ea	10" IRRIGATION VALVE BOX
J	2 ea	1" MALE ADAPT SXM1PT SCH 40
K	2 ea	1" SLIP CAP SCH 40

PARTS LIST FOR 1" SINGLE SERVICE METER BOX & 1-1/2" TO DUAL 1" SERVICE	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / SECONDARY WATER	SW-5B
	DRAWING NAME: SW-5B				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



PLAN

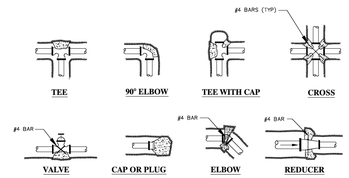


SECTION

NOTE:

1. 1" METERS PROVIDED BY CITY
2. ALL PIPES SHALL BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE AND MARKING TAPE

SINGLE 1" PRESSURE IRRIGATION SERVICE BOX	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / SECONDARY WATER	SW-5A
	DRAWING NAME: SW-5A				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



SAFE BEARING LOADS

SOIL TYPE	SAFE BEARING LOAD (lf/ft)
SAND	1000
SAND & GRAVEL	1500
SAND & GRAVEL CEMENTED WITH CLAY	2000
SHALE	5000

SAFE BEARING LOAD FORMULA

THRUST BLOCK AREA AGAINST TRENCH WALL (SQUARE FEET) = THRUST ON FITTING / SAFE BEARING LOAD OF SOIL

THRUST ON FITTINGS

POUNDS @ 1 POUND PER SQUARE INCH OF WATER PRESSURE*

PIPE SIZE	TEES/ PLUGS	90° BENDS	45° BENDS	22.5° BENDS
4"	18.5	26.1	14.2	7.2
6"	38	53.7	29.1	14.7
8"	65.8	93	50.4	25.5
10"	107.5	152	82.4	41.7
12"	153.1	216.4	117.2	59.4
14"	215.5	304.7	164.9	84
16"	281.5	398.1	215.4	109.8
18"	356.3	503.8	272.6	139
20"	439.8	622	336.6	171.6
24"	633.3	895.6	484.7	247.1

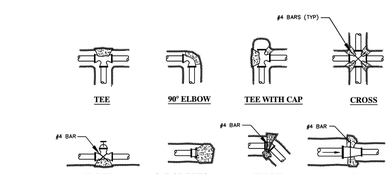
*MULTIPLY THRUST BY MAXIMUM WATER PRESSURE

*PIPE SIZES LARGER THAN 24" SHALL BE THRUST BLOCKED AS PER ENGINEER RECOMMENDATION

NOTES:

1. REINFORCING BARS SHALL BE EPOXY COATED
2. RESIDENT PROJECT ENGINEER WILL CALCULATE QUANTITIES OF CONCRETE REQ'D AND SPECIFY PLACEMENT METHODS & REQUIREMENTS, WHICH SHALL BE APPROVED BY CITY ENGINEER
3. CONCRETE SHALL BE 4000 PSI MIN.
4. POUR CONCRETE AGAINST UNDISTURBED SOIL

CONCRETE THRUST BLOCKS	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / SECONDARY WATER	SW-2
	DRAWING NAME: SW-2				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



SAFE BEARING LOADS

SOIL TYPE	SAFE BEARING LOAD (lf/ft)
SAND	1000
SAND & GRAVEL	1500
SAND & GRAVEL CEMENTED WITH CLAY	2000
SHALE	5000

SAFE BEARING LOAD FORMULA

THRUST BLOCK AREA AGAINST TRENCH WALL (SQUARE FEET) = THRUST ON FITTING / SAFE BEARING LOAD OF SOIL

THRUST ON FITTINGS

POUNDS @ 1 POUND PER SQUARE INCH OF WATER PRESSURE*

PIPE SIZE	TEES/ PLUGS	90° BENDS	45° BENDS	22.5° BENDS
4"	18.5	26.1	14.2	7.2
6"	38	53.7	29.1	14.7
8"	65.8	93	50.4	25.5
10"	107.5	152	82.4	41.7
12"	153.1	216.4	117.2	59.4
14"	215.5	304.7	164.9	84
16"	281.5	398.1	215.4	109.8
18"	356.3	503.8	272.6	139
20"	439.8	622	336.6	171.6
24"	633.3	895.6	484.7	247.1

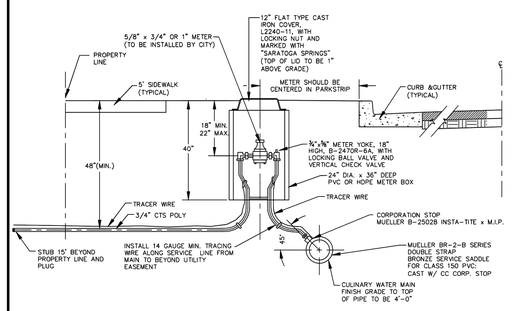
*MULTIPLY THRUST BY MAXIMUM WATER PRESSURE

*PIPE SIZES LARGER THAN 24" SHALL BE THRUST BLOCKED AS PER ENGINEER RECOMMENDATION

NOTES:

1. REINFORCING BARS SHALL BE EPOXY COATED
2. RESIDENT PROJECT ENGINEER WILL CALCULATE QUANTITIES OF CONCRETE REQ'D AND SPECIFY PLACEMENT METHODS & REQUIREMENTS, WHICH SHALL BE APPROVED BY CITY ENGINEER
3. CONCRETE SHALL BE 4000 PSI MIN.
4. POUR CONCRETE AGAINST UNDISTURBED SOIL

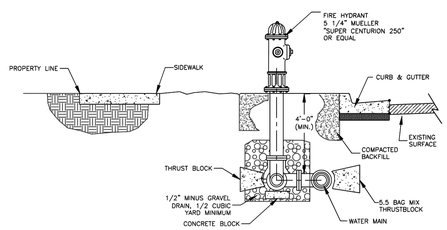
CONCRETE THRUST BLOCKS	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / CULINARY WATER	WT-2
	DRAWING NAME: WT-2				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



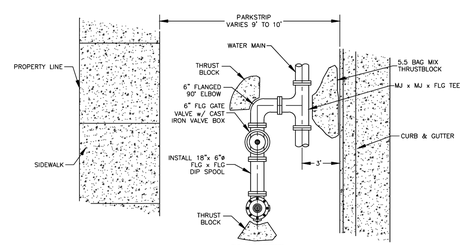
NOTES:

1. INSPECTION: METER BOX AND SERVICE LINE SHALL BE INSPECTED BY CITY PRIOR TO BACKFILLING.
2. BACKFILL: INSTALL BACKFILL IN LIFTS NOT EXCEEDING 8" AFTER COMPACTION. COMPACT EACH LIFT TO AN AVERAGE DRY DENSITY OF 95% WITH NO DENSITY TEST RESULT LESS THAN 92%.
3. CONTRACTOR TO SUPPLY ALL MATERIALS EXCLUDING METER
4. METER BOXES SHOULD BE PVC OR HDPE.
5. PIPE: INSTALL MINIMUM 3/4" CTS POLY PIPE (SDR-9) FROM MAIN TO METER AND FROM METER TO BUILDING. MINIMUM 1" POLYETHYLENE PIPE TO BE USED IN COMMERCIAL AREAS. INSTALL TRACING WIRE FROM MAIN LINE TO METER.
6. PLACEMENT: ALL METERS ARE TO BE INSTALLED IN THE PARK STRIP, MUST BE PLACED NEAR MIDPOINT OF THE LOT, AND MUST NOT BE LOCATED IN A DRIVEWAY OR IN A SIDEWALK.
7. METER YOKE TO BE MUELLER B-2470R-6A, OR ACCEPTABLE EQUAL
9. SERVICE SADDLES SHALL BE MUELLER BR-2-B SERIES, OR EQUAL
11. METER LID TO BE 1" ABOVE LINE GRADE OF WALK/CURB
12. STAINLESS STEEL LINER INSERTS WILL BE REQUIRED INSIDE OF TUBING AT COMPRESSION FITTINGS.
13. WATER SERVICES SHALL BE STUBBED TO A POINT APPROXIMATELY 1' BEYOND UTILITY EASEMENT (PUE).
14. 1" METER INSTALLATION TO BE SIMILAR USING 1" METER, PIPE, AND FITTINGS.

RESIDENTIAL METER CONNECTION 3/4" x 5/8" OR 1"	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / CULINARY WATER	WT-5
	DRAWING NAME: WT-5				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



SECTION VIEW

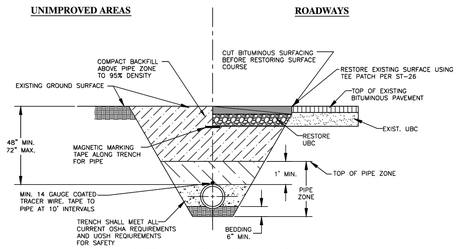


PLAN VIEW

NOTES:

1. HYDRANT SHALL BE "TRAFFIC" TYPE WITH A REPLACEABLE BREAK-AWAY UNIT IMMEDIATELY ABOVE GROUND.

FIRE HYDRANT CONNECTION	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / CULINARY WATER	WT-4
	DRAWING NAME: WT-4				
	DRAWN BY: CJG				
	CHECKED / APPROVED				



CROSS-SECTION: TYPICAL TRENCH

NOTES:

1. WATER LINES 12 INCHES AND LARGER SHALL BE DUCTILE IRON CLASS-51.
2. WATER LINES 10 INCHES AND SMALLER SHALL BE PVC AWWA C900 CLASS 200.
3. VALVES 12 INCHES AND LARGER SHALL BE BUTTERFLY VALVES.
4. WHENEVER POSSIBLE "HOT TAP" CONNECTIONS REQUIRED. HOT TAP VALVE TO BE SUPPORTED DURING CONNECTION. CONTRACTOR TO NOTIFY CITY 24 HOURS IN ADVANCE OF MAKING CONNECTION.
5. PIPE ZONE SHALL BE BACKFILLED WITH BEDDING MATERIAL, OR OTHER ACCEPTABLE MATERIAL.
6. TRACING WIRE TO BE BROUGHT OUTSIDE OF BOTTOM PORTION OF VALVE BOX AND INSIDE TOP TO SURFACE.
7. FURNISH AND INSTALL POLY-WRAP ON DUCTILE IRON PIPE.
8. WHERE COLLAPSIBLE SOILS ARE ENCOUNTERED, FURNISH, PLACE AND COMPACT IMPORTED BACKFILL MATERIALS AS REQUIRED AND AS DIRECTED.

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSH REQUIREMENTS, LATEST EDITIONS).
2. MINIMUM COVER OVER TOP OF PIPE SHALL BE 48-INCHES BELOW THE FINISHED GRADE. THIS DEPTH MAY BE INCREASED AS REQUIRED TO MISS UNDERGROUND UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, OR WHERE INDICATED ON THE DRAWINGS.
3. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 200 FEET OF UTILITY CROSSINGS SHOWN ON THE DRAWINGS, OR AS "BLUE-STAKED."
4. SEWER MAINS, WATER MAINS, GAS MAINS AND OTHER UTILITIES ARE SHOWN ON THE PLANS IN A GENERAL SCHEMATIC WAY ACCORDING TO INFORMATION RECEIVED FROM OTHERS AND SOMETIMES FROM FIELD MEASUREMENTS. THE ACCURACY OR COMPLETENESS OF THE LOCATIONS SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION OF EXISTING SERVICE CONNECTIONS AND UTILITIES AND TAKE THE NECESSARY STEPS TO AVOID THEM.
5. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
6. THE CONTRACTOR MAY, AT HIS DISCRETION, USE SLOPING WALLS IN UNIMPROVED TERRAIN.

CULINARY WATERLINE TRENCH	DATE: FEBRUARY 2013	REVISIONS: COMMENTS	SARATOGA SPRINGS CITY	STANDARD DETAILS / CULINARY WATER	WT-1
	DRAWING NAME: WT-1				
	DRAWN BY: CJG				
	CHECKED / APPROVED				

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

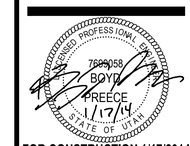
WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

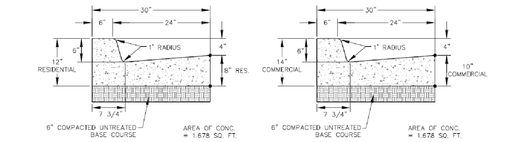


FOR CONSTRUCTION 1/17/2014

SITE DETAILS

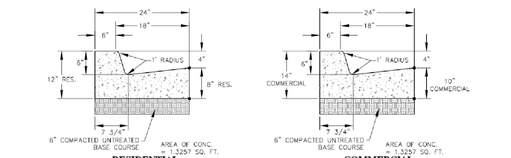
PROJECT NUMBER	PRINT DATE
U1237	1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

C-5.1



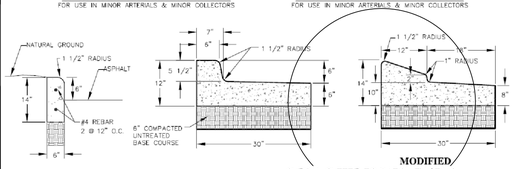
RESIDENTIAL
30" HIGH BACK CURB AND GUTTER
FOR USE ON MAJOR ARTERIALS & MAJOR COLLECTORS

COMMERCIAL
30" HIGH BACK CURB AND GUTTER
FOR USE ON MAJOR ARTERIALS & MAJOR COLLECTORS



RESIDENTIAL
24" HIGH BACK CURB AND GUTTER
FOR USE IN MINOR ARTERIALS & MINOR COLLECTORS

COMMERCIAL
24" HIGH BACK CURB AND GUTTER
FOR USE IN MINOR ARTERIALS & MINOR COLLECTORS



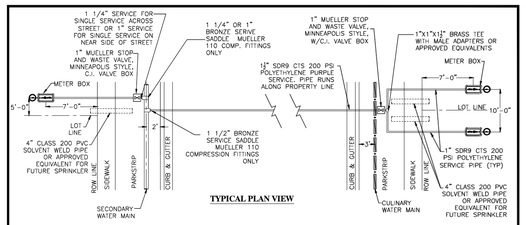
6" CURB WALL

CURB & GUTTER DETAILS

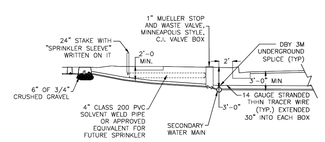
DATE: MARCH 2004	REVISIONS			
DRAWING NAME: ST-2	REV	DATE	BY	COMMENTS
DRAWN BY: JM/CMB				
CHECKED:	APPROVED:			

CONSULTING ENGINEERS AND SURVEYORS
15481 South 450 East
(801) 572-5614 • Fax: (801) 572-5449

REV. A STANDARD DETAILS | SARATOGA CITY | **ST-2**



TYPICAL PLAN VIEW



SECONDARY WATER MAIN & LATERAL SECTION

NOTES:

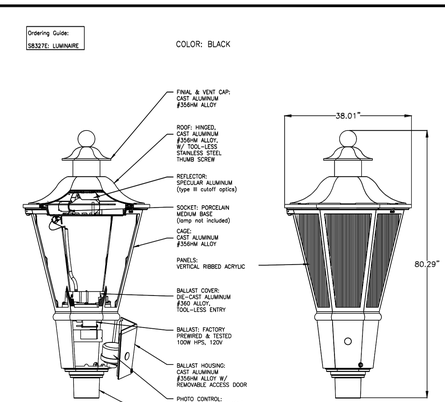
1. SERVICES MAY BE TUNNELED OR JETTED UNDER CURB AND GUTTER, DRIVEWAYS, OR SIDEWALKS. OTHER STRUCTURES SHALL BE OPEN CUT WITH SURFACE RESTORATION AT THE ENGINEERS DIRECTION.
2. IF TAPPING SADDLES ARE USED, METHOD OF SAWING/DRILLING TAP HOLES, TYPE OF SADDLE, PROCEDURES MUST BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
3. POLYETHYLENE PIPE SHALL BE PURPLE SDR-9-PE 3408 MANUFACTURED TO MEET THE REQUIREMENTS OF ASTM D-2737.
4. MAIN IRRIGATION LINES 6" OR 8" SHALL BE P.V.C. PURPLE AWWA C-900. MAIN IRRIGATION LINES 12" AND LARGER SHALL BE DUCTILE IRON WITH PURPLE POLYETHYLENE WRAP.
5. ALL CONNECTIONS SHALL BE MADE WITH MUELLER 110 COMPRESSION CONNECTIONS.
6. MINIMUM DISTANCE BETWEEN TAPS SHALL BE 24".
7. CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA REQUIREMENTS)
8. IN ROCKY SUB-GRADES 18" OF BOTTOM OF TRENCH TO BOTTOM OF PIPE. MIN. OF 2" OF OUTSIDE DIAMETER.
9. ALL PIPES SHALL BE BURIED WITH 14 GAUGE STRANDED THHN TRACE WIRE, AND MARKING TAPE.
10. STANDARD SERVICE SIZE SHALL BE 1 1/2" FOR DUAL SERVICES AND 1" FOR SINGLE SERVICES.
11. STAINLESS STEEL LINER INSERTS WILL BE REQUIRED INSIDE OF TUBING AT COMPRESSION FITTINGS.
12. ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.
13. SEE STANDARD FOR PRESSURIZED IRRIGATION SERVICE BOX, 2" PRESSURIZED IRRIGATION SERVICE, AND 4" PRESSURIZED IRRIGATION SERVICE.
14. SERVICE LATERAL SHALL SLOPE TOWARDS PRESSUREIZED IRRIGATION MAIN.
15. SPRINKLER SLEEVE SHALL NOT BE IN LINE WITH ANY UTILITY BOXES.

SECONDARY WATER LAYOUT & 1" SINGLE AND DUAL LATERALS

DATE: FEBRUARY 2013	REVISIONS			
DRAWING NAME: SW-3	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | SECONDARY WATER | **SW-3**



RESIDENTIAL STREET LIGHT LUMINARE

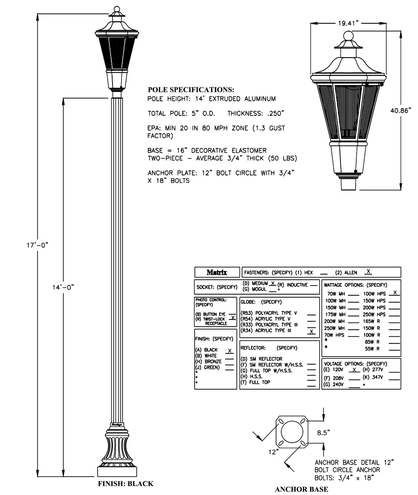
DATE: FEBRUARY 2013	REVISIONS			
DRAWING NAME: LP-1C	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | LIGHTING | **LP-1C**

58327E UTILITY POD (UTILITY PHOTOCELL RECEPTACLE, TWIST-OFF BALLAST ASSEMBLY)

Ordering Guide
58327E: LUMINARE
14EFA-5.0-TT/3x3-16"VRG-BK



POLE SPECIFICATIONS:
POLE HEIGHT: 14' EXTRUDED ALUMINUM
TOTAL POLE: 5" O.D. THICKNESS: .250"
EPA: MIN 20 IN 80 MPH ZONE (1.3 GUST FACTOR)
BASE = 16" DECORATIVE ELASTOMER TWO-PIECE – AVERAGE 3/4" THICK (50 LBS)
ANCHOR PLATE: 12" BOLT CIRCLE WITH 3/4" x 18" BOLTS

Matrix

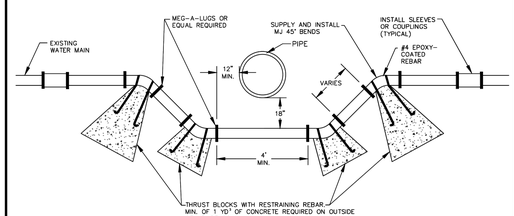
FASTENERS: (SPECIFY) (1) HEX ___ (2) ALLEN ___	
SOCKET: (SPECIFY)	(S) MEDIUM ___ (K) INDUCTIVE ___ (S) MOGUL ___
PANEL (SPECIFY): (SPECIFY)	(B) BUFFALO EYE ___ (R) REGULARLY RECTANGULAR ___
FINISH: (SPECIFY)	(A) BLACK ___ (B) WHITE ___ (X) BRONZE ___ (G) GREEN ___
GLOBE: (SPECIFY)	(WLS) POLYNORPL TYPE V ___ (SSA) ACRYLIC TYPE V ___ (KSS) POLYNORPL TYPE III ___ (SAA) ACRYLIC TYPE III ___
REFLECTOR: (SPECIFY)	(S) SM REFLECTOR ___ (F) SM REFLECTOR W/H.S.S. ___ (G) FULL TOP W/H.S.S. ___ (H) H.S.S. ___ (T) FULL TOP ___
WATTAGE OPTIONS: (SPECIFY)	70W MH ___ 100W HPS ___ 100W MH ___ 150W HPS ___ 150W MH ___ 200W HPS ___ 175W MH ___ 250W HPS ___ 200W MH ___ 150W R ___ 250W MH ___ 150W R ___ 70W HPS ___ 100W R ___ * ___ 50W R ___ * ___ 50W R ___
VOLTAGE OPTIONS: (SPECIFY)	(E) 120V ___ (K) 277V ___ (F) 208V ___ (K) 347V ___ (G) 240V ___ * ___

14' RESIDENTIAL STREET LIGHT

DATE: FEBRUARY 2013	REVISIONS			
DRAWING NAME: LP-1	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | LIGHTING | **LP-1**



NOTES:

1. CITY TO BE GIVEN 72 HOUR NOTICE BEFORE LOOPING ANY WATERLINE WHEN SHUT OFF IS REQUIRED
2. A CASE OR SLEEVE IS REQUIRED WHEN CROSSING CULINARY WATER UNDER SANITARY AND STORM SEWER.

CULINARY WATERLINE LOOP

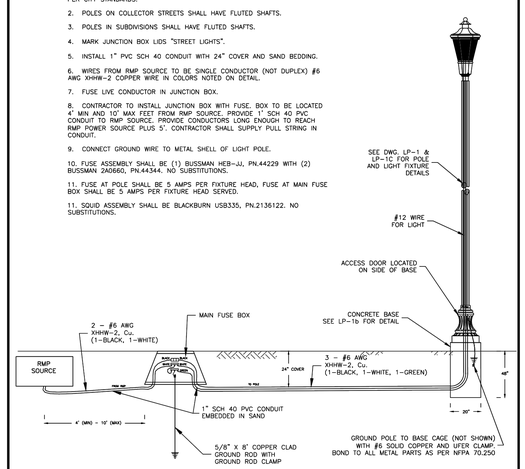
DATE: FEBRUARY 2013	REVISIONS			
DRAWING NAME: WT-3	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | CULINARY WATER | **WT-3**

NOTES:

1. STREET LIGHTS POLES SHALL BE LOCATED AT ROADWAY INTERSECTIONS (NEAR FIRE HYDRANTS WHERE POSSIBLE) AND AT OTHER REQUIRED LOCATIONS PER CITY STANDARDS.
2. POLES ON COLLECTOR STREETS SHALL HAVE FLUTED SHAFTS.
3. POLES IN SUBDIVISIONS SHALL HAVE FLUTED SHAFTS.
4. MARK JUNCTION BOX LIDS "STREET LIGHTS".
5. INSTALL 1" PVC SCH 40 CONDUIT WITH 24" COVER AND SAND BEDDING.
6. WIRES FROM RMP SOURCE TO BE SINGLE CONDUCTOR (NOT DUPLEX) #6 AWG XHHW-2 COPPER WIRE IN COLORS NOTED ON DETAIL.
7. FUSE LIVE CONDUCTOR IN JUNCTION BOX.
8. CONTRACTOR TO INSTALL JUNCTION BOX WITH FUSE. BOX TO BE LOCATED 4' MIN AND 10' MAX FEET FROM RMP SOURCE. PROVIDE 1" SCH 40 PVC CONDUIT TO RMP SOURCE. PROVIDE CONDUCTORS LONG ENOUGH TO REACH RMP POWER SOURCE PLUS 5'. CONTRACTOR SHALL SUPPLY PULL STRING IN CONDUIT.
9. CONNECT GROUND WIRE TO METAL SHELL OF LIGHT POLE.
10. FUSE ASSEMBLY SHALL BE (1) BUSSMAN HEB-JJ, PN.44229 WITH (2) BUSSMAN 2A0660, PN.44344. NO SUBSTITUTIONS.
11. FUSE AT POLE SHALL BE 5 AMPS PER FIXTURE HEAD, FUSE AT MAIN FUSE BOX SHALL BE 5 AMPS PER FIXTURE HEAD SERVED.
11. SQUID ASSEMBLY SHALL BE BLACKBURN USB335, PN.2136122. NO SUBSTITUTIONS.



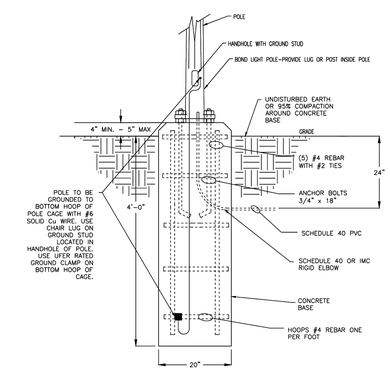
RESIDENTIAL STREET LIGHT CONNECTION DETAL

DATE: FEBRUARY	REVISIONS			
DRAWING NAME: LP-4	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | LIGHTING | **LP-4**

NOTE!
IF DEPTH CANNOT BE MET MASS MUST BE EQUIVALENT TO MASS SHOWN



CONCRETE BASE DETAIL FOR 14' RESIDENTIAL STREET LIGHT

DATE: FEBRUARY 2013	REVISIONS			
DRAWING NAME: LP-1B	REV	DATE	BY	COMMENTS
DRAWN BY: CJG				
CHECKED:	APPROVED:			

SARATOGA SPRINGS CITY — 1307 N. COMMERCE DR., SARATOGA SPRINGS, UT 84045, PHONE: 801-766-9793, FAX: 801-766-9774

STANDARD DETAILS | LIGHTING | **LP-1B**

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
7699058
BOYD R. PREECE
1/17/14
STATE OF UTAH

FOR CONSTRUCTION 1/17/2014

SITE DETAILS

PROJECT NUMBER	PRINT DATE
U1237	1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER: D. KINSMAN	

C-5.2

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

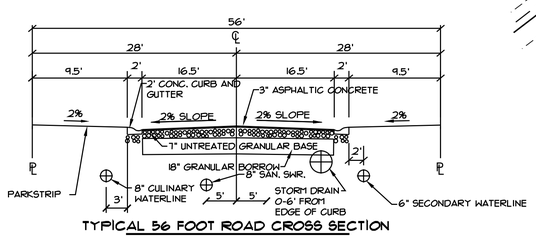
BENCHMARK

NORTH QUARTER CORNER
SECTION 2,
T6S, R1W,
SLB&M

ELEVATION = 4518.79 PER NGVD 1929
PER UTAH COUNTY SURVEYORS OFFICE

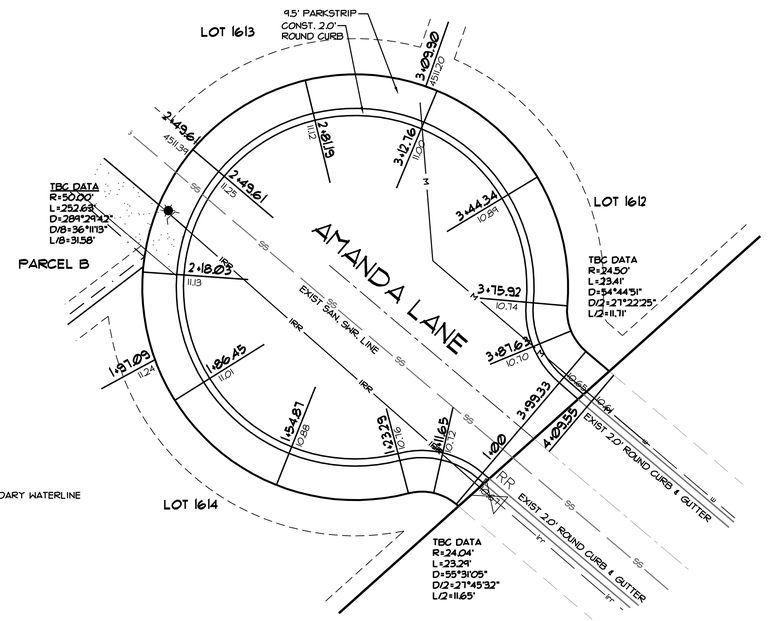
LEGEND

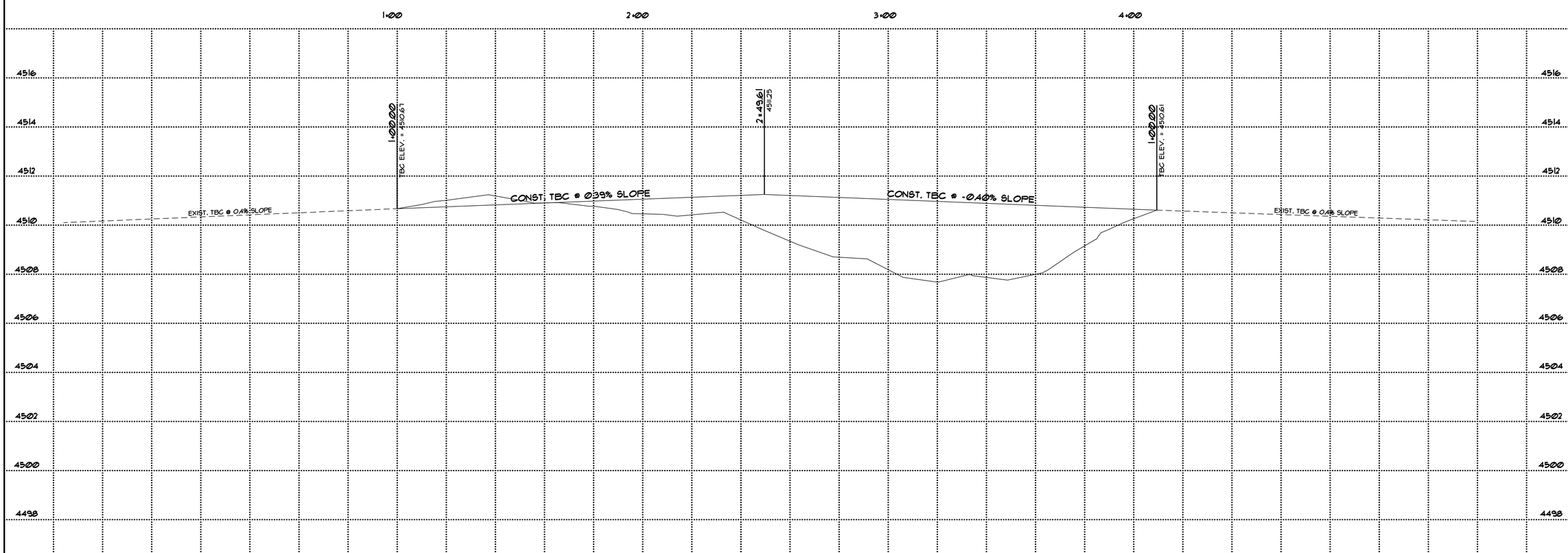
XXXX	EXISTING ELEVATION
XX.XX	PROPOSED ELEVATION
SS	SANITARY SEWER LINE
SD	STORM DRAIN LINE
W	CULINARY WATER LINE
	PROPOSED FIRE HYDRANT
	SANITARY SEWER MANHOLE
	WATER VALVE
	CATCH BASIN
	STORM DRAIN MANHOLE



TYPICAL 56 FOOT ROAD CROSS SECTION

PAVEMENT SECTION BASED ON CBR VALUE OF 3 PER RB&G ENGINEERING INC. LETTER DATED OCTOBER 29, 2013 AND CITY ENGINEERING STANDARDS AND SPECIFICATIONS 00500-11





SCALE
HORZ: 1" = 20'
VERT: 1" = 2'

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
7699058
BOYD
PREECE
1/17/14
STATE OF UTAH

FOR CONSTRUCTION 1/17/2014

PLAN & PROFILE

PROJECT NUMBER U1237	PRINT DATE 1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

PP-1

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

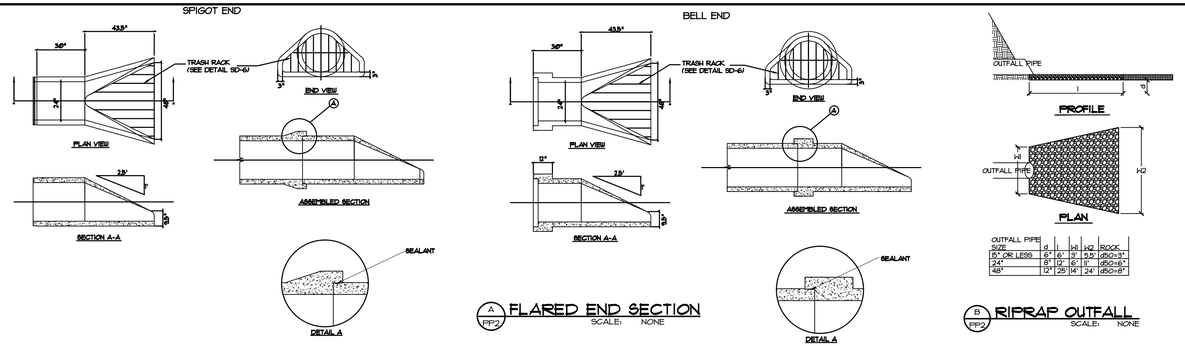
BENCHMARK

NORTH QUARTER CORNER
SECTION 2,
T6S, R1W,
SLB&M

ELEVATION = 4578.74 PER NGVD 1929
PER UTAH COUNTY SURVEYORS OFFICE

LEGEND

- XXXX — EXISTING ELEVATION
- XXXX — PROPOSED ELEVATION
- SS — SANITARY SEWER LINE
- SD — STORM DRAIN LINE
- W — CULINARY WATER LINE
- IRR — PRESSURIZED IRRIGATION LINE
- PROPOSED FIRE HYDRANT
- SANITARY SEWER MANHOLE
- WV — WATER VALVE
- CATCH BASIN
- STORM DRAIN MANHOLE
- 100 YEAR FLOOD-PLAIN AREA

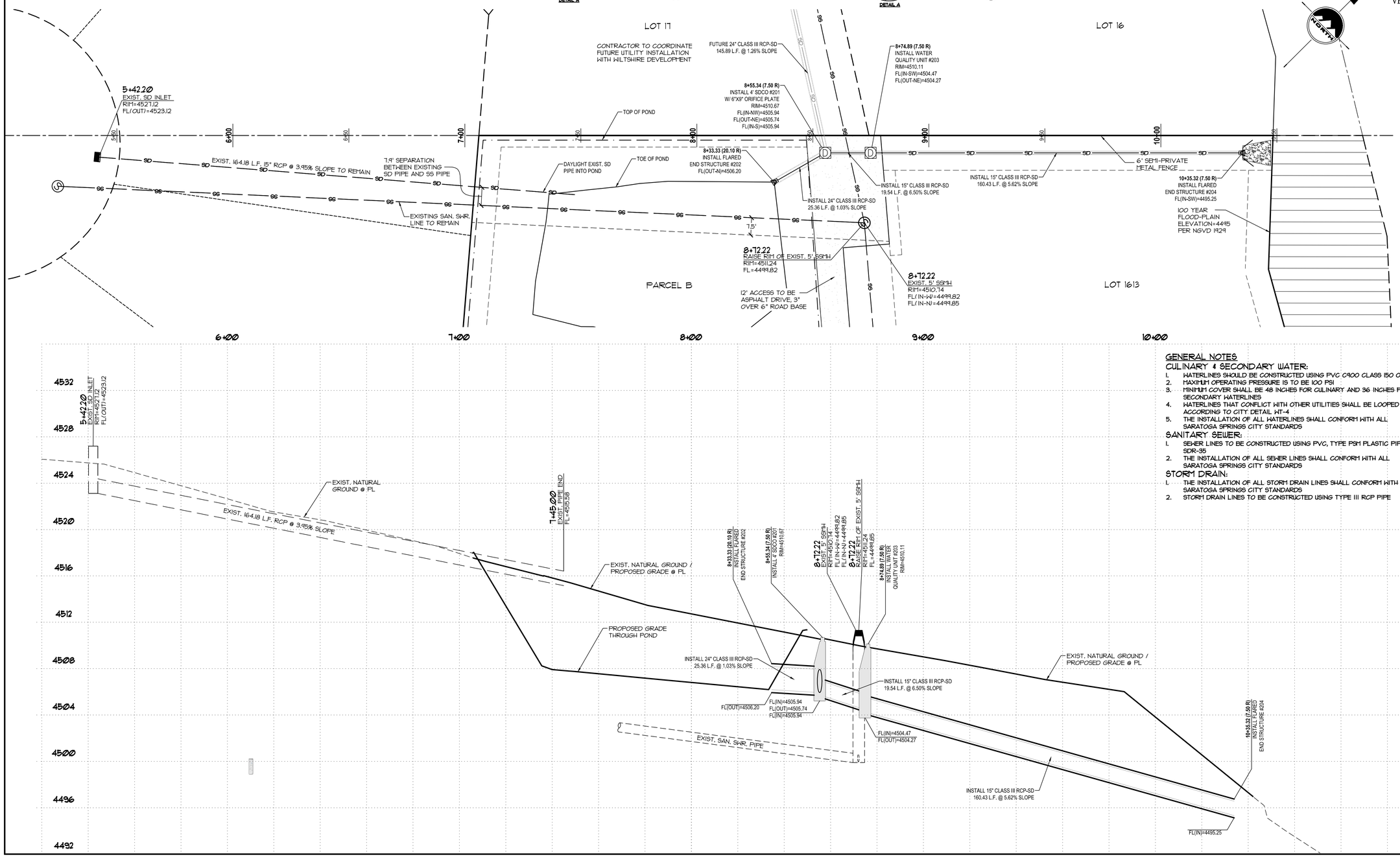


OUTFALL PIPE SIZE	d	W1	W2	H2	ROCK
15" OR LESS	6"	6'	3'	5.5'	d50=3"
24"	8"	12'	6'	8'	d50=6"
48"	12"	29'	14'	24'	d50=6"

A PP2 FLARED END SECTION SCALE: NONE

B PP2 RIPRAP OUTFALL SCALE: NONE

SCALE
HORZ: 1" = 20'
VERT: 1" = 4'



GENERAL NOTES

CULINARY & SECONDARY WATER:

1. WATERLINES SHOULD BE CONSTRUCTED USING PVC C900 CLASS 150 OR 200
2. MAXIMUM OPERATING PRESSURE IS TO BE 100 PSI
3. MINIMUM COVER SHALL BE 48 INCHES FOR CULINARY AND 36 INCHES FOR SECONDARY WATERLINES
4. WATERLINES THAT CONFLICT WITH OTHER UTILITIES SHALL BE LOOPED ACCORDING TO CITY DETAIL WT-4
5. THE INSTALLATION OF ALL WATERLINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS

SANITARY SEWER:

1. SEWER LINES TO BE CONSTRUCTED USING PVC, TYPE PSM PLASTIC PIPE SDR-35
2. THE INSTALLATION OF ALL SEWER LINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS

STORM DRAIN:

1. THE INSTALLATION OF ALL STORM DRAIN LINES SHALL CONFORM WITH ALL SARATOGA SPRINGS CITY STANDARDS
2. STORM DRAIN LINES TO BE CONSTRUCTED USING TYPE III RCP PIPE

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM

FOR:
WARDLEY DEVELOPMENT
5296 SOUTH COMMERCE DR.
MURRAY, UT

CONTACT:
PETER STAKS
PHONE: 801-293-9674
FAX:

SARATOGA SPRINGS 16A

CENTENNIAL STREET
SARATOGA SPRINGS, UTAH

PROFESSIONAL ENGINEER
7699058
BOYD
PREECE
1/17/14
STATE OF UTAH

FOR CONSTRUCTION 1/17/2014

STORM DRAIN PLAN & PROFILE

PROJECT NUMBER	PRINT DATE
U1237	1/17/14
DRAWN BY	CHECKED BY
PROJECT MANAGER D. KINSMAN	

PP-2

ENT 3278:2000 PG 1 of 32
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Jan 12 1:23 pm FEE 0.00 BY SB
RECORDED FOR STATE OF UTAH

AGREEMENT

OF

STIPULATION AND COMPROMISE

REGARDING UTAH LAKE BOUNDARY

This Agreement is entered into on the date of execution shown below between the STATE OF UTAH, by and through the Division of Forestry, Fire and State Lands, hereinafter the DIVISION, and Saratoga Joint Venture and Wardley/McLachlan Development, L.L.C., hereinafter the UPLAND LANDOWNERS.

RECITALS

1. The United States Supreme Court held on June 8, 1987 that the title to the bed of Utah Lake passed to the State of Utah under the equal footing doctrine upon admission of Utah to the United States on January 4, 1896.

2. The State of Utah's ownership and management of the bed of Utah Lake are subject to a duty to preserve and protect the public trust values reserved and established at common law and as established by Article XX of the Utah Constitution and the laws of Utah.

3. The DIVISION is authorized by the provisions of Sections 65A-1-2 and 65-A-10-1, Utah Code Annotated, as the state agency with management authority for the sovereign lands of the State of Utah. The DIVISION has been delegated responsibility to manage sovereign lands in the best interest of the State, and with authority to lease or sell sovereign lands but only quantities and for the purposes that serve the public interest and do not interfere with the public trust of these lands.

4. The DIVISION is further authorized by the provisions of Section 65A-10-3, Utah Code Annotated, to enter into agreements with the owners of lands adjoining navigable lakes for the purpose of establishing the boundaries of the sovereign lands of the State, subject to the requirements for consultation and notice as required by that section.

5. The DIVISION'S statutory predecessor, the Division of State Lands and Forestry, obtained approval of the Board of State Lands and Forestry of the procedures for the resolution of disputes over the location of these boundaries as required by the forgoing statutes.

6. The DIVISION has given notice, as required by the forgoing statutes, to the affected state agencies and to any person with an ownership interest in the lands affected by this Agreement establishing the boundary between the adjoining lands and the sovereign lands. The DIVISION has also consulted with the Attorney General's office concerning this Agreement.

7. The UPLAND LANDOWNERS acknowledge that the DIVISION claims ownership of the sovereign lands of Utah Lake which are those lands lying below the ordinary high water mark as of the date of statehood and owned by the State by virtue of its sovereignty. The DIVISION acknowledges that the UPLAND LANDOWNERS claims ownership of an interest in the lands adjacent and upward of said sovereign lands. The DIVISION'S claim of ownership includes lands lying below the surveyed meander line.

8. The unique historical and physical characteristics of Utah Lake and the lands near the boundary between the sovereign lands and the adjoining lands subject to this Agreement have limited the availability of evidence of any vegetative or erosion line which can now be clearly identified by either party in order to determine the ordinary high water mark for these lands at the

date of statehood.

9. The DIVISION and the UPLAND LANDOWNERS acknowledge that the location of the ordinary high watermark as of the date of statehood is not now known to the DIVISION or to the UPLAND LANDOWNERS and is not now capable of determination or survey by reference to a known monument.

10. The DIVISION and the UPLAND LANDOWNERS acknowledge that the location of the ordinary high water mark may be subject to determination by a proper adjudication of the relevant facts and issues. The parties to this Agreement disagree about the facts and issues relevant to such a determination.

11. The DIVISION and the UPLAND LANDOWNERS acknowledge that the location of the ordinary high watermark, as it may be located upon the lands which are subject to this Agreement, has not been adjudicated or otherwise determined by any judicial authority with jurisdiction to determine such matters.

12. The UPLAND LANDOWNERS claim ownership of the lands adjoining Utah Lake identified as the Saratoga Springs Development and as follows:

OWNERS	PARCEL	INTEREST	SOURCE/DATE
Saratoga Joint Venture	59:001:0005	½ interest -- Fee Simple	Warranty Deed 7/31/95
Wardley/McLachlan Development, L.L.C.	59:001:0005	½ interest -- Fee Simple	Warranty Deed 6/5/96
Saratoga Joint Venture	59:001:0012	½ interest -- Fee Simple	Warranty Deed 7/31/95
Wardley/McLachlan	59:001:0012	½ interest -- Fee Simple	Warranty Deed 6/5/96

Saratoga Joint Venture	59:001:0017	½ interest -- Fee Simple	Warranty Deed 7/31/95
Wardley/McLachlan	59:001:0017	½ interest -- Fee Simple	Warranty Deed 2/21/96
Utah & Salt Lake Canal Co; East Jordan Irrigation Co.; So. Jordan Canal Co.; and No. Jordan Irrigation Co.	.	Easements	Various, as Recorded at the Office of the Utah Utah Co. Recorder

13. The legal boundary of the lands as claimed by the DIVISION and the UPLAND LANDOWNERS is shown on maps and legal descriptions identified as Exhibits A and B to the Record of Decision No. 077 (attached hereto as Exhibit 2).

14. The location of the surveyed meander line, and other topographic information is also shown in Exhibit A2 to the attached Record of Decision No. 077.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND RELEASES OF CLAIMS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The DIVISION releases and quit claims to the UPLAND LANDOWNERS all of its title, ownership, claims, rights, chose in action, rights of way, easements, and all other rights appurtenant or separate to the real property located westward and above the boundary line as described on the attached Exhibit 1, and as proposed in the attached Record of Decision and accompanying Exhibits, subject to adjustment to the upper side of the trail (after construction of the trail) and subject to the reservation of the rights of access to the sovereign lands as set forth in this Agreement.

2. The UPLAND LANDOWNERS release and quit claim to the DIVISION for and on behalf of the STATE OF UTAH all of its title, ownership, claims, rights, chose in action, rights

of way, easements and all other rights appurtenant or separate to the real property located eastward and below the proposed boundary line as described on Exhibit 1 hereinafter, and as proposed in the attached Record of Decision, No. 077 (Exhibit 2).

3. The lands released and compromised by the UPLAND LANDOWNERS to the DIVISION by the terms of this Agreement shall be sovereign lands subject to the rights of the public to access the lands and to use the lands in manners consistent with the public trust. The UPLAND LANDOWNERS agree to provide and maintain public access through their property to sovereign lands by dedication of easements to the public as recorded in the Saratoga Springs Subdivision Plat and other such easements described in attached Record of Decision to include; restrooms, parking, fishing pier and bird-viewing tower. The UPLAND LANDOWNERS also agree to construct and maintain a public trail which will be located near the sovereign lands boundary. When the construction of the trail is completed, the sovereign land boundary will be the upper (landward) side of the trail and the legal description will be adjusted by survey if necessary. This Agreement is subject to the rights, if any, of the holders (listed in Paragraph 12 of RECITALS hereof) of any unrelinquished easements for the abandoned canal.

NOTE

4. This Agreement is entered into in lieu of and under the threat of litigation to determine the location of the boundary between the sovereign lands and the adjoining lands. These parties reaffirm the facts as set forth in the recitals to this Agreement. It is understood that each party may claim boundaries that are different than the boundary line agreed to in this Agreement. This boundary is intended by the parties to reasonably approximate the boundary of the sovereign lands at the date of statehood based on the facts and arguments of the parties to this Agreement and based on the facts and arguments contained in the attached Record of Decision and

accompanying Exhibits.

5. This Agreement is only intended to resolve the dispute between these parties with regard to the boundary between the properties. Any use of sovereign lands by the UPLAND LANDOWNERS including the encroachment upon sovereign lands by the existing Saratoga Boat Launch and Harbor will need to be resolved with the State by separate agreement. It is agreed that the UPLAND LANDOWNERS will construct and maintain a new public marina and harbor near the southern end of its development. Said new harbor and marina must be constructed to the State's satisfaction prior to the issuance of any future separate lease agreements between the DIVISION and the UPLAND LANDOWNERS for use of the existing harbor. The new public marina will include, at a minimum, restrooms, parking area and a boat ramp. The statements or agreements herein are not intended to pertain to the location of the ordinary high watermark on other areas of Utah Lake or in other disputes. The State reserves the right to dispute the location of the ordinary high watermark at other locations in other litigation with these or other parties. Any statements or agreements herein are for settlement purposes only and are not admissible as statements of fact or policy in any other litigation between the DIVISION and UPLAND LANDOWNERS pertaining to the boundary of Utah Lake or otherwise.

6. This Stipulation and Compromise Agreement shall be binding upon the heirs and assigns of the parties to this Agreement and shall be recorded at the office of the Utah County Recorder and is understood and intended to run with the land. This Agreement shall be effective upon execution by the State of Utah, Division of Forestry, Fire and State Lands.

STATE OF UTAH
DIVISION OF FORESTRY, FIRE AND STATE LANDS

BY Arthur W. DuFault
ARTHUR W. DuFAULT, DIRECTOR

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 4 day of January, ~~1999~~ 2000, personally appeared before me ARTHUR W. DuFAULT, Director of the Division of Forestry, Fire and State Lands, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he executed the same on behalf of said Division.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this 4 day of January, ~~1999~~ 2000.

NOTARY PUBLIC
ANN B. PRICE
1594 W. No. Temple #3520
Salt Lake City, UT 84114
My Commission Expires
January 25, 2003
STATE OF UTAH

Ann B Price

My Commission Expires:
1-25-03

NOTARY PUBLIC In and For the State of Utah
County of Salt Lake

UPLAND LANDOWNERS:

SARATOGA JOINT VENTURE

BY: MICHAEL DORTCH,

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 14th day of September, 1999, personally appeared before me MICHAEL DORTCH, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he is the Partner of Saratoga Joint Venture and that executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this 14th day of September, 1999.

My Commission Expires:
December 12, 2001

NOTARY PUBLIC In and For the State of Utah,
County of Utah.

JO ANN B NICHOLES
NOTARY PUBLIC · STATE of UTAH
120 N W STATE RD #119
AM.FORK, UT. 84003
COMM. EXP. 12-12-2001

UPLAND LANDOWNERS:

SARATOGA JOINT VENTURE

BY: WILLIAM DOUGLAS HORNE

STATE OF UTAH)
ss.
COUNTY OF ~~SALT LAKE~~ Utah)

On this 30 day of September, 1999, personally appeared before me WILLIAM DOUGLAS HORNE, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he is the Member/Manager of DOUMAR, a general Partner of Saratoga Joint Venture and that executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this 30 day of September, 1999.

Shelly C. Mitchell
NOTARY PUBLIC In and For the State of Utah,
County of Utah.

My Commission Expires:
Jan. 26, 2002

Notary Public
Shelly C. Mitchell
2750 N. University Ave., Suite 100
Provo, Utah 84604
My Commission Expires
January 26, 2002
State of Utah

UPLAND LANDOWNERS:

WARDLEY/McLACHLAN, L.L.C.

BY: LYNN E. WARDLEY,

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 14th day of September, 1999, personally appeared before me

LYNN E. WARDLEY, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he is the Member/Manager of Wardley/McLachlan, L.L.C. executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this 14th day of September, 1999.

My Commission Expires:

December 12, 2001

NOTARY PUBLIC In and for the State of Utah, County of Utah.

JO ANN B NICHOLES
NOTARY PUBLIC · STATE of UTAH
120 N W STATE RD #119
AM.FORK, UT. 84003
COMM. EXP. 12-12-2001

UPLAND LANDOWNERS:

WARDLEY/McLACHLAN, L.L.C.

BY: SCOTT C. McLACHLAN,

STATE OF UTAH)
ss.
COUNTY OF)

On this 14th day of September, 1999, personally appeared before me SCOTT C. McLACHLAN, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he is the _____ of WARDLEY/McLACHLAN, L.L.C., and that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed my notarial seal this 14th day of September, 1999.

My Commission Expires:

12/12/2001

NOTARY PUBLIC in and for the
State of Utah, County of Utah.

JO ANN B NICHOLES
NOTARY PUBLIC · STATE of UTAH
120 N W STATE RD #119
AM.FORK, UT. 84003
COMM. EXP. 12-12-2001

UPLAND LANDOWNER:

SARATOGA JOINT VENTURE/
WARDLEY/McLACHLAN, L.L.C.

MICHAEL DORTCH

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 14th day of September, 1999, personally appeared before me MICHAEL DORTCH, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he executed the same on behalf of said Saratoga Joint Venture/Wardley/McLachlan, L.L.C.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed

my notarial seal this 14th day of September, 1999.

My Commission Expires:

December 12, 2001

NOTARY PUBLIC, In and for the
State of Utah, County of Utah.

JO ANN B NICHOLES
NOTARY PUBLIC · STATE of UTAH
120 N W STATE RD #119
AM.FORK, UT. 84003
COMM. EXP. 12-12-2001

UPLAND LANDOWNER:

SARATOGA JOINT VENTURE/
WARDLEY/McLACHLAN, L.L.C.

LYNN E. WARDLEY

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 14th day of September, 1999, personally appeared before me LYNN E. WARDLEY, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that he executed the same on behalf of said Saratoga Joint Venture/Wardley/McLachlan, L.L.C.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this 14th day of September, 1999.

My Commission Expires:

December 12, 2001

NOTARY PUBLIC, In and for the
State of Utah, County of Utah.

JO ANN B NICHOLES
NOTARY PUBLIC · STATE of UTAH
120 N W STATE RD #119
AM.FORK, UT. 84003
COMM. EXP. 12-12-2001

EXHIBIT 1

Saratoga Springs Development, L.L.C. Phase III Agreed Boundary

Commencing at a point on the approximate centerline of an existing canal and a Stipulation and Compromise Line mutually agreed upon with the State of Utah, said point being located S 89°38'49" E 1185.54 feet from the northwest corner of Section 1, Township 6 South, range 1 West, SLB&M; thence along said canal and Compromise Line the following 21 courses and distances; S 58°40'50 E, 225.39 feet; thence S 47°44'15" E, 681.01 feet; thence S 24°26'38" E, 543.74 feet; thence S 04°33'01" E, 289.91 feet; thence S 34°36'14" E, 278.22 feet; thence S 38°01'08" E, 418.88 feet; thence S 07°33'33" E, 212.85 feet; thence S 28°31'07" E, 249.24 feet; thence S 03°56'43" E, 29.07 feet; thence S 09°20'47 W, 406.40 feet; thence S 03°16'30" E, 367.60 feet; thence S 06°42'35" E, 256.76 feet; thence S 13°41'02" E, 118.36 feet; thence S 44°11'30" E, 801.94 feet; thence S 38°15'09" E, 439.33 feet; thence S 44°44'47" E, 639.23 feet; thence S 49°58'11" E , 783.59 feet; thence S 37°45'47" E, 269.43 feet, thence S 22°55'06" E, 590.62 feet; thence S 28°15'56" E, 663.06 feet; thence S 40°15'52" E, 264.60 feet; to the intersection with the extension of the east line of section 12, Township 6 South, Range 1 West, said east line also being the easterly boundary of the subject property.

EXHIBIT

1

RECORD OF DECISION

RECORD NUMBER: 99-0128 077

DATE OF EXECUTION: 3/8/99

UTAH LAKE BOUNDARY AGREEMENT NO: 077

UPLAND LAND OWNER:

CERTIFIED MAIL NO: _____

Saratoga Springs Development, L.L.C.
6394 North 10800 West
P.O. Box 35
Lehi, Utah 84043

Wardley/McLachlan Development, L.L.C.
Saratoga Joint Venture
P.O. Box 35
Lehi, Utah 84043

AFFECTED PARTIES & ADJACENT LANDOWNERS:

George & Mary Vosnos
3344 South 8525 West
Magna, Utah 84044-2713

Utah Lake Irrigation Company
c/o Sherwin Allred
115 South State # 202
Orem, Utah 84097-8235

EXHIBIT
2

Plum Tree Corporation
c/o Saratoga Springs Development
P. O. Box 35
Lehi, Utah 84043

Robert C. Beverly
8020 North 9550 West
Lehi, Utah 84043-3139

DESCRIPTION OF LANDS DIRECTLY AFFECTED:

This Record of Decision affects the sovereign land immediately adjacent to the upland property owned by Saratoga Springs Development, L.L.C. & Wardley/McLachlan Development L.L.C. as depicted on the attached maps **(Exhibits A1 and A2)** and identified by the following parcel designation:

Utah County Tax ID Number: 59:001:0011, 59:001:0005, 59:001:0012, and 59:012:0001

REQUESTED/PROPOSED ACTION

Approval of an agreement to determine the boundary between the sovereign lands of the State of Utah around Utah Lake and the lands owned by Saratoga Springs Development L.L.C. & Wardley/McLachlan Development L.L.C., hereinafter referred to as Phase III and the owners simply as "Saratoga". The general location of the agreement is the northwestern shore of Utah Lake (see "Subject" arrow on **Exhibit A1**).

I. RELEVANT FACTUAL BACKGROUND

A. Description of the Adjoining Land

The Property owned by Saratoga is located adjacent to Utah Lake, approximately 2 miles south of the Utah Lake/Jordan River Pump Station on the west side of the lake, and southward (see Exhibit A2) . The property is the third phase of a comprehensive development being undertaken by Saratoga Springs Development. This phase will include a golf course, marina, residential, fishing pier, bird watch tower, public restrooms and public parking along with other improvements. The shoreline in this area is heavily vegetated with wetland species including canary reedgrass, cattail and bulrush. Immediately above the shoreline are the remains of an old canal which carried water to the Jordan River during extremely low lake levels. This canal extended from Pelican Point to the Jordan River inlet and is still visible in many locations along its original course. Although cultivation has occurred on much of the adjoining property, grazing has been the prominent use in recent years. Crops were cultivated to the north until displaced by recent development. The photographs included in Exhibit D characterize the existing shoreline of the area.

B. Description of the Land and Current Uses

The Phase III property contains remnants of several old foundations and buildings which are likely old homesteads and farms. A steep escarpment is present on the

lakeward side of the property. The escarpment drops off sharply to the old canal which is typically filled with water and contains obvious wetland features. The shoreline below the canal is covered with heavy stands of very tall canary reedgrass (*Phragmites),* cattail, bulrush and tamarisk. The area is heavily use buy waterfowl as well as upland game species. It is common to observe Deer, Red Fox, Coyote and a variety of song birds in the area. The area has traditionally been used for waterfowl and upland game hunting as well as fishing. The meander line below the Phase III property is generally located above the canal and compromise elevation through the entire property.

C. Description of the Proposed Boundary Line

(To be provided by Hubble Engineering)

II. CRITERIA/CHECKLIST FOR EVALUATION (RULE, POLICY, ETC.)

A. Limitations of the Public Trust.

At common law, lands beneath navigable waters could not be owned privately but were considered to be held by the sovereign in public trust for the benefit of the community. It was early held by the United States Supreme Court that such lands and waters were not granted by Constitution to the United States but were reserved to the states.

In order to place Utah on an "equal footing" with the existing states, title to the land beneath lakes and streams capable of navigation were among the rights of sovereignty confirmed upon the State of Utah at the time of statehood. These "sovereign lands" are therefore established under the United States Constitution as lands of the State subject to a common law trust obligation to the public.

Article XX of the Utah Constitution confirms the public trust nature of these lands by declaring that all lands of the state "are hereby accepted and declared to be the public lands of the state and shall be held in trust for the people,... to be disposed of as may be provided by law, for the respective purpose for which they have been... acquired."

The limitations and purpose of the public trust which constrain the use and disposal of sovereign lands has been elaborated by federal and state case law. The basic issues affected by the public trust doctrine are (1) determination of the sovereign lands boundary; (2) nature of the public trust limitations on use of sovereign lands; and (3) conditions permitting disposal.

1. **Determination of sovereign lands boundary.** The question is one of fact based upon evidence of the ordinary high water mark as of the time of statehood. There area a variety of factors or tests employed for this purpose including the following:

   a. A mark impressed on the land by the waters' effect upon the soil so as to deprive it of vegetation and its value for agriculture, Provo v. Jacobson, 176 P.2d 130 (Utah 1947).

   b. Water elevation data in the absence of other data, U. S. v. Cameron, 466 F. Supp. 1099 (M.D. Fla. 1978).

   c. The surveyed meander line, if no other information is adequate, Utah v. United States, 403 U.S. 9 (1971).

   d. On Utah Lake an additional factor affecting the sovereign land boundary is the federal reservation of land below the meander line for reservoir purposes. This was the basis of the federal claim of ownership in Utah v. U.S., supra. The land that may lie below the meander line and above the high water mark may be subject to the federal claim.

2. **Nature of the public trust limitations on use.**

   a. "[T]itle is held in trust for the people [present and future generations] of the State that they may enjoy the navigation of the waters, carry on commerce over them, and have liberty of fishing therein freed from the obstruction or interference of private parties" Illinois Central Railroad v. Illinois, 146 U.S. 387 at 452.

   b. **The state does not have the power to abdicate its role as trustee in favor of private parties,** Illinois Central, supra.

   c. Public uses include **recreation,** NPCA v. Board of State Lands, 215 Utah Adv. Rep. 21 (1993); Arizona Center for Law in the Public Interest v. Hassell, 837 P.2d 158 (Ariz. 1991); **preservation,** NPCA, supra; State v. Lyon, 625 P.2d 239 (Cal.1981); National Audubon Society v. Superior Court, 33 Cal. 3d 419 (1983); and **public access,** Mathews v. Bay Head Improvement Assoc., 471 A.2d 355 (N.J. 1984).

3. **Conditions permitting disposal.** Sovereign lands can never be sold except to promote the interest of the public therein (purposes consistent with the public's right of use and enjoyment of the sovereign lands and waters) without any

substantial impairment of the public interest in the lands and waters remaining. Illinois Central, supra; Arizona v. Hassell, supra.

III. Constitutional Limitations.

As discussed in the prior section, the Utah Constitution requires that the sovereign lands "shall be held in trust for the people, ... to be disposed of as may be provided by law, for the respective purposes for which they have been ... acquired." This limitation imposes obligations on the use of the lands as well as their disposal. See NPCA v. Board of State Lands, 215 Utah Adv. Rep. 21 (1993).

To date, the nature of the Utah Constitution's limitations appear to be similar to the public trust limitations.

A. Statutory Authority.

The authority of the Division of Forestry, Fire and State Lands to be responsible for policy for management of the sovereign lands is set forth in Utah Code Ann. 65-1-2. The authority for the Division to manage sovereign lands is set out in Utah Code Ann. 65A-1-4, 65A-2-1, and 65A-10-1.

The Division is required by Utah Code Ann. 65A-2-2 to develop planning procedures for natural and cultural resources. Utah Code Ann. 9-8-301 et seq. requires that the state protect paleontological, archeological, and cultural resources and Indian burial sites on sovereign lands.

The authority under Utah Code Ann. 65A-10-1 to sell or lease sovereign land is subject to "quantities and purposes that serve the public interest and do not interfere with the public trust."

The authority of the Division to establish boundaries is set forth in Utah Code Ann. 65-10-3 which provides:

1. The division, after consultation with the attorney general and affected state agencies, shall develop plans for the resolution of disputes over the location of sovereign land boundaries.

2. The division, after notice to affected state agencies and any person with an ownership interest in the land, may enter into agreements with owners of land adjoining navigable lakes and streams to establish sovereign land boundaries.

On July 21, 1993, pursuant to the authority of this statute, a plan was approved for the establishment of the sovereign land boundary for Utah Lake. The plan included a settlement agreement and information packet to be distributed to the landowners.

The resolution process requires that the Division meet with the adjoining land owners and that, if possible, a proposed boundary agreement be reached which is then the basis for a written decision document (Record of Decision). This proposed decision is subject to notice to the public, to adjacent land owners and to affected state agencies. Accordingly, this Record of Decision (ROD) will be distributed to the public, the state agencies and owners. If any parties file a petition for review, this agreement will be subject to review by the Division for consistency with the statute, rule and policy.

IV. EVALUATION OF FACTS

A. Boundary Location.

Saratoga has agreed to settle the boundary at a location which has been mutually agreed by the State which generally follows the center of the existing canal that traverses the property and to utilize this boundary as the permanent boundary between public and private property. Saratoga further agrees to construct and maintain, at its own expense, a public walking trail along the entire length of Phase III. This trail will connect with a similar trail which will is being constructed through Phase II. Once the trail is completed, the ownership boundary will be relocated to the upper side of the trail and any private land located above the agreed boundary as described in this document will be donated to the State. Although the trail will eventually be located entirely upon State land, Saratoga agrees to maintain the trail through perpetuity. The location of the proposed agreed boundary is depicted on Exhibit B.

Saratoga also agrees to construct and maintain a public marina, fishing pier, bird-watch tower, public parking and public restrooms on the Phase III property. In exchange for the construction and maintenance of the new marina, the State agrees to issue a lease to Saratoga for use of the existing marina located on the northern end of the development for exclusive use by Saratoga resident. Such exclusive use will only apply to boat launching and use of improvements installed by Saratoga. The public will retain it's right to access the marina below the agreed ownership boundary for fishing and other water related uses but will not be allowed to trespass across private property without permission.

The location of the agreed boundary is near the toe of an escarpment which is located above an abandoned canal. The construction of the canal changed the natural character of the shoreline along this portion of the lake making natural features difficult to

identify. Because of this, no high water mark is discernible on the surface. It is not likely that the ordinary high water mark at the time of Statehood was above the toe of the escarpment in this area, however. Given the lack of any discernible vegetation line, shore line or other means of determining the ordinary high water mark, the boundary between the Saratoga property and sovereign lands is proposed to be the agreed line.

The Proposed Agreement of Stipulation and Compromise regarding Utah Lake Boundary is attached to this ROD as **Exhibit C.** The agreement provides that the boundary between the sovereign lands and property belonging to Saratoga is the agreed boundary as described by the survey.

B. Access.

Access to the sovereign lands along the described boundary is available from the lake and has not been possible from the upland side without permission from the private property owners. Future access will be available through public access points which will be established at various locations along the property, including the marina. The public trail will also provide pubic access along the shoreline. The upland side of the trail will be the sovereign land boundary. The State does not assert public access across or upon upland private property except as provided by the trail and public access points.

C. Authority for agreement.

The proposed agreement has been pursued according to the plan for resolution of the sovereign lands boundary approved by the board on July 21, 1993. The owners of the adjacent properties, affected state agencies and the public will be advised that this decision document is complete and available for review. This will satisfy the requirements of the plan, as set forth, and Utah Code Annotated 65A-10-3.

This proposed boundary line is supportable based on historical evidence and based on the elevation changes and the differences in vegetation. The possible sovereign land values are all within the land and water below this line.

V. CONCLUSION/ACTION

Based upon the above analysis, the Division determines that the boundary between sovereign lands should be established between the bed of Utah Lake and the upland lands as set forth in this agreement, and as shown on the attached exhibits to this document. The Division shall execute the attached Agreement of Stipulation and Compromise

between the Division of Forestry, Fire and State Lands and Saratoga Springs Development, L.L.C. & Wardley/McLachlan Development, L.L.C. with the purpose of finally and fully resolving the boundary between the sovereign lands and the adjoining upland land owner.

VI. ADMINISTRATIVE APPEALS

A. Parties having an interest in this action may file a petition for administrative review by the director of the Department of Natural Resources. Said petition must be in writing and shall contain:

1. the statute, rule, or policy with which the division action is alleged to be inconsistent;
2. the nature of the inconsistency of the division action with the statute, rule or policy;
3. the action the petitioner feels would be consistent under the circumstances with statute, rule or policy; and
4. the injury realized by the party that is specific to the party arising from division action. If the injury identified by the petition is not peculiar to the petitioner as a result of the division action, the director will decline to undertake consistency review.

Said petition must be received by the Director of the Division of Forestry, Fire and State Lands by 5:00 p.m. on 3/31/99.

APPROVED BY:

ARTHUR W. DUFAULT, DIRECTOR
DIVISION OF FORESTRY, FIRE
AND STATE LANDS

DATE: 3/8/99

PREPARED BY:

RICHARD J. BUEHLER
WASATCH FRONT AREA MANAGER

DATE: 3/8/99

REVIEWED BY:

STEPHEN G. BOYDEN
ASSISTANT ATTORNEY GENERAL

DATE: 3/8/99

LIST OF EXHIBITS

A. PROPERTY LOCATION MAPS

A1. GENERAL LOCATION ON UTAH LAKE SHORELINE

A2. PARCEL(S) LOCATION

B. LOCATION OF PROPOSED BOUNDARY LINE

C. PROPOSED AGREEMENT OF STIPULATION AND COMPROMISE

D. PHOTOGRAPHS

EXHIBIT A

PROPERTY LOCATION MAPS

Utah Lake
Subject Parcel(s) Location

Utah Dept. of Natural Resources
Div. of Forestry, Fire & State Lands

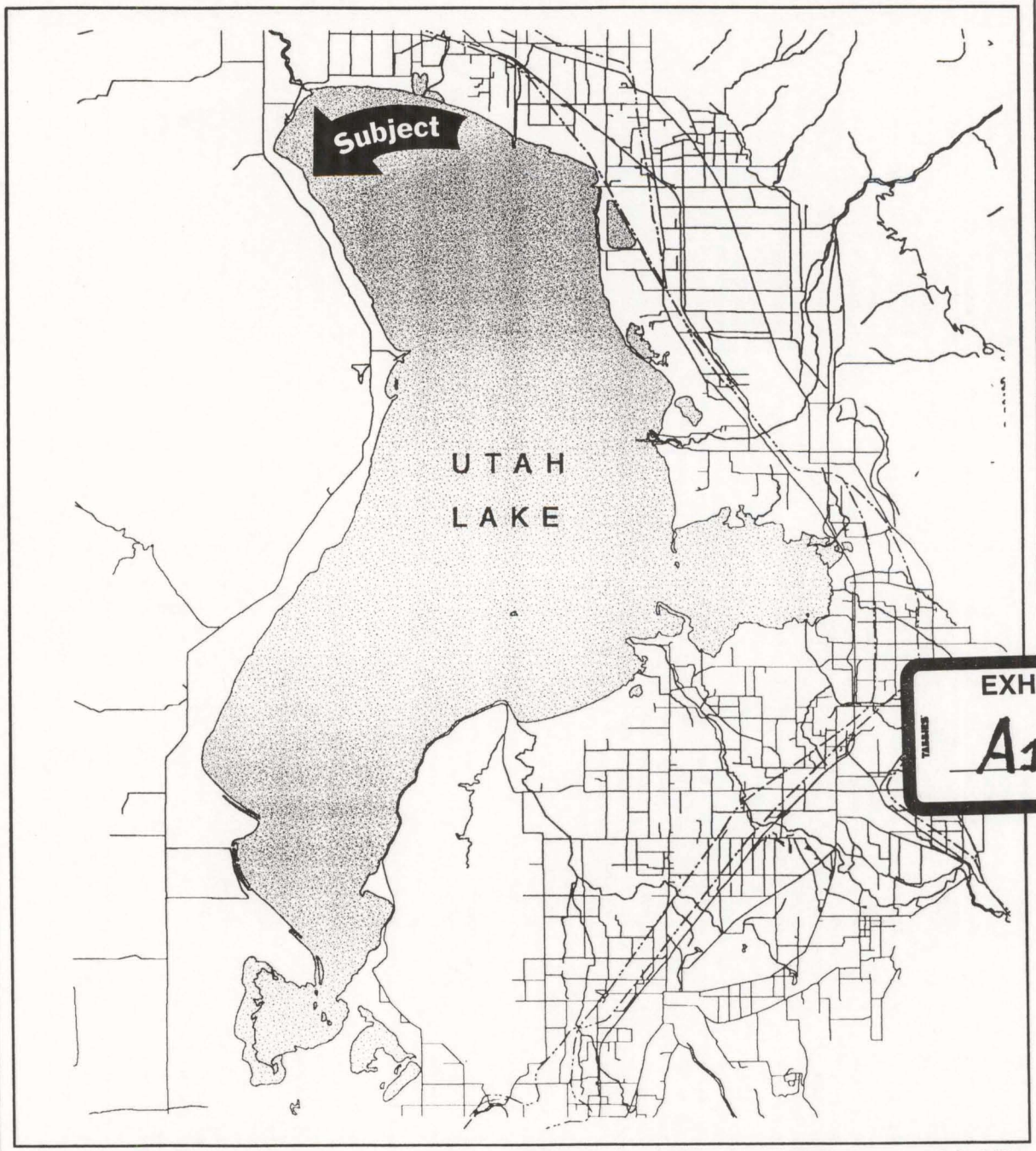


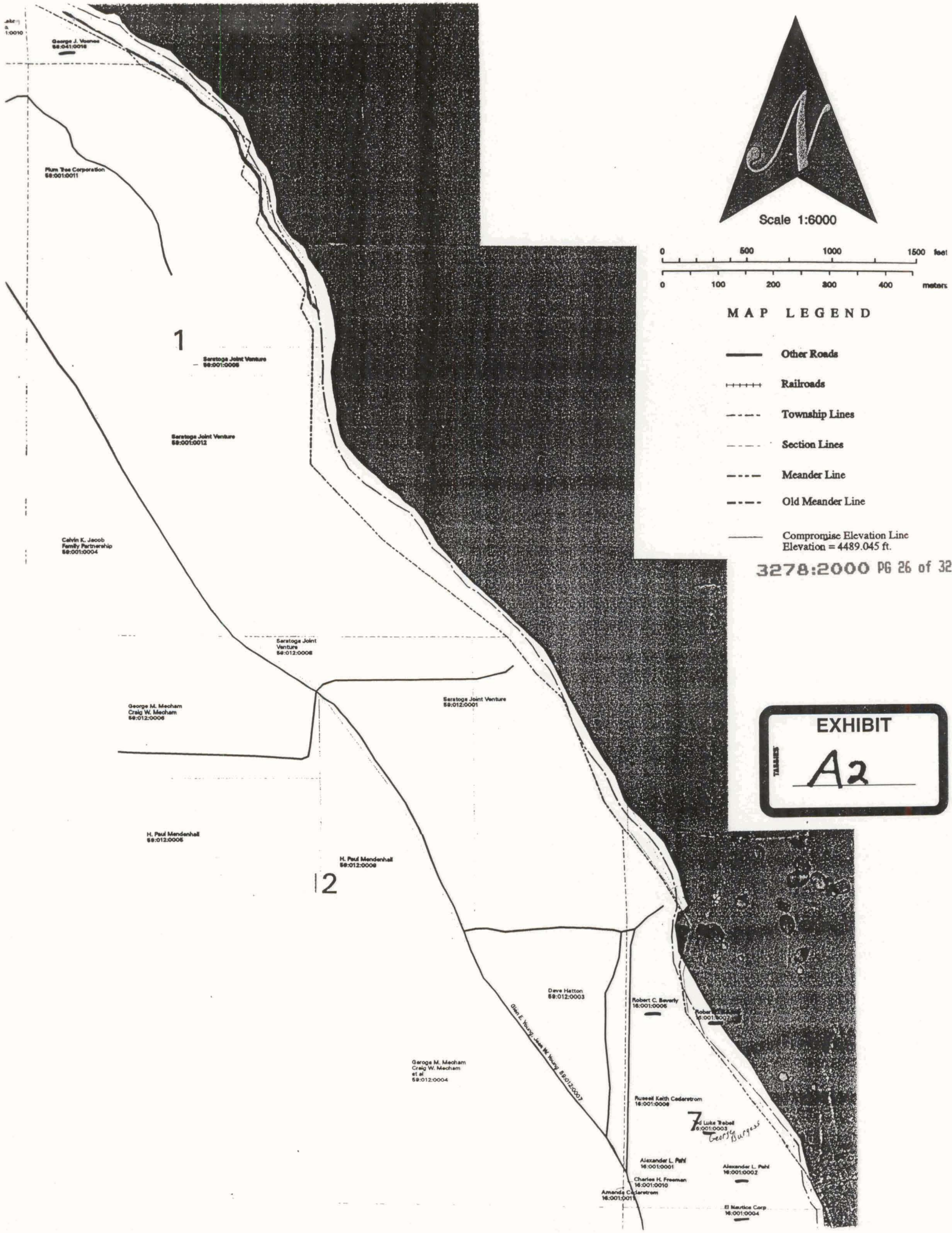
EXHIBIT
A1

Roads
Railroads
Water Courses
Water Bodies

3.3 0 3.3 6.6 Miles

N

May 1997



3278:2000 PG 26 of 32

EXHIBIT

A2

EXHIBIT B

MAP OF PROPOSED BOUNDARY

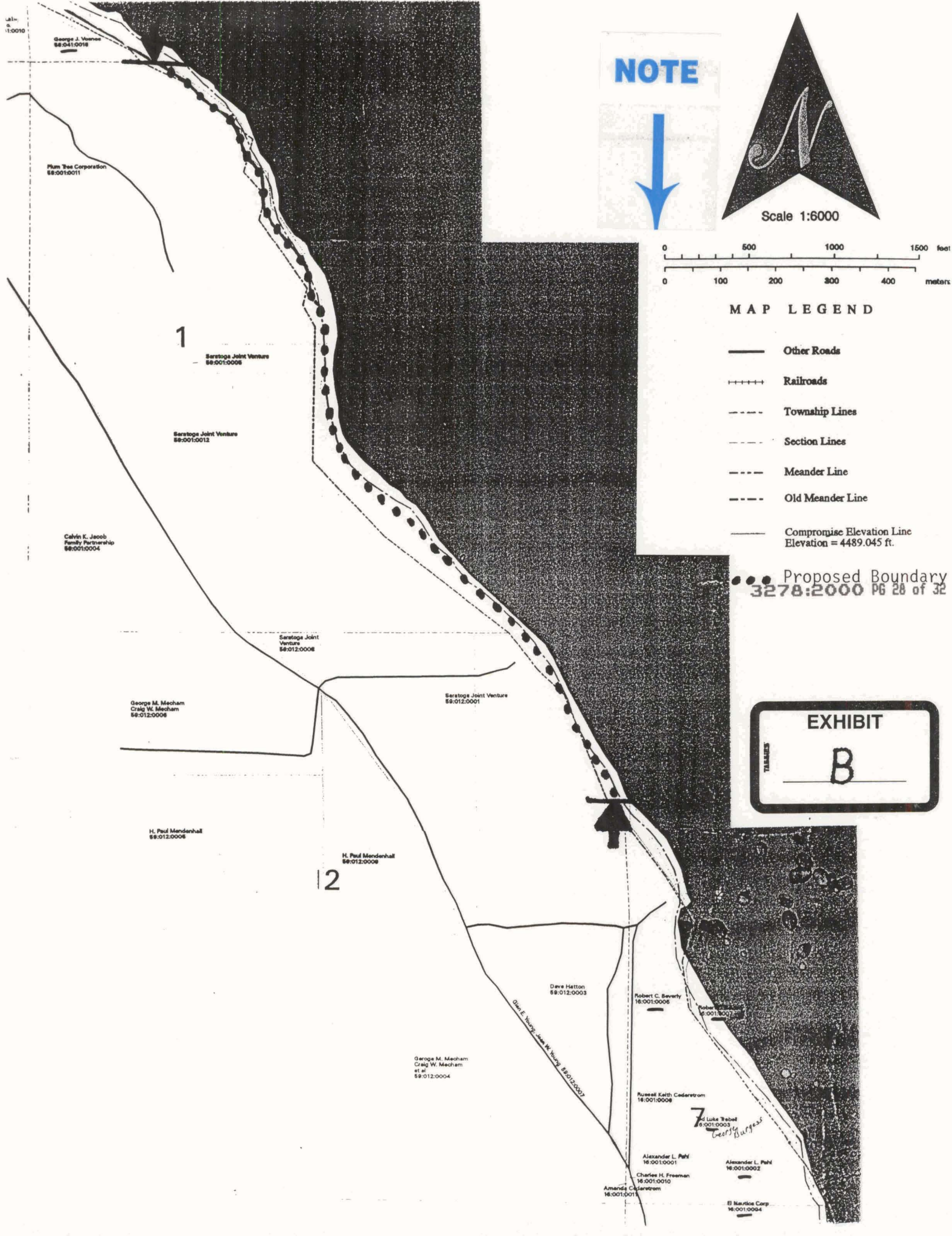

NOTE
Scale 1:6000
0 500 1000 1500 feet
0 100 200 300 400 meters
MAP LEGEND
Other Roads
Railroads
Township Lines
Section Lines
Meander Line
Old Meander Line
Compromise Elevation Line
Elevation = 4489.045 ft.
Proposed Boundary
3278:2000 PG 28 of 32
EXHIBIT
B
1
2
7
George J. Voorhees
Plum Tree Corporation
Saratoga Joint Venture
Calvin K. Jacob Family Partnership
George M. Mecham Craig W. Mecham
H. Paul Mendenhall
Dave Hatton
Robert C. Beverly
Russell Keith Cederstrom
Alexander L. Pahl
Charles H. Freeman
Amanda Cederstrom
El Nautica Corp

EXHIBIT C

AGREEMENT OF STIPULATION & COMPROMISE

EXHIBIT D

PHOTOGRAPHS

Proposed site of the new public marina to be constructed by Saratoga.

Looking northwest from near the southern boundary of the Saratoga III parcel.

Looking southeast from near northern boundary of Saratoga III. Proposed boundary is near the center of the abandoned canal.

Looking north from approximately the center of the Saratoga III parcel.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Harvest Point Commercial
Preliminary Plat
February 18, 2014
Public Meeting

Report Date:	February 6, 2014
Applicant/Owner:	Ken Berg / ATC Investors
Location:	Southwest corner of Redwood Road and Spring Hill Drive
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	58-023-0219; 8.81 acres
Parcel Zoning:	Regional Commercial (RC)
Adjacent Zoning:	Regional Commercial and Agricultural (east); Mixed Use (south); Agricultural (north); Medium and High Density Residential (west)
Current Use of Parcel:	Vacant
Adjacent Uses:	Medium and High Density Residential (west); Commercial (south); Undeveloped (north)
Previous Meetings:	July 8, 2008 City Council, Jan. 23, 2014 Planning Commission
Previous Approvals:	2008 Concept Plan Review
Land Use Authority:	City Council
Future Routing:	Public meeting with City Council for Final Plat
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for Preliminary Plat approval for an 8.81 acre 8 lot commercial subdivision.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed final plat at their discretion, and choose from the options in Section "I" of this report. Options include a motion for approval as proposed, a motion to continue the item to gather additional supportive information, or a motion for a denial based on non-compliance with findings of specific criterion.

B. Background:

The concept plan associated with this plat was reviewed by the Planning Commission (10/24/13) and the City Council (11/12/13). The concept plan showed 8 commercial/office buildings for a total of 62,790 square feet.

The previous Concept Plan reviewed in 2008 incorporated 9.13 acres and had 10 commercial buildings with approximately 40,000 square feet.

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

C. Specific Request:

The 8.81 acre property is zoned Regional Commercial (RC). The proposed 8 lot Preliminary Plat will facilitate commercial and office development permitted in the RC zone. Once a subdivision is approved, developers will have to obtain Site Plan approval through separate applications prior to constructing any buildings.

D. Process:

Per section 19.12.03 of the City Code, all subdivisions must receive a Preliminary Plat approval. An application for a Preliminary Plat shall follow the approved City format. Subdivisions are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for subdivision approval involves a formal review of the Preliminary Plat by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The Planning Commission held a public hearing on January 23, 2014. The City Council reviews the Preliminary Plat in a public meeting and formally approves the Preliminary Plat. Final Plats are reviewed and approved by the City Council in a public meeting.

E. Community Review:

Per 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 comment regarding this application.

F. Review:

The requirements of Preliminary Plat review are found in Section 19.12.03(2) of the City Code. The Harvest Point Preliminary Plat was reviewed within the context of all these and other pertinent sections of the City Code. An in-depth review of code requirements within the context of the provided Preliminary Plat is found in Section "H" of this report.

G. General Plan:

The site is designated as Regional Commercial on the adopted Future Land Use Map. The General Plan states that areas designated as Regional Commercial *"areas are to be located in close proximity to substantial roadways, careful consideration shall be given to the arrangement of structures and other improvements along those corridors."* The proposed subdivision is in alignment with the policies of the General Plan as it will facilitate future commercial growth along Redwood Road.

H. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria are pertinent requirements for Preliminary Plats listed in Sections 19.12 (Subdivision Requirements) and 19.04.22 (Regional Commercial Requirements) of the City Code.

Permitted or Conditional Uses: complies. Section 19.04.22(2 & 3) lists all of the permitted and conditional uses allowed in the RC (Region al Commercial) zone. The Preliminary Plat appears to provide commercial building lots that will support permitted and conditional uses for the Regional Commercial zone. All future development on the proposed commercial lots will be reviewed under separate applications through the Site Plan review and approval process. Businesses falling under the Conditional Use category will be reviewed according the Conditional Use process and standards in the Code at the time of application.

Minimum Lot Sizes: complies. 19.04.22(4) states that the minimum lot size for commercial lots is 20,000 square feet. The smallest lot shown on the Preliminary Plat is 30,000 square feet (Lot #2)

Setbacks and Yard Requirements: complies. Section 19.04.22(5) outlines the setbacks required by the RC zone. These requirements are:

> **Front:** Not less than twenty feet.
>
> **Sides:** Thirty feet where adjacent to a residential or agricultural zone, twenty feet when adjacent to all other zones. The City Council may reduce the side setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. In the event that a property is located adjacent to another property that is currently zoned Agricultural but is designated as Regional Commercial on the Land Use Map of the Land Use Element of the General Plan, the setback shall be ten feet.
>
> **Rear:** Twenty feet for all uses except where a rear yard is located adjacent to a residential or agricultural zone. In those cases, the rear yard shall be increased to thirty feet. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of forty feet. The City Council may reduce the rear setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property.
>
> **Other general requirements:** In addition to the specific setback requirements noted above, no building shall be closer than five feet from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

Review of these requirements will be conducted at the time of Site Plan application; however, the concept plan associated with this Preliminary Plat provided evidence that the proposed lots will support viable commercial options that can comply with the required setbacks.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 provides the parking requirements for commercial uses that could locate within this development. Specific parking requirements will be determined once specific uses are provided during Site Plan application; however, it appears that the size of commercial lots will provide adequate area to accommodate most commercial uses.

Vehicular safety in regard to the new driveway access onto Redwood Road was brought up during the Concept Plan review. The applicant has received preliminary approval from UDOT to provide an additional access from this development to Redwood Road. It appears from the Access Approval Letter (attached to this report) that this is an unrestricted access; meaning there is no requirement at this time for a raised median in Redwood Road. After additional safety concerns raised by the Planning Commission, staff contacted UDOT. UDOT response to the City's safety inquiry was, *"we have no safety concerns with the new drive."*

I. Recommendation and Alternatives:

After evaluating the required standards for Preliminary Plats located in an RC zone, staff recommends that the City Council review the proposed Preliminary Plat application, discuss any public input received, and at their discretion choose from the options below.

Recommended Motion:

"Based upon the evidence and explanations received today, I move to approve the Harvest Point Preliminary Subdivision Plat on property generally located on Southwest corner of Redwood Road and Spring Hill Drive, with the findings and conditions below:

Findings:
The criteria, analysis, and conclusions in Section "H" of this report are incorporated herein as findings of the City Council.

Conditions:
1. That per Section 19.12.02(5) of the City Code, the Preliminary Subdivision Plat shall remain valid for twenty-four months form the date of City Council approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extensions must be requested within twenty-four months of site plan/Subdivision approval and shall not exceed twelve months."
2. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
3. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
4. Any other conditions as articulated by the City Council:

_____
_____
_____
_____

Alternative Motions:

Alternative Motion A
"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

_____
_____
_____
_____

Alternative Motion B
"Based upon the evidence and explanations received today and the following findings, I move to deny the Harvest Point Preliminary Subdivision Plat on property generally located on Southwest corner of Redwood Road and Spring Hill Drive. Specifically I find that the following standards and/or code requirements have not been met:"

List Specific Code Standards and Requirements:

_____
_____
_____

J. Exhibits:
1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. UDOT Access Approval Letter
5. Preliminary Plat Exhibits
6. January 23, 2014 Draft Planning Commission Minutes

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Harvest Point Commercial
Date: January 9, 2014
Type of Item: Preliminary Plat Approval

Description:

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

B. Background:

Applicant:	*Ken Berg / ATC Investors*
Request:	*Preliminary Plat Approval*
Location:	*Southwest corner of Redwood Road and Fall Harvest Dr*
Acreage:	*8.81 acres - 8 lots*

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

D. Conditions:

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

B. Developer shall bury and/or relocate the power lines that are along frontage.

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

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

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

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

G. Meet all engineering conditions and requirements as well as all Land Development

Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

H. All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

I. Developer shall prepare and submit easements for all utilities and public facilities not located in the public right-of-way. Utilities shall be a minimum of 10’ from any building or structure.

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

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

L. Developer shall provide all UDOT details pertaining to Redwood Road prior to final plat.

M. Developer shall locate all storm drain lines within a 20’ Drainage easement.

N. Private Roadway/Access from Redwood shall meet all public road standards and have sidewalks on both north and south sides of said easement.

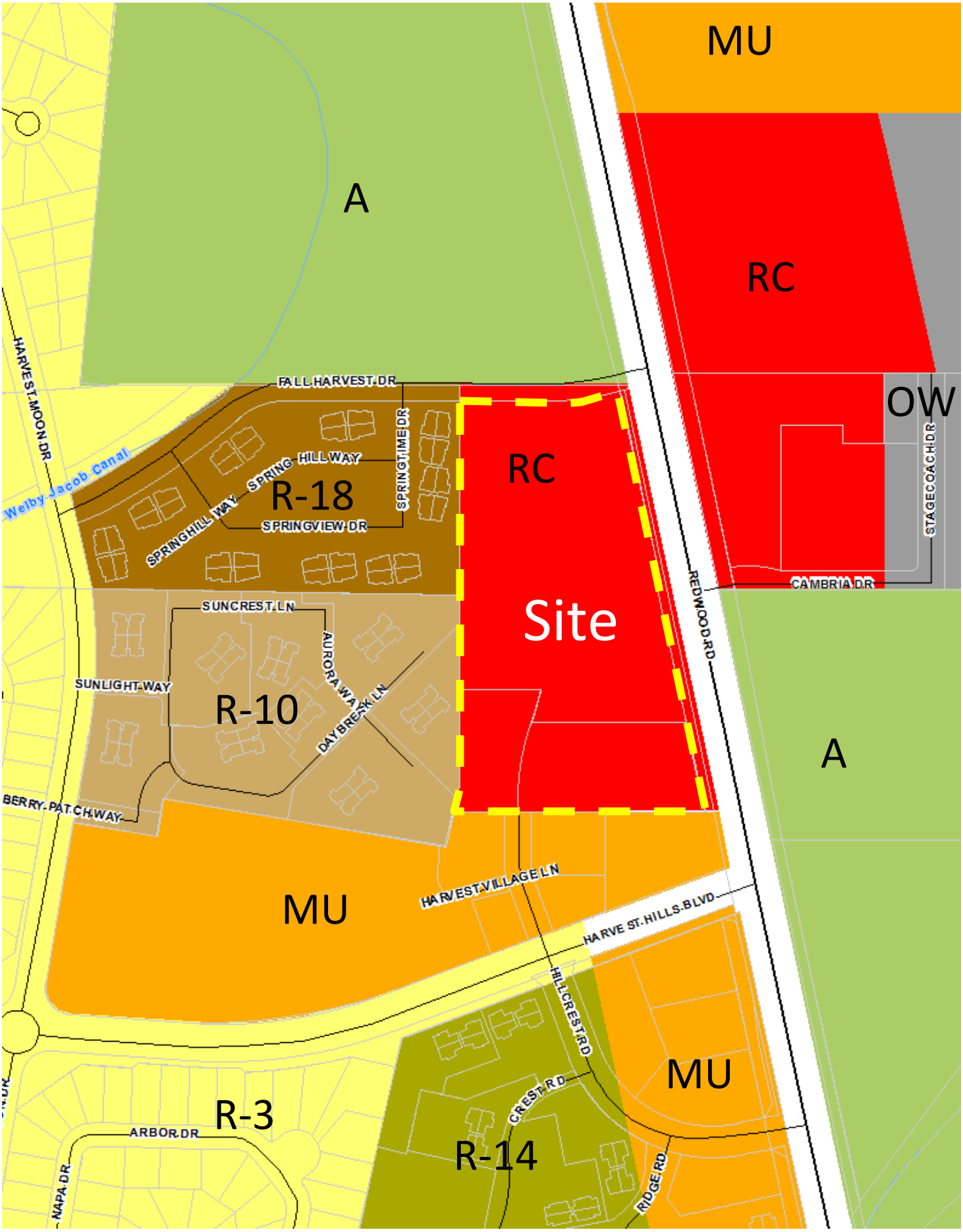
O. Developer shall ensure all street lights along Redwood Road frontage meet current City standards.

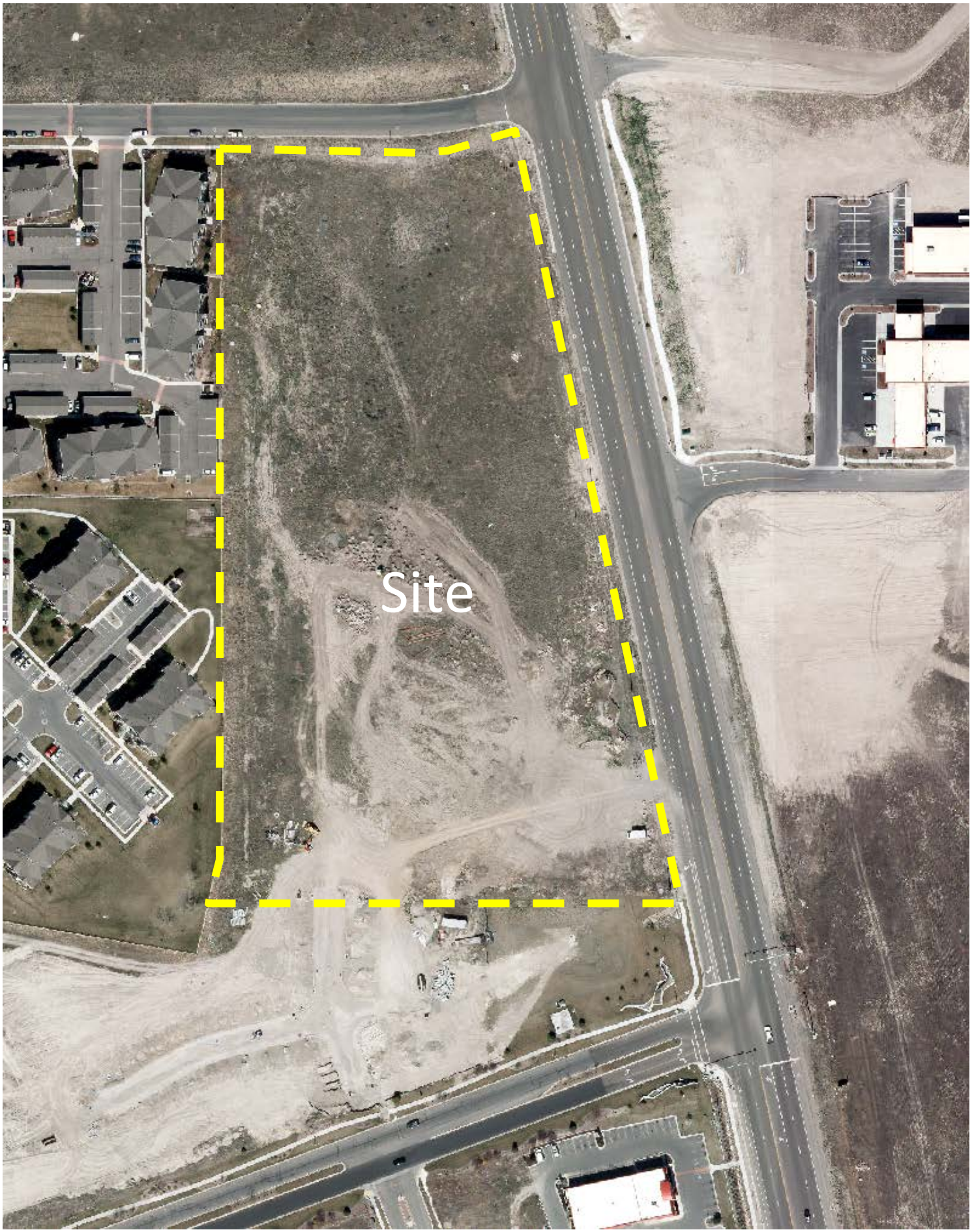
P. Access onto Redwood must be approved by UDOT and all ingress and egress designs to meet applicable City and UDOT standards.

Q. Hydrants shall be spaced at 300’ maximum on center.

R. On site storm water discharge may not exceed the design capacity of the regional detention basin.

S. Street Lights must meet all City standards and may not be shoebox style.


MU
A
RC
OW
RC
Site
A
MU
MU
R-18
R-10
R-3
R-14
FALL HARVEST DR
HARVEST MOON DR
Welby Jacob Canal
SPRING HILL WAY
SPRINGHILL WAY
SPRINGTIME DR
SPRINGVIEW DR
SUNCREST LN
SUNLIGHT WAY
AURORA WAY
DAYBREAK LN
BERRY PATCH WAY
REDWOOD RD
CAMBRIA DR
STAGECOACH DR
HARVEST VILLAGE LN
HARVE ST HILLS BLVD
HILLCREST RD
CREST RD
RIDGE RD
ARBOR DR
NAPA DR


Site

T-226(6/97)

UTAH DEPARTMENT OF TRANSPORTATION
ACCESS APPROVAL

HIGHWAY RIGHT OF WAY ACCESS

App ID: 55253 Activity: Function: 0544

Region 3

R3-130544-0

Date: **8/13/2013**

Application of: ATC Investments
By: Cory Robison
Address: 791 West 800 South Mapleton, UT 84664

Cell:(801) 358-7625

Cell:(801) 358-7625

is hereby granted subject to: Utah Depart Transportation's (UDOT's) Regulations For the Accommodation of Utilities on Federal Aid and Non Federal-Aid Highway Right-of-Way, Regulations for the Control and Protection of State Highway Rights of Way, Standard Specifications for Road and Bridge Construction, UDOT Specifications for Excavation of State Highway, State Occupational Safety and Health Laws, Manual on Uniform Traffic Control Devices, Instructions to Flaggers, the approved plans, and any special limitations set forth herein, permission for the purpose of **Access** within the right of way limits in the following locations: **Redwood Road, Cambria Dr. West.**

Highway 0068 Milepost .000 to .000 in/near Saratoga Springs, Utah county

A permit fee of $475.00 has been received.

The Utah Department of Transportation (UDOT) Region 3 has reviewed and approved Access for the Harvest Park Commercial project at Redwood Road, Cambria Dr. West in Saratoga Springs, Utah. The approved access herewith shall commence after encroachment permit has been obtained and shall be diligently prosecuted to completion. The work shall be completed and all disturbed surfaces or objects restored on or before six months after approval date.

After encroachment permit is received and before access work herewith is commenced, the applicant shall notify Utah Department of Transportation's inspector , and commencement of said work is understood to indicate that the applicant will comply with all instruction and regulations of Utah Department of Transportation (as listed) with respect to performance of said work and that she/he will properly control and warn the public of said work to prevent accident and shall, defend, indemnify and hold harmless the Utah Department of Transportation from all damages and arising out of any and all operations performed under the Encroachment Permit. Utah Department of Transportation inspection fees shall apply.

Before commencing work on the State highway, the contractor who is awarded the project must have a performance bond on file with UDOT, and obtain an encroachment permit from the Region 3 Permits Office. Plans are approved for six months from the date signed.

Special Limitations:

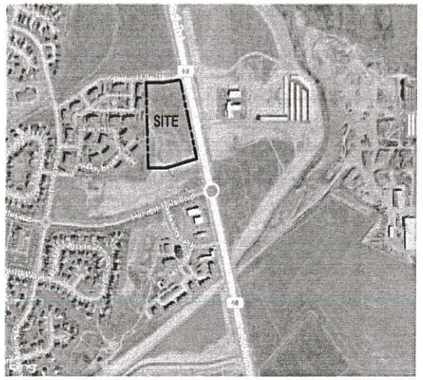
- Licensee must do all work in accordance with UDOT approved plans.
- Before Commencing work on the State highway, the contractor who is awarded the project must have a performance bond on file with UDOT,and obtain an encroachment permit from the REGION Permits office.

By carrying out the activities allowed by this approval it is conclusive evidence that I have accepted all provisions, limitations, and restrictions of the approval and attachments, understand and agree to all penalties for failing to comply with them, and understand my ability to review a permit and applicable attachments at the appropriate region/district office.

Cory Robison (see app for signature)
(Permittee)

Approved By:
(for Region Director/District Engineer)

VICINITY MAP



TABULATIONS

TOTAL ACREAGE	=	8.81 ACRES
AREA OF ROADWAY	=	1.15 ACRES
AREA OF LOTS	=	7.66 ACRES
BUILDABLE LAND	=	8.81 ACRES 100%
LANDSCAPE	=	2.38 ACRES 27%
NET DENSITY	=	0.90 UNITS/AC

NOTES

1. NO SLOPES GREATER THAN 30% ONSITE
2. NO WETLANDS
3. NO FLOOD PLAINS
4. UDOT REVIEW AND APPROVAL IS REQUIRED FOR ALL REDWOOD ROAD IMPROVEMENTS AND PROPOSED ACCESS LOCATION.
5. STORM DRAIN DISCHARGE FROM SITE IS LIMITED TO A MAXIMUM PEAK FLOW OF 6.8 CFS. THIS MAY REQUIRE SOME ONSITE DETENTION ON EACH LOT BEFORE DISCHARGE TO THE EXISTING STORM DRAIN POND.

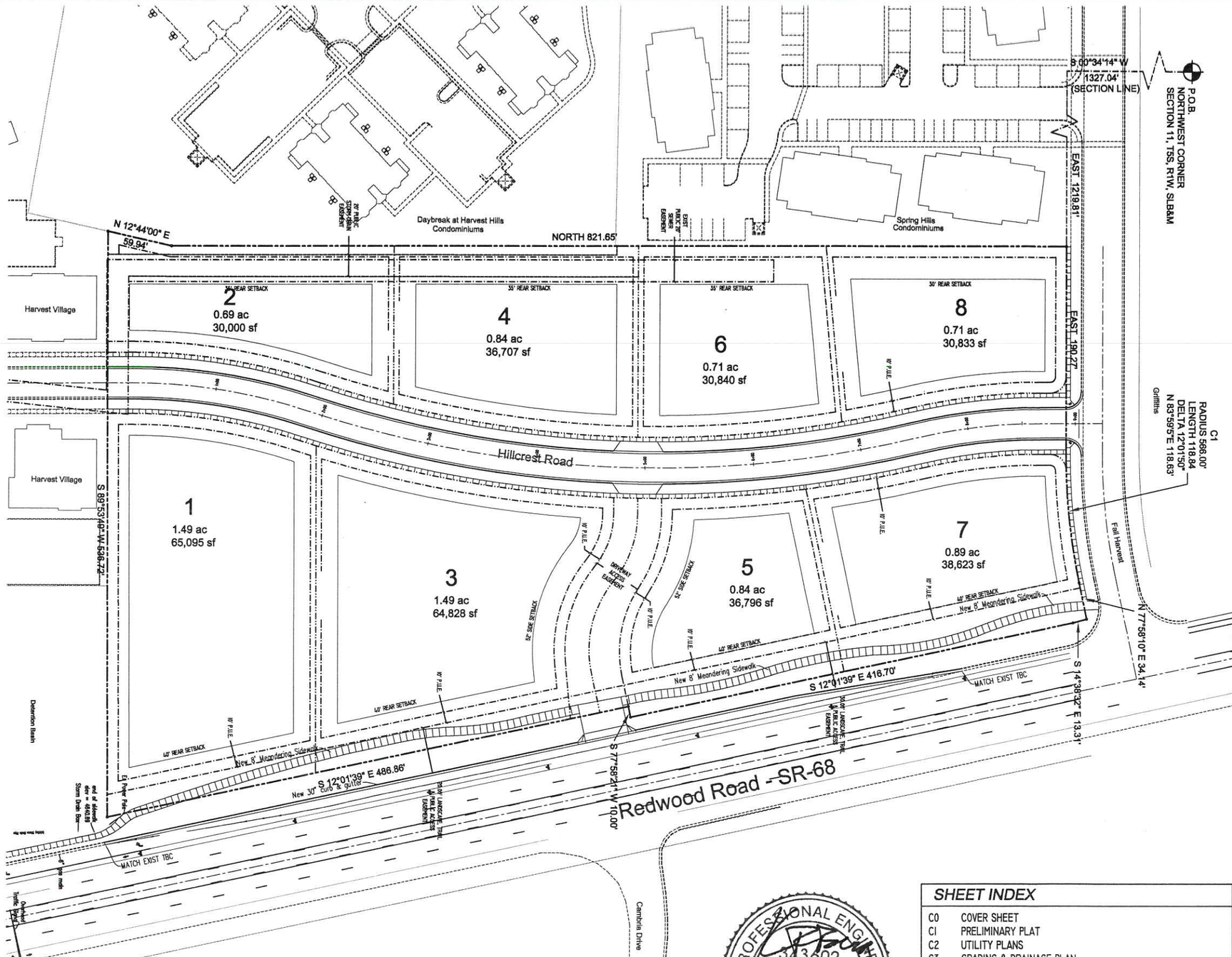
BOUNDARY

BEGINNING AT A POINT WHICH IS S00°34'14"W 1327.04 FEET AND EAST 1219.81 FEET FROM THE NORTHWEST CORNER OF SECTION 11, T5S, R1W, SLB&M, SAID POINT BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF FALL HARVEST DRIVE;

RUNNING THENCE EASTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: EAST 190.27 FEET, ALONG THE ARC OF A 566.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 118.84 FEET (CENTRAL ANGLE 12°01'50" AND CHORD BEARS N83°59'05"E 118.63 FEET) AND N77°58'10"E 34.14 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE SOUTHERLY ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES:, S14°38'32"E 13.31 FEET, S12°01'39"E 416.70 FEET, S77°58'21"W 10.00 FEET AND S12°01'39"E 468.86 FEET TO THE NORTH BOUNDARY LINE OF HARVEST VILLAGE; THENCE WESTERLY ALONG SAID BOUNDARY LINE S89°53'49"W 536.72 FEET TO A POINT ALONG THE EASTERLY BOUNDARY LINES OF DAYBREAK AT HARVEST HILLS SUBDIVISION AND SPRING HILLS CREEK CONDOMINIUMS THE FOLLOWING TWO (2) COURSES: N12°44'00"E 59.94 FEET AND NORTH 821.65 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8.81 ACRES # OF LOTS: 8

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 11 T5S, R2W, SLB&M BEARING EAST 2651.06 FEET



SHEET INDEX

C0	COVER SHEET
C1	PRELIMINARY PLAT
C2	UTILITY PLANS
C3	GRADING & DRAINAGE PLAN
C4	HILLCREST ROAD PLAN AND PROFILE
C5	REDWOOD ROAD IMPROVEMENTS
C6	REDWOOD STRIPING PLAN
C7	OVERHEAD POWER BURY PLAN AND STREET LIGHT PLAN
D1	CONSTRUCTION DETAILS
D2	CONSTRUCTION DETAILS
D3	CONSTRUCTION DETAILS
D4	CONSTRUCTION DETAILS
D5	UDOT DETAILS

PROFESSIONAL ENGINEER
343602
Kenneth Ray Berg
11-25-13
STATE OF UTAH

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

SCALE: 1"= 50'

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT
ATC INVESTMENTS
HARVEST POINT COMMERCIAL

DESCRIPTION
PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
COVER	C0

RECEIVED NOV 26 2013

HARVEST POINT COMMERCIAL PLAT "A" PRELIMINARY

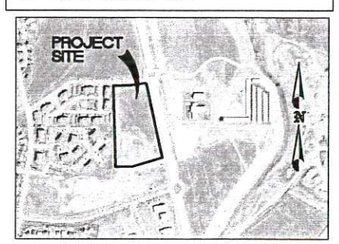
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

NOTES:

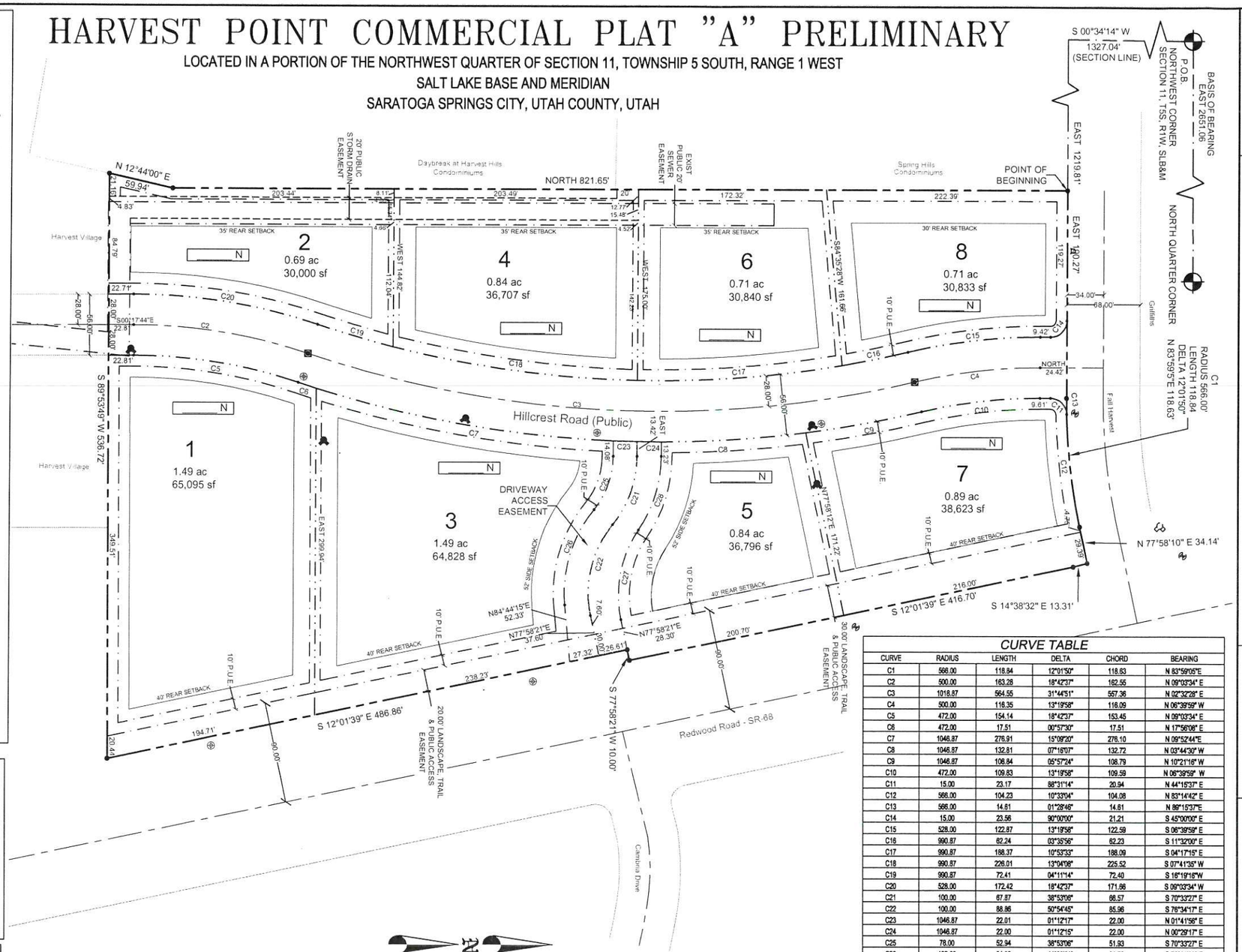
1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
2. THE INSTALLATION OF ALL IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
3. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
4. PLAT MAY BE SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, DEVELOPER AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING. ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
6. ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
7. THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVISUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
8. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
9. ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
10. NO DIRECT LOT ACCESS PERMITTED ALONG REDWOOD ROAD AND FALL HARVEST DRIVE.
11. ALL LOTS ARE RESTRICTED TO A MAXIMUM STORM WATER RELEASE RATE OF 0.68 CFS/AC.
12. ALL LOTS MUST PROVIDE OIL/WATER SEPARATOR BEFORE DISCHARGE

LEGEND:

- FOUND SECTION CORNER MONUMENT
- EXISTING SUBDIVISION SURVEY MONUMENT
- PROPOSED SUBDIVISION SURVEY MONUMENT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT



VICINITY SKETCH



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	566.00	118.84	12°01'50"	118.63	N 83°59'05"E
C2	500.00	163.28	18°42'37"	162.55	N 09°03'34" E
C3	1018.87	564.55	31°44'51"	557.36	N 02°32'28" E
C4	500.00	116.35	13°19'58"	116.09	N 06°39'59" W
C5	472.00	154.14	18°42'37"	153.45	N 09°03'34" E
C6	472.00	17.51	00°57'30"	17.51	N 17°56'06" E
C7	1046.87	276.91	15°09'20"	276.10	N 09°52'44"E
C8	1046.87	132.81	07°16'07"	132.72	N 03°44'30" W
C9	1046.87	108.84	05°57'24"	108.79	N 10°21'18" W
C10	472.00	109.83	13°19'58"	109.59	N 06°39'59" W
C11	15.00	23.17	88°31'14"	20.94	N 44°15'37" E
C12	566.00	104.23	10°33'04"	104.08	N 83°14'42" E
C13	566.00	14.81	01°28'46"	14.81	N 89°15'37"E
C14	15.00	23.56	90°00'00"	21.21	S 45°00'00" E
C15	528.00	122.87	13°19'58"	122.59	S 06°39'59" E
C16	990.87	62.24	03°35'56"	62.23	S 11°32'00" E
C17	990.87	188.37	10°53'33"	188.09	S 04°17'15" E
C18	990.87	226.01	13°04'08"	225.52	S 07°41'35" W
C19	990.87	72.41	04°11'14"	72.40	S 16°19'18"W
C20	528.00	172.42	18°42'37"	171.66	S 09°03'34" W
C21	100.00	67.87	38°53'06"	66.57	S 70°33'27" E
C22	100.00	88.86	50°54'45"	85.96	S 76°34'17" E
C23	1046.87	22.01	01°12'17"	22.00	N 01°41'56" E
C24	1046.87	22.00	01°12'15"	22.00	N 00°29'17" E
C25	78.00	52.94	38°53'06"	51.93	S 70°33'27" E
C26	122.00	94.00	44°08'51"	91.70	S 73°11'20" E
C27	106.00	86.09	45°40'19"	83.83	N 79°11'29" W
C28	122.00	71.84	33°38'40"	70.81	N 73°10'40" W

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPLANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD. (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES. (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITH THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITH THE SUBDIVISION.

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS ____ DAY OF _____ A.D. 20__,	APPROVED THIS ____ DAY OF _____ A.D. 20__,
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**CENTURY LINK**
APPROVED THIS ____ DAY OF _____ A.D. 20__,	APPROVED THIS ____ DAY OF _____ A.D. 20__,
COMCAST CABLE TELEVISION	CENTURY LINK

50 0 50 100 150

SCALE 1"=50'

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S00°34'14"W 1327.04 FEET AND EAST 1219.81 FEET FROM THE NORTHWEST CORNER OF SECTION 11, T5S, R1W, SLB&M, SAID POINT BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF FALL HARVEST DRIVE;

RUNNING THENCE EASTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES. EAST 190.27 FEET, ALONG THE ARC OF A 566.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 118.84 FEET (CENTRAL ANGLE 12°01'50" AND CHORD BEARS N83°59'05"E 118.63 FEET) AND N77°58'10"E 34.14 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE SOUTHERLY ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES.. S14°38'32"E 13.31 FEET, S12°01'39"E 416.70 FEET, S77°58'21"W 10.00 FEET AND S12°01'39"E 468.86 FEET TO THE NORTH BOUNDARY LINE OF HARVEST VILLAGE; THENCE WESTERLY ALONG SAID BOUNDARY LINE S89°53'49"W 536.72 FEET TO A POINT ALONG THE EASTERLY BOUNDARY LINES OF DAYBREAK AT HARVEST HILLS SUBDIVISION AND SPRING HILLS CREEK CONDOMINIUMS THE FOLLOWING TWO (2) COURSES: N12°44'00"E 59.94 FEET AND NORTH 821.65 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8.81 ACRES # OF LOTS: 8

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 11 T5S, R2W, SLB&M BEARING EAST 2651.06 FEET

DATE _____ SURVEYOR'S NAME _____
LICENSE NO. _____

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

HARVEST POINT COMMERCIAL PLAT "A"

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

IN WITNESS HEREOF, ____HAVE HEREUNTO SET _____THIS _____DAY OF _____A.D. 20 ___

CORPORATE ACKNOWLEDGMENT

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

ON THE _____DAY OF _____, A.D. 20__ PERSONALLY APPEARED BEFORE ME, _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION

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

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS_____DAY OF _____, A.D. ___.

_____ ATTEST _____
CITY MAYOR CITY RECORDER
(SEE SEAL BELOW)

OCT 3 2013

PRELIMINARY PLAT "A" HARVEST POINT COMMERCIAL

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY , UTAH COUNTY, STATE OF UTAH

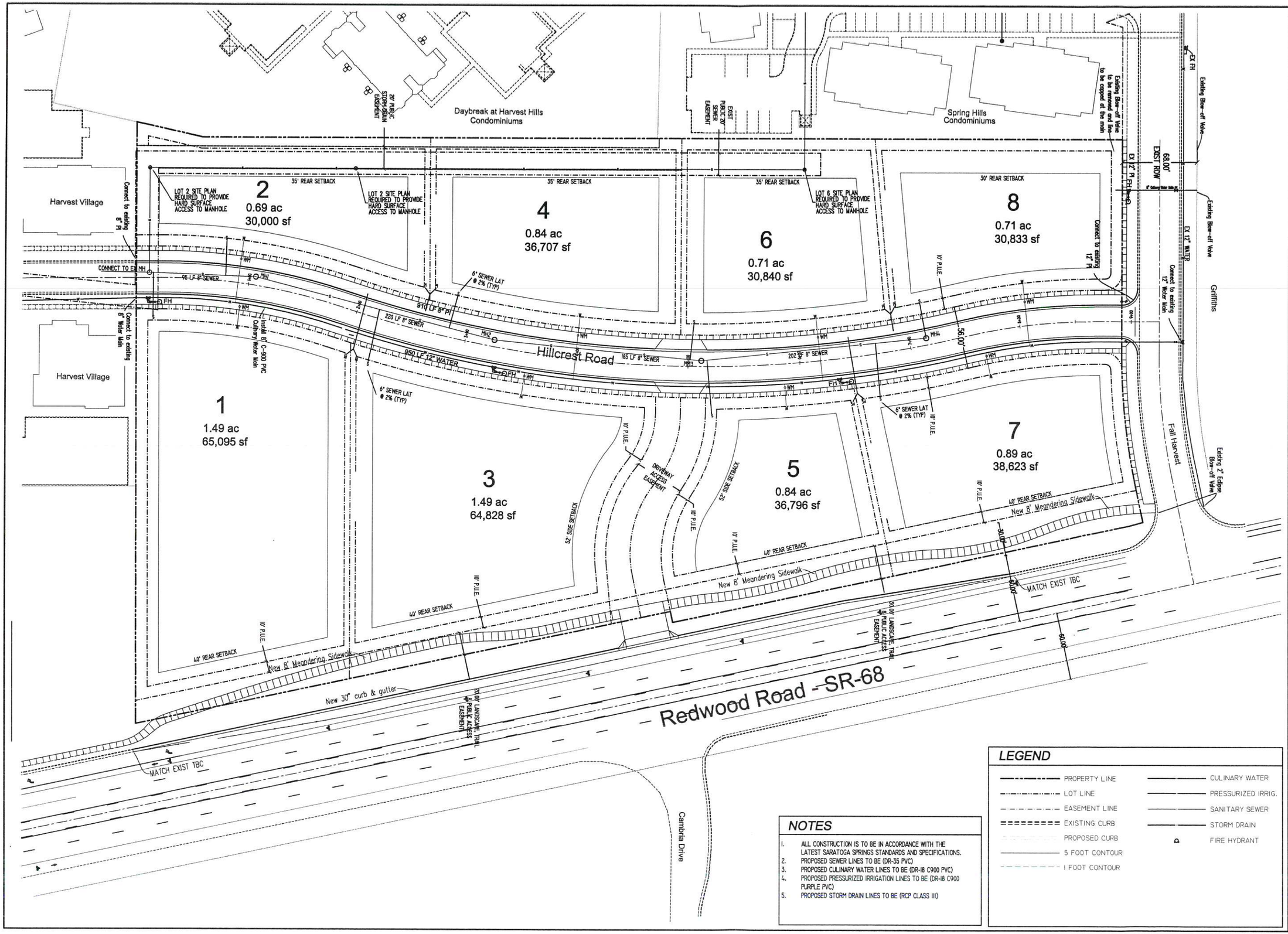
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

berg CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 465-1277
cell (801) 616-1877

AZTEC ENGINEERING
491 N 450 W
OREM, UT 84057

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____ A.D. 20_____,	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVAL BY THE CITY ENGINEER ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVAL BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS_____ DAY OF _____ A.D. 20_____,
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE



NOTES

1. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE LATEST SARATOGA SPRINGS STANDARDS AND SPECIFICATIONS.
2. PROPOSED SEWER LINES TO BE (DR-35 PVC)
3. PROPOSED CULINARY WATER LINES TO BE (DR-18 C900 PVC)
4. PROPOSED PRESSURIZED IRRIGATION LINES TO BE (DR-18 C900 PURPLE PVC)
5. PROPOSED STORM DRAIN LINES TO BE (RCP CLASS III)

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- EXISTING CURB
- PROPOSED CURB
- 5 FOOT CONTOUR
- 1 FOOT CONTOUR
- CULINARY WATER
- PRESSURIZED IRRIG.
- SANITARY SEWER
- STORM DRAIN
- FIRE HYDRANT

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

SCALE: 1"= 40'

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

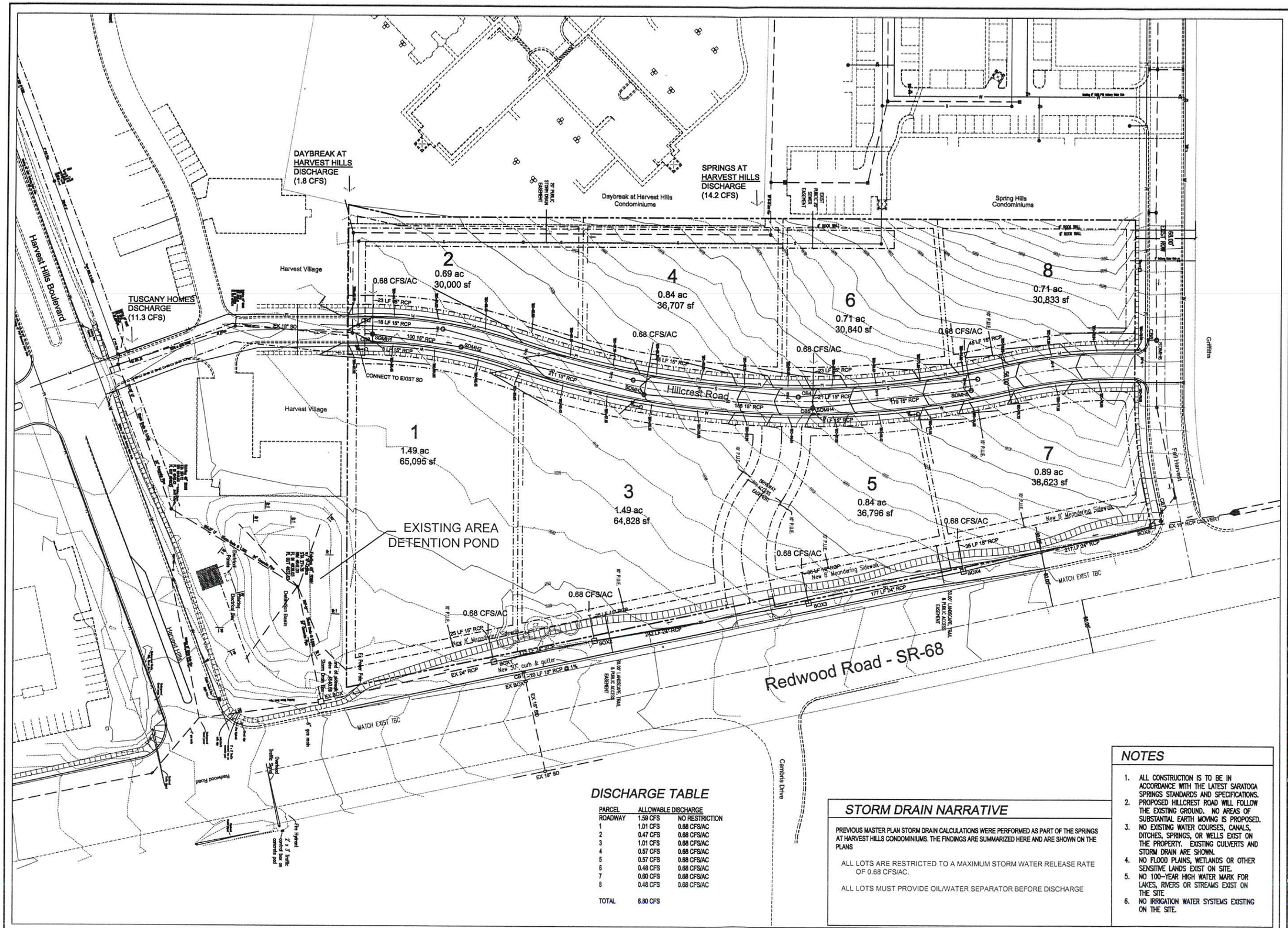
PROJECT

ATC INVESTMENTS HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
UTILITY PLAN	C2



DISCHARGE TABLE

PARCEL	ALLOWABLE DISCHARGE	
ROADWAY	1.59 CFS	NO RESTRICTION
1	1.01 CFS	0.68 CFS/AC
2	0.47 CFS	0.68 CFS/AC
3	1.01 CFS	0.68 CFS/AC
4	0.57 CFS	0.68 CFS/AC
5	0.57 CFS	0.68 CFS/AC
6	0.48 CFS	0.68 CFS/AC
7	0.60 CFS	0.68 CFS/AC
8	0.48 CFS	0.68 CFS/AC
TOTAL	6.80 CFS	

STORM DRAIN NARRATIVE

PREVIOUS MASTER PLAN STORM DRAIN CALCULATIONS WERE PERFORMED AS PART OF THE SPRINGS AT HARVEST HILLS CONDOMINIUMS. THE FINDINGS ARE SUMMARIZED HERE AND ARE SHOWN ON THE PLANS

ALL LOTS ARE RESTRICTED TO A MAXIMUM STORM WATER RELEASE RATE OF 0.68 CFS/AC.

ALL LOTS MUST PROVIDE OIL/WATER SEPARATOR BEFORE DISCHARGE

NOTES

1. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE LATEST SARATOGA SPRINGS STANDARDS AND SPECIFICATIONS.
2. PROPOSED HILLCREST ROAD WILL FOLLOW THE EXISTING GROUND. NO AREAS OF SUBSTANTIAL EARTH MOVING IS PROPOSED.
3. NO EXISTING WATER COURSES, CANALS, DITCHES, SPRINGS, OR WELLS EXIST ON THE PROPERTY. EXISTING CULVERTS AND STORM DRAIN ARE SHOWN.
4. NO FLOOD PLAINS, WETLANDS OR OTHER SENSITIVE LANDS EXIST ON SITE.
5. NO 100-YEAR HIGH WATER MARK FOR LAKES, RIVERS OR STREAMS EXIST ON THE SITE
6. NO IRRIGATION WATER SYSTEMS EXISTING ON THE SITE.

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

0 20 40 80 120
SCALE: 1"= 40'

gerg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

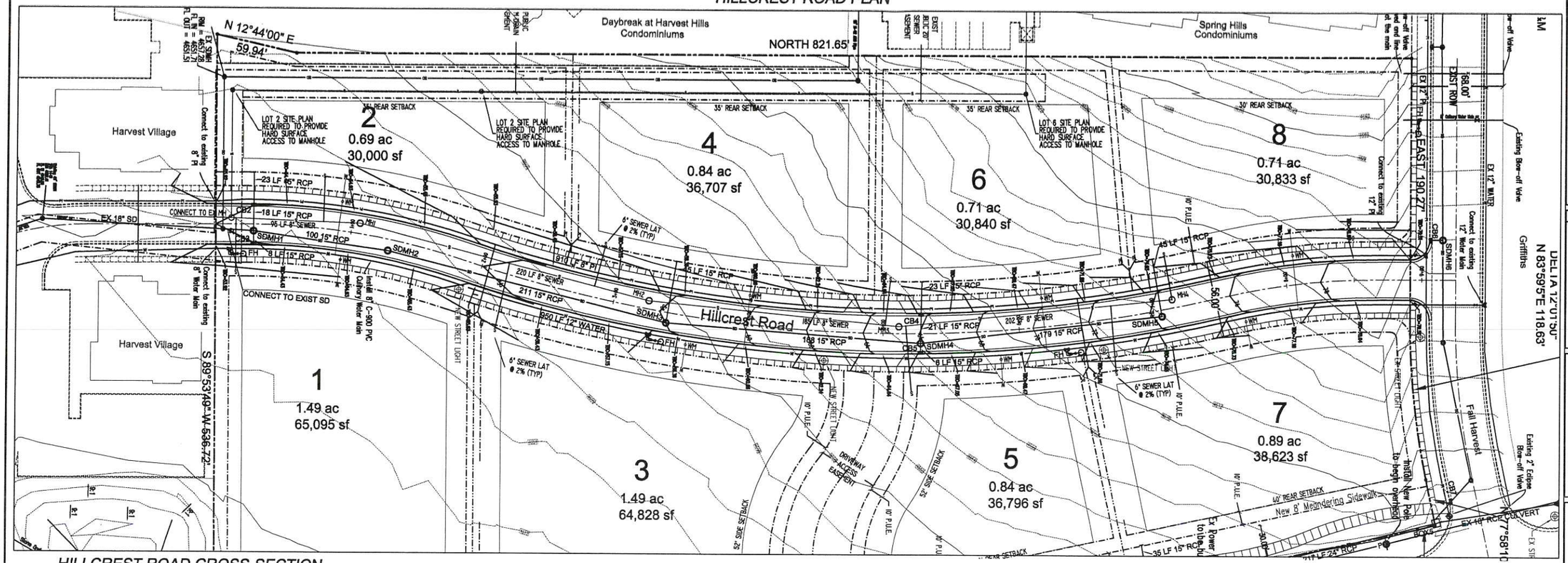
ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT
ATC INVESTMENTS
HARVEST POINT COMMERCIAL

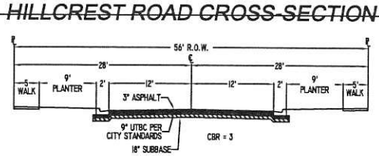
DESCRIPTION
PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
GRADING & DRAINAGE PLAN	C3

HILLCREST ROAD PLAN



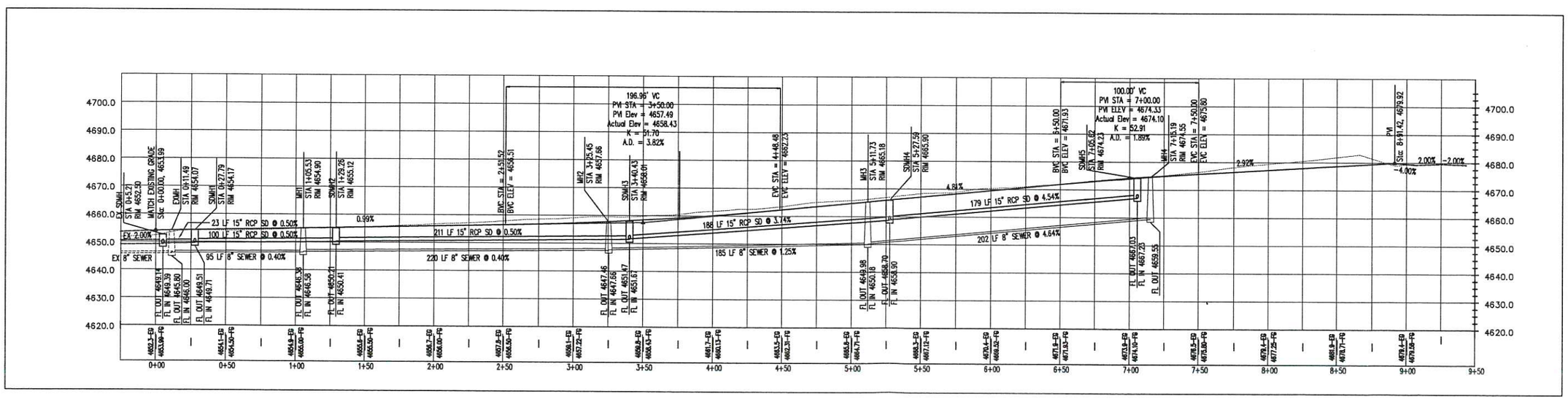
HILLCREST ROAD CROSS-SECTION



– GEOTECHNICAL REPORT RECOMMENDATIONS –

NEAR SURFACE NATIVE CLAY AND SILT SOILS ARE POTENTIALLY COLLAPSIBLE. OVER EXCAVATION MAY BE NEEDED TO MINIMIZE THE POTENTIAL SETTLEMENT OF PAVEMENTS.

HILLCREST ROAD PROFILE



DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

SCALE: 1"= 40'

CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT

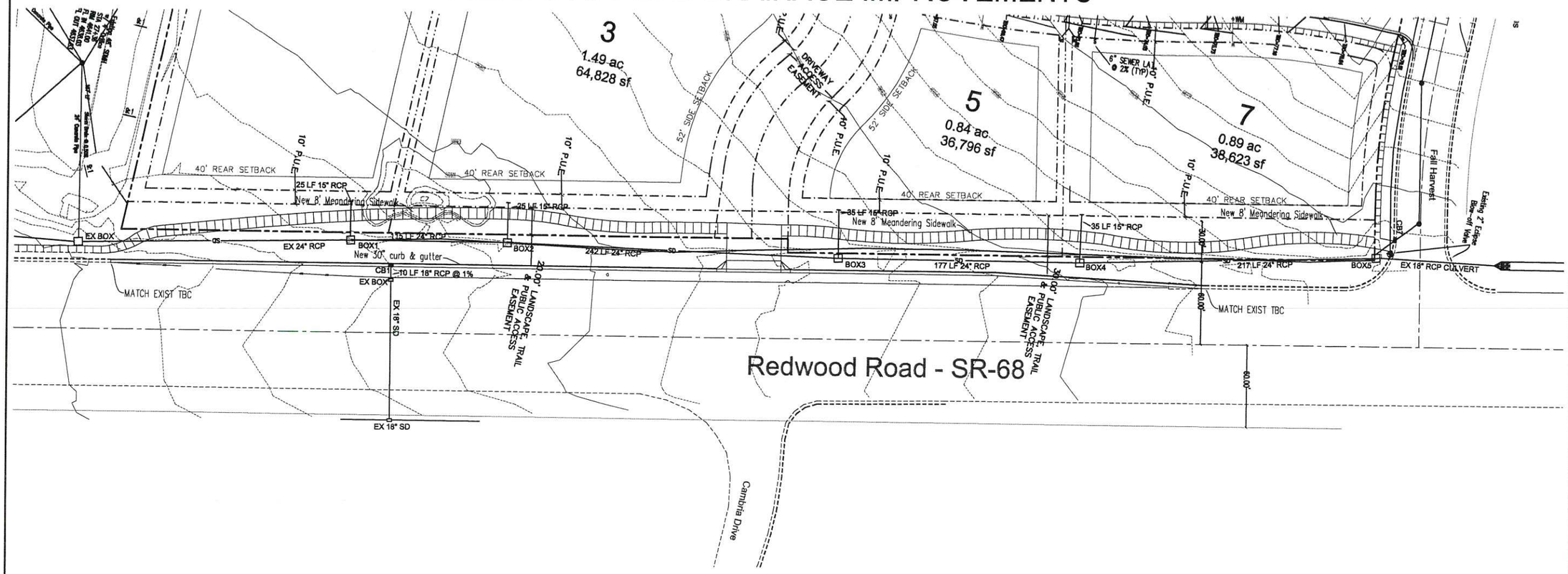
ATC INVESTMENTS HARVEST POINT COMMERCIAL

DESCRIPTION

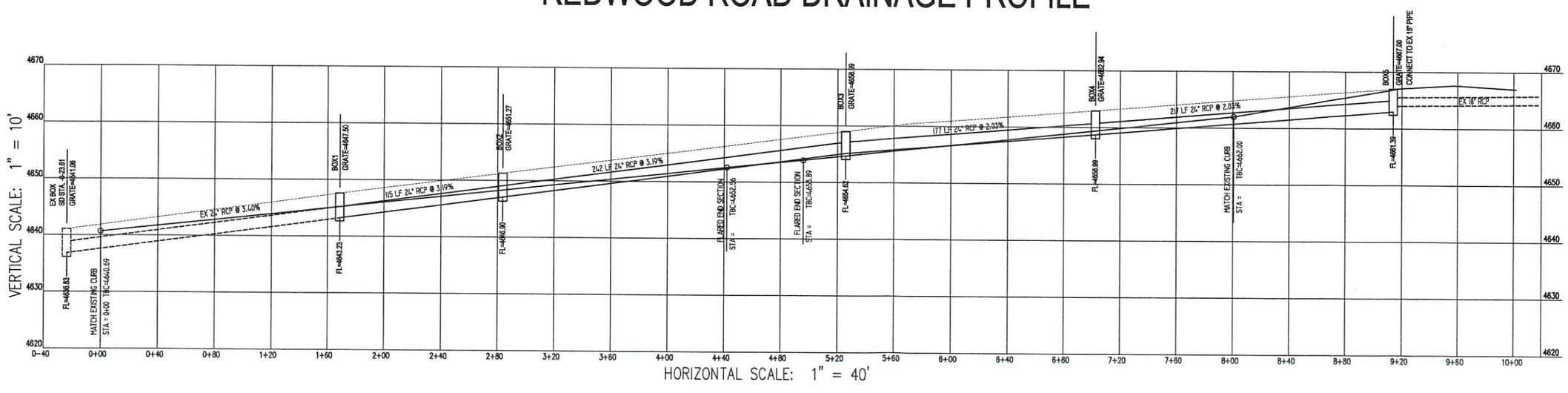
PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
ROAD PROFILE	C4

REDWOOD ROAD DRAINAGE IMPROVEMENTS



REDWOOD ROAD DRAINAGE PROFILE



DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

SCALE: 1"= 40'

CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT

ATC INVESTMENTS

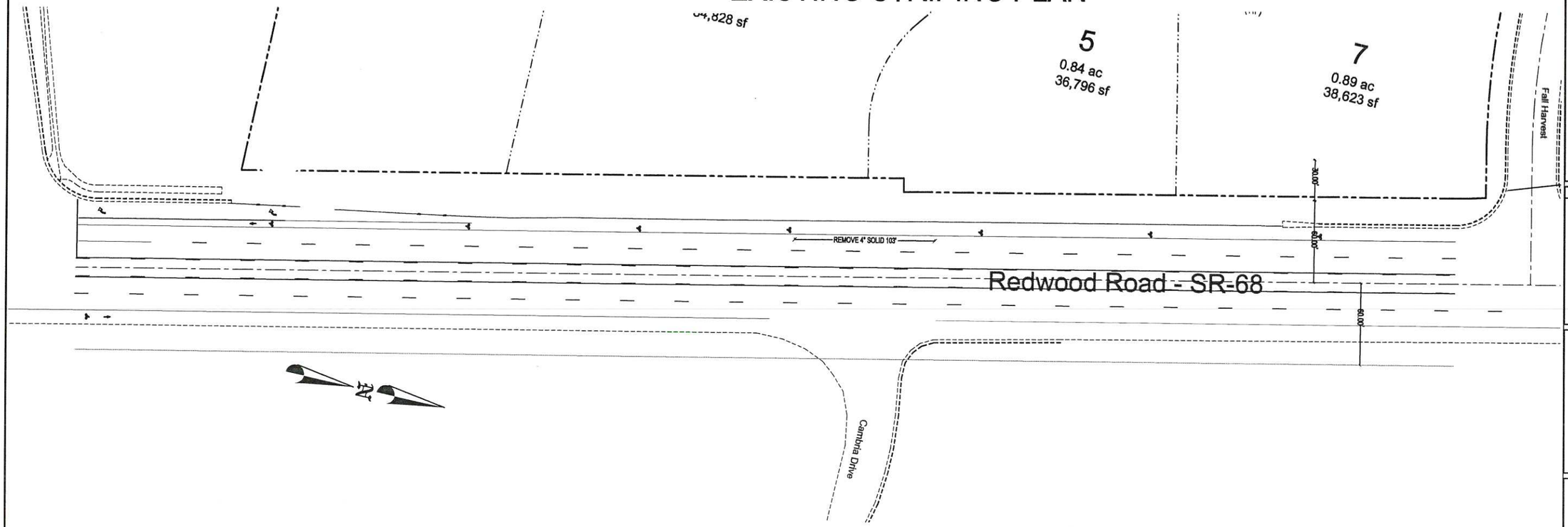
HARVEST POINT COMMERCIAL

DESCRIPTION

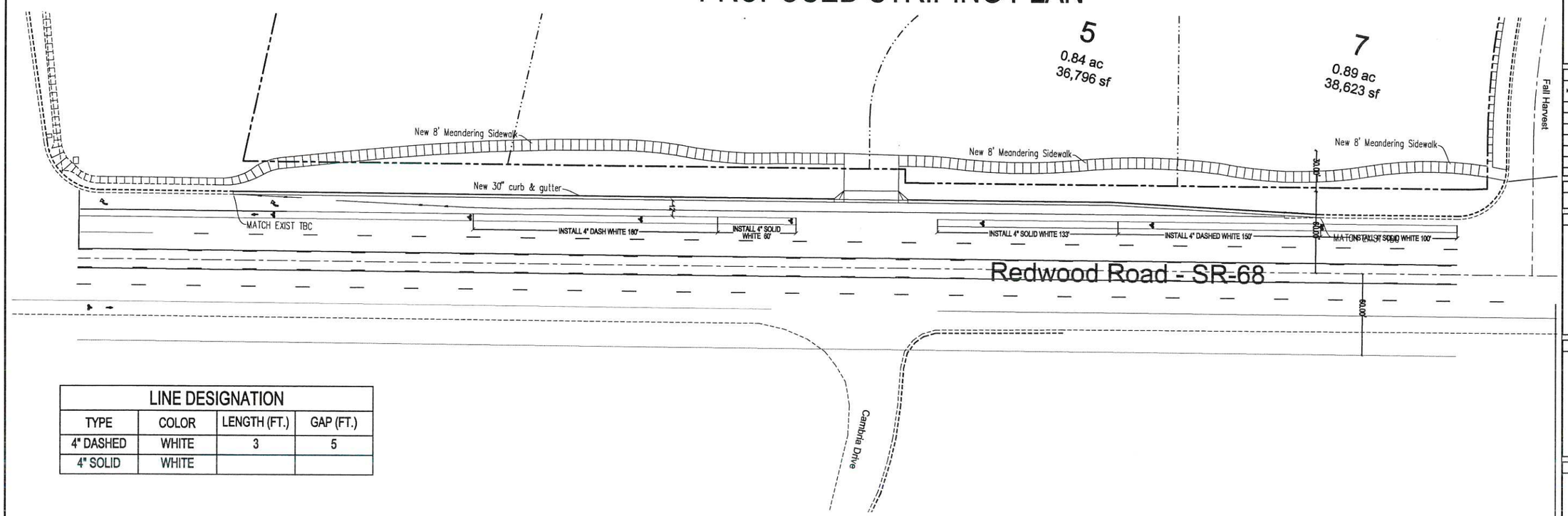
PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
REDWOOD	C5

EXISTING STRIPING PLAN



PROPOSED STRIPING PLAN



LINE DESIGNATION			
TYPE	COLOR	LENGTH (FT.)	GAP (FT.)
4" DASHED	WHITE	3	5
4" SOLID	WHITE		

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

0 20 40 80 120
SCALE: 1"= 40'

CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

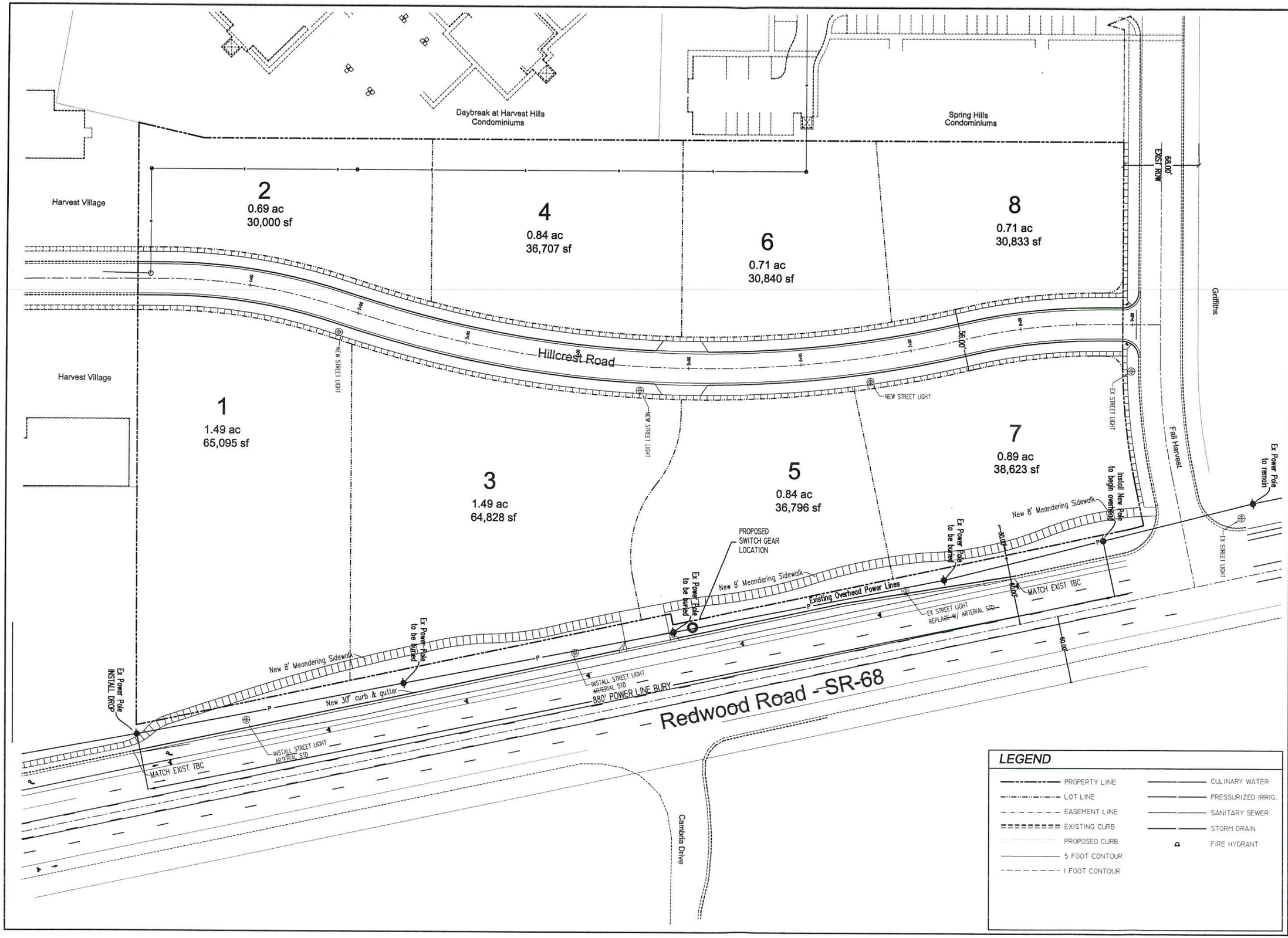
PROJECT

ATC INVESTMENTS
HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
STRIPING PLAN	C6



DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

0 20 40 80 120
SCALE: 1"= 40'

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

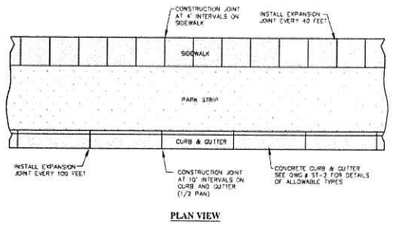
PROJECT

ATC INVESTMENTS HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
POWER PLAN	C7

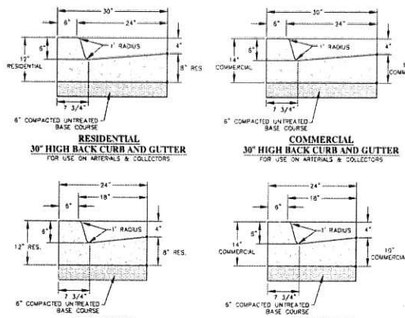


PLAN VIEW

NOTES:

1. A MINIMUM 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER DRIVEWAY, WATERWAY, AND CURB & GUTTER PRIOR TO PLACEMENT OF CONCRETE.
2. A MINIMUM 6" DEPTH OF ROADBASE MATERIAL SHALL BE PLACED TO GRADE AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY UNDER SIDEWALK AT ALL OTHER LOCATIONS PRIOR TO PLACEMENT OF CONCRETE.
3. WHERE CONSTRUCTION IS ADJACENT TO STATE HIGHWAY FRONTAGE, STATE HIGHWAY DEPARTMENT REQUIREMENTS SHALL GOVERN.
4. CONCRETE SHALL BE 3/4 INCH MAXIMUM AGGREGATE, 6.3 BAGS PER YARD OF TYPE 2 CEMENT WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
5. EXPANSION JOINTS FOR CURB & GUTTER ARE TO BE SPACED NO MORE THAN 100 FT AND SIDEWALKS SHALL BE SPACED NO MORE THAN EVERY 40 FT. EXPANSION JOINTS SHALL BE CONSTRUCTED BY PLACING AN APPROVED MATERIAL (TYPICALLY BITUMINOUS IMPREGNATED FIBERBOARD), THE FULL DEPTH OF THE CONCRETE. EXPANSION MATERIAL SHALL BE SET 1/2" BELOW THE FINISH LEVEL OF THE SIDEWALK.
6. CONSTRUCTION JOINT IS MADE BY SCORING THE CONCRETE WITH 1/2" RADIUS EDGING TOOL OR OTHER METHOD APPROVED BY ENGINEER.
7. SLOPE SIDEWALK TO ROADWAY AT 2% GRADE
8. LOCATE ALL INLET GRATES 2' MINIMUM AWAY FROM THE PEDESTRIAN CROSSWALK, WITH ALL DRAINAGE INTERCEPTED BEFORE IT GETS TO THE CROSSWALK AREA.
9. THE SIDEWALK SHALL BE A MIN. 5" THICK CONCRETE.
10. IN ROCKY SUB-GRADES 18" OF BOTTOM OF TRENCH TO BOTTOM OF PIPE, MIN. OF 2' OF OUTSIDE DIAMETER.
11. INSTALL MAGNETIC DETECTOR TAPE WITH A MIN. OF 14 GAUGE COATED TRACER WIRE FOR ALL PVC OR OTHER PIPE.

SIDEWALK, CURB & GUTTER STANDARDS — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-1**

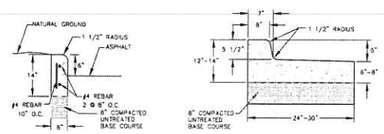


RESIDENTIAL
30" HIGH BACK CURB AND GUTTER
FOR USE ON ARTERIALS & COLLECTORS

COMMERCIAL
30" HIGH BACK CURB AND GUTTER
FOR USE ON ARTERIALS & COLLECTORS

RESIDENTIAL
24" HIGH BACK CURB AND GUTTER
FOR USE IN LOCAL & MINOR COLLECTORS

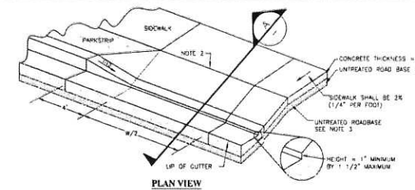
COMMERCIAL
24" HIGH BACK CURB AND GUTTER
FOR USE IN LOCAL & MINOR COLLECTORS



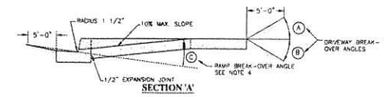
6' CURB WALL

FALL-OUT CURB AND GUTTER

CURB & GUTTER DETAILS — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-2**



PLAN VIEW



SECTION 'A'

NOTES:

1. EDGE CONCRETE WITH 1/2" RADIUS EDGING TOOL.
2. PLACE 1/2" EXPANSION JOINT BETWEEN DRIVEWAY APRON AND CURB AND IN THE DRIVEWAY CENTERLINE IF "W" IS GREATER THAN 20'. FILLER MATERIAL SHALL BE FULL DEPTH OF CONCRETE PLUS 1", WITH TOP SET FLUSH WITH TOP OF CONCRETE.
3. USE UNTREATED ROADBASE UNDER CURB, GUTTER AND SIDEWALK. COMPACT TO 95% OF THE MAXIMUM DRY DENSITY.
4. DIFFERENCE IN SLOPE OF DRIVEWAY RAMP AND THE SLOPE OF A LINE BETWEEN THE GUTTER AND A POINT ON THE ROADWAY 5' FROM THE FRONT EDGE OF THE GUTTER SHALL NOT EXCEED 15%. REDUCE DRIVEWAY RAMP SLOPE, NOT GUTTER SLOPE, WHERE REQUIRED.
5. ALL CONCRETE SLABS WITH A LENGTH/WIDTH RATIO GREATER THAN 2:1 SHALL HAVE CONTRACTION JOINTS INSTALLED AS REQUIRED TO STAY WITHIN 2:1 RATIO.
6. BACK EDGE OF SIDEWALK TO BE SET AT AN ELEVATION 2% HIGHER THAN THE TOP BACK OF CURB.
7. SIDEWALK TO BE A MINIMUM OF 5 FEET WIDE UNLESS OTHERWISE SPECIFIED.
8. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CITY'S STANDARD SPECIFICATIONS.

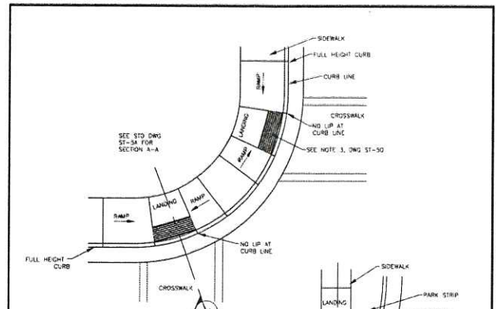
DRIVE APPROACH DIMENSIONS

DIMENSION	LENGTH ACCORDING TO ZONE
W	10'-0" MIN. RESIDENTIAL ZONES 20'-0" MAX. RESIDENTIAL ZONES 30'-0" MAX. COMMERCIAL/INDUSTRIAL ZONES
T	0'-6" RESIDENTIAL ZONES 0'-8" INDUSTUSTRIAL/COMMERCIAL ZONES

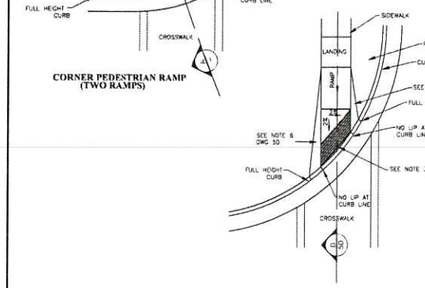
SLOPE TABLE

DIMENSION	ZONE
A 1% MAX. 5% MAX.	RESIDENTIAL ZONE INDUST. AND COMM. ZONE
B 1% MAX. 5% MAX.	RESIDENTIAL ZONE INDUST. AND COMM. ZONE
C 1% MAX. 5% MAX.	RESIDENTIAL ZONE INDUST. AND COMM. ZONE

FLARE DRIVE APPROACH — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-4**

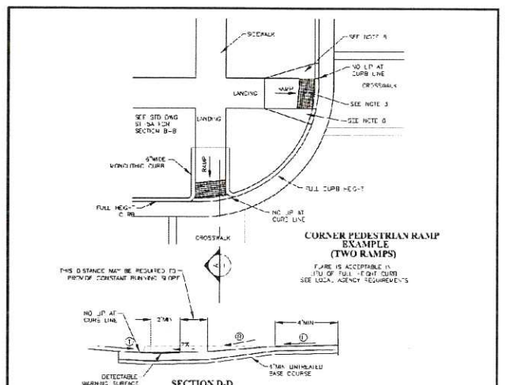


CORNER PEDESTRIAN RAMP (TWO RAMPS)



CORNER PEDESTRIAN RAMP

HANDICAP ACCESSIBLE RAMP — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-5C**

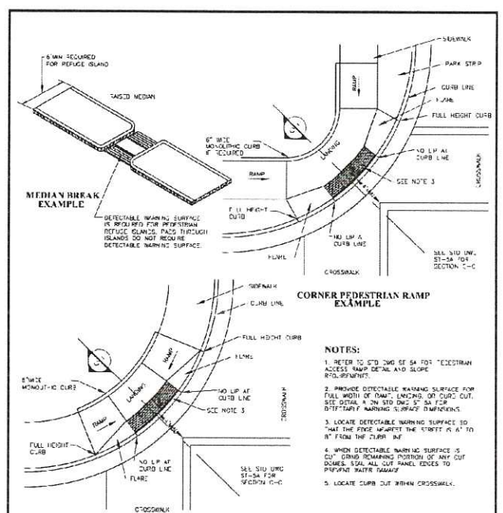


SECTION D-D

NOTES:

1. REFER TO STD DWG ST-5A FOR PEDESTRIAN ACCESS RAMP DETAIL AND SLOPE REQUIREMENTS.
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF RAMP LANDING, OR OUTD CUT. SEE DETAIL A ON ST-2 AND ST-5A FOR DETECTABLE WARNING SURFACE DIMENSIONS.
3. LOCATE DETECTABLE WARNING SURFACE SO THAT THE EDGE NEAREST THE STREET IS 6" TO 8" FROM THE CURB LINE.
4. WHEN DETECTABLE WARNING SURFACE IS CUT, GRIND REMAINING PORTION OF WAY OUT DOWEL. SEAL ALL CUT PANEL EDGES TO PREVENT WATER DAMAGE.
5. LOCATE CURB CUT WITHIN CROSSWALK.
6. RAMP FLAWORK TO MATCH TOP OF CURB AND SIDEWALK.

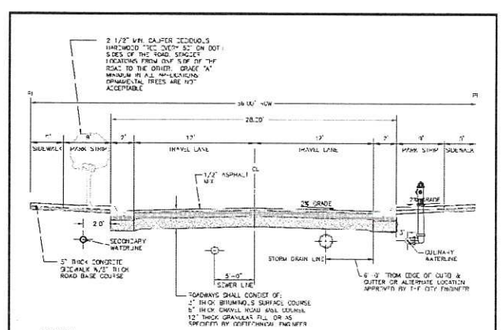
HANDICAP ACCESSIBLE RAMP — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-5D**



NOTES:

1. REFER TO STD DWG ST-5A FOR "PEDESTRIAN ACCESS RAMP DETAIL AND SLOPE REQUIREMENTS.
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF RAMP, LANDING, OR OUTD CUT. SEE DETAIL A ON ST-2 AND ST-5A FOR DETECTABLE WARNING SURFACE DIMENSIONS.
3. LOCATE DETECTABLE WARNING SURFACE SO THAT THE EDGE NEAREST THE STREET IS 6" TO 8" FROM THE CURB LINE.
4. WHEN DETECTABLE WARNING SURFACE IS CUT, GRIND REMAINING PORTION OF WAY OUT DOWEL. SEAL ALL CUT PANEL EDGES TO PREVENT WATER DAMAGE.
5. LOCATE CURB CUT WITHIN CROSSWALK.

HANDICAP ACCESSIBLE RAMP — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-5E**



NOTES:

1. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDES OF STREET SHALL NOT EXCEED 1'-0"
2. PAVEMENT "SPIN" MAY BE AS RECOMMENDED IN A SOILS REPORT AND A GEOTECHNICAL ENGINEER, AND AS APPROVED BY CITY ENGINEER. LOCATION OF SIDEWALK AND CURB & GUTTER MAY VARY ON INDIVIDUAL ARTERIAL STREETS PER
3. ALL MEDIANS SHALL CONFORM TO THE CROSS-SEC ON AGREED PLANS UNLESS APPROVED BY THE CITY ENGINEER
4. PROVIDE A MINIMUM 6" THICKNESS OF 3/4" OR 1" CRUSHED GRAVEL BASE COURSE UNDER SIDEWALKS DRIVEWAY APPROACHES, AND CURB & GUTTER.
5. INSTALL TYPE 2 SLURRY SEAL AT END OF WARRANTY PERIOD.
6. NO SIGNS MAY FIGHT ON THESE STREETS.

DESIGN CRITERIA

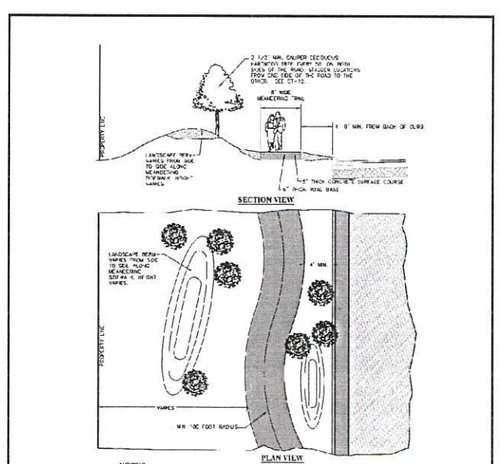
DESIGN SPEED: 25 M.P.H.

MIN CENTERLINE RADIUS: 220 MIN. UNLESS APPROVED OTHERWISE BY CITY ENGINEER

VERTICAL CURVE REQUIREMENTS: SAG K VALUE = 37

CREST K VALUE = 22

RESIDENTIAL ROADWAY 56' RIGHT-OF-WAY — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-8**



PLAN VIEW

NOTES:

1. MEANDERING SIDEWALK/TRAILS SHALL BE INSTALLED ON ARTERIAL STREETS ONLY, UNLESS APPROVED BY CITY ENGINEER.
2. CURVE AND GRADE OF MEANDERING SIDEWALK/TRAILS SHALL BE APPROVED BY CITY ENGINEER.
3. CONSTRUCTION JOINTS OF MEANDERING SIDEWALK/TRAILS SHALL BE 10' IN LENGTH.

8' WIDE TRAIL STANDARDS — DATE: FEBRUARY 2013 — SARATOGA SPRINGS CITY — STREET STANDARDS — **ST-15A**

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

0 20 40 80 120
SCALE: 1"= 40'

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

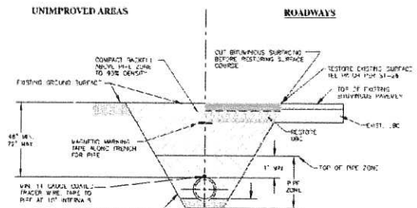
REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT
ATC INVESTMENTS
HARVEST POINT COMMERCIAL

DESCRIPTION
PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
CONSTRUCTION DETAILS	D1



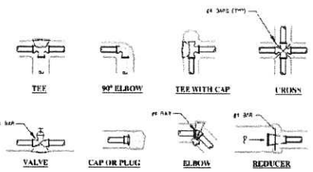
NOTES:

1. BASIC LINES 12 INCHES AND SMALLER SHALL BE DUCTILE IRON CLASS-51.
2. WATER LINES 10 INCHES AND SMALLER SHALL BE PVC WATER PIPE C-900 DR 14.
3. VALVES 12 INCHES AND LARGER SHALL BE BUTTERFLY VALVES.
4. WHENEVER POSSIBLE "HOT TAP" CONNECTIONS REQUIRED. HOT TAP VALVE TO BE SUPPORTED DURING CONNECTION. CONTRACTOR TO NOTIFY CITY 24 HOURS IN ADVANCE OF MAKING CONNECTION
5. PIPE ZONE SHALL BE BACKFILLED WITH APPROVED MATERIAL, OR ON-SITE ACCEPTABLE MATERIAL.
6. TRACING WIRE TO BE BROUGHT OUTSIDE OF BOTTOM PORTION OF VALVE BOX AND ALONG TOP TO SURFACE.
7. FLUSHING AND INSTALL POLY-WRAP ON DUCTILE IRON PIPE.
8. WHERE CONTAMINATED SOILS ARE ENCOUNTERED REMOVE, PLACE AND COMPACT IMPORTED BACKFILL MATERIALS AS REQUIRED AND AS DIRECTED

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSHA REQUIREMENTS, LATEST EDITIONS)
2. MINIMUM COVER OVER TOP OF PIPE SHALL BE 48-INCHES BELOW THE FINISHED GRADE. THIS DEPTH MAY BE INCREASED AS REQUIRED TO MISS UNDERGROUND UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, OR WHERE INDICATED ON THE DRAWINGS.
3. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 200 FEET OF SUBJECT CROSSINGS SHOWN ON THE DRAWINGS, OR AS "FIELD VERIFY".
4. SEWER MAINS, WATER MAINS, GAS MAINS AND OTHER UTILITIES ARE SHOWN ON THE PLANS IN A GENERAL SCHEMATIC WAY ACCORDING TO INFORMATION RECEIVED FROM OWNERS AND NOT THEIR OWN MEASUREMENTS. WE ASSUMED NO COMPLETENESS OF THE LOCATIONS SHOWN TO NOT COMMAND. THE CONTRACTOR SHALL LOCATE ALL UTILITIES, THE ACTUAL LOCATION OF EXISTING SERVICE CONNECTIONS AND PIPES AND TAKE THE NECESSARY STEPS TO AVOID RISK.
5. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
6. THE CONTRACTOR MAY, AT HIS DISCRETION, USE SLOPING WALLS IN UNIMPROVED TERRAIN.

CULINARY WATERLINE TRENCH — SARATOGA SPRINGS CITY — STANDARD DETAILS — CULINARY WATER — **WT-1**



SAFE BEARING LOADS

SOIL TYPE	SAFE BEARING LOAD (KSF)
SAND	1.500
SAND & GRAVEL	1.500
SAND & GRAVEL CEMENTED WITH CLAY SEAMS	3.000
CLAY	3.000

SAFE BEARING LOAD FORMULA

THRUST BLOCK AREA AGAINST = THRUST (P) / SAFE BEARING PRESSURE WALL (SQUARE FEET) / SAFE BEARING

NOTES:

1. REFERENCE PLANS FOR PIPE SIZE.
2. REFER TO PROJECT ENGINEER FOR CLEAR QUANTITIES OF CONCRETE REQUIRED AND SPECIFY REQUIREMENT METHODS & REQUIREMENTS WHICH SHALL BE APPROVED BY CITY ENGINEER
3. CONCRETE SHALL BE 4000 PSI MIN.
4. POUR CONCRETE AGAINST UNDISTURBED SOIL

THRUST ON FITTINGS

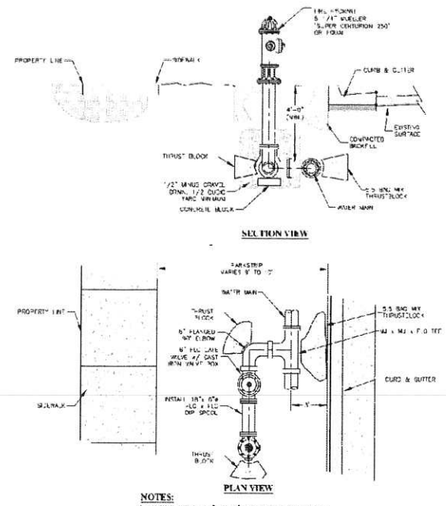
(POUNDS OF THRUST PER SQUARE INCH OF WATER PRESSURE)

PIPE SIZE	90 DEG BENDS	45° BENDS	22.5° BENDS
4"	18.5	26.1	14.2
6"	39	53.7	29.1
8"	68.9	93	50.4
10"	107.5	152	82.4	41.7
12"	153.1	216.4	117.2	59.3
14"	215.0	304.1	164.8	83
16"	280.9	398.1	215.6	109.0
18"	356.3	503.9	273.0	138
20"	439.8	622	336.9	170.4
24"	633.2	895.4	484.9	245.1

*WALL THRUST BY MAXIMUM WORKING PRESSURE

*PIPE REPORTS BARSTAR FAT SHALL BE THRUST BLOCKED AS PER ENGINEER RECOMMENDATION

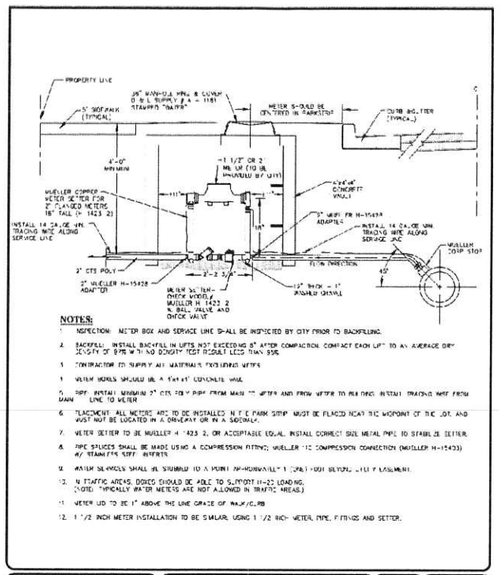
CONCRETE THRUST BLOCKS — SARATOGA SPRINGS CITY — STANDARD DETAILS — CULINARY WATER — **WT-2**



NOTES:

1. HYDRANT SHALL BE "INSTALL" STYLE WITH A VALVE LOCATED BREAK-AWAY UNIT IMMEDIATELY ABOVE GROUND.

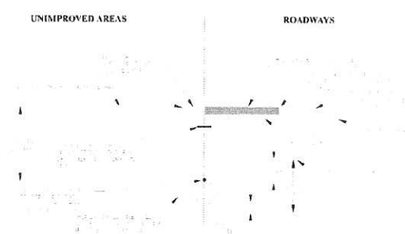
FIRE HYDRANT CONNECTION — SARATOGA SPRINGS CITY — STANDARD DETAILS — CULINARY WATER — **WT-4**



NOTES:

1. INSPECTION: METER BOX AND SERVICE LINE SHALL BE INSPECTED BY CITY PRIOR TO BACKFILLING.
2. BACKFILL: INSTALL BACKFILL IN LIFTS NOT EXCEEDING 8" AFTER COMPACTION. COMPACT EACH LIFT TO AN AVERAGE DRY DENSITY OF 95% WITH NO DENSITY TEST RESULT LESS THAN 93%.
3. CONTRACTOR TO SUPPLY ALL MATERIALS FOR LINING METER.
4. METER BOXES SHOULD BE A 1'x4'x4' CONCRETE VAULT.
5. PIPE: INSTALL MINIMUM 2" CTS POLY PIPE FROM MAIN TO METER AND FROM METER TO BUILDING. INSTALL TRACING WIRE FROM MAIN LINE TO METER.
6. TRACEMENT: ALL METERS ARE TO BE INSTALLED IN THE PARK STRIP. MUST BE PLACED NEAR THE MIDPOINT OF THE LOT, AND MUST NOT BE LOCATED IN A DRIVEWAY OR IN A SIDEWALK.
7. METER SETTER TO BE MUELLER H-1423-2, OR ACCEPTABLE EQUAL. INSTALL CORRECT SIZE METAL PIPE TO STABILIZE SETTER.
8. PIPE SPLICES SHALL BE MADE USING A COMPRESSION FITTING; MUELLER H-15433 COMPRESSION CONNECTION (MUELLER H-15433) W/ STAINLESS STEEL INSERTS.
9. METER SERVICES SHALL BE STUBBED TO A POINT APPROXIMATELY 1' (+/-) FROM BUILDING FOUNDATION.
10. IN TRAFFIC AREAS, BOXES SHOULD BE RATED TO SUPPORT H-20 LOADING. (NOTE: "PRIVATE" WATER METERS ARE NOT ALLOWED IN TRAFFIC AREAS.)
11. METER LID TO BE 1" ABOVE THE LINE GRADE OF WALK/CURB.
12. 1 1/2 INCH METER INSTALLATION TO BE SIMILAR, USING 1 1/2 INCH METER, PIPE, FITTINGS AND SETTER.

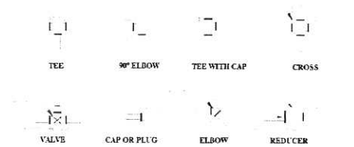
NON-RESIDENTIAL METER CONNECTION 2" OR 1 1/2" — SARATOGA SPRINGS CITY — STANDARD DETAILS — CULINARY WATER — **WT-6**



NOTES:

CONSTRUCTION NOTES:

SECONDARY WATERLINE TRENCH — SARATOGA SPRINGS CITY — STANDARD DETAILS — SECONDARY WATER — **SW-1**



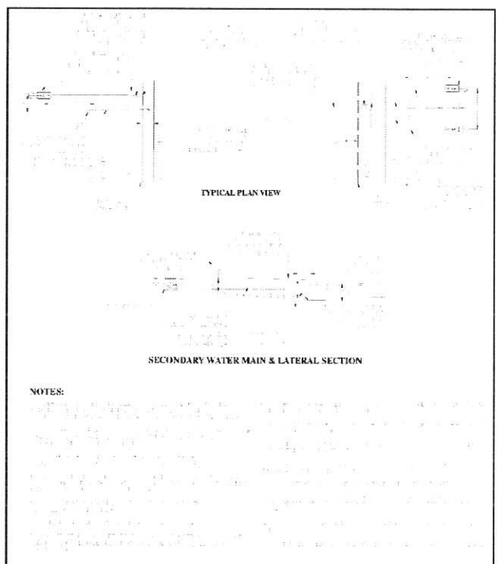
SAFE BEARING LOADS

THRUST ON FITTINGS

SAFE BEARING LOAD FORMULA

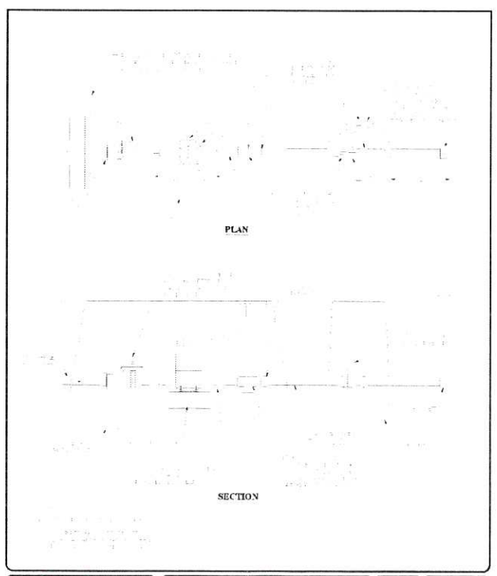
NOTES:

CONCRETE THRUST BLOCKS — SARATOGA SPRINGS CITY — STANDARD DETAILS — SECONDARY WATER — **SW-2**



NOTES:

SECONDARY WATER LAYOUT & 1" SINGLE AND DUAL LATERALS — SARATOGA SPRINGS CITY — STANDARD DETAILS — SECONDARY WATER — **SW-3**



SINGLE 1" PRESSURE IRRIGATION SERVICE BOX — SARATOGA SPRINGS CITY — STANDARD DETAILS — SECONDARY WATER — **SW-5A**

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

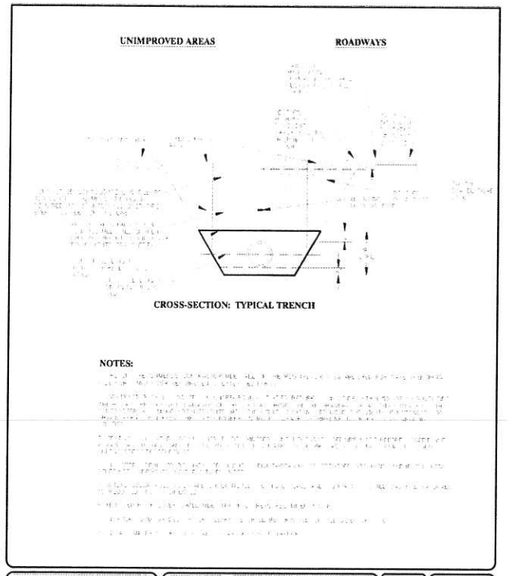
PROJECT

ATC INVESTMENTS
HARVEST POINT COMMERCIAL

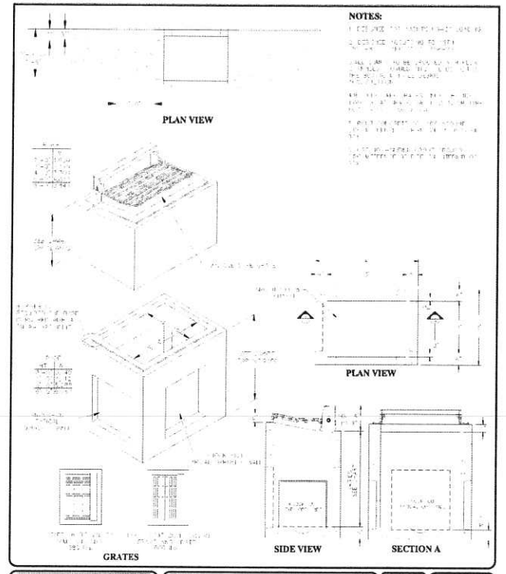
DESCRIPTION

PRELIMINARY PLAN

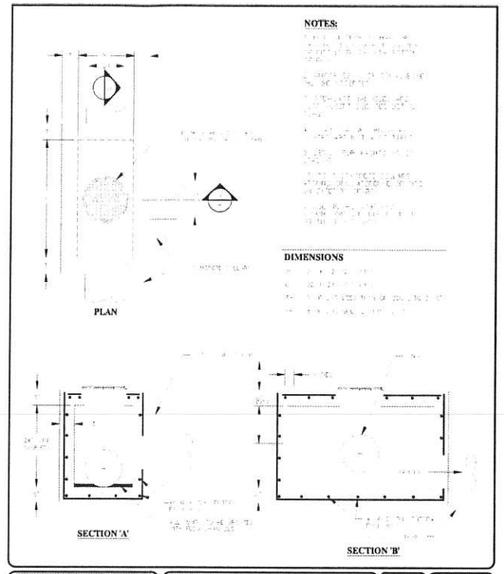
SHEET NAME	SHEET NUMBER
CONSTRUCTION DETAILS	D2



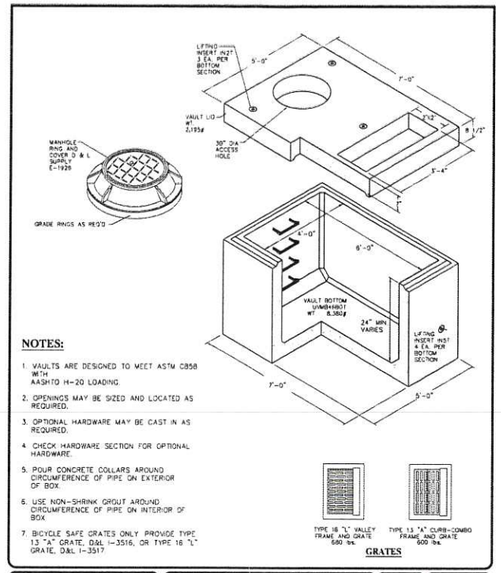
STORM DRAIN TRENCH | SARATOGA SPRINGS CITY | STANDARD DETAILS | STORM DRAIN | SD-1



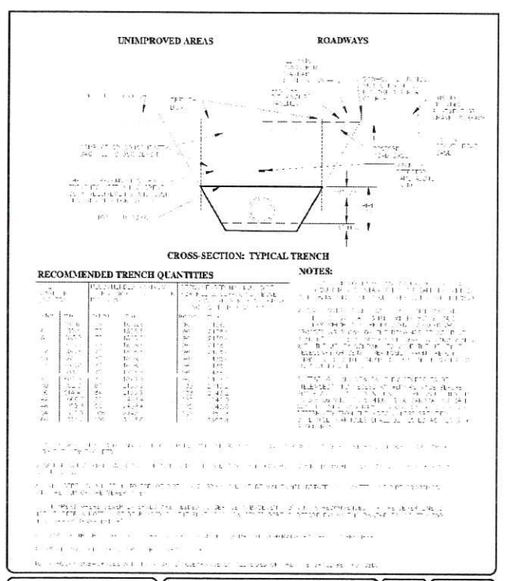
GUTTER INLET BOX | SARATOGA SPRINGS CITY | STANDARD DETAILS | STORM DRAIN | SD-2



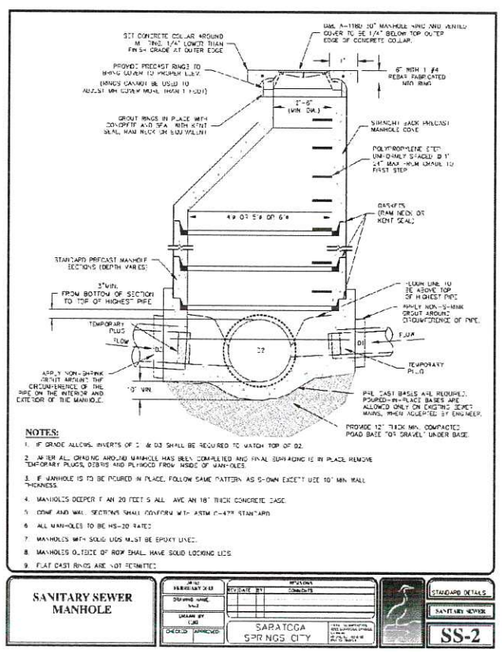
CLEANOUT BOX | SARATOGA SPRINGS CITY | STANDARD DETAILS | STORM DRAIN | SD-3



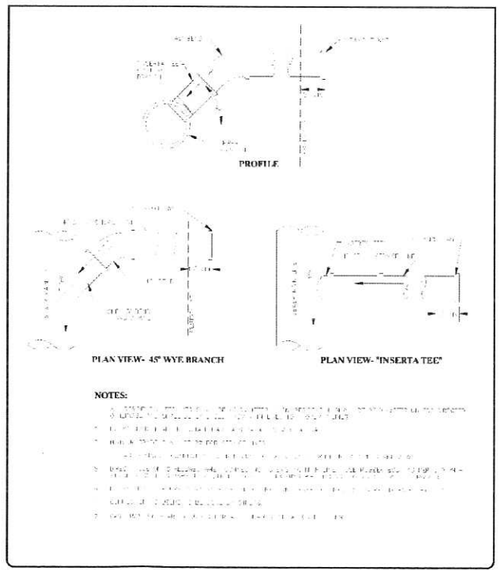
COMBINATION GUTTER INLET & CLEANOUT BOX | SARATOGA SPRINGS CITY | STANDARD DETAILS | STORM DRAIN | SD-4



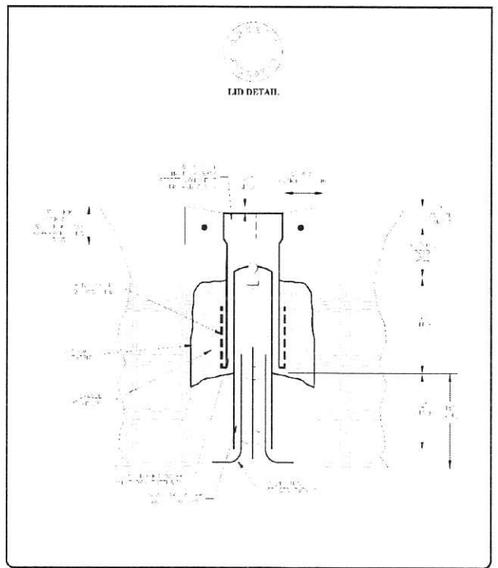
STANDARD SEWER TRENCH | SARATOGA SPRINGS CITY | STANDARD DETAILS | SANITARY SEWER | SS-1



SANITARY SEWER MANHOLE | SARATOGA SPRINGS CITY | STANDARD DETAILS | SANITARY SEWER | SS-2



SEWER SERVICE CONNECTION | SARATOGA SPRINGS CITY | STANDARD DETAILS | SANITARY SEWER | SS-3



SURVEY MONUMENT | SARATOGA SPRINGS CITY | STANDARD DETAILS | STREET STANDARDS | ST-29A

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

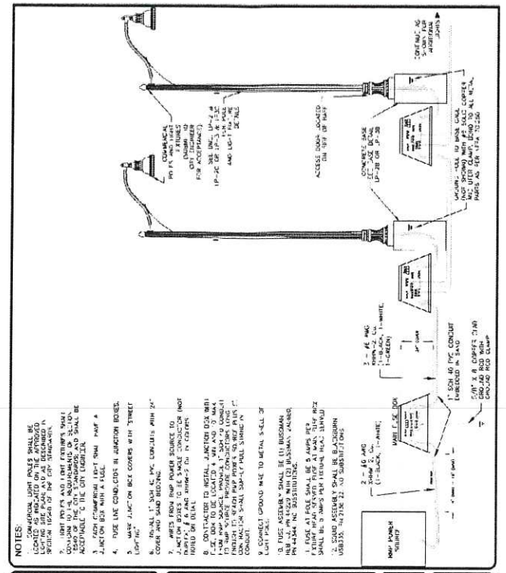
PROJECT

ATC INVESTMENTS
HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
CONSTRUCTION DETAILS	D3

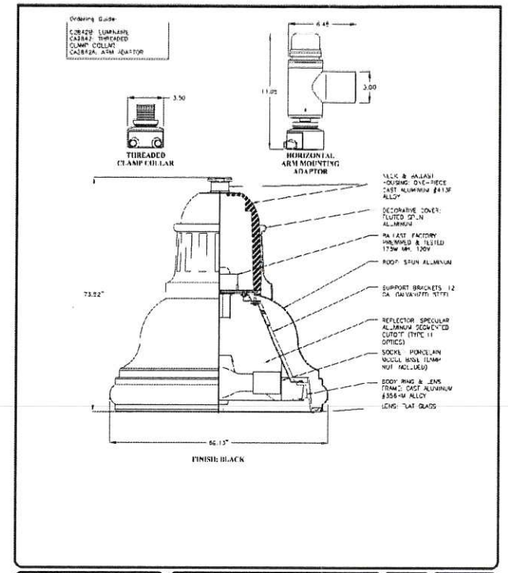


COMMERCIAL STREET LIGHT CONNECTION DETAIL

SARATOGA SPRINGS CITY

STREET LIGHTS

LP-5

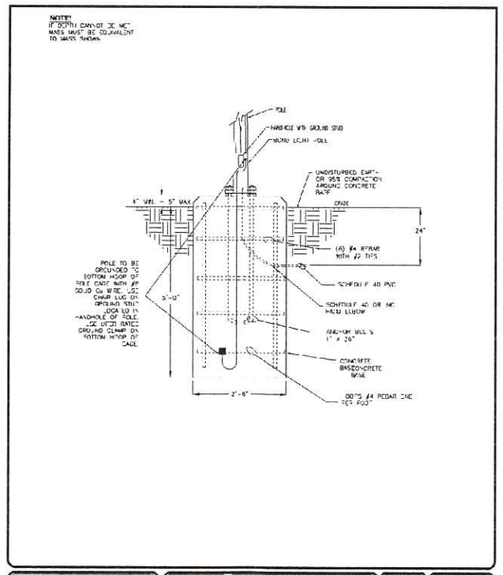


ARTERIAL STREET LIGHT LUMINARE

SARATOGA SPRINGS CITY

STREET LIGHTS

LP-3C

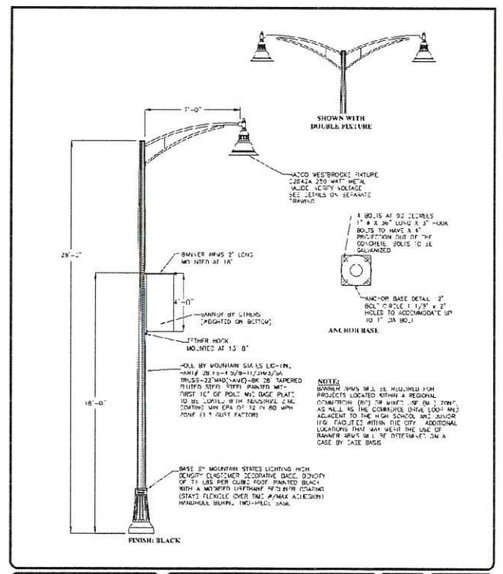


CONCRETE BASE DETAIL FOR 28' ARTERIAL

SARATOGA SPRINGS CITY

STREET LIGHTS

LP-3B



28' ARTERIAL STREET LIGHT WITH BANNER ARM

SARATOGA SPRINGS CITY

STREET LIGHTS

LP-3A

DEVELOPER

ATC INVESTMENTS

791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

gerg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	11/25/13

PROJECT

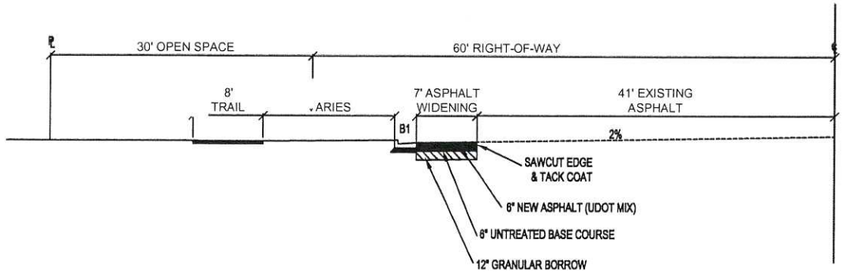
ATC INVESTMENTS

HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
CONSTRUCTION DETAILS	D4

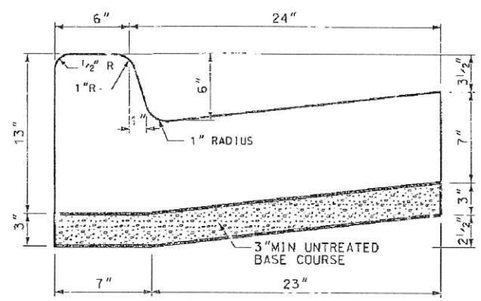


CROSS SECTION REDWOOD ROAD IMPROVEMENTS

N.T.S.

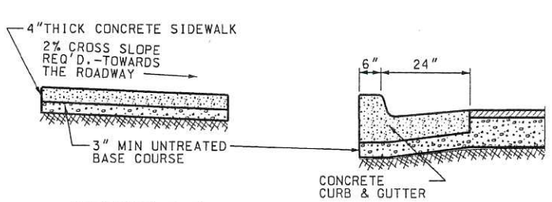
CURB & GUTTER DETAIL

NOT TO SCALE

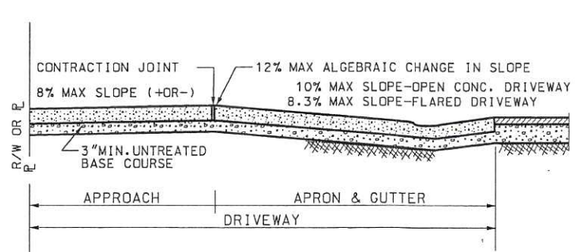


TYPE B1
CURB & GUTTER
AREA = 1.680 SQ.FT.

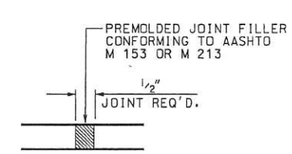
SECTION A-A



SECTION B-B



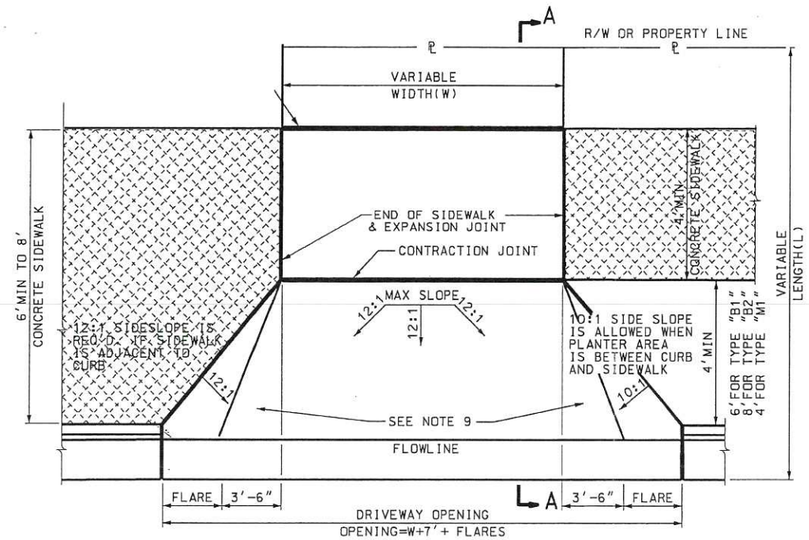
SLOPE DETAIL



EXPANSION-CONTRACTION JOINT DETAIL

FLARED ACCESS DETAIL

NOT TO SCALE



FLARED DRIVEWAY

NOTES:

1. DRIVEWAY DIMENSIONS (MAX.& MIN.) ARE LOCATED IN UDOT "MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS OF WAY" CURRENT EDITION.
2. MAXIMUM DISTANCE BETWEEN TOOLED OR CONSTRUCTION JOINTS 10' LATERALLY AND LONGITUDINALLY SPACED EQUALLY.
3. PROVIDE EXPANSION JOINTS WHERE CONCRETE SIDEWALK BUTTS AGAINST CONCRETE DRIVEWAYS AND IN CONCRETE SIDEWALK AT 30 FEET INTERVALS.
4. DO NOT PAY FOR SIDEWALK INSIDE THE DRIVEWAY LIMITS (WIDTH AND LENGTH)
5. OPEN CONCRETE DRIVEWAY - FLARED DRIVEWAY
   A: RESIDENTIAL = 6 inch THICK. COMMERCIAL = 7 inch THICK
   B: EXTEND DRIVEWAY APPROACH TO R/W - PROPERTY LINE
   C: IF THE GRADES SHOWN ON THE SLOPE DETAIL CANNOT BE MET, DEPRESS THE LONGITUDINAL SLOPE OF THE SIDEWALK AT A RATE OF 5 PERCENT TO MEET THE APRON - APPROACH ELEVATION.
6. USE CLASS AA(AE) CONCRETE FOR SIDEWALK AND DRIVEWAYS
7. USE UNTREATED BASE COURSE UNDER ALL SIDEWALKS AND DRIVEWAYS.
8. 10:1 = 10% SLOPE: 12:1 = 8.33% SLOPE.
9. QUANTITIES FOR DRIVEWAYS INCLUDE RADIUS AND FLARES TO LIP OF GUTTER.

DEVELOPER

ATC INVESTMENTS
791 WEST 800 SOUTH
MAPLETON, UT 84664

DEVELOPMENT

HARVEST POINT COMMERCIAL

Gerg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	9/6/13

PROJECT

ATC INVESTMENTS
HARVEST POINT COMMERCIAL

DESCRIPTION

PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
UDOT DETAILS	D5

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Public Hearing: Preliminary Plat for Harvest Point Commercial located at approximately the southwest corner of Redwood Road and Springhill Drive, Ken Berg, applicant.

Scott Langford presented the proposed Preliminary Plat for Harvest Point Commercial along with the findings and conditions listed in the staff report.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Jarred Henline, Kara North, and Kirk Wilkins had no comments regarding this item.

Eric Reese asked if there could be any potential cross traffic problems with the commercial development across the street and if so, could this create any problems. Ken Berg didn't see any issues at this time with the adjacent development.

Sandra Steele echoed the comments that have been made by Commissioner Reese.

Jeff Cochran also echoed the concerns of cross traffic from the adjacent development.

Eric Reese asked if a condition regarding this matter could be added. Scott Langford stated that staff could relay this matter to the Council.

Motion was made by Kara North and seconded by Jarred Henline to forward a positive recommendation to the City Council for the Harvest Point Commercial Preliminary Plat located at the southwest corner of Redwood Road and Springhill Drive, Ken Berg, applicant based on the findings and conditions listed in the staff report dated January 23, 2014.

Question on the motion was asked by Sandra Steele asked if the conditions regarding the access into the development be added to the motion. Kara North and Jarred Henline accepted the addendum made by Sandra Steele.

Aye: Kara North, Jarred Henline, Kirk Wilkins, Eric Reese, Sandra Steele and Jeff Cochran. Motion was unanimous.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Mountain View Estates
Final Plat
February 18, 2014

Applicant/ Owner:	Sudweeks Holdings, LLC – Brian Sudweeks
Location:	Carlton Avenue (450 West) and 400 North
Major Street Access:	400 North
Land area:	Approximately 12.02 acres
Land Use Map Designation:	Low Density Residential
Zone:	R-3, Low Density Residential
Zoning of Adjacent Parcels:	R-3, Low Density Residential and A, Agricultural
Current Use:	Vacant, undeveloped
Adjacent Uses:	Single-family lots, vacant land
Previous Meetings:	Public Hearing with the Planning Commission, 8-22-13; Public Meeting with City Council, 09-03-13
Previous Approvals:	Preliminary Plat: Approved by City Council 09-03-13
Land Use Authority:	City Council
Future Routing:	None
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for approval of the Final Plat for Mountain View Estates, generally located at 400 North Carlton Avenue (450 West). The applicant is requesting 35 buildable lots on 12.02 acres, which equals 2.91 units per acre. Parcel A will be used as a detention pond for the development and Parcel B will be utilized and constructed as a trail to the Middle School. An HOA will be formed to maintain these parcels along with the park strip along 400 North. The Final Plat is consistent with the previously approved Preliminary Plat.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed final plat at their discretion, and choose from the options in Section "H" of this report. Options include a motion for approval as proposed, a motion to continue the item to gather additional supportive information, or a motion for a denial based on non-compliance with findings of specific criterion.

B. Background:

The Mountain View Estates Concept Plan was reviewed by the Planning Commission at their May 23, 2013 meeting and City Council on June 4, 2013. The Planning Commission was supportive of the concept plan and discussed the following:

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

The Commissioners expressed that payment in lieu of open space would be acceptable for this project due to the proximity of nearby parks. As discussed, the code requirement for a project greater than ten acres would not have the ability to utilize 100% of the open space requirement to be satisfied by payment in-lieu. The Commissioners recommended a code amendment that would create specific criteria for payment in lieu, rather than acreage amounts. The City Council also agreed with this recommendation.

Since the May and June meetings, the city amended the Land Development Code (adopted July 16, 2013) and recognizes a payment in-lieu of open space provided that the code sections outlined in the findings section of this report are met.

The Planning Commission held a public hearing and reviewed the Preliminary Plat on August 22, 2013 and the City Council approved the Preliminary Plat on September 3, 2013. Minutes from those meetings are attached.

C. Specific Request:

The subject property is located at 400 North and Carlton Avenue (450 West). Lakeview Academy is to the west, the high school is to the east, and the middle school is to the north. The applicant is requesting 35 buildable lots on 12.02 acres, which equals 2.91 units per acre. Parcel A will be used as a detention pond for the development and Parcel B will be utilized and constructed as a trail to the Middle School. An HOA will be formed to maintain these parcels along with the park strip along 400 North.

Access to the development will be from 400 North. This access required coordination with the Alpine School District since a portion of the land for the access is on their property. The applicant has come to an agreement with the school district and has closed on the purchase of the required property.

The proposed lots on the Final Plat comply with the requirements for lot size, lot frontage, and lot width as outlined in the R-3 Zone.

D. Process:

Per section 19.12.03 of the City Code, all subdivisions must receive Final Plat approval. An application for a Final Plat shall follow the approved City format and must contain specific information outlined in section 19.12.03(2).

Section 19.13.04 of the City Code states that Final Plats require City Council approval after a Preliminary Plat has been approved by the City Council, with a recommendation from the Planning Commission. The Planning Commission held a public hearing and reviewed the Preliminary Plat on August 22, 2013 and the City Council approved the Preliminary Plat on November September 3, 2013.

E. Community Review:

Per 19.12.03 of the City Code, this item was 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 the Planning Commission meeting. As of the completion of this report, the City has not received any public comment regarding this application.

F. Review:

The proposed Final Plat was reviewed against pertinent sections of Utah State Code. In connection with State and City Code, the plat requires the signature of all the necessary utility service providers to ensure that the proposed development can provide all the essential services to future residents. The engineering department has reviewed this plat and does not foresee any issues providing services to this development.

G. General Plan:

The General Plan designates this area as Low Density Residential. The Land Use Element of the General Plan defines Low Density Residential as one to four units per acre. The proposed subdivision consists of 2.91 units per acre; thus, the proposed subdivision complies with the policy direction of the General Plan.

H. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria have been extrapolated from the requirements listed in Sections 19.13 (Subdivision Requirements) and 19.04.13 (R-3 Zone Requirements) of the City Code. Upon review of the City Code, staff finds that the proposed Final Plat will meet all the code requirements if all the recommended conditions of approval listed in this report are met.

Permitted or Conditional Uses: complies. Section 19.04.13(2) lists "Single Family Dwellings" as a permitted use in the R-3 zone. This project is proposing 35 lots for single family homes; thus, the proposal is a permitted use in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for any use in this zone is 10,000 square feet. All 35 lots proposed are greater than 10,000 square feet.

Setbacks and Yard Requirements: can comply with condition of approval. Section 19.04.13(5) outlines the setbacks required by the R-3 zone. These requirements are:

Front: 25 feet
Sides: 8 feet minimum, 20 feet total
Rear: 25 feet

Corner lots, there shall be a minimum setback on corner lots as follows:
Front: 25 feet
Side: 20 feet

The Lot Setback detail shown on the plat must be updated prior to recording to ensure that future homes will comply with the Code.

Minimum Lot Width: complies. Section 19.04.13(6) outlines the requirements for lot widths in the R-3 zone. This section states that every lot in this zone shall be 80 feet in width at the front building setback. This requirement has been met with the attached plat.

Minimum Lot Frontage: complies. Section 19.04.13(7) outlines the requirements for lot widths in the R-3 zone. This section states that every lot in this zone shall have at least 35 feet of frontage along a public street. This requirement has been met with the attached plan.

Maximum Height of Structures: complies. Section 19.04.13(8) outlines the requirements for the building height in the R-3 zone and states that no structure in this zone shall be taller than 35 feet or as otherwise restricted by local, state or federal height restrictions. This requirement will be reviewed by the building department with each individual building permit application.

Maximum Lot Coverage: complies. Section 19.04.13(9) outlines the requirements for lot coverage in the R-3 zone and states that the maximum lot coverage in this zone is 50%. This requirement will be reviewed by the building department with each individual building permit application.

Minimum Dwelling Size: complies. Section 19.04.13(10) outlines the requirements for minimum dwelling sizes within the R-3 zone and states that every dwelling in this zone shall contain a minimum of 1,250 square feet of living space. This requirement will be reviewed by the building department with each individual building permit application.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the

building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

This subdivision will provide public sidewalks and a road that will connect with the existing public road and sidewalk infrastructure adjacent to this development. This connectivity is sufficient to support the additional residential lots.

Landscaping, fencing, and signage: not applicable. The City Code does not require any additional landscaping or fencing for this type of development. Individual property owners that desire to construct fences will be required to meet City Code at the time of construction. No signage is proposed with this subdivision.

Open Space:
The project includes 10,753 square feet (0.25 acres) amount of open space. 15% of the total project area is the equivalent of 1.8 acres of open space. Thus the project is short 1.55 acres of open space. The applicant is requesting to use the payment in lieu of open space program to satisfy the deficiency. Amendments to this Code section were adopted on July 16, 2013 and are outlined below.

19.13.09. Payment in Lieu of Open Space.

1. **Purpose.** In order to meet the City's recreational needs and to create a more attractive community, Open Space shall be dedicated to the City of Saratoga Springs in accordance with the standards provided in Chapters 19.04 and 19.07 of the Land Development Code. In cases where the City Council finds that a voluntary payment to the City in lieu of providing all of the open space required by the City's Land Development Code will better meet the City's recreational needs, the City Council may allow a developer to utilize the City's Payment in Lieu of Open Space Program as described in this Section.

2. **Payment in Lieu of Open Space Program.** The City's Payment in Lieu of Open Space Program may be utilized for developments in the R-2, R-3, and R-4 zones. The percentage of open space that may be satisfied with a Payment in Lieu of Open Space shall be determined by the City Council taking into account the following:
    a. The proximity of regional parks;
        Staff conclusion: Neptune Park and Sunset Haven Park, which are nearby public parks, are within walking distance of this development. The Sunrise Meadows park is also nearby.

    b. The size of the development;
        Staff conclusion: The development is 12.02 acres with 35 lots and would result in a park that is 1.8 acres. The nearby parks are 10.87 acres (Neptune), 3.3 acres (Sunset Haven), and 5.16 acres (Sunrise Meadows) respectively.

    c. The need of the residents of the proposed subdivision for open space amenities;
        Staff conclusion: The needs of the future residents may be met by utilizing the nearby parks.

    d. The density of the project;
        Staff conclusion: This is a low density residential project, with a density of 2.91 units per acre.

    e. Whether the Payment in Lieu furthers the intent of the General Plan; and
        Staff conclusion: The General Plan states "Open spaces shall include useable recreational features as outlined in the City's Parks, Trails, Recreation and Open Space Master Plan. This plan recommends that the City does not continue to create or accept parks less than 5 acres in size. If the 1.8 acres were to be developed within this phase, it would need to be a private park and would not be open to the public.

f. Whether the Payment in Lieu will result in providing open space and parks in more desirable areas.

Staff conclusion: The payment in lieu of open space will allow the City to purchase oro improve park space in other areas in the City.

3. **Excluded Open Space**. Specific types of open space do not qualify for this program including landscaping strips, regional trail segments, landscaping buffers, sensitive lands, landscaping in parking areas, or other types of open space that may be specifically required by City ordinances and standards.

Staff conclusion: The requested payment in lieu of open space is not being proposed for the above listed open spaces.

4. **Qualification for the Program.** Developments that the developers or the planning staff believe would result in better projects and would meet the above described standards may qualify for the Payment in Lieu of Open Space Program.

a. Such developments will be presented to the Planning Commission and City Council as part of the review process for Concept Plans or Master Development Plans. Said payments in lieu of open space shall be presented for approval in connection with preliminary and final plat approval. During that review, the Planning Commission will make a recommendation to the City Council on the implementation of the Payment in Lieu of Open Space program.

Staff conclusion: The Preliminary Plat was approved by the City Council with the condition, "5. That the applicant may pursue the payment in lieu of open space option for the open space deficiency."

Section "I" of this report explains the amount of money acceptable for the payment in lieu option. City staff has reviewed a professional bid based on providing a 1.55 acre park in this area and agrees that $1.06 per square foot is reasonable, though much lower than the average cost of the last 4 parks the City has constructed (average $3.33 per square foot).

b. Subsequent to the Planning Commission's review, the City Council may approve, approve with modifications, or deny a request to implement the Payment in Lieu of Open Space Program. The City Council maintains complete discretion as to whether a request to provide Payment in Lieu of Open Space shall be granted.

Staff conclusion: The payment in lieu of open space option was discussed during the Concept Plan review. Staff recommends that the payment in lieu of open space option be considered for the 1.55 acre deficiency because this small amount of open space will not be beneficial to the City as an individual parcel and there are nearby parks that may be used by the future residents of this development.

I. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed Final Plat application and discuss any public input received and at their discretion chose from the options below.

Recommended Motion:

"I move to approve the Final Plat for Mountain View Estates, generally located at 400 North Carlton Avenue (450 West), based on the following findings and subject to the conditions listed below:

Findings:

1. Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property. Notice to the property owner under Utah Code § 10-9a-205 is not required because the property owner requested the zone change and is aware of the new zone regulations.
2. The City Council approved the Preliminary Plat on September 3, 2013.

3. The General Plan recommends Low Density Residential for this location which is defined as one to four units per acre. The proposed plat consists of 2.9 units per acre which is allowed by the Land Use Element of the General Plan and is therefore acceptable.
4. Section 19.04.13 states that "Single Family Dwellings" are a permitted use in the R-3 zone. This project is proposing 35 lots for single-family homes which are a permitted use.
5. Section 19.04.13 states that the minimum lot size for any use in the R-3 zone is 10,000 square feet. The proposed subdivision has lots ranging in size from 10,000 to 15,999 square feet; thus, meeting this requirement.
6. Section 19.04.13 states that the R-3 zone requires front setbacks of 25 feet, side setbacks of 8 feet minimum for a total of 20 feet, and rear setbacks of 25 feet. For corner lots the minimum setback is 25 feet in the front and 20 feet on the side. The Lot Setback detail shall be updated to reflect the code requirements prior to the recordation of the Final Plat.
7. Section 19.04.13 states that every lot in this zone shall be 80 feet in width at the front building setback. The lots on the plat comply with this requirement.
8. Section 19.04.13 states that every lot in this zone shall have at least 35 feet of frontage along a public street. The proposed lots comply with this requirement.
9. Section 19.04.13 states that no structure in the R-3 zone shall be taller than 35 feet; maximum lot coverage in the R-3 zone is 50%; and, the minimum dwelling size in the R-3 zone is 1,250 square feet of living space. These requirements will be reviewed by the building department with each individual building permit application and may not receive a permit unless they comply.
10. Section 19.04.13 states that The R-3 zone requires 15% open space. The project includes 10,753 square feet (0.25 acres) amount of open space. 15% of the total project area is the equivalent of 1.8 acres of open space; therefore, the project is deficient 1.55 acres of open space. The applicant is proposing the payment in lieu of open space option for the deficiency (1.55 acres). We approve the payment in lieu for the following reasons:
    a. The criteria listed for payment in lieu of open space (Section 19.03.09) have been met.
    b. Per Section 19.13.09, the proximity of nearby parks and the impact of the proposed development have been evaluated and it has been determined that the parks in the area are sufficient for the proposed development.
    c. That the applicant may pursue payment in lieu of open space improvement for the 1.55 acre deficiency by agreeing to pay the following:
        i. Improvement of open space at a cost of $1.06 per square foot, for a total of $71,657.90, plus;
        ii. The appraised value of the land which was determined to be $1.21 per square foot, for a total of $81,696.78, plus;
        iii. The amount equal to the estimated costs of water connections and water rights for the land if it were developed as open space, which is $15,200 per acre, for a total of $23,560, therefore;
        iv. The total amount of payment in lieu open space costs for 1.55 acres is $176,914.68.

Conditions

1. That all requirements of the City Engineer be met, including those listed in the attached report.
2. That all requirements of the City Fire Chief be met, including:
    a. Fire hydrant spacing shall not exceed 500 feet.
    b. Fire flow demands must be met.
3. The Lot Setback detail shall be updated to reflect the code requirements prior to the recordation of the Final Plat.
4. That the applicant may pursue payment in lieu of open space improvement for the 1.55 acre deficiency by agreeing to pay the following:
    i. Improvement of open space at a cost of $1.06 per square foot, for a total of $71,657.90, plus;
    ii. The appraised value of the land which was determined to be $1.21 per square foot, for a total of $81,696.78, plus;
    iii. The amount equal to the estimated costs of water connections and water rights for the land if it were developed as open space, which is $15,200 per acre, for a total of

$23,560, therefore;

iv. The total amount of payment in lieu open space costs for 1.55 acres is $176,914.68.

5. Any other conditions as articulated by the City Council: _____
_____

Alternative Motions:

Alternative Motion A
"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

_____
_____
_____
_____

Alternative Motion B
"I move that the City Council deny the Mountain View Estates Final Plat generally located at 400 North Carlton Avenue (450 West). Specifically, I find the following application standards and/or code requirements have not been met:

_____
_____
_____
_____

J. Exhibits:

A. City Engineer's Staff Report
B. Location Map
C. City Council Minutes, 9-3-13
D. Mountain View Estates Final Plat
E. Park Bid / Engineering Cost Estimate for hypothetical park improvement
F. Payment in Lieu of Open Space Agreement

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Mountain View Estates – Final Plat
Date: February 13, 2014
Type of Item: Final Plat Approval

Description:

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

B. Background:

Applicant:	*Sudweeks Holdings, LLC*
Request:	*Final Plat Approval*
Location:	*Approx. Carlton Ave. and 400 North*
Acreage:	*12.02 acres - 35 lots*

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

D. Conditions:

A. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.

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

C. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

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

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

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

G. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.

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

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

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

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

L. Developer shall bury and/or relocate the power lines that are within this plat.

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

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

O. Developer shall ensure that existing abandon irrigation canal is properly removed as shown in the construction drawings. No building permits should be issued until the City has accepted the improvements.

P. The detention basin property shall be improved and landscaped by the developer and dedicated to and maintained by the HOA.

Q. Any existing wells or septic systems on the property shall be removed and/or abandoned as per local and state requirements.

R. The entry Road shall align with Carlton Ave. to the North. Developer shall acquire the necessary property and easements to align the roads prior to recording the plat

S. ROW for 400 North shall be dedicated and align with the existing ROW dedication provided by the Lakeview Academy to the West. All required frontage improvements shall be installed by the developer and maintained by the HOA.

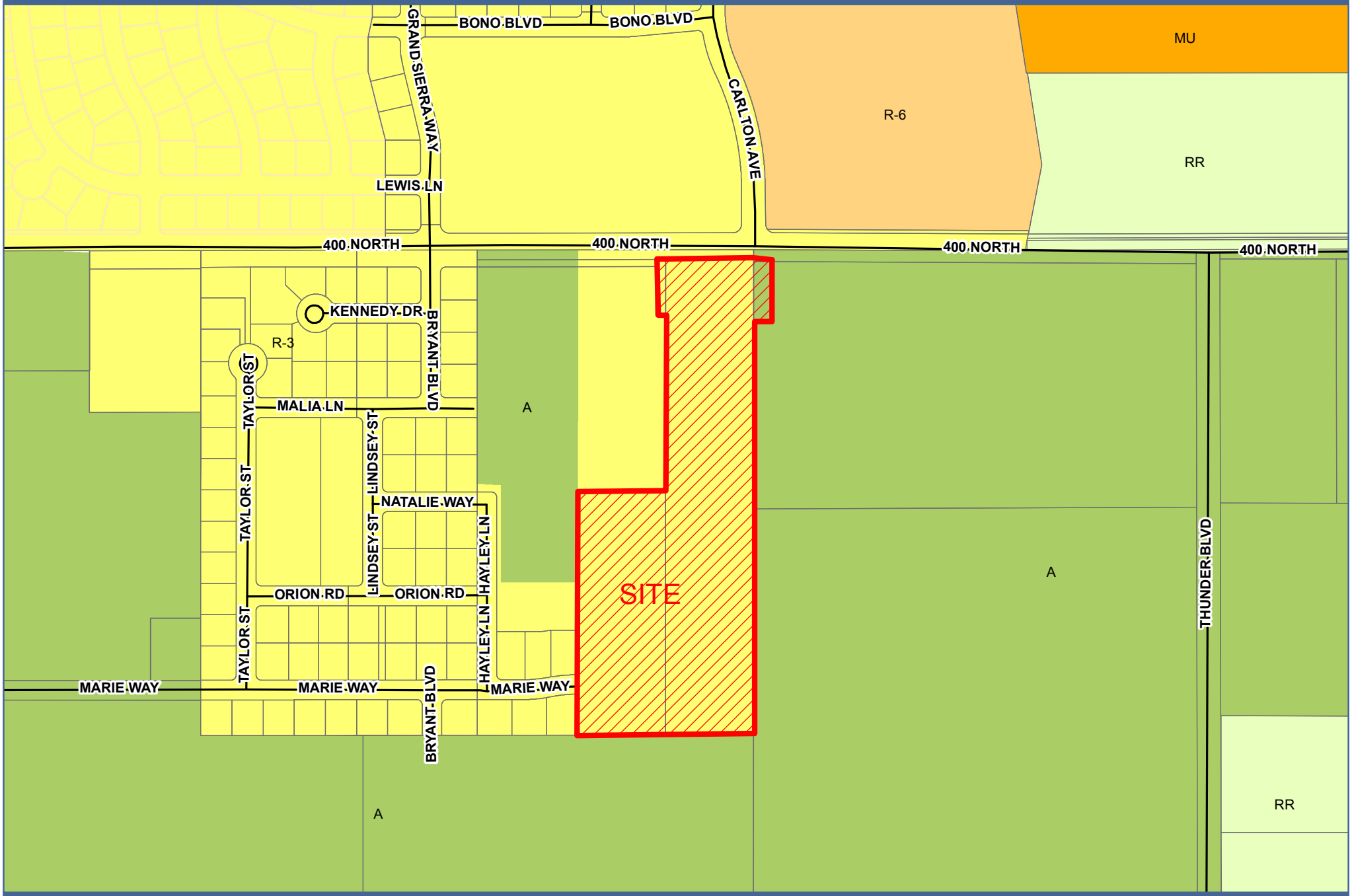
T. The culinary water system shall be connected to the existing waterline stub to the north installed by the Lakeview Academy.

U. Provide all improvements in the pedestrian corridor including a 5 foot sidewalk and connect to the existing trail at the Jr. High School. This property shall be improved by the developer and dedicated to and maintained by the HOA.

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

W. Developer shall complete the payment in lieu of open space program as specified in the City's land development code to account for the open space deficiency with the plat, including the required payments for the property and water, prior to plat recordation.

Location Map



Mountain View Estates

0 162.5 325 650 Feet

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING
Tuesday, September 3, 2013
Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL MINUTES

POLICY SESSION - Commencing at 6:02 p.m.

Present:
Council Members: Councilman McOmber, Councilwoman Call, Councilwoman Baertsch, Councilman Poduska, Councilman Miller, Mayor Love
Staff: Mark Christensen, Spencer Kyle, Mark Edwards, Chief Burton, Owen Jackson, Kevin Thurman, Sarah Carroll, Jeremy Lapin, Chief Campbell, Sue Alexander
Others: Greg Wilder, Ted Mickelsen, Robert Krejci, Cari Krejci, David Scanlon, Andrew Scanlon, Chris Porter, Stephen Willden, Alex Nielson, Marilyn Sanford, Dick Sanford, Mel Landyn, Carole Landyn, Cort Lambson, B. Mackay, Jimmy Kawato, Caleb Mousley, Roshelle Mousley, Laura Lee Bradshaw, Shara Young, Austin Young, Ryan Poduska, Mark Chandler, Greg Jensen

- **Call to Order by Mayor Love.**
- **Roll Call**
- **Invocation/Reverence was given by Councilman Poduska.**
- **Mayor Love requested a moment of silence for Sgt. Derek Johnson.**
- **Pledge of Allegiance was led by David Scanlon from Troop 1281.**

Mayor Love opened public input.

Carolyn Krejci, a retired nurse, expressed concern about the proposed bus lot being put so close to the high school. With all of the extra-curricular outside activities, the diesel fumes will be a hazard. Please consider a different location. She suggested using the area around the mink farm.

Mayor Love closed public input.

POLICY ITEMS

1. **Consent Calendar:**
   a. **Bid Award for the Jacobs Ranch Lower Channel project.**
   Jeremy Lapin said that the low bid was from W.W. Clyde and Company at a cost of $847,000; projected cost had been $1.3 million. This is the same company that's doing the debris basin.
   Councilman Poduska asked if some of the cost was coming from federal funds.
   Jeremy Lapin said that 75% comes from grants. There will be a bridge where the existing trail used to cross the drainage at the north end of the detention basin right where the drainage enters the pond.

   b. **Change order request for the Upper Drainage Channel project.**

   Councilwoman Call questioned why there was no penalty or discount since the expenditure was not given prior approval.
   Mark Edwards explained that the work was needed and was within the guidelines for the project.
   Councilwoman Call stated that the project manager should know the policy for projects they're working on.

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.

Mark Edwards said that a penalty was not justified under the circumstances.
Mark Christensen noted that we would have approved it; it was a procedural era.
Jeremy Lapin said that the consultant is here tonight and he understands the seriousness and the Council's concern.

c. Site Plan and Conditional Use for the Pony Express Pump Station located at approximately 800 West Pony Express Parkway, Eagle Mountain Public Works Department, applicant.

Councilwoman Call noted that the staff report talks about 23' and 24' heights for the building; it needs to be consistent. She expressed concern about the honey locust trees, wondering if they were the same types that were dying in this area.
Mark Edwards said that these are not the same trees; this type is actually thriving.

d. Preliminary Plat for Mountain View Estates located at approximately Carlton Ave (450 West) and 400 North, Brian Sudweeks, applicant.

Councilwoman Call requested a stop sign on Carlton, on the east side of Neptune Park, during construction.
Councilwoman Baertsch noted that one road is listed as Westlake Lane. She expressed concern that the name could cause people to think they're going to Westlake High School. She suggested the name be changed.

e. Resolution R13-34 (9-3-13) amending the consolidated fee schedule.

Councilwoman Call pointed out that the old fee schedule for trash services is quoted. The new rates need to be used.
Councilman McOmber thanked the staff for all their effort and asked that his thanks be relayed to those not present.
Mark Christensen introduced John Linton, an intern, who worked on the fee schedule.
Councilwoman Call questioned the calculation used; it took into consideration salary, benefits, etc. divided by number of hours worked, but it doesn't reflect PTO.
John Linton said he used only the 40 hour work week times 52 weeks (2080 hours).
Spencer Kyle said that the way it's done is correct.
Councilwoman Call said she feels the formula is flawed because it doesn't account for PTO (ie. holidays).
Mayor Love assured her that we can continue to work on it.
Councilwoman Call said she would like to return to this at a later date. She wants to see an actual cost.
Mark Christensen said that PTO is part of the total compensation package.
Councilwoman Call wants the actual per hour cost per employee.
Mark Christensen noted that many are salaried employees and working more than the 40 hours per week used in the calculation.
Councilman Poduska said he is fine with it as is.
Councilman Miller and Councilman McOmber said to leave it as is.
Councilwoman Baertsch said she is fine with it.
Mayor Love said we would continue to improve as we go along.

f. Approval of minutes:
i. August 6, 2013.

Councilwoman Baertsch moved to approve the Consent Calendar:
a. Bid Award for the Jacobs Ranch Lower Channel project to W.W. Clyde and Company for $847,000
b. Change order request for the Upper Drainage Channel project
c. Site Plan and Conditional Use for the Pony Express Pump Station located at approximately 800 West Pony Express Parkway, Eagle Mountain Public Works Department, applicant, with the height corrections

d. Preliminary Plat for Mountain View Estates located at approximately Carlton Ave (450 West) and 400 North, Brian Sudweeks, applicant, with the addition of the stop sign at Carlton

e. Resolution R13-34 (9-3-13) amending the consolidated fee schedule, with the correct garbage rates being included

g. Approval of minutes:

i. August 6, 2013.

Mayor Love pointed out that change orders are always difficult for Council members and that care needs to be taken to follow city procedures.

Councilman Poduska seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED.

2. Public Hearing: General Plan Amendment, Rezone and Concept Plan for Jacobs Ranch Plat Q located at approximately Colt Drive and Ring Road, Greg and Mary Wilder, applicant.

Sarah Carroll noted that this is located next to R3 and next to regional commercial. The Planning Commission recommended approval.

Mayor Love opened the public hearing.

No one spoke during the public hearing.

Councilman McOmber moved to close the public hearing. Councilman Miller seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED.

Councilwoman Baertsch cautioned that the feathering of uses needs to be done so a Wal-Mart type business can't be next to a residential area.
Councilwoman Call noted that transition of densities is always a good idea.
Councilman McOmber said he was glad there was no public comment; residents like it when we're reducing use. He recommended they keep in mind the trails corridor along Redwood.
Councilman Miller said the reduction is great. He asked staff if this affects the master plan.
Sarah Carroll said it was an amendment to the land use map of the master plan.
Kevin Thurman said the master plan is not affected; the Master Development Agreement is expired.
Councilwoman Baertsch said she thought the MDA had been renewed.
Sarah Carroll replied that it was for only for 90 days with plat I.

3. Arguments for and against Referendum and Initiative.

Kevin Thurman explained that this was in regard to the plat 17 rezone. He has received arguments from the petition sponsors and the developer of Green Springs. Council members had been sent some proposed arguments for them to consider. These need to be discussed and finalized tonight.
Mayor Love noted that the developer's comments were not received until 4pm. This is not fair to Council.
Mark Christensen noted that because of the compressed timeline from the Supreme Court, this was the best they could do.
Kevin Thurman explained that this was the last day to receive arguments.
Mayor Love suggested they look at arguments from both sides and try to keep them as close as possible to what they wanted.
Kevin Thurman asked that if more than one argument was received, how would they be combined or reduced. There is a 500 word limit. The argument "for" exceeds the limit.
Councilman McOmber noted that they appear to duplicate each other.
Mayor Love asked for clarification on the Council's job.
Councilwoman Call stated that is it Council's job to be sure residents have information on both sides.
Mayor Love is concerned that it makes it look like we're taking a stance.

Councilwoman Call expressed concern that there are two parties interested: the petitioners saying we don't want this and the developer saying we do want this. The developer isn't going to say this is going to cost city when we get sued. She asked if we could append or change the argument or do a disclaimer.

Mark Christensen said that we may or may not be sued. Kevin Thurman has drafted a technical response.

Councilwoman Call said she would rather have the developer's argument, but append to the end that not passing could affect their property taxes.

Kevin Thurman explained that we have to identify the author for each argument. We could add to the developer's argument.

Mayor Love noted that the council is divided. We're trying to provide a diverse city with different densities. This may affect the ability to do that. This doesn't have as much to do with plat 17 as with the overall effect on the city.

Kevin Thurman said that the general plan initiative is trying to assign caps to the types of housing in the city.

Councilman McOmber said that his understanding is that if this passes, developments that have vested rights for multi-family housing won't be grandfathered.

Kevin Thurman said they might be. The problem is the cap on multi-family and single family homes. These are arbitrary numbers and could violate the general plan or violate agreements that are already in place.

Mark Christensen explained that the initiative is altering the city's general plan. In theory, it would impact whether developers would receive the density to which they're entitled.

Kevin Thurman said that if we have to abide by caps, then it's an issue.

Mark Christensen noted that this may create a liability for the city.

Councilman Poduska explained that one problem is that the background and information has not been considered. One reason Saratoga Springs was not developed before is the lack of water. One entity put up $65 million to purchase water. To risk that kind of money, they wanted to build densities that would provide enough hookups. The idea that they would do this and then risk their land is a concern. The cap numbers are arbitrary. We initially had to deal with farmers and ranchers who didn't want change. The area is going to change. In 40 years it will be a large metro area. We can't make decisions to keep things as is when the world will be changing. Forethought has to be given to what the city will be. Initiative is a constitutional right, but the appeal of reducing multi-family housing will create higher taxes. Commercial development comes with roof tops. They won't come without the residents. To limit the plan after the fact will be extremely expensive and a liability to the city.

Kevin Thurman said we don't know for certain there will be liability. These are arbitrary caps on multi-family. We don't know what PRI wants. Council needs to decide what arguments they want. These are due today. The company that prints our ballots needs the information immediately.

Mayor Love said that the referendum and initiative are different. When a previous Council was looking at this, she knew it would be a problem. She asked that council not to approve. Now Council has to decide if they feel the cap on densities is important. Councilman Poduska brought up a good point regarding the water. This is gold. She voted on the same council with Councilman Poduska to take this offer and make sure the city had water. She has been on the side of residents since 2007. We need to be careful with the effect in 40-50 years. We have to give as much information to the residents as possible. She said she has spoken with developers who want to do 1-3 acre lots and can't because of the cost.

Mark Christensen said that Kevin Thurman has done draft language for the Council to discuss and give direction. Staff recommends that both sides be represented.

Councilwoman Call said she doesn't want to mislead or use scare tactics. Because of the water rights, we gave the developer an R10 zone over 3000 acres. This ties our hands with being developer friendly. An initiative with hard and fast numbers ties our hands in perpetuity. No other city does this. It isn't the wise thing to do. Give residents accurate information on both sides.

Point of clarification:

Jimmy Kawato said that he is the primary author of the initiative. He said he gave concerned thought as to the balance of residential. It has nothing to do with commercial. He said he had discussed water rights with many of the council members. The initiative doesn't apply to properties already vested.

Kevin Thurman stated that the proposed general plan doesn't have that caveat. SLR would take an additional step on the level with a rezone decision. He reiterated that this is a work session, required to be held in an open meeting.

Point of Order:
Jimmy Kawato said the Council was deviating from state law and asked for the arguments to be factual.

Mark Christensen clarified that low population growth discourages some types of developers.

Council members discussed and edited the paragraphs as presented by city attorney, Kevin Thurman.

Councilwoman Call moved that the argument against the initiative be approved. Councilman Poduska seconded. Aye: Councilman Poduska, Councilwoman Call, Councilwoman Baertsch. Nay: Councilman Miller, Councilman McOmber. MOTION PASSED.

Councilwoman Call moved to approve the argument in favor of the initiative. Councilwoman Baertsch seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED

Kevin Thurman said that we have "for" and "against" arguments written by both parties, the neighbors and the developer. Council can go with what's presented or Council can write their own arguments against.

Councilwoman Baertsch moved to approve both arguments "for" the referendum. Councilwoman Call seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED.

Kevin Thurman presented options for the arguments against the referendum.
Mayor Love stated that we need to choose whether to accept the arguments and not choose sides.

Councilman McOmber moved to accept option A of the developer's argument. Councilman Miller seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED.

Point of Clarification:
Carolyn Kreijci reminded the Council that the Ombudsman's ruling is not a legal opinion.

Copies of the Initiative and Referendum and their respective arguments "for" and "against", as approved by the Council, are attached.

4. Reports

City Council:
Councilwoman Call went out on Utah Lake with Rep. Matheson. The Utah Lake Commission is doing a legislative event on October 22, at Talon's Cove for all legislators. The Jordan River Commission gala is on October 30. She was pleased to be appointed to the private docks sub-committee on the Utah Lake Commission. She has a meeting scheduled with the Army Corps of Engineers about removal of the canal.
Councilwoman Baertsch noted that the Aspen Hills Trail wasn't on the agenda and wanted to be sure it was for the next meeting or could the Council do a special session.
Special Session was scheduled for Thursday, September 5, 3:15p.m.

Councilwoman Baertsch moved to enter into closed session for the purpose of discussing property acquisition and personnel. Councilwoman Call seconded. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska. MOTION PASSED.

Policy session closed at 8:45 p.m.

Closed session commenced at 8:50PM

Present:
Council: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska, Mayor Love
Staff: Sue Alexander, Mark Christensen, Spencer Kyle, Kevin Thurman, Lori Yates

Closed session closed at 10:00p.m.

Policy session closed at 10:01p.m.

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.

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

MOUNTAIN VIEW ESTATES

417 WEST 400 NORTH
SARATOGA SPRINGS, UTAH

INDEX OF DRAWINGS

C 0.0	COVER SHEET	C 5.2	DETAIL SHEET
C 0.1	PLAT	C 5.3	DETAIL SHEET
C 0.2	DEMOLITION PLAN	C 6.0	400 NORTH STRIPING PLAN
C 0.3	IRRIGATION DITCH DEMOLITION PLAN	PP-1	PLAN & PROFILE
C 1.0	SITE PLAN	PP-2	PLAN & PROFILE
C 2.0	GRADING & DRAINAGE PLAN	PP-3	PLAN & PROFILE
C 2.1	GRADING & DRAINAGE PLAN	PP-4	PLAN & PROFILE
C 3.0	UTILITY PLAN	PP-5	PLAN & PROFILE
C 3.1	UTILITY PLAN	PP-6	PLAN & PROFILE
C 4.0	EROSION CONTROL PLAN	PP-7	PLAN & PROFILE
C 4.1	EROSION CONTROL DETAIL SHEET	L 1.0	LANDSCAPE PLAN
C 5.0	DETAIL SHEET	L 1.1	LANDSCAPE ENLARGEMENT PLAN
C 5.1	DETAIL SHEET	IR 1.0	IRRIGATION PLAN

MOUNTAIN VIEW ESTATES
November 12, 2013

NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

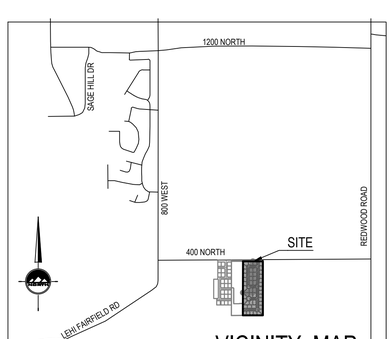
UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. ALL WORK SHALL CONFORM WITH SARATOGA SPRINGS STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES 48 HOURS PRIOR TO DIGGING.
3. ALL SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH SOUTH VALLEY SEWER DISTRICT'S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
4. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE CONSTRUCTING ANY IMPROVEMENTS.
5. LATERALS SHALL TIE DIRECTLY INTO SEWER MAIN WITH A "WYE" CONNECTION.

ENGINEER/SURVEYOR:

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-12-13
STATE OF UTAH

ENSIGN

SALT LAKE CITY
45 West 10000 South, Ste 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone:435.843.3590

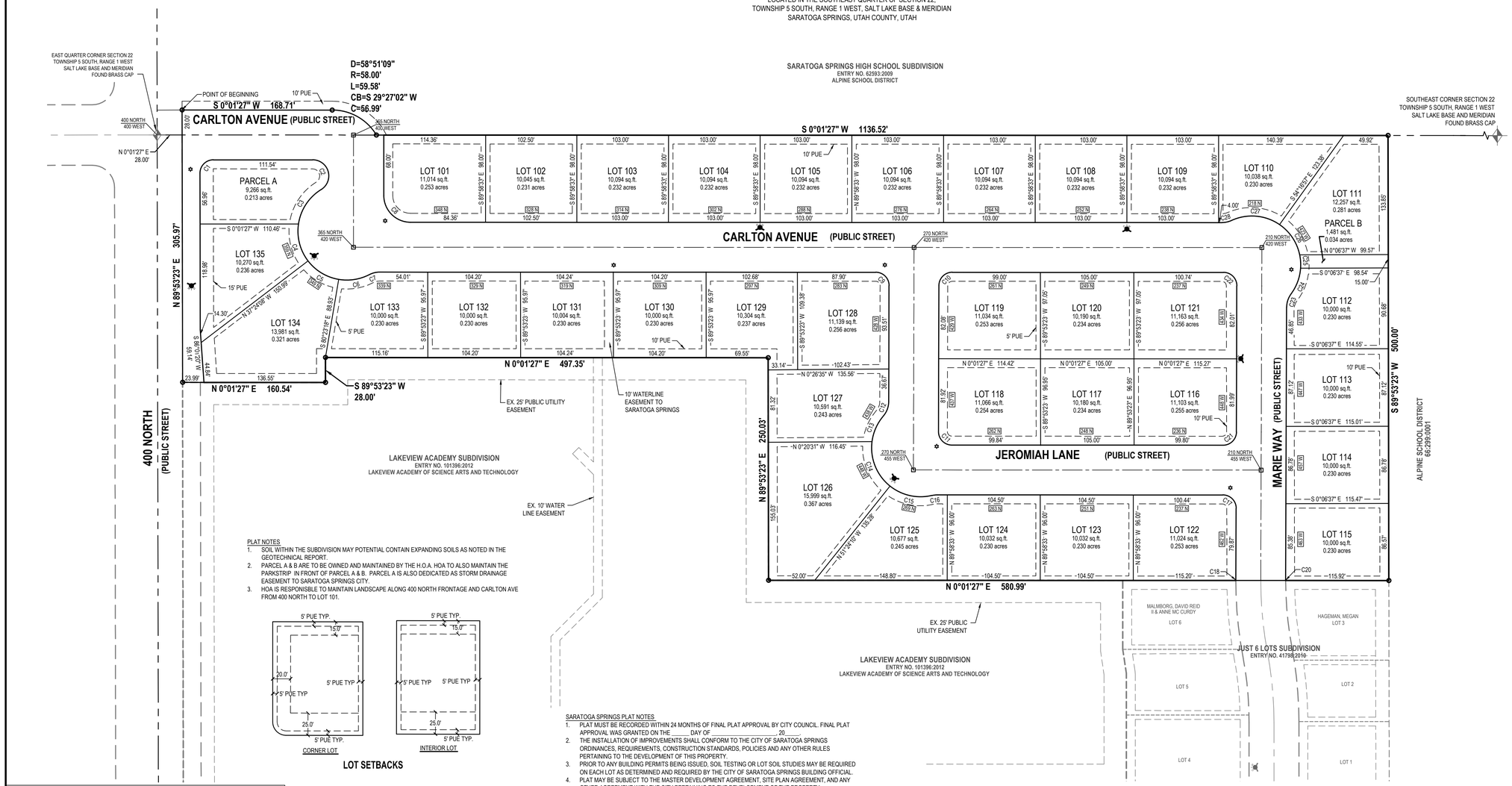
WWW.ENSIGNUTAH.COM

DEVELOPER

SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070
(801) 598-7930

MOUNTAIN VIEW ESTATES SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH



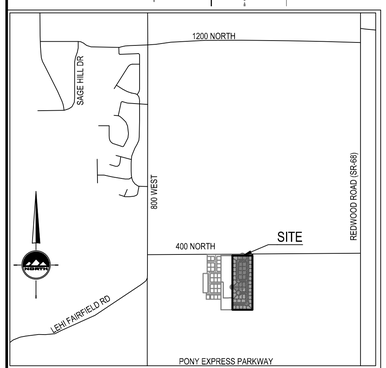
PLAT NOTES

1. SOIL WITHIN THE SUBDIVISION MAY POTENTIAL CONTAIN EXPANDING SOILS AS NOTED IN THE GEOTECHNICAL REPORT.
2. PARCEL A & B ARE TO BE OWNED AND MAINTAINED BY THE H.O.A. HOA TO ALSO MAINTAIN THE PARKSTRIP IN FRONT OF PARCEL A & B. PARCEL A IS ALSO DEDICATED AS STORM DRAINAGE EASEMENT TO SARATOGA SPRINGS CITY.
3. HOA IS RESPONSIBLE TO MAINTAIN LANDSCAPE ALONG 400 NORTH FRONTAGE AND CARLTON AVE FROM 400 NORTH TO LOT 101.

LOT SETBACKS

SARATOGA SPRINGS PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE ____ DAY OF _____, 20____.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF SARATOGA SPRINGS ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
3. PRIOR TO ANY BUILDING PERMITS BEING ISSUED, SOIL TESTING OR LOT SOIL STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED AND REQUIRED BY THE CITY OF SARATOGA SPRINGS BUILDING OFFICIAL.
4. PLAT MAY BE SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, SITE PLAN AGREEMENT, AND ANY OTHER AGREEMENT WITH THE CITY PERTAINING TO THE DEVELOPMENT OF THE PROPERTY.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTSS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING. ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND A PERFORMANCE AND WARRANTY BOND ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
6. ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER, OWNER, OR CONTRACTOR AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
7. THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
8. ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIES OTHERWISE ON EACH IMPROVEMENT.
9. ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.



VICINITY MAP
NOT TO SCALE

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITH IN THE SUBDIVISION

LAND USE TABLE

LOT AREA	=	372,920 SF	8.561 AC	71.29%
PUBLIC ROADWAY	=	139,445 SF	3.201 AC	26.66%
OPEN SPACE	=	10,746 SF	0.247 AC	2.05%
TOTAL AREA	=	523,111 SF	12.009 AC	100.00%

MINIMUM LOTS SIZE = 10,000 SQ. FT.
AVERAGE LOT SIZE = 10,655 SQ.FT.
TOTAL NUMBER OF LOTS = 35
DENSITY = 2.9 UNITS / ACRE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.60'	90°07'20"	N45°02'35"W	21.24'
C2	18.00'	46.56'	148°12'30"	N74°07'42"E	34.62'
C3	55.00'	47.80'	49°47'40"	N56°39'53"W	46.31'
C4	55.00'	44.00'	45°50'25"	S75°31'04"W	42.84'
C5	55.00'	41.26'	42°59'10"	S31°06'17"W	40.30'
C6	55.00'	35.61'	37°06'03"	S8°56'20"E	35.00'
C7	25.00'	12.00'	27°30'48"	N13°43'57"W	11.89'
C8	30.00'	47.12'	89°59'59"	S45°01'29"W	42.43'
C9	15.00'	23.60'	90°08'04"	S45°05'29"W	21.24'
C10	15.00'	23.53'	89°51'56"	S44°54'31"E	21.19'
C11	15.00'	23.60'	90°08'04"	N45°05'29"E	21.24'
C12	25.00'	17.67'	40°29'16"	N69°35'51"W	17.30'
C13	55.00'	31.97'	33°18'02"	N66°00'14"W	31.52'
C14	55.00'	56.39'	58°44'55"	S67°58'18"W	53.96'
C15	55.00'	50.07'	52°09'42"	S12°30'59"W	48.36'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C16	25.00'	5.93'	13°35'19"	S6°46'13"E	5.92'
C17	15.00'	23.61'	90°10'04"	S45°06'29"W	21.24'
C18	455.74'	1.08'	0°08'10"	N89°52'34"W	1.08'
C19	427.74'	1.00'	0°08'02"	N89°52'30"W	1.00'
C20	399.74'	0.92'	0°07'54"	N89°52'26"W	0.92'
C21	15.00'	23.52'	89°49'56"	S44°53'31"E	21.18'
C22	15.00'	23.61'	90°10'04"	N45°06'29"E	21.24'
C23	25.00'	15.63'	35°49'51"	N71°53'34"W	15.38'
C24	54.76'	31.64'	33°06'09"	S69°34'04"E	31.20'
C25	54.76'	15.08'	15°46'48"	N85°59'28"E	15.03'
C26	54.76'	41.76'	43°41'28"	N56°15'20"E	40.76'
C27	54.76'	56.87'	59°29'59"	N4°39'36"E	54.35'
C28	25.00'	10.54'	24°09'12"	S12°03'09"E	10.46'

DEVELOPER
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

SURVEYOR'S CERTIFICATE

I, Patrick M. Harris, do hereby certify that I am a registered Land Surveyor, and that I hold a license, Certificate No. 286882, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of recordation of this plat, a map of survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the Southeast Quarter of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being S00°01'27"W 28.00 feet along the section line and North 89°53'23' East 28.00 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°01'27" West 168.71 feet;
thence Southwesterly 59.58 feet along the arc of a 58.00 foot radius curve to the right (center bears North 89°58'33" West and the chord bears South 29°27'02" West 56.99 feet with a central angle of 58°51'09");
thence South 00°01'27" West 1,136.52 feet along the section line;
thence South 89°53'23" West 500.00 feet to the Southeast Corner of Lot 6 Lots Subdivision;
thence North 00°01'27" East 696.91 feet along the Easterly Boundary Line of said Just 6 Lots Subdivision and the Easterly Boundary Line of Lakeview Academy Subdivision;
thence North 89°53'23" East 250.03 feet along the Easterly Boundary Line of said Lakeview Academy Subdivision;
thence North 00°01'27" East 497.35 feet along the Easterly Boundary Line of said Lakeview Academy Subdivision;
thence South 89°53'23" West 28.00 feet along the Easterly Boundary Line of said Lakeview Academy Subdivision;
thence North 00°01'27" East 160.54 feet along the Easterly Boundary Line of said Lakeview Academy Subdivision;
thence North 89°53'23" East 305.97 feet to the point of beginning.

Contains 523,111 Square Feet or 12.009 Acres and 35 Lots

DATE

PATRICK M. HARRIS
P.L.S. 286882

OWNER'S DEDICATION

Know all men by these presents that _____ the _____ undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

MOUNTAIN VIEW ESTATES SUBDIVISION

do hereby dedicate for perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows with in the subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20_____.

By: _____ By: _____

By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of _____

On the _____ day of _____ A.D., 20 _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____) S.S.

ON THE _____ DAY OF _____ A.D. 20 _____ PERSONALLY APPEARED BEFORE ME _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____ A.D. 20_____

CITY MAYOR

ATTEST: _____
CITY RECORDER
(SEE SEAL BELOW)

MOUNTAIN VIEW ESTATES SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEER'S SEAL	CLERK-RECORDER SEAL

SHEET 1 OF 1
PROJECT NUMBER : 5718
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 11/12/13

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM
LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER	COMCAST CABLE TELEVISION	QWEST	FIRE CHIEF APPROVAL	PLANNING COMMISSION APPROVAL	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED THIS _____ DAY OF _____, A.D. ____ .	APPROVED THIS _____ DAY OF _____, A.D. ____ .	APPROVED THIS _____ DAY OF _____, A.D. ____ .	APPROVED THIS _____ DAY OF _____, A.D. ____ .	APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. ____ .	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D. ____ .	APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. ____ .	APPROVED BY SARATOGA SPRINGS CITY ATTORNEY THIS _____ DAY OF _____, A.D. ____ .	APPROVED THIS _____ DAY OF _____, A.D. ____ BY THE POST OFFICE.
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER	COMCAST CABLE TELEVISION	QWEST	CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	POST OFFICE

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

ELEVATION = 4500.00

NOTES:

CONTRACTOR TO PROVIDE STABILIZED CONSTRUCTION ENTRANCE AND INSTALL SILT FENCE AROUND PROPERTY BOUNDARY PRIOR TO ANY SITE DEMOLITION (SEE EROSION CONTROL PLAN, SHEET C 4.0). CONTRACTOR TO LIMIT THE DEMOLITION DISTURBANCE TO ONLY DIRECTLY ADJACENT TO STRUCTURES BEING REMOVED TO MINIMIZE SOIL EROSION.

CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS FROM SARATOGA SPRINGS CITY AND APPROPRIATE AGENCIES TO PERFORM THE SITE DEMOLITION WORK.

CONTRACTOR TO CALL BLUE STAKES AT 1-800-662-4111 48 HOURS PRIOR TO ANY DEMOLITION WORK OR OTHER EXCAVATION OF ANY TYPE.

CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

NO CHANGE IN DESIGN, LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER OR LOCAL JURISDICTION.

CONTRACTOR SHALL PROVIDE METAL PLATE OR ROAD BASE FOR TEMPORARY ACCESS TO ALL DRIVES DURING CONSTRUCTION.

ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC., SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.

SIDEWALK DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO NEAREST EXPANSION JOINT, MATCHING PLAN AS CLOSELY AS POSSIBLE.

CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF EXISTING ON-SITE TREES THAT ARE WITHIN THE LIMITS OF DISTURBANCE UNLESS OTHERWISE NOTED. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES, DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.

CONTRACTOR TO PROTECT & PRESERVE EXISTING IMPROVEMENTS, UTILITIES AND SIGNS (TYPICAL UNLESS OTHERWISE NOTED).

CONTRACTOR TO RELOCATE OR ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCIES' STANDARDS AND SPECIFICATIONS. SEE GRADING PLAN AND UTILITY PLAN FOR DESIGN INFORMATION.

CONTRACTOR TO OVER-EXCAVATE BASEMENTS, FOUNDATIONS, AND FOOTINGS AND PLACE COMPACTED FILL MATERIAL TO MATCH EXISTING GRADE PER GEOTECH RECOMMENDATIONS.

CONTRACTOR TO TERMINATE GAS, POWER, PHONE LINES TO EXISTING RESIDENCE PER UTILITY COMPANY SPECIFICATIONS.

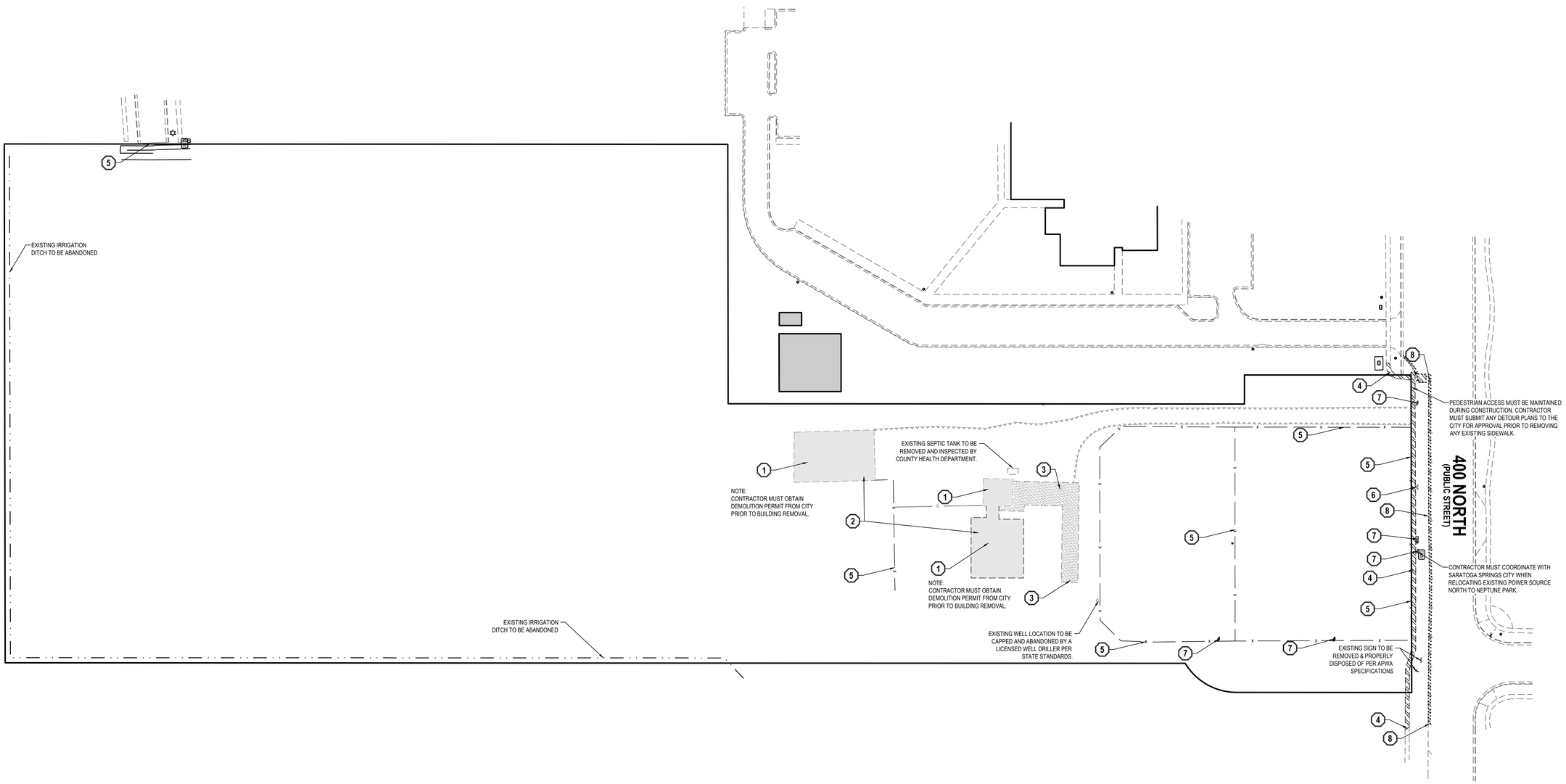
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. REMOVE AND PROPERLY DISPOSE OF EXISTING STRUCTURES, CONCRETE SLABS, CURBS, SIDEWALKS, UTILITIES ETC., INCLUDING ALL ELECTRICAL AND GAS APPURTENANCES, WITHIN LIMITS OF PROPERTY LINE, WHETHER OR NOT IDENTIFIED ON PLAN, PER APWA SPECIFICATIONS AND IN COORDINATION WITH RESPONSIBLE UTILITY COMPANY. CONTRACTOR TO FILL IN ALL HOLES CREATED DURING DEMOLITION WITH STRUCTURAL FILL TO PROPER SUBGRADE ELEVATION.
2. REMOVE AND PROPERLY DISPOSE OF EXISTING BUILDING, FOOTINGS AND FOUNDATIONS PER APWA SPECIFICATIONS. (DEMOLITION PERMIT REQUIRED FROM SARATOGA SPRINGS CITY PRIOR TO BUILDING REMOVAL).
3. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE SLABS AND DRIVEWAYS PER APWA SPECIFICATIONS.
4. SAWCUT EXISTING SIDEWALK AND PROPERLY DISPOSE OF EXISTING CONCRETE PER APWA SPECIFICATIONS.
5. REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE PER APWA SPECIFICATIONS.
6. REMOVE AND PROPERLY DISPOSE OF EXISTING WATER VALVES, FIRE HYDRANTS, SPIGOTS, WATER LINES, ETC., (WHETHER OR NOT IDENTIFIED ON THE PLAN) PER WATER DISTRICT SPECIFICATIONS.
7. REMOVE AND RELOCATE OR PROPERLY DISPOSE OF EXISTING POWER POLES, OVERHEAD POWER LINES, METER AND ASSOCIATED STRUCTURES, AND COMMUNICATION BOXES PER APWA SPECIFICATIONS. COORDINATE WITH APPROPRIATE UTILITY COMPANIES. ALL EXISTING OVER HEAD POWER MUST BE BURIED.
8. SAW-CUT EXISTING EDGE OF ASPHALT 2' AND PROPERLY DISPOSE OF ASPHALT PER APWA SPECIFICATIONS.

LEGEND

- EXIST SIGN
- EXIST UTILITY POLE TO BE REMOVED
- EXIST BUILDING
- EXISTING 30" CURB AND GUTTER
- EXIST FENCE
- EXIST EDGE OF ASPHALT
- ASPHALT SAW-CUT AREA
- EXISTING SIDEWALK TO BE REMOVED



ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES
PHASE 1
11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-11-13
STATE OF UTAH

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			

DEMOLITION PLAN

PROJECT NUMBER U1356
PRINT DATE 11/11/13
DRAWN BY R. FORD
CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER

C 0.2

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

ELEVATION = 4500.00

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

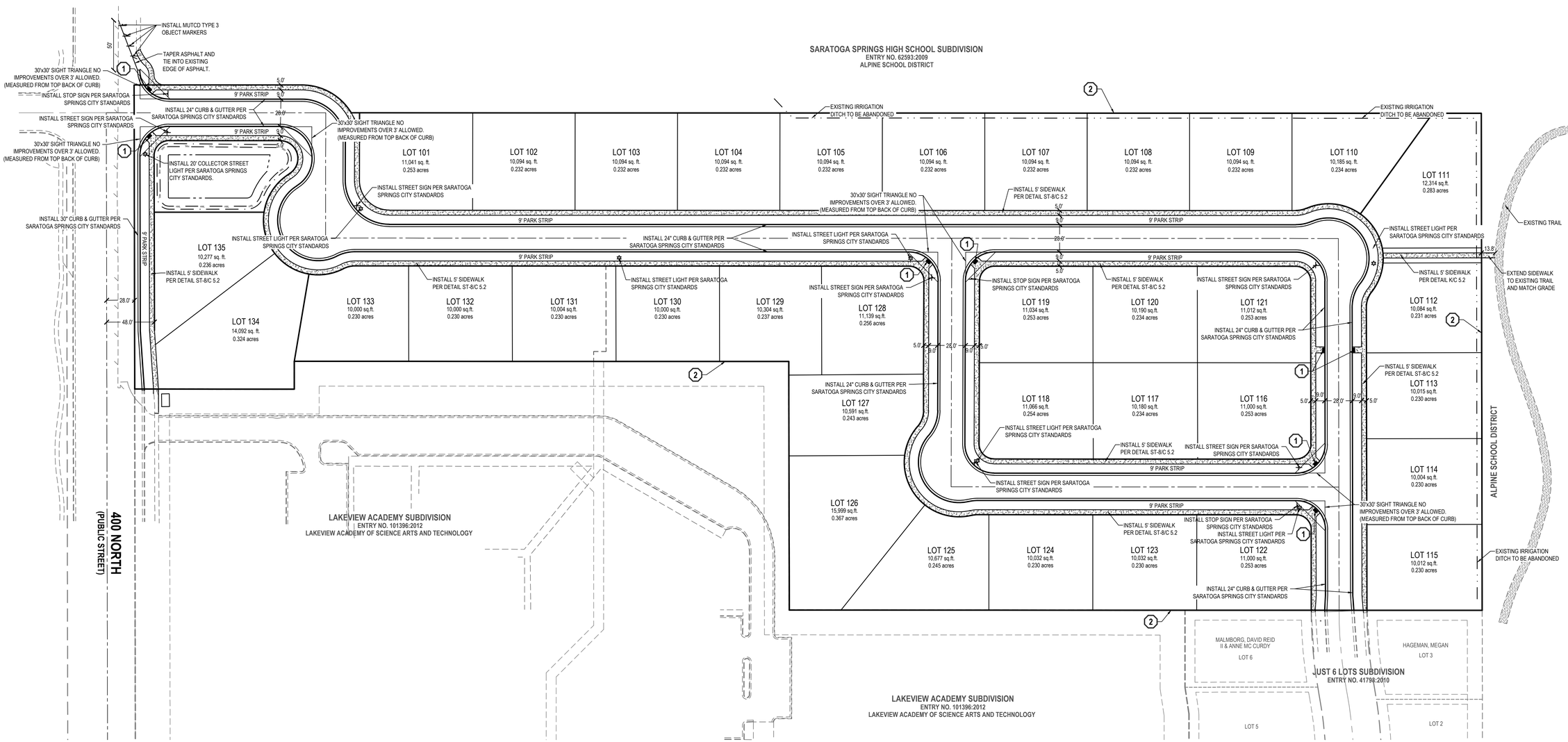
1. HANDICAP ACCESS RAMP, DISABLED PEDESTRIAN RAMP AND DETECTABLE WARNING SURFACE PER SARATOGA SPRINGS CITY STANDARDS AND SPECIFICATIONS.
2. PROPERTY LINE

NORTH

HORIZONTAL GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
HORZ: 1 inch = 50 ft.



ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES PHASE 1

11257 WEST 7600 NORTH
SARATOGA SPRINGS, UT.

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-12-13
STATE OF UTAH

SITE PLAN

PROJECT NUMBER U1356	PRINT DATE 11/12/13
DRAWN BY R. FORD	CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER	

C 1.0

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

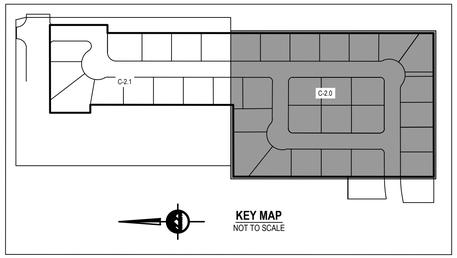
ELEVATION = 4500.00

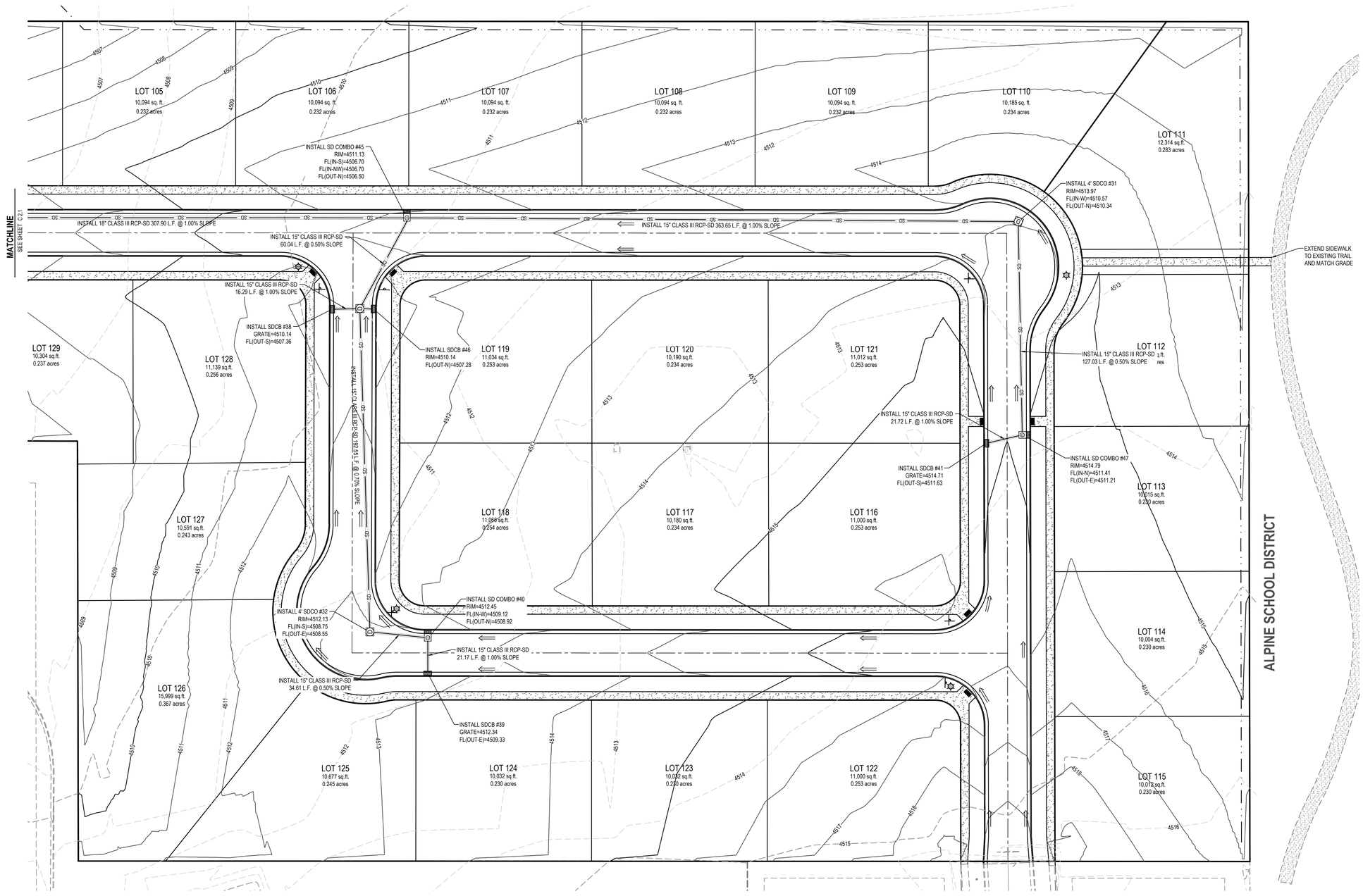
LEGEND

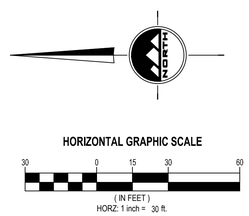
EXIST STORM DRAIN CLEAN OUT	EXIST MINOR CONTOURS 1' INCREMENT
PRO STORM DRAIN CLEAN OUT	EXIST MAJOR CONTOURS 5' INCREMENT
EXIST STORM DRAIN CATCH BASIN	MINOR CONTOURS 1' INCREMENT
PRO STORM DRAIN CATCH BASIN	MAJOR CONTOURS 5' INCREMENT
EXIST STORM DRAIN COMBO BOX	EXISTING CURB AND GUTTER
PRO STORM DRAIN COMBO BOX	PROPOSED CURB AND GUTTER
EXIST STORM DRAIN CULVERT	EXIST EDGE OF ASPHALT
PRO STORM DRAIN CULVERT	PRO EDGE OF ASPHALT
XXXX.XX EXIST SPOT ELEVATION	sd EXIST STORM DRAIN LINE
XX.XX PRO SPOT ELEVATION	SD PRO STORM DRAIN LINE

NOTES

1. ALL GRADES TO TBC UNLESS NOTED OTHERWISE.
2. ALL WORK SHALL COMPLY WITH CURRENT APWA PLANS AND SPECIFICATIONS, AND WITH CITY STANDARD PLANS AND SPECIFICATIONS.
3. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR PIPE.
4. CONTRACTOR MUST SUBMIT AND OBTAIN TRAFFIC CONTROL PLAN AND RECEIVE APPROVAL PRIOR TO IMPLEMENTATION.







ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES
PHASE 1
11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-11-13
STATE OF UTAH

GRADING & DRAINAGE PLAN

PROJECT NUMBER U1356	PRINT DATE 11/11/13
DRAWN BY R. FORD	CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER	

C 2.0

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

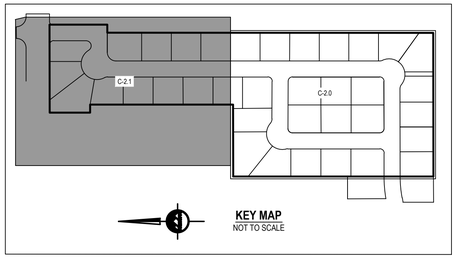
ELEVATION = 4500.00

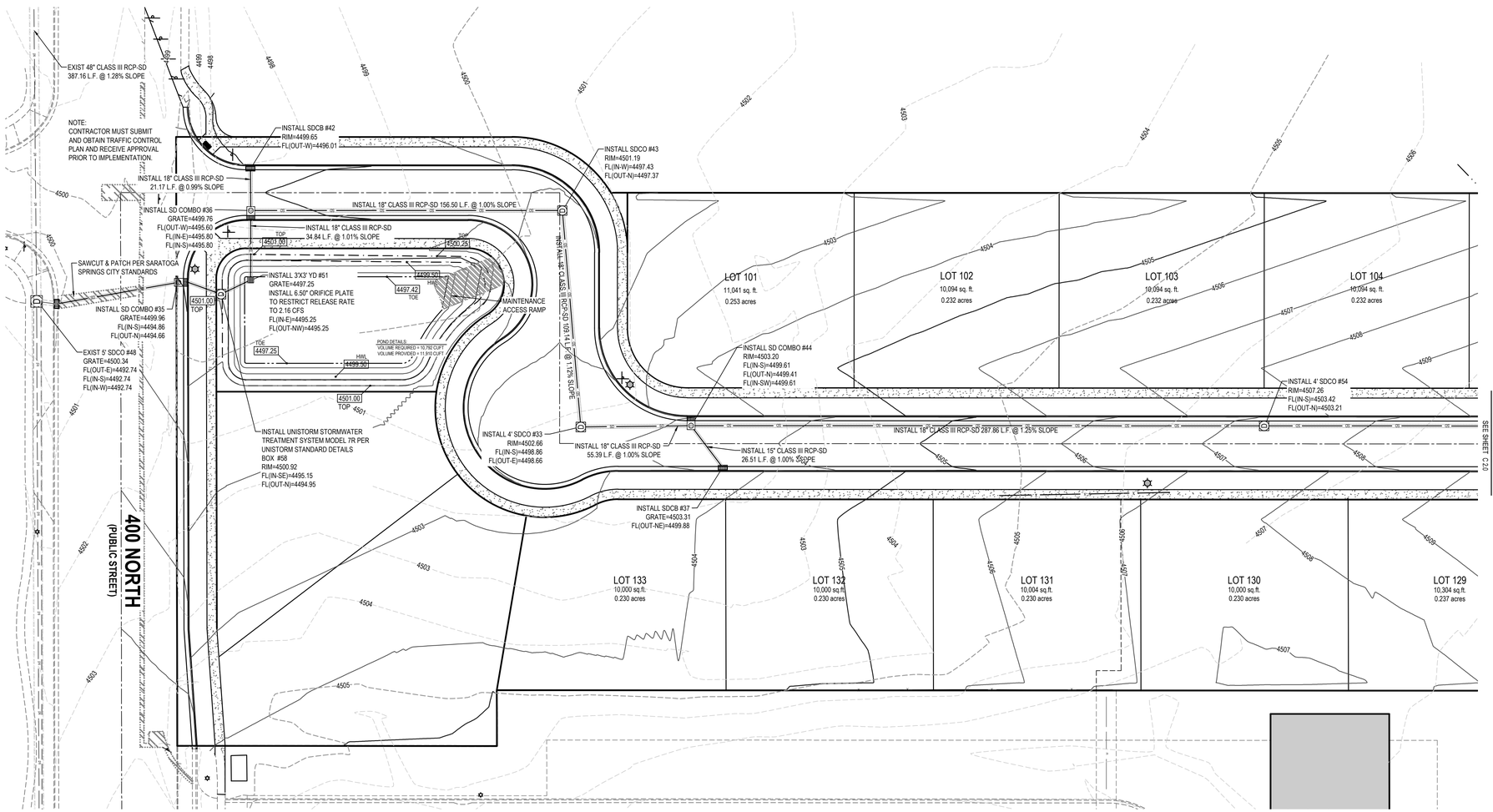
LEGEND

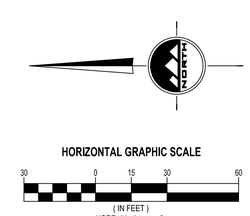
EXIST STORM DRAIN CLEAN OUT	EXIST MINOR CONTOURS 1' INCREMENT
PRO STORM DRAIN CLEAN OUT	EXIST MAJOR CONTOURS 5' INCREMENT
EXIST STORM DRAIN CATCH BASIN	MINOR CONTOURS 1' INCREMENT
PRO STORM DRAIN CATCH BASIN	MAJOR CONTOURS 5' INCREMENT
EXIST STORM DRAIN COMBO BOX	EXISTING CURB AND GUTTER
PRO STORM DRAIN COMBO BOX	PROPOSED CURB AND GUTTER
EXIST STORM DRAIN CULVERT	EXIST EDGE OF ASPHALT
PRO STORM DRAIN CULVERT	PRO EDGE OF ASPHALT
XXXX.XX EXIST SPOT ELEVATION	sd EXIST STORM DRAIN LINE
XX.XX PRO SPOT ELEVATION	SD PRO STORM DRAIN LINE

NOTES

1. ALL GRADES TO TBC UNLESS NOTED OTHERWISE.
2. ALL WORK SHALL COMPLY WITH CURRENT APWA PLANS AND SPECIFICATIONS, AND WITH CITY STANDARD PLANS AND SPECIFICATIONS.
3. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR PIPE.
4. CONTRACTOR MUST SUBMIT AND OBTAIN TRAFFIC CONTROL PLAN AND RECEIVE APPROVAL PRIOR TO IMPLEMENTATION.







ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES
PHASE 1
11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-11-13
STATE OF UTAH

GRADING & DRAINAGE PLAN

PROJECT NUMBER U1356	PRINT DATE 11/11/13
DRAWN BY R. FORD	CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER	

C 2.1

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

ELEVATION = 4500.00

KEY NOTES

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

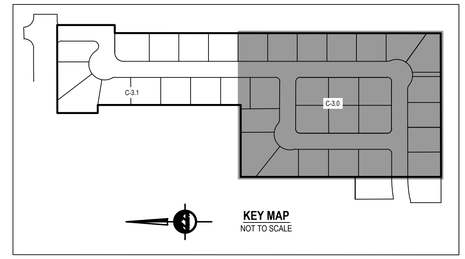
1. INSTALL 4"Ø PVC SANITARY SEWER LATERAL (LENGTH VARIES) @ 2.0% SLOPE. TYPICAL.
2. INSTALL 3/4" D.I.P. LATERAL W/ 3/4" METER PER SARATOGA CITY STANDARDS.
3. INSTALL 1" SECONDARY WATER SERVICE WITH METER & STOP & WASTE VALVE PER SARATOGA CITY STANDARDS.
4. INSTALL STREET LIGHT PER SARATOGA CITY STANDARDS.

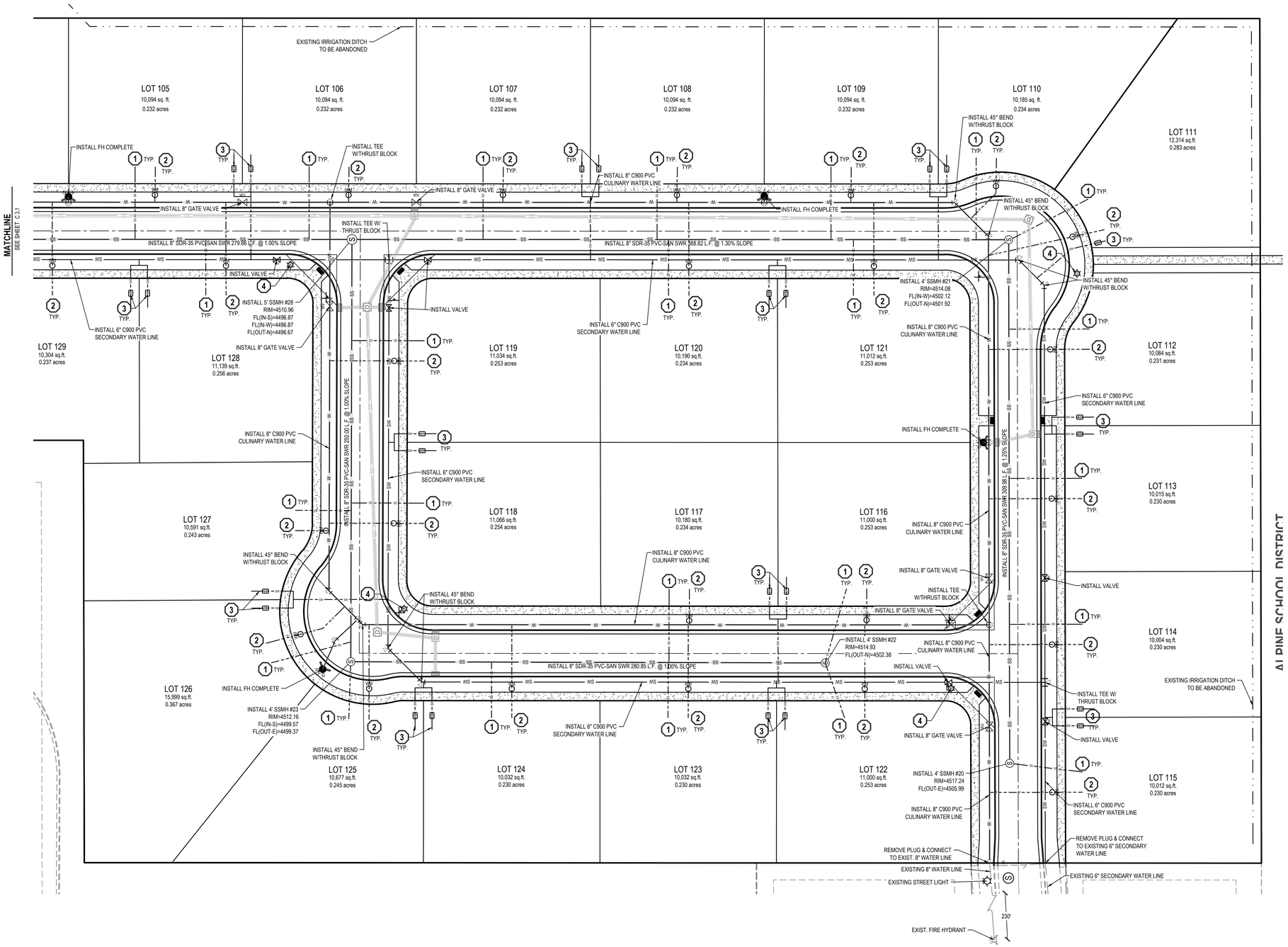
NOTES

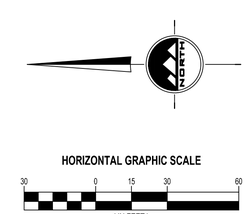
1. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
2. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR PIPE.
3. SEE SHEETS C 2.0 - C 2.1 FOR STORM DRAIN INFORMATION.

LEGEND

EXIST WATER METER	EXIST UTILITY POWER POLE
PRO WATER METER	EXISTING CURB AND GUTTER
WATER BENDS W/ THRUST BLOCK	PROPOSED CURB AND GUTTER
EXIST WATER VALVE	EXIST EDGE OF ASPHALT
PRO WATER VALVE	PRO EDGE OF ASPHALT
EXIST FIRE HYDRANT	EXIST SANITARY SEWER
PRO FIRE HYDRANT	PRO SANITARY SEWER LINE
EXIST SANITARY SEWER MANHOLE	PRO SAN. SWR. SERVICE LINE
PRO SANITARY SEWER MANHOLE	EXIST WATER LINE
EXIST SIGN	PRO WATER LINE
PRO SIGN	PRO CULINARY WATER SERVICE LINE
EXIST STREET LIGHT	EXIST SECONDARY WATER LINE
PRO STREET LIGHT	PRO SECONDARY WATER LINE







ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES PHASE 1

11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-12-13
STATE OF UTAH

UTILITY PLAN

PROJECT NUMBER U1356	PRINT DATE 11/12/13
DRAWN BY R. FORD	CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER	

C 3.0

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

ELEVATION = 4500.00

LEGEND

EXIST WATER METER	EXIST UTILITY POWER POLE
PRO WATER METER	EXISTING CURB AND GUTTER
WATER BENDS W/ THRUST BLOCK	PROPOSED CURB AND GUTTER
EXIST WATER VALVE	EXIST EDGE OF ASPHALT
PRO WATER VALVE	PRO EDGE OF ASPHALT
EXIST FIRE HYDRANT	EXIST SANITARY SEWER
PRO FIRE HYDRANT	PRO SANITARY SEWER LINE
EXIST SANITARY SEWER MANHOLE	PRO SAN. SWR. SERVICE LINE
PRO SANITARY SEWER MANHOLE	EXIST WATER LINE
EXIST SIGN	PRO WATER LINE
PRO SIGN	PRO CULINARY WATER SERVICE LINE
EXIST STREET LIGHT	EXIST SECONDARY WATER LINE
PRO STREET LIGHT	PRO SECONDARY WATER LINE

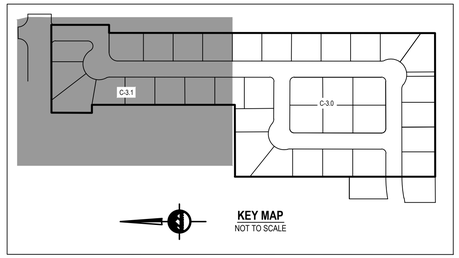
NOTES

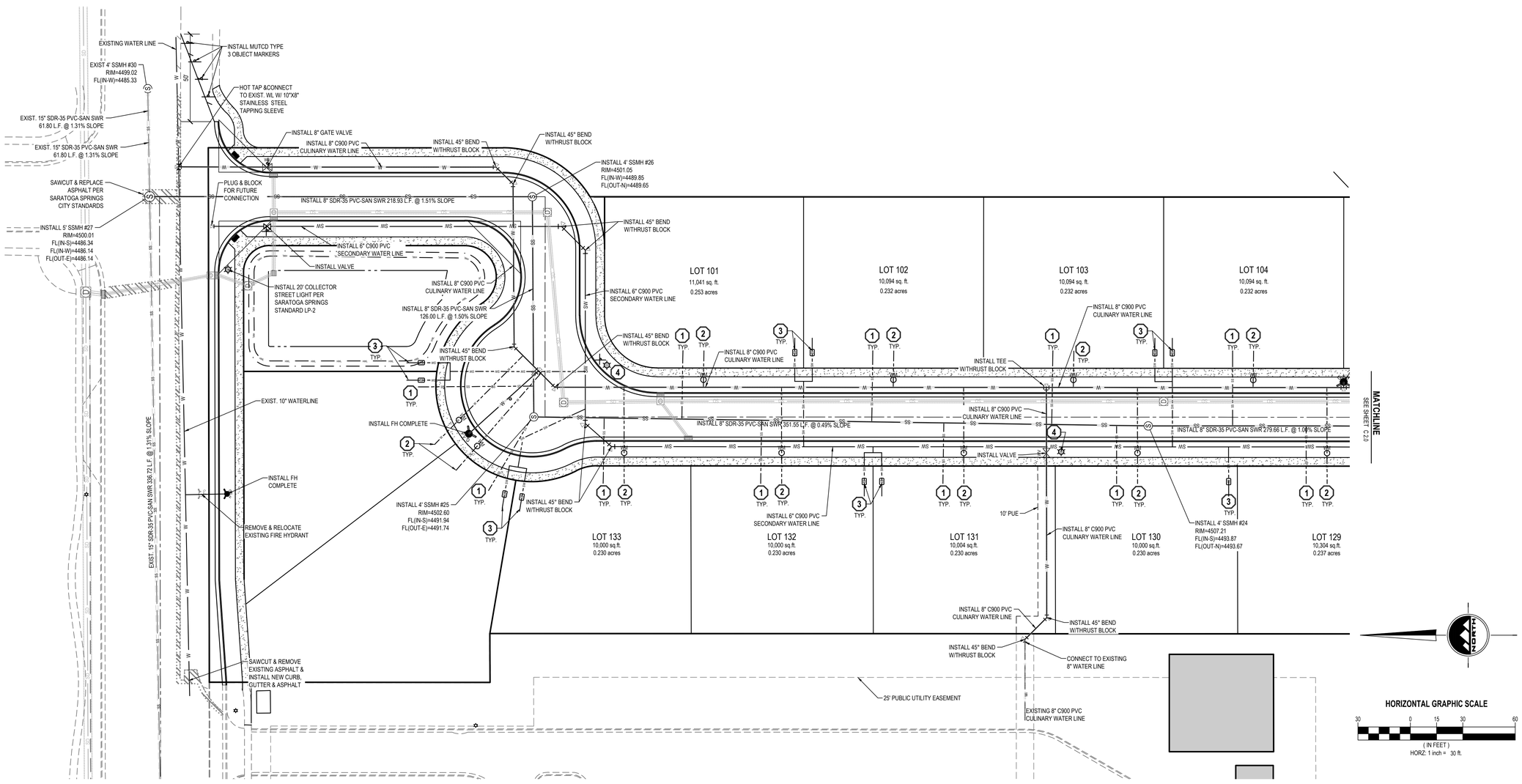
1. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
2. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR PIPE.
3. SEE SHEETS C 2.0 - C 2.1 FOR STORM DRAIN INFORMATION.

KEY NOTES

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL 4"Ø PVC SANITARY SEWER LATERAL (LENGTH VARIES) @ 2.0% SLOPE. TYPICAL.
2. INSTALL 3/4" D.I.P. LATERAL W/ 3/4" METER PER SARATOGA CITY STANDARDS,
3. INSTALL 1" SECONDARY WATER SERVICE WITH METER & STOP & WASTE VALVE PER SARATOGA CITY STANDARDS,
4. INSTALL STREET LIGHT PER SARATOGA CITY STANDARDS.





ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES PHASE 1

11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-12-13
STATE OF UTAH

UTILITY PLAN

PROJECT NUMBER U1356	PRINT DATE 11/12/13
DRAWN BY R. FORD	CHECKED BY R. ELDER
PROJECT MANAGER R. ELDER	

C 3.1

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

EAST QUARTER CORNER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

ELEVATION = 4500.00

REVISION SCHEDULE

NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

NOTES

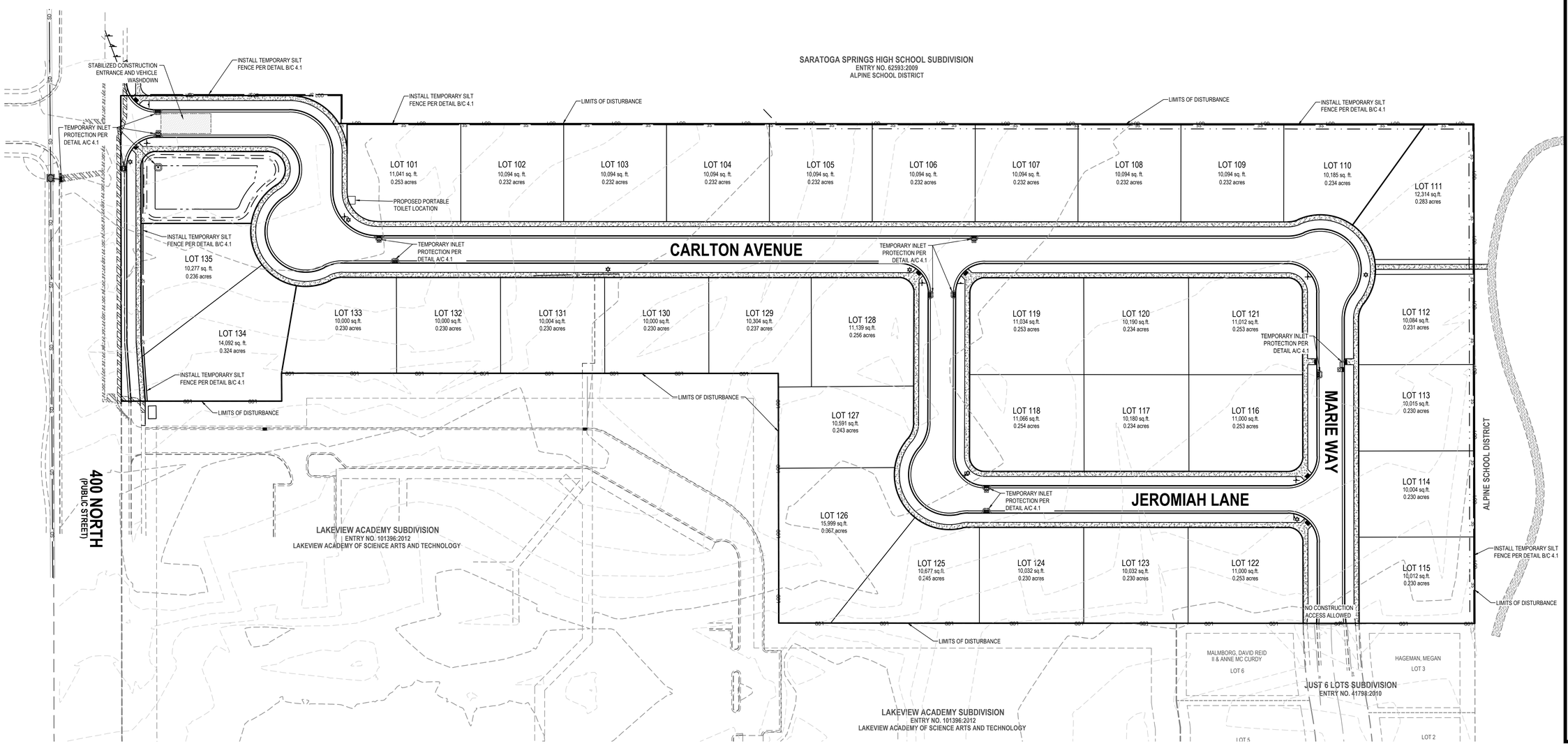
1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
2. ALL WORK SHALL COMPLY WITH CURRENT APWA PLANS AND SPECIFICATIONS, AND WITH CITY STANDARD PLANS AND SPECIFICATIONS.
3. DISTURBED LAND SHALL BE KEPT TO A MINIMUM - NO SITE CLEARING MORE THAN 14 CALENDAR DAYS AHEAD OF CONSTRUCTION IN ANY GIVEN AREA SHALL BE ALLOWED.
4. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
5. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION - NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES.
6. STABILIZED CONSTRUCTION ENTRANCE, VEHICLE WASH-DOWN AREA, AND SEDIMENTATION AND CLEANOUT BASIN HAVE BEEN SHOWN AT SUGGESTED LOCATION. CONTRACTOR MAY MOVE TO OTHER LOCATION IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
7. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT POLLUTION OF STORM WATER PER PROJECT SWPPP.
8. PLAN LOCATIONS SHOWN FOR BMP'S ARE APPROXIMATE. ACTUAL LOCATIONS AND CONFIGURATIONS SHALL BE FIELD-DETERMINED BY THE OWNER/OPERATOR.
9. NOT ALL BMP'S SHOWN CAN OR SHOULD BE IMPLEMENTED SIMULTANEOUSLY AND/OR FOR THE DURATION OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
10. EXISTING TOPSOIL IS TO BE HARVESTED WHEN GROUND IS CLEARED. TOPSOIL SHALL THEN BE STOCKPILED ON-SITE FOR USE IN AREAS NOT OTHERWISE TO BE LANDSCAPED, TO ACCELERATE REVEGETATION AND STABILIZATION. AS AN ALTERNATE TO STOCKPILING TOPSOIL ONSITE, OWNER/OPERATOR MAY IMPORT TOPSOIL TO AREAS TO BE STABILIZED FROM OFFSITE.

NORTH

HORIZONTAL GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
HORZ: 1 inch = 50 ft.



ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES PHASE 1

11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
11-11-13
STATE OF UTAH

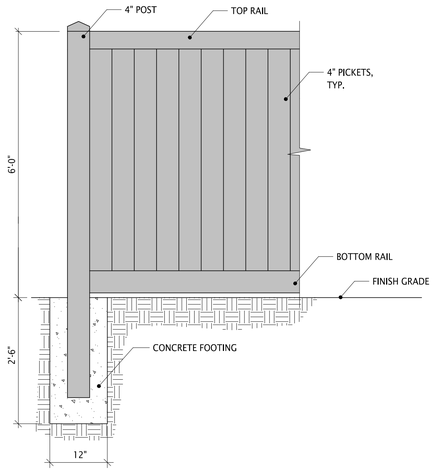
EROSION CONTROL PLAN

PROJECT NUMBER	PRINT DATE
U1356	11/11/13
DRAWN BY	CHECKED BY
R. FORD	R. ELDER

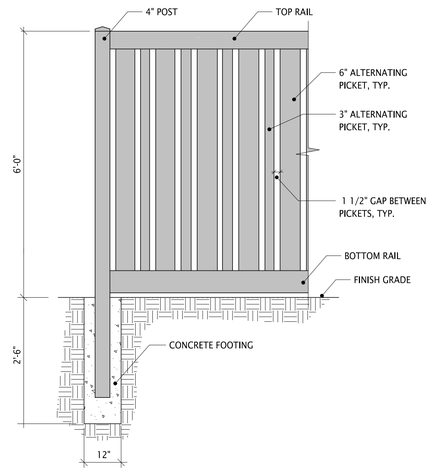
PROJECT MANAGER
R. ELDER

C-4.0

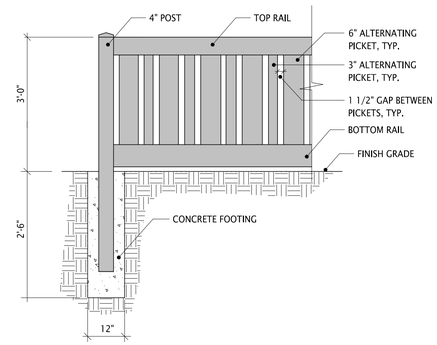
CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.



1 **6' VINYL PRIVACY FENCE**
SCALE: NTS



2 **6' VINYL SEMI-PRIVACY FENCE**
SCALE: NTS



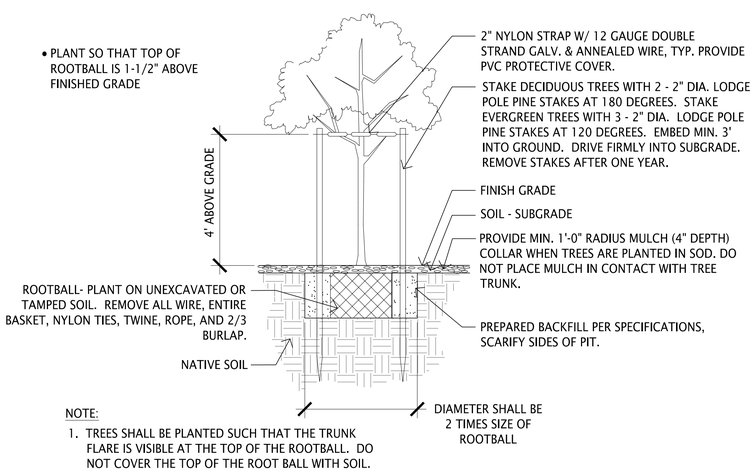
3 **3' VINYL SEMI-PRIVACY FENCE**
SCALE: NTS

LANDSCAPE LEGEND

SYMBOL	COMMON NAME	BOTANICAL NAME	NOTES
Trees			
	Austrian Pine	Pinus nigra	8' Height, B&B
	Emerald Queen Maple	Acer platanoides 'Emerald Queen'	2-1/2" Cal. B&B
	Greenspire Linden	Tilia cordata 'Greenspire'	2-1/2" Cal., B&B
	Skyline Locust	Gleditsia triacanthos inermis 'Skyline'	2-1/2" Cal., B&B
	Bluegrass Sod		
	Rock Mulch		Min. 3" Depth, 2-4" South Town Cobble
	6' Vinyl Privacy Fence		
	6' Vinyl Semi-Privacy Fence		
	3' Vinyl Semi-Privacy Fence		

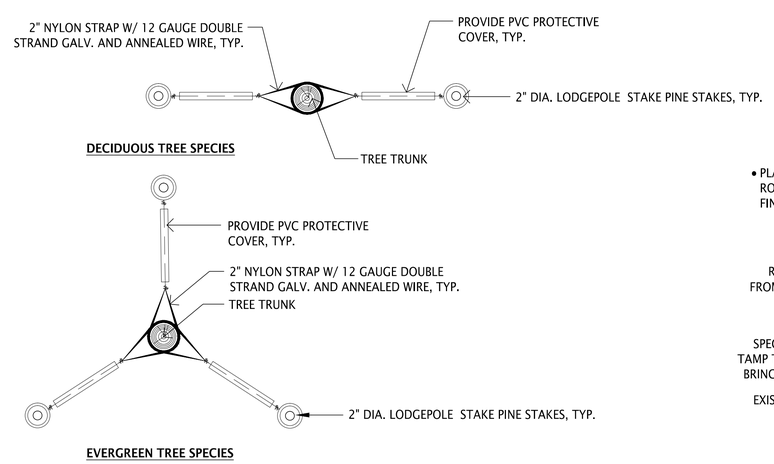
LANDSCAPE NOTES:

1. All landscape areas shall be irrigated with an automatic irrigation system.
2. No weed barrier fabric shall be installed under rock mulch.
3. All trees shall be grade A trees grown in climatic conditions similar to those in the locality of the work with branching, configuration, and cane requirements as indicated in ANSI Z60.1, American Standard for Nursery Stock. Provide trees of normal growth and uniform heights, according to species, with straight trunks and well developed leaders, laterals, and roots.
4. The contractor shall call Blue Stakes at 1-800-662-4111 for underground utility locations at least 48 hours prior to commencement of any construction or excavation.

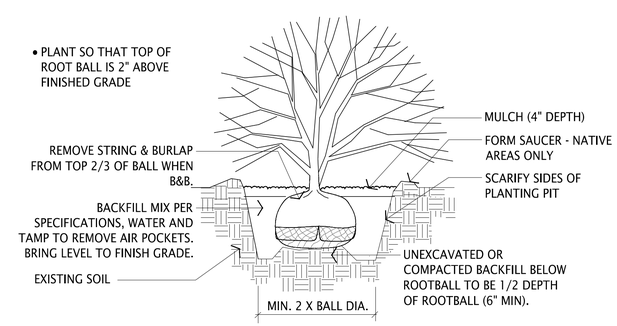


NOTE:
1. TREES SHALL BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOTBALL. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

4 **TREE PLANTING**
SCALE: NTS



5 **TREE STAKING**
SCALE: NTS



6 **SHRUB/ PERENNIAL/ ORNAMENTAL GRASS PLANTING**
SCALE: NTS

blū line designs
45 w 10000 s, ste 500
sandy ut 84070

p 801.913.7994

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

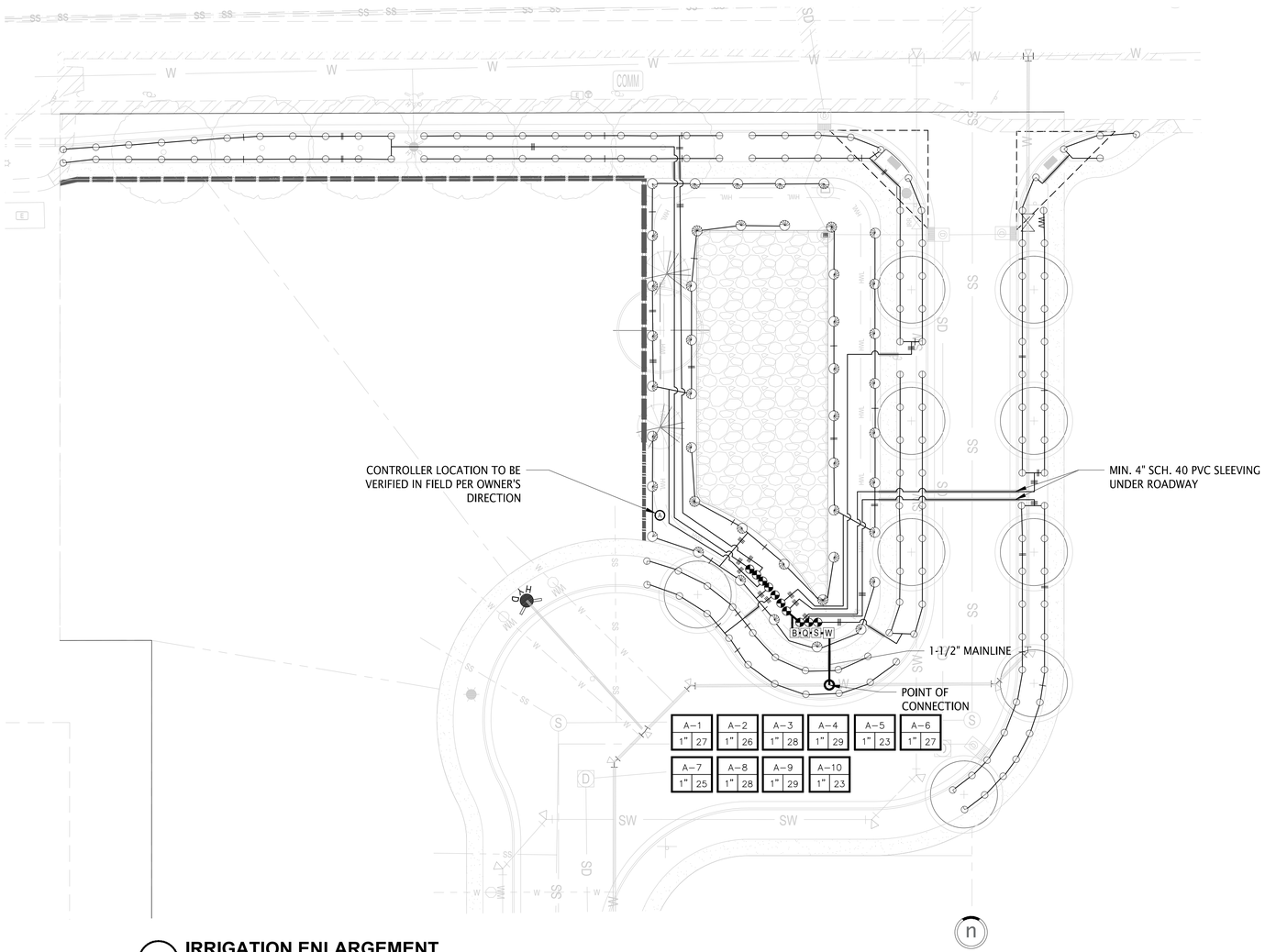
MOUNTAIN VIEW ESTATES
PHASE 1
11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

LANDSCAPE DETAILS

PROJECT NUMBER U1356	PRINT DATE 11/7/13
DRAWN BY R. DONIGAN	CHECKED BY C. SHUPE
PROJECT MANAGER R. ELDER	

L1.1

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO
THE COMMENCEMENT OF ANY
CONSTRUCTION.



1 IRRIGATION ENLARGEMENT

SCALE: 1" = 20'-0"

IRRIGATION LEGEND

POP-UP SPRAY HEADS

RAINBIRD 1804-PRS (LAWN AREAS) W/ RAINBIRD 8' U-SERIES NOZZLES @ 30 PSI
- QUARTER
- HALF

RAINBIRD 1806-SAM-P45 SPRAY BODY W/ RAINBIRD R17-24 SERIES ROTARY NOZZLE
- QUARTER
- HALF
- THREE QUARTER

IRRIGATION EQUIPMENT

- W 1" IRRIGATION WATER METER
- S 1" MUELLER BRASS STOP AND WASTE VALVE
- B 1" FEBCO 825Y REDUCED PRESSURE ZONE ASSEMBLY
- Q RAINBIRD 33-LRC QUICK COUPLING VALVE
- D FORD B11-333 3/4" MANUAL DRAIN VALVE (SEE NOTES)
- RAINBIRD PEB-PRS-D SERIES REMOTE CONTROL VALVE. SIZE PER PLAN. SET PRESSURE REGULATING MODULE TO ACHIEVE DESIRED PRESSURE.
- RAINBIRD LOW FLOW CONTROL ZONE KIT (XCZ-100-PRF) FOR ALL DRIP ZONES.

CONTROLLER
- A RAINBIRD ESP-LX MODULAR SERIES OUTDOOR CONTROLLER. SIZE AS REQUIRED.

CONTROL VALVE DESIGNATION:

A-2 ← IRRIGATION CONTROLLER & VALVE NUMBER
3/4" 3 ← FLOW (IN GPM)
VALVE SIZE

EMITTER SCHEDULE:

PLANT SIZE G.P.H.		QTY.	EMITTER	MANUFACTURER
SMALL TREES	2.0	3	XB-20-PC	RAINBIRD
5 GAL.	2.0	1	XB-20-PC	RAINBIRD
1 GAL.	1.0	1	XB-10-PC	RAINBIRD
GROUNDCOVER	SQ SERIES ON XERI-POP			RAINBIRD

- PVC SCHEDULE 40 MAINLINE PIPE AND FITTINGS. SIZE AS NOTED.
- PVC SCHEDULE 40 PIPE LATERALS AND FITTINGS. SIZE AS PER SCHEDULE BELOW:
  - 3/4"
  - 1"
  - 1-1/2"
- RAINBIRD XBS DISTRIBUTION TUBING WITH MANUAL FLUSH VALVE. (INDIVIDUAL EMITTER TO EACH PLANT)
- RAINBIRD MDCF75MPT PVC TO DISTRIBUTION TUBING ADAPTER
- PVC SCH 40 PVC SLEEVING. ALL IRRIGATION CONTROL WIRES TO BE IN SEPARATE SLEEVE. SIZE AS REQUIRED. 2" MINIMUM. ALL PIPING AND WIRING UNDER ROADS, WALKS, ETC. SHALL BE INSTALLED IN A SLEEVE.

IRRIGATION GENERAL NOTES

1. THE IRRIGATION DESIGN IS DIAGRAMMATIC ONLY. ALL IRRIGATION COMPONENTS ARE TO BE INSTALLED IN LANDSCAPE AREAS. ITEMS SHOWN ON WALKWAYS AND BUILDINGS IS FOR GRAPHIC CLARITY ONLY. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION IN ACCORDANCE WITH THE DRAWINGS. LAYOUT MAY BE MODIFIED IF NECESSARY TO SUIT THE SITE. DO NOT INCREASE OR DECREASE THE NUMBER OF HEADS INDICATED ON PLANS UNLESS IT IS ACCEPTABLE TO THE LANDSCAPE ARCHITECT. THE SYSTEM SHALL BE TESTED FOR COMPLETE COVERAGE AND ALL NECESSARY ADJUSTMENTS MADE TO ACHIEVE PROPER COVERAGE PRIOR TO ACCEPTANCE BY THE OWNER.
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS. CONTRACTOR TO PROTECT AND PRESERVE ALL EXISTING UTILITIES LOCATED ON SITE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND/OR REPLACED TO UTILITY OWNER'S STANDARDS AND SPECIFICATIONS AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR TO HAVE ON-SITE PRE-CONSTRUCTION MEETING WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ANY CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE AN AS-BUILT DRAWING OF THE IRRIGATION SYSTEM SHOWING EXACT MEASURED AND DIMENSIONED LOCATIONS OF ALL VALVES, WIRE SPLICES NOT IN A VALVE BOX AND DRAIN VALVES. SHOW DIMENSIONS TO PERMANENT SITE ELEMENT, SUCH AS EXISTING STRUCTURES.
5. ALL MAINLINES SHALL SLOPE TO DRAIN. ADD ANY ADDITIONAL DRAINS, AS THE SITE REQUIRES. DRAINS TO BE INSTALLED AS NECESSARY FOR COMPLETE DRAINAGE OF THE ENTIRE SYSTEM.
6. CONTRACTOR RESPONSIBLE FOR POWER CONNECTION.
7. CONTRACTOR RESPONSIBLE FOR ALL PIPING, WIRING AND EQUIPMENT NECESSARY TO CONNECT FROM POINT OF CONNECTION TO BACKFLOW PREVENTER.
8. CONTRACTOR IS RESPONSIBLE TO OBTAIN ANY NECESSARY PERMITS AND TO BE IN COMPLIANCE WITH ALL LOCAL STANDARDS, CODES AND REGULATIONS.

IRRIGATION SPECIFIC NOTES

1. LANDSCAPE WATER METER: A WATER METER AND BACKFLOW PREVENTION ASSEMBLY THAT ARE IN COMPLIANT WITH STATE CODE SHALL BE INSTALLED FOR LANDSCAPE IRRIGATION SYSTEMS, AND THE LANDSCAPE WATER METER AND BACKFLOW ASSEMBLY SHALL BE SEPARATE FROM THE WATER METER AND BACKFLOW PREVENTION ASSEMBLY INSTALLED FOR INDOOR USES. THE SIZE OF THE METER SHALL BE DETERMINED BASED ON THE IRRIGATION DEMAND.
2. PRESSURE REGULATION: A PRESSURE-REGULATING VALVE SHALL BE INSTALLED AND MAINTAINED BY THE CONSUMER IF THE STATIC SERVICE PRESSURE EXCEEDS 80 POUNDS PER SQUARE INCH (PSI). THE PRESSURE-REGULATING VALVE SHALL BE LOCATED BETWEEN THE LANDSCAPE WATER METER AND THE FIRST POINT OF WATER USE, OR FIRST POINT OF DIVISION IN THE PIPE, AND SHALL BE SET AT THE MANUFACTURER'S RECOMMENDED PRESSURE FOR SPRINKLERS.
3. AUTOMATIC CONTROLLER: ALL IRRIGATION SYSTEMS SHALL INCLUDE AN ELECTRIC AUTOMATIC CONTROLLER WITH MULTIPLE PROGRAM AND MULTIPLE REPEAT CYCLE CAPABILITIES AND A FLEXIBLE CALENDAR PROGRAM. ALL CONTROLLERS SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.
4. EACH VALVE SHALL IRRIGATE A LANDSCAPE WITH SIMILAR SITE, SLOPE AND SOIL CONDITIONS AND PLANT MATERIALS WITH SIMILAR WATERING NEEDS. TURF AND NON-TURF AREAS SHALL BE IRRIGATED ON SEPARATE VALVES.
5. SPRINKLERS SHALL HAVE MATCHED PRECIPITATION RATE WITH EACH CONTROL VALVE CIRCUIT.
6. CHECK VALVES SHALL BE REQUIRED WHERE ELEVATION DIFFERENCES WILL CAUSE LOW-HEAD DRAINAGE. PRESSURE COMPENSATING VALVES AND SPRINKLERS SHALL BE REQUIRED WHERE A SIGNIFICANT VARIATION IN WATER PRESSURE WILL OCCUR WITHIN THE IRRIGATION SYSTEM DUE TO ELEVATION DIFFERENCES.
7. DRIP IRRIGATION LINES SHALL BE PLACED UNDERGROUND OR OTHERWISE PERMANENTLY COVERED, EXCEPT FOR DRIP EMITTERS AND WHERE APPROVED AS A TEMPORARY INSTALLATION. FILTERS AND END FLUSH VALVES SHALL BE PROVIDED AS NECESSARY.
8. IRRIGATION ZONES WITH OVERHEAD SPRAY OR STREAM SPRINKLERS SHALL BE DESIGNED TO OPERATE BETWEEN 6:00 P.M. AND 10:00 A.M. TO REDUCE WATER LOSS FROM WIND AND EVAPORATION. THIS WOULD EXCLUDE DRIP OR BUBBLER ZONES.
9. PROGRAM VALVES FOR MULTIPLE REPEAT CYCLES WHERE NECESSARY TO REDUCE RUNOFF, PARTICULARLY SLOPES AND SOILS WITH SLOW INFILTRATION RATES.

blū line designs
45 w 10000 s, ste 500
sandy ut 84070

p 801.913.7994

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

FOR:
SUDWEEKS CONSTRUCTION
9137 MONROE STREET, SUITE B
SANDY, UTAH 84070

CONTACT:
BRIAN SUDWEEKS
PHONE: 801-598-7930
FAX:

MOUNTAIN VIEW ESTATES PHASE 1

11257 WEST 7600 NORTH
SARATOGA SPRINGS, UTAH

IRRIGATION PLAN

PROJECT NUMBER	PRINT DATE
U1356	11/7/13
DRAWN BY	CHECKED BY
R. DONIGAN	C. SHUPE
PROJECT MANAGER	
R. ELDER	

IR1.0

Nature's Image Landscaping
8120 s. 700 e.
Sandy UT, 84070

Brian Sudweeks November 4, 2013
Sudweeks Construction

Brian

Please accept for consideration our ***estimate*** to install landscaping and sprinklers at Mountain View Estate in Saratoga Springs: **Park Concept on lot #1 through lot #7:**

Landscaping based on our concept design: $27,950

- 85,000sf total area less 2000sf for Tot Lot: 83,000sf lawn area
- Tot Lot not included here
- 83,000sf Place and spread topsoil at 4" deep
- 83,000sf Fine grading
- 83,000sf hydroseeded lawn
- 9ea 2-1/2"trees
- 1ea 8' Austrian Pine

Irrigation System based on our concept design: $6,332

- 13ea Rainbird 5000 rotor type sprinklers
- 36ea Rainbird Falcon rotor type sprinklers
- 7ea 2" Rainbird pga automatic valve—in heavy duty boxes
- Existing/previously proposed infrastructure to be used—Water meter, backflow preventer, timer, mainline and wiring
- 525' new 2" Mainline
- 3,250' new #14 wiring
- Upgrades to existing timer

Total Landscaping and Irrigation $34,282

General conditions:

- Water source to be provided by others including water meter and stop and waste valve—**existing or previously proposed system; to be expanded to accommodate new concept park.**
- Power for timer to be by others
- Grade to be set by others + or – 1" to allow for proper depths of gravel and topsoil
- No fencing included here
- Suitable topsoil to be provided onsite by others—placed and spread by us—4" for lawn areas
- No maintenance included for seeded lawn areas—quote upon request

Warranties:

- Nature's Image guarantees all nursery stock, when installed, to be in healthy, live condition and free from injurious insects and disease.
- We cannot guarantee losses caused by improper watering, physical abuse or neglect, improper application of chemicals, damage by animals, injurious insects, hail, wind, unusual freezes or other acts of God.
- Sprinkling system guaranteed for one year.

Terms: Total for landscaping and Sprinklers as described for this project: **$34,282**

- Down payment of 50% prior to start of work $TBD
- Balance upon completion $TBD
- A late charge of 2% per month (24% per annum) shall be due on all unpaid invoices commencing 30 days from completion.
- If collection proceedings are necessary to collect any unpaid amount, the costs of any such expenses—including attorney fees—shall also be due.

Thank you for the opportunity to bid this job. Please call with any questions.

Respectfully

Brandon Bowers 801.301.1344

Mountainview Cost Estimate 07/15/13

Sudweeks Construction LLC.
13398 S Point View Ct
Draper, UT 84020
Phone: (801) 598-7930

Description	Quantity	Unit	Unit Price	Extension
Clear and grub	67518		$0.05	$3,375.90
Vinyl fence	1000	EA	$17.00	$17,000.00
5' walk with 6" UBC	350	EA	$20.00	$7,000.00
Topsoil on site		SQ F	inc	
tot lot with mulch	1	EA	$10,000.00	$10,000.00
Landscaping and sprinklers	1	LS	$34,282.00	$34,282.00
			Total Extended Price	$71,657.90

EXECUTIVE SUMMARY

Property Address:	417 West 400 North, Saratoga Springs, Utah
Property Type:	Vacant Land
Purpose of Appraisal:	Estimate market value
Report Format:	Summary report
Interest Appraised:	Fee simple interest
Date of Report:	July 25, 2013
Date of Value:	July 9, 2013
Inspection Date:	July 9, 2013
Location Description:	A growing bedroom community of the Provo/Orem MSA at the northwest tip of Utah Lake. Residential development is occurring throughout the city with commercial and retail development occurring along the major arterials.
Parcel Numbers:	43:042:0003, :0011 and :0012
Size	517,455 sq. ft.; 11.879 acres
Shape:	Irregular
Topography:	Mostly level
Street Orientation:	Interior
Zoning:	R-3
General Plan:	Low density residential
Flood Zone:	Zone "X" (Outside the 500 year flood plain)
Highest & Best Use:	Highest and best use is concluded to be for single family residential development on a demand driven basis.
Value Estimate of Subject:	
Total Value Estimate	**$625,000**
Per Acre Value Estimate	**$52,500**
Per Sq. Ft. Value Estimate	**$1.21**

PAYMENT IN LIEU OF OPEN SPACE AGREEMENT
MOUNTAIN VIEW ESTATES SUBDIVISION

THIS AGREEMENT is made and entered into as of _____ , 2014 by and between the CITY OF SARATOGA SPRINGS (the "City") and _____("Developer").

RECITALS:

A. The City approved a Final Plat for the Mountain View Estates Subdivision (the "Development") on February 18, 2014. The final plat approval consists of 12.009 acres within one phase and allows the Developer to participate in the Payment in lieu of open space option that is outlined in Section 19.13.09 of the Land Development Code for 1.55 acres of open space.

B. Subsequent to approval of the final plat, the City has adopted an Ordinance allowing for payment in lieu of open space under the terms and conditions set out in the ordinance (the "Payment in Lieu Ordinance").

C. The City and the Developer are executing this Agreement to set forth the terms, conditions and agreements regarding payment in lieu of open space as recommended by the Planning Commission and approved by the City Council.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and terms hereinafter set forth and set forth in the Recitals, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Compliance with Requirements of Payment in Lieu Ordinance. The City Council has approved a final plat for the Development. The Development consists of 0.25 acres of open space, leaving a deficiency of 1.55 acres of open space.

a. The proximity of regional parks;

There is one regional park (Neptune Park) which is within walking distance of the project. In addition to Neptune Park, there are Sunset Haven Park which are nearby public parks within walking distance of this development. The Sunrise Meadows park is also nearby.

b. The size of the development;

The development is 12.02 acres with 35 lots and would result in a park that is 1.8 acres, which is not cost effective to maintain.

c. The need of the residents of the proposed subdivision for open space amenities;

The needs of the future residents may be met by utilizing the nearby parks. The nearby parks are 10.87 acres (Neptune), 3.3 acres (Sunset Haven), and 5.16 acres (Sunrise Meadows) respectively.

d. The density of the project;

This is a low density residential project, with a density of 2.91 units per acre.

e. Whether the Payment in Lieu furthers the intent of the General Plan; and

The General Plan states "Open spaces shall include useable recreational features as outlined in the City's Parks, Trails, Recreation and Open Space Master Plan. This plan recommends that the City does not continue to create or accept parks less than 5 acres in size. If the 1.8 acres were to be developed within this phase, it would

need to be a private park and would not be open to the public.

f. Whether the Payment in Lieu will result in providing open space and parks in more desirable areas.

The payment in lieu of open space will allow the City to purchase park space in other areas in the City.

2. Compliance with Value Requirements of Payment in Lieu Ordinance. The Payment in Lieu ordinance allows the City and the Developer to agree as to the market value of the in lieu land so long as there are circumstances that assure that the agreed value is at least equal to the expected appraised value. Developer has provided an appraisal as specified in Section 19.13.09 of the City Code. The appraisal that was submitted values the property at $52,500 per acre ($1.21 per square foot). The payment in lieu Ordinance also requires the developer to pay an amount equal to the estimated costs of improving the deficient amount of open space, which based on the estimate provided is $1.06 per square foot. The Ordinance also requires the developer to pay an amount equal to the estimated costs of water connections and water rights for the land if it were developed as open space, which is $15,200 per acre. The total payment for land value, open space improvement, and water connection and water rights shall be $176,914.68 for the Development. Developer has offered to pay to the City and the City has agreed to accept these amounts. By signing this Agreement, Developer hereby consents to pay the these amounts and waives any right to challenge under any theory of law or equity the validity of the fee in lieu and the costs of water connections and water rights for the land.

3. Payment Prior to Recording. Developer shall pay the above amount as payment in lieu of open space prior to recording the subdivision plat for the Development.

4. Miscellaneous Provisions.

4.1. This Agreement supersedes any and all negotiations, dealings, and agreements, whether written or oral, by the parties as to the matters addressed herein.

4.2. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intent and purposes of this Agreement.

4.3. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

4.4. The parties agree that should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

5. Runs with the Land. This Agreement is a servitude running with the land and binding upon the Developer and, upon recordation, is binding on all subsequent owners of the Development or any portion thereof, whether or not such owners had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement.

6. Effective Date and Term.

6.1. Effective Date. This Agreement shall become effective on the date it is executed by

Developer and the City.

6.2. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for until such time as the Master Development Plan Amendment expires. Unless otherwise agreed between the City and Developer in writing, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

7. Compliance With Conditions Imposed By City. Developer agrees to comply with any and all conditions imposed by the Planning Commission or the City Council during the approval process of the Master Development Plan Amendment and this Agreement as set forth in the official minutes of the City Planning Commission and City Council and audio recordings of such proceedings. Such conditions are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

CITY OF SARATOGA SPRINGS

By:_____

Its:_____

ATTEST:

_____

DEVELOPER

By _____

Its:_____

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Storm Water Management Plan
Date: February 12, 2014
Type of Item: Approval Resolution 14-12 Adopting a NOI and Storm Water Management Plan

Description:

A. Topic:

This item is for the approval of the City's Storm Water Management Plan as required with the Notice of Intent for a General Permit for storm water discharges.

B. Background:

On August 13th the City of Saratoga Springs received a Notice Letter from the State of Utah, Department of Environmental Quality, Division of Water Quality (DWQ) identifying the City as being located within an urbanized area according to the 2010 Census. The letter put Saratoga on notice that the City's Separate Storm Sewer System (MS4) will come under the purview of the Clean Water Act's storm water permitting requirements.

The first step that the City must complete is to submit a notice of intent (NOI) to the DWQ within 180 days to comply with the small MS4 General Permit for storm water. The NOI must include a Storm Water Management Plan (SWMP) to identify the Best Management Practices and the Measurable Goals that the City will implement to comply with the Clean Water Act. The City requested, and was granted, a 30-day extension for submittal of the NOI and SWMP.

The development and implementation of the SWMP will fulfill the requirements for storm water discharges from a Small Municipal Separate Storm Sewer System (MS4) (UAC R317-8) and as a co-City under the State of Utah UPDES Permit for Utah County Authorization to Discharge Municipal Storm Water, Section II, in accordance with Section 402(p)(3)(B) of the Federal Clean Water Act, and the State Storm Water Regulations (UAC R317-8-3.8). The SWMP was developed to comply with Part 4.0 of the UPDES permit.

The City of Saratoga Springs has previously been covered under the UPDES Phase 1 Storm water Discharge permit. When the permit was issued, Saratoga Springs was part of unincorporated Utah County. The City of Saratoga Springs was incorporated in 1997, and as of August 13, 2013 (The State of Utah's Notice Letter) the City is now required to issue its own storm water permit under Phase II MS4 storm water regulations (Small MS4 UPDES General Permit No. UTR090000).

C. Analysis:

Staff has prepared a SWMP and NOI permit to ensure compliance with the Federal Clean water act and upon approval by the City Council will submit the NOI and SWMP to the DWQ. The SWMP is a 5 year plan that includes a variety of programs, operating procedures, and educational objectives the City must complete in a timely manner in order to be in compliance with State regulations. Staff will continue to coordinate with the Council during the life of the SWMP to ensure resources are allocated as necessary to complete all objectives. It is important to note that the City can amend the SWMP at any time if necessary and resubmit to the DWQ.

D. Recommendation:

I recommend that the City Council approve Resolution 14-12 adopting the Notice of Intent and Storm Water Management Plan to ensure compliance with all State and Federal regulations.

RESOLUTION NO. R14-12 (2-18-14)

RESOLUTION APPROVING AN NOTICE OF INTENT AND A STORM WATER MANAGEMENT PLAN FOR SARATOGA SPRINGS

WHEREAS, On August 13th the City of Saratoga Springs received a letter from the State of Utah, Department of Environmental Quality, Division of Water Quality (DWQ) identifying the City as being located within an urbanized area according to the 2010 Census and that therefore the City's Separate Storm Sewer System (MS4) will come under the purview of the Clean Water Act's storm water permitting requirements; and

WHEREAS, The development and implementation of a Storm Water Management Plan (SWMP) will fulfill the requirements for storm water discharges from a Small Municipal Separate Storm Sewer System (MS4) (UAC R317-8) and as a co-City under the State of Utah UPDES Permit for Utah County Authorization to Discharge Municipal Storm Water, Section II, in accordance with Section 402(p)(3)(B) of the Federal Clean Water Act, and the State Storm Water Regulations (UAC R317-8-3.8); and

WHEREAS, Part 4.0 of the UPDES permit requires the City to submit a notice of intent (NOI) to the DWQ within 180 days to comply with the small MS4 General Permit for storm water;

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1) An Notice of Intent and Storm Water Management Plan is hereby adopted

Resolved and ordered this 18th day of February, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Saratoga Hills Plat 6
Concept Plan
February 18, 2014
Public Meeting

Report Date:	February 11, 2014
Applicant/Owner:	Jeff Mansell / Castlewood-Saratoga Hills LLC
Location:	Approximately 350 West Grandview Boulevard
Major Street Access:	Grandview Boulevard
Parcel Number(s) & Size:	58-041-0066; 26.93 acres
Parcel Zoning:	R-3, Low Density Residential
Adjacent Zoning:	R-3
Current Use of Parcel:	Vacant
Adjacent Uses:	R-3, Low Density Residential (north, south and west); R-3, Low Density Residential (east) Saratoga Shores Elementary School
Previous Meetings:	Feb. 2012 Concept Plan
Previous Approvals:	03/28/06 Preliminary Plat
Land Use Authority:	City Council
Future Routing:	Preliminary Plat with Planning Commission & City Council
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request for review of a revised Concept Plan for a proposed single-family residential development located at approximately 350 West Grandview Boulevard. The site is comprised of a single existing parcel totaling 26.93 acres and is zoned R-3, Low Density Residential. The R-3 zone permits up to 4 units per acre. The Revised Concept Plan proposes 52 single-family lots for an overall density of 1.93 units per acre. This concept is essentially the same plan that was approved by the City Council on March 28, 2006.

Recommendation:
Staff recommends that the City Council conduct a public meeting and provide informal direction to the applicant and staff regarding the conceptual subdivision. No official motion or recommendation is provided for Concept Plans.

B. Background:

This property has had several proposals since the original Saratoga Hills development was approved in 2000.

On March 28, 2006 the City Council approved a Preliminary Plat that was very similar to the Concept Plan proposed with this application. But this plat was never recorded and expired in 2008 due to inactivity.

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

In 2012 the applicant submitted a Concept Plan for a 55+ adult living community. This plan included 85 single-family detached units clustered throughout the property. In order to achieve this density (3.16 du/ac) the applicant requested a PUD overlay over the existing R-3 zone. After several meetings, including a neighborhood meeting, the applicant decided to not pursue this concept.

C. Specific Request:

Even though this current Concept Plan is very similar to the previously approved 2006 Preliminary Plat, the City Code and the Concept Plan requirements have both changed, necessitating the need for another review of this development. The current Concept Plan has 52 single family residential lots ranging in size from 10,001 square feet up to 22,338 square feet. The Concept Plan also includes 14.26 acres of open space, which is approximately 53% of the land area for this development.

D. Process:

Per section 19.13.04(6) of the City Code, a Concept Plan application shall be submitted before the filing of an application for Subdivision or Site Plan approval.

The Concept Plan review involves an informal review of the plan by the Planning Commission and City Council. The developer shall receive comments from the Planning Commission and City Council to guide the developer in the preparation of subsequent applications.

E. Community Review:

There is no requirement to notice concept plans because the comments received from the Planning Commission or City Council are not binding. Formal community interaction will occur once a formal public hearing is scheduled for subdivision and site plan review.

F. Review:

Section 19.13.04(6.d) states that the Concept Plan review is intended to provide the developer with an opportunity to receive input on a proposed development prior to incurring the costs associated with further stages of the approval process. This review does not create any vested development rights. Developers should anticipate that the City may raise additional issues in the future not addressed at the Concept Plan stage as they pursue formal plat approvals.

G. General Plan:

The General Plan designates this area for Low Density Residential. The Land Use Element of the General Plan defines Low Density Residential as development that has one to four units per acre. The proposed subdivision consists of 1.93 units per acre; therefore it is in compliance with the density envisioned for this area.

H. Code Criteria:

Section 19.12.03 of the City Code states, *"All subdivisions are subject to the provisions of Chapter 19.13, Development Review Process".* The following criteria are pertinent requirements for Preliminary Plats listed in Sections 19.12 (Subdivision Requirements) and 19.04.13 (R-3 Requirements) of the City Code.

Permitted or Conditional Uses: complies. Section 19.04.13(2 & 3) lists all of the permitted and conditional uses allowed in the R-3 zone. The Preliminary Plat provides residential building lots which are supported as a permitted use in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for residential lots is 10,000 square feet. The smallest lot shown on the Preliminary Plat is 10,001 square feet.

Setbacks and Yard Requirements: complies. Section 19.04.13(5) outlines the setbacks required by the RC zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 8/20 feet (minimum/combined)

Rear: Not less than twenty-five feet

Corner: Front 25 feet; Side abutting street 20 feet

This requirement will be reviewed in greater detail when the Preliminary Plat is submitted; however, given the size of the proposed lot, compliance with these standards should be achieved.

Parking, vehicle and pedestrian circulation: can comply. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 25 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

The Concept Plan shows a trail (Landrock trail) which provides a pedestrian pathway to a highpoint in the provided open space. Per Section 19.12.06(1)(c), staff recommends that an additional trail connection be provided which will connect this trail to the trail required as part of the Parkside Estates Plat (located to the east). The applicant indicated at the Planning Commission meeting that they will comply with this request and likely provide additional improvements at the top of the viewpoint.

The topography of the site does not allow too many options in terms of road design and lot layout. In general staff supports the road connectivity; however, staff recommends that the entrance to the cul-de-sac between Lots 649 and 652 be narrowed to match the standard pavement width found at the intersection of "Road 1" and "Road 2". Restricting the opening will provide greater traffic control and less ongoing maintenance for this public road. The applicant indicated that they will comply with this request.

The two points of access onto Grandview Blvd. meet the requirements for two points of access because Grandview is designated as a Collector road.

Fencing: can comply. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The Code also states that in an effort to promote safety for citizens using these trail corridors and security for home owners, fences shall be semi-private. Staff therefore recommends that the applicant include fencing details with their Preliminary Plat showing semi-private fencing between private lots and open space. As a recommendation, not a Code requirement, fencing should also be considered between private lots that back Grandview Blvd. to provide more unified appearance and greater safety for residents living in the area.

Open Space: can comply. The City Code requires a minimum 15% open space. The Concept Plan indicates that there is approximately 14.26 acres of open space, which equals 53% open space. Much of the open space provided with this Concept Plan is designated as Sensitive Land because of slopes greater than 30%.

Sensitive Lands are defined in Section 19.02.02 as,
"land and natural features including canyons and slopes in excess of 30%, ridge lines, natural drainage channels, streams or other natural water features, wetlands, flood

plains, landslide prone areas, detention or retention areas, debris basins, and geologically sensitive areas."

Credit toward meeting the open space requirement may be given for sensitive lands per the following code criteria:

a. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development and no development credit shall be given for sensitive lands.

b. All sensitive lands shall be placed in protected open space.

c. Sensitive lands may be used for credit towards meeting the minimum open space requirements. However, no more than fifty percent of the required open space area shall be comprised of sensitive lands.

Given the amount of land that is being set aside for open space, the future plats should meet the 15% required open space. The applicant will be required to provide a summary of all the sensitive lands when they submit an application for a Preliminary Plat.

It should be noted that the 30% and greater slopes shown on Lots 610 through 621 are currently being reviewed by the City Engineer. The slopes in this area have been caused by a now abandon drainage and will likely be filled in. See the attached Engineering Report for more information regarding this and other engineering issues.

I. Recommendation and Alternatives:

No official action should be taken. The Planning Commission should provide general direction and input to help the developer prepare for formal subdivision application.

J. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Concept Plan
5. January 23, 2014 Draft Planning Commission Minutes

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Saratoga Hills Plat 6
Date: January 23, 2014
Type of Item: Concept Plan Review

Description:

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

B. Background:

Applicant:	*Jeff Mansell / Castlewood – Saratoga Hills LLC*
Request:	*Concept Plan*
Location:	*Approximately 350 West Grandview Boulevard*
Acreage:	*26.93 acres – 52 Lots*

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

D. Proposed Items for Consideration:

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

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

3) Incorporate a grading and drainage design that protects homes from upland flows. Not lot shall contain sensitive lands including, but not limited to, 30%+ slopes and areas inundated during a 100-yr, 24 hour storm event.

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

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

requirements. Storm water must be cleaned to remove 80% of the Total Suspended Solids prior to discharge.

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

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

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

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

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

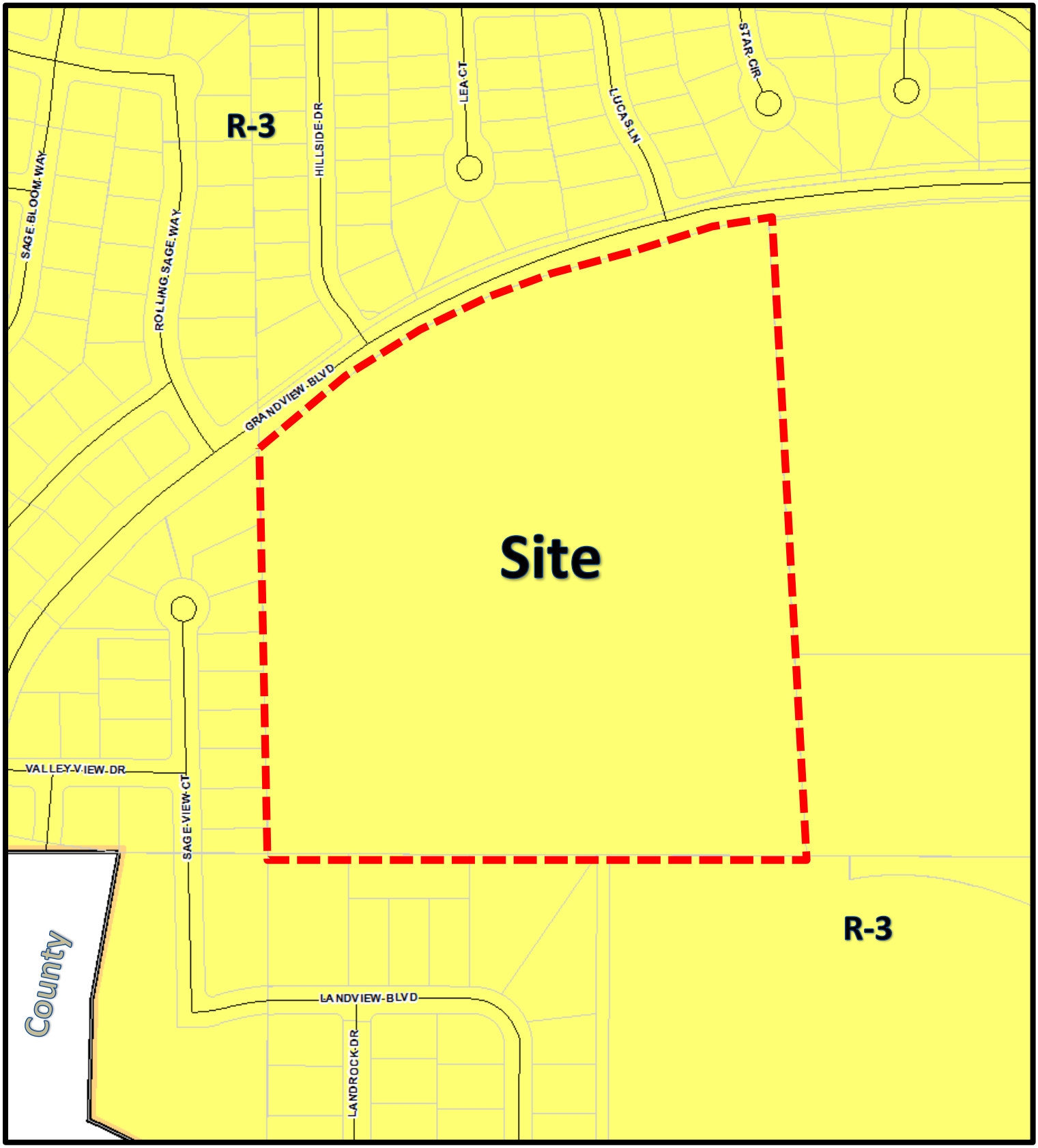
11) Developer shall dedicate property for the Existing Filter Station to the City.

12) The western most drainage no longer has any contributing upland areas and may be filled in if done in strict accordance with City standards and as per a geotechnical engineer's recommendation. However, the eastern drainage must be preserved though the length of the project.

13) Developer shall identify who will be responsible for maintaining park strips on Grandview Blvd.

14) Culverts and drainage systems must be sized for the 100-yr storm event.

Zoning and Location Map



Aerial Photo

SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

P.O.B.

N01°16'48"W - 823.66'

N53°35'57"E - 232.46'

N74°16'45"E - 366.72'

N83°41'30"E 55.73'

S03°27'00"E - 1283.16'

N89°42'23"W - 1080.43'

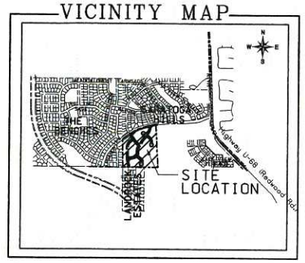
SHORT, ZAKARY & KAYLENE #35:504:0616
KOSSMAN, MATTHEW & HEIDIE #35:504:0615
BARTON, SHAWN & KIMBERLY #35:504:0614
KEYSER, DAVID & JULIE #35:504:0613
SECURITY NATIONAL LIFE INSURANCE CO #35:504:0612
KING, MOLLY #35:504:0611
BUTLER, JAMES & HEATHER #35:504:0610
DESMOND, DANIEL & NICOLE #35:504:0609
LAKEVIEW LAND & ROCK DEVELOPMENT LLC #59:003:0007
EDGE LAND 14 LLC #45:522:0014
EDGE LAND 14 LLC #45:522:0013
WARDWELL, TRENT #45:522:0012
VINCENT, STEVEN #45:522:0011
EDGE LAND 14 LLC #45:522:0010
STODDARD, JAMES #59:002:0093
EDGE LAND 12 LLC #58:041:0172
(ALPINE SCHOOL DISTRICT) # 58:041:0132
(THE BENCHES PLAT 5)
(SARATOGA HILLS PLAT 3)
(SARATOGA HILLS PHASE 2)

EXIST. WATER TANK
EXIST. POND
EXIST. WATER LINE
SARATOGA SPRINGS CITY #45:522:0033
EXTEND EXIST. DETENTION BASIN OUTFLOW
OVERFLOW
TOP OF BANK
LANDROCK TRAIL
OPEN SPACE 195,586.58 SQ. FT.
PUBLIC ROAD 1
PUBLIC ROAD 2
PUBLIC ROAD 3
PUBLIC ROAD 4
GRANDVIEW BLVD.
10' DRAINAGE EASEMENT
EXIST. P.L. LINE
FILTER STATION (DEDICATED TO THE CITY)
DETENTION 13764 CF
DETENTION 17450 CF
EXIST. 48" SD
48" SD

Δ - 20°40'56"
RAD - 1321.21
LNG - 476.92
CHD - 474.33
BRG - N63°56'11"E

30% SLOPES OR GREATER

VICINITY MAP



BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°16'48" WEST 823.66 FEET; THENCE NORTH 53°35'57" EAST 232.46 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A 1321.21 FOOT RADIUS CURVE TO THE RIGHT 476.92 FEET THROUGH A CENTRAL ANGLE OF20°40'56"; THE CHORD OF WHICH BEARS NORTH 63°56'11" EAST 474.33 FEET; THENCE NORTH 74°16'45" EAST 366.72 FEET;THENCE NORTH 83°41'30" EAST 55.73 FEET; THENCE SOUTH 03°27'00" EAST 1283.16 FEET; THENCE NORTH 89°42'23" WEST 1080.43 FEET TO THE POINT OF BEGINNING.

ACRES: 26.93 # OF LOTS: 52

TABULATIONS

TOTAL ACRES:	26.93 ACRES
TOTAL LOTS:	52 LOTS
UNITS PER ACRE:	1.93
OPEN SPACE:	14.26 ACRES 53%
BUILDABLE LAND:	9.95 ACRES 37%
MIN. LOT SIZE =	10,000 SF
AVERAGE LOT SIZE =	12,228 SF

NOTES:
1. ALL ROADS MUST BE CONSTRUCTED ON STRUCTURAL FILL AS PER CITY STANDARDS.
2. ALL ON-SITE FLOWS MUST BE CLEANED TO REMOVE 80% OF THE TSS PRIOR TO DISCHARGE.
3. ALL FILL MUST BE DOCUMENTED IN LIFTS OF NOT MORE THAN 12" OR WHAT IS RECOMMENDED BY THE SOILS ENGINEERS.
4. ALL COMPACTION SCHEDULE MUST BE IN PLACE PRIOR TO THE BEGINNING OF EXCAVATION.
5. LOTS 612-621 TO BE GRADED FOR PADS.

SCALE (FEET) 0 60 120 180 240

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

REGISTERED PROFESSIONAL ENGINEER NO. 174774 MATT W. BROWN STATE OF UTAH

No.	Date	By	Notes

REVISIONS

Designed:
Drawn: D. BUFFO
Checked:
Date: 11-15-13

Title: SARATOGA HILLS PLAT 6
Client:
Drawing Name: SINGLE FAMILY CONCEPT PLAN

PROJECT NO. 2013.104

SHEET NO. 1

RECEIVED NOV 26 2013

RECEIVED NOV 26 2013 BY

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Concept Plan for Saratoga Hills Plat 6 located at approximately 270 West Grandview Boulevard, Matt Brown, applicant.

Scott Langford presented the Concept Plan for Saratoga Hills Plat 6**.** He asked that the Planning Commission provided the applicant with their thoughts on the project.

Matt Brown, applicant briefly clarified with the Planning Commission the drainage plan.

Sandra Steele asked if there will be any grade issues with the lots near the drainage area. Matt Brown stated that those areas will be compacted soil.

Hayden Williamson had no comments regarding this plan.

Eric Reese would suggest that the access near the trail and open space not be blocked.

Kirk Wilkins concerned with placing compacted dirt in the natural drainage areas, this may create future issues. Kevin Thurman stated that studies regarding the drainage area will need to be completed before those are compacted with soils.

Kara North asked how the detention basin would function. Matt Brown illustrated how the drainage canals would function.

Jarred Henline and Jeff Cochran had no comments at this time.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Riverwalk
Rezone and Concept Plan
February 18, 2014
Public Hearing

Report Date:	February 6, 2014
Applicant/Owner:	Dan Ford / Paul and Jennifer Kuhn
Location:	Approximately 700 North 200 East
Major Street Access:	Redwood Road (via Dalmore Meadows)
Parcel Number(s) & Size:	58-035-0044; 16.47 acres
Parcel Zoning:	R-3, Low Density Residential
Adjacent Zoning:	Mixed Use (south); Agricultural (north); R-3 PUD (west)
Current Use of Parcel:	Vacant
Adjacent Uses:	Low Density Residential (west); Undeveloped (south); Undeveloped (north); Jordan River (east)
Previous Meetings:	none
Previous Approvals:	None
Land Use Authority:	City Council
Future Routing:	Public Hearing with City Council
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request to rezone 16.47 acres from R-3 to R-5 and to review a conceptual 37 lot residential subdivision. The applicant is proposing a concept plan that complies with City Code and the standard lot size permitted in the R-5 zone (8,000 square feet). The proposed Concept Plan shows 5.7 acres of sensitive land (within 100 year flood plain, but not designated as wetlands), with an additional 0.7 acres of open space improved with a meandering sidewalk connected to the existing sidewalk in the Dalmore Meadows Park.

Recommendation:
Staff recommends that the City Council conduct a public hearing, take public comment and discuss the proposed rezone and concept plan, and choose from the options in Section "J" of this report. Options include a motion for approval as proposed, a motion for approval as contingent upon recordation of Final Plats, a motion for approval contingent upon a development agreement, a motion for a denial based on non-compliance with findings of specific criterion, or a motion to continue the item to gather additional supportive information.

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

B. Background:

No official rezone or General Plan amendments have occurred on this property since being annexed into the City March 7, 2003.

C. Specific Request:

The 16.47 acre property is currently zoned R-3 (single family residential; minimum 10,000 square foot lot). The applicant is requesting to rezone the property from the R-3 zone to the R-5 zone. The R-5 zone allows a minimum lot size of 8,000 square feet; however, the Section 19.04.15(4) allows the following:

> *"b. Residential lots may be proposed that are less than 8,000 square feet as indicated in this Subsection.*
> *i. The City Council may approve a reduction if it finds that such a reduction serves a public or neighborhood purpose such as:*
> *1. A significant increase in the amount or number of parks and recreation facilities proposed by the developer of the property in this zone;*
> *2. The creation of significant amenities that may be enjoyed by all residents of the neighborhood;*
> *3. The preservation of sensitive lands (these areas may or may not be eligible to be counted towards the open space requirements in this zone – see definition of "open space" in § 19.02.02; or*
> *4. Any other public or neighborhood purpose that the City Council deems appropriate.*
> *ii. In no case shall the overall density in any approved project be increased as a result of an approved decrease in lot size pursuant to these regulations.*
> *iii. In making its determination, the City Council shall have sole discretion to make judgments, interpretations, and expressions of opinion with respect to the implementation of the above criteria. In no case shall reductions in lot sizes be considered a development right or a guarantee of approval.*
> *iv. In no case shall the City Council approve a residential lot size reduction greater than ten percent notwithstanding the amenities that are proposed."*

Per this code allowance, the applicant proposed to the Planning Commission a conceptual subdivision plat that had a few lots with a minimum 7,200 square feet. After receiving input from staff and the Planning Commission, the applicant has amended their concept plan to only show lots 8,000 square feet and larger. This amendment to the concept plan reduced the proposed number of lots from 38 to 37 single family residential lots.

The Concept Plan shows the preservation of approximately 5.7 acres of land designated as *sensitive lands*, or roughly 34% of the total area of the Concept Plan.

Sensitive Lands are defined in Section 19.02.02 as,

> *"land and natural features including canyons and slopes in excess of 30%, ridge lines, natural drainage channels, streams or other natural water features, wetlands, flood plains, landslide prone areas, detention or retention areas, debris basins, and geologically sensitive areas."*

The Concept Plan shows 5.7 acres of land designated as sensitive land. This land is within the 100 year flood plain of the Jordan River and is not used toward calculating the residential density of the development. The Code also states that these preserved areas may or may not be eligible to be counted toward meeting the open space requirements of this zone.

Open Space is defined in Section 19.02.02 as,

> *"a. means an open, landscaped, and improved area that:*

i. is unoccupied and unobstructed by residential or commercial buildings, setbacks between buildings, parking areas, and other hard surfaces that have no recreational value;

ii. provides park or landscaped areas that meet the minimum recreational needs of the residents of the subdivision;

b. includes parks, recreational areas, gateways, trails, buffer areas, berms, view corridors, entry features, or other amenities that facilitate the creation of more attractive neighborhoods;

c. may include hard surfaced features such as swimming pools, plazas with recreational value, sports courts, fountains, and other similar features with recreational value, as well as sensitive lands with recreational value, subject to the limitations stated in the definition of sensitive lands, within a development that have been designated as such at the discretion of the Planning Commission and City Council; and

d. may not include surplus open space located on another lot unless such surplus open space was previously approved as part of an overall site plan, development agreement, or plat approval."

The Code requires that developments in the R-5 zone have a minimum 20% open space. Credit toward meeting the open space requirement may be given for sensitive lands per the following code criteria:

a. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development and no development credit shall be given for sensitive lands.

b. All sensitive lands shall be placed in protected open space.

c. Sensitive lands may be used for credit towards meeting the minimum open space requirements. However, no more than fifty percent of the required open space area shall be comprised of sensitive lands.

The following table is a summary of the proposed Concept Plan as it relates to required Equivalent Residential Units (ERU's) and required open space:

Table 1.0

	ERU's	**Open Space**
Required	< 5 / acre	16.48 acres x 20% = 3.3 acres
Proposed	38 lots ÷ 10.8 ac = 3.52 ERU's	5.7 acres sensitive land ÷ 2 = 2.85 acres 2.85 acres + 0.7 acres = 3.55 acres open space

Based on the information shown on the Concept Plan, it appears that the proposed plan can meet the minimum code requirements if the City Council approves 50% of the sensitive land toward meeting the required open space. Consideration of this open space approval will be reviewed when a Preliminary Plat application is submitted to the City.

D. Process:

Per section 19.17.03 of the City Code, all rezoning application shall be reviewed by the City Council after receiving a formal recommendation by the Planning Commission. The Planning Commission forwarded a positive recommendation to the City Council to approve this rezone request after holding a public hearing on January 23, 2014. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the rezone in a public hearing and formally approves or denies the rezone request.

Per 19.17.02, a rezone is not required to happen concurrently with the concept plan review and may occur at a later stage as part of a development agreement approval pursuant to the legislative authority of the City Council in Utah Code § 10-9a-102(1) and (2). Alternatively, the Council can require a development agreement concurrently with the concept plan review.

Given these options, there are several alternatives that can be considered if the City Council chooses to approve the rezone.

The first option includes a straight forward rezone from R-3 to R-5. Such approval would not be contingent upon any specific plan. Rather the approval would be based upon compliance with the General Plan and with the understanding that this applicant, or any other developer, could develop this property in any number of different configurations as long as the design is in compliance with the requirements of the R-5 zone. Such designs would require subdivision review and approval by the City Council as specified by the City Code.

The second option is a conditional rezone from the R-3 to the R-5 zone. This option delays the rezoning of the property contingent upon the approval and recordation of a Final Plat that substantially matches the Concept Plan reviewed in conjunction with this rezone request. If the subdivision plat is never approved and recorded, then the property remains in the R-3 zone. If the subdivision plat is approved and then later expires due to inactivity, then the property reverts back to the R-3 zone. This option may be easier to track over time compared to the third option, because the zoning map will continue to show the property as R-3 until this specific development is eminent. If development does not take place, there is no need to go back and change the zoning map or deal with situations where a third party developer looking at the zoning map assumes they can develop the property in any fashion allowed under the R-5 regulations.

The third option is to rezone the property from R-3 to R-5 in conjunction with a development agreement. The development agreement would be tied to the submitted Concept Plan. If there is any significant deviation from the concept plan, then the developer would have to go through the rezone process to amend the original approval. In this option the zoning map would be amended to reflect the R-5 zone immediately upon the execution of the development agreement and would remain as such unless the development agreement became void either through time expiration or non-compliance to other terms specified in the agreement.

If the City Council chooses to rezone the property, and if the City Council chooses this third option, Kevin Thurman, City Attorney, has prepared a draft development agreement (attached to this report) for consideration.

Mr. Thurman recommended a development agreement during the Planning Commission hearing. The second option, conditional zoning, was not mentioned during the Planning Commission hearing.

The applicant was not in favor of a development agreement due to potential additional cost in time and money reviewing the agreement; however, the rezone request process has not been delayed thus far due to providing the City Council with this option.

E. Community Review:

Per 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 comment regarding this application.

F. Review:

The requirements of rezone review are found in Section 19.17.03 & .04 of the City Code. The rezoning request was reviewed within the context of all these and other pertinent sections of the

City Code. An in-depth review of code requirements within the context of the provided rezoning request is found in Section "H" of this report.

G. General Plan:

The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Concept Plan associated with the proposed rezone shows that the property can be developed in a way that is in compliance with the General Plan.

H. Rezoning:

The City Council is given wide latitude to make legislative land use decisions. *Bradley v. Payson City Corp.*, 2003 UT 16, ¶14 (Utah 2003). A rezone is a legislative land use decision and great deference is given to the Council when exercising its legislative discretion to grant or deny a rezone. *Harmon City, Inc. v. Draper City*, 2000 UT App 31, ¶9 (Utah Ct. App. 2000). Under Utah law, a court will presume that a land use decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act. *Utah Code § 10-9a-801*.

This standard of review recognizes the presumption that a legislative body's zoning decision could promote the general welfare even if it is reasonably debatable that it actually will promote the general welfare. *Harmon City, Inc. v. Draper City*, 2000 UT App 31, ¶ 14 (Utah Ct. App. 2000). A zoning decision "reflects a legislative policy decision with which courts will not interfere except in the most extreme cases." *Id.* at ¶18.

Thus, the Council has significant discretion whether to grant the rezone request. Courts will not interfere with the Council's decision if it is reasonably debatable that the decision promotes the general welfare.

I. Code Criteria:

If the Council decides to exercise its legislative discretion to grant the rezone request, it must consider the following criteria in making its decision. (Sections 19.17.03 & .04). The Council is given great deference as to whether the following criteria are or are not met.

The proposed change will conform to the Land Use Element and other provisions of the General Plan:

Staff conclusion; complies. The property is designated as Low Density Residential on the Future Land Use map. This designation supports residential density of 1 to 4 dwelling units per acre. Zoning districts that facilitate this type of density include the R-1, R-2, R-3, R-4, and R-5 zones. The proposed rezoning of this property from R-3 to R-5 is in compliance with the General Plan.

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

Staff conclusion; complies. Section 19.17.02 states that rezone application shall be accompanied by an application for Concept Plan review. The purpose of the Concept Plan is to provide general assurance that the proposed rezoning of the property can be developed in a way that is consistent with the zoning district being petitioned.

The applicant has submitted a Concept Plan that shows a 37 lot single family residential subdivision on 16.48 acres (10.8 buildable acres). The proposed subdivision will be an extension of the existing Dalmore Meadows, which is located to the west.

It is important to note that the existing development of Dalmore Meadows is zoned R-3 (PUD), with a minimum lot size of 6,000 square feet. The proposed R-5 zone allows a minimum lot size of 8,000 square feet. The Property to the south is zoned Mixed-Use (MU) and could support a variety of housing and commercial developments. Therefore, the proposed R-5 zone appears to be a compatible use in the context of this area.

The Concept Plan shows the potential for two road connections to the north and two road connections to the south. If the rezone request is approved, the applicant will submit a formal Preliminary Subdivision Plat. City staff will review the plat in greater detail to ensure that the future plat will have sufficient connection to public utilities and services (including but not limited to emergency services).

The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City:

Staff conclusion; complies. The proposed rezone from R-3 to R-5 facilitates low density residential development. The General Plan has designated this area for the development of low density residential development. The R-5 zone will support development that is compatible with existing development and the future land use map.

In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change:

Staff conclusion; complies. Rezoning the property to the R-5 zone will allow the property to be developed as a low density residential subdivision with approximately 5.7 acres of sensitive land between development and the Jordan River.

The single access for the development through the existing Dalmore Meadows subdivision will increase traffic through this neighborhood until such time as additional points of access are provided to this development. If the rezone is approved, staff will review the Preliminary Plat to ensure that the proposed points of access do not overly impact the existing neighborhood and that there is sufficient access to provide these residents with emergency services. There is a high likelihood that future approval of a subdivision plat would be contingent upon providing a second point of ingress/egress to this development.

[THE FOLLOWING FINDINGS ONLY APPLY IF THE REZONE REQUEST IS GRANTED]

The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a Concept Plan located in an R-5 zoning district (Section 19.04.15).

Permitted or Conditional Uses: complies. Section 19.04.15(2 & 3) lists all of the permitted and conditional uses allowed in the R-5 zone. The Concept Plan appears to provide residential building lots that will support single family homes, which are permitted uses in the R-5 zone. Specific details regarding lot size and public infrastructure will be reviewed in detail once a Preliminary Plat has been submitted.

Minimum Lot Sizes: complies. 19.04.15(4) states that the minimum lot size for lots is 8,000 square feet. The smallest lot shown on the Concept Plan is 7,200 square feet. Section "C" of this report provides specific details regarding how the applicant can request smaller lot sizes. Due to the preservation of open space and sensitive lands, staff believes that the applicant has

provided sufficient information for the City Council to consider reducing the minimum lot size permitted in this development.

Setbacks and Yard Requirements: complies. Section 19.04.22(5) outlines the setbacks required by the RC zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 6/12 feet (minimum/combined)

Rear: Twenty feet

Corner: Front 25 feet; Side abutting street 20 feet

More detailed review of these requirements will be conducted at the time of Preliminary Plat application.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

Vehicular circulation from the development to Redwood Road is a concern and will be addressed with appropriate conditions at the time of Preliminary Plat. The Concept Plan currently shows a single point of access to Dalmore Meadows. In turn Dalmore Meadows has a single point of access onto Redwood Road. Dalmore Meadows is a 107 lot residential subdivision. As a recommended condition for the Preliminary Plat, staff recommends that in order to provide clarity of connection and association with Dalmore Meadows, the name of the future development should be "Riverwalk at Dalmore Meadows".

J. Recommendation and Alternatives:

Staff recommends that the City Council review the Concept Plan and provide the applicant with direction in preparation for a Preliminary Plat application.

After evaluating the required standards for rezoning property, staff also recommends that the City Council conduct a public hearing and choose one of the following motions:

Standard Approval Motion:

"Based upon the evidence and explanations received today, I move to approve the rezoning of approximately 16.47 acres of property as identified in Exhibit 2 and generally located at 700 North 200 East from the R-3 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
2. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
3. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
4. Any other conditions as articulated by the City Council:"

_____

_____

Conditional Approval Based on Plat Recordation Motion:

"Based upon the evidence and explanations received today, I move to approve the rezoning of approximately 16.47 acres of property as identified in Exhibit 2 and generally located at 700 North 200 East from the R-3 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That the rezone decision shall take effect, after the Applicant obtains Final Plat approval and records the approved Final Plat(s) with the Utah County Recorder's office. The Final Plat(s) shall be in substantial compliance with the attached Concept Plan. If the Final Plats are recorded in phases at different times, then the rezoning of the property shall incrementally take effect based upon the boundaries recorded with each Final Plat.
2. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
3. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
4. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
5. Any other conditions as articulated by the City Council:"

_____

_____

Development Agreement Approval Motion:

"Based upon the evidence and explanations received today, I move to approve the rezoning of approximately 16.47 acres of property as identified in Exhibit 2 and generally located at 700 North 200 East from the R-3 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
2. That, prior to the rezone decision taking effect, the Applicant shall enter into a development agreement with the City that substantially complies with the proposed development agreement attached as an exhibit to this report.
3. The effective date of the rezone decision shall be the date the development agreement is recorded with the Utah County Recorder's office.
4. Applicant shall ensure that the development agreement is recorded. City will coordinate with Applicant to get it recorder but it is the Applicant's responsibility to ensure the development agreement is recorded.
5. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
6. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
7. Any other conditions as articulated by the City Council:"

_____

_____

Denial Motion:

"Based upon the evidence and explanations received today, I move to deny the rezoning of approximately 16.47 acres of property as identified in Exhibit 2 and generally located at 700 North 200 East from the R-3 to the R-5 zone, with the findings and conditions below:"

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.
2. The proposed rezone cannot meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

List Specific Code Standards and Requirements not met – See Section "I" of this report for specific standards and list them on the following lines:

_____

_____

_____

_____

Continuation Motion:
"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

_____

_____

_____

K. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Concept Plan
5. Proposed Development Agreement

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Riverwalk (Dalmore Meadows)
Date: January 23, 2014
Type of Item: Rezone and Concept Plan Review

Description:

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

B. Background:

Applicant:	*Dan Ford / Paul and Jennifer Kuhn*
Request:	*Concept Plan*
Location:	*Approximately 700 North and 200 East*
Acreage:	*16.47 acres - 38 lots*

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

D. Proposed Items for Consideration:

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

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

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

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

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

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

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

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

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

10) The Developer shall meet the current City Land Development Code in regards to requirements for a 2nd access to the project.

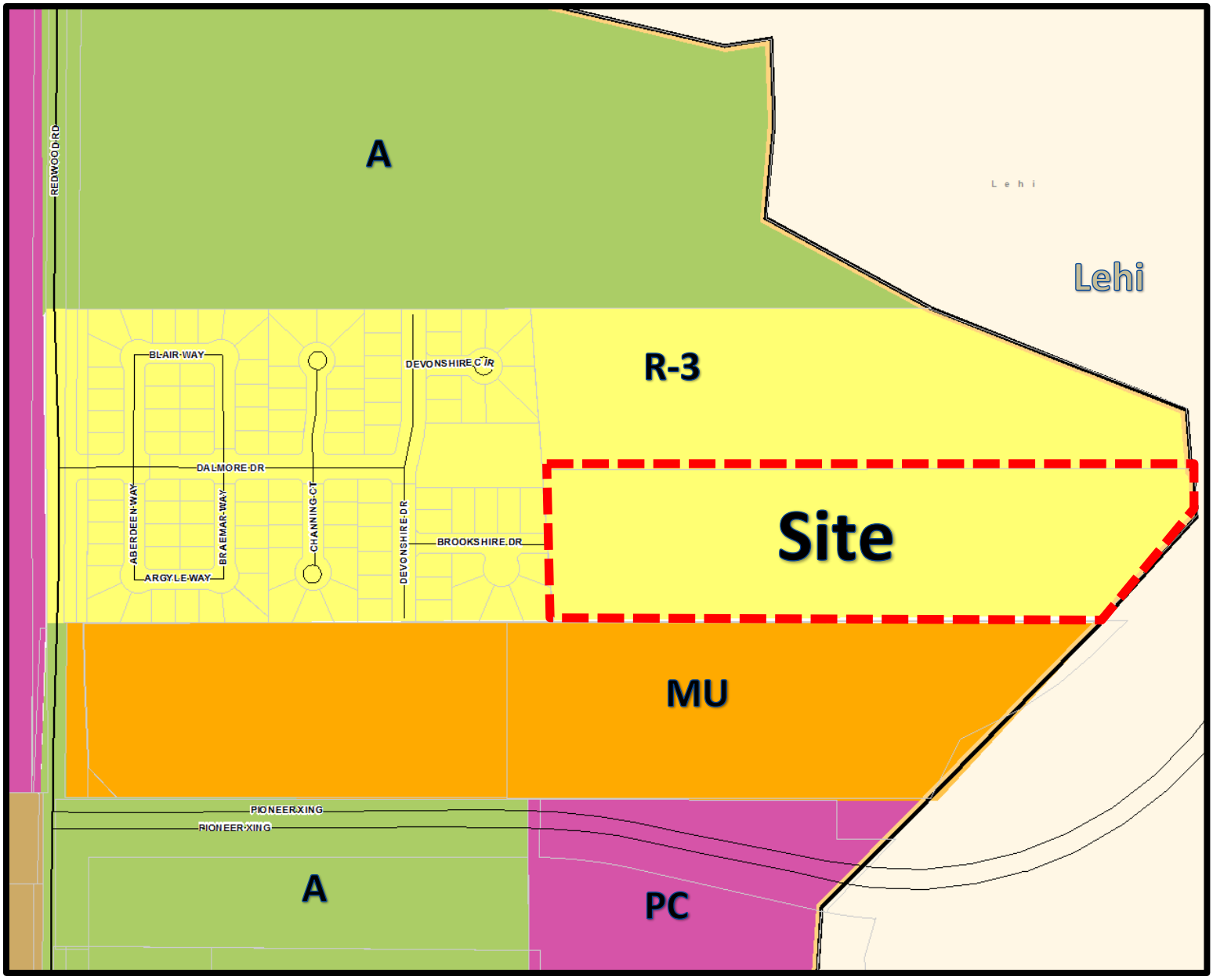
11) Developer shall relocate existing storm drain, land drain, and sewer lines as necessary to ensure that they are not within any proposed lot boundaries and that the City is provided adequate access to the facilities. Hard surfaces must be provided to access all manholes.

12) Developer shall provide Preliminary Jurisdictional wetland delineation with Preliminary Plat.

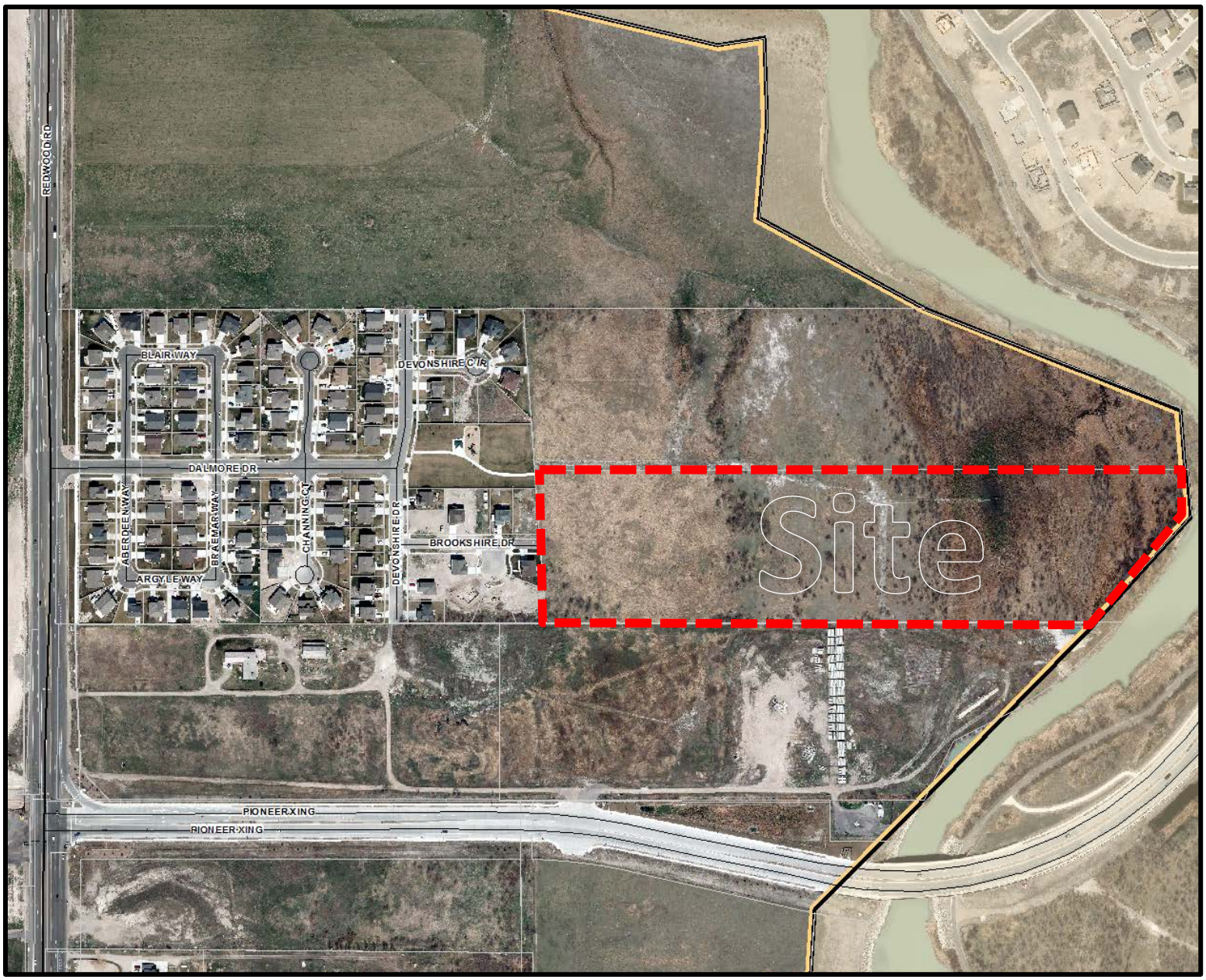
13) Lots shall not contain any sensitive lands including, but not limited to, FEMA floodplains or wetlands.

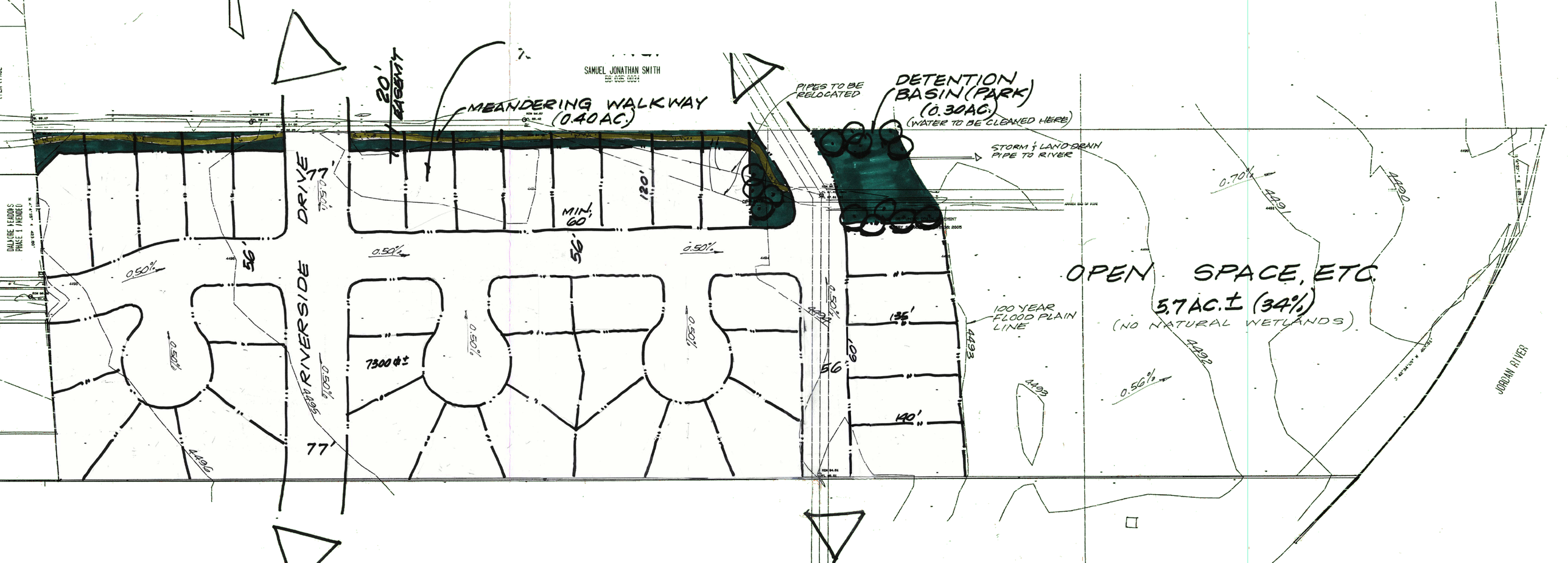
14) It is recommended to maintain the Dalmore Meadows name in the project to avoid confusion as the primary access to this project is past the Dalmore Meadow's entry sign.

Zoning and Location Map



Aerial Photo




SAMUEL JONATHAN SMITH
20' EASEMENT
MEANDERING WALKWAY
(0.40 AC.)
PIPES TO BE RELOCATED
DETENTION BASIN (PARK)
(0.30 AC.)
(WATER TO BE CLEANED HERE)
STORM & LAND DRAIN PIPE TO RIVER
DALKORE MEADOWS PHASE 1 AMENDED
DRIVE
RIVERSIDE
77'
56'
MIN. 60'
120'
0.50%
0.70%
7300 ±
136'
109'
140'
100 YEAR FLOOD PLAIN LINE
OPEN SPACE, ETC.
5.7 AC.± (34%)
(NO NATURAL WETLANDS)
4496
4495
4494
4493
4492
4491
4490
JORDAN RIVER

RIVERWALK
MASTER DEVELOPMENT AGREEMENT

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

RECITALS:

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

WHEREAS, the Property is currently zoned R-3. Developer wishes to develop the project known as Riverwalk, which will consist of 37 single family homes on 16.47 acres with lot sizes ranging from 8,000 square feet and larger ("Project"). Currently, the proposed Project does not meet the R-3 Zone requirements and therefore would not be allowed in the R-3 Zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the R-5 Zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

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

WHEREAS, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

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

WHEREAS, on _____, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, this Agreement, and a Concept Plan and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit B; and

DRAFT

WHEREAS, on _____, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the Concept Plan, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, number of units Developer may be able to build, major roads, required open spaces and trails, drainages, and power line corridors; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 29 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the zoning classification on the Property shall be the R-5 zone. Land uses allowed pursuant to such

DRAFT

zoning designation shall be governed by Title 19 of the City Code as constituted on the effective date of this Agreement, except to the extent this Agreement is more restrictive.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Project except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map), Section 19.04.15 (Low Density Residential (R-5)), the City's engineering standards and specifications, and the project plan approval processes therein.

5. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop under the Low Density R-5 Zone if the requirements of that zone are met. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Concept Plan and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the R-5 Zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the Exhibits attached to this Agreement.

6. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

7. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City

DRAFT

standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City.

8. Water Infrastructure, Dedications, and Fees.

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

b. Water Facilities for Development. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

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

9. Sewer, Storm Drainage, and Roads.

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

b. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City

DRAFT

regulations and the requirements of any applicable special service district.

10. Open Space Improvements.

a. Developer shall be responsible for the installation of and, in some cases, dedication to City of open space improvements (including parks) in the general location as shown in Exhibit __ at the time of plat recordation. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall primarily be based on the Concept Plan herein but may be adjusted in accordance with current City regulations and applicable law. However, City and Developer may not adjust the percentage of required open space as shown on the Concept Plan.

b. Developer and City acknowledge that the amount of open space shown in the Concept Plan exceeds the requirements of the R-5 zone. However, Developer expressly agrees to install and dedicate the excess open space as an express condition of the Zoning Request. Developer acknowledges that the required additional open space is a material condition of this Agreement and a material part of the consideration of this Agreement. Developer shall install and dedicate the open space improvements in proportion to the number of dwellings intended to be developed during any stage of construction. A Phasing Plan, including size and order of each phase, funding mechanism, and responsible parties, shall be approved by the City Council concurrently with the preliminary and final plat approvals. Separate phases may exceed the overall density of the zone only if the approved overall plan does not exceed the maximum allowable density of the zone.

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

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

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent

DRAFT

to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

12. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements, which shall occur concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies.

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

14. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property. In such a case, each developer shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a developer is unsuccessful at securing other developers' cooperation after reasonable efforts, the developer shall be eligible for a reimbursement or payback agreement with the City in accordance with City regulations and as approved by the City in writing.

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

DRAFT

the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

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

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

18. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Zoning Request and Developer is ready to proceed with preliminary plat or site plan submittal and approval, Developer shall submit preliminary plat applications for all or a portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section 18 as "Plans") for the portion of the Property being developed.

    a. In particular, such Plans shall meet the following requirements:

        i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project will be of high quality design (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
        ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
        iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and
        iv. comply with all City codes, ordinances, regulations, and standards; and

    b. Developer shall:

        i. comply with the conditions of approval of this Agreement, Concept Plan, and the Zoning Request as set forth in Exhibits A through ___;
        ii. comply with all City codes, ordinances, regulations, specifications, and

standards;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the project will be a high quality development that will be designed in a manner to minimize adverse impacts to the neighborhood and conforms with City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the project all at one time or in phases as allowed in City regulations.

f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer determines necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent

DRAFT

with the standards for approval set forth herein.

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

20. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-5 zone, the City's Land Development Code, and City regulations.

21. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 24 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the R-3 zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

22. Successors and Assigns.

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

DRAFT

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 22.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

23. Default.

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

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

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 23.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond

DRAFT

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

c. Breach of Agreement. Upon Default as set forth in subsections 23.a. and 23.b. above, City may declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-3 with no PUD Overlay. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

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

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

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

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

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

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

d. Exhibit "D" Concept Plan

e. Exhibit "E" Covenants, Conditions, and Restrictions

DRAFT

27. General Terms and Conditions.

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

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof.

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

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

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

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

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its

DRAFT

reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

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

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

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

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer: _____

To the City: City Manager
City of Saratoga Springs

DRAFT

1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

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

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

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

DRAFT

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 24 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

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

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

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

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

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

_____ By:_____

City Recorder Mayor

DRAFT

DEVELOPER:

By: _____

Its:_____

State of Utah
County of _____

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

_____
Notary Public

DRAFT

Exhibit Summary

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

DRAFT

Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

DRAFT

Exhibit "B"

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

DRAFT

Exhibit "C"

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

DRAFT

Exhibit "D"

Concept Plan

DRAFT

Exhibit "E"
Special Conditions

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans and final plats for the Project shall note these conditions on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition except as otherwise provided in the Special Conditions below.

A. No more than ___ dwelling units may be constructed in the Project as shown on the preliminary project plans as submitted and approved by the City Council, which approvals are set forth in Exhibits B through C of the within Agreement, subject to preliminary and final plat approval by the City Council.

B. Developer shall prepare a design standards manual which provides coordinated and detailed design standards for construction and improvement of roadways, buildings, parking areas, landscaping, signage, and lighting within the Project as provided in Chapter 19 of the City code and in City ordinances, standards, and regulations. The following shall be a part of the design standards manual:

    i. ????

C. Developer shall be required to pay a water hook-up fee and may not transfer water rights to City for the Project.

D. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

    i. establish a property owners association for the Project;

    ii. require the property owners associations to manage common areas within the Project, including the collection of necessary management fees;

    iii. limit occupancy in the Project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;

DRAFT

iv. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the Project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in Chapter 19.09 of the City's Land Development Code;

v. prohibit parking of recreational vehicles within the Project;

vi. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the Project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the Property, including any dwelling unit within the Project;

vii. require adoption of an enforcement policy that:

a. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and

b. has penalties for non-compliance; and

viii. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall accomplished as provided in Paragraph 16 thereof.

E. The special conditions set forth in Paragraph D shall run with the land and shall survive the within Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph D shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council as provided in Section 16 of the within Agreement.

F. Conditions iii, iv, and v in Special Condition No. D above shall be included on each recorded plat for Property, including but not limited to any condominium plat.

G. Developer agrees that any property located within the Project which is acquired by Developer subsequent to execution of this Agreement shall be subject to the within Development Agreement. Developer shall take any action necessary, including amendment of this Agreement, to assure such property is subject to this Agreement.

DRAFT

H. Addresses shall be included on the front and rear elevations of the units to aid in locating units for emergency response personnel.

I. **Any other conditions????**

DRAFT

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Public Hearing: Rezone and Concept Plan for Riverwalk located at approximately 700 North 200 East, Dan Ford, applicant.

Scott Langford presented the Rezone and Concept Plan for Riverwalk. Staff has included findings and conditions in the staff report dated January 23, 2014.

Dan Ford, applicant is present if the Planning Commission has any question.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Sandra Steele concerned with the density, she would rather have the zoning be R-4. The lots should be standards size; there is no need to reduce them further. She asked how many lots are there in the Dalmore Meadows development. Scott Langford stated there are 107 lots. Sandra expressed concern with the proposed access into the development with no additional point of egress; this could create many safety issues and what could be done to mitigate this concern. Scott Langford stated that the once a formal plan is brought forward those concerns could be addressed with the Fire Chief.

Hayden Williamson increase density is a sensitive issue here within the City. Reducing the lots size bring some concerns as well and would prefer those to be a minimum of 8,000 square feet.

Eric Reese feels that it is important to have a R-5 zone here within in the city. He feels that the access into the development can be address in the future. This plan fits the area.

Kirk Wilkins access was a concern but seeing that there are plans for an additional point of access into the development he is comfortable with that. Using sensitive lands as open space is a concern of his. He would recommend that the lots remain as a R-5 zone. Dan Ford, applicant stated that he is working with adjacent property owner in regards to the second access into the development for future use. A trail along the corridor is also being proposed.

Kara North is happy to see the second access being considered. She asked that the lot sizes be a minimum of 8,000 square feet. A trail would be ideal for the development as well.

Dan Ford indicated that Dalmore Meadows is a R-3 PUD and the lots in that development are larger.

Jarred Henline stated that he is fine with the proposed development.

Jeff Cochran has mixed emotions with the rezoning of this property along with the proposed open space. He asked what benefits the City is getting; there is no useable open space.

The Planning Commission and staff discussed the purpose of a development agreement for the rezoning of this property.

Motion was made by Sandra Steele and seconded by Jarred Henline to forward a positive recommendation to the City Council for the rezone of Riverwalk located at approximately 700 North 200 East, Dan Ford, applicant based on the findings and conditions listed in the staff report dated January 23, 2014. Aye: Sandra Steele, Jarred Henline, Kirk Wilkins, Hayden Williamson, Kara North and Jeff Cochran. Nay: Eric Reese.

Subject to:

1. **That a development agreement accompanies the rezone.**
2. **That the lot sizes be a minimum of 8,000 square feet.**
3. **That the green space amenities are included.**

ORDINANCE NO. 14-3 (2-18-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS CITY'S OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY; INSTRUCTION THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONNG RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE. (Riverwalk)

WHEREAS, the Saratoga Springs Planning Commission and City Council have reviewed the application for the rezoning of real property within the City limits; and

WHEREAS, the Saratoga Springs Planning Commission and City Council have conducted the required public hearings on the proposed rezoning.

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

SECTION I – ENACTMENT

The amendments to the City's Zoning Map attached hereto as Exhibit A and incorporated herein by this reference are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 18th day of February, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Jim Miller	_____
Bud Poduska	_____

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Beacon Point
Rezone and Concept Plan
February 18, 2014
Public Hearing

Report Date:	February 6, 2014
Applicant/Owner:	Paul Watson / Mendenhall
Location:	Approximately 4300 South Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	16-003-0032; 63.64 acres
Parcel Zoning:	R-2, Low Density Residential
Adjacent Zoning:	PC (south); R-3 (north)
Current Use of Parcel:	Vacant
Adjacent Uses:	Undeveloped Teguayo (south); Lake Mountain Single Family Residential (north)
Previous Meetings:	Concept Plan Review: PC 1-24-13 and CC 2-5-13; Preliminary Plat approval 07-16-13
Previous Approvals:	Preliminary Plat Phase 1(50 lots)
Land Use Authority:	City Council
Future Routing:	Public Hearing with City Council
Author:	Scott Langford, Senior Planner

A. Executive Summary:

This is a request to rezone 63.64 acres from R-2 to R-5 and to review a conceptual 163 lot residential subdivision. The applicant is proposing a minimum lot size of 7,951 square feet, which is a reduction of the standard lot size permitted in the R-5 zone. Such a reduction is permitted by the Code if the City Council determines the reduction serves a public or neighborhood purpose as outlined in Section 19.04.15. The proposed Concept Plan shows 14.81 acres of open space, which is 23.3% of the property.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment and discuss the proposed rezone and concept plan, and choose from the options in Section "J" of this report. Options include a motion for approval as proposed, a motion for approval as contingent upon recordation of Final Plats, a motion for approval contingent upon a development agreement, a motion for a denial based on non-compliance with findings of specific criterion, or a motion to continue the item to gather additional supportive information.

Scott Langford, AICP, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
slangford@saratogaspringscity.com • 801-766-9793 x116 • 801-766-9794 fax

B. Background:

The Concept Plan for the Beacon Point Development was reviewed by the Planning Commission (1-24-13) and City Council (2-5-13) in 2013, under the name of "Sugar Plumb".
During the Concept Plan review the following recommendations were made:

- The City's sewer plans and capacities were discussed. The existing sewer line has capacity for 50 lots at this location in the current system and the City has plans to upgrade some sewer lines in 2014, which would allow additional capacity in this area after the upgrade is complete.
    - The applicant plans to construct the first 50 lots and then wait until the City has completed the upgrades to the sewer system before constructing additional phases.
    - The City Council agreed with amending the service area for lift station #6.
- There is a collector road planned through this project, as required by the Transportation Master Plan. There was concern over the amount of driveways fronting the collector road.
    - The applicant has addressed this by revising the plan to limit driveways along the collector road and where this is not possible has added plat restrictions regarding access and driveways. Lots 5-8, 11-13, and 16 will have a driveway accessing the collector road; however, the note for these lots will restrict backing onto the collector road and states "no backing out on collector road, side load garage or U-shaped driveway required." There are several corner lots that have frontage on the collector road plus frontage on a side street. To limit driveways on the collector road, the plat requires the corner lots to be accessed from the side streets and states "no driveway access of this side of lot" along the collector road. The note for Lots 14-15 states "no backing out on collector road, driveways required in knuckle."
- There was a 0.54 acre park and a 0.17 acre piece of open space near the entrance of the development that the City was not willing to accept as public open space due to the small size.
    - The revised plans have incorporated these spaces into private lots.
- Fences were recommended between all private lots and public open spaces. A wrought iron fence with rock pillars was recommended along Redwood Road.
    - The landscape plans indicate a beige 6' privacy fence between the private lots and the open spaces and a 6' wrought iron style fence with masonry pillars along Redwood Road.

The applicant addressed the comments that were made during the Concept Plan review and then received Preliminary Plat approval from the City Council based on the following conditions of approval:

1.) That all requirements of the City Engineer be met, including those listed in the attached report.
2.) That all requirements of the City Fire Chief be met, including those listed below:
    a. That the fire hydrants be placed no more than 500 feet apart
3.) That the developer shall improve the open space along Redwood Road as shown on the attached landscape plans; that Parcel C will be formally landscaped; that Parcel F will be xeriscaped and that the open space will be dedicated to the City. The developer will maintain the open space during the warranty period, after which maintenance will be turned over to the City.
4.) That the debris pond may be landscaped with xeriscape and the drainage channel may be seeded with a native seed mixture. All other open space areas must be formally landscaped.
5.) Updated Landscape plans shall be required with the final plat application.
6.) That a wrought iron style fence with rock pillars be installed by the developer along Redwood Road.
7.) That the developer install 6' tall vinyl privacy fences between private lots and public open spaces, excluding the Redwood Road trail corridor, which shall have a wrought iron style fence with rock pillars.

8.) That two of the street names are changed and approved by the City's GIS Administrator, with the final plat application. The street names Ivy and Cambridge already exist in the City.

C. Specific Request:

Since receiving approval, the applicant has discovered that, due to the high cost of infrastructure needed to serve this development, they are not able to move forward with the approved Preliminary Plat. In order to get a higher yield from the property, they are proposing now to increase the density of the development.

The applicant is now seeking to rezone the 63.64 acre property from R-2 (single family residential; minimum 14,000 square foot lots) to R-5 (single family residential; minimum 8,000 square foot lots).

The proposed Concept Plan presented to the Planning Commission only had 2 out of the 163 proposed lots that did not comply with the standard 8,000 square foot minimum lot size. During the Public hearing, the applicant indicated that they would amend the Concept Plan to only have lots 8,000 square feet and larger.

D. Process:

Per section 19.17.03 of the City Code, all rezoning application shall be reviewed by the City Council after receiving a formal recommendation by the Planning Commission. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the rezone in a public hearing and formally approves or denies the rezone request.

Per 19.17.02, a rezone is not required to happen concurrently with the concept plan review and may occur at a later stage as part of a development agreement approval pursuant to the legislative authority of the City Council in Utah Code § 10-9a-102(1) and (2). Alternatively, the Council can require a development agreement concurrently with the concept plan review.

Given these options, there are several alternatives that can be considered if the City Council chooses to approve the rezone.

The first option includes a straight forward rezone from R-2 to R-5. Such approval would not be contingent upon any specific plan. Rather the approval would be based upon compliance with the General Plan and with the understanding that this applicant, or any other developer, could develop this property in any number of different configurations as long as the design is in compliance with the requirements of the R-5 zone. Such designs would require subdivision review and approval by the City Council as specified by the City Code.

The second option is a conditional rezone from the R-2 to the R-5 zone. This option delays the rezoning of the property contingent upon the approval and recordation of a Final Plat that substantially matches the Concept Plan reviewed in conjunction with this rezone request. If the subdivision plat is never approved and recorded, then the property remains in the R-2 zone. If the subdivision plat is approved and then later expires due to inactivity, then the property reverts back to the R-2 zone. This option may be easier to track over time compared to the third option, because the zoning map will continue to show the property as R-2 until this specific development is eminent. If development does not take place, there is no need to go back and change the zoning map or deal with situations where a third party developer looking at the zoning map assumes they can develop the property in any fashion allowed under the R-5 regulations.

The third option is to rezone the property from R-2 to R-5 in conjunction with a development agreement. The development agreement would be tied to the submitted Concept Plan. If there is any significant deviation from the concept plan, then the developer would have to go through the rezone process to amend the original approval. In this option the zoning map would be amended to reflect the R-5 zone immediately upon the execution of the development agreement and would remain as such unless the development agreement became void either through time expiration or non-compliance to other terms specified in the agreement.

If the City Council chooses to rezone the property, and if the City Council chooses this third option, Kevin Thurman, City Attorney, has prepared a draft development agreement (attached to this report) for consideration.

Mr. Thurman recommended a development agreement during the Planning Commission hearing. The second option, conditional zoning, was not mentioned during the Planning Commission hearing.

The applicant was not in favor of a development agreement due to potential additional cost in time and money reviewing the agreement; however, the rezone request process has not been delayed thus far due to providing the City Council with this option.

E. Community Review:

Per 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 comment regarding this application.

F. Review:

The requirements of rezone review are found in Section 19.17.03 & .04 of the City Code. The rezoning request was reviewed within the context of all these and other pertinent sections of the City Code. An in-depth review of code requirements within the context of the provided rezoning request is found in Section "I" of this report.

G. General Plan:

The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Concept Plan associated with the proposed rezone shows that the property can be developed in a way that is in compliance with the General Plan.

H. Rezoning:

The City Council is given wide latitude to make legislative land use decisions. *Bradley v. Payson City Corp.*, 2003 UT 16, ¶14 (Utah 2003). A rezone is a legislative land use decision and great deference is given to the Council when exercising its legislative discretion to grant or deny a rezone. *Harmon City, Inc. v. Draper City*, 2000 UT App 31, ¶9 (Utah Ct. App. 2000). Under Utah law, a court will presume that a land use decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act. *Utah Code § 10-9a-801*.

This standard of review recognizes the presumption that a legislative body's zoning decision could promote the general welfare even if it is reasonably debatable that it actually will promote the general welfare. *Harmon City, Inc. v. Draper City*, 2000 UT App 31, ¶ 14 (Utah Ct. App. 2000). A zoning decision "reflects a legislative policy decision with which courts will not interfere except in the most extreme cases." *Id.* at ¶18.

Thus, the Council has significant discretion whether to grant the rezone request. Courts will not interfere with the Council's decision if it is reasonably debatable that the decision promotes the general welfare.

I. Code Criteria:

If the Council decides to exercise its legislative discretion to grant the rezone request, it must consider the following criteria in making its decision. (Sections 19.17.03 & .04). The Council is given great deference as to whether the following criteria are or are not met.

The proposed change will conform to the Land Use Element and other provisions of the General Plan:

Staff conclusion; may not comply and may comply. The property is designated as Low Density Residential on the Future Land Use map. This designation supports residential density of 1 to 4 dwelling units per acre. Zoning districts that facilitate this type of density include the R-1, R-2, R-3, R-4, and R-5 zones. The proposed rezoning of this property from R-3 to R-5 is in compliance with the General Plan Future Land Use map.

It is also important to note that this is the last remaining piece of property in the City that is zoned R-2. The General Plan encourages a variety of housing types and lot size; therefore rezoning the property would be reducing the variety of housing stock.

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

Staff conclusion; may not comply and may comply. Section 19.17.02 states that rezone applications shall be accompanied by an application for Concept Plan review. The purpose of the Concept Plan is to provide *general assurance* that the proposed rezoning of the property can be developed in a way that is consistent with the zoning district being petitioned.

Analysis of this criterion boils down to what the final design will actually be, or in other words what will ultimately be developed on this property. There is a wide variety of permitted and conditional uses that could be developed on property that is zoned R-5. Section 19.04.15 of the City Code lists a variety of uses from single family detached homes, to schools, to residential facilities for elder and disabled persons, to several other uses. With the exception of conditionally allowing residential facilities for disabled persons, the permitted and conditional uses allowed in the R-2 and R-5 zones are identical. Therefore the main difference between these two zoning districts is the increased residential density created as a by-product of smaller lot sizes in the R-5 zone.

The following table compares some of the differences between the R-2 and R-5 zones.

Zone	Minimum Lot Size	Open Space Req.	ERU's Per Acre
R-2	14,000 sqft / 0.32 acre	15%	2
R-5	8,000 sqft / 0.18 acre	20%	5

Therefore it is what and how these uses are placed on this property (and their intensities) that determine what type of impact it could have on the surrounding neighborhoods (both existing and planned).

The applicant has submitted a Concept Plan that shows a 163 lot single family residential subdivision on 63.64 acres (2.56 dwelling units per acre). Such density is compatible in the R-3 zone; however the drainage and topography of the property limits the amount of buildable land. The applicant is seeking the R-5 zone so they can develop 8,000 square foot lots.

The proposed subdivision will connect with two existing stubbed streets in the Lake Mountain subdivision and two new intersections onto Redwood Road.

The City's Master Transportation Plan shows a collector road running east/west within the northern portion of the Concept Plan. During previous meetings, staff, the Planning Commission, and City Council have raised safety concerns regarding the number of private driveways located on the future collector roadway. In order to reduce the potential number of driveways with vehicles backing directly onto the collector road, staff has recommended that the Concept Plan employ a shared private road design. These private roads would in turn connect with the public collector road.

Example of Shared Private Road Design:

The shared private road would be privately owned and maintained with access provided by an easement (shown on Concept Plan). Staff recommends that if such a design is used that a private HOA be responsible for maintaining the landscaping within the islands and the pavement within the private driveways.

The proposed Concept Plan has a significant number of lots that are required to provide proper setbacks in accordance with the Wildland-Urban Interface Code. Based on the fuel type located in this area, the preliminary assessment is that the lots that back the unimproved and non-regularly maintained open space must have a minimum 30 foot setback.

At preliminary plat approval, a Fire Protection Report, or Fire Protection Plan in accordance with the Wildland-Urban Interface Code, shall be prepared to assess fire probability and potential hazards by a person or agency qualified by training and experience and approved by the City Fire Chief.

If the rezone request is approved, the applicant will submit a formal Preliminary Plat. City staff will review the plat in greater detail to ensure that the future plat will have sufficient connection to public utilities and services (including but not limited to emergency services). Until that time, , staff believes that the Concept Plan proposes a land development type that could provide a density transition between the Lake Mountain Subdivision and the future Teguayo development, and as such will not adversely affect the health, safety, convenience, morals, or general welfare of the public.

The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinances of the City:

Staff conclusion; may not comply and may comply. The proposed rezone from R-3 to R-5 facilitates low density residential development. The General Plan has designated this area for the development of low density residential development.

In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change:

Staff conclusion; may not comply and may comply. Rezoning the property to the R-5 zone will allow the property to be developed as a low density residential subdivision and provide a transition between lower density development to the north and the proposed higher density residential development to the south.

However, one could argue that the subject property is not needed as a transitional piece of property since the Teguayo development already provides a buffer of open space on its northern border. Another point that could be made for keeping the property zoned R-2 is that this property has been zoned R-2 for several years, during which time the Lake Mountain subdivision has been developed. Residents who have invested in property in the Lake Mountain development may have done so with the expectation that the land adjacent to their investment would be a lower density development.

[THE FOLLOWING FINDINGS ONLY APPLY IF THE REZONE REQUEST IS GRANTED]

The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a Concept Plan located in an R-5 zoning district (Section 19.04.15).

Permitted or Conditional Uses: complies. Section 19.04.15(2 & 3) lists all of the permitted and conditional uses allowed in the R-5 zone. The Concept Plan appears to provide residential building lots that will support single family homes, which are permitted uses in the R-5 zone. Specific details regarding lot size and public infrastructure will be reviewed in detail once a Preliminary Plat has been submitted.

Minimum Lot Sizes: complies. 19.04.15(4) states that the minimum lot size for lots is 8,000 square feet. After meeting with the Planning Commission, the applicant has amended their Concept Plan to comply with this minimum lot size.

Setbacks and Yard Requirements: complies. Section 19.04.22(5) outlines the setbacks required by the R-5 zone. These requirements are:

Front: Not less than twenty-five feet.

Sides: 6/12 feet (minimum/combined)

Rear: Twenty feet

Corner: Front 25 feet; Side abutting street 20 feet

More detailed review of these requirements will be conducted at the time of Preliminary Plat application especially as they pertain to the Wildland-Urban Interface Code requirements.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

Vehicular circulation from the development to Redwood Road is a concern and will be addressed with appropriate conditions at the time of Preliminary Plat. The Concept Plan currently shows Phase 1 as having two points of connection with Lake Mountain Estates and one connection to Redwood Road.

One additional connection to Redwood Road is shown to occur during the 5th and final phase of this development.

J. Recommendation and Alternatives:

After evaluating the required standards for rezoning property, staff recommends that the City Council conduct a public hearing and choose one of the following motions:

Standard Approval Motion:
"Based upon the evidence and explanations received today, I move to conditionally approve the rezoning of approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road from the R-2 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
2. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
3. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
4. Any other conditions as articulated by the City Council:"

_____

_____

Conditional Approval Based on Plat Recordation Motion:
"Based upon the evidence and explanations received today, I move to conditionally approve the rezoning of approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road from the R-2 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That the rezone decision shall take effect, after the Applicant obtains Final Plat approval and records the approved Final Plat(s) with the Utah County Recorder's office. The Final Plat(s) shall be in substantial compliance with the attached Concept Plan. If the Final Plats are recorded in phases at different times, then the rezoning of the property shall incrementally take effect based upon the boundaries recorded with each Final Plat.
2. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
3. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
4. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
5. Any other conditions as articulated by the City Council:"

_____

_____

Development Agreement Approval Motion:
"Based upon the evidence and explanations received today, I move to conditionally approve the rezoning of approximately 63.64 acres of property as shown in Exhibit 2 and generally located at 4300 South Redwood Road from the R-2 to the R-5 zone, with the findings and conditions below:

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.

2. The proposed rezone has met, or can conditionally meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

Conditions:

1. That per Section 19.04.15 the minimum lot size shall be 8,000 square feet.
2. That, prior to the rezone decision taking effect, the Applicant shall enter into a development agreement with the City that substantially complies with the proposed development agreement attached as an exhibit to this report.
3. The effective date of the rezone decision shall be the date the development agreement is recorded with the Utah County Recorder's office.
4. Applicant shall ensure that the development agreement is recorded. City will coordinate with Applicant to get it recorder but it is the Applicant's responsibility to ensure the development agreement is recorded.
5. All requirements of the City Engineer shall be met, including but not limited to those in the attached report.
6. All requirements of the Fire Chief shall be met, including but not limited to those in the attached report.
7. Any other conditions as articulated by the City Council:"

_____

_____

Denial Motion:
"Based upon the evidence and explanations received today and the following findings, I move to deny the request to rezone approximately 63.64 acres of property generally located at 4300 South Redwood Road from the R-2 to R-5 zone. Specifically I find that the following standards and/or code requirements have not been met:"

Findings:

1. Per Section "H" above, the City Council is given wide latitude and great deference in making rezone decisions, which are legislative decisions. A court will presume the Council's decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act, the City's General Plan, and the City's Land Development Code. A zoning decision reflects a legislative policy decision with which courts will not interfere except in the most extreme cases. Thus, the Council has significant discretion whether to grant the rezone request.
2. The proposed rezone cannot meet all Code requirements as provided in Section "I" of this report, which Section is incorporated into these findings by this reference.

List Specific Code Standards and Requirements:

_____

_____

_____

Continuation Motion:

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

_____

_____

_____

K. Exhibits:

1. Engineering Report
2. Zoning / Location map
3. Aerial Photo
4. Concept Plan
5. Approved Preliminary Plat (July 2013)
6. Proposed Development Agreement

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Beacon Point
Date: January 23, 2014
Type of Item: Rezone and Concept Plan Review

CITY OF
SARATOGA SPRINGS

Description:

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

B. Background:

Applicant:	*Paul Watson / Mendenhall*
Request:	*Rezone and Concept Plan*
Location:	*Approximately 4300 South Redwood Road*
Acreage:	*63.64 acres - 163 lots*

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

D. Proposed Items for Consideration:

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

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

3) Developer shall comply with the Land Development Codes regarding not disturbing 30%+ slopes. Existing drainages shall be preserved, improved with native landscaping and trails, and piped with culverts capable of passing the 100-yr flow where they cross roadways. A culvert will be necessary to pass flows under Redwood Road and improvements or easements may be necessary from Redwood Road to the Lake.

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

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

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

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

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

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

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

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

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

13) Developer shall incorporate a 77' ROW collector road into the project based on the City's adopted Transportation Master Plan that runs East-West from Redwood Road to the western boundary of the property.

14) Driveways are discouraged along collector roads. Project design should eliminate or minimize driveways along the collector road and the plat should stipulate that corner lots may not have access onto the collector road.

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

16) Frontages along Redwood Road will need to be improved to City standards including road widening, an 8' meandering trail, and dedication of a 90' half width

ROW.

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

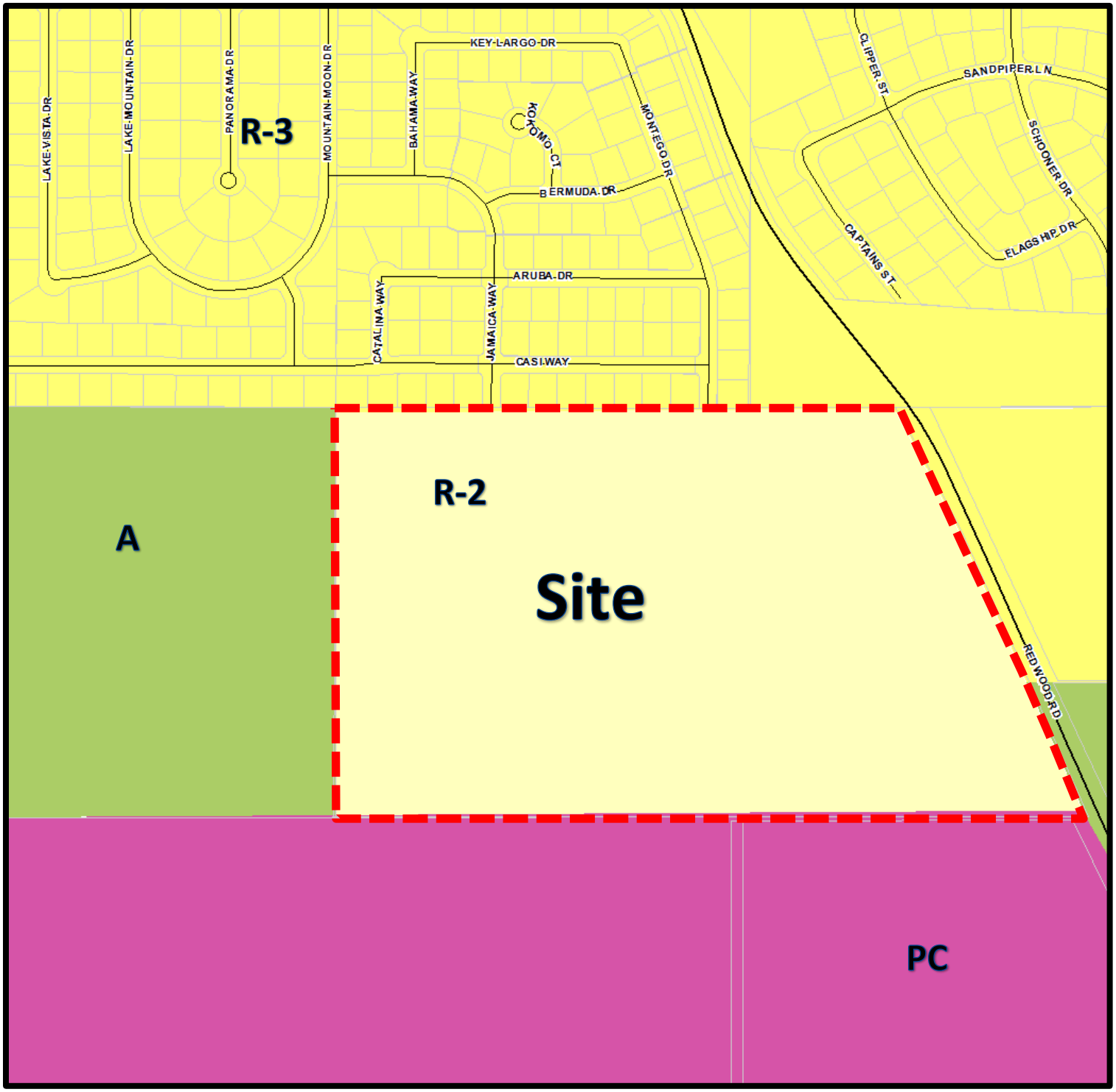
18) Provide a Detention/Debris Basin at the western limit of the project to protect future homes from the risks of floods and debris flows

19) Mitigate the risk of wildfires at the western boundary of this property by providing complying with the City's Wildland-Urban Interface code requirements.

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

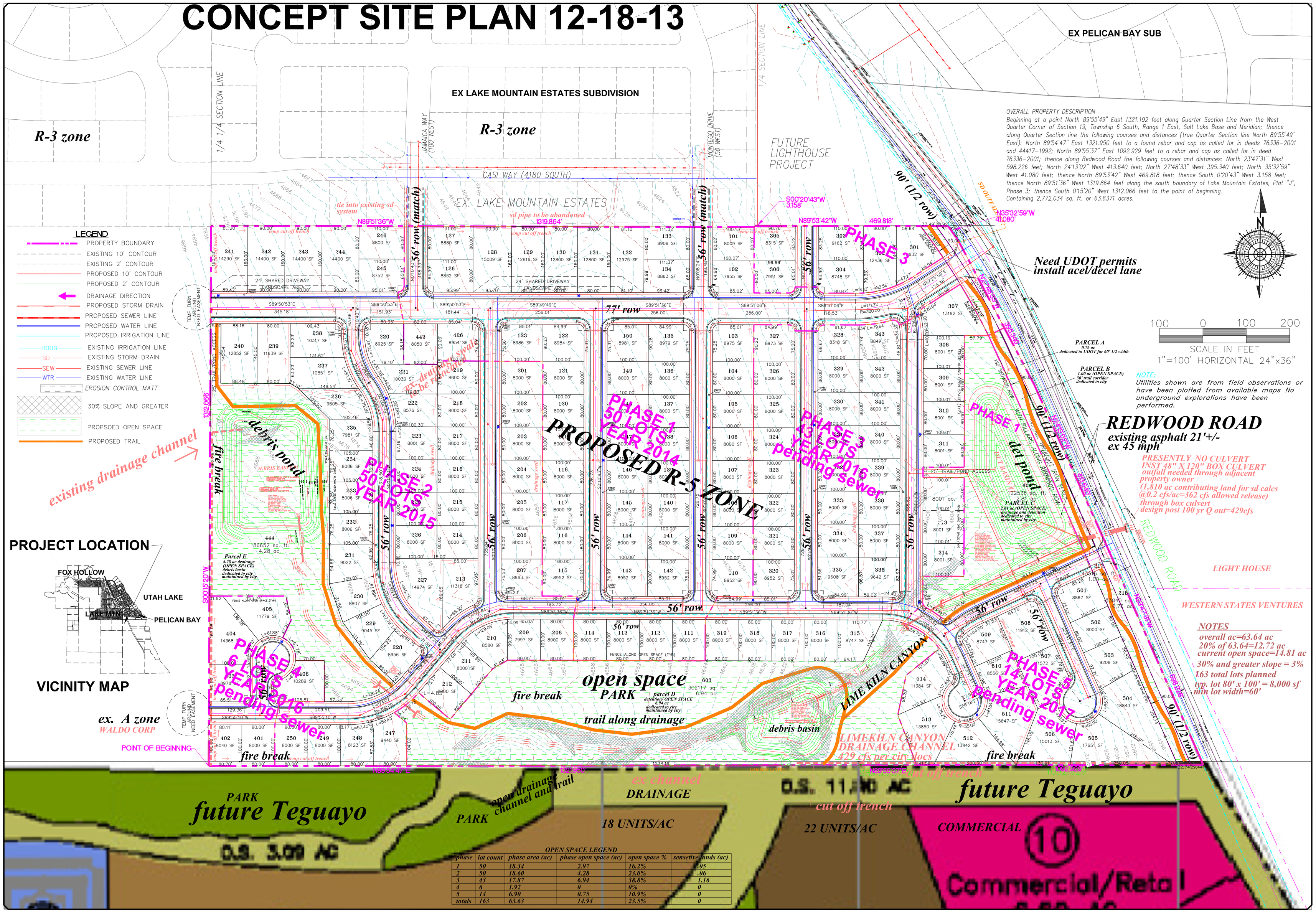
21) Any overhead utilities within this project or along frontages shall be buried.

Zoning and Location Map



Aerial Photo

CONCEPT SITE PLAN 12-18-13



OVERALL PROPERTY DESCRIPTION

Beginning at a point North 89°55'49" East 1321.192 feet along Quarter Section Line from the West Quarter Corner of Section 19, Township 6 South, Range 1 East, Salt Lake Base and Meridian; thence along Quarter Section line the following courses and distances (true Quarter Section line North 89°55'49" East): North 89°54'47" East 1321.950 feet to a found rebar and cap as called for in deeds 76336–2001 and 44417–1992; North 89°55'37" East 1092.929 feet to a rebar and cap as called for in deed 76336–2001; thence along Redwood Road the following courses and distances: North 23°47'31" West 598.226 feet; North 24°13'02" West 413.640 feet; North 27°48'33" West 395.340 feet; North 35°32'59" West 41.080 feet; thence North 89°53'42" West 469.818 feet; thence South 0°20'43" West 3.158 feet; thence North 89°51'36" West 1319.864 feet along the south boundary of Lake Mountain Estates, Plat "J", Phase 3; thence South 0°15'20" West 1312.066 feet to the point of beginning. Containing 2,772,034 sq. ft. or 63.6371 acres.

OPEN SPACE LEGEND					
phase	lot count	phase area (ac)	phase open space (ac)	open space %	sensetive lands (ac)
1	50	18.34	2.97	16.2%	.05
2	50	18.60	4.28	23.0%	.06
3	43	17.87	6.94	38.8%	1.16
4	6	1.92	0	0%	0
5	14	6.90	0.75	10.9%	0
totals	163	63.63	14.94	23.5%	0

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 12-14-11
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=100'

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

BEACON POINT CONCEPT

OVERALL SITE PLAN

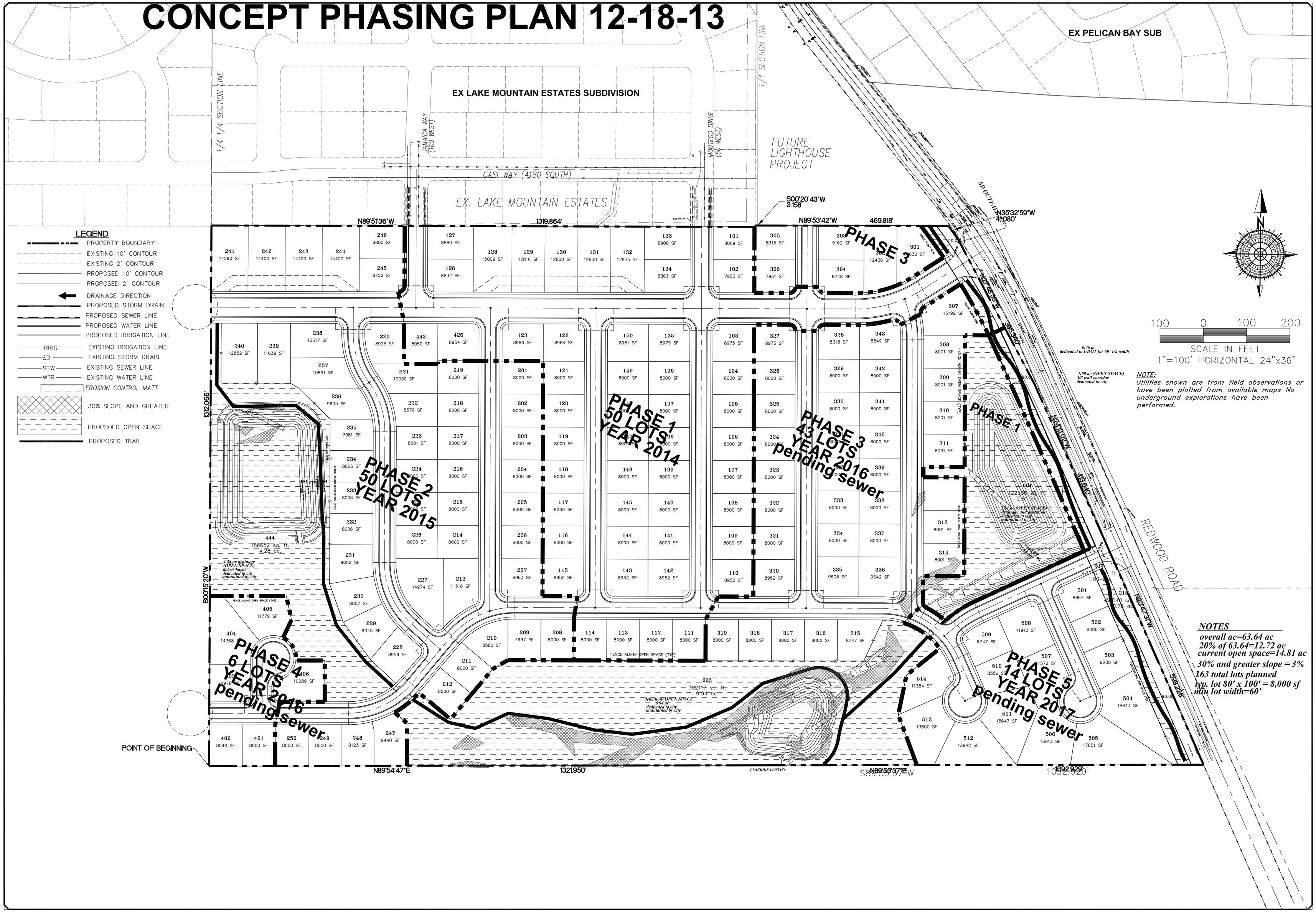
Saratoga Springs, Utah

DRAWING FILE: DBASE–Sugar Plumb (Mendenhall)
PROJECT NUMBER
PLOT DATE: 12-18-13

SARATOGA CITY

SHEET NO. 1

CONCEPT PHASING PLAN 12-18-13



NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE:	12-14-11
SURVEY BY:	
DRAWN BY:	GPW
DESIGNED BY:	GPW
CHECKED BY:	GPW
SCALE:	1"=100'

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING - CONSULTING - LAND PLANNING
CONSTRUCTION MANAGEMENT

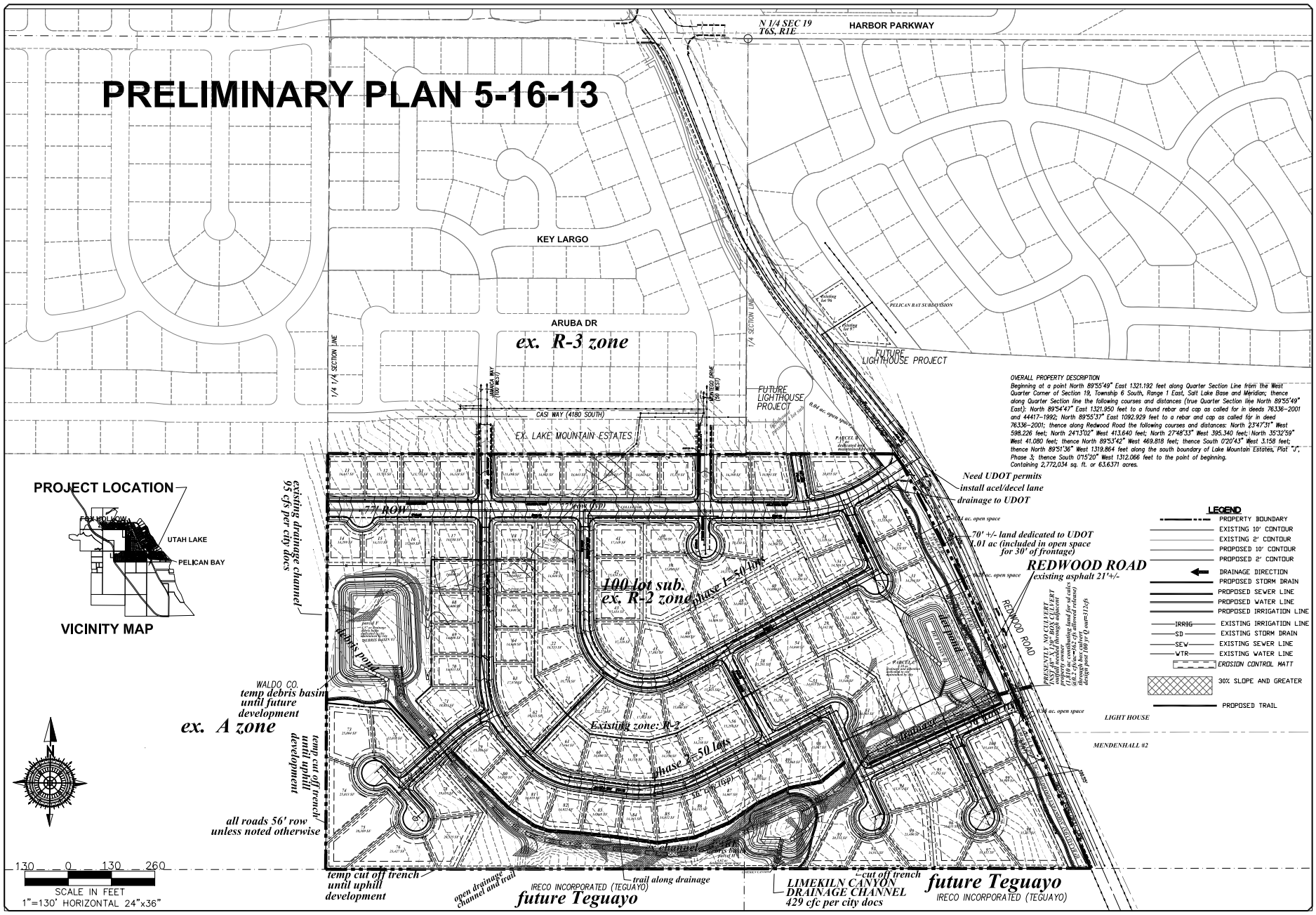
BEACON POINT CONCEPT
PHASING PLAN
Saratoga Springs, Utah

12-18-13 PLOT DATE
IBASE-Super Plumb (Vandenhoff) DRAWING FILE
PROJECT NUMBER

SARATOGA CITY

SHEET NO. 2/2

PRELIMINARY PLAN 5-16-13



NO.	DESCRIPTION	DATE	APP'D

DRG. DATE: 12-14-99
SURVEY BY: ↑
DRAWN BY: GRV
DESIGNED BY: ↑
CHECKED BY: GCK
SCALE: 1"=100'

GATEWAY CONSULTING, inc.
P.O. BOX 95005 SOUTH JORDAN, UT 84095
PH: (801) 694-3848 FAX: (801) 432-7030
paul@gatewayconsultingslc.com
CIVIL ENGINEERING · CONSULTING · LAND PLANNING
CONSTRUCTION MANAGEMENT

BEACON POINT
(Mendenhall property)
Saratoga Springs, Utah
OVERALL SITE PLAN

5-16-13 | PLOT DATE
PROJECT NUMBER
BMAS-Sugar Plums (Mendenhall)
DRAWING FILE

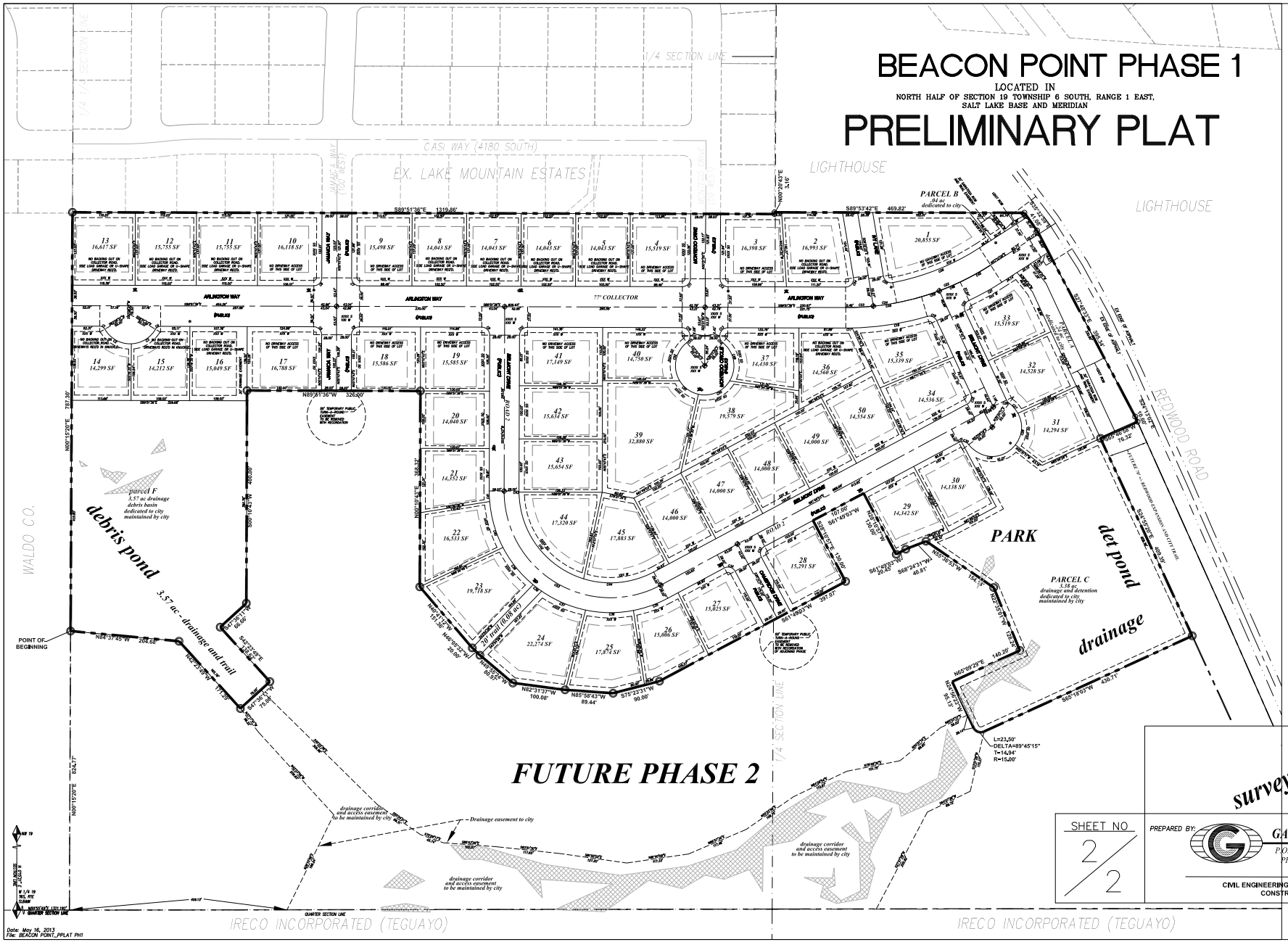
SARATOGA CITY

SHEET NO. 4

BEACON POINT PHASE 1

LOCATED IN
NORTH HALF OF SECTION 19 TOWNSHIP 6 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT



80 0 80 160
SCALE IN FEET
1"=80' (24"x36" SIZE ONLY)

LEGEND

- PHASE BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- REBAR AND CAP TO BE SET
- NEW FIRE HYDRANT
- NEW STREETLIGHT
- EXISTING FIRE HYDRANT
- EXISTING STREETLIGHT
- 30% and GREATER SLOPES
- C156 CURVE (SEE CURVE TABLE)
- L6 LINE (SEE LINE TABLE)
- 3165 S 490 W MONUMENT

SEE SHEET 1 FOR CURVE AND LINE TABLES

surveyor logo here

SHEET NO 2/2

PREPARED BY:
GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

Date: May 16, 2013
File: BEACON POINT_PPLAT PH1

BEACON POINT
MASTER DEVELOPMENT AGREEMENT

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

RECITALS:

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

WHEREAS, the Property is currently zoned R-2. Developer wishes to develop the project know as Beacon Point, which will consist of 163 single family homes on 63.64 acres with lot sizes ranging from 8,000 square feet to 18,843 square feet ("Project"). Currently, the proposed Project does not meet the R-2 Zone requirements and therefore would not be allowed in the R-2 Zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the R-5 Zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

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

WHEREAS, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

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

WHEREAS, on January 23, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, this Agreement, and a Concept Plan and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the Concept Plan, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, number of units Developer may be able to build, major roads, required open spaces and trails, drainages, and power line corridors; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 29 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the zoning classification on the Property shall be the R-5 zone. Land uses allowed pursuant to such

zoning designation shall be governed by Title 19 of the City Code as constituted on the effective date of this Agreement, except to the extent this Agreement is more restrictive.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Project except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map), Section 19.04.15 (Low Density Residential (R-5)), the City's engineering standards and specifications, and the project plan approval processes therein.

5. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop under the Low Density R-5 Zone if the requirements of that zone are met. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Concept Plan and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the R-5 Zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the Exhibits attached to this Agreement.

6. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

7. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City

standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City.

8. Water Infrastructure, Dedications, and Fees.

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

b. Water Facilities for Development. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

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

9. Sewer, Storm Drainage, and Roads.

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

b. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City

regulations and the requirements of any applicable special service district.

10. Open Space Improvements.

a. Developer shall be responsible for the installation of and, in some cases, dedication to City of open space improvements (including parks) in the general location as shown in Exhibit __ at the time of plat recordation. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall primarily be based on the Concept Plan herein but may be adjusted in accordance with current City regulations and applicable law. However, City and Developer may not adjust the percentage of required open space as shown on the Concept Plan.

b. Developer and City acknowledge that the amount of open space shown in the Concept Plan exceeds the requirements of the R-5 zone. However, Developer expressly agrees to install and dedicate the excess open space as an express condition of the Zoning Request. Developer acknowledges that the required additional open space is a material condition of this Agreement and a material part of the consideration of this Agreement. Developer shall install and dedicate the open space improvements in proportion to the number of dwellings intended to be developed during any stage of construction. A Phasing Plan, including size and order of each phase, funding mechanism, and responsible parties, shall be approved by the City Council concurrently with the preliminary and final plat approvals. Separate phases may exceed the overall density of the zone only if the approved overall plan does not exceed the maximum allowable density of the zone.

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

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

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent

to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

12. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements, which shall occur concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies.

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

14. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property. In such a case, each developer shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a developer is unsuccessful at securing other developers' cooperation after reasonable efforts, the developer shall be eligible for a reimbursement or payback agreement with the City in accordance with City regulations and as approved by the City in writing.

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

the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

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

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

18. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Zoning Request and Developer is ready to proceed with preliminary plat or site plan submittal and approval, Developer shall submit preliminary plat applications for all or a portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section 18 as "Plans") for the portion of the Property being developed.

    a. In particular, such Plans shall meet the following requirements:

        i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project will be of high quality design (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
        ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
        iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and
        iv. comply with all City codes, ordinances, regulations, and standards; and

    b. Developer shall:

        i. comply with the conditions of approval of this Agreement, Concept Plan, and the Zoning Request as set forth in Exhibits A through ___;
        ii. comply with all City codes, ordinances, regulations, specifications, and

standards;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the project will be a high quality development that will be designed in a manner to minimize adverse impacts to the neighborhood and conforms with City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the project all at one time or in phases as allowed in City regulations.

f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer determines necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent

with the standards for approval set forth herein.

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

20. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-5 zone, the City's Land Development Code, and City regulations.

21. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 24 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the R-2 zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

22. Successors and Assigns.

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

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 22.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

23. Default.

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

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

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 23.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond

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

c. Breach of Agreement. Upon Default as set forth in subsections 23.a. and 23.b. above, City may declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-3 with no PUD Overlay. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

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

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

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

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

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

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

d. Exhibit "D" Concept Plan

e. Exhibit "E" Covenants, Conditions, and Restrictions

27. General Terms and Conditions.

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

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof.

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

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

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

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

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its

reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

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

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

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

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer: _____

To the City: City Manager
City of Saratoga Springs

1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

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

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

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

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

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

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 24 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

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

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

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

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

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

_____ By:_____

City Recorder Mayor

DEVELOPER:

By: _____

Its:_____

State of Utah
County of _____

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

_____
Notary Public

Exhibit Summary

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

Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

Exhibit "B"

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

Exhibit "C"

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

Exhibit "D"

Concept Plan

Exhibit "E"
Special Conditions

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans and final plats for the Project shall note these conditions on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition except as otherwise provided in the Special Conditions below.

A. No more than ___ dwelling units may be constructed in the Project as shown on the preliminary project plans as submitted and approved by the City Council, which approvals are set forth in Exhibits B through C of the within Agreement, subject to preliminary and final plat approval by the City Council.

B. Developer shall prepare a design standards manual which provides coordinated and detailed design standards for construction and improvement of roadways, buildings, parking areas, landscaping, signage, and lighting within the Project as provided in Chapter 19 of the City code and in City ordinances, standards, and regulations. The following shall be a part of the design standards manual:

   i. ????

C. Developer shall be required to pay a water hook-up fee and may not transfer water rights to City for the Project.

D. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

   i. establish a property owners association for the Project;

   ii. require the property owners associations to manage common areas within the Project, including the collection of necessary management fees;

   iii. limit occupancy in the Project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;

iv. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the Project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in Chapter 19.09 of the City's Land Development Code;

v. prohibit parking of recreational vehicles within the Project;

vi. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the Project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the Property, including any dwelling unit within the Project;

vii. require adoption of an enforcement policy that:

a. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and

b. has penalties for non-compliance; and

viii. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall accomplished as provided in Paragraph 16 thereof.

E. The special conditions set forth in Paragraph D shall run with the land and shall survive the within Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph D shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council as provided in Section 16 of the within Agreement.

F. Conditions iii, iv, and v in Special Condition No. D above shall be included on each recorded plat for Property, including but not limited to any condominium plat.

G. Developer agrees that any property located within the Project which is acquired by Developer subsequent to execution of this Agreement shall be subject to the within Development Agreement. Developer shall take any action necessary, including amendment of this Agreement, to assure such property is subject to this Agreement.

H. Addresses shall be included on the front and rear elevations of the units to aid in locating units for emergency response personnel.

I. **Any other conditions????**

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Public hearing Rezone and Concept Plan for Beacon Point located at approximately 4400 South 100 West, Paul Watson, applicant.

Scott Langford presented the rezone and concept plan for Beacon Point. He touched on the phasing plan, infrastructure as well, driveway impacts which include private driveways. Staff has included findings and conditions listed in the staff report dated January 23, 2014.

Josh Romney, applicant the purpose for the rezone was due to the cost associated with the off-site improvements. We felt that a R-5 zone would be the best transition for the development along with the surrounding properties.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Jarred Henline appreciates the applicant considering the driveways along the proposed collector road. He is pleased with the rezoning as well.

Kara North appreciates the applicant changing the plans to accommodate the requests of the driveway and feels that this plan is more affective. She is pleased with the proposed development.

Kirk Wilkins stated that all his questions have been answered.

Eric Reese all of his concerns have been addressed as well.

Hayden Williamson finds that the buffer is a good thing and is fine with the proposed plan.

Sandra Steele would like staff and the Planning Commission to consider eliminating the R-2 zone within the City. She has mixed emotions with this proposed plan. She like that the applicant has included a shared driveway which provide safer access onto the collector street. Sandra asked if the sewer and water will be a big expense to this project. Josh Romney, applicant stated that it would be.

Sandra asked if an R-3 zone could be considered if septic tank were an option. Josh Romney stated that they have reviewed that option of changing the density but found that to not be suitable for the area.

Jeff Cochran asked if development agreement at this time would be best for this particular project. Kevin Thurman stated that it's too premature to approve a development agreement at this time. He recommended that the agreement be reviewed further into the projects process.

Kara North stated that she would recommend a development agreement be brought forward for the Planning Commission to review. Kevin Thurman stated that a positive feedback would grant the rezone and protect the City as well if a development agreement was prepared.

A majority of the Planning Commission would like to see a development agreement prepared for the rezoning of this development.

Motion was made by Kara North and seconded by Hayden Williamson to forward a positive recommendation to the City Council for the Rezone for Beacon Point located at approximately 4400 South 100 West, Paul Watson, applicant based on the findings and conditions listed in the staff report dated January 23, 2014. Rezoning the property from R-2, Low Density Residential to R-5, Low Density Residential and that staff prepare a development agreement for the rezoning of the property. Aye: Kara North, Hayden Williamson, Jarred Henline, Kirk Wilkins, Eric Reese, Sandra Steele and Jeff Cochran. Motion was unanimous.

ORDINANCE NO. 14-4 (2-18-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS CITY'S OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY; INSTRUCTION THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONNG RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE. (Beacon Point)

WHEREAS, the Saratoga Springs Planning Commission and City Council have reviewed the application for the rezoning of real property within the City limits; and

WHEREAS, the Saratoga Springs Planning Commission and City Council have conducted the required public hearings on the proposed rezoning.

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

SECTION I – ENACTMENT

The amendments to the City's Zoning Map attached hereto as Exhibit A and incorporated herein by this reference are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 18th day of February, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Jim Miller	_____
Bud Poduska	_____

City Council
Staff Report

Concept Plan
Premium Oil
February 18, 2014
Concept Plan Review

Report Date:	February 13, 2014
Applicant:	RBD Construction, Verl Wagstaff
Owner:	Premium Oil Co.
Location:	Approximately 2114 North Hillcrest Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	A portion of parcel 580230219, approximately 1.49 acres
Parcel Zoning:	Regional Commercial (RC)
Adjacent Zoning:	Regional Commercial (RC)
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Abutting property is undeveloped
Previous Approvals:	N/A
Previous Meetings:	Harvest Point Commercial Preliminary Plat: Reviewed by PC 1-9-14, Public hearing with PC 1-23-14, Scheduled for CC on 2-13-14
Land Use Authority:	Concept Plan is an informal review
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a review of the Premium Oil Convenience Store Concept Plan. This project is being proposed on future Lot 3 of the Harvest Point Commercial Subdivision, which is currently under review. The property within the concept plan consists of approximately 1.49 acres in the RC zone and a convenience store is being proposed.

Recommendation:

Staff recommends that the City Council discuss the proposed Concept Plan and provide the applicant with recommendations.

B. Process: Section 19.13.04. 6. Outlines the process for Concept Plans and states:

Concept Plan Process.

1. A Concept Plan application shall be submitted before the filing of an application for subdivision or Site Plan approval unless the subdivision was part of a previous Concept Plan application and the application does not significantly deviate from the previous Concept Plan.
2. The Concept Plan review involves an informal conference with the developer and the City's Development Review Committee and an informal review of the plan by the Planning

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

Commission and City Council. The developer shall receive comments from the Development Review Committee, Planning Commission, and City Council to guide the developer in the preparation of subsequent applications.

i. The Development Review Committee, Planning Commission, and City Council shall not take any action on the Concept Plan review.
ii. The Development Review Committee, Planning Commission, and City Council comments shall not be binding, but shall only be used for information in the preparation of the development permit application.

C. Community Review: The Concept Plan review is not a public hearing and does not require notices to be published or mailed.

D. Review: The Concept Plan (Exhibit 3) includes a proposed convenience store and accessory tenant space, totaling 4,560 square feet and a car wash. The Concept Plan reflects comments that were given to the applicant by the Development Review Committee (DRC) prior to scheduling this plan for review by the Planning Commission and City Council. The access locations have been reviewed and conceptually approved by the City Engineer. The access from Redwood Road will require approval from UDOT. The site includes a location for interconnection to adjacent sites and pedestrian connection through and around the site.

Additional review comments are provided for discussion below:

Parking:
In July of 2013 the parking requirement for many uses was doubled and the requirement for convenience stores, convenience store/fast food combination and car washes was increased from 1 per 200 square feet of floor area to 2 per 200 square feet of floor area. Chapter 19.09 currently requires 59 parking stalls for 5,870 square feet. The proposed concept plan displays 26 parking stalls. Staff recommends that the Commission and Council discuss the current requirement as it relates to the proposed site and provide staff and the applicant with further direction.

Setbacks:
The applicant is requesting a 10 foot rear setback. Section 19.04.22 (5)(b)(iii) states the rear setback shall be "Twenty feet for all uses except where a rear yard is located adjacent to a residential or agricultural zone. In those cases, the rear yard shall be increased to thirty feet. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of forty feet. **The City Council may reduce the rear setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property.**"

The applicant has stated that in exchange for the reduced setback that they are willing to increase the plantings along the car wash during the site plan application and review process. Staff recommends that the Commission and Council discuss this request and provide the applicant with further direction. To aid in the discussion pros and cons for each option are outlined below.

20' Rear setback pros and cons: The benefit to 20 feet of landscaping behind the building is that the distance along with landscaping will aid in buffering the future development to the south from the car wash. The disadvantage is that the landscaping is located behind the building where it is least visible to those that use the subject site.

10' Rear setback pros and cons: The advantage that comes with reducing the setback to 10' is that additional trees and shrubs can then be required to aid in buffering the car wash. The disadvantage is that the car wash will be closer to the neighboring lot.

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

Landscaping:
The applicant is requesting that the landscaped yard area adjacent to Hillcrest Road be 15 feet wide.

Section 19.04.22(9)(b)(i) states "required front yard areas, and other yard areas facing a public street, shall have a landscaped area of not less than twenty feet (or as reduced in subsection 5.b. above) as approved through the Site Plan review process." Subsection 5.b. states "The City Council may reduce the side setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property."

Staff recommends that the Commission and Council discuss this request and provide the applicant with further direction. To aid in the discussion pros and cons for each option are outlined below.

20' yard area landscaping pros and cons: The benefit to 20 feet of landscaping adjacent to the public right-of-way is that landscaping aids in beautification. The disadvantage is that the hard surface area within the site will be reduced, causing drive lanes around the gas canopy to be narrower.

15' yard area landscaping pros and cons: The benefit of reducing the yard area adjacent to Hillcrest Drive is that this leaves more room within the site for maneuvering vehicles. The disadvantage is that the landscaped area that is adjacent to the public right-of-way will be smaller. However, the public right-of-way also includes an 8' wide park strip.

Planning Commission Review:
The Planning Commission reviewed the proposed concept plan on January 23, 2014. The majority of the Commissioners did not support the reduced setbacks, although some preferred the reduced setbacks as it allows for better maneuverability within the site. Some Commissioners suggested that this may not be the best site for the proposal. The Commissioners generally supported revisiting the parking requirements for this particular use and stated that the current code requirement is too much. Draft minutes from that meeting are attached and summarized on page 5 of this report.

E. General Plan: The Land Use Map of the General Plan designates this property for Regional Commercial uses. The Land Use Element of the General Plan states "Regional Commercial areas shall be characterized by a variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. Developments located in Regional Commercial areas shall be designed so as to create efficient, functional conglomerations of commercial activities."

Staff Conclusion: complies. The site and nearby properties are currently zoned RC and are undeveloped. The proposed access from Redwood Road will provide excellent vehicular access from major transportation facilities. The nearest convenience store is at the intersection of Redwood Road. The proposed location and proposed cross access to the south will contribute to functional conglomerations of commercial activities by providing a gas station in the northern part of the City with two access points and cross access to future development. The surrounding uses will be reviewed once applications for the abutting lots are submitted to the City.

F. Code Criteria: The requirements for the RC zone are outlined in Section 19.04.22. The parking requirements are in Chapter 19.09. An outline of the requirements is provided below.

<u>Section 19.04.22</u>
Permitted or Conditional Use: complies. The proposed uses are either permitted or conditional uses within the RC zone. "Convenience store" is a permitted use in the RC zone. The proposed tenant space may be used for a fast food restaurant. "Convenience store/fast food combination" is a conditional use in the RC zone. "Car wash (self-serve)" and "Car Wash (full-service)" is a conditional use in the RC zone. A conditional use application will be required along with the Site Plan application for conditional uses.

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

Minimum Lot Size: complies. 20,000 square feet minimum is required in the RC zone. The proposed lot is 64,828 square feet.

Setbacks Requirements: Up for discussion.

Front: complies. Not less than twenty feet is required. *The plans indicate 132'+ for the front setback*

Sides: up for discussion. Twenty feet is required when adjacent to RC zones. The City Council may reduce the side setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. *The applicant is requesting that the landscaping be 15' wide along the west side property line.*

Rear: up for discussion. Twenty feet is required when adjacent to RC zones. The City Council may reduce the rear setback to ten feet if in its judgment the reduction provides a more attractive and efficient use of the property. *The applicant is requesting a 10' rear setback.*

Structure Height: Reviewed with Site Plan application. No structure in this zone shall be taller than 50 feet. *This will be verified during the Site Plan Review as building elevations are not required with the concept plan application.*

Maximum Lot Coverage: complies. The maximum lot coverage in this zone is fifty percent. The proposed site is 64,828 square feet. *The proposed building and canopy coverage is a total of is 10,750 square feet, which is 16.58% of the site.*

Minimum Building Size: complies. Individual structures within this zone shall be a minimum of 1,000 square feet above grade. *The proposed building, including the car wash, is 5,870 square feet.*

Development Standards: Reviewed with Site Plan application. The development standards include requirements for architectural review and landscape plan review. *These items are not required with the Concept Plan application and will be reviewed once a Site Plan application is received. However, the 15 foot landscape area along the west property line does not comply with Section 19.04.22(9)(b)(i) as outlined in section D of this report.*

Uses Within Buildings: complies. This section requires all uses to be conducted entirely within an enclosed building except for those deemed by the City Council to be customarily and appropriately conducted outside such as automobile refueling stations and gas pumps.

Trash storage: Reviewed with Site Plan application. Section 19.14.04 requires trash storage areas to be comparable with the proposed building and surrounding structures. *This will be reviewed with the site plan application as this information is not required for concept plan review.*

Buffering/Screening Requirements: Reviewed with Site Plan application. This section requires fencing or landscaping to buffer uses in the RC zone that abut Agricultural or residential uses. *There are not any abutting agricultural or residential uses.* This section also requires a minimum number of both deciduous and evergreen trees. *Landscape requirements will be reviewed with the site plan application as this information is not required for concept plan review.*

Landscaping Requirements: complies. Twenty percent of the total project area is required to be landscaped and that all sensitive lands shall be protected. *The plans indicate 26% of the site will be landscaped and there are not any sensitive lands within the project area.*

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

Sensitive Lands: complies. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development. *This site does not have any sensitive lands.*

Parking: does not comply. Chapter 19.09 requires two stalls per every 200 square feet of building area resulting in a requirement for 49 stalls. The plan indicates 26 stalls and does not meet this requirement.

Off-street Truck Loading Space: complies. Section 19.14.03(3)(d) states "Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets or alleys." *The asphalt area within the site eliminates the need for delivery vehicles to use the public or private street while standing, loading, or unloading of the vehicles.*

G. Recommendation and Alternatives:

Staff recommends that the City Council discuss the proposed Concept Plan and provide recommendations for the applicant. Staff suggests the recommendations below. The Planning Commission recommendations are also summarized below.

Staff Recommendations:

1. That all requirements of the City Engineer shall be met, including those in the attached staff report.
2. That all requirements of the Fire Chief shall be met.

Planning Commission recommendations:

Sandra Steele:

- Does not support the 10' rear yard setback
- The code requires screening of mechanical equipment; the car wash equipment will be visible from Redwood Road and Hillcrest, recommends a screen wall
- The food establishment will bring traffic and possibly parking issues; we need more parking than what is shown

Eric Reese:

- Referenced section E-1 of the Design Guidelines, the entrance should face the main road
- He's not sure this is the right design for this lot

Kirk Wilkins:

- The gas station at SR73 and Redwood Road has 26 stalls; with a tenant more stalls would be needed
- Does not support the proximity of the car wash to Lot 1 because of the noise that will be generated by the car wash
- Maneuvering a vehicle pulling a trailer would be difficult on this site; perhaps this is not the right site if the requirements cannot be met
- Northbound traffic may not be able to access the site if a median is installed

Kara North:

- She is perplexed about the rear setback and the landscaping requirements and worried that these requirements will reduce maneuverability within the site.
- She doesn't consider parking to be in issue if a Subway is located here because there are already two Subway's in the City and there will not be an overwhelming draw.
- She's never seen the Chevron have all of their stalls full; 59 is too many.

Jarred Henline:

- The code says we can reduce the setbacks if we find it to be more attractive, so we are not going against the code if we approve it; the question is whether it is more attractive and a car wash doesn't make it more attractive
- Suggested removing the car wash to make the site more efficient
- 26 stalls is enough stalls

Jeff Cochran:

- 59 stalls is not reasonable; half of that would be appropriate; 29-30 stalls is not unreasonable if there is a fast food restaurant
- Agrees with Commissioner Henline's comments about the rear setback
- Concerned about the impact the car wash will have on Lot 1.

I. Exhibits:

1. City Engineer's Staff Report
2. Location Map
3. Draft Planning Commission Minutes, 1-23-14
4. Concept Plan

Sarah Carroll, Senior Planner
scarroll@saratogaspringscity.com
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x106 • 801-766-9794 fax

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Premium Oil
Date: January 23, 2014
Type of Item: Concept Plan Review

CITY OF
SARATOGA SPRINGS

Description:

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

B. Background:

Applicant:	*RBD Construction, Verl Wagstaff*
Request:	*Concept Plan*
Location:	*2114 North Hillcrest Road*
Acreage:	*Approximately 1.49*

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

D. Proposed Items for Consideration:

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

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

3) Incorporate a grading and drainage design that protects lots and future buildings from upland flows.

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

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

6) All review comments and redlines provided by the City Engineer are to be

complied with and implemented into the construction drawings.

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

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

9) Project must meet the City Ordinance for Storm Water release and all UPDES and NPDES project construction requirements. The requirement for detention on this site shall be determined by the design of the Harvest Point Commercial Plat storm drain system.

10) The access road along the north side of this lot connecting Redwood Road and Hillcrest Road shall be built to City Standards including sidewalks on both sides. This access requires a UDOT permit and ingress/egress designs shall meet all City and UDOT standards.

11) Project shall comply with all City lighting standards; shoebox style lights are not permitted.

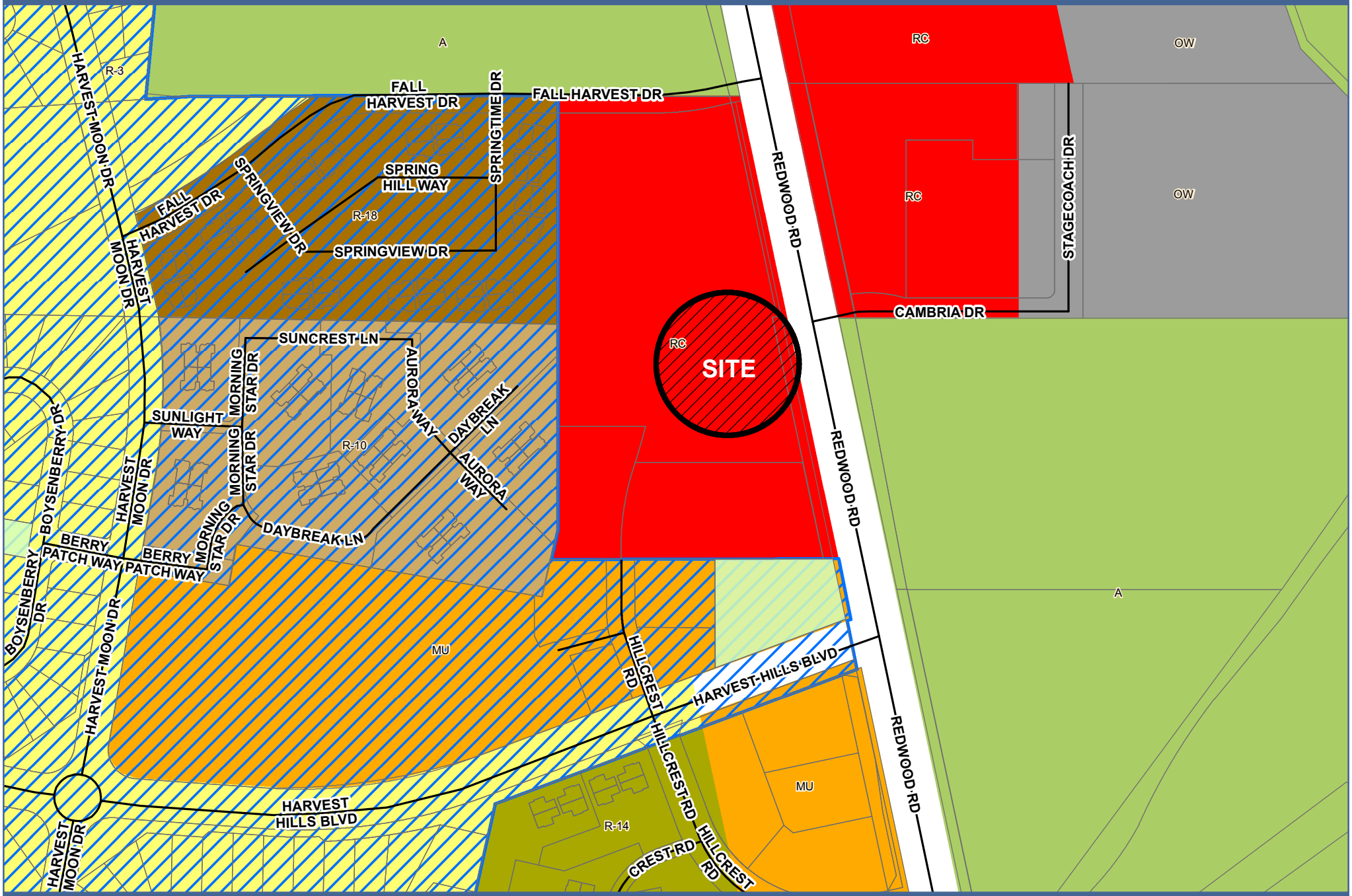
12) Primary and accessory buildings shall meet Land Development code setback requirements.

13) Trash enclosure shall be located in an accessible area.

14) Developer shall provide cross access easements with all adjacent lots.

15) Developer shall provide adequate pedestrian access from adjacent sidewalks to the building.

Location Map



Premium Oil Convenience Store Concept Plan

0 110 220 440 Feet

Planning Commission Meeting

Thursday, January 23, 2014
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

DRAFT MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Sandra Steele, Eric Reese, Jarred Henline, Kara North, Hayden Williamson and Kirk Wilkins
Absent Members:
Staff: Lori Yates, Kimber Gabryszak, Scott Langford, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Ken Berg, Carolyn Krejci, Jan Nau, Paul Watson, Matt Brown, Rob Money, Josh Romney

Concept Plan for Premium Oil Convenience Store located at approximately 2114 North Redwood Road, RBD Construction, applicant.

Sarah Carroll presented the Concept plan for Premium Oil convenience store. They are requesting a reduction to the rear setbacks, 15 feet of landscaping instead of 20 feet. The parking requirements have doubled requiring 59 parking stalls. She asked the Planning Commission to provide their thoughts regarding the additional parking stalls.

Robert Money, Architect indicated that the landscaping requirements are being shown as 10 feet instead of 20 feet. He is willing to provide landscaping in other areas of the project. The setbacks for the front are 30 feet and he would be willing to provide setbacks to the east side as well. The landscaping setbacks on the north side are 5 feet. Robert felt that the required parking stalls are rather high and feels that 59 stalls are unnecessary.

Sandra Steele was not in favor of the rear setback reduction and the change to the landscaping. She feels that some type of screened wall should be put in place to buffer the proposed carwash. The additional parking stalls will be needed since there will be a restaurant located in the building. She asked that the applicant comply with the City standards for the setbacks, landscaping and the parking stalls.

Eric Reese agreed with Sandra Steele's comments on screening the car wash. He isn't sure that the design of this plat fits the area.

Kirk Wilkins feels that extra parking is necessary if a food establishment is placed in the gas station but not 59. The rear setbacks near the car wash are of concern; it could be rather noisy for the tenant who builds on Lot 1. He would like to see that the landscaping setbacks stay as required by Code.

Kara North is concerned with the proposed landscaping and setbacks. Movability within the business might become a problem if the setbacks are increased. She feels that 26 parking stalls is sufficient and feels that additional stalls are unnecessary.

Jarred Henline stated that according to the Code it reads that there is flexibility with setbacks and since this allows for that he feels that this would be a more efficient use of the lot. He would like to see that the car wash is removed from the plans; this doesn't fit what is being proposed. The additional parking stalls are unnecessary and feels that 26 stalls would be sufficient.

Jeff Cochran feels that the additional parking stalls are not reasonable. Twenty-nine parking stalls would be appropriate. He doesn't agree with the proposed rear setbacks, this would create a tighter lot space. The proposed landscaping is fine as well. The entrance into the development does bring some concerns.

Kirk Wilkins suggested the car wash be put in the place of the tenant. Robert Money, applicant stated that this is a great idea but not sure how it may work on this particular lot with the stacking,

Robert Money would consider removing the centered landscaped island to allow for additional lot space.

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Amendment to Section 8.01.03 of the City Code – Water requirements
Date: February 10, 2014
Type of Item: Ordinance 14-5 adopting amendments to Section 8.01.03 of the City Code
Description:

A. Topic:

This item is for an ordinance approving amendments to Section 8.01.03 of the City Code. This section of code deals with the requirements for water for new development.

B. Background:

In 2012 the City hired Hansen, Allen and Luce (HAL) to prepare an impact fee facilities plan for the culinary and secondary water systems. As part of this process, HAL analyzed the level of service provided by the City's culinary and secondary water system to establish adequate parameters for the sizing of the City's infrastructure and for water right requirements. HAL recommended the following changes to the City's current code to match the LOS provided for in the Impact Fee Facilities Plan:

- Amend the water rights required per dwelling unit or Equivalent Residential Connection (ERC) from 0.5 acre-feet to 0.45 acre-feet to match the requirements established by the Utah State Administrative Code R309-510.

- Amend the estimated percentage of irrigated acreage in lots from 90% to 64% of land being developed into lots. This recommendation is based on an analysis of existing lots in Saratoga Springs as determined from aerial photography.

- Amend the water rights required per irrigable acre from 2.0 to 3.13 acre-feet. This change, when used with the previous amendment to calculate irrigable acreage at 64% of the lot, would provide a water right requirement of about 0.5 acre-feet/year for a typical ¼ acre lot. Given HAL's analysis that the City uses on average they do not recommend reducing the volume of water currently required for lots.

C. Analysis:

The proposed changes to the culinary water requirements represent a 10% reduction and would match our standards to those in the Utah State Administrative Code. In reviewing the City's culinary water use data, this change is reasonable.

The proposed changes to the secondary water requirements represents about an 11% increase for residential lots but would still be less water than a typical resident is currently using. It is not recommended to increase the level of service up to the current estimated level of usage, 4.46 acre-feet/yr per irrigable acre, as this could promote continued waste and would increase the cost of the Secondary Water System.

D. Recommendation:

I recommend that the City Council approve Ordinance # 14-5 amending Section 8.01.03 of the City Code

EXHIBIT A

Code Amendments

* * * * *

8.01.03. All New Developments to Receive Culinary Water Service from City Water System; Providing Water Rights and Facilities for Annexation and Development Applications.

1. All property developed within the corporate limits of the City after the adoption of this ordinance shall receive its culinary water service from the City Water System.

2. All property annexed to the City and all property already within the boundaries of the City for which the owner initiates an application for development approval or subdivision or site plan approval shall provide to the City—for the City Water System—the water rights and culinary water source, necessary treatment facilities and storage capacity ("waterworks"), and culinary water and secondary water or pressurized irrigation transmission and distribution system capacity ("distribution systems") sufficient to satisfy the existing and future uses and occupants to be supplied by the City Water System in accordance with the City of Saratoga Springs Design Standards and Public Improvement Specifications. The Design Standards and Public Improvement Specifications shall require water rights, water sources, and waterworks capacity sufficient to meet the municipal needs that will, in part, be created by the development of the property being annexed or developed in addition to the specific needs of the property being developed or to be developed.

3. For each parcel of property proposed for development under the prevailing zoning ordinance of the City, the owner shall be required to secure water rights in the following quantities to the City of Saratoga Springs:

   a. For each net irrigable acre, or portion thereof, irrigation water rights in an equivalent amount of 3.13 acre-feet shall be donated to, or secured from the City, at or prior to the time of recording of said parcel with the Utah County Recorder. For the purposes of this ordinance, a "net irrigable acre" is defined as the total square footage of land remaining within a specific lot or plat after deleting 65 % of the area dedicated for rights-of-way, 46 % of the area of the lots, and 90% of the area dedicated for open space.

   b. For each parcel of property proposed for development under the prevailing zoning ordinances in the City, where the net irrigable acreage can be determined from landscaping plans, the net irrigable acreage shall be defined as the total square footage of land remaining after deleing all impervious surfaces such as pavement, buildings, and sidewalks.

Deleted: transfer

Formatted: No bullets or numbering, Tab stops: Not at 0.5"

Deleted: one-half of a

Deleted: to

Deleted: one acre

Deleted: foot

Deleted: to

Deleted: r

Deleted: ,

Deleted: percent

Deleted: s

Deleted: oadway easements

Deleted: and

Deleted: ten

Deleted: percent

Deleted: square footage

Formatted: Indent: Left: 1", No bullets or numbering, Tab stops: Not at 1"

Formatted: Tab stops: Not at 0.75"

Deleted: <#>In cases where the City allows culinary water connections to be purchased in order to meet the adopted secondary water requirements, the required number of water connections per net irrigable acre that must be purchased shall be seven.¶

(Ord. 11-9; Ord. 08-16)

c. For each residential unit to be constructed under the prevailing zoning ordinance of the City within any development, water rights in an amount equal to 0.45 acre-feet of culinary water shall be donated to or secured from the City at or prior to the time of recording of said parcel with the Utah County Recorder.

d. For commercial, institutional, industrial, or other proposed uses of non-residential development, water shares in an amount equal to 0.45 acre-feet of culinary water shall be donated to or secured from the City according to Subsections (3)(a) and (3)(b) for each equivalent residential connection ("ERC") or portion thereof rounding up to the nearest whole number. For the purposes of this ordinance, an ERC shall be defined as the equivalent of 40 water supply fixture units ("WSFU") based on a fixture count that shall be performed at the issuance of the Building Permit. The fixture count shall be based on the International Plumbing Code ("IPC") issued by the International Code Council.

4. For each parcel of property proposed for development under the prevailing zoning ordinance of the City, where the City Engineer has determined that there is empirical data to indicate that the proposed development may require water usage above or below that required in (3)(a)–(3)(d) above, the owner shall be required to transfer water rights in quantities determined by the City Engineer based on such empirical data.

5. The conveyance of such water rights, water sources, waterworks—including the land on which the waterworks are located—and distribution systems to the City for the City Water System, or arrangement for the future completion and conveyance to the City as accepted by the City in writing, shall be a condition precedent to annexation or development approval.

6. Where an annexation contains property which is being annexed without the consent of the owner, the City may elect to not require the conveyance of water rights, water sources, waterworks, and distribution systems at the time of annexation as long as the annexation resolution or ordinance annexing the property specifically identifies such parcels and provides that the City will require the conveyance of water rights, water sources, waterworks, and distribution systems prior to any approval for the development of those parcels.

7. Prior to acceptance of water rights, the City shall evaluate the rights proposed for conveyance and may refuse to accept any right that it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City or has not been approved for diversion from City-owned waterworks by the State Engineer.
   a. In determining the quantity of water available under the water right requirements, the City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the State Engineer.

Formatted: Tab stops: Not at 1"
Deleted: to
Deleted: an equivalent of one-half
Deleted:
Deleted: oo
Deleted: r
Deleted: a
Deleted: with
Deleted: residential
Deleted: units
Deleted:
Deleted: for such commercial, industrial, or similar use being defined by
Deleted: State and
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, 12 pt
Deleted: ,
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: No bullets or numbering, Tab stops: Not at 1"
Deleted: City regulations.
Deleted: ¶
Deleted: unique circumstances exis
Deleted: t which
Deleted: and beyond
Deleted: c

b. The City will require an approval of the change of use or change of point of diversion, as applicable, from the State Engineer in order to quantify and verify the water rights.

c. Prior to acceptance of water sources, water works, distribution systems, and associated property and easements, the City shall be satisfied as to the title to all associated property and easements, may require title insurance or other evidence of title, and shall inspect the water sources, waterworks, and distribution systems to assure that the same have been constructed in accordance with the Engineering Standard Technical Specifications and Drawings and are in good working order.

d. Such acceptance shall only be official upon writing notification from the City.

8. The City may assist in the development of water sources, waterworks, and distribution systems for the City Water System of a size and on a scale that will maximize the available water supplies and take advantage of economies of scale.

   a. The City may use resources it has available to the City or it may use its bonding ability to help finance the same, including, where appropriate, the formation of special improvement districts or other appropriate entities; provided, however, that to the extent that the City pays for the development of water sources, waterworks, or distribution capacity, it shall not provide the same to any party without compensation for the same at least equal to the reimbursement of the costs incurred by the City.

   b. Where property owners are required to advance the costs for development of water sources, waterworks, and distribution systems for the City Water System, the City may acquire the same from the developers by provisions for development credits to be used by the developer or sold to others or by any other appropriate means allowed by law.

   c. The City may acquire less than all of a water source, waterworks, or distribution system, provided that the City shall have control of the same and the revenues therefrom shall be divided proportionately to the interests of the parties.

(Ord. 11-9; Ord. 08-12, Ord. 98-0813-001, Ord. 98-0625-1942, Ord. 98-0112-1)

* * * * *

Deleted: application for

Deleted: with

Deleted: and

Deleted: Design

Deleted: s

Deleted: and Public Improvement Specifications

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Amendment to City's Culinary and Irrigation water rates
Date: February 18, 2014
Type of Item: Amendment to the Consolidated Fee Schedule

A. Topic:

This item is for a resolution approving amendments the City's consolidated fee schedule. These amendments are for the culinary and irrigation water rates.

B. Background:

In 2012, the City of Saratoga Springs hired Zion's Bank Public Finance to conduct a utility rate study to determine if the City's utility rates are sufficient to meet its current and future service delivery and infrastructure needs. On Tuesday, February 4, 2014 Zion's Bank Public Finance made a presentation to the City Council during the work session and recommended the following changes to the culinary and secondary water rates:

- Residential Minimum Monthly Charge (Single Unit) — $17.75
  (Includes 1st 3,000 gal.)
- Residential Minimum Monthly Charge (Master Metered) — $17.75 x # of Units Served
  (Includes 1st 3,000 gal. multiplied by # of Units Served)
- Residential Monthly Usage Rate (per 1,000 gal.)
  (For Master Metered systems multiply gal. by # of Units)
  - $2.40 for gal. 3,001 – 7,000
  - $3.25 for gal. 7,001 – 12,000
  - $4.00 for gal. 12,001 - ∞
- Non-residential Minimum Monthly Charge
  - ¾″ — $17.75
  - 1″ — $23.08
  - 1.5″ — $28.40
  - 2″ — $46.15
  - 3″ — $177.50
  - 4″ — $225.43
  - 6″ — $339.03
  - 8″ — $468.60
- Non-Residential Monthly Usage Rate (per 1,000 gal.) — $1.65
- Pressurized Irrigation (Secondary Water) monthly fee is $26.18/per ¼ acre.

C. Analysis:

Saratoga Springs continues to be one of the fastest growing cities in Utah and. based on the recommendations from Zion's Bank, the proposed rates are necessary in order for the City to meet the growing demands on the system while maintaining a high level of service to existing residents.

D. Recommendation:

I recommend that the City Council approve resolution 14-13 amending the City's Consolidated Fees schedule.

RESOLUTION R14-13 (2-18-14)

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE FOR THE CITY OF SARATOGA SPRINGS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the governing body of the City of Saratoga Springs is empowered pursuant to Utah law to adopt a resolution establishing fees and has previously established an equitable system of fees to cover certain costs of providing some municipal services; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted except for those fees and charges which are specifically amended or changed in this resolution; and

NOW, THEREFORE be it resolved by the City Council of the City of Saratoga Springs that the following fees and charges set forth in this resolution are hereby amended, enacted, and adopted:

1. Miscellaneous Fees:

A.	Certification of record.	$1.00/certification
B.	Postage:	Actual cost to City
C.	Other costs allowed by law:	Actual cost to City
D.	Miscellaneous copying:	$0.10/printed page (8 ½ X 11) $0.15/printed page (11 X 14) $0.20/printed page (11 X 17)
E.	Bound copy of Development Code	$25.00
F.	Standards & Specifications Manual	$50.00
G.	Bound copy of the Culinary Water Master Plan	$25.00
H.	Bound copy of the Secondary Water Master Plan	$25.00
I.	Bound copy of the Storm Drain Master Plan	$25.00
J.	Bound copy of the Sewer Master Plan	$25.00
K.	Bound copy of the Transportation Master Plan	$25.00
L.	Personnel Policies and Procedures Manual	$25.00
M.	City Maps	
	1. 24 x 36 Color Map	$20.00
	2. 18 x 24 Color Map	$15.00
	3. 11 x 17 Color Map	$5.00
N.	General Plan	$15.00
O.	Registering Sex Offender Registrants	$19.00

2. Building Inspections:

A.	Building Permits	100% of UBC schedule table 1-A, as shown below.

Total Valuation	
$1.00 - 500.00	$24.00
$501.00 – 2000.00	$24.00 for the first $500.00 plus $3.00 for each additional $100.00, or fraction thereof, to and including $2000.00.
$2001.00 – 40,000.00	$69.00 for the first $2000.00 plus $11.00 for each additional

	$1000.00, or fraction thereof, to and including $40,000.00.
$40,001.00 – 100,000.00	$487.00 for the first $40,000.00 plus $9.00 for each additional $1000.00, or fraction thereof, to and including $100,000.00.
$50,001.00 – 100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1000.00, or fraction thereof, to and including $100,000.00.
$100,001.00 – 500,000.00	$1,027.00 for the first $100,000.00 plus $7.00 for each additional $1000.00, or fraction thereof to and including $500,000.00.
$500,001.00 – 1,000,000.00	$3,827.00 for the first $500,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00
$1,000,001.00 – 5,000,000.00	$6,327.00 for the first $1,000,000.00 plus $3.00 for each additional $1000.00, or or fraction thereof, to and including $5,000,000.00.
$5,000,001.00 and up	$18,327.00 for the first $5,000,000.00 plus $1.00 for each additional $1000.00, or fraction thereof.

B. Escrow Bond Fees (these fees are collected for items that may not be able to be completed prior to final inspection due to weather conditions, will be refunded upon request by builder after completion of items):

1. Replacement of City Sidewalks:	100.00 per section
2. Final Grade:	$200.00 per lot
3. Remove Dirt Piles:	$500.00
4. Install Approach:	$500.00/2 car drive $750.00/3 car drive
5. Replacement of Curb and Gutter:	$50.00 per foot
6. Concrete Steps and Porches:	$5.00 per sq. ft.
7. Flat Work Concrete:	$2.00 per sq. ft.
8. Asphalt:	$2.00 per sq. ft.

C. Other Inspections and fees:

1. Demolition Fee, When required by the building official:	$25.00

2.	Plan Review Fees:	65% of the building permit fee.
3.	Inspections outside normal business Hours* [min. charge 2 hrs.]	$47.00
4.	Re-inspection fee per hour* [min. charge one hour]	$47.00
5.	Inspections for which no fee is specifically indicated: per hour* [min. charge one hour]	$47.00
6.	Additional plan reviews required by changes Additions or revisions to the plans: Per hour* [min. charge one hour]	$47.00
7.	For use of outside consultants for plan reviews, inspections or both.	Actual Costs**
8.	Permits not requiring a complete plan review:	25% of building permit fees
9.	A fee collected for the State of Utah for inspector training:	1% of permit fee.
10.	Basement Inspection Fee	$100.00+

*Or the total hourly cost to the jurisdiction, whichever is greatest.
This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.
**Actual cost includes administrative overhead costs.
+This fee covers the cost of future basement permit and inspection services if and when a homeowner decides to finish the basement portion of the home. That is, in the future, a homeowner can receive a permit and inspection related to finishing a basement at no charge.

D. Electrical Permit Fees:

1.	For the issuance of each Electrical Permit Fee:	$22.00
2.	For the issuance of each Supplemental Permit for which the original permit has not expired:	$6.50

NOTE: These fees are not applicable when an electrical permit is issued in conjunction with a building permit.

SYSTEM FEE SCHEDULE
[note: the following do not include permit issuing fees.]

1. New Residential Buildings

The following fees shall include the wiring and electrical equipment in or on each building, or other electrical equipment on the premises constructed at the same time.

For new multi family residential buildings [apartments and condominiums] having three or more living units not including the area of the garage, carports, or other noncommercial automobile storage areas constructed

at the same time; Per square foot:	$.045
For one and two family residential building not including garages, carports, and other minor accessory buildings constructed at the same time; Per square foot:	$.050
For all other types of residential occupancies and alterations, additions, and modifications to existing residential buildings;	use the UNIT FEE SCHEDULE.

2. Private Swimming Pools

For new private, residential, in-ground, swimming pools for single family and multi-family occupancies including the complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool, each pool:	$44.25
For other types of swimming pools, therapeutic whirlpools, spas, and alterations to the existing swimming pools;	use the UNIT FEE SCHEDULE.

3. Carnivals and Circuses

Carnivals, circuses, or other traveling shows or exhibitions utilizing transportation type rides, booths and attractions.

For electric generators and electrically driven rides; Each:	$22.00
For mechanically driven rides and walk-through attractions or displays having electric lighting; Each:	$6.50
For a system of area and booth lighting; Each:	$6.50
For permanently installed rides, booths, displays, and attractions;	use the UNIT FEE SCHEDULE.

4. Temporary Power Service

For each temporary power service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances; Each:	$22.00
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sale stands, fire work stands, etc.	

Each: $11.00

UNIT FEE SCHEDULE
[Note the following do not include permit fees]

1. Receptacles, Switches, Light Outlets.

For receptacle switches, lights, or other outlets at which current is controlled, Except services, feeders and meters:

First 20; each	$1.00
Additional Outlets; each	$0.65

NOTE: For multi outlet assemblies, each 5 feet or fraction thereof may be considered as one outlet.

2. Lighting Fixtures

For lighting fixtures and other lamp holding devices:

First 20; each	$1.00
Additional fixtures; each	$0.65

For pole or platform-mounted fixtures

Each	$1.00

For theatrical type lighting fixtures or assemblies;

Each	$1.00

3. Residential appliances

For fixed residential appliance or receptacle outlets for the same, including wall mounted electric ovens; counter mounted cooking tops; electric ranges; self-contained room, console, or through wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horse power [HP-746W] in rating; $4.25

NOTE: For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.

4. Nonresidential Appliances

For non-residential appliances and self-contained factory wired, non-residential appliances not exceeding one horse power [HP], kilowatt [KW], or kilovolt ampere [KVA], in rating including medical or dental devices; food, beverage, and ice cream, cabinets; illuminated show cases; drinking fountains; vending machines; or other similar types of equipment; each $4.25

5. Power Apparatus

For motor, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioning and heat pumps, cooking and baking equipment, and other apparatus, as follows:

Rating in horse power [HP], kilowatt [KW],
kilovolt-ampere [KVA], or kilovolt-Ampere-reactive [KVAR]:

Up to and including 1; each	$4.25
Over 1 and not over 10; each	$11.00
Over 10 and not over 50; each	$22.00
Over 50 and not over 100; each	$44.25
Over 100; each	$66.50

NOTES:

1. For equipment and appliances having over 1 motor, transformer, heater, etc. the combined ratings may be used.

2. These fees include switches, circuit breakers, contactors, thermostats, relays, and other directly related equipment.

6. Busways

For trolley and plug in type busways,
each 100 feet, or fraction thereof; $6.50

NOTE: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways.
A fee is not required for plug in type tools.

7. Signs, Outline lighting, and Marquees

For signs, outline lighting systems or marquees supplied from one branch circuit; Each	$22.00
For each branch circuit within the same sign, outline lighting system, or marquee; Each	$4.25

8. Services

For services of 600 volts or less and not over 200 amperes in rating; Each	$27.25
For service of 600 volts or less and over 200 amperes to 1000 amperes in rating; Each	$55.50
For services over 600 volts and 1000 amperes in rating; Each	$111.00

9. Miscellaneous apparatus, Conduits, and Conductors

For electrical apparatus, conduits, and
conductors for which a permit is required
but for which no fee is herein set forth; $16.25

NOTE: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.

OTHER INSPECTIONS AND FEES

1. Plan review fees 25 percent of

	[estimated fee may be required prior to review]	electrical permit fee
2.	Inspections outside of normal business hours per hour* [minimum charge two hours]	$47.00
3.	Reinspection fees assessed	$47.00
4.	Inspections for which no fee is specifically indicated: per hour* [minimum charge one half hour]	$47.00
5.	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review fee has been completed. per hour* [minimum charge one-half hour]:	$47.00
6.	Single family dwelling permit application deposit	$200.00
7.	Multifamily and Commercial permit application deposit	$500.00
8.	Release of Non-Compliance fee	$ 50.00
9.	A fee collected for the State of Utah for inspector training.	1% of permit fee

*Or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

E. MECHANICAL PERMIT FEES:

For issuing each permit:	$22.00
For issuing each supplemental permit.	$6.50

NOTE: These fees are not applicable when a mechanical permit is issued in conjunction with a building permit.

UNIT FEE SCHEDULE
[Note: The following do not include permit fee.]

1. Furnaces

For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000 Btu\h	$13.25
For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance over 100,000 Btu\h	$16.25
For the installation or relocation of each floor furnace, including vent	$13.25
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	$13.25

2. Appliance vents

For the installation, relocation, or replacement of each appliance vent installed and not included in the application permit:	$6.50

3. Repairs and Additions

For the repair of, alteration of, or addition to each hearing appliance, refrigeration unit, cooling unit, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical code:	$12.25

4. Boiler, Compressors and Absorption Systems:

For the installation, relocation of each boiler or compressor to and including three horse power, or each absorption system to and including 100,000 Btu\h [29.3kw]	$13.15
For the installation, relocation of each boiler or compressor over three horsepower [10.6kw] to and including 15 horsepower [52.7kw] or each absorption system over 100,000 Btu\h [29.3kw] to and including 500,000 Btu\h [146.6kw]	$24.25
For the installation or relocation of each boiler or compressor over 15 horsepower [52.7kw] to and including 30 horsepower [105.5kw] or absorption system over 500,000 Btu\h [146.6kw] to and including 1,000,000 Btu\h [293.1kw]	$33.25
For the installation or relocation of each boiler or compressor over 30 horsepower [105.5kw] to and including 50 horsepower [176.6kw], or absorption system over 100,000 Btu\h [293.1kw] to and including 1,750,000 Btu\h [512.9kw]	$49.50
For the installation or relocation of each boiler or compressor over 50 horsepower [176kw], or absorption system over 1,750,000 Btu\h [512.9kw]	$82.75

5. Air Handlers

For each air handling unit to and including 10,000 cubic feet per minute, Including ducts attached thereto:	$9.50

[Note: This fee does not apply to an air handling unit which is a portion of a factory- assemble appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical code.]

6. Evaporative Coolers

For each evaporative cooler other than portable type:	$9.50

7. Ventilation and Exhaust

For each ventilation for connected to a single duct;	$6.50
For each ventilation system which is not a portion of a heating or air-conditioning system authorized by a permit:	$9.50
For the installation of each hood which is served by a mechanical exhaust, including the duct for such hood:	$9.50

8. Incinerators

For the installation or relocation of each domestic type incinerator;	$16.25
For the installation or relocation of each commercial or industrial type incinerator;	$66.20

9. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the code;	$9.50

OTHER INSPECTIONS AND FEES

1.	Plan review fees: [estimated fees may be required prior to review]	25% of the mechanical permit fee
2.	Inspections outside of normal business hours: per hour* [minimum charge two hours]	$47.00
3.	Re-inspection fee under provisions of the code:	$47.00
4.	Inspections for which no fee is specifically indicated: per hour* [minimum charge-one half hour]	$47.00
5.	Additional plan reviews required by changes, additions or revisions to plans, or to plans for which an initial review has been completed: [minimum charge one half hour]	$47.00
6.	A fee collected for the State of Utah for inspector training.	1% of permit fee

*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly Wages and fringe benefits of employees involved.

F. PLUMBING PERMIT FEES

For issuing each permit:	$22.00
For issuing each supplemental permit:	$10.00

NOTE: These fees are not applicable when permit is issued in conjunction with a building permit.

UNIT FEE SCHEDULE
[NOTE: THE FOLLOWING DO NOT INCLUDE PERMIT ISSUING FEES]

1. Fixtures and Vents

For plumbing fixture or trap or set of fixtures on one trap [including water, drainage piping and backflow protection thereof:	$8.75
For the repair or alteration of drainage or vent piping fixtures;	$4.25

2. Sewers, Disposal systems and Interceptors

For each building sewer and each trailer park sewer:	$22.00
For each cesspool:	$33.25
For each private sewage disposal system:	$66.50
For each industrial waste pretreatment interceptor, its traps and vents, except kitchen type grease interceptor functioning as fixture traps:	$17.75
Rainwater systems – per drain [inside building]:	$8.75

3. Water Piping and Water Heaters

For the installation, alteration or repair of water piping or water treating equipment, or both. Each:	$4.25
For each water heater including vents:	$11.00

4. Gas Piping Systems

For each gas piping system of one to five outlets:	$5.50
For each additional outlet over five, each:	$1.00

5. Lawn Sprinklers, Vacuum Breakers and Backflow Prevention Devices

For each lawn sprinkler system on any one meter, including backflow prevention devices therefore:	$13.25

For atmospheric type vacuum breakers or backflow protection devices not included in item # 1:

1 to 5 devices:	$11.00
Over 5 devices, each:	$2.00

For each backflow prevention device other than atmospheric-type vacuum breakers:

2 inches [50.8mm] and smaller:	$11.00
Over 2 inches [50.8mm]:	$22.00

6. Swimming Pools

For each swimming pool or spa:

Public pools:	$81.50
Public spa:	$54.25
Private pool:	$54.25
Private spa:	$27.00

7. Miscellaneous

For each appliance or piece of equipment regulated by the Plumbing Code but not classed in any other appliance category, or for which no other fee is listed in this code:	$8.75

OTHER INSPECTIONS AND FEES

1. Plan Review Fees: [estimated fees may be required prior to review]	25 percent of the plumbing permit fee
2. Inspections outside of normal business hours: per hour*[minimum charge two hours]	$47.00
3. Reinspection fees under provisions of the code per hour* [minimum charge one hour]	$47.00
4. Inspections for which no fee is specifically indicated: Per hour* [minimum charge one half hour]	$47.00
5. Additional plan review required by changes, additions, or revisions to approved plans; per hour [minimum charge one half hour]	$47.00
6. A fee collected for the State of Utah for inspector training:	1% of the plumbing permit fee

*Or the total hour cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

3. <u>Business License Fees:</u>

A. General Businesses	$50.00, plus $25.00 for each employee over one ($500.00 maximum)
B. Alcohol Retailer License	$300.00
C. Temporary Licenses: Canvasser, Solicitors, and Other Itinerant Merchants	
1. Pawn Broker, swap meets, secondhand dealers*	$50.00, plus $25.00 for each employee over one ($500.00 maximum)
2. Exhibition or Performances	$100.00 per 24 hour period
3. Carnival or Circus*	$300.00 per day, plus $75.00 per week per ride

4. Dance Hall	$100.00 per year
5. Itinerant (transient)	$100.00 per year, plus $35.00 for each employee over one
6. Junk Dealer*	$100.00 per year
7. Auctioneer*	$100.00 per year or $25.00 per day
8. Arts & Craft exhibits*	$35.00 annual fee, plus $100.00 per exhibit ($400.00 maximum)

* See ordinance for special restrictions.

4. Community Development:

A. Master Development:

1. Master Development Plan Application	$12,000.00
2. Amendment to an Approved Master Development Plan	$2,500.00

B. Rezoning Request:

1. If required with a Master Development Plan Submittal	$200.00 for 1st acre, plus $50.00 per acre or portion thereof
2. All other rezoning requests	$500.00 for 1st acre, plus $50.00 per acre or portion thereof

C. General Plan Amendment	$1000.00
D. Code Amendment	$500.00

E. Conditional Use:

1. Conditional Use-Home Occupation (staff review only)	$250.00
2. Conditional Use-Home Occupation (Planning Commission and City Council review required)	$350.00
3. Conditional Use-All other	$500.00

F. Subdivisions:

1. Subdivision Concept Plan Review	$500.00, plus $50.00 per lot
2. All other Concept Plan Review	$500.00 or $15.00 per unit, whichever is greater
3. Neighborhood Development Plan Review-Single Family	$150.00 plus $25.00 per lot
4. Neighborhood Development Plan Review-Multi-Family	$500.00 or $15.00 per unit, whichever is greater
5. Preliminary Plat	$500.00, plus $100.00 per lot up (Residential) $1000.00, plus $100.00 per lot for (Commercial), $500.00 plus $150.00 per lot (Sensitive lands)
6. Minor Subdivision	$750.00, plus $100.00 per lot
7. Plat Amendment	$500.00, plus $50.00 per lot
8. Final Plat	$400.00 plus $75.00 per lot up to two reviews $200.00, plus $40.00 per lot for subsequent reviews
9. Lot Line Adjustment	$300.00
10. Street/Open Space Dedication Plat	$500.00
11. Plat Vacation/Closure	$500.00
12. Zoning Compliance Letter	$50.00

13.	Newspaper Public Notice Fee	$75.00 per advertisement+
14.	Recording Fee	Current fee charged by Utah County Recorder

15. Inspection Fees: (Based on Engineer's Calculation of the total bond amount (115%) prior to any bond releases or reductions that may be authorized before the posting of the final bond amount)

a.	$1.00 to $50,000	5%
b.	$50,001 to $250,000	$2500.00, plus 2 ½% of remaining balance greater than $50,000, but not more than $250,000.
c.	$250,001 to $500,000	$7500.00, plus 2% of remaining balance greater than $250,000, but not more than $500,000.
d.	Over $500,001	$11,250.00, plus 1% of remaining balance greater than $500,000

G. Site Plan Review Fees:

1.	Residential Site Plan Review Fee	$60.00 per dwelling unit or $5,000.00, whichever is less
2.	Non-Residential Site Plan Review Fee	$5,000.00

H.	Annexation Application Fee	$500.00 + $50.00 per acre
I.	Signs:	

1.	Permit Fee (Staff Review Only)	$100.00
2.	Permit Fee (Planning Commission Review Required)	$250.00
3.	Temporary and Special Event Sign Deposit Fee*	$50.00
4.	Development Information Sign	$300.00
5.	Development Information Sign Panel	$50.00
6.	Development Information Sign Renewal	$50.00
7.	Permanent Sign Permit	$150.00 (Staff review), $300.00 (Planning Commission Review)
8.	Model Home/Sales Office Sign	$150.00
9.	Impound Release Fee	$150.00 per sign

* See sign ordinance for definition and regulations

J.	Streets- Street dedication or vacation	$2000.00
K.	City Council/Planning Commission Appeal	$ 300.00
L.	Board of Adjustment:	

1.	Variance	$500.00
2.	Appeal of Interpretations by Zoning Administrator	$500.00

5. New Installations or New Business.

New installations, alterations, plan review with inspections

(A) Automatic Fire Sprinkler:

(1) Inspection of plan(s), one visual inspection and one test for

sprinkler or suppression system from 100 up to 10,000 square feet in area ..... $ 109.00
(2) Reinspection ..... $ 38.00

(B) Automatic Fire Suppression (Hood and Duct System) Per System:
(1) Inspection of plan(s), one visual inspection and one test for a fire suppression system that is installed ..... $ 109.00
(2) Reinspection ..... $ 38.00

(C) Standpipe and Basement Pipe Inlet Systems:
(1) Inspection of plan(s), one visual inspection and one test for a fire standpipe or pipe inlet system that is installed ..... $ 109.00
(2) Reinspection ..... $ 38.00

(D) Fire Alarm System:
(1) Inspection of plan(s), one visual inspection and one test for a fire alarm system from 100 to 10,000 square feet ..... $ 109.00
(2) Reinspection ..... $ 38.00

(E) Carnivals, Fairs, and Temporary Uses:
(1) Inspection of plan(s), one visual inspection with an area of 1 acre or less ..... $ 71.00
(2) Over 1 acre per hour ..... $ 38.00
(3) Reinspection ..... $ 38.00

(F) Combustible Material Storage:
(1) Inspection of the plan(s), one visual inspection of aisles and test sprinkler or suppression system that is installed for storage totaling no more than 2,500 cubic feet ..... $ 71.00
(2) Over 2,500 Cubic feet per hour ..... $ 38.00
(3) Reinspection ..... $ 38.00

(G) Flammable and Combustible Liquid Vessel, Above-Ground and Underground: Outside or Within Structure:
(1) Inspection of plan(s), one visual inspection of electrical systems, clearances, liquid spill protection, galvanic protection, ventilation, explosion control and testing of tightness (per unit) ..... $ 109.00
(2) Reinspection ..... $ 38.00

(H) Liquid Petroleum Gas Vessel, Above-Ground and Underground:
(1) Inspection of plan(s), one visual inspection of clearances, galvanic protection and testing of tightness as per R710-7, Utah State Fire Marshall Laws, rules and Regulations ..... $ 54.00
(2) Reinspection ..... $ 38.00
(3) Each additional tank at same site ..... $ 20.00

(I) Flammable and Combustible Liquid or Gas Dispensing (Except Motor Fuels):
(1) Inspection of plan(s), one visual inspection of electrical systems including grounding, clearances, liquid spill protection, ventilation and explosion control per dispensing area ..... $ 71.00
(2) Reinspection ..... $ 38.00

(J) Motor Fuel Dispensing Station:

(1) Inspection of plan(s), one visual inspections and one test for tightness of the tank(s) and piping ..... $ 109.00
(2) Reinspection ..... $ 38.00

(K) Flammable and Combustible Liquid and Solid Mixing or Blending:
(1) Inspection of plan(s), one visual inspection of electrical systems including grounding, clearances, liquid spill protection, ventilation and explosion control per dispensing area ..... $ 109.00
(2) Reinspection ..... $ 38.00

(L) Repair Garages, Automotive Spray Booths and Aircraft Hangers:
(1) Inspection of plan(s), one visual inspection of electrical systems, clearances, storage practices, storage of flammable and combustible materials ..... $ 109.00
(2) Reinspection ..... $ 38.00

(M) Site Plan Reviews:
(1) Single family dwelling ..... $ 54.00
(2) Duplexes, Multi-family dwelling, Planned unit development and apartments ..... $ 71.00
(3) Commercial (minimum) ..... $ 32.00

(N) Salvage, Wrecking and Impound Lots:
(1) Inspection of plan(s), one visual inspection for compliance to adopted fire codes ..... $ 109.00
(2) Reinspection ..... $ 38.00

(O) Fireworks Displays in Permanent Structures, Temporary Firework Tent Stands and Temporary Firework Stands:
(1) Inspection of plan(s), one visual inspection for compliance to adopted Fire Codes ..... $ 54.00
(2) Reinspection ..... $ 38.00

2. <u>Inspection of Existing Occupancies, Systems and Permits:</u>

(A) Automatic Fire Sprinkler System(s), Per System(s):
(1) Inspection and one test for sprinkler system from 100 up to 10,000 square feet in area ..... $ 76.00
(2) Over 10,000 Square feet, x $0.02 ..... $
(3) Each reinspection shall be charged at a rate of 75% of the total cost as calculated above ..... $ 57.00

(B) Basic Fire Inspection:
(1) Preschool, home daycare with one reinspection ..... $ 57.00
(2) All other classifications ..... $ 57.00
(3) Each reinspection shall be charged at a rate of 75% of the total cost as calculated above ..... $ 42.00

(C) Combustible Material Storage:
(1) Basic fire inspection, visual inspection for compliance to adopted Fire Codes ..... $ 57.00
(2) Each reinspection shall be charged at a rate of 75% of the total cost as calculated above ..... $ 42.00

(D) Dry-Cleaning Plants:
(1) Basic fire inspection, visual inspection for compliance to adopted Fire Codes ..... $ 57.00
(2) Each reinspection shall be charged at a rate of 75% of the

total cost as calculated above ..... $ 42.00

(E) Dust -Producing Operations (Grain Elevator, Flour Starch Mill or Plant Pulverizing Aluminum, Coal, Magnesium, Spices, Coca, Sugar, or Other Operation Producing Dusts as Defined in the International Fire Code and NFPA):

(1) Basic Fire inspection up to 10,000 square feet in area ..... $ 76.00

(2) Over 10,000 square feet in area, total square feet x $0.02 plus basic fire inspection fee..... $

(3) Each reinspection shall be charged at a rate of 75% of the total cost as calculated above ..... $ 57.00

(F) Fire Hydrants, Test for Residual, Static Pressures and Gallons Per Minute

(1) Per Unit..... $ 95.00

(G) Fire Alarm Systems:

(1) Inspection of plan(s), one visual inspection up to 10,000 square feet ..... $ 71.00

(2) Over 10,000 square feet in area, total square feet x $0.02 plus basic fire inspection fee..... $

(H) Flammable and Combustible Vessel, Above-Ground and Belowground:

(1) Visual inspection of electrical system, clearances, liquid spill protection, galvanic protection, ventilation, explosion control and testing of tightness of piping ..... $ 71.00

(2) Reinspection ..... $ 38.00

(I) Liquid Petroleum Gas Vessel, Above-Ground and Underground:

(1) Visual inspection of clearances, liquid spill protection, galvanic protection and testing of tightness as per R710-7, Utah State Fire Marshall Laws, Rules and Regulations ..... $ 38.00

(2) Reinspection ..... $ 38.00

(J) Flammable and Combustible Liquid Vessel Within a Structure:

(1) Visual inspection of electrical systems, clearances, liquid spill protection, galvanic protection, explosion control, ventilation and testing of piping for compliance to adopted Fire Codes ..... $ 76.00

(2) Reinspection ..... $ 38.00

(K) Flammable and Combustible Liquid Piping Within a Structure, Above-Ground and Underground:

(1) Visual inspection of electrical systems, clearances, galvanic protection, ventilation, explosion control and testing of tightness of piping ..... $ 76.00

(2) Reinspection ..... $ 38.00

(L) Flammable and Combustible Liquid and Gas Dispensing Includes Motor Fuel Dispensing Stations:

(1) Visual inspection of electrical systems, clearances, galvanic protection, ventilation, explosion control and testing of tightness of piping per dispensing area ..... $ 76.00

(2) Reinspection / per dispensing area ..... $ 38.00

(M) Flammable and Combustible Liquid and Solid Mixing or Blending:

(1) Visual inspection of electrical systems, clearances, ventilation, explosion control and liquid spill per area ..... $ 76.00

(2) Reinspection per area ..... $ 38.00

(N) Fumigation or Thermal Insecticidal Fogging:

(1) To operate a business of fumigation or thermal insecticidal fogging and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used ..... $ 76.00

(2) Reinspection per area ..... $ 38.00

(O) Salvage, Wrecking and Impound Lots:

(1) Inspection of plan(s), one visual inspection for compliance to adopted fire codes ..... $ 92.00

(2) Reinspection ..... $ 38.00

(P) Lumber Storage :

(1) Under 100,00 board feet. Visual inspection of electrical systems, fire access roads, ducts, ventilation and explosion control, fire alarms, fire sprinklers and hydrants ..... $ 76.00

(2) Over 100,000 board feet(total board feet x $0.02 plus initial Inspection fee ..... $ 38.00

(Q) Refrigeration System(s):

(1) Visual inspection of electrical systems, clearances, ducts, ventilation and explosion control, testing alarms and equipment, storage of flammable and combustible materials and all compliance records ..... $ 76.00

(2) Reinspection ..... $ 38.00

6. EMS Services

a. Intermediate..... $752.00
b. Paramedic Ground Ambulance $1,100.00
c. Paramedic Reimbursement $234.71
d. Mileage Rate (standard)..... $31.65
1. Diesel-when it exceeds $5.10 ..... $0.25
2. Gasoline-when it exceeds $4.25 ..... $0.25
e. Surcharge-Off road (per mile traveled) $1.50
f. Special Provisions (hourly waiting time) $22.05

7. Police Department:

A. Accident Reports.....$ 6.00
B. Insurance Letter.....$ 10.00
C. Police Clearances.....$ 8.00
D. Fingerprints (2 cards) additional $5.00..... $ 10.00

8. Utility Rates and Fees:

A. Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface:

1. Minimum fee for cuts in paved surfaces more than 3 years old $200.00
2. Minimum fee for cuts in paved surfaces 3 years old or less $800.00
3. Cutting into City Road or Utility without Permit $1,000.00 per occurrence

B. Water Rates Service Fees:

1. Deposit $120.00
2. Residential Minimum Monthly Charge (Single Unit) $17.75
(Includes 1st 3,000 gal.)
3. Residential Minimum Monthly Charge (Master Metered) $17.75 x # of Units Served
(Includes 1st 3,000 gal. multiplied by # of Units Served)
4. Residential Monthly Usage Rate (per 1,000 gal.) $2.40 for gal. 3,001 – 7,000
(For Master Metered systems multiply gal. by # of Units) $3.25 for gal. 7,001 – 12,000
$4.00 for gal. 12,001 - ∞
5. Non-residential Minimum Monthly Charge
a. ¾" $17.75
b. 1" $23.08
c. 1.5" $28.40
d. 2" $46.15
e. 3" $177.50
f. 4" $225.43
g. 6" $339.03
h. 8" $468.60
6. Non-Residential Monthly Usage Rate (per 1,000 gal.) $1.65
7. Construction Water Fee $100.00
8. Hydrant Meter Deposit $1500.00
9. Hydrant Meter Usage Rate $1.33 per 1000 gallons
10. Water Theft $500.00
11. Tampering Fee $500.00
12. Meter Connection Fees:
a. Single Family Residential (meter-5/8" or ¾") $600.00
b. 1" Meter $700.00
c. 1 ½" Meter $975.00
d. 2" Meter $1,875.00

13. All water used for construction or prior to occupancy shall be properly metered. A $500.00 fine for each offense shall be assessed to any person, contractor, developer, company or other party using un-metered water, an unauthorized jumper connection, or who uses municipal water without an approved water meter.

C. Sewer Rate and Fees:

1. Minimum Monthly Charge	$15.99
2. Monthly Usage Rate	$2.88 per 1000 gallons culinary water used
3. Single Family Residential Connection Fee (Impact Fee Additional Where Applicable)	$350.00
4. Commercial, Industrial, or Multi Family Connection Fee	Estimated Cost of Connection
5. (Impact Fee Additional Where Applicable)	plus 15% Administration Fee
6. Timpanogos Special Service District Sewer Fee	$2480.00 per ERU

D. Pressurized Irrigation (Secondary Water) monthly fee is $26.18/per ¼ acre.

E. Storm Drain:

1. Minimum Monthly Charge	$4.45 per ERU
F. Garbage Can Rates	$11.46 for 1st can, $6.50 for each additional
G. Recycle Can Rates	$5.20 for each can
H. Utility Delinquency Fees	$15.00 after 60 days from due date, ~~(shut off)~~ (with a minimum balance of $25)
I. Utility User Reconnect Fee	First - $25.00, Second - 50.00, Subsequent - $100.00 ea

9. Miscellaneous Fees:

a. City Pavilion reservation fee	$25.00
b. City Pavilion booking fee (non refundable portion of reservation fee in the case of cancellation of reservation)	$10.00
c. Non-Resident Marina Annual Pass	$75.00
d. Resident Marina Annual Pass	$50.00
e. Street Light Lockable Fuse Box	$230.00 per box

PAYMENT OF CHARGES, REIMBURSEMENT FOR PROFESSIONAL FEES, AND COLLECTION, OF PAST DUE ACCOUNTS

This section amends, enacts new provisions and restates and consolidates prior resolutions of the Governing Body of the City of Saratoga Springs and clarifies the requirements for collection of facilities, construction payments, past due accounts and other remedies to collect past due accounts from development applicants and others.

. As additional fees for development review and approval, each development applicant shall be responsible to reimburse the City of Saratoga Springs for all excess fees and charges plus 10% administrative costs incurred by the City of Saratoga Springs in the review and processing of the development applications for subdivision, site-plan review, building permit, master development plan (original or amended) or other development review. Existing application fees stated above payable by applicants include reasonable monetary charges for professional services required to the City to review and process the developers

application, however, if the project or development review requires more professional or other third party services than anticipated and provided for in the original application fee, the developer shall be responsible to reimburse the City for the excess reasonable fees and charges incurred in the review, processing and compliance assurance required by the City to complete consideration of the developers application. Such fees and charges shall accrue to, and are payable by, the development entity which executes the development application, or enters into a development agreement with the City of Saratoga Springs as required under the City Development Code.

The City shall bill developers for excess reimbursable fees accruing under paragraph A above and all other charges on a regular basis within forty-five (45) days of the payment of such reimbursable fees and/or accrual of other charges to the developer by the City. The billing by the City shall be in reasonable detail to permit the developer applicant to determine the reason for the expenditure, the project for which the fees or charges were incurred, and the rate or other basis for the reimbursement or other charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the developer applicant account is delinquent and the developer applicant is in default on its reimbursement fee obligations to the City. Every billing statement from the City to a developer shall be deemed correct, accurate, undisputed and due in full unless the City Treasurer is notified in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

Developer/applicants, or their representatives, may informally confer with City staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the City to the developer applicant.

If the developer applicant does not dispute the billing, request information and engage in an informal conference with staff concerning the billing, the invoice shall be due thirty (30) days from the date of the invoice. Billed invoices shall be due and payable to the City thirty (30) days from the date of the invoice in the case of undisputed invoices and fifteen (15) days after receipt of a corrected invoice in the case of an invoice corrected after an informal conference or corrected after a decision by the City Council.

Developer/applicants must remain in good standing with all amounts due and payable to the City paid as such amounts become due. Developer/applicants who are delinquent in payment of reimbursable fees and charges to the City, or other charges to the City, are deemed to be in default and the processing of all applications before the City staff, Planning Commission or City Council may be tabled until the developer applicant's default is cured by the timely payment of all fees and charges or the execution of an agreement for the payment of all fees and charges acceptable to the City Treasurer or Administrator. Except as provided below, City staff are specifically instructed to verify that each developer/applicant is in good standing with respect to all fees and charges owed to the City before presenting development applications to the Planning Commission agenda or to the City Council agenda, and specifically before recordation of plats or final signing and approval of site-plans, building permits, or other development approval applications.

Utility customer's accounts are due and payable within thirty (30) days of the date of the utility billing. Utility customers, who do not pay the full amount of the utility billing invoice within thirty (30) days, are in default and are subject to disconnection of utilities and collection of the delinquent amounts. This section describes the process for notice to utility customers of billing delinquency, terminating service, collection of reconnection fees, and provisions for deferred payments schedule contracts.

Each utility invoice not paid when due shall be considered delinquent and the delinquent utility customer shall be provided a delinquent account notice requiring payment in full within seven (7) days of the date of the notice of the full past due amount.

In the event payment in full is not received within the seven (7) day delinquent account notice period, a termination of service/shutoff notice will be issued stating the date service will be discontinued for nonpayment if delinquent payments are not received by the City. Utility customers are invited to contact City staff during the seven (7) day delinquent account notice period to arrange a deferred payment schedule, which may be approved by the City as provided below.

Services terminated for non-payment of delinquent accounts shall not be reinstated until payment of the delinquent account is received or an acceptable deferred payment contract is approved by the City and the initial payment required under the deferred payment schedule is received by the City together with the reconnect fee to reimburse the City for the services necessary to reinstate the utility service.

A deferred payment schedule contract may be entered with a delinquent customer, provided that the deferred payment schedule does not extend for a period of more than one (1) year, provides for a specific amount to be paid each month together with interest as provided below. Utility customers who do not comply with the terms of an executed deferred payment schedule contract, are subject to termination of service after the City provides the delinquent account notice and the shutoff notices provided above. Service terminated after default on a deferred payment contract form shall not be reinstated until the entire past due amount is paid in full and a deposit as collateral for all future service is received by the City in an amount equal to three (3) times the average monthly billing for the service in consideration.

All bills for utility service, invoices for reimbursable fees or other charges owned to the City of every kind and nature except for returned checks, shall bear interest at the rate of 1.5% per month on the unpaid balance due.

Each check or other instrument tendered to the City for payment of an obligation to the City and returned to the City as a dishonored instrument shall accrue the maximum penalty, services charges and other allowable fees for recovery of the amount due allowed by Utah law.

The city will establish a utility deposit of $120.00 for all new utility customers. The deposit will be applied to the account after 12 months of continuous non-delinquent history. In the event of a non-payment shut off, the deposit will be applied to the account and a new deposit will be required before service is reestablished.

9. OTHER FEES

It is not intended by this Resolution to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

***Updated August 2013**