

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

Tuesday, January 27, 2015

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

7:00 p.m.

1. Consideration and possible approval of Ordinance 15-2 (1-27-15): An Ordinance re-appointing Jeffrey Cochran to the City of Saratoga Springs Planning Commission; and establishing an effective date.
2. Consideration and possible approval of Agreement regarding Master Plan and Density Approval located approximately 1 mile west of Redwood Road on SR 73 and west of Harvest Hills, WFR 3, LLC, Tanuki Investments, LLC, and Collins Brothers Land Development, LLC, applicants.
3. Consideration and possible approval of the reimbursement to Utah Department of Transportation / Utah Division of Facilities Construction and Management for the upsizing of a culinary water line near SR-73 and 800 West.
4. Discussion of Shay Park.
5. Motion to enter into closed session to discuss the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual and/or deployment of security personnel, devices, and systems.
6. Adjourn.

ORDINANCE NO. 15-2 (1-27-15)

AN ORDINANCE APPOINTING JEFFREY COCHRAN TO THE CITY OF SARATOGA SPRINGS PLANNING COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Saratoga Springs has established a municipal Planning Commission as required by Section 10-9a-301, Utah Municipal Code; and

WHEREAS, the City Council is authorized to fill vacancies in the Planning Commission; and

WHEREAS, Eric Reese has resigned as a Planning Commission member; and

WHEREAS, the City Council desires and believes it to be in the best interests of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint Jeff Cochran to the Planning Commission to fill the remainder of Eric Reese's term.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, AS FOLLOWS:

1. Jeff Cochran is hereby appointed to fill the remainder of Eric Reese's term on the Planning Commission with a term expiring on December 31, 2015. The following is a list of the current members of the Saratoga Springs Planning Commission and the expiration date of each member's respective term:

<u>Current Regular Members</u>	<u>Expiration of Term</u>
Jeff Cochran	December 31, 2015
Kara North	December 31, 2016
Sandra Steele	December 31, 2015
Jarred Henline	December 31, 2016
Kirk Wilkins	December 31, 2017
Hayden Williamson	December 31, 2017

This ordinance shall take effect upon notice and publication as required by the Utah Code.

Passed this 27th day of January, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

AGREEMENT REGARDING MASTER PLAN AND DENSITY APPROVAL

January 27, 2015

Sunrise 3, LLC, a Utah limited liability company, and WFR 3, LLC, a Utah limited liability company, Tanuki Investments, LLC, a Utah limited liability company (collectively “Residential Owner”), Collins Brothers Land Development, LLC, a Utah limited liability company, together with any affiliates (“Commercial Owner”), and the City of Saratoga Springs (“Saratoga Springs”) hereby enter into this Agreement Regarding Master Plan and Density (“Agreement”) effective as of the date set forth above, as more fully specified below. The Residential Owner and Commercial Owner are sometimes referred to herein collectively as the “Owner”.

RECITALS

WHEREAS, Residential Owner owns approximately 595 acres of property (“Residential Property”), and Commercial Owner owns approximately 205 acres of property (“Commercial Property”) for a total of approximately 800 acres of property (combined the “Property”) located on the northwest (and within the municipal limits) of Saratoga Springs, that they would like to develop as the “Wildflower” project (the “Project”);

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

WHEREAS, the Residential Property is currently zoned as R-3 with a maximum density of three units per acre and minimum lot sizes of 10,000 square feet;

WHEREAS, Owner has applied for a general plan amendment and rezone to change the zone of the Property to Planned Community (PC), and also approval for a Community Plan and Master Development Agreement to master plan the Property for residential and commercial uses;

WHEREAS, Owner is working with the Utah Department of Transportation (“UDOT”) to preserve approximately 180 acres within the residential and commercial portions of the project for the future Mountain View Corridor (“MVC”) in Saratoga Springs;

WHEREAS, Saratoga Springs and UDOT believe the alignment for MVC, as generally reflected in the Master Plan attached hereto and incorporated herein as Exhibit “B” (the “Master Plan”), is the preferred alignment for this portion of the future MVC, and as such, is in the best interests of residents of Saratoga Springs;

WHEREAS, the MVC, as proposed by UDOT, cuts through the center of the Project, making master planning, including but not limited to access and infrastructure planning for the western portion of the Project, more difficult;

WHEREAS, despite the difficulty in planning the development of the Project with the MVC, Owner is willing to work with both UDOT and the City to ensure the preservation of this corridor (which preservation is an express condition of this Agreement), in reliance upon and on the condition that Saratoga Springs approve densities for the residential portions of the Project based on the attached Master Plan with the Commercial Property being zoned Regional Commercial in its entirety, notwithstanding what is shown on the attached Master Plan;

WHEREAS, due to the loss of approximately 144 developable acres of residential area to the MVC, the Residential Owner has asked, and Saratoga Springs has agreed, to transfer the residential density from these acres to the rest of the residential portion of the Project, based upon a maximum obtainable density of 2.5 units per acre on the entire Project;

WHEREAS, the Property in its entirety, including the MVC, would be able to develop 1,468 residential units based upon a calculation of 2.5 units per acre over approximately 595 acres, as reflected in the Master Plan. Saratoga Springs has agreed to allow Owner to develop 1,468 residential units on the Residential Property (outside of the MVC) as reflected in the Master Plan and as more fully specified herein;

WHEREAS, Owner and Saratoga Springs' professional staff have been working on the design of the Project, to be known as "Wildflower", to be more fully memorialized in a Master Development Agreement, Community Plan, and Village Plans;

WHEREAS, Saratoga Springs has expressed a willingness to use its governmental powers and to coordinate the development of the Project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes;

WHEREAS, while the Owner and Saratoga Springs continue to work through the planning process to have prepared a Community Plan and Master Development Agreement for Wildflower, the general concept for the residential portion of the Project envisions a broad mix of various residential unit types for a total of 1,468 units, of which 442 units shall be allowed to consist of multi-family units on approximately 61 acres on the southwest corner of the residential portion of the Project (shown as Neighborhood 13 in the Master Plan) and 1,026 single-family lots on the remainder of the residential portion of the developable property (excluding the commercial areas);

WHEREAS, notwithstanding what is reflected on the attached Master Plan, all of the Commercial Owner's property will be designated as Regional Commercial on the City's Zoning Map;

WHEREAS, Owner is willing to preserve the MVC with UDOT, based on assurances from Saratoga Springs, including the entry into this Agreement, that Saratoga Springs will fairly and promptly process the approval of Wildflower by approving a zone change to the PC

Zone, entering into a Master Development Agreement, approving the Community Plan, and working cooperatively with the Owner using the powers of Saratoga Springs to coordinate the development of the project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes; and

WHEREAS, the City Council of Saratoga Springs considered this Agreement at a public meeting on January 27, 2015 and voted unanimously to enter into this Agreement 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, the Owner and Saratoga Springs agree to the following:

TERMS

1. Saratoga Springs will promptly process for approval the application for a zone change of the Property to the PC Zone, enter into a Master Development Agreement, and approve a Community Plan relating to the Project in accordance with Saratoga Springs policies and procedures.

2. Saratoga Springs and Owner will work cooperatively and as quickly as possible to create and approve a Community Plan for the future development of the Project, with 1,468 residential units, including 442 multifamily units on 61 acres on the southwest corner of the Project (shown as Neighborhood 13 in Exhibit B), 1,026 single-family lots on the remainder of the residential portions of the Project, and Regional Commercial uses for the Commercial Owner's property notwithstanding what is shown in the Master Plan on the south of the Project, to enter into a Master Development Agreement providing, among other things, for the vested rights of Owner to develop the Project according to the approved Community Plan with the uses and densities discussed above, and work cooperatively with Owner using the powers of Saratoga Springs to coordinate the development of the Project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes.

3. The Owner and Saratoga Springs intend to complete the PC Zone change and approval of the Master Development Agreement and Community Plan in a timely manner, on or before February 26, 2015.

4. This Agreement will terminate, and all rights associated with it, at the option of either the Residential Owner or Saratoga Springs by providing written notice to the other parties, if the Residential Owner is not able to complete the conveyance to UDOT of the portion of the MVC property currently owned by the Residential Owner within twelve (12) months of execution of this Agreement. In the event this Agreement is cancelled, the residential portions

of the Project shall automatically revert to the R-3 zone.

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

Dated this 27th day of January, 2015

City of Saratoga Springs

By: _____
Hon. Jim Miller, Mayor

ATTEST:

City Recorder (or Deputy)

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)

RESIDENTIAL OWNER:

Sunrise 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: _____
Nathan Shipp, Manager

WFR 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: _____
Nathan Shipp, Manager

Tanuki Investments, LLC

By: _____
Name: _____
Its: _____

COMMERCIAL OWNER:

Collins Brothers Land Development, LLC

By: _____
Name: _____
Its: _____

EXHIBIT "A"

Legal Description

EXHIBIT “B”

Master Plan

See attached.

City Council Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer

Subject: 18-inch waterline upsize reimbursement with DFCM

Date: January 27, 2015

Type of Item: Reimbursement



Description:

- A. Topic:** This item is for approval to reimburse Utah Division of Facilities Construction and Management (DFCM) for upsizing a culinary waterline from 8 inches to 18 inches along SR-73
- B. Background:** The City approved plans for a waterline to serve the new UDOT maintenance shed on SR-73 in July of 2014. These plans were for an 8-inch waterline that connected to the existing City 12-inch main in 800 West and extended east to their site for water service. Although the City was planning to install an 18-in waterline in the same area, at that time the City did not have the available funding to pay for an upsize and also anticipated DFCM would be complete with their project long before the City would have their designs completed.

By December of 2014, the City had completed their waterline design, was in the process of obtaining funding through a Bond and the DFCM still had not installed their waterline. Staff approached DFCM about combining the 2 waterline projects with the City reimbursing DFCM for the cost to upsize from an 8-inch to an 18-inch waterline. This would allow the City to use the funds DFCM would have spent on the 8-inch line and put it towards the 18-inch waterline project. DFCM agreed to amend their plans accordingly if the City would cover the additive costs.

This western section of 18-inch waterline, from 800 West to the eastern edge of UDOT's property, was not included with the recent project awarded to Newman construction. The project awarded to Newman was the eastern portion of the 18-inch waterline that starts at the eastern edge of UDOT's property and extends east connecting the existing city water main at 400 west (near IHC). The project awarded to Newman Construction did not include the western portion of the 18-inch waterline because it was expected that this would be completed by DFCM with the City paying for the upsize cost

- C. Analysis:** The upsize cost presented by DFCM's contractor, Northridge Construction, is \$123,650. The upsize cost was total 18-inch waterline cost \$146,454, minus the amount DFCM already had budgeted for the 8-in waterline 22,804.

The reimbursement to DFCM in the amount of \$123,650 is within the City's existing budget for this project which is \$1,207,166 under GL # 56-400-680. With the existing contract with Newman Construction of \$786,420 and this reimbursement to DFCM of

\$123,650, the project costs are now anticipated at \$910,070; almost \$300,000 under the adopted budget.

- D. Recommendation:** Staff recommends that the City Council approved the reimbursement with DFCM in the amount of \$123,650.

Proposed Change Order



#1

North Ridge Construction
P.O. Box 681821
Park City, UT 84068

December 1, 2014

PROJECT

Saratoga Springs UDOT Maintenance Facility

Proposal Request #1

Saratoga Springs, UT 840545

Engineer: Hansen, Allen & Luce

Contractor proposes to change the Contract as follows:

Item #1 – Provide and Install 840 lf of 18" Ductile Iron Water Line on SR 73

Price credit to install Standard UDOT Fence	\$133,140
OH & P 10%	\$13,314
Total	\$146,454
North Ridge Construction Total Price	\$146,454

ACCEPTED

APPROVED

ACCEPTED

DATE:

DATE:

DATE:

North Ridge Construction, Inc.

Hansen, Allen & Luce

Jeremy Lapin

CONTRACTOR

ENGINEER

CITY OF SARATOGA SPRINGS

(Signature)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Name)

BLACK ROCK DEVELOPMENT

EXCAVATION AND DEMOLITION

4881 SO. 3730 W.84129

801-557-7883

Bill To:

NorthRidge Construti
Parkcity,ut

Estimate

Number: E4104

Date: December 08, 2014

Site:

Saratoga Maintenance
Saratoga,ut

Project

Date	Description	Hours	Rate	Amount
	Watermain			
	8 " Hottap			725.00
	8" blue pipe.	790.00	22.10	17,459.00
	fire hydrant	2.00	2,310.00	4,620.00

Total \$22,804.00