

**CITY OF SARATOGA SPRINGS
CITY COUNCIL POLICY SESSION
AMENDED AGENDA**

Tuesday, December 9, 2014

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

One or more Councilmember may participate in this meeting electronically via video or telephonic conferencing

City Council Policy Session

6:00 p.m.

1. Consideration of the Pre-Annexation and Development Agreement for The Springs Annexation located west of the Wildflower project, approximately 1000 North 1000 West, adjacent to the south border of Camp Williams, Western Ventures, applicant.
2. Adjourn.

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

December 9, 2014

Western States Ventures, LLC (“Western States”) and the City of Saratoga Springs (“Saratoga Springs”) hereby enter into this Pre-Annexation and Development Agreement (“Agreement”) as more fully specified below.

RECITALS

WHEREAS, Western States owns approximately 480 acres of property (“Property”) located west of Saratoga Springs that is currently under the jurisdiction of Utah County;

WHEREAS, a legal description of the Property is attached hereto and incorporated by reference as Exhibit “A”;

WHEREAS, the Utah Prison Relocation Committee has recently identified the Property as one of the top potential sites for the relocation of the Utah State Prison;

WHEREAS, Saratoga Springs does not think that the Property is appropriate for being the site of a prison in light of the growing residential nature of the area and the potential to develop the Property in a manner that would be much more beneficial to Saratoga Springs and its residents;

WHEREAS, Western States, to assist the City in opposing the prison relocation, has worked diligently and in good faith with the professional staff of Saratoga Springs and filed a Petition to annex the Property into Saratoga Springs;

WHEREAS, Western States and Saratoga Springs’ professional staff also began work on the design of a master-planned community development project for the Property, to be known as “The Springs”, to be memorialized in an Annexation and Development Agreement;

WHEREAS, Saratoga Springs has expressed a willingness to use its governmental powers and to coordinate the development of the project in accordance with Saratoga Springs policies and practices and the Utah Impact Fees Act;

WHEREAS, while it is too early in the planning process to have prepared a concept plan for The Springs, the general concept for the development envisions a broad mix of various residential unit types with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,950 and 2,350 equivalent residential units;

WHEREAS, on December 2, 2014 the City Council accepted the Petition for annexation for further consideration and Saratoga Springs is now processing that Petition;

WHEREAS, Western States and Saratoga Springs anticipate that the annexation will be approved by Saratoga Springs and the Annexation and Development Agreement executed both by mid-January, 2015;

WHEREAS, Western States has not entered into binding agreements with the Prison Relocation Commission or other entity concerning the prison relocation;

WHEREAS, Saratoga Springs has asked Western States to take appropriate steps to inform the Prison Relocation Commission that the Property should no longer be considered in any way as a location for the possible prison and, subsequent to execution of this Agreement, formally and permanently withdraw its application from the State of Utah; WHEREAS, Western States is willing to take such steps based on assurances from Saratoga Springs, including the entry into this Agreement, that Saratoga Springs will fairly and promptly annex the Property, process the approval of The Springs by entering into an Annexation and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project in accordance with Saratoga Springs policies and practices and the Utah Impact Fees Act; and

WHEREAS, the City Council of Saratoga Springs considered this Agreement at a public meeting on December 9, 2014 and voted unanimously to each execute and enter into this Agreement along with the Mayor Miller on behalf of Saratoga Springs and take all of the steps necessary to implement this Agreement.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises and other good and valuable consideration Western States and Saratoga Springs agree to the following:

TERMS

1. Western States will, on December 10, 2014, formally and permanently withdraw its application with the State of Utah by sending the Prison Relocation Commission a written letter (or other sufficient notice) that Western States is permanently withdrawing the Property from further consideration as a potential site for the Prison.

2. Saratoga Springs will promptly process the Petition for annexation and annex the Property into Saratoga Springs as quickly as possible.

3. Saratoga Springs and Western States will work both cooperatively and as quickly as possible to create and approve a Master Plan for the future development of The Springs with a broad mix of various residential unit types and with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,950 and 2,350 equivalent residential units, enter into an Annexation and Development Agreement providing, among other things, for the vested rights of Western States to develop The Springs according to the Master Plan with the uses discussed above and the Annexation

and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project in accordance with Saratoga Springs policies and practices and the Utah Impact Fees Act..

4. Western States and Saratoga Springs intend to complete the annexation and enter into the Annexation and Development Agreement by January 31, 2015.

5. If the Property is not annexed into Saratoga Springs with a mutually acceptable Annexation and Development Agreement by March 31, 2015 then either party may terminate this Agreement.

6. If the property is not removed from consideration as a potential prison relocation site by December 10, 2014, then Saratoga Springs may terminate this Agreement and may choose to reject the annexation petition.

7. The recitals above are incorporated herein by this reference.

Dated this 9th day of December, 2014

City of Saratoga Springs

Western States Ventures, LLC

By: _____
Hon. Jim Miller, Mayor

By: _____
Its Manager

CITY COUNCIL

Hon. Michael McOmber, Member

Hon. Rebecca Call, Member

Hon. Shellie Baertsch, Member

Hon. Bud Poduska, Member

Hon. Stephen Willden, Member

ATTEST:

City Recorder (or Deputy)