

**CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING**

Tuesday, February 17, 2015

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.

POLICY ITEMS

1. Quarterly Update from the Finance Department.
2. Consent Calendar:
 - a. Consideration and Possible Approval of the Final Plat for Sierra Estates Plat E located at approximately 600 West 400 North, Patterson Homes, applicant.
 - b. Resolution R15-6 (2-17-15): Addendum to resolution of the City of Saratoga Springs pertaining to the City Street Lighting Special Improvement District to include additional subdivision lots. (Sierra Estates Plat E)
 - c. Resolution R15-7 (2-17-15): A Resolution of the City Council of the City of Saratoga Springs, Utah, regarding the Temporary Appointment of Justice Court Judges.
 - d. Consideration and Possible Approval of Water Right Purchase Agreement with Paul Johnson.
 - e. Consideration and Possible Approval of Waldo Water Right Purchase Agreement.
 - f. Consideration and Possible Approval of a Pavilion for Shay Park.
 - g. Minutes:
 - i. February 3, 2015.
3. Public Hearing: Consideration and Possible Vacation of a Sewer line Easement to Lot 7 of the Ironwood at Saratoga Subdivision Plat 1 development (also known as Plat 17 of the Saratoga Springs Development).
 - a. Ordinance 15-5 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah vacating a sewer line easement in Lot 7 of the Ironwood at Saratoga Subdivision Plat 1.
4. Public Hearing: Consideration and Possible Adoption of a General Plan Amendment to the Mixed Lakeshore Designation.
 - a. Ordinance 15-6 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs General Plan pertaining to the Mixed Lakeshore designation.
5. Public Hearing: Consideration and Possible Adoption of Code Amendments to the Land Development Code Section 19.13 (Concept Plan process)
 - a. Ordinance 15-7 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah adopting amendments to the Section 19.13 of the Saratoga Springs Land Development Code (Concept Plan Process) and establishing an effective date.
6. Consideration and Possible approval of the Preliminary Plat and Site Plan for Jordan View Landing located between Crossroads Boulevard and 400 East , Ivory Development LLC, applicant.
7. Continued discussion and possible approval of the Rezone, General Plan Amendment, Master Development Agreement and Community Plan for the Wildflower development located 1 mile west of Redwood Road, west of Harvest Hills, DAI/Nathan Shipp, applicant.
8. Ordinance 15-8 (2-17-15): An Ordinance appointing a member to the City of Saratoga Springs Planning Commission.
9. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.
10. Adjournment.

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: Chelese Rawlings, Finance Manager
Subject: Second Quarter Budget Financial Statements
Date: February 17, 2015
Type of Item: Informational



Description

A. Topic

Attached are the second quarter budget financial statements for the fiscal year 2014-2015.

B. Background

The budget document was adopted by the Council on June 17, 2014. The attached reports show the actuals in comparison to the budget up to December 31, 2014.

C. Analysis/Overview of the General Fund

Revenues in comparison to last year second quarter:

- Property Tax revenue collected approximately the same as last fiscal year
- Sales tax revenue collection is more by over \$85,400.
- Franchise and energy taxes are less by \$106,400
- Licenses and Permits are higher by more than \$110,500
- Collected over \$254,200 more in charges for services, a majority in plan checking fees, engineer's inspection fees, ambulance service revenue, and Wiland revenue
- Collected about approximately the same in other revenue.

Expenditures in comparison to last year second quarter:

- Total General Fund expenditures increased by \$682,730. This is mainly due to an increase in general liability insurance, membership dues, one time parks equipment purchases, Wiland fire expenses, increased personnel costs in police with the addition of an 1.5 FTE's, increased personnel costs in fire due to an addition of a .67 FTE, the creation of the public improvements department and the addition of 2 FTE's.
- Another reason for the increase is benefits that incrementally increase every year that are not controlled by council or staff, such benefits are: URS retirement, health benefits, dental benefits, etc.

D. Summary

The City of Saratoga Springs is under the 50 percent threshold of expenditures to date. The threshold is determined to be 50 percent because the first quarter reflects a quarter of our budget. In the General Fund we are currently at 43.4 percent of budgeted expenses.

The revenues are over the 50 percent threshold, mainly because the City has received a majority of our property tax revenues budgeted. These taxes are mostly collected in December. In the General Fund we are currently at 55.1 percent of budgeted revenues.

Due to the way our current general ledger structure is set up, the beginning fund balance is added as budgeted revenue to be included with the revenues currently received. These monies were collected in previous years and are being used in the current year to balance the budget for projects in which will now be using the funds. The following chart shows what the current revenue percentage is without the beginning fund balance.

Fund	Percent of Total Revenue Collected without Beginning Fund Balance included in Total Revenue
Street Lighting SID S. R. Fund	59.90%
SSD Street Light SID S. R. Fund	50.10%
Storm Drain - Capital Proj Fund	53.20%
Parks - Capital Projects Fund	71.60%
Roads - Capital Projects Fund	109.60%
Public Safety - Capital Projects Fund	54.20%
Capital Projects Fund	26.00%
Sewer Fund	60.20%
Waste Water	43.30%
Storm Drain Enterprise Fund	50.60%
Culinary Water Capital Project Fund	15.90%
2ndary Water Capital Project Fund	8.70%
Water Rights Fund	83.70%

2nd Quarter FY2015 Budget Analysis - General Fund

General Fund				
Account	YTD Actual	YTD Budget	% Variance	\$ Variance
Revenue				
TAX REVENUE	3,380,963	2,980,075	13.5%	(400,888)
LICENSES AND PERMITS	374,753	291,050	28.8%	(83,703)
INTERGOVERNMENTAL REVENUE	257,947	403,942	-36.1%	145,995
CHARGES FOR SERVICES	994,152	764,389	30.1%	(229,763)
OTHER REVENUE	897,067	664,847	34.9%	(232,221)
ADMINISTRATIVE CHARGES	984,020	984,022	0.0%	2
CONTRIBUTIONS AND TRANSFERS	0	330,264	-100.0%	330,264
TOTAL REVENUE	6,888,902	6,418,589	7.3%	(470,314)
Expenditures				
LEGISLATIVE DEPARTMENT	69,788	57,886	20.6%	(11,902)
ADMINISTRATIVE DEPARTMENT	228,611	280,244	-18.4%	51,633
UTILITY BILLING DEPARTMENT	56,107	70,862	-20.8%	14,755
TREASURER DEPARTMENT	75,086	74,092	1.3%	(995)
RECORDER DEPARTMENT	41,119	62,106	-33.8%	20,987
ATTORNEY DEPARTMENT	118,854	134,243	-11.5%	15,389
JUSTICE COURT DEPARTMENT	105,132	111,473	-5.7%	6,341
NON-DEPARTMENTAL	276,579	223,017	24.0%	(53,563)
GENERAL GOV'T BLDGS & GROUNDS	71,387	93,258	-23.5%	21,871
PLANNING AND ZONING DEPARTMENT	160,059	172,514	-7.2%	12,455
COMMUNICATIONS DEPARTMENT	52,990	54,755	-3.2%	1,765
POLICE DEPARTMENT	1,273,712	1,410,529	-9.7%	136,817
POLICE DEPARTMENT - BLUFFDALE	377,038	394,339	-4.4%	17,301
FIRE DEPARTMENT	823,958	841,404	-2.1%	17,446
BUILDING INSPECTION	189,841	262,803	-27.8%	72,962
GRANT EXPENDITURES	7,548	54,732	-86.2%	47,184
STREETS DEPARTMENT	155,020	329,958	-53.0%	174,938
PUBLIC WORKS DEPARTMENT	218,262	233,963	-6.7%	15,701
ENGINEERING DEPARTMENT	190,075	207,782	-8.5%	17,707
PUBLIC IMPROVEMENTS	219,251	256,186	-14.4%	36,935
PARKS & OPEN SPACES DEPT	374,171	439,834	-14.9%	65,663
RECREATION DEPARTMENT	47,937	89,651	-46.5%	41,714
CIVIC EVENTS	34,179	59,533	-42.6%	25,354
LIBRARY SERVICES	90,319	92,153	-2.0%	1,834
OTHER USES	0	81,217	-100.0%	81,217
TRANSFERS	172,038	164,930	4.3%	(7,108)
TOTAL EXPENSES	5,429,061	6,253,457	-13.2%	824,396
NET REVENUE OVER EXPENDITURES	1,459,841			(1,459,841)

Revenues

- 1) Intergovernmental Revenue - there is a two month lag on the Class C road funds from the state, combined with less budgeted grants received to date
- 2) Contributions & Transfers - This is beginning fund balance to be appropriated, was collected in previous years.

Expenses

- 1) Legislative Department - memberships and association dues paid for at the beginning of the fiscal year.
- 2) Non-Department - majority of the general liability insurance is paid for at the beginning of the fiscal year.

2nd Quarter FY2015 Budget Analysis - Other Funds

All Other Funds			
Fund	YTD Actual Revenue	YTD Actual Expenses	YTD Net Revenue/(Expense)
STREET LIGHTING SID S.R. FUND	80,927	47,352	33,575
SSD STREET LIGHT SID S.R. FUND	11,277	66,165	(54,888)
ZONE 2 WATER IMPROVEMENT SID	213,184	8,440	204,744
STORM DRAIN-CAPITAL PROJ FUND	135,538	311,296	(175,758)
PARKS - CAPITAL PROJECTS FUND	322,058	298,763	23,295
ROADS - CAPITAL PROJECTS FUND	547,865	701,926	(154,061)
PUBLIC SAFE-CAPITAL PROJ FUND	162,450	0	162,450
CAPITAL PROJECTS FUND	1,194,278	934,078	260,200
DEBT SERVICE FUND	145,902	67,690	78,212
WATER FUND	1,924,712	3,611,931	(1,687,219)
SEWER FUND	1,315,507	942,392	373,115
WASTEWATER CAPITAL PROJ FUND	158,012	223,354	(65,342)
STORM DRAIN ENTERPRISE FUND	202,223	273,910	(71,687)
GARBAGE UTILITY FUND	452,802	377,878	74,924
CUL WATER CAPITAL PROJ FUND	430,197	221,811	208,386
2NDARY WATER CAPITAL PROJ FUND	191,131	7,893	183,238
WATER RIGHTS FUND	418,630	79,354	339,276

- 1) SSD Street Light SID S.R. Fund - fund balance used to purchase and install street lights
- 2) Storm Drain - Capital Proj Fund - payment from fund balance to fund 35 to pay for Israel Canyon Project
- 3) Road Impact Fund - Fund balance from previous years earnings being used for current projects
- 4) Water Fund - Secondary Water Meter Project- bond proceeds not yet received
- 5) Wastewater Impact Fund - fund balance from previous years being used for current projects
- 6) Storm Drain Enterprise Fund - payment from fund balance to fund 35 to pay for Israel Canyon Project

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
TAX REVENUE	3,380,963	5,960,150	2,579,187	56.7
LICENSES AND PERMITS	374,753	582,100	207,347	64.4
INTERGOVERNMENTAL REVENUE	257,947	807,884	549,937	31.9
CHARGES FOR SERVICES	994,152	1,528,778	534,626	65.0
OTHER REVENUE	897,067	1,329,693	432,626	67.5
ADMINISTRATIVE CHARGES	984,020	1,968,044	984,024	50.0
CONTRIBUTIONS & TRANSFERS	0	330,264	330,264	.0
	<u>6,888,902</u>	<u>12,506,913</u>	<u>5,618,011</u>	<u>55.1</u>
<u>EXPENDITURES</u>				
LEGISLATIVE DEPARTMENT	69,788	115,772	45,984	60.3
ADMINISTRATIVE DEPARTMENT	228,611	560,488	331,877	40.8
UTILITY BILLING DEPARTMENT	56,107	141,723	85,616	39.6
TREASURER DEPARTMENT	75,086	148,183	73,097	50.7
RECORDER DEPARTMENT	41,119	124,211	83,092	33.1
ATTORNEY DEPARTMENT	118,854	268,485	149,631	44.3
JUSTICE COURT DEPARTMENT	105,132	222,946	117,814	47.2
NON-DEPARTMENTAL	276,579	446,033	169,454	62.0
GENERAL GOV'T BLDGS & GROUNDS	71,387	186,516	115,129	38.3
PLANNING AND ZONING DEPARTMENT	160,059	345,027	184,968	46.4
COMMUNICATIONS DEPARTMENT	52,990	109,510	56,520	48.4
POLICE DEPARTMENT	1,273,712	2,821,057	1,547,345	45.2
POLICE DEPARTMENT - BLUFFDALE	377,038	788,677	411,639	47.8
FIRE DEPARTMENT	823,958	1,682,807	858,849	49.0
BUILDING INSPECTION	189,841	525,606	335,765	36.1
GRANT EXPENDITURES	7,548	109,463	101,915	6.9
STREETS DEPARTMENT	155,020	659,915	504,895	23.5
PUBLIC WORKS DEPARTMENT	218,262	467,925	249,663	46.6
ENGINEERING DEPARTMENT	190,075	415,564	225,489	45.7
PUBLIC IMPROVEMENTS	219,251	512,371	293,120	42.8
PARKS & OPEN SPACES DEPT	374,171	879,668	505,497	42.5
RECREATION DEPARTMENT	47,937	179,302	131,365	26.7
CIVIC EVENTS	34,179	119,065	84,886	28.7
LIBRARY SERVICES	90,319	184,305	93,986	49.0
OTHER USES	0	162,434	162,434	.0
TRANSFERS	172,038	329,860	157,822	52.2
	<u>5,429,061</u>	<u>12,506,913</u>	<u>7,077,852</u>	<u>43.4</u>
	<u>1,459,841</u>	<u>0</u>	<u>(1,459,841)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

STREET LIGHTING SID S.R. FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
STREET LIGHTING SID REVENUE	77,842	135,000	57,158	57.7
OTHER REVENUE	2,492	0 (2,492)	.0
INTEREST REVENUE	594	60,573	59,979	1.0
	<u>80,927</u>	<u>195,573</u>	<u>114,646</u>	<u>41.4</u>
<u>EXPENDITURES</u>				
STREET LIGHTING SID EXPENDITUR	<u>47,352</u>	<u>195,573</u>	<u>148,221</u>	<u>24.2</u>
	<u>47,352</u>	<u>195,573</u>	<u>148,221</u>	<u>24.2</u>
	<u><u>33,575</u></u>	<u><u>0 (</u></u>	<u><u>33,575)</u></u>	<u><u>.0</u></u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

SSD STREET LIGHT SID S.R. FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
SSD STREET LIGHT SID REVENUE	11,219	22,500	11,281	49.9
INTEREST REVENUE	58	69,038	68,980	.1
	11,277	91,538	80,261	12.3
<u>EXPENDITURES</u>				
SSD STREET LIGHT SID EXPENDIT	66,165	91,538	25,373	72.3
	66,165	91,538	25,373	72.3
	(54,888)	0	54,888	.0

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

ZONE 2 WATER IMPROVEMENT SID

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
WATER SID REVENUE	212,637	400,000	187,363	53.2
INTEREST REVENUE	547	0	(547)	.0
	<u>213,184</u>	<u>400,000</u>	<u>186,816</u>	<u>53.3</u>
<u>EXPENDITURES</u>				
WATER SID EXPENSES	8,440	267,231	258,791	3.2
TRANSFERS AND OTHER USES	0	132,769	132,769	.0
	<u>8,440</u>	<u>400,000</u>	<u>391,560</u>	<u>2.1</u>
	<u><u>204,744</u></u>	<u><u>0</u></u>	<u><u>(204,744)</u></u>	<u><u>.0</u></u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

STORM DRAIN-CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
CONTRIBUTIONS & OTHER SOURCES	0	770,273	770,273	.0
IMPACT FEES REVENUE	135,538	255,000	119,462	53.2
	<u>135,538</u>	<u>1,025,273</u>	<u>889,735</u>	<u>13.2</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	311,296	1,025,273	713,976	30.4
	<u>311,296</u>	<u>1,025,273</u>	<u>713,976</u>	<u>30.4</u>
	<u>(175,758)</u>	<u>0</u>	<u>175,758</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

PARKS - CAPITAL PROJECTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	322,058	2,403,532	2,081,474	13.4
	<u>322,058</u>	<u>2,403,532</u>	<u>2,081,474</u>	<u>13.4</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	298,763	2,403,532	2,104,769	12.4
	<u>298,763</u>	<u>2,403,532</u>	<u>2,104,769</u>	<u>12.4</u>
	<u>23,294</u>	<u>0</u>	<u>(23,294)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

ROADS - CAPITAL PROJECTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	547,865	5,445,312	4,897,446	10.1
	<u>547,865</u>	<u>5,445,312</u>	<u>4,897,446</u>	<u>10.1</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	701,926	5,445,312	4,743,385	12.9
	<u>701,926</u>	<u>5,445,312</u>	<u>4,743,385</u>	<u>12.9</u>
	<u>(154,061)</u>	<u>0</u>	<u>154,061</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

PUBLIC SAFE-CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	162,450	1,124,737	962,287	14.4
	<u>162,450</u>	<u>1,124,737</u>	<u>962,287</u>	<u>14.4</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	0	824,737	824,737	.0
TRANSFERS AND OTHER USES	0	300,000	300,000	.0
	<u>0</u>	<u>1,124,737</u>	<u>1,124,737</u>	<u>.0</u>
	<u>162,450</u>	<u>0</u>	<u>(162,450)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

CAPITAL PROJECTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
GRANTS	362,766	0	(362,766)	.0
TRANSFERS AND OTHER SOURCES	476,718	1,799,434	1,322,716	26.5
CONTRIBUTIONS & OTHER REVENUE	354,794	3,690,221	3,335,427	9.6
	<u>1,194,278</u>	<u>5,489,655</u>	<u>4,295,377</u>	<u>21.8</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	<u>934,078</u>	<u>5,489,655</u>	<u>4,555,577</u>	<u>17.0</u>
	<u>934,078</u>	<u>5,489,655</u>	<u>4,555,577</u>	<u>17.0</u>
	<u><u>260,200</u></u>	<u><u>0</u></u>	<u><u>(260,200)</u></u>	<u><u>.0</u></u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

DEBT SERVICE FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
ADMIN FEES	106,888	213,773	106,885	50.0
CONTRIBUTIONS AND TRANSFERS	39,014	78,027	39,013	50.0
BEGINNING BALANCE	0	650	650	.0
	<u>145,902</u>	<u>292,450</u>	<u>146,548</u>	<u>49.9</u>
<u>EXPENDITURES</u>				
DEBT SERVICE	67,690	292,450	224,760	23.2
	<u>67,690</u>	<u>292,450</u>	<u>224,760</u>	<u>23.2</u>
	<u>78,212</u>	<u>0</u>	<u>(78,212)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

WATER FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
UTILITY OPERATING REVENUE	1,924,712	3,340,500	1,415,788	57.6
BOND REVENUE	0	2,565,565	2,565,565	.0
	<u>1,924,712</u>	<u>5,906,065</u>	<u>3,981,353</u>	<u>32.6</u>
<u>EXPENDITURES</u>				
INCREASE IN FUND BALANCE	0	207,359	207,359	.0
WATER OPERATIONS	775,529	1,875,102	1,099,573	41.4
SECONDARY WATER OPERATIONS	2,836,401	3,028,698	192,296	93.7
FUND BALANCE TO APPROP	0	794,907	794,907	.0
	<u>3,611,931</u>	<u>5,906,065</u>	<u>2,294,134</u>	<u>61.2</u>
	<u>(1,687,219)</u>	<u>0</u>	<u>1,687,219</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

SEWER FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
OPERATING & NON-OPERATING REV	1,315,507	2,186,500	870,993	60.2
CONTRIBUTIONS & TRANSFERS	0	520,647	520,647	.0
	<u>1,315,507</u>	<u>2,707,147</u>	<u>1,391,640</u>	<u>48.6</u>
<u>EXPENDITURES</u>				
SEWER OPERATIONS	942,392	2,707,147	1,764,755	34.8
	<u>942,392</u>	<u>2,707,147</u>	<u>1,764,755</u>	<u>34.8</u>
	<u>373,115</u>	<u>0</u>	<u>(373,115)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

WASTEWATER CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	158,012	1,233,863	1,075,851	12.8
	<u>158,012</u>	<u>1,233,863</u>	<u>1,075,851</u>	<u>12.8</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	223,354	1,215,323	991,969	18.4
TRANSFERS AND OTHER USES	0	18,540	18,540	.0
	<u>223,354</u>	<u>1,233,863</u>	<u>1,010,509</u>	<u>18.1</u>
	<u>(65,342)</u>	<u>0</u>	<u>65,342</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

STORM DRAIN ENTERPRISE FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
OPERATING REVENUE	201,556	400,000	198,444	50.4
CONTRIBUTIONS & OTHER SOURCES	666	235,554	234,888	.3
	<u>202,223</u>	<u>635,554</u>	<u>433,331</u>	<u>31.8</u>
<u>EXPENDITURES</u>				
STORM DRAIN OPERATIONS	273,910	635,554	361,644	43.1
	<u>273,910</u>	<u>635,554</u>	<u>361,644</u>	<u>43.1</u>
	<u>(71,687)</u>	<u>0</u>	<u>71,687</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

GARBAGE UTILITY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
OPERATING REVENUE	452,102	851,785	399,683	53.1
INTEREST REVENUE	700	0	(700)	.0
	<u>452,802</u>	<u>851,785</u>	<u>398,983</u>	<u>53.2</u>
<u>EXPENDITURES</u>				
GARBAGE OPERATIONS	377,878	783,663	405,785	48.2
TRANSFERS AND OTHER USES	0	68,122	68,122	.0
	<u>377,878</u>	<u>851,785</u>	<u>473,907</u>	<u>44.4</u>
	<u><u>74,924</u></u>	<u><u>0</u></u>	<u><u>(74,924)</u></u>	<u><u>.0</u></u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

CUL WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
BOND REVENUE	0	1,800,000	1,800,000	.0
CONNECTION FEES REVENUE	430,197	1,164,557	734,360	36.9
	<u>430,197</u>	<u>2,964,557</u>	<u>2,534,360</u>	<u>14.5</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	221,811	2,964,557	2,742,746	7.5
	<u>221,811</u>	<u>2,964,557</u>	<u>2,742,746</u>	<u>7.5</u>
	<u>208,386</u>	<u>0</u>	<u>(208,386)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

2NDARY WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
BOND REVENUE	0	2,000,000	2,000,000	.0
CONNECTION FEES REVENUE	191,131	437,594	246,462	43.7
	<u>191,131</u>	<u>2,437,594</u>	<u>2,246,462</u>	<u>7.8</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	7,893	2,072,008	2,064,115	.4
TRANSFERS AND OTHER USES	0	365,586	365,586	.0
	<u>7,893</u>	<u>2,437,594</u>	<u>2,429,700</u>	<u>.3</u>
	<u>183,238</u>	<u>0</u>	<u>(183,238)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2014

WATER RIGHTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
WATER RIGHTS - DEVELOPER FEES	411,681	500,000	88,319	82.3
INTEREST REVENUE	6,948	300,000	293,052	2.3
	<u>418,630</u>	<u>800,000</u>	<u>381,370</u>	<u>52.3</u>
<u>EXPENDITURES</u>				
WATER RIGHTS EXPENSES	79,354	800,000	720,646	9.9
	<u>79,354</u>	<u>800,000</u>	<u>720,646</u>	<u>9.9</u>
	<u>339,276</u>	<u>0</u>	<u>(339,276)</u>	<u>.0</u>



**Sierra Estates Plat E
Final Plat
February 17, 2015
Public Meeting**

Report Date:	February 10, 2015
Applicant/Owner:	Patterson Homes, Inc
Location:	Approximately 600 West 400 North
Major Street Access:	400 North
Parcel Number(s) & Size:	a portion of 58:034:0496 (~7.81 acres)
Parcel Zoning:	R-3, Low Density Residential
Adjacent Zoning:	A, PC and R-3
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Low Density Residential, Agricultural
Previous Meetings:	2/27/14, PC review of Amended MDA 6/12/14, PC review of Sierra Estates Preliminary Plat
Previous Approvals:	3/25/14, CC approval Amended MDA 7/1/14, CC approval of the Preliminary Plat
Land Use Authority:	City Council
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

- A. Executive Summary:** This is a request for final plat approval for Sierra Estates Plat E which consists of 26 lots within 7.81 acres in the R-3 zone. The property falls within "The Sierra Estates amended Master Development Agreement" that was approved by the City Council on March 25, 2014.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment at their discretion, discuss the proposed final plat, and choose from the options in Section "H" of this report. Options include approval with conditions, continuing the item, or denial.

- B. Background:** The property falls within the Sierra Estates amended Master Development Agreement. The MDA allows 9,000 square foot lots and states that the open space requirements have been met with previous phases.

The Preliminary Plat was approved by the City Council on July 1, 2014. The attached final plat is consistent with the preliminary plat. During the Preliminary Plat review, the City Council agreed that the City would accept long-term maintenance of the park strip along 400 North (no part of the 400 North park strip is included in this plat).

- C. Specific Request:** This is a request for Final Plat approval for Plat E of the Sierra Estates Development.
- D. Process:** Section 19.13.04 of the City Code states that Final Plats require approval by the City Council.
- E. Community Review:** Prior to City Council review of the proposed Final Plat, the Preliminary Plat was reviewed by the Planning Commission at a public hearing on June 12, 2014 and by the City Council at a public meeting on July 1, 2014. Prior to the public hearing with the Planning Commission, 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.

During the public hearing with the Planning Commission and at the City Council meeting, neighboring residents in the Agricultural zone made the following comments:

- Support was given for placing notification on the title and/or plat that neighboring properties have animals and agricultural rights.

However, Plat E does not directly abut the agricultural uses.

- F. 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."

Finding: consistent. The R-3 zoned portion of the Sierra Estates development is a total of 188 units on 74.58 acres; resulting in a density of 2.52 units per acre. The undeveloped R-3 zoned property within the Sierra Estates project, which is included in the preliminary plat, is 28.28 acres with 94 lots; resulting in a density of 3.32 units per acre. These densities are consistent with the general plan for low density residential development.

- G. Code Criteria:** The property is zoned R-3, Low Density Residential. Section 19.04.13 regulates the R-3 zone and is evaluated below.

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 will provide residential building lots that will support single family homes, which are permitted uses in the R-3 zone.

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size in the R-3 zone is 10,000 square feet. The City Council may approve a reduction based on

compliance with specific criteria. These criteria were evaluated during the MDA review and the City Council approved a reduction to 9,000 square feet for the proposed lots.

Setbacks and Yard Requirements: complies. Section 19.04.13(5) outlines the setbacks required by the R-3 zone. These requirements are:

Front: Twenty-five feet.
Sides: 8/20 feet (minimum/combined)
Rear: Twenty-five feet
Corner: Front 25 feet; Side abutting street 20 feet

The typical lot setback detail on the plans indicates compliance with these requirements. The corner lot setback is shown at 25 feet on that detail and may be reduced to 20 feet.

Minimum Lot Width: complies. Every lot in this zone shall be 70 feet in width at the front building setback. The proposed lots are a minimum of 70 feet wide at the front building setback.

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

Maximum Height of Structures, Maximum Lot Coverage, Minimum Dwelling Size: can comply. No structure in the R-3 zone shall be taller than 35 feet. Maximum lot coverage in the R-3 zone is 50%. The minimum dwelling size in the R-3 zone is 1,250 square feet of living space above grade. These requirements will be reviewed by the building department with each individual building permit application.

Open Space: complies. The open space requirements were agreed to with approval of the MDA. The open space requirements for this phase of the Sierra Estates development have already been fulfilled.

Sensitive Lands: complies. Sensitive lands shall not be included in the base acreage when calculating density. All sensitive lands shall be placed in protected open space. 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 shall be comprised of sensitive lands. *There are no sensitive lands within this phase of development.*

Trash Storage: complies. Each future home will have an individual garbage can.

Second Access: complies. Section 19.12.06(1)(e) requires two separate means of vehicular access onto a collector road whenever the total number of dwelling units served by a single means of access will exceed 50. The project currently has two points of access onto a collector road and another access will be added as the remaining land develops.

Phasing: can comply. Section 19.12.02(6) requires City Council approval of phasing plans. Plat E is the next phase of development and requires City Council approval. This is addressed as a condition of approval.

Fencing: can comply. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. In addition, fencing may also be required adjacent to undeveloped properties. A six foot tall tan vinyl privacy fence is recommended along the rear of lots 512-518. This has been included as a condition of approval.

H. Recommendation and Alternatives:

Staff recommends that the City Council review the Final Plat and select from the options below.

Recommended Motion:

"I move that the City Council approve the Sierra Estates Plat E Final Plat, located at approximately 600 West 400 North, with the findings and conditions below:

Findings:

1. The proposed final plat is consistent with the General Plan as explained in the findings in Section "F" of this report, which findings are incorporated herein by this reference.
2. The proposed final plat meets all the requirements in the Land Development Code as explained in the findings in Section "G" of this report, which findings are incorporated herein by this reference.

Conditions:

1. That all requirements of the City Engineer are met, including those listed in the attached report.
 2. That all requirements of the Fire Chief are met.
 3. Plat E may be developed as the next phase of development.
 4. A six foot tall tan vinyl privacy fence shall be installed by the developer along the rear of lots 512-518.
 5. Any other conditions as articulated by the City Council:
-

Alternative Motions:

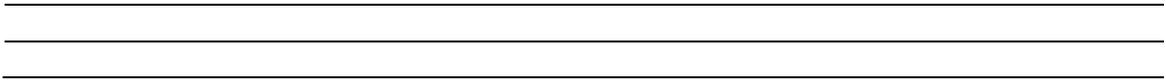
Alternative Motion A

"I move to **continue** the final plat to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision as to whether the application meets the requirements of City ordinances, as follows:

Alternative Motion B

"Based upon the evidence and explanations received today and the following findings, I move that the City Council deny the Sierra Estates Plat E Final Plat, generally located at 600 West 400 North. I find that the application does not meet the requirements of City ordinances as more specifically stated below."

List reasons why the application does not meet City ordinances:



I. Exhibits:

1. Engineering Staff Report
2. Zoning / Location Map
3. Approved Preliminary Plat
4. Proposed Final Plat

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Sierra Estates Plat E
Date: February 17, 2015
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: Patterson Homes, Inc
Request: Final Plat Approval
Location: Approximately 600 W and 400 North
Acreage: 7.81 acres - 26 lots

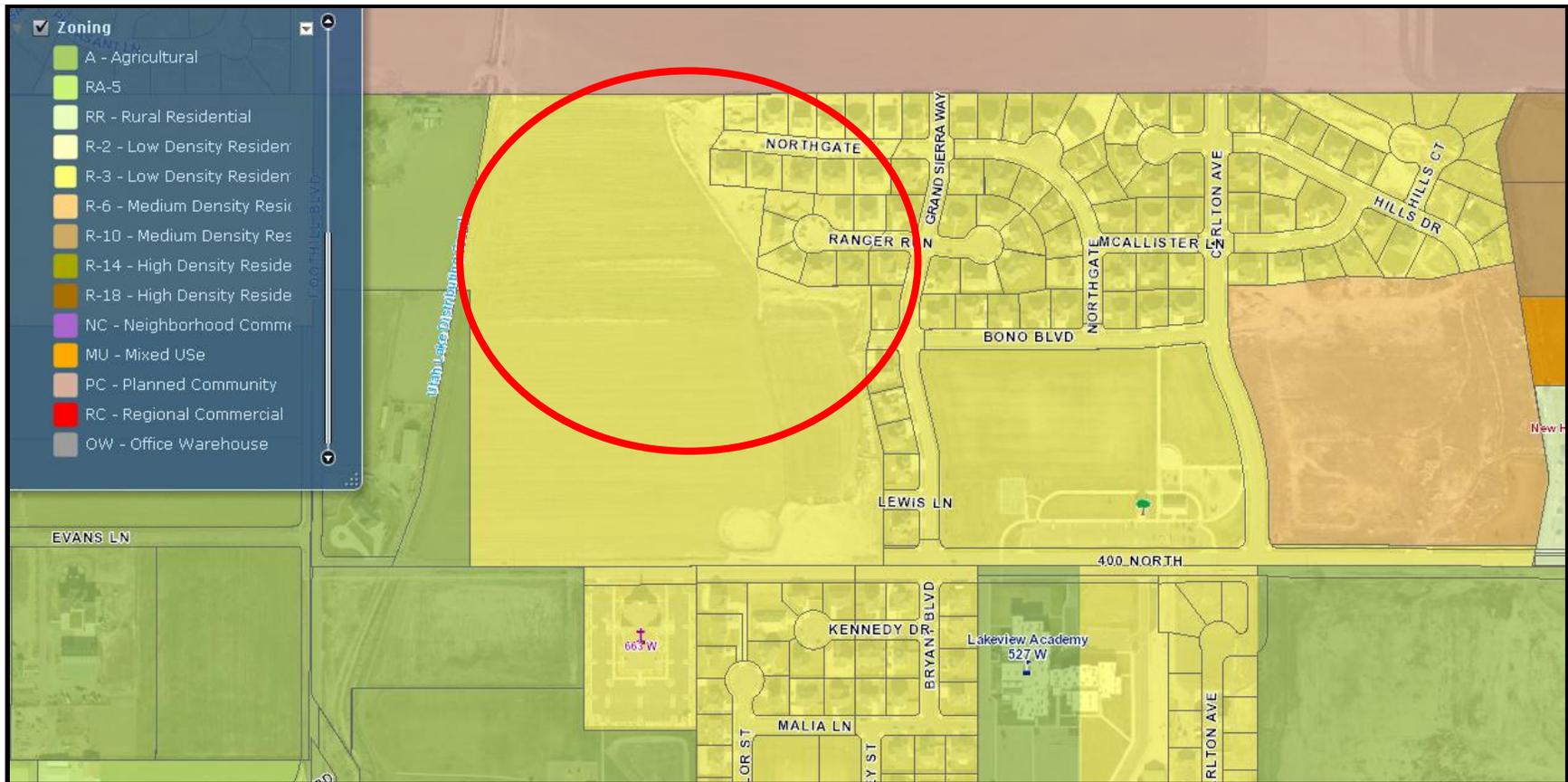
C. Recommendation: Staff recommends the approval of final plat subject to the following conditions:

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 recorded 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 and improvements not located in the public right-of-way. All off-site easements (outside the boundaries of the plat) shall be recorded prior to commencing construction on the project.
- 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. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- M. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.
- N. Developer shall relocate the cutoff swale upland of the lots in the phase of the development.
- O. Existing easements that were recorded with Plat D and that encumber lots in this phase will need to be vacated or amended.



ZONING / LOCATION MAP

SIERRA ESTATES PLAT "E"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



CURVE TABLE

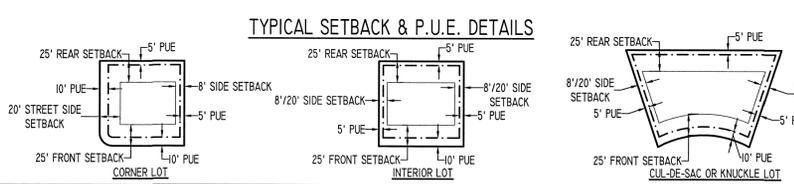
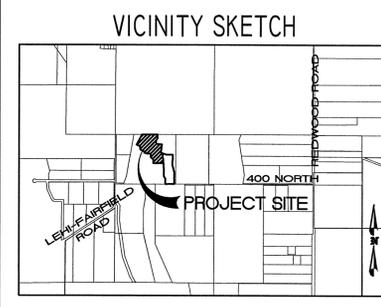
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	200.00	90.54	25°56'15"	89.77	N 77°08'35" W
C2	200.00	223.71	64°05'17"	212.23	N 57°52'11" E
C3	800.00	14.99	0°04'26"	14.99	S 89°32'58" E
C4	15.00	23.56	90°00'00"	21.21	N 45°06'43" W
C5	15.00	23.56	90°00'00"	21.21	N 44°53'17" E
C6	15.00	10.68	40°47'13"	10.45	N 20°16'54" E
C7	55.00	16.96	17°40'09"	16.89	N 31°50'26" E
C8	55.00	65.42	68°09'13"	61.63	N 11°04'15" W
C9	55.00	63.84	66°30'21"	60.32	N 78°24'03" W
C10	55.00	18.47	19°14'43"	18.39	S 58°43'25" W
C11	15.00	10.68	40°47'13"	10.45	S 69°29'40" W
C12	15.00	23.56	90°00'00"	21.21	N 45°06'43" W
C13	172.00	77.86	25°56'15"	77.20	N 77°08'35" W
C14	228.00	57.83	10°32'00"	57.88	N 82°50'43" W
C15	228.00	45.38	11°24'15"	45.31	N 69°52'35" W
C16	15.00	23.56	90°00'00"	21.21	N 70°49'32" E
C17	15.00	23.56	90°00'00"	21.21	N 19°10'28" W
C18	172.00	80.33	26°45'35"	79.60	N 39°12'20" E
C19	172.00	112.06	37°19'41"	110.09	N 71°14'58" E
C20	228.00	2.57	00°38'46"	2.57	N 26°08'55" E
C21	228.00	80.99	20°21'07"	80.56	N 36°38'51" E
C22	228.00	70.98	17°50'17"	70.70	N 55°44'33" E
C23	228.00	70.98	17°50'17"	70.70	N 73°34'50" E
C24	228.00	29.50	07°24'50"	29.48	N 86°12'24" E

- ### NOTES:
- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20__.
 - THE INSTALLATION OF ALL IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
 - PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
 - PLAT MAY BE SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
 - 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.
 - 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.
 - 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.
 - ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
 - LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATIONS AND CC&S'S

DATA TABLE

TOTAL LOTS:	26
ZONE:	R-3
TOTAL DEVELOPMENT:	340,204 SF
TOTAL LANDSCAPE AREA:	88,503 SF
TOTAL IMPERVIOUS AREA:	0 SF
TOTAL LOT AREA:	61,333 SF
DENSITY:	251,701 SF
	4.50 DU/ACRE

- ### 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



 AZTEC ENGINEERING 491 N 450 W OREM, UT 84057	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 APPROVAL BY THE CITY ENGINEER ON THIS _____ DAY OF _____ A.D. 20__ CITY ENGINEER	SARATOGA SPRINGS ATTORNEY APPROVAL BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____ A.D. 20__ SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____ A.D. 20__ LEHI CITY POST OFFICE REPRESENTATIVE
--	--	--	--	---	---

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 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 54-84-2, 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 NORTHEAST 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 WHICH IS S 89°53'16" W 1343.51 FEET AND NORTH 558.51 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 22; RUNNING THENCE S 89°53'17" W 270.06 FEET; THENCE N 00°06'43" W 99.98 FEET; THENCE S 89°53'17" W 67.11 FEET; THENCE N 00°06'43" W 156.00 FEET; THENCE S 89°53'17" W 91.00 FEET; THENCE N 64°10'28" W 91.32 FEET; THENCE N 11°04'15" W 30.14 FEET; THENCE N 64°10'28" W 180.12 FEET; THENCE N 25°40'32" E 77.08 FEET; THENCE N 64°10'28" W 91.32 FEET; THENCE N 28°19'44" E 510.52 FEET; THENCE N 89°54'49" E 416.66 FEET TO A POINT ALONG THE WEST BOUNDARY LINE OF SIERRA ESTATES PLAT "B"; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING EIGHT COURSES: (1) S 00°05'11" E 100.69 FEET, (2) S 34°15'24" W 66.99 FEET, (3) S 00°09'58" E 100.00 FEET, (4) S 89°10'49" E 22.66 FEET, (5) S 85°45'25" E 77.57 FEET, (6) S 84°27'39" E 55.91 FEET, (7) S 06°44'09" W 220.47 FEET, (8) S 69°14'54" E 50.85 FEET TO A POINT ALONG THE WEST BOUNDARY OF SIERRA ESTATES PLAT "D"; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING THREE COURSES: (1) S 00°40'34" W 107.08 FEET, (2) S 17°21'37" E 58.64 FEET, (3) S 00°06'43" E 99.98 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7.81 ACRES

OF LOTS: 26

BASIS OF BEARING: SECTION LINE BETWEEN THE EAST 1/4 CORNER AND THE SOUTHEAST CORNER OF SECTION 22 T5S, R1W, SLB8M BEARING S 00°01'27" W 2650.79 FEET.

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 _____

SIERRA ESTATES PLAT "E"

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 WHEREOF, _____ 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 _____ SAID _____ 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. _____

 CITY MAYOR

 CITY RECORDER
 (SEE SEAL BELOW)

PLAT "E" SIERRA ESTATES

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, 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

RESOLUTION NO. R15-6 (2-17-15)

ADDENDUM TO RESOLUTION OF THE CITY OF SARATOGA SPRINGS PERTAINING TO THE CITY STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL SUBDIVISION LOTS. (Sierra Estates Plat E)

WHEREAS, on May 10, 2001, the City Council adopted Resolution No. 01-0510-01 creating a street lighting special improvement district (the "Lighting SID") consisting of all lots and parcels included within the Subdivisions set out in said Resolution for the maintenance of street lighting within the Lighting SID.

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

WHEREAS, the City Council has given final plat approval to Sierra Estates Plat E, (the "Subdivision") conditioned upon all lots in the Subdivision being included in the Lighting SID.

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

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

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

1. All lots and parcels in the Subdivision be added to and included in the Lighting SID based upon the above findings and the written consent attached as Exhibit 1 to this Resolution.
2. City staff is directed to file a copy of this Resolution, as an Addendum to Resolution No. 01-0510-01 creating the Lighting SID, as required by *Utah Code Ann.* § 17A-3-307.
3. Assessments will be hereafter levied against owners of all lots within the Subdivision on the same basis as assessments are being levied against other lots included in the Lighting SID.
4. The provisions of this Resolution shall take effect upon the passage and publication of this Resolution as required by law.

CONSENT OF OWNER OF PROPERTY
TO BE INCLUDED IN STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT

WHEREAS the City of Saratoga Springs (the “City”), by and through its City Council, has created a Street Lighting Special Improvement District (the “Lighting SID”) to pay for maintenance of street lighting within the subdivisions covered by the Lighting SID.

WHEREAS the undersigned (“Developer”) is the developer of Sierra Estates Plat E Subdivision (the “Subdivision”) located within the City for which the City Council has given or is expected to give final plat approval.

WHEREAS, *Utah Code Ann.* § 17A-3-307 provides that before the completion of the improvements covered by a special improvement district, additional properties may be added to the special improvement district and assessed upon the conditions set out therein. Since the improvements covered by the Lighting SID are the maintenance of street lighting in the Lighting SID, said improvements are not completed so additional properties may be added to the Lighting SID pursuant to said § 17A-3-307.

WHEREAS, the City is requiring that the Subdivision be included within the Lighting SID in order to provide for the maintenance of street lighting within the Subdivision as a condition of final approval of the Subdivision.

WHEREAS, Developer, as the owner of the property covered by the Subdivision, is required by *Utah Code Ann.* § 17A-3-307 to give written consent to having the property covered by that Subdivision included within the Lighting SID and to consent to the proposed improvements to the property covered by the Subdivision and to waive any right to protest the Lighting SID.

NOW THEREFORE, Developer hereby consents to including the lots and parcels within the Subdivision in the Lighting SID. On behalf of itself and all lot purchasers and/or successors in interests, Developer consents and agrees as follows:

1. Consents to have all property covered by the Subdivision and all lots and parcels created by the Subdivision included within the Lighting SID. The legal description and the tax identification number(s) of the property covered by the Subdivision are set out in Exhibit A attached to this Consent.
2. Consents to the improvements with respect to the property covered by the Subdivision -- that is the maintenance of street lighting within the Subdivision. The street lighting within the Subdivision will be installed by Developer as part of the “Subdivision Improvements.”
3. Agrees to the assessments by the Lighting SID for the maintenance of street lighting within the Lighting SID.

4. Waives any right to protest against the Lighting SID and/or the assessments currently being assessed for all lots in the Lighting SID.

Dated this ____ day of _____, 20__.

DEVELOPER:

Name: JF Capital

Authorized

Signature:

Its:

2001273

City Council Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Paul Johnson Water Right Purchase
Date: February 17, 2015
Type of Item: Water Right Purchase



Description:

A. Topic:

This item is for the approval to purchase 80.12 AF of water rights from Paul Johnson.

B. Background:

Paul Johnson owns interest in 2 water rights that have been approved for diversion from the City's secondary wells. Water Right 54-1203 (a32707) covers 62.92 AF and is currently owned by Paul Johnson. This Water Right was approved by the State Engineers office for diversion from the City's secondary water wells but remained in the ownership of Mr. Johnson.

Water Right 54-1204 (a32706) has been previously deeded to the City. When this water was deeded to the City, Mr. Johnson received a credit that was used towards development. To date, he has used 45.72 AF leaving a remaining credit of 17.2 AF.

Mark Christensen and I met with Mr. Johnson on January 15th and discussed purchasing all 62.92 AF of water right 54-1203 and the remaining credit of 17.2 AF left in water right 54-1204 so conditional on the approval of the City Council. Staff negotiated a price of \$3,012 per AF based on that being the City's current water right fee. Mr. Johnson accepted this offer and is prepared to close immediately pending the Council's approval.

C. Analysis:

These water rights are valuable to the City because the State Engineer has made it increasingly difficult to move additional water into our wells and this 80.12 AF is already approved for use from our secondary wells. The proposed purchase price of \$3,012/AF is a good value considering the city has paid up to \$3,500/AF for other secondary water as recently as 2012.

The City's current budget includes \$400,000 in GL# 58-5800-407 for water right purchases in this fiscal year; no purchases have yet been made therefore a budget amendment is not required for this transaction.

Recommendation: I recommend that the City Council approve the purchase of the aforementioned water right and water right credit in the amount of \$241,321.44.

WATER RIGHT AND CREDIT PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of _____, 2015, by and between PAUL JOHNSON, (“Seller”), and the CITY OF SARATOGA SPRINGS, (“City”).

RECITALS:

A. Seller is the owner of Water Right 54-1203 (a32707) covering 62.92 acre feet of water. This water right is approved for diversion in Utah County from secondary water wells owned by the City for municipal purposes.

B. Seller is also the owner of water credits with the City, which were acquired when Seller previously deeded 62.92 acre-feet to the City under Water Right 54-1204 (a32706) and the City granted the Seller a credit for those water rights. To date, Seller has used 45.72 acre-feet of these credits leaving Seller with a remaining credit of 17.2 acre-feet.

C. Seller agrees to sell and the City agrees to purchase from seller the full 62.92 acre feet in Water Right 54-1203 (a32707) (“Water Right”) and the remaining 17.2 acre feet of credits in Water Right 54-1204 (a32706) (“Water Credit”) upon the terms herein provided.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms set forth herein and other good and valuable consideration, the parties hereby agree as follows:

1. Agreement to Sell and Purchase – Purchase Price. Seller hereby agrees to sell to City and City hereby agrees to purchase from Seller the Water Right and Water Credit, for the consideration stated herein and upon the terms and conditions hereinafter set forth. The purchase price shall be \$3,012.00 per acre-foot of water for a total purchase price of \$241,321.44 (“Purchase Price”).

2. Title Insurance – Acceptance of Title. Seller shall provide a preliminary commitment for a title insurance policy in the name of City for the Water Right within 5 business days after the execution of this Agreement. City shall have five business days from receipt of the preliminary title commitment to accept title or give written objections to title. Failure to give notice of objections shall be deemed acceptance of title by City. Seller shall have five business days from receipt of notice of objections to title to satisfy and cure such written objections. If Seller shall fail to cure City’s objections within said five business days, City may waive such objections and accept title or City may reject title and terminate this Agreement by written notice to Seller within ten business days of notice to Seller of City’s title objections. Upon the recording of the Special Warranty Deed from Seller to City, a standard Owner’s title insurance policy based on the

preliminary commitment shall be issued insuring fee title in City in the full amount of the Purchase Price subject only to the Permitted Exceptions. Seller shall pay the premium for the title policy and the cost of recording the Special Warranty Deed.

3. Sellers' Representations and Warranties. Seller represents and warrants as of the date hereof and as of closing that:

3.1 Seller has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement.

3.2 Seller has not entered into any agreement nor does it have notice or knowledge as to any order, action, or proceedings pending that would prevent Seller from conveying the Water Right to City free from any lien, encumbrance, claim, or cloud on the title to the Water Right.

3.3 Seller has not entered into any agreement nor taken any action or proceeding, and Seller does not have notice or knowledge of any agreement, order, action, or proceeding, that has committed the Water Right or Water Credit so as to prevent the Water Right or Water Credit from being used in the City of Saratoga Springs or from being lawfully conveyed to the City of Saratoga Springs without encumbrances.

4. City's Representations and Warranties. City represents and warrants as of the date hereof and as of closing that:

4.1 City has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement.

4.2 City has not entered into any agreement nor does it have notice or knowledge as to any order, action, or proceedings pending against City that would prevent City from purchasing the Water Right and Water Credit.

4.3 City's representative signing this Agreement is authorized to do so on behalf of City.

5. Time and Place of Closing. The closing of the sale of the Water Right and Water Credit shall take place at a mutually agreed place, date, and time no later than 30 calendar days from the date of this Agreement.

5.1 Payment of the Purchase Price at Closing. At closing, City shall cause the Purchase Price to be paid in certified funds to an escrow agent mutually acceptable to Seller and City.

5.2 Deed to be Delivered by Seller. At closing, Seller shall execute and deliver to City a Warranty Deed and Assignment conveying the Water Right and Water Credit in the form attached hereto as Exhibit A.

6. Miscellaneous Provisions.

6.1 Time is of the Essence. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.

6.2 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been sufficiently given when delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, addressed as follows:

To City: City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84043
Attention: Jeremy Lapin, City Engineer
E-mail: jlapin@saratogaspringscity.com
Telephone: 801-766-9793 Ext. 137

To Seller: Paul Johnson
99 East State Street, Suite 200
Eagle, Idaho 83616
E-mail: johnsonwindsor@aol.com
Telephone: 801-377-3100

6.3 Covenant of Further Assurances. 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 intents and purposes of this Agreement.

6.4 Construction. This Agreement shall be governed and construed in accordance with the laws of the State of Utah. All section titles or captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement.

6.5 Waiver. No failure or delay in exercising any right, power, or privilege under this Agreement on the part of any party shall operate as a waiver thereof. No waiver shall be binding unless executed in writing by the party making the waiver.

6.6 Attorneys' Fees. 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.

6.7 Counterparts. This Agreement may be executed in counterparts, which when compiled, shall constitute an original.

6.8 Limitation of Liabilities. The parties hereto expressly agree that in no event shall the parties, or their directors, officers, employees, agents, affiliates, successors in interest, or assigns, be liable for any consequential or punitive damages, including, but not limited to, damages related to loss of profits, income, or business that may arise out of, or be based in any way on, this Agreement; however caused, under any theory of liability in law or equity or pursuant to any claims of any and every kind and description.

6.9 Incorporation of Recitals. The recitals stated above are incorporated herein by this reference and made material terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

CITY OF SARATOGA SPRINGS

Mark Christensen, City Manager

ATTEST:

Recorder

PAUL JOHNSON

By: Paul Johnson

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as owner of the aforementioned Water Rights and Water Credits

My Commission Expires: _____
Notary Public
Residing at: _____

**City Council
Staff Report**

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Waldo Water Right Purchase Agreement
Date: February 17, 2015
Type of Item: Purchase Agreement



Description:

A. Topic:

This item is for the amendment of a water right purchase and credit contract with Waldo Co. Ltd. as well as for the purchase of 42.187 AF of water under water right 54-1278 (a37898). This new agreement would amend a 2008 agreement for water right 54-622 (a33123) as well as establish a price per acre-ft in the event the City desired to purchase the water. The water covered under both water rights has already been approved for diversion from the City's secondary wells.

B. Background:

The City entered into a purchase agreement with Waldo in 2008 for 282.83 acre-ft of water. At that time Waldo deeded the water rights to the city in exchange for a water right credit that could be used for the development of Waldo's property or for Waldo to sell to other parties for development within the City. The agreement also gave the City the option to purchase some or all of the rights at a price of \$3,500 per acre-ft. In November of 2012 the City and Waldo was successful in getting the Utah Division of Water Rights to approve an additional change application covering 42.187 acre-ft of water. Waldo contacted the City and offered to deed this additional 42.187 acre-feet to the city if it could be added to the original purchase agreement. City Staff met with Waldo in January of 2015 and negotiated amending the existing agreement covering 282.83 acre-feet of water and to purchase the 42.187 acre-feet of water at \$3,500 per acre-foot contingent upon the approval of the City Council.

C. Analysis:

If the City approves the amendment of the purchase agreement, Waldo will continue to have 282.83 acre- feet of secondary water right credits that may be used for development within the City and the City will acquire 42.187 acre-feet of new secondary water rights to meet the existing demands of development. These water rights are valuable to the City because the State Engineer has made it increasingly difficult to move additional water into our wells and this additional 42.187 is already approved for use from our secondary wells.

The City's current budget includes \$400,000 in GL# 58-5800-407 for water right purchases in this fiscal year; with the Paul Johnson Purchase Agreement of \$241,321.44 there will still be \$158,678.56 remaining in the budget for water right purchases. Therefore a budget amendment is not required for this transaction.

Recommendation: I recommend that the City Council approve the request to enter into a new water right credit and purchase agreement with Waldo. The Purchase of 42.187 acre-feet of water at \$3,500 per acre-foot will result in a total purchase price of \$147,654.50.

When Recorded, Mail To:
City of Saratoga Springs
1307 North Commerce Drive Suite 200
Saratoga Springs, Utah 84045

WATER RIGHT CREDIT AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2015 by and between the CITY OF SARATOGA SPRINGS (the "City") and WALDO COMPANY ("Waldo").

RECITALS:

A. Waldo as the owner of Water Right No. 54-622, change application a33123, covering 282.83 acre feet of water (the "Water Right"), entered into a Water Right Credit and Purchase Agreement dated July 30, 2008 with the City (the "2008 Credit Agreement").

B. Subsequent to entering into the 2008 Credit Agreement, Waldo desired to attempt to increase the amount of water covered by the Water Right because it believed that the Water Right had been wrongfully reduced by the Utah Division of Water Rights (the "Division") during the change application process. The City agreed to cooperate with Waldo in those efforts and agreed that if Waldo was successful in increasing the amount of the water covered by the Change Application, they would amend the 2008 Credit Agreement to cover the increased amount of water.

C. The Division decided to segregate the amount of additional water that Waldo was claiming into another water right and to take whatever action it deemed to be appropriate with regard to the segregated water right. By approved segregation application, the Division created Water Right 54-1278 covering 42.187 acre feet of water (the "New Water Right").

D. Waldo filed change application a37898 to change the New Water Right to a municipal secondary water right for use within the City and to allow the water to be diverted from some of the City's secondary wells. Change Application a3789 was approved by Order of the State Engineer dated October 16, 2012. With the approval of that change application, the New Water Right can be used in the same manner and for the same purposes as the Water Right.

E. The purpose of this Amended Agreement is to convey the New Water Right to the City as well as replace the 2008 Credit Agreement with the Agreement herein, which Agreement is intended to be a clearer statement of the rights and obligations of the parties and to incorporate the New Water Right.

F. Any reference to "Water Right" hereinafter shall be interpreted to include both the prior Water Right as well as the New Water Right.

G. This Agreement supersedes and replaces the 2008 Credit Agreement. Any reference hereinafter to "Credit Agreement" or "Agreement" shall be interpreted to mean the Agreement herein.

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 and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Conveyance of Water Right.

- a. The Water Right is being conveyed to the City by Waldo by deed so that that the City can maintain the Water Right including the filing of non-use applications, requesting extensions of time in which to file proof on the Water Right, and the filing of new change applications.
- b. In the event of litigation or other action necessary to determine that the Water Right is valid and has not been forfeited due to non-use for circumstances that occurred prior to the City's ownership, City and Waldo agree to share equally the costs of such litigation or other action, including the hiring of outside counsel by City. This agreement to share in the costs of litigation or other legal action shall extend for a period of 15 years (through October 16, 2027) the statute of limitation for non-use, from the date of approval by the State Engineer for change application a3789.
- c. In the event a final, non-appealable determination is made that the Water Right has been terminated under nonuse laws, or in the event Waldo or the City decide not to continue efforts to contest litigation, Waldo shall fully reimburse the City any payments made on such Water Rights or, if those Water Rights have been applied to a development, Waldo agrees to purchase additional Water Rights, equal in number and quality to those applied to a development, from the City to cover those lost due to the determination.

2. Waldo's Use of Water Right Credit.

- a. In consideration for conveyance of the Water Right to City, the City shall compensate Waldo in the amount of \$3,500 per acre-foot for the 42.187 acre-feet in Water Right 54-1278; the total amount to be paid to Waldo by the City shall be \$147,654.50. Waldo shall continue to have a Water Right Credit with the City in the total amount of 282.83 acre feet covered by Water Right 54-622 (hereinafter "Credit") (any reference to "Credit" in subsequent paragraphs shall include all or any portion of the Credit). Any portion of the Credit may be used to meet the secondary water right requirements of City ordinances and standards for development within the City.
- b. The closing of the sale of the Water Right 54-1278 (covering 42.187 acre-feet at \$3,500 per acre-foot) shall take place at a mutually agreed place, date and time no later than 30 calendar days from the date of this Agreement. At closing, City shall cause the Purchase Price to be paid and Seller shall execute and deliver to City a Warranty Deed and Assignment conveying the Water Right in a form acceptable to the City.
- c. Except as provided in section 3 below, the Credit may be used by Waldo in whole or in part for the development of Waldo's property within the City as provided in City ordinances and standards, or the Credit may be conveyed by Waldo in whole or in part to other parties for development within the City.
- d. In the event Waldo sells or otherwise conveys the Credit to any party other than the City, Waldo shall give 30 days advance written notice of the sale of the Credit to the City. The Credit shall not be deemed sold until a notarized notice is provided to the City.

- e. If Waldo desires to use the Credit, Waldo shall give 30 days advance written notice that it is committing the Credit for any development in accordance with City ordinances and standards. The Credit shall not be deemed committed to Waldo's development until the City receives a notarized notice of such commitment.

3. City's Option to Purchase.

- a. Waldo's water right credit shall extend for a period of ten (10) years from the date of this Agreement. At any time during that ten year period, Waldo or the City may complete a purchase of any portion of the Water Right Credit (if such portion has not been committed for approved development or sold to another party) if agreed to by both parties. In the event there are Water Right Credits remaining at the end of ten years from the date of this Agreement, then the City shall be entitled to purchase any portion of the Water Right Credit that has not been committed for approved development or sold to another party. If at the end of the term of this Agreement there are Water Right Credits remaining and the City elects not to purchase them, then the agreement shall automatically extend for an additional five (5) years. The City shall have to right to purchase any remaining Water Right Credits at any time during the extension period. If at the end of the 5 year extension period there are remaining water right credits and the City does not elect to purchase them, the City shall transfer by deed any remaining Water Right Credits back to Waldo.
- b. The purchase price for Water Right Credits subject to the previous paragraph shall be \$3,500 per acre foot or equal to the highest price per acre foot that the City has paid to purchase other secondary water rights within the previous 5 years, whichever is greater.
- c. The purchase of Water Right Credit(s) by the City shall be deemed to have been completed and mutually accepted upon Waldo's deposit of the check for the purchase of such Credit(s).

4. Term of Agreement.

- a. This Agreement shall terminate at the earlier of: (a) the disposition of the Credit due to the City's purchase, use by Waldo for development, and/or selling to another party; or (b) fifteen years from the date of this Agreement.

5. Limitation of Credit to Secondary Water Only. The Water Right has only been approved for diversion of water from the City's secondary wells and therefore the Credit can only be used to meet the secondary water requirements for development in the City. In order to use the Credit, Waldo, or its successors and assigns, must comply with all requirements of the City's ordinances and standards, including but not limited to payment of secondary water impact and connection fees and construction of secondary water facilities needed to provide secondary water service to the development.

6. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission ("Fax"), or be mailed by first class or express mail, addressed as follows:

City of Saratoga Springs
Attn: Jeremy Lapin

1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84032

Waldo Company
Attn : Jim Davis
801-367-3664

- 7. Incorporation of Recitals. The recitals at the beginning of this Agreement shall be incorporated herein by this reference and made a part hereto.
- 8. Successors and Assigns. The rights and obligations herein shall be deemed to transfer to successors and assigns of Waldo and to subsequent owners of the Water Right or Credit, whether or not there has been an executed assignment.
- 9. Representations and Warranties. Waldo represents and warrants as of the date hereof and as of closing that:
 - a. Waldo has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
 - b. Waldo has not entered into any agreement nor does it have notice or knowledge as to any order, action or proceedings pending that would prevent Seller from conveying the Water Right to City free from any lien, encumbrance, claim or cloud on the title to the Water Right..
 - c. Waldo has not entered into any agreement nor taken any action and Seller does not have notice or knowledge of any agreement, order, action or proceeding that has committed the Water Right so as to prevent the Water Right from being used in the City of Saratoga Springs.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first hereinabove written.

CITY OF SARATOGA SPRINGS

By: _____
Its: _____

ATTEST:

City Recorder

WALDO COMPANY

By: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me
, who being by me duly sworn did say that he/she is the _____ of

Waldo Company, and that the foregoing instrument was signed on behalf of Waldo Company by proper authority.

NOTARY PUBLIC

Residing in _____ County, _____.

City Council Staff Report

Author: Mark T. Edwards
Subject: Pavilion Purchase
Date: February 17, 2015
Type of Item: Purchase Approval



Description:

- A. **Topic:** This item is for the approval to allow Staff to purchase a pavilion that will be installed by a pre-qualified contractor in the future Shay Park project.
- B. **Background:** This pavilion has been identified as an integral feature by the Design committee for the newly designed park in Aspen Hills. In order to save considerable funds, Staff recommends that the City pre-purchase the pavilion directly from the vendor and install it when the park is constructed this coming summer. The vendor, Play Space Design has the State Contract to provide municipality's large custom pavilions at a pre-negotiated price. If purchased by the City before February 28, the manufacture is offering a discounted rate for the freight.
- C. **Analysis:** Staff has provided the Council with a quote from Play Space Design for the purchase of the pavilion. The Quote provides two options; the first option shows the costs for the pavilion if the City's contractor were to order the structure. The Contractor would almost certainly add their standard overhead fees onto this cost option which will increase this price. The second option is what the City pays for the structure under the State Contract which will save an additional 35% plus a \$250 Engineering fee. The freight discount is available to either party if purchased prior to February 28, 2015,
- D. **Recommendation:** Staff recommends that the City Council approve the purchase of the pavilion from Play Space Design for \$65,388. These funds will be subtracted from the budget provided in the GL Account 32-4000-693.

Lori A. Yates

From: Mark Edwards
Sent: Sunday, January 18, 2015 4:33 PM
To: Mark Edwards
Subject: FW: Saratoga Springs RR Park Playground Packet

From: Diana Ross [<mailto:playspace2@earthlink.net>]
Sent: Monday, January 05, 2015 1:04 PM
To: Hugh Holt; Mark Edwards
Cc: Mark Jarvis
Subject: Re: Saratoga Springs RR Park Playground Packet

happy New Year, Just wanted to let you know two things about the price on the shelter I quoted you for Railroad Park:

1. I quoted it on the state contract which gave you a 35% discount. This contract is up on March 31, and when/if renewed, the state is unsure whether they will continue the "custom" clause of the contract.
2. You received a discounted freight rate on the quote. Poligon has let me know what this discounted freight program is over for me. As of 2/28/15, my customers will return to full freight rates.

Thanks, diana
Diana Ross
PlaySpace Designs
diana@goplayspace.com
801.274.0212/800.840.5410
(f) 801.274.0214
www.goplayspace.com



On Nov 19, 2014, at 1:09 PM, Hugh Holt wrote:

Here is the base file.

Hugh
On 11/19/2014 1:01 PM, Diana Ross wrote:

Hello again. do you have this in autocad? thanks

Diana Ross
PlaySpace Designs
diana@goplayspace.com
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(f) 801.274.0214

www.goplayspace.com

<Mail Attachment.gif>

On Nov 17, 2014, at 9:56 AM, Hugh Holt wrote:

Diana,

As per our conversation, here is the Saratoga Springs RR Park packet.
Let me know if there are any questions.

Hugh

--

<Hugh.jpg>

<Saratoga Springs RR PARK Playground Info PACKET.pdf>

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<SHAY PARK BASE.dwg>

poligon®

SHAY PARK

SARATOGA SPRING, UT
CUSTOM REK 33x51



FRAME COLOR: **ALMOND**
ROOF COLOR: **BRANDYWINE**

COLORS SHOWN ARE FOR REFERENCE ONLY.
CONTACT INFO@POLIGON.COM TO REQUEST ACTUAL COLOR SAMPLES.



ESTIMATE

12.1.14

VALID 30 DAYS

prepared by D. Ross

Phone: 801-274-0212/800-840-5410

email: playspace2@earthlink.net

PRODUCT: POLIGON/#96389

OPTION 1: CONTRACTOR PURCHASED WITHOUT DISCOUNT

DESCRIPTION	EXT
CUSTOM REK 33X51TGSS: 33x51 gable-roof shelter with tongue and groove roof deck and standing seam roofing in standard Poligon color per designer's sketch. W/ Poli 5000 coating system, 12" SQ columns, anchor bolts, hardware coated to match frame, gable ornamentation in both ends, electrical access with 8 electrical cutouts. Wind load: 115MPH; ground snow load: 43# PSF. Column wraps should not be attached directly to frame and should be considered during foundation design	\$87,520
Engineering	\$250
Freight	\$8,500
Tax	\$5,995.12
TOTAL	\$102,265.12

OPTION 2: CUSTOMER PURCHASED ON UTAH STATE CONTRACT #PD2096 W/ PRE-NEGOTIATED 35% DISCOUNT FOR CUSTOM STRUCTURE

DESCRIPTION	EXT
CUSTOM REK 33X51TGSS: 33x51 gable-roof shelter with tongue and groove roof deck and standing seam roofing in standard Poligon color per designer's sketch. W/ Poli 5000 coating system, 12" SQ columns, anchor bolts, hardware coated to match frame, gable ornamentation in both ends, electrical access with 8 electrical cutouts. Wind load: 115MPH; ground snow load: 43# PSF. Column wraps should not be attached directly to frame and should be considered during foundation design	\$56,888
Engineering	N/C
Freight	\$8,500
Tax	T/E
TOTAL	\$65,388

notes

- 1) Equipment required for off loading. 2) Inventory product within 5 days of receipt. 3) Payment net 30 days.
- 4) Customer/Contractor responsible for accuracy to plans and specifications. 5) Freight has been quoted for single delivery. 6) If multiple deliveries are required by customer, additional costs will apply. 7) Customer will be prepared to receive material upon delivery. 8) If unable, customer is responsible for all additional storage and/or reconsignment charges. 9) Installation not included.

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City of Saratoga Springs
City Council Meeting
February 3, 2015

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

Work Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

Staff: Scott Langford, Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman,
Jeremy Lapin, Nicolette Fike

Others: Nate Brockbank, Nate Shipp, Josh Romney, Paul Linford, Dan Griffiths, Rick Davis, Matt
Niepraschk, Alita Wilkinson, Laura Ault

Call to Order - 5:35 p.m.

1. Update from the SPAC Committee.

Dan Griffiths reported that they have gotten positive feedback from their surveys. They are pleased with the way things are headed and the sense of community they have found. We need to make sure the City is looking at the long term. He introduced the members of the committee, Rick Davis, Matt Niepraschk, Alita Wilkinson.

Councilman Poduska asked if they found any significant difference working with this community vs. others.

Dan Griffiths found that people in this community were much more engaged than other cities. He noted that

Rick had read every survey and he would make sure Owen had that information to give the Council.

Rick Davis felt the priorities here were that people liked the unique environment and high quality of life. You will find the reason people moved here are paramount as you move forward.

Councilwoman Call thanked them for their time. Sometimes the Council gets caught up in the details and this helps us look at the broad perspective and the directives to see that we are still following the vision.

Councilman McOmber commented that this shows that they are on track as they try to implement policies for the city. He thanked them and wanted to make sure their work was recognized.

2. Discussion of amendments to Code addressing undesirable utility locations.

Jeremy Lapin noted his staff met last week and discussed a variety of issues. They identified a concern with their process. He has put together a policy proposal for reimbursements and easements. How do you craft a code that selectively addresses some issues without taking a broad brush and having unintended consequences. He would like to come back later with this. When it comes to easements they think the policy should be that for residential developments the easement should be recorded prior to beginning construction. For non-residential the easements would be required prior to occupancy. This is for public and private, not just easements being dedicated to the city. This would help address issues they have seen.

3. Discussion of upcoming reimbursement agreements with Edge Homes (Talus Ridge) and DR Horton (Legacy Farms).

Talus Ridge would like to work with the city on a variety of system improvements. One is the storm drain another is the waterlines along Talus Ridge blvd. Most likely they will try to get storm drains, that way they can get impact fee credits; the other is the large diameter water lines to facilitate future development. He will be bringing back a more specific agreement at a later time.

Councilwoman Call wondered if we were involved in the bids? How do we justify the cost where the developer is undertaking the cost but are not accountable to taxpayers. How do we insure it's a fair cost?

52 Jeremy Lapin explained some checks they have, one is if it is close to the Engineers estimate, another is
53 impact fee credits they can look at. They can look at the bids and see if they are reasonable.
54 Kevin Thurman thought they were legitimate concerns and they could look at what the State law
55 requirements are for putting it out to public bid.
56 Councilwoman Call asked if we have an engineering estimate for a project and their bid comes in low, do we
57 make up the difference? We need to consider those things.
58 Mark Christensen thought they were good points most of the bid will not change on small upsizes but
59 significantly larger they will have to look at. Generally speaking developers say they can build it cheaper
60 than we can. There is some advantage to not having to follow our ridged process. We do go over them
61 line item by line item. We do break it down significantly. We can do that with you if you would like.
62 Councilwoman Call wants to make sure we are creating policy that looks at all the option and repercussions
63 that could happen, making sure we are doing it as right as we can.
64 Jeremy Lapin said there is a distinction between a developer building a system improvement that is on our
65 impact fee and one that is not. They are entitled to the full reimbursement if it is. In this instance their
66 request is that this storm line be in the impact fee facility plan and they get a full reimbursement credit.
67 They have looked at the whole project and said these are the certain items we want to work with the city
68 on. DR Horton, we are installing a secondary water line all the way down Redwood Road to Grandview.
69 They are installing one to the south for upsize. That would be the incremental upsize that we are asking
70 for a bid from their contractor for both sizes. They are also doing the sewer.
71 Councilman Poduska asked about timeline.
72 Jeremy Lapin said they have to do this for their very first house.
73 Mark Christensen said they would like to start their system improvements by early May and be done by fall.
74 Councilman McOmber asked how many cuts across Redwood Road.
75 Jeremy Lapin replied that Tickville and the secondary water are the two big ones. We need to encourage
76 solutions that do not restrict the level we have now. For these projects with DR Horton, building these
77 portions we would only have to do the little portion. We could possibly fund this without a bond. Their
78 goal is to bring these at preliminary plat.
79

80 **4. Discussion of The Springs Annexation Master Plan located west of Wildflower and Harvest Hills,**
81 **south of Camp Williams, Western State Ventures, applicant.**

82 Kimber Gabryszak went over the project with the Council. The Annexation is currently in process. They are
83 bringing in additional parcels for continuity. There is high density proposed nearer the industrial areas of
84 Eagle Mountain and larger lots nearer Camp Williams. The densities requested in the pods are below the
85 maximum available. The total proposed units they are requesting are 1770 including non-residential
86 units.
87 Mark Christensen noted they met with the Church and said for about every 450-500 units it equals 1 church
88 building site.
89 Kimber Gabryszak noted the parcels that were owned by HADCO, aka JD V and JD VI, and they have
90 requested to be brought in under industrial zone. They have also requested a large buffer zone. The other
91 parcels they are proposing to bring in under agricultural. She noted that HADCO had requested a large
92 buffer zone. Kimber Gabryszak reviewed what the Planning Commission had discussed.
93 Councilwoman Call wanted to discuss the request for the buffer zone. She felt it was a little ridiculous. She
94 asked what the current operations were on those properties.
95 Kimber Gabryszak said they have asked the applicants for verification of use for mining and they have not
96 received any verification of what they are doing. They also expressed a desire for relocation of their
97 headquarters.
98 Councilwoman Call thought there was a lot of work to do in that area. She appreciates that the unit numbers
99 are coming in lower. She would encourage some commercial potential.
100 Nate Brockbank noted that they would be open to it.
101 Councilman McOmber also noted that there is some potential for commercial.
102 Councilwoman Call said she was pleased with the total ERU's. She noted they needed tabulation on sensitive
103 lands.
104 Nate Brockbank noted that some of the sensitive lands will be used in their landscaping and trails and parks.

105 Councilwoman Call appreciated the open space but if she had to choose between open space and density she
106 would choose the lower density.

107 Councilman McOmber thought this was a great product, especially viewing what they are abutting. It's
108 exactly what would be needed in this area. He is not concerned with the high density in the front entrance
109 because he knows they will make it look good.

110 Nate Brockbank indicated that they would like to talk more about the commercial possibilities; they don't
111 love the high density right at their entrance.

112 Councilman McOmber doesn't agree with the blast zone they are asking for, it needs to be fair.

113 Nate Brockbank noted they have reached out to John Hadfield and he felt like he had to ask for that to protect
114 himself but there are no laws that say they need that. They have hired a consulting firm to test when he is
115 blasting. They don't think it would affect the houses there.

116 Councilman McOmber doesn't have a problem with the shaking. He thought perhaps for the industrial zone,
117 maybe they could do a conditional use because right now they are not mining that.

118 Mark Christensen said their argument is that they had always intended it for this industrial use they don't
119 have the choice now to go to Eagle Mountain because they are under this annexation process. It's a
120 question of how the Council wants to do this. This is being presented as part of their request

121 Councilman McOmber is not comfortable with zoning industrial so close to residential but he can understand
122 a continuing use based on what they are already doing. He would rather do a feathering use. He thinks
123 they are ready to move forward.

124 Councilwoman Baertsch appreciates the tables they have done and the ERU's. She thinks they are close on
125 the densities; she is a little uncomfortable with the R18 and 4 story apartments. In general the
126 presentation needs some cleaning up and making sure everything is according to code. She thinks
127 HADCO needs to take some of the responsibility of the buffer on themselves. She asked if the
128 agricultural is what we want to do here or do we need to do an Open space zone.

129 Kimber Gabryszak noted we would not have the open space zone complete in time.

130 Kevin Thurman noted the zoning is really only a level of regulation as far as density. They have the zoning to
131 have the flexibility of the lot sizes but they won't be allowed to exceed the total density.

132 Nate Brockbank noted they would have green space in each pod.

133 Councilman Poduska liked the concept of what is being done, especially considering the industrial they are
134 up against. He had concerns about the R2 and R3 and asked about the elevation, would it be high enough
135 to see over 4 story apartments?

136 Josh Romney noted it was high enough and they are looking at ways to buffer the view of the industrial area.

137 Councilman Poduska thought a commercial aspect near MVC would be worth looking into. He is not in
138 agreement with the buffer zone asked for.

139 Nate Brockbank noted that they have dropped asking for the 40' building. They are staying with the 35' in
140 the R18.

141 Josh Romney clarified that they could do 4 story office buildings. (yes.)

142 Mayor Miller thanked them for doing this plan and they looked forward to them coming back.

143 Nate Brockbank said the typography would make the development unique.

144 Kevin Thurman noted that the road known as Old military road would need to be vacated by the city and
145 there was some dispute among the property owners as to whether it was a public road. They need to get
146 all the parties to figure out where to send all the big truck traffic.

147 Nate Brockbank noted they had hired a traffic engineer who is giving them alternative routes, he is finishing
148 up his reports and they will sit down with everyone. He thinks the engineer has a great resolution. They
149 will also work with DAI.

150
151 **5. Agenda Review:** Item skipped.

152 **a. Discussion of current City Council agenda staff questions.**

153 **b. Discussion of future City Council policy and work session agenda items.**

154
155 **6. Reports:**

156 **a. Mayor.**

157 **b. City Council.**

158 Councilman Poduska noted they had cleared some Urban Design proposals for some townhomes coming
159 in. there is a small tractor company looking to come in that would like an outdoor garden for
160 displays, they are looking at property across from Walmart.

161 Councilwoman Baertsch noted they had been going up to legislature; Chief Burton has been involved
162 with the Police Association on the body cam issues. There is some legislation on political
163 subdivision; there is some push from some Council's to get rid of the Mayor's office.

164 Mark Christensen said he sat on the committee a few years ago and the concession point was that they
165 could only add or remove the mayor vote with a mayor's vote.

166 Councilwoman Baertsch they are pretty certain it won't get out of committee. Another issue is talking
167 about auto dealerships. Utah has the largest protection radius between dealerships. There was a bill
168 suggestion that your sales tax from Auto Dealers would go where you live. There is also concern
169 with online purchasing of automobiles from dealerships. There are a few other bills to watch.

170 Councilman McOmber wanted to bring up some items to follow up on; he is getting done when it comes
171 to signs on roads with bad directions. He thinks it might be good to state the miles on the signs and
172 other directional helps. He would like a report on to why the sign coming into the city on Redwood
173 road wasn't working.

174 Councilwoman Call said the Chamber of Commerce is now doing a business of the month award. EDCQ
175 would like to have the project managers back out, they may want to hold off until they have
176 something to announce. She will be attending ICSC. The JRC has met with different legislators; they
177 are proposing that they receive some of the increase in transportation tax. She thinks that the
178 municipalities need to decide where that money goes, not directly to the commissions. The Lake
179 Commission is also struggling with funding and they need a permanent source of revenue, but where
180 the members are not accountable for their actions she is not ok with providing a permanent funding
181 source. Dredging for 4 marinas was about 8million dollars. The executive director has resigned. The
182 executive committee will decide what to do about recruiting. The Jordan River Bluffdale trail will be
183 finished between 2015 and 2016. Another legislative item is Public Water access, because our
184 agreements are somewhat different this gets everywhere else that has public water the same access. It
185 is nothing for residents to be concerned about. She was approached by a resident that is interested in
186 putting a gun range in the city.

187 **c. Administration communication with Council.**

188 None.

189 **d. Staff updates: inquires, applications and approvals.**

190 None.

191 **Adjourn to Policy Session 6:58**

192 _____
193 Date of Approval

194 _____
195 Lori Yates, City Recorder

Policy Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Bud Poduska

Staff: Mark Christensen, Kimber Gabryszak, , Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Jess Campbell, Andrew Burton, Nicolette Fike

Others: Nate Shipp, Brian Flamm, Preston Condie, Wendy Condie, Setterberg, J. Klingonsmith, Julie Moore, Diana Brady, Bill Garcia, Jared Pinegar, Rachel McKenzie, Lars Anderson, Bob Krejci, Cari Krejci, Julie Carli, Laura Ault, Charlie Hammond, Steve Larsen, Thomas Baggeley, Christian Baggeley, Brett Hardcastle, Matt Niepraschk, Mindi Tate

Call to Order 7: 00p.m.

Roll Call - Quorum was present

Invocation / Reverence - Given by Councilwoman Baertsch

Pledge of Allegiance - led by Councilman McOmber

Public Input – Opened by Mayor Miller

Matt Niepraschk heard about the park in their area, the only thing that was mentioned for the park was a baseball diamond. He decided to ask the neighbors about it. The response was that they didn't want a baseball field. The number one item they wanted was a playground. Second was a pavilion and benches then others mentioned basketball court and restroom. He has all the comments and he has given those to the Mayor. He is hoping to get more comments; they are delighted to have someone include them. The people/community wants to know and be part of things.

Councilwoman Baertsch noted that she and Councilman McOmber sat on the park committee. And when they found the money for this park they went back to the original concept back in 2008 and 2011 and it was the exact concept as it was then. The ball park was very low key. The council feels that ball fields are one of the number one requests by the residents of the city.

Councilwoman Call thanked him for bringing back input. She asked why the residents didn't want the baseball feature.

Matt Niepraschk noted that there were many reasons; they didn't want more people coming in to the neighborhood and more traffic in the neighborhood.

Councilman McOmber indicated that when he was there the park was advertised as such and the people should have known that. He noted that the park that was close did not get very much use. He thinks a baseball field would justify having a play park even more.

Mark Christensen noted that they will have an open house prior to completing the design.

Public Input - Closed by Mayor Miller

Policy Items

1. Consent Calendar:

a. Award of Design Contract for Benches Plat 8 Park.

b. Final Plat for Heron Hills Plat A located at 3250 South Redwood Road, Steve Larson, applicant.

c. Resolution R15-4 (2-3-15): Addendum to resolution of the City of Saratoga Springs pertaining to the City Street Lighting Special Improvement District to include additional subdivision lots. (Heron Hills Plat A)

d. Open Space and Phasing Plan for the Heron Hills development.

e. Approval of the Ironwood (Saratoga Springs Development Plat 17) Sewer and Storm Drain reimbursement agreement.

f. Approval of Resolution R15-5 (2-3-15): A resolution appointing Rebecca Call as Mayor Pro-Tempore for the City of Saratoga Springs and establishing an effective date.

g. Minutes:

i. December 9, 2014.

- 250 ii. **January 9 and 10, 2015.**
- 251 iii. **January 20, 2015.**

252 Councilwoman Baertsch noted a road stub in Heron hills that did not go anywhere.
253 Sarah Carroll noted it went to future development, an R3 parcel.
254 Councilman McOmber had a minutes change for Dec. 9th minutes.
255
256

257 **Motion made by Councilman Poduska to approve the Consent Calendar with the minutes changes that**
258 **were recommended. Seconded by Councilwoman Call.**

259 Councilwoman Call wanted to call out the **bid award amount for item a. \$38,470.**

260 Kevin Thurman asked to **include the findings and conditions.**

261 **Amendments were accepted.**

262 **Aye: Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska.**
263 **Motion passed unanimously.**
264

265 **2. Public Hearing: Consideration and Possible Approval to Amend the City of Saratoga Springs City**
266 **Code, Section 19.09.11 (Required Parking), Charlie Hammond, applicant.**

267 **a. Ordinance 15-3 (2-3-15): An Ordinance of the City of Saratoga Springs, Utah, adopting**
268 **amendments to the Saratoga Springs Land Development Code and establishing an effective date.**
269 **(Section 19.09.11, Required Parking)**

270 Sarah Carroll showed data collected by the staff and applicant that compared other cities parking. They also
271 noted the peak hours of their businesses.

272 **Public Hearing Open – by Mayor Miller**

273 No input at this time.

274 **Public Hearing Closed – by Mayor Miller**

275 Councilman McOmber appreciated the comparisons to the other sites and this building would be somewhere
276 in the middle of the large facilities and the Express locations. He noted how many people were using
277 what types of amenities in other locations and for this location he feels Vasa probably knows what they
278 need, as a younger city we may not have known the best numbers. He feels their employees shift change
279 is not at peak times to impact parking, and they have asked their employees to park further away. He
280 does not have a problem with the parking change.

281 Councilwoman Baertsch had asked for an employee count previously.

282 Charlie Hammond, applicant, noted the employee count at any given time is between 4 and 5.

283 Councilwoman Baertsch asked with the 77 peak occupancy count they had, was that the incoming low and
284 what was the max occupancy.

285 Rachel noted that building code was up to 400 but it wouldn't ever get close to that.

286 Charlie Hammond noted there may be some overlap in the numbers but not much, people are only staying 30
287 min. to an hour.

288 Councilwoman Baertsch was concerned that the chart only showed the check-in numbers and not check-out.
289 She is not convinced that this is the best change.

290 Councilman Poduska felt that the goal in the city was to be business friendly; it doesn't seem that our code is
291 flexible enough to accommodate all the types of businesses. He would recommend, based on the data
292 provided, that if the business felt it was sufficient, that he would be in favor of adjusting the code.

293 Councilwoman Call feels the visits per hour are a bit concerning, we may be looking at 81-83. She would
294 like to see more parking but doesn't feel that parking for neighboring businesses needs to fall on this
295 developer's back. She would be interested in the difference for the smaller gyms vs. the larger. She
296 doesn't think there is a one size fits all. With the data given and because we are competing with other
297 cities for businesses she is hesitantly ok with changing it to 5 stalls but it needs to be monitored for future
298 developments.

299 **Motion made by Councilman McOmber to approve Ordinance 15-3 (2-3-15): An Ordinance of the**
300 **City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs Land Development**
301 **Code and establishing an effective date. (Section 19.09.11, Required Parking) as outlined in the**
302 **motion with all findings. Seconded by Councilman Poduska. Aye: Councilman McOmber,**

303 **Councilwoman Call, Councilman Poduska. Motion passed unanimously. Nay: Councilwoman**
304 **Baertsch. Motion passes 3-1.**
305

306 **3. Concept Plan for VASA Fitness located at 1523 North Redwood Road, HD Saratoga, LLC/Charlie**
307 **Hammond, applicant.**

308 Sarah Carroll – presented the plan. She noted they are requesting a 10’ setback on the west side along an
309 existing drainage.

310 Councilwoman Baertsch had no problem with the setback reduction. In general the layout is great; make sure
311 the signs fit code.

312 Councilman Poduska is fine with the setback reduction. He agrees with Councilwoman Baertsch that the
313 concept plan looks good.

314 Councilwoman Call is good with the setback. And she noted that there are actually 5.3 stalls provided. She
315 asked why the dumpster is so far away.

316 Rachel McKenzie noted it helped with access for the truck to be able to get to it. Also they did not want it
317 near their building. The truck would need to make a full loop either way.

318 Councilman McOmber is fine with the setback reduction. He likes the design of the building. He thinks it
319 will get a lot of usage and thinks parking will be more of a problem in the winter. He wondered if there
320 was a retail space inside.

321 Charlie Hammond said right now there was not one planned but if they find a good space for it they would
322 like to include it.

323 Councilwoman Baertsch had a suggestion for their roof parapets. She asked about the V sign, where was it,
324 inside/outside? Consider placing it inside the glass.
325

326 A 5 min. recess was taken at this time.
327

328 **4. Public Hearing: Consideration and Possible Adoption of the City of Saratoga Springs Water**
329 **Conservation Plan.**

330 **a. Ordinance 15-4 (2-3-15): Adopting the City of Saratoga Springs Water Conservation Plan.**

331 Jeremy Lapin noted that they brought this up in a previous work session, this will cover us until 2020 and we
332 are working on building a water conservation page on the city website. Primarily we are talking about the
333 city finishing secondary water system, getting everyone on meters and establishing a meter rate. On the
334 culinary side we are where we need to be so our efforts are on more the secondary side. The goal is 25%
335 reduction in secondary use.
336

337 **Public Hearing Open – by Mayor Miller**

338 Jennifer KlingonSmith has talked with Michael Corrine a horticulturist who is looking at doing some
339 master gardener classes in the city. After hearing about the salinity results last year she feels it’s
340 interesting that some of the salt toxicity symptoms mimic under-watering. Some of the things
341 residents do for that are counter intuitive. For her business she has created an informational handout
342 on different ways to mitigate the damage that can be done with secondary water. She feels we owe it
343 to new residents to help them be aware of the problem so they can plan their landscaping better so
344 they can use less water and it will help the city.

345 Council asked that she work with Owen Jackson on that.

346 Councilwoman Call also encouraged her to work with Chamber of Commerce to put the info in the
347 welcome packets.
348

349 **Public Hearing Closed – by Mayor Miller**

350 Councilman Poduska thought that our secondary usage was 4 times the normal use.

351 Jeremy Lapin noted that 25% was to get where they want to be and then they would work to reduce it again.

352 Councilman Poduska wondered with our population growth will much of that be handled by Central Utah
353 Water Conservancy District.

354 Jeremy Lapin remarked it will help but we will need to utilize some more underground wells and eventually
355 surface water and we could ultimately see treatment plants. We have potential with our secondary system
356 to distribute reclaimed water that other cities might not have.

357 Councilman Poduska is concerned that we wouldn't be able to keep up with the population growth.

358 Jeremy Lapin said we are poised well now. The State and USGS offices have spent time studying. They
359 issued a ground water rule that prohibits any more transfer for surface water to ground water rights and
360 moving water from east to west of the Jordan River.

361 Councilwoman Call worried that the 25% reduction in the packet was worded in a way that wasn't clear to
362 the intent of what we wanted.

363 Jeremy Lapin noted in the context of the report he thought it was clear that what we were looking at was the
364 metered use comparing to what we adopted in impact fees.

365 Councilwoman Call would add something to clarify it better. She thought we were on target to get all the
366 meters in.

367 Jeremy Lapin noted he was pulling data from 2013 for the report.

368 Mark Christensen noted they had less than 100 meters that need to be installed and they were on target for
369 early this spring.

370 Councilwoman Call remarked that we had a goal and if they could get the usages this year and put that on the
371 bills, even if it's an average for the area so that people can make adjustments and they can start using the
372 system this June.

373 Councilman McOmber would like to give more communication out.

374 Mayor Miller would also like communication to get out soon.

375 Jeremy Lapin noted that Zions Bank was ready to come do a presentation. And they could discuss
376 implementation at a work session.

377 Councilwoman Call thought we had done a good job with education, lets add on to that.

378 Mark Christensen when we bring Zions in they will have some data they have collected so far.

379 Councilwoman Call noted reclamation is now illegal; it may be time to talk to our legislators for a way to
380 reclaim that water.

381 Mark Christensen said the state is turning its focus, he believes reclamation may be a good part of that
382 conversation.

383 Councilman McOmber feels this is the right approach. We do need to make sure we are good stewards with
384 the resources we have. He thinks more systems in the state will be metered soon. He would like to turn
385 ours on as soon as possible. Right now we are getting extra traffic on the site for sports registration and
386 we can add some communication on the front page, and it needs to be prominent in the newsletter. He
387 agrees that we need to look at other things we can do as well, be creative.

388 Councilwoman Baertsch noted we are still using culinary in some areas of the city to supplement and as that
389 gets switched over we will see usage on that go down. She appreciates staff looking out for them in long
390 range planning. We can look at the storm drain issues and hope we can reclaim some of that.

391
392 **Motion made by Councilwoman Baertsch to approve Ordinance 15-4 (2-3-15): Adopting the City of**
393 **Saratoga Springs Water Conservation Plan with all findings and conditions. Seconded by**
394 **Councilwoman Call. Aye: Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
395 **Councilman Poduska. Motion passed unanimously.**
396

397 **5. Consideration and Possible approval of the Site Plan and Conditional Use for Riverbend Medical**
398 **located at 41 East 1140 North, west of Riverbend, Blaine Hales, applicant.**

399 Kimber Gabryszak presented the summary of the Plan. This is one of two commercial lots approved as part
400 of the Riverbend MDA. There have been a few modifications since last seen. She noted the setback
401 reduction and proposed site plan. They are exceeding requirement for landscape plants. There was a
402 concern with the long façade facing south and the applicants have added some brick and window
403 treatments. Kimber reviewed the Code compliance. Staff recommends approval.

404 There were some changes and added Conditions.

405 **#4 added "prior to issuance of any certificates of occupancy."**

406 **#8 All mechanical equipment shall be screened.**

#9 Percentages of building material number of colors on each election shall be provided to the Council in compliance with the design standard page 3.6, prior to the Council meeting.

Jared Pinegar was present for applicant.

Councilwoman Call asked about adding “fully screened” in condition #8. She recommends that according to sign code now we don’t limit the number of tenants, but she doesn’t think it’s a desired look to make one large sign with all the tenants listed. She appreciates the articulation on the windows.

Councilman McOmber appreciates the changes to the building he believes it will be to their benefit. He is fine with the setback. He believes this will revitalize this area of the city.

Councilwoman Baertsch thanked them for the changes they made and complying with code. She likes the change on the south façade. She is fine with the changes for conditions 8 and 9. She asked if we had anything on the road ownership discussion.

Jared Pinegar said they checked on the road and it was too narrow. They and the HOA will both participate in the care.

Councilman Poduska was impressed with all the improvements.

Mayor Miller asked about the house to be removed and the asbestos test and if it could be burned.

Jared Pinegar said they should have that report back by Friday.

Chief Campbell noted they were planning on around March 1st.

Mayor Miller thought it was great when they could do that for training.

Motion made by Councilwoman Baertsch to approve the Site Plan and Conditional Use for Riverbend Medical located at 41 East 1140 North, west of Riverbend with the Findings and Conditions in the staff report, including the change to condition number #4 and additions of conditions #8 and #9, both as provided to us tonight. Seconded by Councilman Poduska. Aye: Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

6. Continued discussion of the Rezone, General Plan Amendment and Community Plan for the Wildflower development located 1 mile west of Redwood Road, west of Harvest Hills, DAI/Nathan Shipp, applicant.

Nathan Shipp noted that just a moment ago he received a phone call that they should, by the 26th, have a deal with UDOT to preserve the road. They are excited to go through the Community Plan. It is mostly the same plan that they presented previously, the most significant changes are that it shows 1468 total units now. Mr. Shipp began to reference the changes throughout the document.

Councilwoman Baertsch noted some verbiage needed to be changed in the document about the final location of Mountain View Corridor because UDOT will be deciding the final alignment. She noted that providence drive needed to be called out as 66’ road not a Master Plan road of 77’ residents see the same color on the map and think it’s the same size.

Nathan Shipp noted on page 71 the road sizes are matched to the traffic report from Brian Hales.

Councilwoman Call liked the density numbers on page 14; in addition there will be open space within individual neighborhoods that will make it better.

Nathan Shipp noted their intent on the phasing plan is to be back as soon as possible and show everything on the east side of the corridor all at once. He explained the slope differences they need to work around with the UDOT project and they feel that they know where they need to be on the East frontage roads.

Mark Christensen said a concern was signage, sign companies would like to put billboards on this corridor, and he doesn’t feel that would be consistent with this development or the City. He wonders if the developer would be willing to put a restriction to prohibit any billboards in this section of MVC.

Kevin Thurman asked if they were going to record the MDA before the agreement with UDOT, we could write it with the MDA. He noted that State is not subject to our land use ordinances.

Nathan Shipp thought they did not have a desire to have billboards.

Nathan Shipp said the caveat is that some partners are not here tonight. Pg 58 and 59 refers to signs and that might be a good place to include it. They wanted to point out the entrance features, they are tall but they are starting down lower so it won’t be as intrusive as they think it may be. He continued noting changes in the document and noted the ranges of lot sizes and proposed percentages.

459 Councilwoman Call would like to take the brackets down, something that indicates the typical lot ranges
460 better.

461 Nathan Shipp indicated the different types of elevation styles. They took out references to Stacked or R18,
462 R14 or R12. One thing they have done is to do full length drives in the cluster housing to make them feel
463 less clustered. They take pride in their elevations and the breaks in sizes. They almost always have the
464 six-pack rule for building different types of homes near each other

465 Councilman McOmber wanted to not lock the area down to craftsman style to not date the area.

466 Councilwoman Baertsch urged them to work within our guidelines for fire code.

467 Councilwoman Call wanted to show them a few examples of mansion style townhomes.

468 Nate Shipp noted they are looking at a 10 year project and things change, the more product types they can get
469 the better the neighborhood feel. Their intent is to obligate themselves to improve that open space and
470 turn it into something special. It's important to them to have a mechanism that includes the extra in the
471 capital facilities plan so new residents moving in contribute to the extra cost they will be spending. By
472 doing that they can bring in a much higher level of parks. They have done that in their Bluffdale
473 development. It's just for the community level open space.

474 Mark Christensen thinks it will need to have a legal review and we need to be cautious.

475 Councilwoman Call said we need to establish our base level of service. Anything above that would be
476 amenable to reimbursement.

477 Councilman McOmber said private entities can be effective, if we can partner we can avoid some of the fees.
478 We do need to identify the baseline.

479 Mark Christensen commented that we need to look at who is maintaining the parks and trails.

480 Kevin Thurman noted there are two ways to look at it, if they build system improvement it can be added to
481 impact fee facilities plan and if they reduce impact on system facility we can give credit. He is concerned
482 with the language as it is now. We need to be careful about adding it into impact fee facility plan.

483 Nate Shipp noted in Bluffdale, they showed they had so many acres of park exceeding their level of service,
484 it was easing burden on the other parks.

485 Councilwoman Call noted it does call out that they anticipate dedicating the open space to the City.

486 Councilman Poduska thought it was leaning towards a cooperative plan, it needed ironing out though.

487 Nathan Shipp said it was important to them to have this at this level, they intend to be the Master Developer
488 for all of this, and to build as Candlelight homes. They need a document that helps them understand that
489 they will get the benefit of getting better parks but they need to help with those costs.

490 Jeremy Lapin said they talked about if at a future date they wanted to take some and add to the facilities plan
491 than they would get a credit, but until they adopt it it's a hard commitment to make. This will be a
492 discussion for a lot of their infrastructure.

493 Councilwoman Call referred back to the SPAC document from today that seemed to indicate that nice
494 amenities are what the residents wanted.

495 Councilman McOmber thought we should go to Bluffdale and asked them what worked for them with this
496 developer and what they learned.

497 Councilwoman Call thought we could revisit an idea about making an SID for parks fund included in
498 resident fees.

499 Kevin Thurman said they could establish a parks and rec. fee without a lot of effort, it was simpler than
500 establishing an SID.

501 Mark Christensen said that is a big step for us, it will need further discussion.

502 Nathan Shipp thought if there was some language that could help them establish a guiding path to help us get
503 there.

504 Councilman McOmber thought we need to keep looking outside the box.

505 Kevin Thurman doesn't want to agree before we have done due diligence.

506 Mark Christensen would like to have anything labeled as neighborhood parks may need to be relabeled as
507 more of a regional component so it wasn't prohibited.

508 Jeremy Lapin recommended that it would be helpful that they have everything on the table that they would
509 like to be reimbursed for.

510 Nathan Shipp suggested from pg.71-78 are the system improvements that they would include in that. He
511 feels this is the crux of whether or not they will be able to come to an agreement by the 26th.

512 Councilman McOmber likes the beginnings of this concept already; we want these types of things in the city.
513 Mark Christensen said they should include a Parks Master Plan.
514 Councilman McOmber noted the fencing plan and that they did not allow chain-link in the city, except for
515 schools. Any trail corridor needs to be semi-private fencing so there are eyes on the trail. He also noted
516 that fencing along arterial roads needed to be semi-private.
517 Kimber Gabryszak indicated that the code committee would be coming back with the Fencing Code soon.
518 Mindi Tate suggested they change that point to leave it with the City.
519 Councilwoman Baertsch noted if they are going to have fencing on 5' setbacks they have only allowed that at
520 the back of the houses.
521 Councilwoman Baertsch commented about the grading and trees and asked if they would be preserved them.
522 Nathan Shipp said anytime they could preserve a big tree they would try to do that.
523 Councilwoman Baertsch residents would be appreciative if they could incorporate a round-about to help slow
524 down traffic.
525 Nathan Shipp said the problems were snow plows had trouble and trailers.
526 Mark Christensen would like to talk to them about how to encourage large truck traffic to stay off the
527 neighborhood roads.
528 Jeremy Lapin thought they could include language to include a number of calming mechanisms for traffic.
529 Nathan Shipp said they could include a page on traffic calming measures.
530 Kevin Thurman urged them to leave some flexibility, and work with the adjacent owners.
531 Jeremy Lapin commented from a grading standpoint to make sure there is consistence between the
532 Community Plan and our Master Transportation Plan.
533 Nathan Shipp took note of all the suggestion from the Council and Staff.
534

535 **7. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or**
536 **reasonably imminent litigation, the character, professional competence, or physical or mental health of**
537 **an individual.**
538

539 **Motion made by Councilman McOmber to enter into closed session for the purchase, exchange, or**
540 **lease of property, pending or reasonably imminent litigation, the character, professional**
541 **competence, or physical or mental health of an individual. Seconded by Councilwoman Baertsch**
542 **Aye: Councilman McOmber, Councilwoman Baertsch, Councilman Poduska and Councilwoman**
543 **Call. Motion passed unanimously.**
544

545 **Meeting Adjourn to Closed Session 9:44 p.m.**

546 **Closed Session**
547

548 **Present:** Mayor Miller, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman
549 Poduska, Mark Christensen, Kevin Thurman, Nicolette Fike, Jeremy Lapin
550

551 Litigation updates
552

553 Personnel issues
554

555 **Closed Session Adjourned at 9:51p.m.**
556

557 **Policy Meeting Adjourned at 9:51p.m**
558

559 _____
560 Date of Approval

Mayor Jim Miller

Lori Yates, City Recorder

**City Council
Staff Report**

Author: Jeremy D. Lapin, P.E., City Engineer; Kevin Thurman, City Attorney

Subject: Ironwood (SSD plat 17) Sewer Easement Vacation

Date: February 3, 2015

Type of Item: Vacation of Easement, Legislative Decision



Description:

A. Topic:

This item is for the approval of a sewer line vacation on Lot 7 in the Ironwood Subdivision

B. Background:

The developer of Ironwood (Plat 17 in SSD) relocated a section of existing Sewer Main within their project to align with a proposed lot line (Lot 6) as opposed to running diagonally across the lot and likely being located under a future home. A new easement was recorded with the plat and a portion of the existing easement needs to be vacated as it no longer contains the sewer line.

In accordance with Utah Code § 10-9a-609.5, in order to vacate an easement, the City must publish 10 days advance public notice in a newspaper of general circulation (Daily Herald), hold a public hearing, and determine if: (a) good cause exists for the vacation; and (b) whether the public interest or a person will be materially injured by the vacation. If good causes exists and the public interest or a person will not be materially injured, the City Council may exercise its legislative discretion to vacate the easement.

C. Analysis:

In accordance with Utah Code § 10-9a-609.5, there is good cause for the vacation because the the new location of the sewer line easement is more accessible than it was previously and the developer has provided both a paved access road to the new manhole as well as recorded a new easement for the relocated main. The new easement is equitable in size, quality, and value to the existing easement being vacated. Since the vacated easement is being replaced by a new easement that is equal in size, quality, and value, no person or the public interest will be materially injured by the vacation.

Recommendation: Staff recommends that the City Council hold a public hearing, take public comment, and approve the vacation of the sewer line easement on lot 7 of the Ironwood Subdivision as described in the attached document.

ORDINANCE NO. 15-5 (2-17-15)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH VACATING A SEWER LINE EASEMENT IN LOT 7 OF THE IRONWOOD AT SARATOGA SUBDIVISION PLAT 1.

WHEREAS, the City previously obtained a sewer line easement that is located on what is now Lot 7 of the Ironwood at Saratoga Subdivision Plat 1 in the City of Saratoga Springs, Utah; and

WHEREAS, the sewer line utility easement is recorded as entry 103941:2004 in the Utah County Recorder's Office in the State of Utah; and

WHEREAS, the sewer main that used this easement has been relocated, and a new easement has been recorded on the Ironwood at Saratoga Subdivision Plat 1; and

WHEREAS, the property owner has asked that the sewer easement be vacated as the sewer easement is no longer necessary; and

WHEREAS, the new easement is approximately equal in size, value, and quality to the easement to be vacated; and

WHEREAS, Utah Code § 10-9a-609.5 allows the City Council to vacate some or all of a street, right-of-way, or easement if the City Council holds a public hearing finds good cause for the vacation and that the public interest or any person will not be materially injured by the proposed vacation; and

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

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

SECTION I – VACATION OF EASEMENT

The City Council hereby vacates the sewer line utility easement recorded as entry 103941:2004 in the Utah County Recorder's Office in the State of Utah. The City Council finds that good cause exists for the vacation and that the public interest or any person will not be materially injured by the vacation. The sewer line easement is being replaced by a new easement that is approximately equal in size, value, and quality to the easement being vacated.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the

provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Stephen Willden	_____
Bud Poduska	_____



**City Council
Staff Report**

**General Plan Amendment
Mixed Lakeshore Land Use Designation
Tuesday, February 17, 2015
Public Hearing**

Report Date:	Tuesday, February 10, 2015
Applicant:	City Council Initiated
Previous Meetings:	None
Land Use Authority:	City Council
Future Routing:	Public hearing(s) with City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The Mixed Lakeshore Land Use Designation (ML Designation) has the purpose of encouraging development that takes advantage of its proximity to Utah Lake, and that creates places of benefit to the entire City by providing beach access, small shops and restaurants, recreational equipment rentals, and so on. The ML Designation anticipates that property will be zoned to the Mixed Lakeshore Zone (ML Zone) but also permits the City to allow zones appropriate for the Low Density Residential Land Use Designation. Most properties in the ML Designation to develop have to date requested only residential zones, and have not pursued the ML Zone.

To avoid the loss of ML Designated property to residential-only development, the proposed amendment removes Low Density Residential zones from consideration in the ML Designation.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendment, and vote to approve the amendment with or without modifications. Alternatives include continuance to a future meeting or denial.

B. Background: As a result of recent development applications in the ML Designation proposing only residential development without lake access or recreational opportunities benefiting the City, the City Council has recommended that the ML Designation be modified to limit the loss of lakefront opportunities in the future.

C. Specific Request: The proposed amendments are summarized below, with details outlined in Exhibit 1:

- Reword to clarify that Low Density Residential, Medium Density Residential, and Neighborhood Commercial are permitted uses within the ML zone, but only as part of a ML development and not as standalone zones or developments.

D. Process: Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.

Complies. There is no application as this is Staff initiated, and has been presented to the Commission for a recommendation.

Note: as the Commission hearing will be held after delivery of this report to the Council, a report of action summarizing the Commission's recommendation(s) will be provided to the Council prior to the February 17, 2015 meeting.

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

Complies. Please see Sections F and G of this report.

3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.

Complies. Please see Section E of this report. After the Planning Commission recommendation, a public hearing will be scheduled with the City Council.

4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.

Complies. Please see Section E of this report.

E. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. A public hearing with the City Council will be scheduled and noticed at a later date.

F. General Plan:

Land Use Element

The General Plan has the vision for a balanced mix of residential and commercial land uses, while taking advantage of the City's proximity to Utah Lake, and maintaining the residential character of the overall community. The Mixed Lakeshore designation identified key locations around Utah Lake, which could be utilized to give the community recreational and scenic opportunities.

The current language reads as follows:

h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented developments that take full advantage of the scenic and recreational opportunities that their lakeshore locations provide. Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential and Neighborhood Commercial land uses would be considered appropriate for this land use designation. A mix of 80% residential and

20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, beaches, boardwalks).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 3 equivalent residential units (ERU's).

It appears that the intent was to permit different residential densities as part of a ML development, however the wording has to date permitted developments that are not of ML nature. Currently, the market in the southern portion of the City where the ML Designation exists supports residential development more than commercial and mixed use. As a result, the unintended consequence of the inclusion of Low Density Residential, Medium Density Residential, and Neighborhood Commercial as permitted categories is that developers have only pursued residential development.

The proposed edits are attached as Exhibit 2, and seek to clarify that a variety of residential uses are permitted *as part of* a ML development and not as stand-alone developments.

Staff conclusion: consistent

By clarifying the types of uses permitted in the ML Designation, the proposed changes support the overall vision of the General Plan to provide recreational opportunities, take advantage of the City's proximity to Utah Lake, and maintain the residential character of the community.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

General Plan amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the General Plan.

The criteria for a General Plan amendment are outlined below, and act as guidance to the Council, and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. See Section F of this report.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The amendment will help ensure that the public will benefit in the future by developments that provide scenic and recreational opportunities stemming from Utah Lake, and that those opportunities are not lost through other types of development.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The stated purposes of the Code are found in section 19.01.04:
 1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
 - g. stabilize and conserve property values;
 - h. encourage the development of an attractive and beautiful community; and
 - i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

The amendment encourages orderly growth in locations adjacent to Utah lake, contributes to happy living of the City's inhabitants, encourages the development of an attractive and beautiful community, and promotes development of the City in accordance with the overall General Plan goals.

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. The amendment will better serve the community by helping ensure adequate lake access and recreational opportunities into the future.

H. Recommendation / Options:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and vote to approve the amendments with or without modifications, or choose from the alternatives below.

Staff Recommended Motion – Approval

The City Council may choose to **approve** all or some of the amendments to the General Plan, as proposed or with modifications:

Motion: “Based upon the evidence and explanations received today, I move to **approve** the proposed amendments to The Mixed Lakeshore Designation as outlined in Exhibit 2, with the Findings and Conditions below:

Findings:

1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference.
2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:

1. The amendments shall be edited as directed by the Council: _____
 - a. _____
 - b. _____
 - c. _____

Alternative A – Continuance

Vote to **continue** all or some of the General Plan amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision.

Motion: “I move to continue the amendments to the Mixed Lakeshore Designation to the March 3, 2015 meeting, with the following changes to the draft:

Alternative B – Denial

Vote to **deny** all or some of the proposed General Plan amendments.

Motion: “Based upon the evidence and explanations received today, I move to **deny** the proposed amendments to the Mixed Lakeshore Designation of the General Plan, as outlined in Exhibit 2, with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Council: _____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. Current ML Designation Language (page 6)
2. Proposed Amendments to ML Designation (page 7)

EXISTING LANGUAGE

- h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented development that take full advantage of the scenic and recreational opportunities that their lakeshore locations provide. Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential, and Neighborhood Commercial land uses would be considered appropriate for this land use designation. A mix of 80% residential and 20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, beaches, boardwalks).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 3 equivalent residential units (ERU's).

PROPOSED AMENDMENTS:

h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented development that takes full advantage of the scenic and recreational opportunities that the lakeshore locations provide.

Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential, and Neighborhood Commercial land uses would be considered appropriate for this land use designation, only as part of Mixed Lakeshore developments and not as stand-alone developments. A mix of 80% residential and 20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, trailheads, beaches, boardwalks, and similar amenities).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 36 equivalent residential units (ERU's).

ORDINANCE NO. 15-6 (2-17-15)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' GENERAL PLAN LAND USE ELEMENT; INSTRUCTING THE CITY STAFF TO AMEND THE LAND USE ELEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Utah Code section 10-9a-403 allows municipalities to amend the General Plan;

WHEREAS, before the City Council approves any such amendments, the amendment must first be reviewed by the Planning Commission for its recommendation;

WHEREAS, on February 12, 2015, the Planning Commission held a public hearing after proper notice and publication to consider the proposed amendments to the City General Plan Land Use Element and forwarded a positive recommendation with conditions;

WHEREAS, on February 17, 2015, the City Council held a public hearing after proper notice and publication to consider the proposed amendments to the City General Plan Land Use Element;

WHEREAS, after due consideration, and after proper publication and notice, and after conducting the requisite public hearing, the City Council has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the City General Plan Land Use Element be made.

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 General Plan Land Use Element 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 17th day of February, 2015.

Signed: _____
 Jim Miller, Mayor

Attest: _____
 Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Bud Poduska	_____
Stephen Willden	_____



**City Council
Staff Report**

Code Amendment

19.13.05. Concept Plan Process.

Tuesday, February 17, 2015

Public Hearing

Report Date:	Tuesday, February 12, 2015
Applicant:	Council Initiated
Previous Meetings:	Code Subcommittee Meetings
Land Use Authority:	City Council
Future Routing:	Public hearing(s) with City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

To support the goal of streamlining processes, the Code Subcommittee has recommended that the City Council delegate the Concept Plan process to Staff. This was discussed during the City Council retreat and the Council directed staff to initiate this code amendment. The current process requires an informal application review before both the Planning Commission and City Council prior to submittal of an official development application, which lengthens the process considerably.

The amendment is to the following Code section:

- 19.13.05. Concept Plan Process.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and vote to approve the amendments with or without modifications. Alternatives include continuance to a future meeting or denial.

B. Background: The City has been working for the last several years to adopt amendments to the Land Development Code to improve transparency, increase consistency, close loopholes, and remove contradictions. In October 2013 the Council appointed a Development Code (Code) Update Subcommittee consisting of two City Councilmembers, one member of the Planning Commission, and City staff as appropriate.

Additionally, the business community, development community, staff, Planning Commission, and City Council have expressed concern over the often lengthy application review process, and have set a goal of streamlining the application review process as the Code is improved. The

subcommittee recently discussed and recommended the enclosed Code amendment to support this goal.

C. Specific Request: The proposed amendment is summarized below, with details outlined in Exhibits 1 and 2.

- 19.13.05. Concept Plan Process
 - Remove review by Planning Commission and City Council, except when accompanying a rezone application.
 - Concept plan review by Staff will still be required prior to submittal of any official development application. This review will ensure general code compliance and early identification of major red flags.

D. Process: Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
Complies. There is no application as this is Staff initiated, and has been presented to the Commission for a recommendation.
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.
Complies. Please see Sections F and G of this report.
3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.
Complies. Please see Section E of this report.
4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.
Complies. Please see Section E of this report.

E. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required.

F. General Plan:

Land Use Element

The General Plan has stated goals of responsible growth management, the provision of orderly and efficient development that is compatible with both the natural and built environment, establish a

strong community identity in the City of Saratoga Springs, and implement ordinances and guidelines to assure quality of development.

Staff conclusion: consistent

The proposed change help to streamline an often lengthy process, while still ensuring a thorough review by City staff, the Planning Commission, and City Council.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

Code amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the Code.

The criteria for an ordinance (Code) change are outlined below, and act as guidance to the Council, and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. See Section F of this report.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The amendments help streamline the process, and do not impact any existing Code standards. The general welfare will be maintained.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The stated purposes of the Code are found in section 19.01.04:
 1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. prevent the overcrowding of land, the undue concentration of population,

- and promote environmentally friendly open space;
- g. stabilize and conserve property values;
- h. encourage the development of an attractive and beautiful community; and
- i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

The amendment helps to streamline the process, thus ensuring economy in government expenditures by lessening the cost of application review, and maintaining a high standard of review by ensuring existing requirements are still met.

- 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

***Consistent.** The amendments will better protect the community through more efficient, process and maintenance of high standards.*

H. Recommendation / Options:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and vote to approve the amendments with or without modifications, or choose from the alternatives below.

Staff Recommended Motion – Approval

The City Council may choose to **approve** all or some of the amendments to the Code Sections listed in the motion, as proposed or with modifications:

Motion: “Based upon the evidence and explanations received today, I move to **approve** the proposed amendments to Section 19.13.05, with the Findings and Conditions below:

Findings:

- 1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference, by supporting the goals and policies of the General Plan.
- 2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
- 3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
- 4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:

- 1. The amendments shall be edited as directed by the Council: _____
 - a. _____
 - b. _____
 - c. _____

Alternative A – Continuance

Vote to **continue** all or some of the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision. At the next meeting, items discussed at this meeting in Work Session may be reviewed in a public hearing.

Motion: “I move to continue the amendments to Section 19.13.05 of the Code to the March 3, 2015 meeting, with the following changes to the draft:

Alternative B – Denial

Vote to **deny** all or some of the proposed Code amendments.

Motion: “Based upon the evidence and explanations received today, I move to **deny** the proposed amendments to Section 19.13.05 of the Code with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Council: _____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. 19.13.05 – updated clean copy of amendments (pages 6-7)
2. 19.13.05 – working copy of amendments, changes tracked (pages 8-9)

19.13.05. 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 within the last two years and the application does not significantly deviate from the previous Concept Plan.
2. The Concept Plan review involves an informal review of the plan by the City's Development Review Committee; when accompanying a rezone application, the review also involves an informal review of the plan by the Planning Commission and City Council.
3. The developer shall receive comments from the Development Review Committee, and when accompanying a rezone application, by the Planning Commission and City Council, to guide the developer in the preparation of subsequent applications.
 - a. The Development Review Committee, and Planning Commission and City Council when accompanying a rezone, shall not take any action on the Concept Plan review.
 - b. The comments of the Development Review Committee, and Planning Commission and City Council when accompanying a rezone, shall not be binding, but shall only be used for information in the preparation of the development permit application.
4. 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 rights to proceed with development. Developers should anticipate that the City may raise additional issues in further stages not addressed at the Concept Plan stage.
5. The following items shall be submitted with a Concept Plan application:
 - a. A completed application and affidavit, form, and application fee.
 - b. Plat/Parcel Map of the area available at the Utah County Surveyor's Office.
 - c. Legal description of the entire proposed project.
 - d. Proposed changes to existing zone boundaries, if such will be needed.
 - e. Conceptual elevations and floor plans, if available.
 - f. Concept Plan Map: Three full-size 24" x 36" copies of the Concept Plan as required on the application form, drawn to a scale of not more than 1" = 100' and two reductions on 11" x 17" paper, showing the following:
 - i. Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use.
 - ii. Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known.
 - iii. Locations and widths of existing and proposed streets and right-of-ways.
 - iv. Road centerline data including bearing, distance, and curve radius.
 - v. Configuration of proposed lots with minimum and average lot sizes.
 - vi. Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities.

- vii. Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space.
- viii. Total acreage of the entire tract proposed for subdivision.
 - ix. General topography shown with 1' or 2' contours and slope arrows with labels.
 - x. North arrow, scale, and date of drawing.
 - xi. Property boundary with dimensions.
 - xii. Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre.
 - xiii. Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities.
 - xiv. Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project.
- g. A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area.
- h. File of all submitted plans in pdf format.

(Ord. 14-23)

19.13.05. 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 within the last two years and the application does not significantly deviate from the previous Concept Plan.
2. The Concept Plan review involves an informal review of the plan by the City's Development Review Committee; ~~when accompanying a rezone application, the review also involves~~ and an informal review of the plan by the Planning Commission and City Council.
3. The developer shall receive comments from the Development Review Committee, ~~and when accompanying a rezone application, by the~~ Planning Commission; ~~and~~ City Council, to guide the developer in the preparation of subsequent applications.
 - a. ~~The~~ Development Review Committee, ~~and~~ Planning Commission; ~~and~~ City Council ~~when accompanying a rezone~~, shall not take any action on the Concept Plan review.
 - b. The ~~comments of the~~ Development Review Committee, ~~and~~ Planning Commission; ~~and~~ City Council ~~when accompanying a rezone~~, ~~comments~~ shall not be binding, but shall only be used for information in the preparation of the development permit application.
4. 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 rights to proceed with development. Developers should anticipate that the City may raise additional issues in further stages not addressed at the Concept Plan stage.
5. The following items shall be submitted ~~for with~~ a Concept Plan ~~review~~ application:
 - a. A completed application and affidavit, form, and application fee.
 - b. Plat/Parcel Map of the area available at the Utah County Surveyor's Office.
 - c. Legal description of the entire proposed project.
 - d. Proposed changes to existing zone boundaries, if such will be needed.
 - e. Conceptual elevations and floor plans, if available.
 - f. Concept Plan Map: Three full-size 24" x 36" copies of the Concept Plan as required on the application form, drawn to a scale of not more than 1" = 100' and two reductions on 11" x 17" paper, showing the following:
 - i. Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use.
 - ii. Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known.
 - iii. Locations and widths of existing and proposed streets and right-of-ways.
 - iv. Road centerline data including bearing, distance, and curve radius.
 - v. Configuration of proposed lots with minimum and average lot sizes.
 - vi. Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities.

- vii. Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space.
- viii. Total acreage of the entire tract proposed for subdivision.
 - ix. General topography shown with 1' or 2' contours and slope arrows with labels.
 - x. North arrow, scale, and date of drawing.
 - xi. Property boundary with dimensions.
 - xii. Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre.
 - xiii. Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities.
 - xiv. Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project.
- g. A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area.
- h. File of all submitted plans in pdf format.

(Ord. 14-23)

ORDINANCE NO. 15-7 (2-17-15)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 19 of the City of Saratoga Springs Code, entitled “Land Development Code” was enacted on November 9, 1999 and has been amended from time to time; and

WHEREAS, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

WHEREAS, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

WHEREAS, the City Council has conducted a public hearing to receive comment on the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, following the public hearing, and after receipt of all comment and input, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

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

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply

with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this ___ day of _____, 2015.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Stephen Willden	_____
Bud Poduska	_____



**Preliminary Plat and Site Plan
Jordan View Landing (aka Riverside Heights and Sunset Acres)
Tuesday, February 17, 2015
Discussion, Possible Actions**

Report Date:	Tuesday, February 10, 2015
Applicant:	Ivory Development, LLC
Owner:	Ivory Development, LLC
Location:	Crossroad Blvd and 400 East
Major Street Access:	Crossroad Blvd
Parcel Number(s) & Size:	58:032:0102, 4.0004 acres 58:032:0100, 0.928 acres 58:032:0101, 4.754 acres TOTAL: 9.6824 acres
General Plan Designation:	Medium Density Residential
Parcel Zoning:	R-10
Adjacent Zoning:	R-6, R-14, A
Current Use of Parcel:	Vacant, Ag
Adjacent Uses:	Residential, Vacant, Ag
Previous Meetings:	Concept: PC April 24 and August 14, 2014 CC June 3 and September 2, 2014
Previous Approvals:	Rezone approved 2007 Concept plan approved 2007 <i>(Preliminary plat submitted in 2008; inactive)</i>
Land Use Authority:	City Council
Future Routing:	Preliminary Plat, Commission and Council
Type of Action:	Administrative
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant, Ivory Homes, is requesting Preliminary Plat and Site Plan approval for Jordan View Landing, a 91-unit townhome development on approximately 9.69 acres north of Crossroad Blvd. and west of 400 East. The application was previously presented to the Planning Commission and City Council during the concept plan process as Sunset Acres and then Riverside Heights, and has been renamed to Jordan View Landing.

Recommendation:

Staff recommends that the City Council review the application and choose from the options in Section G of this report. Options include approval of one or both applications, continuance of one or both applications, or denial of one or both applications.

B. Background & Request:

The property is zoned R-10, which includes multi-family development as a permitted use. A rezone from A to R-10 was submitted in 2006, and was approved by the City Council in 2007. The concept plan that accompanied the rezone was also approved in 2007, showing 91 units. A preliminary plan for 91 units was then submitted in January 2008, but no action was taken on the application.

The applicants submitted a revised concept plan for 97 units in February of 2014, and a concept plan showing additional revisions in May of 2014 in response to Commission and Staff feedback.

Based on feedback received from the Planning Commission and City Council in April 2014 June 2014 the applicants submitted a revised concept plan for 91 units, for a density of approximately 9.5 units per acre. The Planning Commission and City Council reviewed this 91-unit concept plan in August and September 2014, and favorable comments were given along with additional informal feedback. Minutes from those meetings are attached.

The Planning Commission held a public hearing on December 11, 2014, and forwarded a positive recommendation to the City Council with conditions. The report of action from that meeting is attached, and the applicants have revised the architecture and colors in accordance with the Commission's direction.

C. Process:

The Concept Plan process is outlined in Section 19.13.04.6, and includes an informal review of the proposal by the Planning Commission and also by the City Council. Upon completion of the Concept Plan process, the applicant will then be able to move forward with a Preliminary Plat which will return to the Planning Commission for a public hearing and the Council for action.

The applicants are proposing townhomes; the individual units would be owned separately and the land outside of the unit footprints would be owned as common space. The process for this type of development begins with concept plan, followed by a preliminary plat, and then a final subdivision plat or a condominium plat if the applicant desires. These will return to the Commission and Council for public review at a later date.

D. Community Review:

These items were noticed as public hearings in *The Daily Herald* and notices mailed to all property owners within 500'. As of the date of this report, no public comment has been provided.

E. General Plan:

Land Use Designation: The property is identified as “Medium Density Residential” on the Land Use map. The Medium Density Residential land use category states:

The Medium Density Residential designation is provided as a means of allowing for residential developments at higher densities in neighborhoods that still maintain a suburban character. This area is to be characterized by density ranging from 4 to 14 units per acre that may include a mixture of attached and detached dwellings. Planned Unit Developments may be permitted in the Medium Density Residential areas.

The main application of this designation should be in areas where the City desires to create a functional transition from one land-use to another. While some multi-family structures may be permitted in a stacked form, the majority of any attached dwellings should be designed in a side-by-side configuration. Developments in these areas shall contain landscaping and recreational features as per the City’s Parks, Recreation, Trails, and Open Space Element of the General Plan. Open spaces may be comprised of both Natural and Developed Open Spaces. In this land use designation, it is estimated that a typical acre of land may contain 6 dwelling units.

Staff analysis: consistent. The proposal contains 10 units per acre, which is within the range identified in the General Plan, and consists of a side-by-side configuration.

Unit Type (Proposition 6): the proposal consists of multi-family attached units of 2 stories. Per the recent Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of dwelling units in this category type (multi-family attached, 2 or more stories) to no more than 7% of all units in the City. Based upon an analysis of the existing approved units in the City, this 7% limit has been exceeded.

However, the property was zoned to R-10 in conformance to the General Plan Land Use Map prior to the Proposition. Therefore, the City Council may still find that the zoning and related allowed uses are consistent with the General Plan through vesting.

Staff analysis: consistent.

F. Code Criteria:

- 19.04, Land Use Zones
 - Zone – R-10
 - Use – complies
 - multi-family, permitted
 - Density – complies
 - max 10/ac, proposing 9.39 units/acre
 - Setbacks – complies
 - 20’ front corner, 25’ front interior
 - 10’ side, interior
 - 15’ side, street

- 20' rear
 - Lot width, size, coverage – complies
 - Minimum lot width of 50' and lot size of 5000 sq.ft. per building, not per unit
 - Less than maximum of 50% lot coverage (25%)
 - Dwelling/Building size – complies
 - Exceeds minimum of 1000 sq.ft.
 - Height
 - Meets maximum of 35'
 - Open Space / Landscaping – Complies
 - 20% required; 38% provided
 - Sensitive Lands – Complies (none present)
 - Trash – addressed with each unit
- 19.06, Landscaping and Fencing
 - Landscaping Plan – provided. First phase details only; overall schematic provided.
 - Planting Standards & Design – complies.
 - The applicants have modified the plan to replace the originally proposed sod along the perimeter of the property with native grass. While Staff feels that sod creates a more liveable community, the application includes more than the minimum required amount of sod and complies with the landscaping standards.
 - Amount – complies. While the application now includes a portion of native grass, the plan includes the minimum required amount of sod in the interior park and detention basin.
 - Fencing & Screening – complies. The Planning Commission required semi-private fencing along 400 East as well.
- 19.09, Off Street Parking
 - Minimum Requirements – complies
 - Requirement:
 - 2 stalls per unit (182 stalls)
 - 0.25 guest per unit (22.75)
 - Total required: 205 (204.75)
 - Provided:
 - Garage spaces: 182
 - Driveway spaces: 182
 - Additional guest spaces: 30
 - Total: 394
- 19.12, Subdivisions
 - Block length, lot size, frontages, second access: complies
 - Connectivity: staff recommended and the Planning Commission required an easement for future connectivity in the southwest corner of the property

- 19.14, Site Plans
 - Development Standards: buffering, access, utilities, grading & drainage, water, irrigation: complies
 - Urban Design Committee: see next paragraph.

- 19.27, Addressing
 - Duplicates, numbering, designations – complies

The City Engineer also conducted a review, and the comments and requirements from the Engineering department are attached as Exhibit 1.

Urban Design Committee

The UDC reviewed the concept plan, provided feedback on the original layout that helped lead to the reconfiguration, and also requested additional information on materials and colors. The applicants have provided materials boards, updated elevations, and accurate drawings for the development, and the UDC has reviewed the updated site plan and architecture. The UDC has expressed full support of the revised architecture.

G. Recommendation and Alternatives:

Staff recommends that the City Council review the Jordan View Landing Preliminary Plat / Site Plan applications and choose from the options below.

Option 1: Approval

The Council may choose to approve one or both of the applications.

“I move to **approve** the Jordan View Landing Preliminary Plat / Site Plan on parcels 58:032:0102, 58:032:0100, and 58:032:0101 as located in Exhibit 2 and detailed in Exhibits 5 and 6, with the Findings and Conditions in the staff report:”

Findings:

1. With appropriate conditions, the application complies with the criteria in the Land Development Code as articulated in Section F of the staff report, which Section is incorporated herein by reference.
2. The application is consistent with the General Plan as articulated in Section E of the Staff report, which Section is incorporated herein by reference.

Conditions:

1. The number of units shall be 91.
 2. An easement for connectivity shall be provided in the southwest corner of the development.
 3. All requirements of the City Engineer, as outlined in but not limited to the City Engineer’s report in Attachment 1, shall be met.
 4. All requirements of the Fire Chief shall be met.
 5. Any other conditions or modifications added by the Council:
-

Option 2 – Continuance

The Council may instead choose to continue one or both of the applications.

“I move to **continue** the Jordan View Landing Preliminary Plat and Site Plan to the Council meeting on March 3, 2015, with the following direction to Staff and the applicant on information or changes needed to render a decision:

Option 3 – Denial

The Council may also choose to deny one or both applications.

“I move to **deny** the Jordan View Landing Preliminary Plat / Site Plan on parcels 58:032:0102, 58:032:0100, and 58:032:0101 as located in Exhibit 2 and detailed in Exhibits 5 and 6, with the Findings below.

Findings:

- 1. The application does not comply with the following criteria in the Land Development Code, as articulated by the Council: _____
_____.
- 2. The application is not consistent with the General Plan, as articulated by the Council: _____
_____.

I. Exhibits:

- 1. City Engineer’s Report (pages 7-8)
- 2. Location & Zone Map (page 9)
- 3. Aerial (page 10)
- 4. Concept Plan – July 2014 (pages 11-13)
- 5. Preliminary Plat (pages 14-15)
- 6. Site Plan (pages 16-30)
 - a. Main Site Plan (p.16-20)
 - b. Landscaping (p.21-23)
 - c. Floor plans (p.24-30)
 - d. Elevations, colors (p.31-34)
- 7. 12/11/2014 Planning Commission Report of Action (pages 35-37)

**City Council
Staff Report**

Author: Jeremy D. Lapin, City Engineer
Subject: Jordan View Landing (aka Riverside Heights and
Sunset Acres)
Date: February 17, 2015
Type of Item: Preliminary Plat and Site Plan



Description:

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

B. Background:

Applicant: Ivory Development, LLC
Request: Preliminary Plat and Site Plan Approval
Location: Approximately 1550 N. and 400 E.
Acreage: 9.68 acres - 91 Units

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

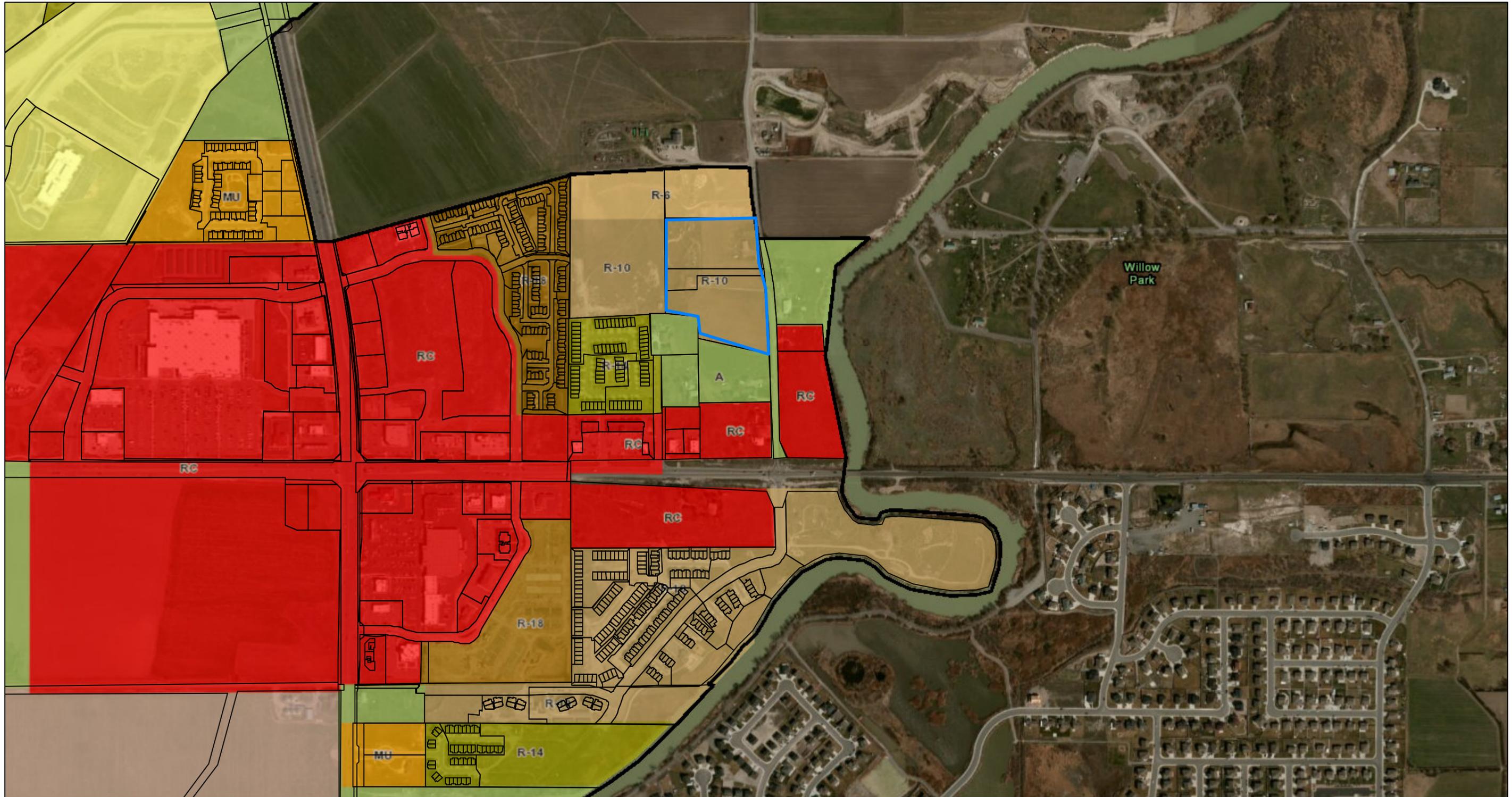
D. Conditions:

- A. Developer shall bury and/or relocate any power lines or other utilities that are within and adjacent to the project.
- B. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- C. Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.
- D. Developer shall prepare and submit easements for all improvements not located in the public right-of-way. Developer shall record easements for all offsite utilities, grading and encroachments prior to commencing construction.
- E. 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.
- F. Developer shall relocate or abandon existing irrigation system within the project boundary. Existing easements shall be vacated and new easements provided for any relocation of private irrigation system. The abandonment of a system will require written approval of the ditch master and all downstream users.

- G. Developer shall provide a cross access easement for the adjacent property to the south between units 146 and 147 to facilitate a future connection between the properties. Easement shall allow the installation and maintenance of improvements and the right of access.
- H. Developer shall improve and dedicate 400 East along the frontage of the project as well as any additional areas necessary for the completion of the roadway per City and AASHTO standards.
- I. Developer shall ensure that any existing wells and/or septic systems on site are removed or are abandoned in compliance with all local and state rules and regulations.
- J. Developer shall provide a complete road design for 400 East to ensure future vertical and horizontal curves can be met. This design shall be from Crossroads Boulevard to the northern most end of the proposed development. Portions of 400 East may need to be reconstructed between Crossroads Blvd. and the northern end of the proposed development if they do not currently meet City standards.
- K. The existing slopes/berms adjacent to Crossroads Blvd shall be modified or removed to be compliant with all City, UDOT, and AASHTO standards for sight distance requirements.
- L. Sewer, storm drain, culinary water and secondary water will need to be connected to the respective utilities in Crossroads Blvd. The Storm Drain outfall line should be extended to Jordan River and an outlet structure provided to prevent erosion
- M. The Culinary and secondary water lines shall connect both at Crossroads Blvd. and at Alhambra Drive to loop the systems prevent excessive dead end water lines which can create issues with water quality and system pressures.
- N. Developer shall provide a geotechnical and soils report that provides a proposed design for the large fill required on the property, design must be reviewed and approved by the City Engineer. All fills within the ROW and under buildings shall be Granular Borrow per City Specifications and shall be compacted to 95% MDD.
- O. ROW cross sections for private roads shall meet public road standards. This includes a ROW width of 40' and centerline curves that have a minimum radius of 200 feet.
- P. Alhambra shall be constructed as a City standard local road (56' ROW) and be extended to 400 East and dedicated for public use to the City.
- Q. No additional RPZ cross-over water connections shall be permitted to supply water into the secondary water system. A connection to the existing secondary water main at the intersection of 400 East and Crossroads Blvd. or the East end of Alhambra Dr. will be required with the first phase of construction. A connection at both locations may be necessary to meet the minimum flow and pressure requirements in the secondary water system.
- R. Developer shall provide a phasing plan that incorporates and complies with the requirements outlined in the City's Engineering Standards.

Zoning & Planning

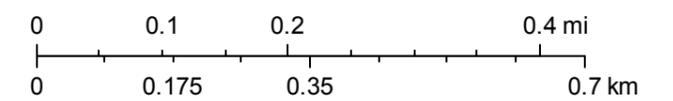
Exhibit 2
Location / Zone



April 16, 2014

1:9,028

- | | | |
|-------------------------------|-----------------------------------|--------------------------|
| City Parcels | R-3 - Low Density Residential | MU - Mixed Use |
| City Boundary | R-6 - Medium Density Residential | PC - Planned Community |
| A - Agricultural | R-10 - Medium Density Residential | RC - Regional Commercial |
| RA-5 | R-14 - High Density Residential | OW - Office Warehouse |
| RR - Rural Residential | R-18 - High Density Residential | |
| R-2 - Low Density Residential | NC - Neighborhood Commercial | |



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Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Zoning & Planning

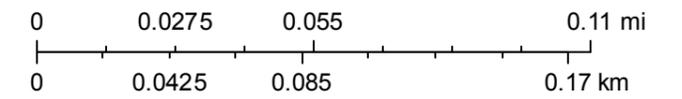
Exhibit 3
Aerial



April 16, 2014

City Parcels

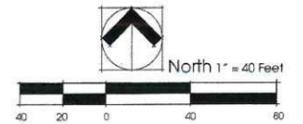
1:2,257



Copyright:© 2014 Esri, DeLorme, HERE, TomTom
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX,
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User
Community



- SPORT COURT
- 6 ft. MASONRY WALL
- TOT LOT
- PAVILION



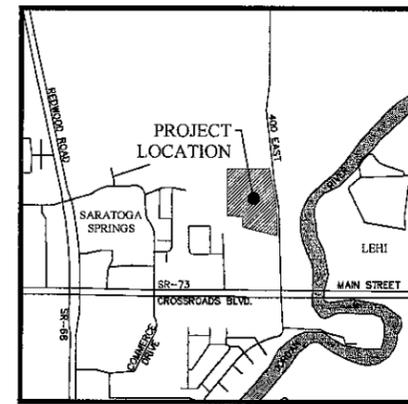
17 JULY 2014
Concept Plan

SUNSET ACRES

Saratoga Springs, Utah

IVORY DEVELOPMENT , 978 WOOD OAK LANE , SALT LAKE CITY, UTAH


R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84326 435.753.2955



VICINITY MAP
N.T.S.

CONCEPT BOUNDARY DESCRIPTION

A portion of that Real Property described in Deed Book 810 Page 387 of the Official Records of Utah County located in the SE1/4 of Section 11 & the NE1/4 of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:
Beginning at the southeast corner of that Real Property described in Deed Book 2008 Page 80 of the Official Records of Utah County located S89°51'44"W along the Section line 216.35 feet and N0°08'16"W 121.48 feet from the Northeast Corner of Section 14, T5S, R1W, S.L.B. & M.; thence along the boundary of said Deed Book 810 Page 387 the following 7 (seven) courses and distances: S8°56'16"E 343.89 feet; thence S4°42'16"E 304.40 feet; thence S1°39'16"E 175.80 feet; thence N77°02'16"W 442.10 feet; thence N0°36'16"W 126.50 feet; thence N83°19'16"W 199.00 feet; thence N0°02'16"W 568.70 feet to the southwest corner of said Deed Book 2008 Page 80; thence N89°51'44"E along said deed 546.72 feet to the point of beginning.

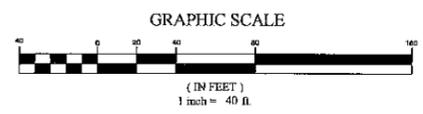
Contains: 9.69 +/- acres

DEVELOPMENT TABLE

- NUMBER OF PROPOSED TOWN HOMES = 91
- NUMBER OF PROPOSED GARAGE SPACES = 182 (2 EA. TOWN HOME)
- NUMBER OF PROPOSED DRIVEWAY PARKING SPACES = 182 (2 EA. TOWN HOME)
- NUMBER OF PROPOSED QUIET PARKING SPACES = 39
- PERCENTAGE OF BUILDABLE LAND = 69%
- PERCENTAGE OF OPEN SPACE = 32%
- OPEN SPACE = 13645 SQFT
- NET DENSITY = 9.91 UNITS/ACRE

NOTES:

1. THE SUBJECT PROPERTY IS LOCATED IN THE FEMA FLOOD ZONE X PER THE FEMA MAP 4902090115 C, DATED JULY 17, 2002.
2. SEWER, STORM DRAIN, CULINARY WATER, AND SECONDARY WATER WILL NEED TO CONNECT TO THE RESPECTIVE UTILITIES IN CROSSROADS BLVD. CULINARY AND SECONDARY WATER NEED TO CONNECT AT CROSSROADS BLVD AND AT ALHAMBRA DRIVE TO LOOP THE SYSTEMS AND PREVENT EXCESSIVE DEAD END WATER LINES.
3. A COMPLETE ROAD DESIGN OF 400 EAST WILL BE REQUIRED FROM THE NORTHERN END OF THE PROPERTY TO CROSSROADS BLVD, EVEN THOUGH ONLY A PORTION WILL BE IMPROVED. THIS IS REQUIRED TO ENSURE THAT PROPER VERTICAL AND HORIZONTAL CURVES FOR THE ROAD CAN BE CREATED BASED ON THE DESIGN FOR YOUR FRONTAGE.
4. THE NORTH PORTION OF 400 EAST IS LOCATED WITHIN LEHI CITY BOUNDARIES. WE WILL NEED TO COLLABORATE WITH BOTH LEHI AND SARATOGA SPRINGS ON AN APPROPRIATE ROAD CROSS-SECTION.
5. ALL TRASH STORAGE WILL BE HANDLED WITH INDIVIDUAL TRASH RECEPTACLES IN THE GARAGE OF EACH UNIT. THE OCCUPANTS WILL BE RESPONSIBLE TO BRING THEIR TRASH RECEPTACLE CURB SIDE ON THE DAY OF TRASH PICKUP.

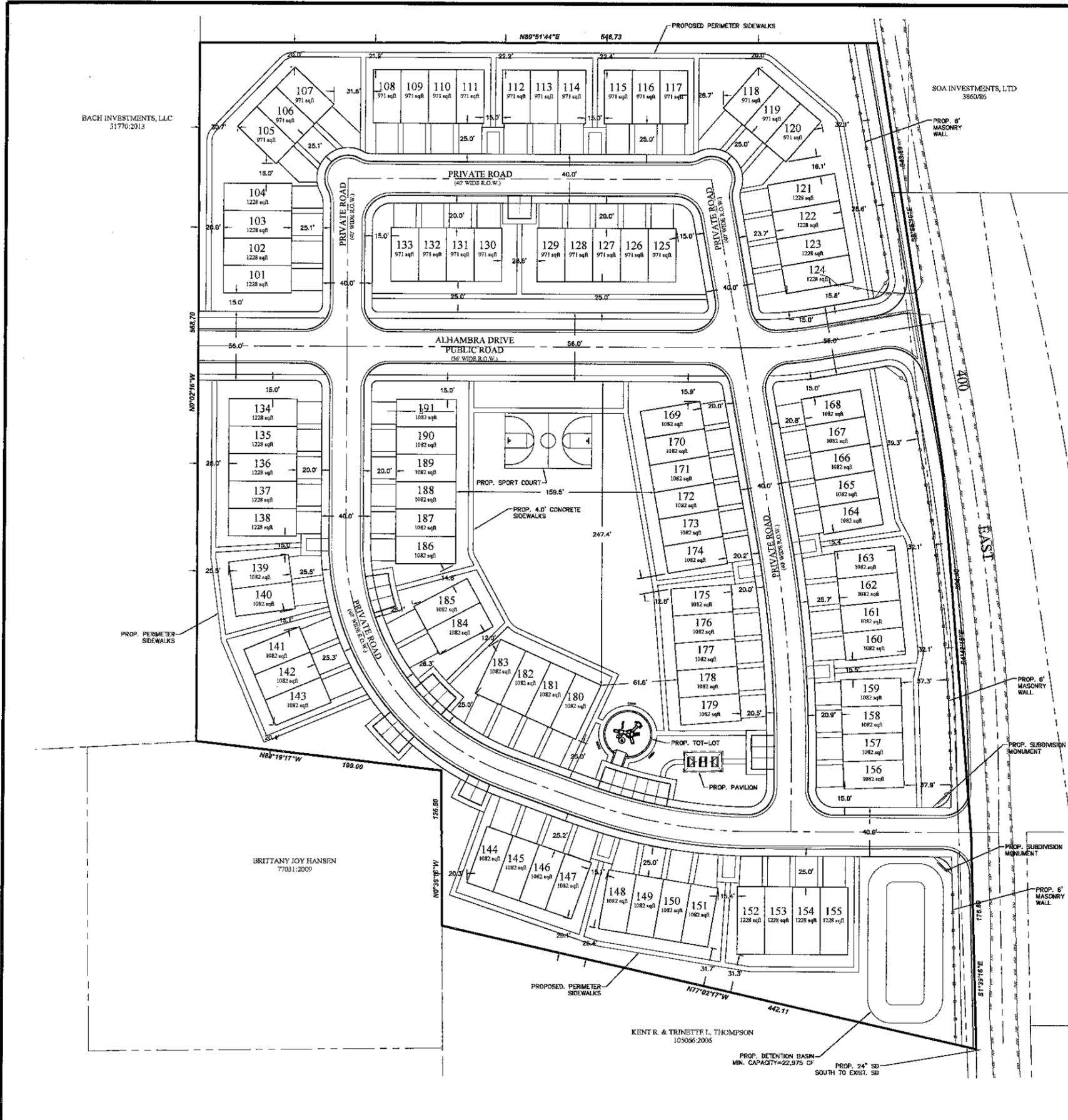


SUNSET ACRES
Saratoga Springs
Concept Plan

REVISION BLOCK	DATE	DESCRIPTION
1		
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6		

Concept Plan

Scale: 1"=40'
Date: 7/16/2014
Sheet: C1

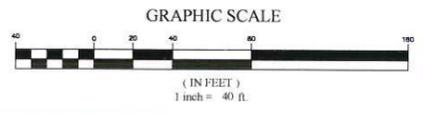




DEVELOPMENT TABLE

- NUMBER OF TOWNE HOME LOTS - 91 LOTS
- NUMBER OF PROPOSED GARAGE SPACES - 182
- NUMBER OF PROPOSED DRIVEWAY PARKING SPACES - 182
- NUMBER OF GUEST PARKING STALLS - 30
- TOTAL PARKING - 394
- PERCENTAGE OF BUILDABLE LAND - 68%
- PERCENTAGE OF QUALIFIED OPEN SPACE* - 32%
- QUALIFIED OPEN SPACE: 136,901 SQFT
- NET DENSITY - 9.91 UNITS/ACRE

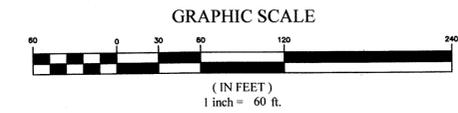
QUALIFIED OPEN SPACE
 NON-QUALIFIED OPEN SPACE



SUNSET ACRES
Saratoga Springs
Open Space Exhibit

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

Open Space Exhibit	
Scale: 1"=40'	Drawn: TMB
Date: 7/16/2014	Job #: 14-002
Sheet: C4	



RIVERSIDE HEIGHTS

PREPARED FOR:
IVORY HOMES
LOCATED IN:
SARATOGA SPRINGS, UTAH



VICINITY MAP

NTS

PLANNING COMMISSION

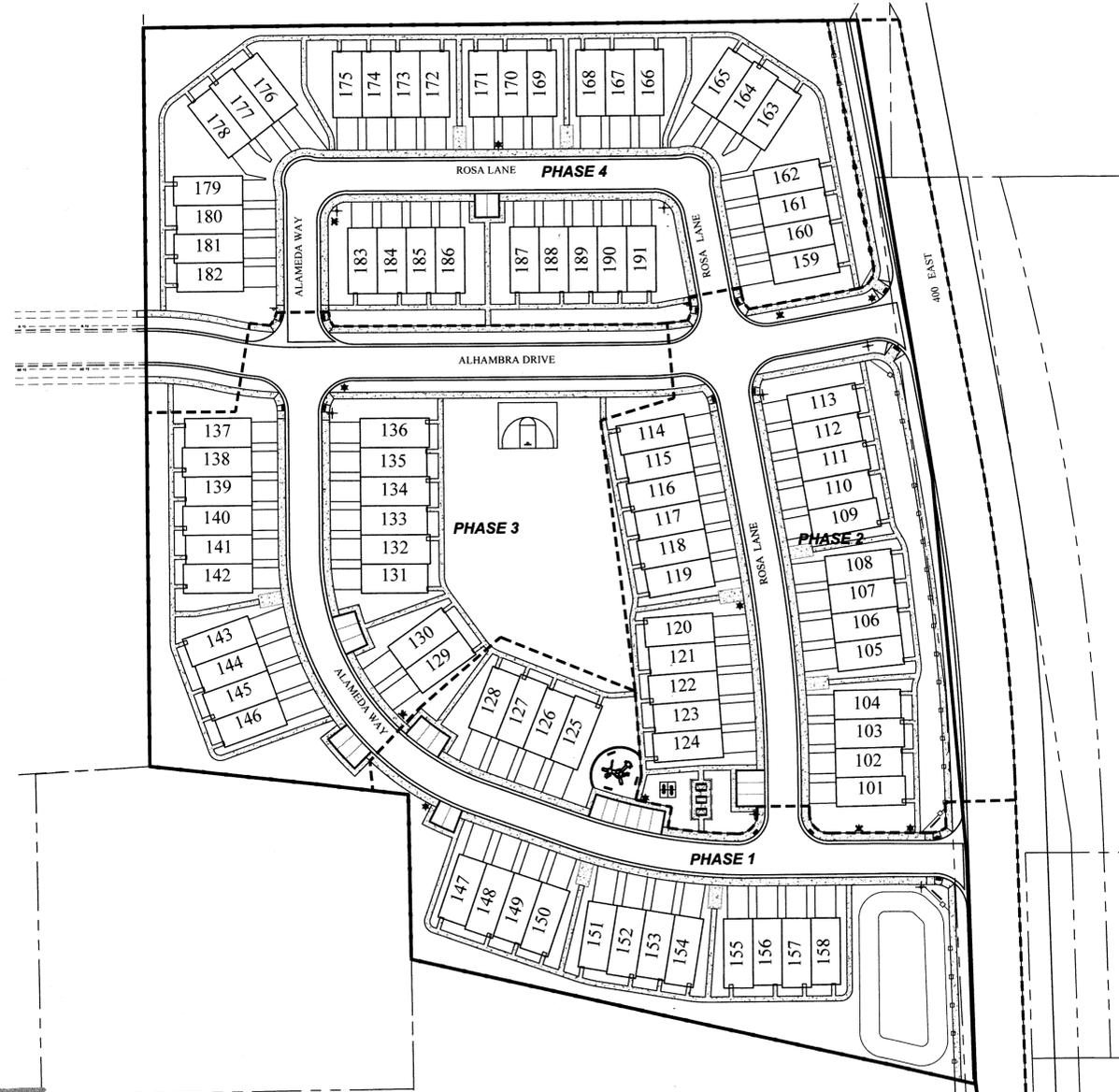
APPROVED THIS _____ DAY OF _____ A.D.,
20____ BY THE SARATOGA SPRINGS CITY PLANNING
COMMISSION

CHAIRMAN, CITY PLANNING COMMISSION

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D.,
20____ BY THE SARATOGA SPRINGS CITY COUNCIL

CHAIRMAN, SARATOGA SPRINGS CITY COUNCIL



SITE MAP

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO SARATOGA SPRINGS STANDARDS AND SPECIFICATIONS
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- POST-APPROVED ALTERATIONS TO LIGHTING PLANS OR INTENDED SUBSTITUTIONS FOR APPROVED LIGHTING EQUIPMENT SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
- THE CITY RESERVES THE RIGHT TO CONDUCT POST-INSTALLATION INSPECTIONS TO VERIFY COMPLIANCE WITH THE CITY'S REQUIREMENTS AND APPROVED LIGHTING COMMITMENTS, AND IF DEEMED APPROPRIATE BY THE CITY, TO REQUIRE REMEDIAL ACTION AT NO EXPENSE TO THE CITY.
- ALL EXTERIOR LIGHTING SHALL MEET IESNA FULL-CUTOFF CRITERIA UNLESS OTHERWISE APPROVED BY THE CITY.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS, IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL 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 CITY, THE OWNER, AND THE 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 THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

Sheet List Table

Sheet Number	Sheet Title
C1	Cover
C2	Preliminary Plat
C3	Existing & Demolition Plan
C4	Site Plan
C5	Grading & Drainage Plan
C6	Utility Plan
C7	400 East Offsite Plan
C8	Erosion Control Plan
C9	Overall Landscape Plan

DATA TABLE

	ACRES	SQUARE FEET	% OF TOTAL
TOTAL AREA	9.69	421,935	100%
TOTAL IMPERVIOUS AREA	6.04	263,102	62%
TOTAL BUILDING PAD AREA	2.42	105,417	25%
TOTAL LANDSCAPE AREA	3.65	158,833	38%
TOTAL ROW	2.51	109,356	26%
TOTAL LOTS = 91 TOTAL BUILDINGS = 22 NET DENSITY = 9.4 UNITS/ACRE			
GARAGE PARKING SPACES = 182			
DRIVEWAY PARKING SPACES = 182			
OFF-STREET PARKING SPACES = 30			
TOTAL PARKING SPACES = 394			

DWELLING TABLE

MODEL NAME*	BASEMENT (SF) (UNFINISHED)	LEVEL 1 (SF) (FINISHED)	LEVEL 2 (SF) (FINISHED)	TOTAL (SF) (FINISHED)
VANCOUVER	447	473	794	1267
OLYMPIA	528	557	810	1367
BELLEVUE	447	473	638	1111

*NOTE: BUILDING PADS ARE SIZED TO ACCOMMODATE ANY OF THE 3 FLOOR PLANS

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING
502 WEST 8360 SOUTH
SANDY, UTAH 84070
(801) 352-0075
CONTACT: TRAVIS BENSON

OWNER/DEVELOPER
IVORY DEVELOPMENT
978 WOODOAK LANE
SALT LAKE CITY, UTAH 84117
(801) 747-7000
CONTACT: KEN WATSON

SARATOGA SPRINGS
1307 N. COMMERCE DR. #200
SARATOGA SPRINGS, UTAH 84045
(801) 766-9793

BENCHMARK
NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4518.08

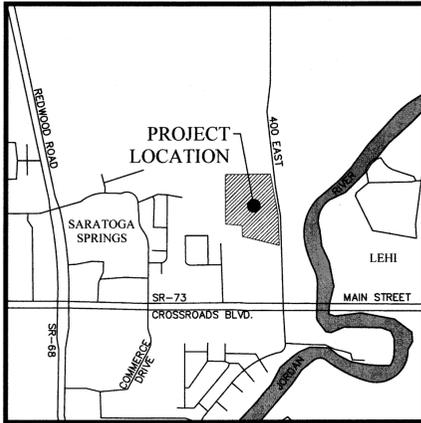


RIVERSIDE HEIGHTS
Saratoga Springs
Cover

REVISION BLOCK	DATE	DESCRIPTION
1		
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COVER

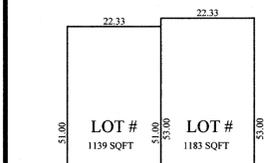
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Date: 10/09/14
Sheet: C1



VICINITY MAP
N.T.S.

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	250.00	13°29'02"	58.83	N83°23'45"W	58.70
C2	250.00	13°20'46"	58.23	S83°19'37"E	58.10
C3	250.00	10°04'44"	43.98	N84°57'38"E	43.92
C4	19.00	33°07'57"	10.99	N26°33'58"W	10.83
C5	200.00	69°55'10"	244.06	S34°57'35"E	229.20
C6	400.00	20°04'21"	140.13	S79°57'20"E	139.42
C7	1005.00	10°00'30"	175.55	N04°59'45"W	175.33
C8	222.00	13°29'48"	52.29	N83°24'08"W	52.17
C9	278.00	13°28'26"	65.38	N83°23'27"W	65.23
C10	278.00	13°20'46"	64.76	S83°19'37"E	64.61
C11	222.00	13°20'46"	51.71	S83°19'37"E	51.59
C12	222.00	7°54'14"	30.62	S80°36'21"E	30.60
C13	222.00	5°26'32"	21.09	S87°16'44"E	21.08
C14	278.00	9°31'29"	46.21	S81°24'58"E	46.16
C15	278.00	3°49'17"	18.54	S88°05'22"E	18.54
C16	278.00	7°02'26"	34.16	N86°28'47"E	34.14
C17	222.00	10°04'44"	39.05	N84°57'38"E	39.00
C18	222.00	8°54'03"	34.49	N85°32'58"E	34.45
C19	222.00	1°10'40"	4.56	N80°30'36"E	4.56
C20	278.00	9°20'13"	45.30	N85°19'53"E	45.25
C21	278.00	0°44'31"	3.60	N89°17'32"E	3.60
C22	15.00	90°00'00"	23.56	N34°55'16"E	21.21
C23	15.00	90°00'00"	23.56	N55°04'44"W	21.21
C24	1663.50	8°33'59"	248.71	N05°47'44"W	248.48
C25	19.00	35°27'19"	11.76	S27°43'40"E	11.57
C26	19.00	38°30'02"	12.77	N69°15'01"E	12.53
C27	15.00	80°00'00"	20.94	N50°00'00"W	19.28
C28	15.00	13°53'26"	3.64	S03°03'17"E	3.63
C29	25.00	107°46'53"	47.03	N50°00'00"W	40.39
C30	15.00	13°53'26"	3.64	N83°03'17"E	3.63
C31	15.00	90°00'00"	23.56	S45°00'00"W	21.21
C32	25.00	121°06'13"	52.84	S45°00'00"W	43.54
C33	25.00	121°06'13"	52.84	S45°00'00"W	43.54
C34	15.00	15°33'07"	4.07	N07°46'33"W	4.06
C35	19.00	42°50'38"	14.21	N21°25'19"E	13.88
C36	19.00	35°22'36"	11.73	S17°41'18"E	11.55
C37	19.00	29°58'27"	9.94	N14°59'13"W	9.83
C38	19.00	35°22'36"	11.73	S17°41'18"W	11.55
C39	220.00	69°55'10"	268.47	S34°57'35"E	252.12
C40	180.00	69°55'10"	219.66	S34°57'35"E	206.28
C41	420.00	20°04'21"	147.14	S79°57'20"E	146.39
C42	380.00	18°29'52"	122.68	S79°10'06"E	122.15
C43	19.00	33°51'21"	11.23	N73°03'50"W	11.06
C44	19.00	36°53'50"	12.24	N71°33'35"E	12.03
C45	15.00	90°00'00"	23.56	S44°59'30"E	21.21
C46	15.00	91°34'29"	23.97	N45°47'44"E	21.50
C47	1025.00	10°00'30"	179.04	N04°59'45"W	178.82
C48	985.00	10°00'30"	172.06	N04°59'45"W	171.84
C49	19.00	35°17'52"	11.71	S07°38'56"W	11.52

Line Table		
LINE	LENGTH	DIRECTION
L1	4.01	N90°00'00"E
L2	4.01	N90°00'00"W
L3	4.01	N90°00'00"E
L4	19.53	N79°55'16"E
L5	19.49	N79°55'16"E
L6	19.57	S79°55'16"W
L7	21.28	S16°13'45"W
L8	19.62	S09°18'49"W
L9	18.64	S22°21'40"E
L10	21.52	S35°27'57"W
L11	22.20	S39°48'51"W
L12	16.21	S17°18'05"W
L13	59.01	N41°56'14"W
L14	15.81	N54°35'18"W
L15	15.92	N39°35'56"W
L16	24.72	N52°38'59"W
L17	40.02	S46°27'35"E
L18	35.46	S01°46'44"W
L19	59.26	S76°15'53"W
L20	38.28	N32°32'56"E
L21	24.50	S71°33'47"E
L22	23.80	S88°26'27"E
L23	113.75	S49°43'30"E
L24	18.60	S46°19'57"E
L25	17.74	S30°05'23"W
L26	23.41	N66°14'15"E
L27	15.00	N90°00'00"E
L28	15.00	N90°00'00"E
L29	28.71	S69°39'15"E
L30	17.33	N38°20'37"W
L31	27.79	N59°41'25"E
L32	15.81	S71°33'54"E
L33	34.77	N90°00'00"E
L34	27.07	S22°33'13"W



LEGEND

- PRIVATE AREA
- DEDICATED TO SARATOGA SPRINGS AS PUBLIC ROW
- OPEN SPACE

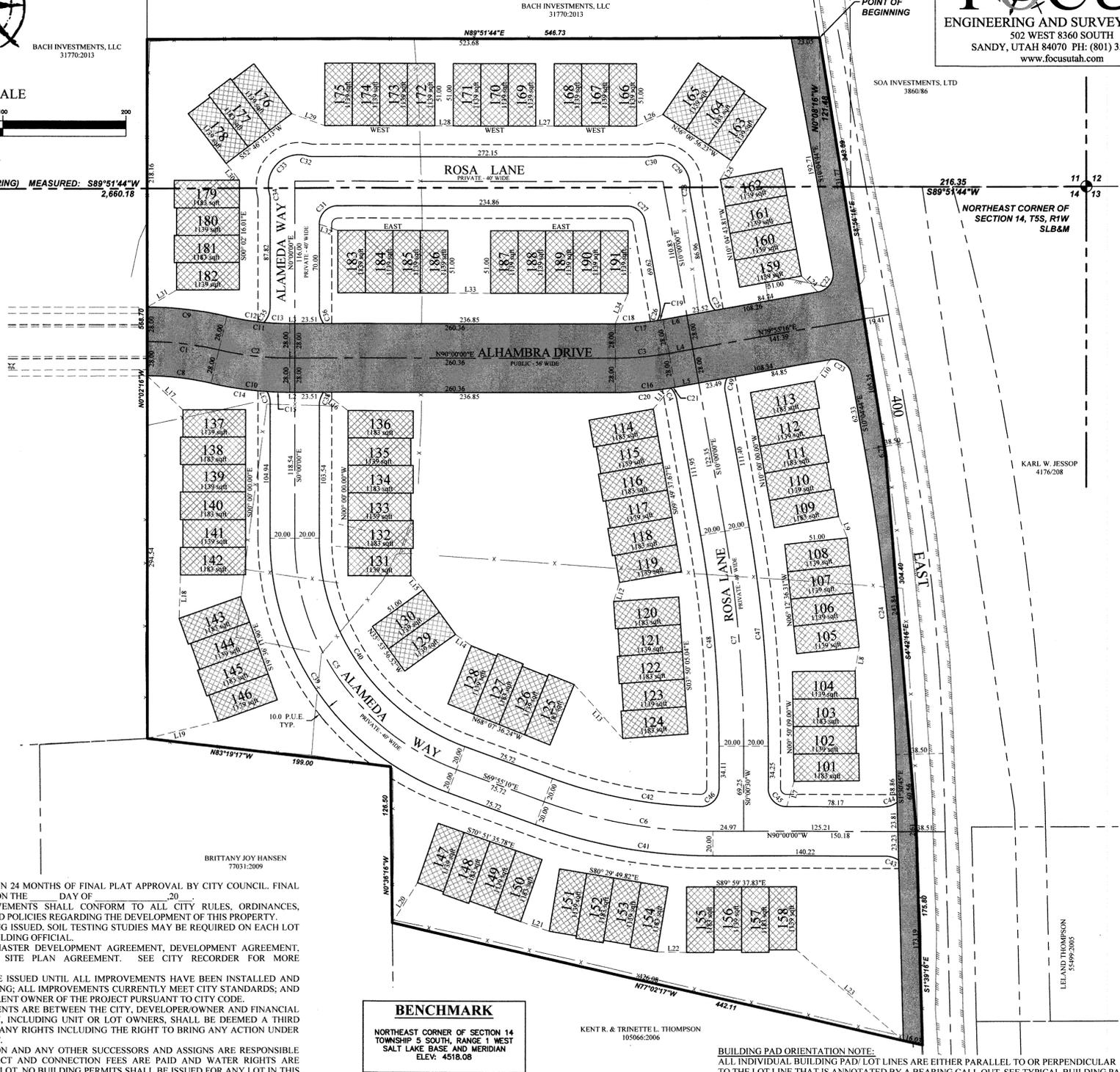
TYP. 51' & 53' BUILDING PAD

GENERAL NOTES:

- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
- PRIOR TO BUILDING PERMIT BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
- 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.
- 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 BENEFICIARIES OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
- THE OWNER OF THIS SUBDIVISION AND ANY OTHER SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR THE 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 CONNECTIONS 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.
- 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.
- ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS AND ASSIGNS.
- NO CITY MAINTENANCE IS PROVIDED ON ALL STREETS DESIGNATED AS "PRIVATE"
- ALL UNITS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO THE HOME OWNERS ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&RS.

RIVERSIDE HEIGHTS

LOCATED IN THE SE¼ OF SECTION 11 AND THE NE¼ OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



BENCHMARK
NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4518.08

BUILDING PAD ORIENTATION NOTE:
ALL INDIVIDUAL BUILDING PAD/LOT LINES ARE EITHER PARALLEL TO OR PERPENDICULAR TO THE LOT LINE THAT IS ANNOTATED BY A BEARING CALL OUT. SEE TYPICAL BUILDING PAD DETAIL THIS SHEET FOR LOT LINE DIMENSIONS

BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE: (A) BOUNDARY, COURSE DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. *APPROVING* SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-40-603(4)(c)(ii).

<p>QUESTAR GAS COMPANY</p> <p>Approved this _____ day of _____, A.D. 20____</p> <p>QUESTAR GAS COMPANY</p>	<p>ROCKY MOUNTAIN POWER</p> <p>Approved this _____ day of _____, A.D. 20____</p> <p>ROCKY MOUNTAIN POWER</p>	<p>COMCAST CABLE TELEVISION</p> <p>Approved this _____ day of _____, A.D. 20____</p> <p>COMCAST CABLE TELEVISION</p>	<p>CENTURY LINK</p> <p>Approved this _____ day of _____, A.D. 20____</p> <p>CENTURY LINK</p>
<p>FIRE CHIEF APPROVAL</p> <p>Approved by the Fire Chief on this _____ day of _____, A.D. 20____</p> <p>CITY FIRE CHIEF</p>	<p>PLANNING COMMISSION APPROVAL</p> <p>Approved by the Planning Commission on this _____ day of _____, A.D. 20____</p> <p>CHAIRMAN, PLANNING COMMISSION</p>	<p>SARATOGA SPRINGS ENGINEER APPROVAL</p> <p>Approved by the City Engineer on this _____ day of _____, A.D. 20____</p> <p>CITY ENGINEER</p>	<p>SARATOGA SPRINGS ATTORNEY</p> <p>Approved by Saratoga Springs Attorney on this _____ day of _____, A.D. 20____</p> <p>SARATOGA SPRINGS ATTORNEY</p>
		<p>LEHI CITY POST OFFICE</p> <p>Approved by Post Office Representative on this _____ day of _____, A.D. 20____</p> <p>LEHI CITY POST OFFICE REPRESENTATIVE</p>	

PREPARED BY

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

SURVEYOR'S CERTIFICATE

I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

BOUNDARY DESCRIPTION

A portion of that Real Property described in Deed Book 810 Page 387 of the Official Records of Utah County located in the SE¼ of Section 11 & the NE¼ of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:
Beginning at the southeast corner of that Real Property described in Deed Book 2008 Page 80 of the Official Records of Utah County located S89°51'44"W along the Section line 216.35 feet and N0°08'16"W 121.48 feet from the Northeast Corner of Section 14, T5S, R1W, S.L.B. & M.; thence along the boundary of said Deed Book 810 Page 387 the following 7 (seven) courses and distances: S8°56'16"E 343.89 feet; thence S4°42'16"E 304.40 feet; thence S1°39'16"E 175.80 feet; thence N77°02'16"W 442.10 feet; thence N0°36'16"W 126.50 feet; thence N83°19'16"W 199.00 feet; thence N0°02'16"W 568.70 feet to the southwest corner of said Deed Book 2008 Page 80; thence N89°51'44"E along said deed 546.72 feet to the point of beginning.

Contains: 9.69+/- acres

Dennis P. Carlisle _____ Date _____
Professional Land Surveyor
Certificate No. 172675

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

RIVERSIDE HEIGHTS

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS AND PUBLIC AMENITIES 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 ENCUMBRANCES ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

LIMITED LIABILITY ACKNOWLEDGEMENT

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____, A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH)

ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____ (name of document signer) WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ (Name of Corporation) AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID *CORPORATION BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID *CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION 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____

APPROVED BY MAYOR _____

APPROVED BY ENGINEER _____ (SEE SEAL BELOW)

CITY-RECORDER _____ (SEE SEAL BELOW)

ATTEST _____

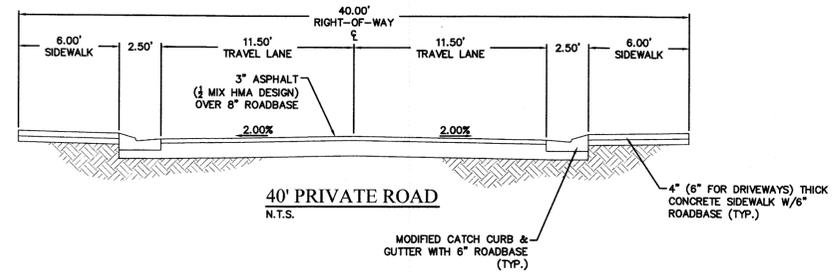
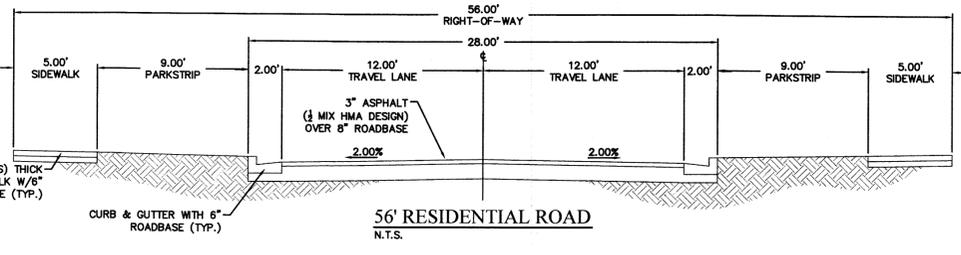
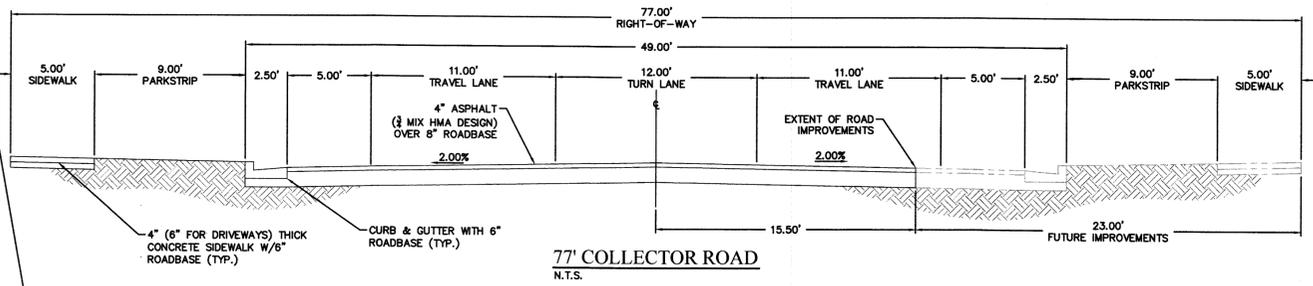
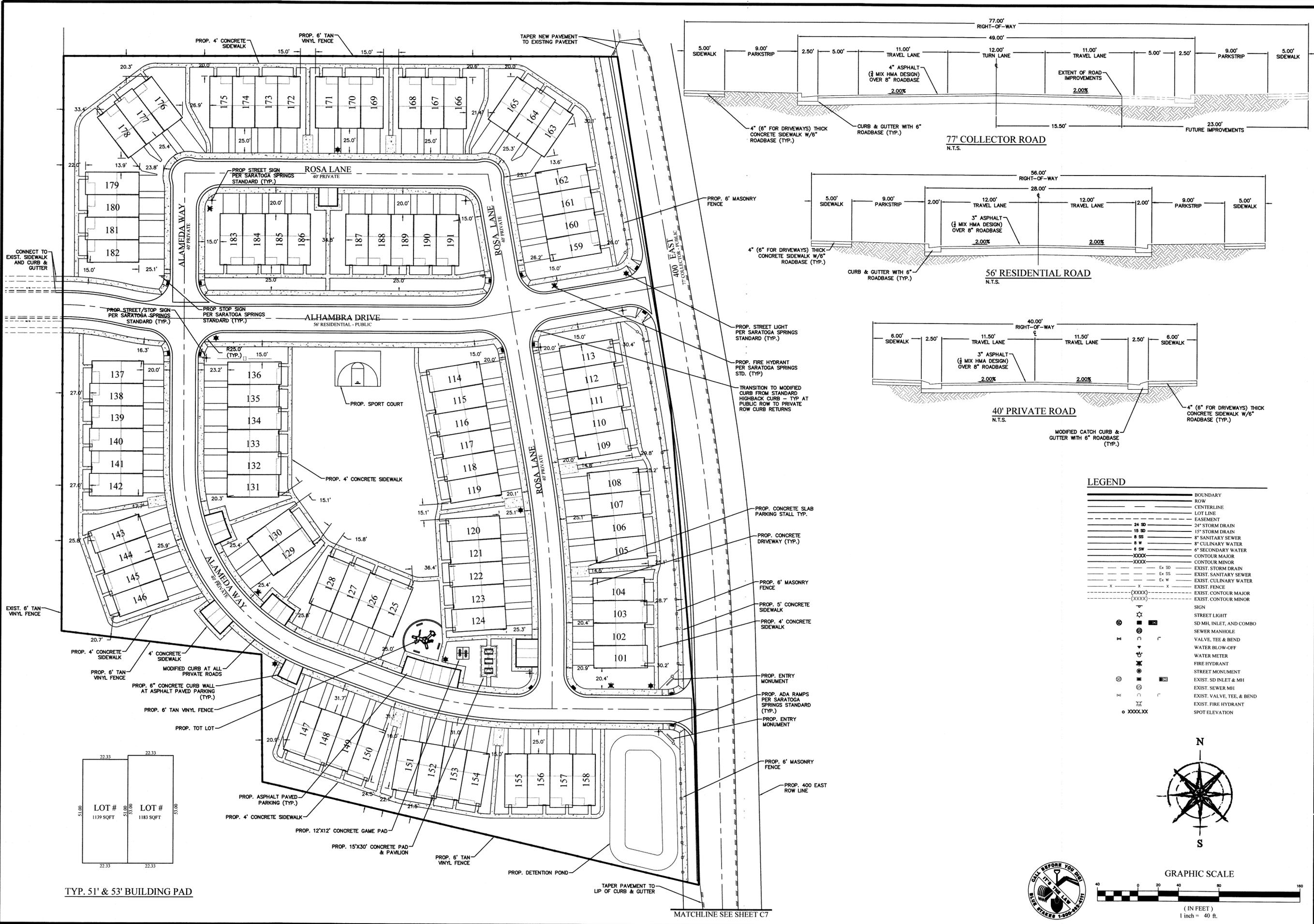
RIVERSIDE HEIGHTS

LOCATED IN THE SE¼ OF SECTION 11 AND THE NE¼ OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CITY-COUNTY RECORDER SEAL
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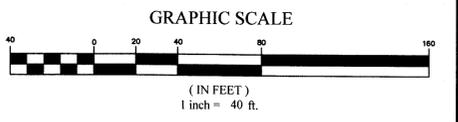


RIVERSIDE HEIGHTS
Saratoga Springs
Site Plan



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	24" STORM DRAIN
---	12" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	6" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	WATER METER
---	FIRE HYDRANT
---	STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION

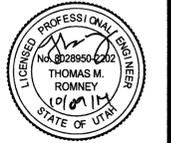


REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN

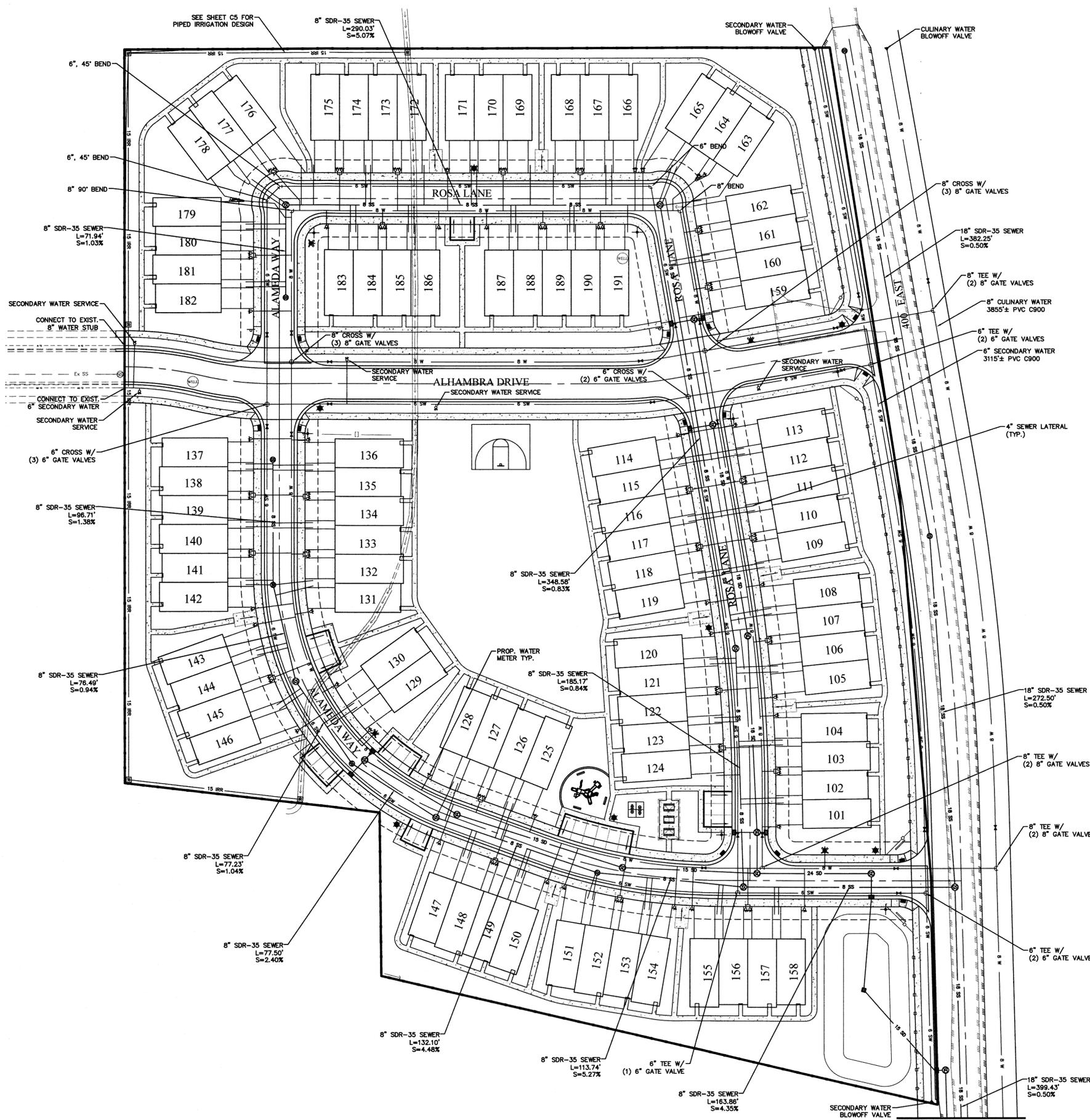
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RIVERSIDE HEIGHTS
Saratoga Springs
Utility Plan

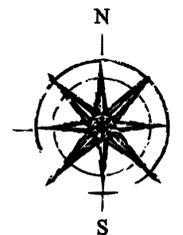
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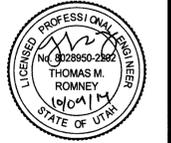
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Scale: 1"=40'	Drawn: TMB
Date: 10/09/14	Job #: 14-002
Sheet:	
C6	



LEGEND

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
—	EASEMENT
—	24" SDR
—	15" SDR
—	8" SDR
—	8" W
—	6" SW
—	4" SANITARY SEWER
—	8" CULINARY WATER
—	6" SECONDARY WATER
—	CONTOUR MAJOR
—	CONTOUR MINOR
—	EXIST. STORM DRAIN
—	EXIST. SANITARY SEWER
—	EXIST. CULINARY WATER
—	EXIST. FENCE
—	EXIST. CONTOUR MAJOR
—	EXIST. CONTOUR MINOR
—	SIGN
—	STREET LIGHT
—	SD MH, INLET, AND COMBO
—	SEWER MANHOLE
—	VALVE, TEE & BEND
—	WATER BLOW-OFF
—	WATER METER
—	FIRE HYDRANT
—	STREET MONUMENT
—	EXIST. SD INLET & MH
—	EXIST. SEWER MH
—	EXIST. VALVE, TEE, & BEND
—	EXIST. FIRE HYDRANT
—	SPOT ELEVATION

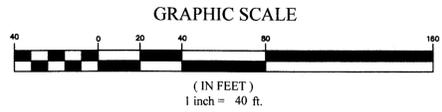
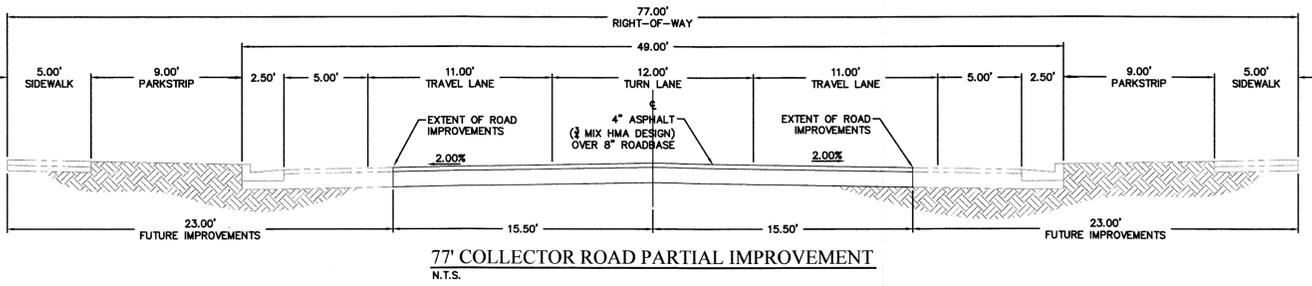
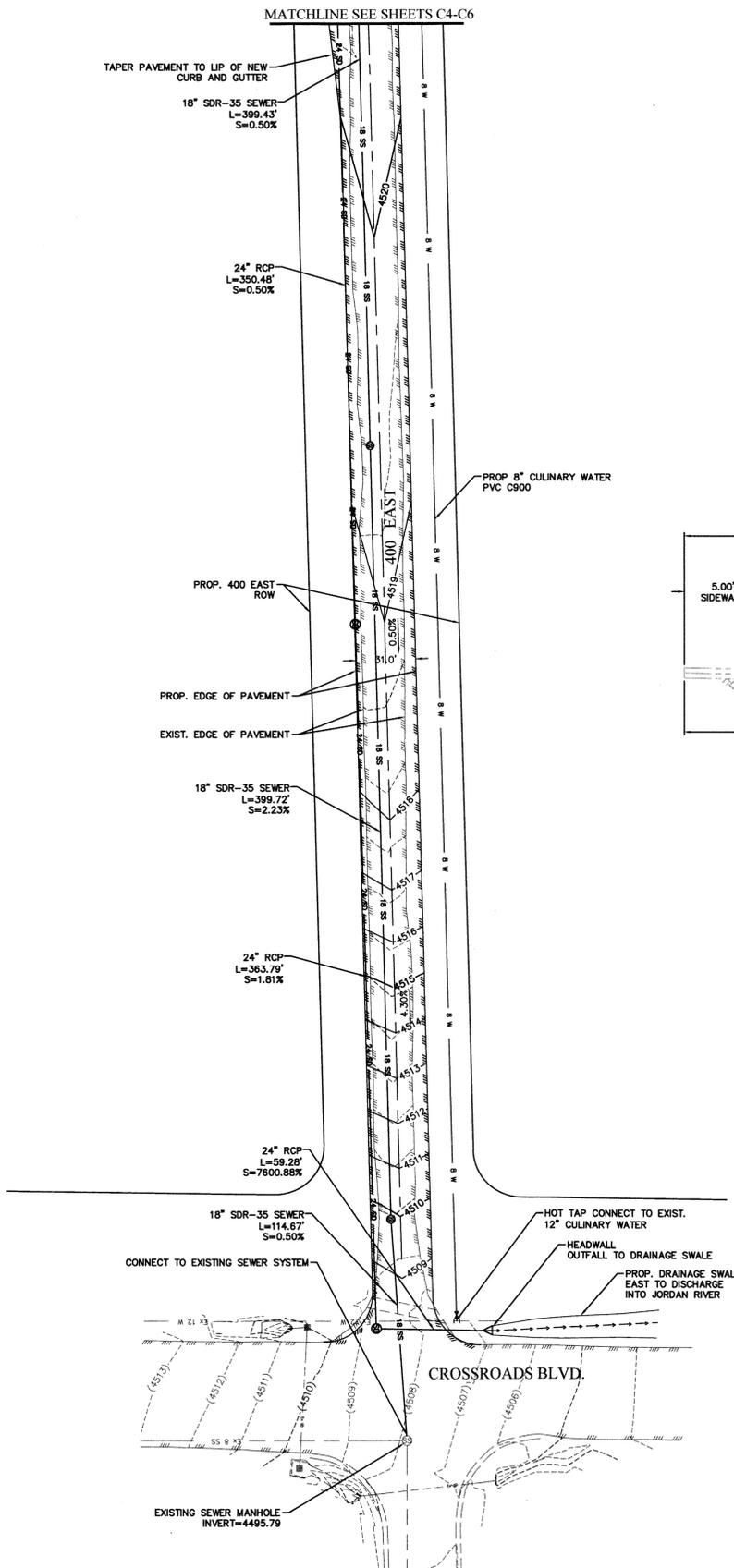




RIVERSIDE HEIGHTS
Saratoga Springs
400 East Offsite Plan

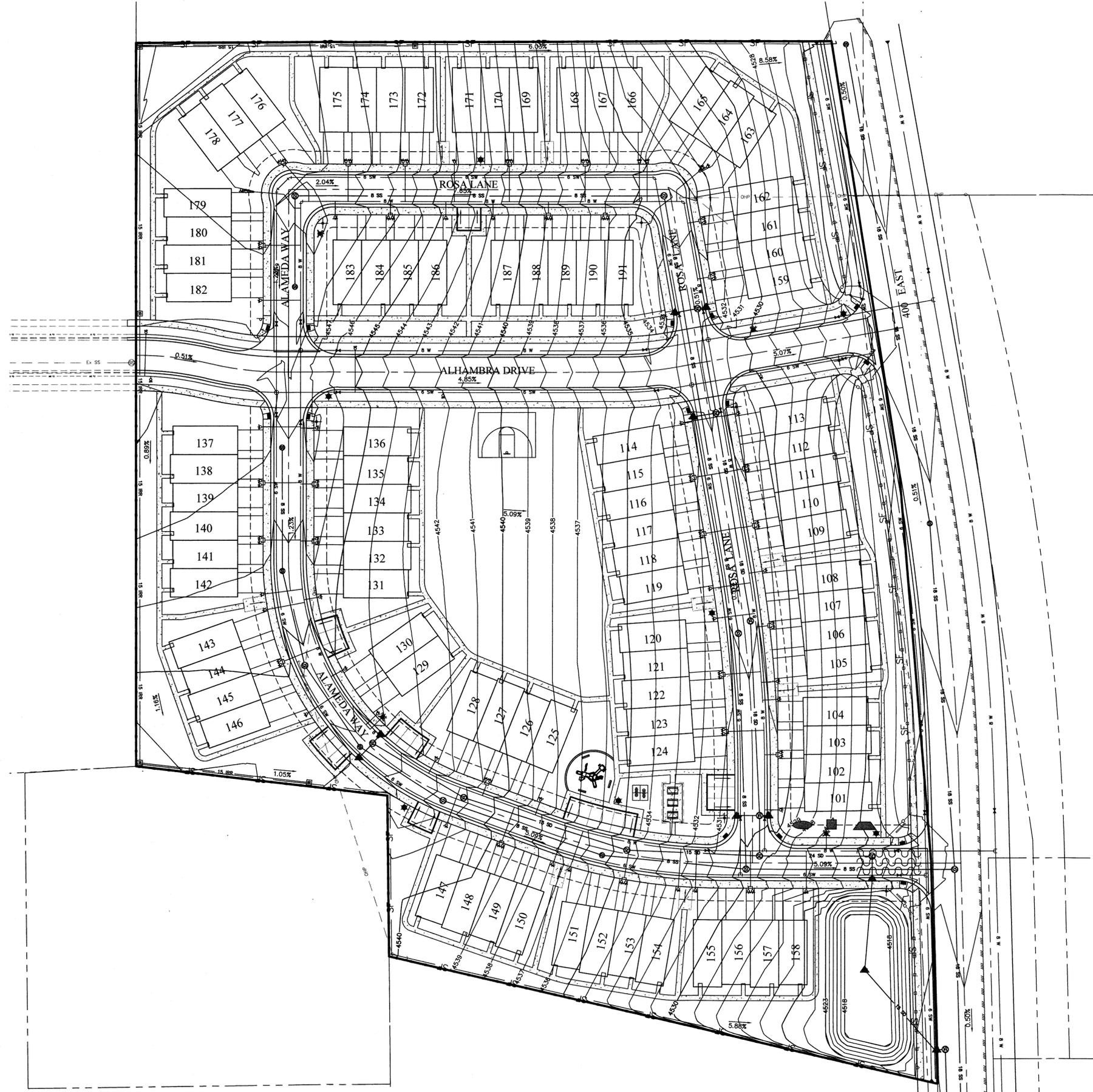
LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	24" SDR
---	15" SDR
---	8" SDR
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	6" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
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---	STREET LIGHT
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---	WATER BLOW-OFF
---	WATER METER
---	FIRE HYDRANT
---	STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION



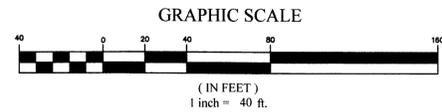
REVISION BLOCK	
#	DESCRIPTION

400 EAST OFFSITE PLAN	
Scale: 1"=40'	Drawn: TMB
Date: 10/09/14	Job #: 14-002
Sheet: C7	



EROSION CONTROL LEGEND

- CONSTRUCTION ENTRANCE
- MATERIALS STORAGE
- FUEL TANKS
- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TRAILER
- INLET PROTECTION
- SURFACE WATERS
- OUTFALL
- SILT FENCE
- CUTBACK CURB
- FIBER ROLL



MATCHLINE SEE SHEET CXX



RIVERSIDE HEIGHTS
 Saratoga Springs
 Erosion Control Plan

REVISION BLOCK	
#	DESCRIPTION
1	DATE
2	
3	
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6	

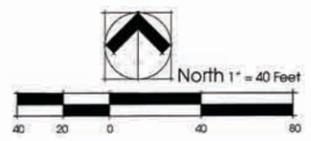
EROSION CONTROL PLAN

Scale: 1"=40' Drawn: TMB
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 Sheet: **C8**

Z:\2014\14-002_Ivory-Saratoga Norman_Property\design\14-002.dwg\preliminary sheets\C8 Erosion Control Plan.dwg



- SPORT COURT
- 6 ft. MASONRY WALL
- TOT LOT
- PAVILION



17 JULY 2014
Concept Plan

SUNSET ACRES

Saratoga Springs, Utah

IVORY DEVELOPMENT, 978 WOOD OAK LANE, SALT LAKE CITY, UTAH


R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84326 435.753.2955



Plant List . Riverside Heights, Saratoga Springs, Utah . Ivory Homes

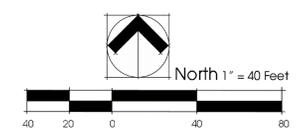
KEY	PLANT TYPE	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
A	Street Trees	Fraxinus p.l. 'Marshall's Seedless'	Marshall's Seedless Ash	2" cal.	
B		Platanus acerifolia 'Bloodgood'	London Plane Tree	2" cal.	
C		Tilia cordata 'Greenspire'	Little Leaf Linden	2" cal.	
D	Shade Trees	Acer platanoides 'Deborah'	Deborah Maple	2" cal.	
E		Celtis occidentalis	Common Hackberry	2" cal.	
F	Accent Trees	Malus 'Pristine Fire'	Prairie Fire Crabapple	1 1/2" cal.	
G		Malus 'Spring Snow'	Spring Snow Crabapple	1 1/2" cal.	
H		Pyrus calleryana 'Aristocrat'	Flowering Pear	1 1/2" cal.	
J	Evergreen Tree	Pinus nigra	Austrian Pine	6 ft.	
1	Tall Shrubs	Cornus stolonifera	Red Osier Dogwood	5 gal.	
2		Cotoneaster acutifolia	Peking Cotoneaster	5 gal.	
3		Photinia fraseri	Fraser Photinia	5 gal.	
4		Viburnum burkwoodii	Burkwood Viburnum	5 gal.	
11	Medium Shrubs	Prunus glandulosa	Dwarf Flowering Almond	5 gal.	
12		Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel	5 gal.	
13		Spiraea bumalda 'Anthony Waterer'	Dwarf Red Spiraea	2 gal.	
14		Spiraea cinerea 'Grefsheim'	Grefsheim Spiraea	2 gal.	
15		Taxus baccata repandens	Spreading English Yew	5 gal.	
16		Viburnum opulus nana	Dwarf European Cranberry Bush	2 gal.	
21	Ornamental Grass	Panicum virgatum 'Heavy Metal'	Switch Grass	1 gal.	
31	Perennial Flowers	Alyssum saxatile	Basket of Gold	1 gal.	
32		Campanula carpatica 'Blue Clips'	Tussock Bellflower	1 gal.	
33		Hosta 'Elegans'	Plantain Lily	1 gal.	
34		Hosta ventricosa	Plantain Lily	1 gal.	
35		Iberis sempervirens	Evergreen Candytuft	1 gal.	
36		Lavandula angustifolia	English Lavender	1 gal.	
37		Teucrium chamaedrys	Germander	1 gal.	
38		Heuchera spp.	Corat Bells	1 gal.	Assorted varieties
39		Anemone 'Honorine Jobert'	Windflower	1 gal.	
41	Groundcover	Gallium odorata	Sweet Woodruff	Flats	Plant 12" o.c.
42		Vinca minor	Dwarf Periwinkle	Flats	Plant 12" o.c.

Native Grass Mix . Type 3 (Short) . Jordan View Landing

BOTANICAL NAME	COMMON NAME	RATE PLS/Acre	
Bouteloua gracilis	Blue Grama	4.0	30.77%
Festuca ovina	Sheep Fescue	5.0	38.46%
Poa snabergii	Sandberg Bluegrass	4.0	30.77%
TOTAL:		13.0	100.0%

Planting Notes

- Provide and place four (4) inches of topsoil over all planting areas prior to commencement of planting operations.
- Backfill for all planting pits shall be native material excavated from the pit.
- Following completion of shrub and groundcover plantings, treat beds with a pre-emergent herbicide.
- Provide and install finely shredded bark mulch ("Soil Pep" or equal) to a depth of two (2) inches over all exposed soil in completed shrub and groundcover beds.
- At shrub beds, install steel lawn edging to provide straight lines or smooth curves as shown on the plan.
- All lawn areas shall be installed with sod consisting of primarily *Poa praeatensis* Kentucky Bluegrass species.
- Refer to Planting Specification.



17 NOVEMBER 2014
Planting Concept: OVERALL

JORDAN VIEW LANDING

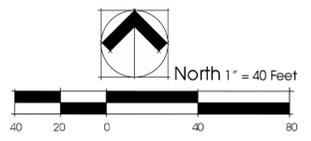
Saratoga Springs, Utah
IVORY DEVELOPMENT . 978 WOOD OAK LANE . SALT LAKE CITY, UTAH

Overall Irrigation Concept . Jordan View Landing

The project is divided by roadways into basically 6 blocks. Each block will have a water meter or Point of Connection to serve the landscape water needs for the buildings on that block.

Some of these blocks consist of more than one phase of development. In these situations, the main line in the earlier phase will be stubbed to use for irrigation needs in subsequent phases. The Phase One irrigation plan has two examples of this. Meters 1 and 3, located on their respective blocks, service areas to the north of phase one. The Phase one plans show a main line stubbed to the phase boundary for future use on the balance of the block.

Because of the need to serve blocks, Phase One improvements include three (3) meter locations. Phase Two will require no new meters; Phase Three which includes development on two blocks will require one additional meter; Phase Four includes development on two blocks and will require two (2) meters which will also meet the needs of Phase Five.



9 DECEMBER 2014
Irrigation Overview

JORDAN VIEW LANDING

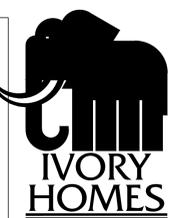
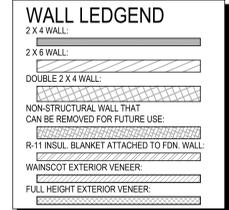
Saratoga Springs, Utah
IVORY DEVELOPMENT . 978 WOOD OAK LANE . SALT LAKE CITY, UTAH


R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84326 435.753.2955

- FLOOR PLAN NOTES**
- CEILING HEIGHTS AT OR ABOVE 9'-0" WILL HAVE A WINDOW HEAD HEIGHT OF 8'-0" & CEILING HEIGHTS BELOW 9'-0" WILL HAVE A WINDOW HEAD HEIGHT OF 8'-0" (UNO)
 - ANY EXTERIOR SHELF BELOW WINDOW SILL SHALL SLOPE AWAY 1/4" PER FOOT - APPLY ELASTOMERIC SEALANT
 - DIMENSIONS ON FLOOR PLAN ARE TO ROUGH FRAMING (UNO)
 - ALL PARTITIONS ARE DIMENSIONED TO FACE OF FRAMING (UNO)
 - ALL ANGLED PARTITIONS ARE 45 DEGREES (UNO)
 - SEE GENERAL NOTES FOR GARAGE SEPARATION REQUIREMENTS

NOTE!
8'-0" TALL FOUNDATION WALLS
ACTUAL MEASURE: 7'-6" CONCRETE FLOORS TO CEILING

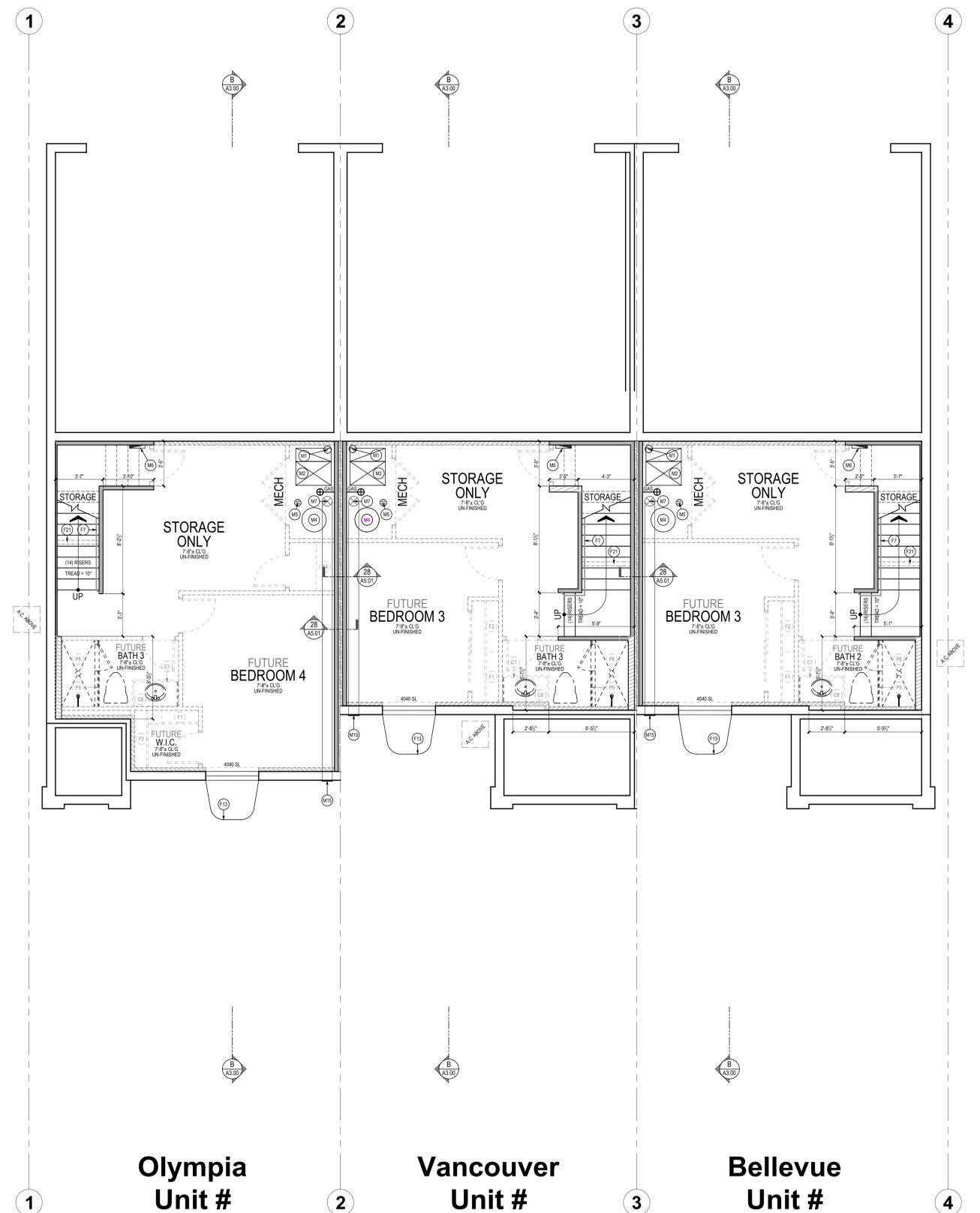
Exhibit 6c
Floor plans



978 Woodoak Lane
Sole Lake City, UT 84117
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KEYNOTES

- FUTURE & OPTIONAL CONSTRUCTION** (IDENTIFIED BY DASHED LINES (UNO))
- SEE GENERAL NOTES PAGE 1 FOR ADDITIONAL CODE REQUIREMENTS AND SPECIFICATIONS
 - (7) THE FOLLOWING KEYNOTES REFERENCE THE SYMBOLS SHOWN ON THIS PLAN:
- MECHANICAL**
- M1: FLOOR
 - M2: 20" EFFICIENT FURNACE
 - M3: 15 SEER AIR CONDITIONER
 - M4: 40 GPM WATER HEATER
 - M5: FLOOR DRAIN
 - M6: ELECTRICAL PANEL
 - M7: COMBUSTION AIR FROM OUTSIDE
 - M8: TERMINATE TO ROOM CEILING
 - M9: MECHANICAL CHASE
 - M10: WALKER SPACE
 - M11: WALKER ALWAYS ON LEEZ DRIFT
 - M12: DRYER GAS LINE TO OUTSIDE
 - M13: EXHAUST FAN/SHOWER DRYER
 - M14: EXHAUST TO OUTSIDE
 - M15: 1/2" R-11 INSUL.
 - M16: 1/2" R-11 INSUL. BLANKET
 - M17: 1/2" R-11 INSUL. BLANKET
 - M18: 1/2" R-11 INSUL. BLANKET
 - M19: 1/2" R-11 INSUL. BLANKET
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 - M48: 1/2" R-11 INSUL. BLANKET
 - M49: 1/2" R-11 INSUL. BLANKET
 - M50: 1/2" R-11 INSUL. BLANKET
- PLUMBING**
- P1: ROSE BIRD
 - P2: SINK
 - P3: SINK
 - P4: SINK
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- FINISH**
- F1: 1/2" R-11 INSUL.
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 - F50: 1/2" R-11 INSUL.
- CABINET**
- C1: 36" HIGH CABINET
 - C2: 36" HIGH CABINET
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- KITCHEN**
- K1: 36" WIDE REFRIGERATOR SPACE
 - K2: 36" WIDE REFRIGERATOR SPACE
 - K3: 36" WIDE REFRIGERATOR SPACE
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 - K48: 36" WIDE REFRIGERATOR SPACE
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- WALL OPENING**
- WO1: SQUARE OPENING (TOP @ 8'-0")
 - WO2: SQUARE OPENING (TOP @ 8'-0")
 - WO3: SQUARE OPENING (TOP @ 8'-0")
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Olympia Unit #

Vancouver Unit #

Bellevue Unit #

BASEMENT FLOOR PLAN

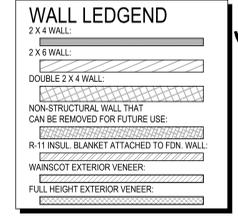
SCALE: 1/4" = 1'-0"

Drawn	10/8/14
Revised	10/8/14
Printed	10/9/14
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The Walk at Ivory Ridge
3300 North 150 West, Lehi, Utah

Building #
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Units:
##-##

- FLOOR PLAN NOTES**
- CEILING HEIGHTS AT OR ABOVE 9'-0" WILL HAVE A WINDOW HEAD HEIGHT OF 8'-0" & CEILING HEIGHTS BELOW 9'-0" WILL HAVE A WINDOW HEAD HEIGHT OF 8'-0" (UNO)
 - ANY EXTERIOR SHELF BELOW WINDOW SILL SHALL SLOPE AWAY 1/4" PER FOOT - APPLY ELASTOMERIC SEALANT
 - DIMENSIONS ON FLOOR PLAN ARE TO ROUGH FRAMING (UNO)
 - ALL PARTITIONS ARE DIMENSIONED TO FACE OF FRAMING (UNO)
 - ALL ANGLED PARTITIONS ARE 45 DEGREES (UNO)
 - SEE GENERAL NOTES FOR GARAGE SEPARATION REQUIREMENTS



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Sale Lake City, UT 84117
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KEYNOTES

● SEE GENERAL NOTES PAGE 1 FOR ADDITIONAL CODE REQUIREMENTS AND SPECIFICATIONS

⑦ THE FOLLOWING KEYNOTE REFERENCE THE SYMBOLS SHOWN BELOW ON PLANS:

- MECHANICAL**
- M1. 20" EFFICIENT GARAGE &
 - M2. 15 SEER AIR CONDITIONER &
 - M3. 40 GPM WATER HEATER &
 - M4. FLOOR CLEAN &
 - M5. ELECTRIC PANEL &
 - M6. COMBUSTION AIR FROM OUTSIDE &
 - M7. TERMINATE AT BELOW GARAGE &
 - M8. MECHANICAL CHASE &
 - M9. WASHING SPACE &
 - M10. WASHING ALWAYS ON LINES (SST) &
 - M11. DRAINAGE GRATE TO OUTSIDE &
 - M12. EXHAUST FAN WITH DRYER &
 - M13. EXHAUST TO OUTSIDE &
 - M14. 18" FLOOR COVERING &
 - M15. PPE BOLLARD & GAS INLET &
 - M16. FOOTING, TOP OF BOLLARD & 3" ABOVE FINISH GRADE. FILL PIPE W/ CONCRETE &
 - M17. 1" MIN. TOP EDGE OF PIPE &
 - M18. (2) METAL COMBUSTION AIR VENTS &
 - M19. 1/4" x 1/4" CONCRETE FROM TOP OF &
 - M20. COMBUSTION AIR FROM TOP OF &
 - M21. 1/4" x 1/4" OPENING IN FIM BOARD &
 - M22. 1/4" x 1/4" OPENING IN EXTERIOR WALL SURFACE

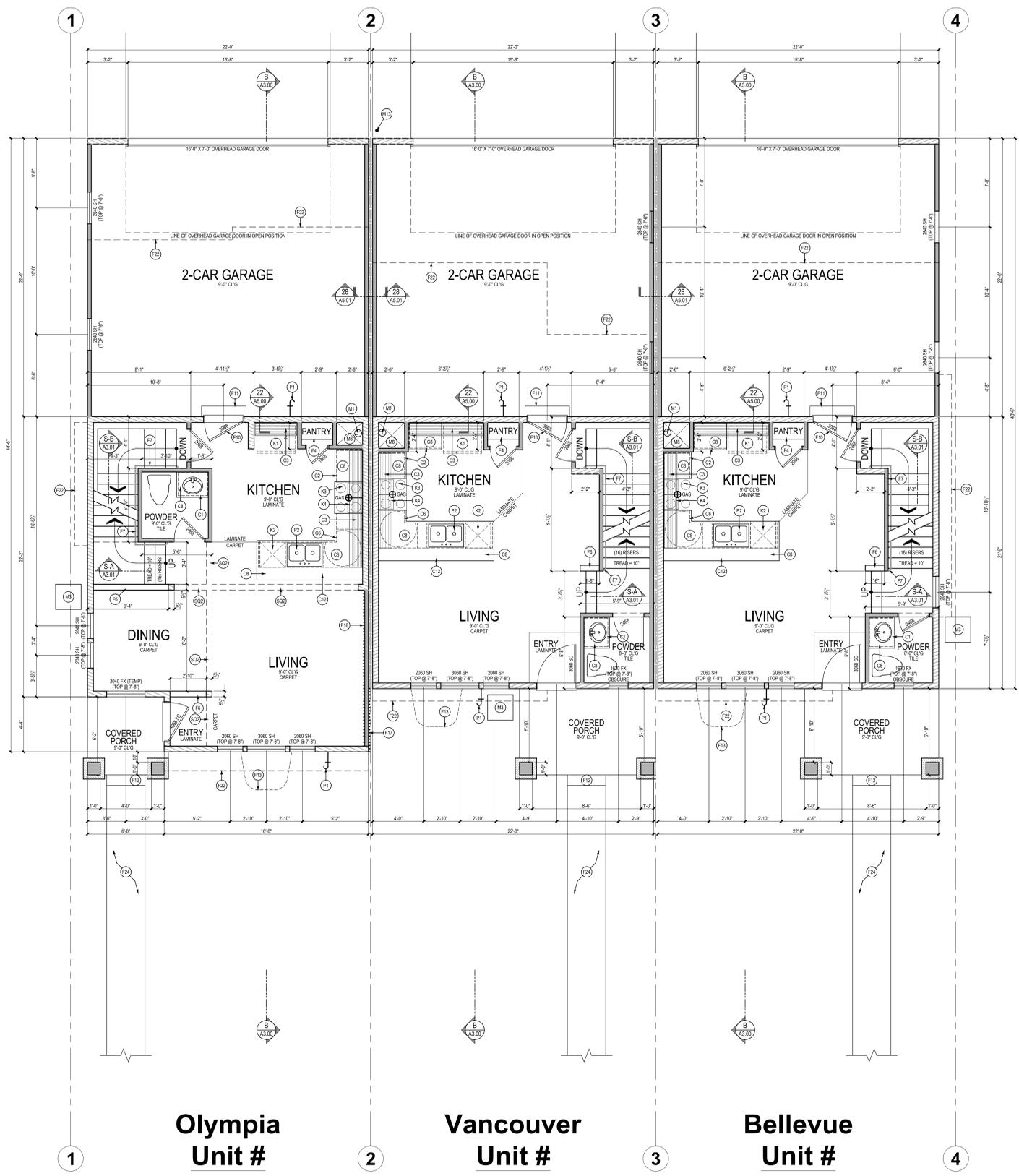
- PLUMBING**
- P1. HOSE BIB &
 - P2. SINK W/ DISPOSAL &
 - P3. SINK &
 - P4. STAINLESS STEEL LAUNDRY SINK &
 - P5. FIBERGLASS SINK &
 - P6. 3/4" x 48" TUB (SHOWER COMBO) &
 - P7. GARDEN HOSE REEL AT ROOM &
 - P8. SEE PLAN FOR SIZE &
 - P9. TELLERWORK &
 - P10. SAFETY GLASS END COUPLER &
 - P11. 3/4" x 1/2" TUBING &
 - P12. 3/4" x 1/2" TUBING W/ GLASS ABOVE &
 - P13. FLOOR CLEAN &

- FINISH**
- F1. (2) 12" DEEP WOOD SHELVES & (2) HOOD &
 - F2. (2) 12" DEEP WOOD SHELVES &
 - F3. (2) 12" DEEP WOOD SHELVES &
 - F4. (2) 12" DEEP WOOD SHELVES &
 - F5. (2) 12" DEEP WOOD SHELVES &
 - F6. (2) 12" DEEP WOOD SHELVES &
 - F7. 2" x 4" WALL 1/2" HOSE W/ WOOD CAP &
 - F8. HANDRAIL 1/2" HOSE &
 - F9. GUARD RAIL 1/2" HOSE &
 - F10. ATTC ACCESS &
 - F11. FINE DOOR (2) MIN. &
 - F12. WOOD STAIRS AS REQUIRED &
 - F13. CONCRETE STEPS AS REQUIRED &
 - F14. WINDOW WELL GRATE &
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 - F98. WINDOW WELL GRATE &
 - F99. WINDOW WELL GRATE &
 - F100. WINDOW WELL GRATE &

- CABINET**
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 - C2. 36" HIGH CABINET &
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- KITCHEN**
- K1. 36" WIDE REFRIGERATOR SPACE &
 - K2. DISHWASHER &
 - K3. 36" WIDE RANGE &
 - K4. MICROWAVE ABOVE &

- WALL OPENING**
- WO1. 36" WIDE WALL OPENING (TOP @ 8'-0") &
 - WO2. 36" WIDE WALL OPENING (TOP @ 8'-0") &
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The Walk at Ivory Ridge
3300 North 150 West, Lehi, Utah

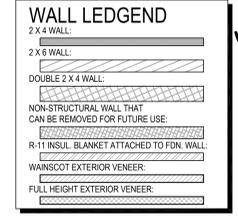
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FLOOR PLAN NOTES

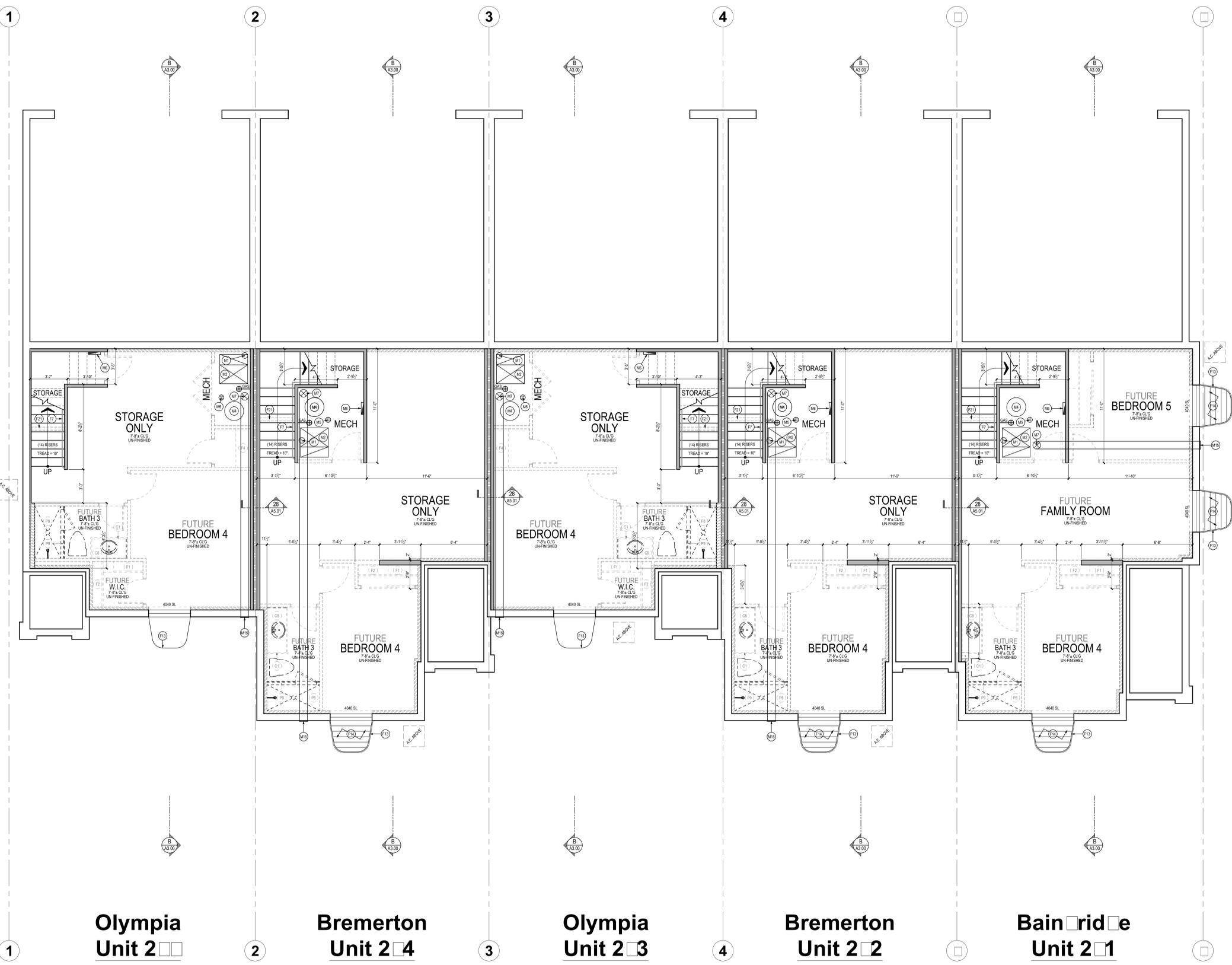
- CEILING HEIGHTS AT OR ABOVE 9'-0" WILL HAVE A WINDOW
- HEAD HEIGHT OF 8'-0" & CEILING HEIGHTS BELOW 9'-0" WILL HAVE A WINDOW HEAD HEIGHT OF 6'-8" (UNO)
- ANY EXTERIOR SHELF BELOW WINDOW SILL SHALL SLOPE AWAY 1/4" PER FOOT - APPLY ELASTOMERIC SEALANT
- DIMENSIONS ON FLOOR PLAN ARE TO ROUGH FRAMING (UNO)
- ALL PARTITIONS ARE DIMENSIONED TO FACE OF FRAMING (UNO)
- ALL ANGLED PARTITIONS ARE 45 DEGREES (UNO)
- SEE GENERAL NOTES FOR GARAGE SEPARATION REQUIREMENTS

NOTE!
8'-0" TALL FOUNDATION WALLS
ACTUAL MEASURE: 7'-6"
CONCRETE FLOOR TO CEILING



KEYNOTES

- FUTURE & OPTIONAL CONSTRUCTION (IDENTIFIED BY DASHED LINES (UNO))**
- SEE GENERAL NOTES PAGE(S) FOR ADDITIONAL CODE REQUIREMENTS AND SPECIFICATIONS
 - THE FOLLOWING KEYNOTE REFERENCE SHALL APPLY UNLESS SHOWN OTHERWISE ON PLANS:
- MECHANICAL**
- M1: FLOOR
 - M2: 20" EFFICIENT DUCTWORK
 - M3: 15 SEER AIR CONDITIONER
 - M4: 5/8" GALV. WATER HEATER
 - M5: FLOOR DRAIN
 - M6: ELECTRICAL PANEL
 - M7: COMBUSTION AIR FROM OUTSIDE
 - M8: TERMINATE 1" OF BRONZE DRAIN
 - M9: MECHANICAL CHARGE
 - M10: WALKER SPACE
 - M11: WALKER ALWAYS ON (SEE LIST)
 - M12: DRAINAGE GROUND TO OUTSIDE
 - M13: 2" DIA. RIGID PVC DRAIN
 - M14: 1" DIA. RIGID PVC DRAIN
 - M15: 1" DIA. RIGID PVC DRAIN
 - M16: 1" DIA. RIGID PVC DRAIN
 - M17: 1" DIA. RIGID PVC DRAIN
 - M18: 1" DIA. RIGID PVC DRAIN
 - M19: 1" DIA. RIGID PVC DRAIN
 - M20: 1" DIA. RIGID PVC DRAIN
 - M21: 1" DIA. RIGID PVC DRAIN
 - M22: 1" DIA. RIGID PVC DRAIN
 - M23: 1" DIA. RIGID PVC DRAIN
 - M24: 1" DIA. RIGID PVC DRAIN
 - M25: 1" DIA. RIGID PVC DRAIN
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 - M48: 1" DIA. RIGID PVC DRAIN
 - M49: 1" DIA. RIGID PVC DRAIN
 - M50: 1" DIA. RIGID PVC DRAIN
- PLUMBING**
- P1: ROSE BIRD
 - P2: DOUBLE SINK W/ DISPOSAL SPRAYER
 - P3: SINK
 - P4: STAINLESS STEEL LAUNDRY SINK
 - P5: STAINLESS STEEL LAUNDRY SINK
 - P6: 3/4" x 1/2" TUB (SHOWER DRUM)
 - P7: CROWN MOULDING (SEE LIST)
 - P8: TELLER
 - P9: SAFETY GLASS ENCLOSURE
 - P10: 3/4" x 1/2" TUB (SHOWER DRUM)
 - P11: 3/4" x 1/2" TUB (SHOWER DRUM)
 - P12: 3/4" x 1/2" TUB (SHOWER DRUM)
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 - P50: 3/4" x 1/2" TUB (SHOWER DRUM)
- FINISH**
- F1: 1/2" DEEP WOOD SHELVES & 1" HOOP
 - F2: 1/2" DEEP WOOD SHELVES & 1" HOOP
 - F3: 1/2" DEEP WOOD SHELVES & 1" HOOP
 - F4: 1/2" DEEP WOOD SHELVES & 1" HOOP
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 - K20: 30" WIDE RANGE
 - K21: 30" WIDE RANGE
 - K22: 30" WIDE RANGE
 - K23: 30" WIDE RANGE
 - K24: 30" WIDE RANGE
 - K25: 30" WIDE RANGE
 - K26: 30" WIDE RANGE
 - K27: 30" WIDE RANGE
 - K28: 30" WIDE RANGE
 - K29: 30" WIDE RANGE
 - K30: 30" WIDE RANGE
 - K31: 30" WIDE RANGE
 - K32: 30" WIDE RANGE
 - K33: 30" WIDE RANGE
 - K34: 30" WIDE RANGE
 - K35: 30" WIDE RANGE
 - K36: 30" WIDE RANGE
 - K37: 30" WIDE RANGE
 - K38: 30" WIDE RANGE
 - K39: 30" WIDE RANGE
 - K40: 30" WIDE RANGE
- WALL OPENING**
- WO1: SQUARE OPENING (TOP @ 8'-0")
 - WO2: SQUARE OPENING (TOP @ 8'-0")
 - WO3: SQUARE OPENING (TOP @ 8'-0")
 - WO4: SQUARE OPENING (TOP @ 8'-0")
 - WO5: SQUARE OPENING (TOP @ 8'-0")
 - WO6: SQUARE OPENING (TOP @ 8'-0")
 - WO7: SQUARE OPENING (TOP @ 8'-0")
 - WO8: SQUARE OPENING (TOP @ 8'-0")
 - WO9: SQUARE OPENING (TOP @ 8'-0")
 - WO10: SQUARE OPENING (TOP @ 8'-0")
 - WO11: SQUARE OPENING (TOP @ 8'-0")
 - WO12: SQUARE OPENING (TOP @ 8'-0")
 - WO13: SQUARE OPENING (TOP @ 8'-0")
 - WO14: SQUARE OPENING (TOP @ 8'-0")
 - WO15: SQUARE OPENING (TOP @ 8'-0")
 - WO16: SQUARE OPENING (TOP @ 8'-0")
 - WO17: SQUARE OPENING (TOP @ 8'-0")
 - WO18: SQUARE OPENING (TOP @ 8'-0")
 - WO19: SQUARE OPENING (TOP @ 8'-0")
 - WO20: SQUARE OPENING (TOP @ 8'-0")
 - WO21: SQUARE OPENING (TOP @ 8'-0")
 - WO22: SQUARE OPENING (TOP @ 8'-0")
 - WO23: SQUARE OPENING (TOP @ 8'-0")
 - WO24: SQUARE OPENING (TOP @ 8'-0")
 - WO25: SQUARE OPENING (TOP @ 8'-0")
 - WO26: SQUARE OPENING (TOP @ 8'-0")
 - WO27: SQUARE OPENING (TOP @ 8'-0")
 - WO28: SQUARE OPENING (TOP @ 8'-0")
 - WO29: SQUARE OPENING (TOP @ 8'-0")
 - WO30: SQUARE OPENING (TOP @ 8'-0")
 - WO31: SQUARE OPENING (TOP @ 8'-0")
 - WO32: SQUARE OPENING (TOP @ 8'-0")
 - WO33: SQUARE OPENING (TOP @ 8'-0")
 - WO34: SQUARE OPENING (TOP @ 8'-0")
 - WO35: SQUARE OPENING (TOP @ 8'-0")
 - WO36: SQUARE OPENING (TOP @ 8'-0")
 - WO37: SQUARE OPENING (TOP @ 8'-0")
 - WO38: SQUARE OPENING (TOP @ 8'-0")
 - WO39: SQUARE OPENING (TOP @ 8'-0")
 - WO40: SQUARE OPENING (TOP @ 8'-0")

Highbury at Lake Park
3100 South Daybury Drive, West Valley City, Utah

Building #

Units: 201-205

Olympia Unit 2

Bremerton Unit 2

Olympia Unit 2

Bremerton Unit 2

Bainbridge Unit 2

BASEMENT FLOOR PLAN

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

Drawn 1/9/13
Revised 3/5/13
Printed 3/5/13
Drawn By: ERP
Sheet #: A1.00

ROOF PLAN NOTES
 • PROTECT ROOF EAVES AND OVERHANGS W/ 1 IN PROTECTION
 (1/2" TYPE 'X' GYP BOARD) @ 4'-0" EACH SIDE OF AREA SEPARATION WALL

Olympia - Attic Vent Schedule

Roof 'A'	871	SQ. FT. / 300 - 2.90 SQ. FT. TOTAL REQ.
	2.90	SQ. FT. TOTAL REQ. (2' ± 1.45 SQ. FT. MIN. UPPER & LOWER VENTING)
	2.65	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	1.73	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	4.38	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'B'	165	SQ. FT. / 190 - 0.55 SQ. FT. TOTAL REQ.
	0.55	SQ. FT. TOTAL REQ. (2' ± 0.28 SQ. FT. MIN. UPPER & LOWER VENTING)
	0.35	SQ. FT. UPPER VENTILATION - PROVIDED W/ (1) TURTLE VENT
	0.89	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.24	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'C'	75	SQ. FT. / 180 - 0.50 SQ. FT. TOTAL REQ. @ SOFFIT
	0.50	SQ. FT. PROVIDED @ SOFFIT W/ VENTED SOFFIT
	0.50	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

PRODUCTS USED:
 REVERSE ALUMINUM SOFFIT CENTER VENT, .05 SQ. FT. NET FREE OPEN AREA PER SQ. FT.
 TRIMLINE 7" RIGID ROLL PLUS RIDGE VENT, .09 SQ. FT. NET FREE OPEN AREA PER LINEAL FT.
 LOMANCO 750 TURTLE VENT, .35 SQ. FT. NET FREE OPEN AREA EACH

Bremerton - Attic Vent Schedule

Roof 'A'	923	SQ. FT. / 300 - 3.08 SQ. FT. TOTAL REQ.
	3.08	SQ. FT. TOTAL REQ. (2' ± 1.54 SQ. FT. MIN. UPPER & LOWER VENTING)
	2.17	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	1.83	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	4.00	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'B'	66	SQ. FT. / 190 - 0.44 SQ. FT. TOTAL REQ. @ SOFFIT
	0.44	SQ. FT. PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.20	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'C'	268	SQ. FT. / 300 - 0.89 SQ. FT. TOTAL REQ.
	0.89	SQ. FT. TOTAL REQ. (2' ± 0.45 SQ. FT. MIN. UPPER & LOWER VENTING)
	1.17	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	0.45	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.82	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

PRODUCTS USED:
 REVERSE ALUMINUM SOFFIT CENTER VENT, .05 SQ. FT. NET FREE OPEN AREA PER SQ. FT.
 TRIMLINE 7" RIGID ROLL PLUS RIDGE VENT, .09 SQ. FT. NET FREE OPEN AREA PER LINEAL FT.
 LOMANCO 750 TURTLE VENT, .35 SQ. FT. NET FREE OPEN AREA EACH

Olympia - Attic Vent Schedule

Roof 'A'	871	SQ. FT. / 300 - 2.90 SQ. FT. TOTAL REQ.
	2.90	SQ. FT. TOTAL REQ. (2' ± 1.45 SQ. FT. MIN. UPPER & LOWER VENTING)
	2.65	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	1.73	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	4.38	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'B'	165	SQ. FT. / 190 - 0.55 SQ. FT. TOTAL REQ.
	0.55	SQ. FT. TOTAL REQ. (2' ± 0.28 SQ. FT. MIN. UPPER & LOWER VENTING)
	0.35	SQ. FT. UPPER VENTILATION - PROVIDED W/ (1) TURTLE VENT
	0.89	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.24	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'C'	75	SQ. FT. / 180 - 0.50 SQ. FT. TOTAL REQ. @ SOFFIT
	0.50	SQ. FT. PROVIDED @ SOFFIT W/ VENTED SOFFIT
	0.50	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

PRODUCTS USED:
 REVERSE ALUMINUM SOFFIT CENTER VENT, .05 SQ. FT. NET FREE OPEN AREA PER SQ. FT.
 TRIMLINE 7" RIGID ROLL PLUS RIDGE VENT, .09 SQ. FT. NET FREE OPEN AREA PER LINEAL FT.
 LOMANCO 750 TURTLE VENT, .35 SQ. FT. NET FREE OPEN AREA EACH

Bremerton - Attic Vent Schedule

Roof 'A'	923	SQ. FT. / 300 - 3.08 SQ. FT. TOTAL REQ.
	3.08	SQ. FT. TOTAL REQ. (2' ± 1.54 SQ. FT. MIN. UPPER & LOWER VENTING)
	2.17	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	1.83	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	4.00	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'B'	66	SQ. FT. / 190 - 0.44 SQ. FT. TOTAL REQ. @ SOFFIT
	0.44	SQ. FT. PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.20	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'C'	268	SQ. FT. / 300 - 0.89 SQ. FT. TOTAL REQ.
	0.89	SQ. FT. TOTAL REQ. (2' ± 0.45 SQ. FT. MIN. UPPER & LOWER VENTING)
	1.17	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	0.45	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.82	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

PRODUCTS USED:
 REVERSE ALUMINUM SOFFIT CENTER VENT, .05 SQ. FT. NET FREE OPEN AREA PER SQ. FT.
 TRIMLINE 7" RIGID ROLL PLUS RIDGE VENT, .09 SQ. FT. NET FREE OPEN AREA PER LINEAL FT.
 LOMANCO 750 TURTLE VENT, .35 SQ. FT. NET FREE OPEN AREA EACH

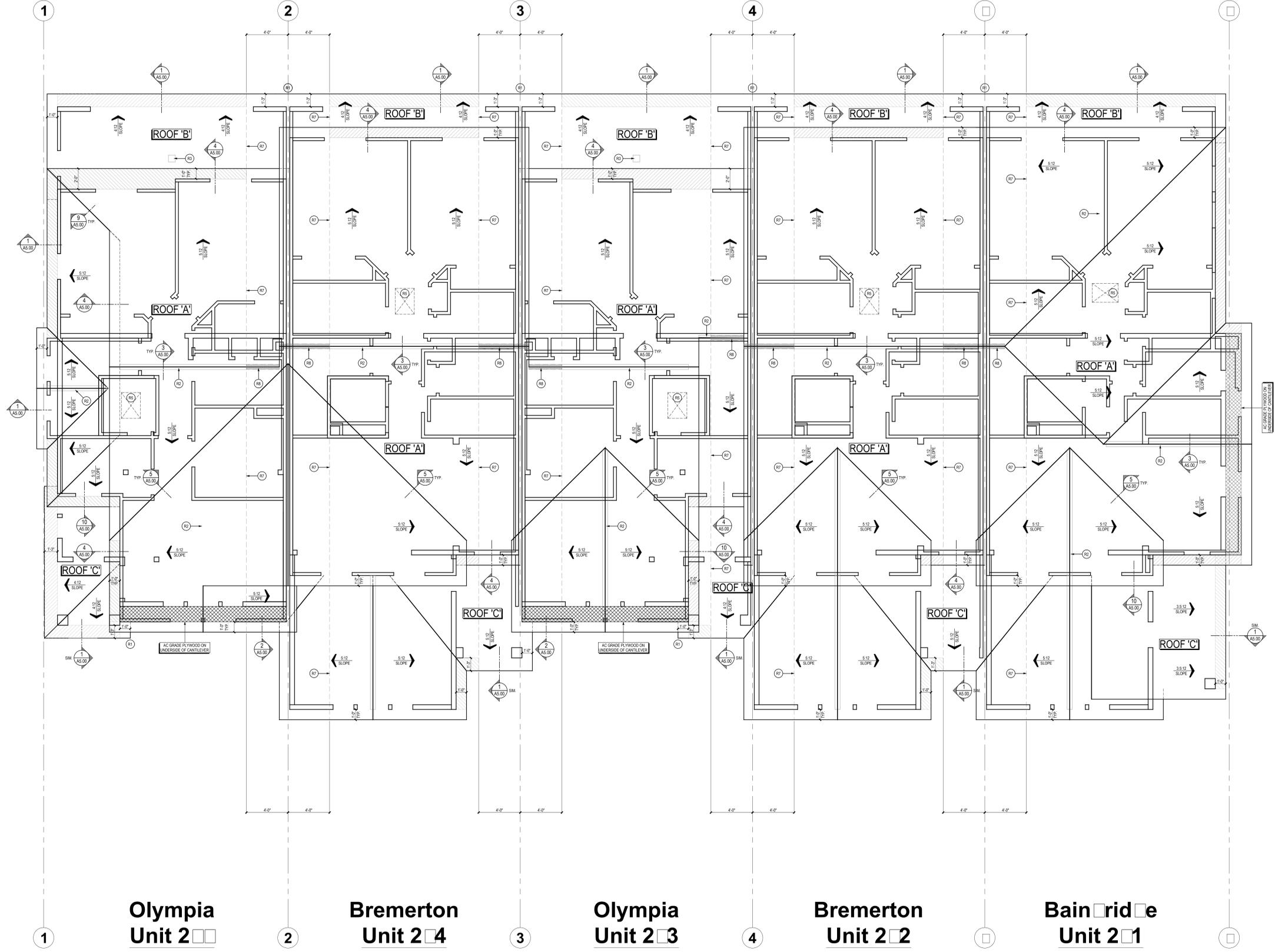
Bainbridge - Attic Vent Schedule

Roof 'A'	977	SQ. FT. / 300 - 3.26 SQ. FT. TOTAL REQ.
	3.26	SQ. FT. TOTAL REQ. (2' ± 1.63 SQ. FT. MIN. UPPER & LOWER VENTING)
	3.58	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	4.25	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	8.43	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'B'	66	SQ. FT. / 190 - 0.44 SQ. FT. TOTAL REQ. @ SOFFIT
	0.44	SQ. FT. PROVIDED @ SOFFIT W/ VENTED SOFFIT
	1.50	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

Roof 'C'	268	SQ. FT. / 300 - 0.89 SQ. FT. TOTAL REQ.
	0.89	SQ. FT. TOTAL REQ. (2' ± 0.45 SQ. FT. MIN. UPPER & LOWER VENTING)
	1.17	SQ. FT. UPPER VENTILATION - PROVIDED @ RIDGE W/ RIDGE VENT
	0.90	SQ. FT. LOWER VENTILATION - PROVIDED @ SOFFIT W/ VENTED SOFFIT
	2.17	SQ. FT. TOTAL VENTILATION (EXCEEDS REQUIREMENT)

PRODUCTS USED:
 REVERSE ALUMINUM SOFFIT CENTER VENT, .05 SQ. FT. NET FREE OPEN AREA PER SQ. FT.
 TRIMLINE 7" RIGID ROLL PLUS RIDGE VENT, .09 SQ. FT. NET FREE OPEN AREA PER LINEAL FT.
 LOMANCO 750 TURTLE VENT, .35 SQ. FT. NET FREE OPEN AREA EACH



Olympia Unit 202

Bremerton Unit 204

Olympia Unit 203

Bremerton Unit 202

Bainbridge Unit 201

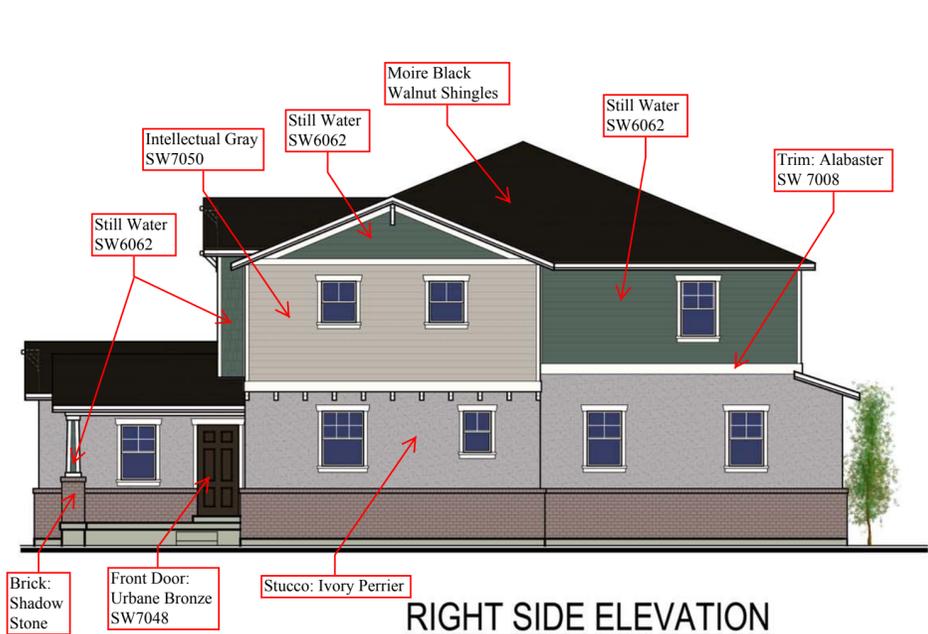


978 Woodack Lane
 Sale Lake City, UT 84117
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KEYNOTES
 FIGURE & OPTICAL CONSTRUCTION IDENTIFIED BY DASHED LINES (LINO)
 SEE GENERAL NOTES PAGE# 1 FOR ADDITIONAL CODE REQUIREMENTS AND SPECIFICATIONS
 THE FOLLOWING KEYNOTE REFERENCE NUMBERS, WHERE SHOWN ON PLANS:
ROOF
 R1 DOWNPOUT LOCATION
 R2 DOWN ROOF VENT
 R3 TURTLE VENT
 R4 VENT
 R5 2" x 3" ATTIC ACCESS
 R6 4" x 8" FURNESS PLATFORM
 R7 FRAMED WITH 1" x 2" STUDS
 R8 HOLD-DOWN TRUSSES OR BOLTS
 R9 SHEET ROOF FIRE PROTECTION
 R10 FIRE PROTECTION OF FRAM ELEMENTS OF PARTY WALL
 R11 BLOCKED OFF RIDGE VENT
 R12 FIRE PROTECTION OF FRAM ELEMENTS OF PARTY WALL
 R13 AREA DEMONSTRATION SHALL LISTEN TO UPPER SIDE OF ROOF DECK
ROOF VENT LEDGED
 LOCATION OF LOWER SOFFIT VENT
 LOCATION OF UPPER SOFFIT VENT
 LOCATION OF BLOCKED OFF RIDGE VENT

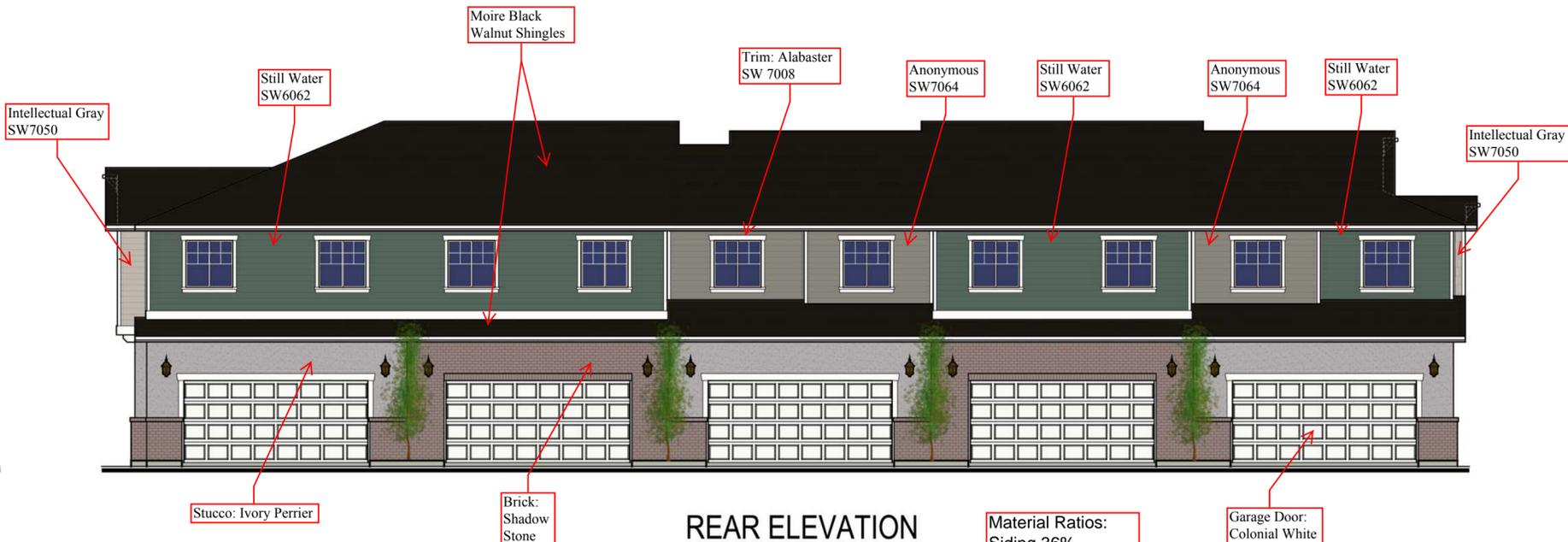
Highbury at Lake Park
 3100 South Daybury Drive, West Valley City, Utah

Building #
 Units: 201-205



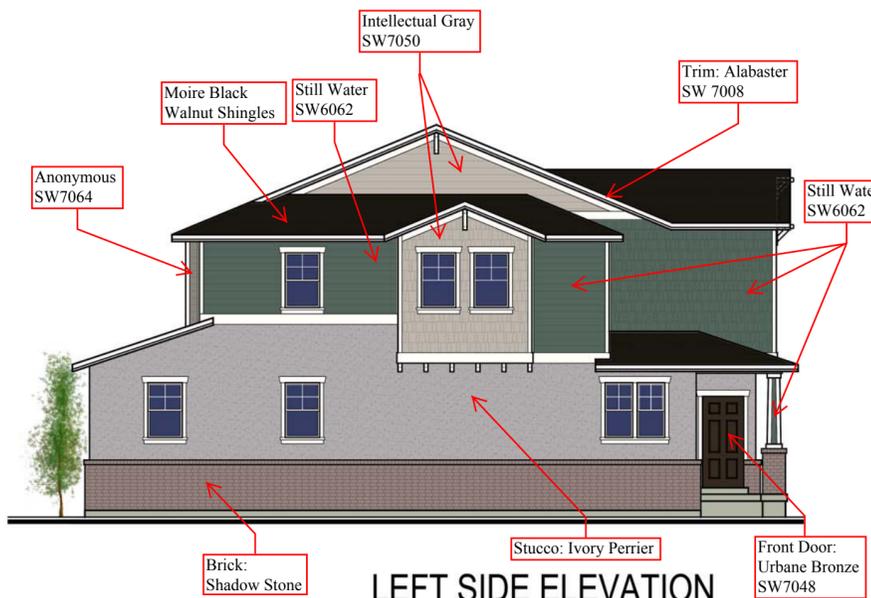
RIGHT SIDE ELEVATION

Material Ratios:
Siding 39%
Stucco 32%
Brick 20%
Openings 9%



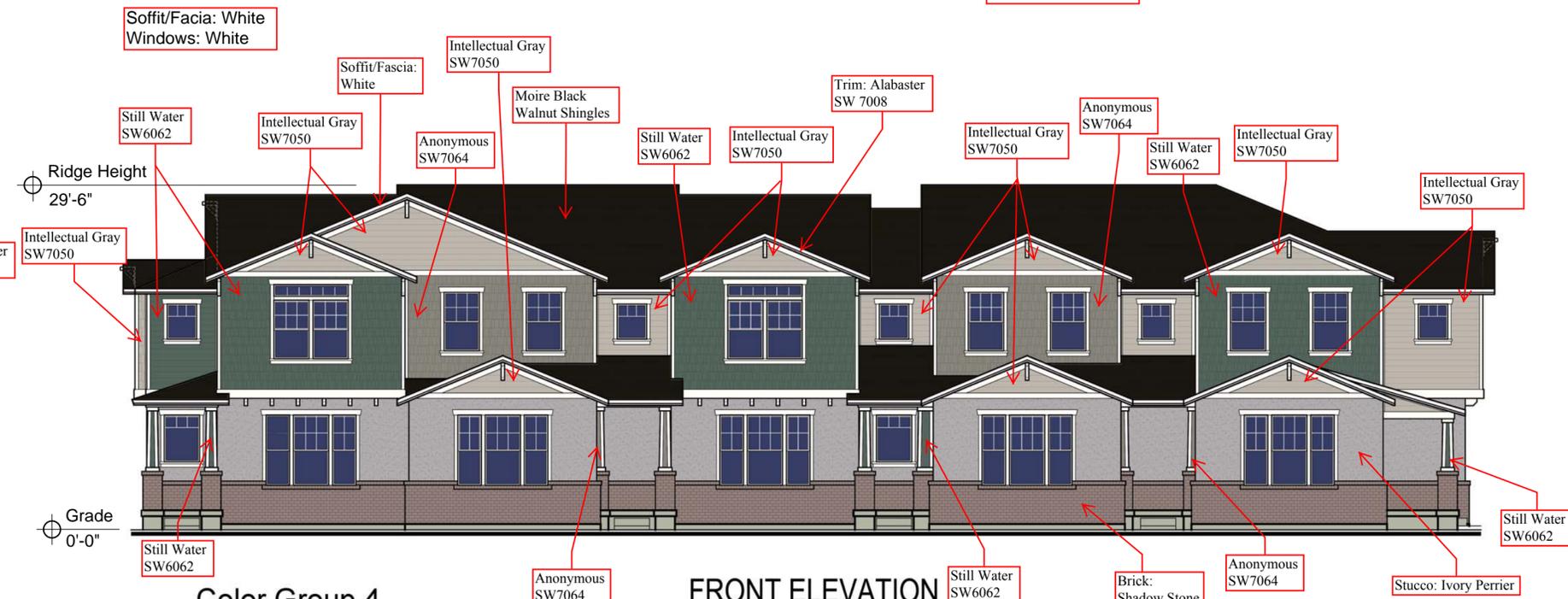
REAR ELEVATION

Material Ratios:
Siding 36%
Stucco 14%
Brick 17%
Openings 34%



LEFT SIDE ELEVATION

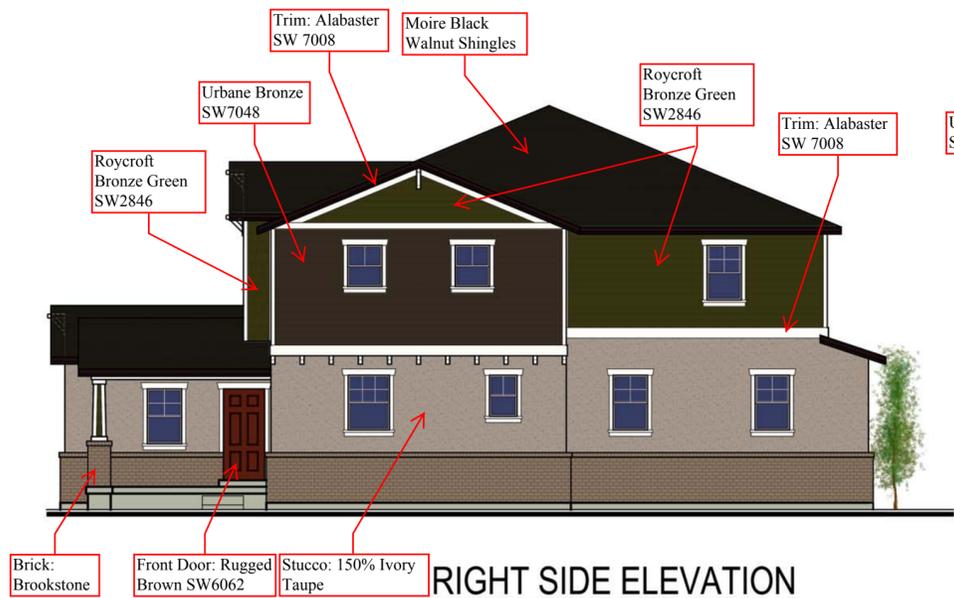
Material Ratios:
Siding 39%
Stucco 33%
Brick 18%
Openings 9%



Color Group 4

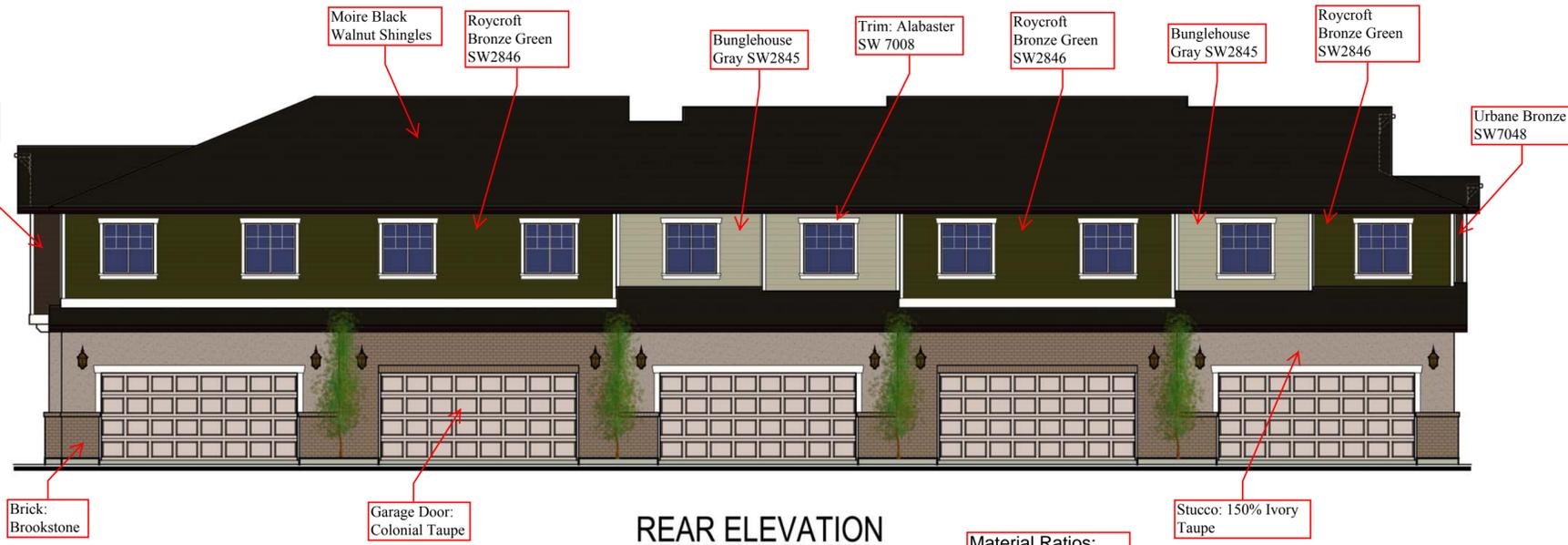
FRONT ELEVATION

Material Ratios:
Siding 39%
Stucco 26%
Brick 16%
Openings 19%



RIGHT SIDE ELEVATION

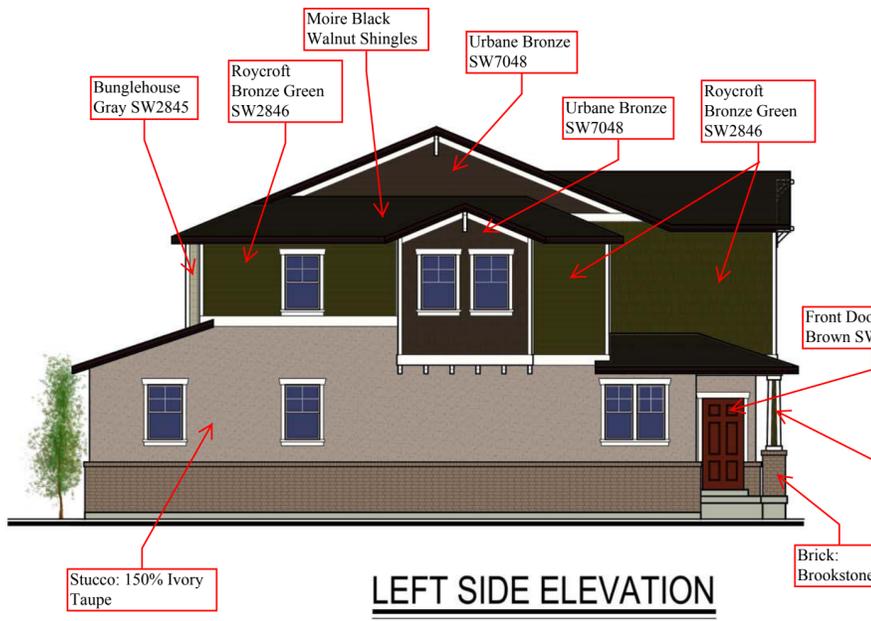
Material Ratios:
Siding 39%
Stucco 32%
Brick 20%
Openings 9%



REAR ELEVATION

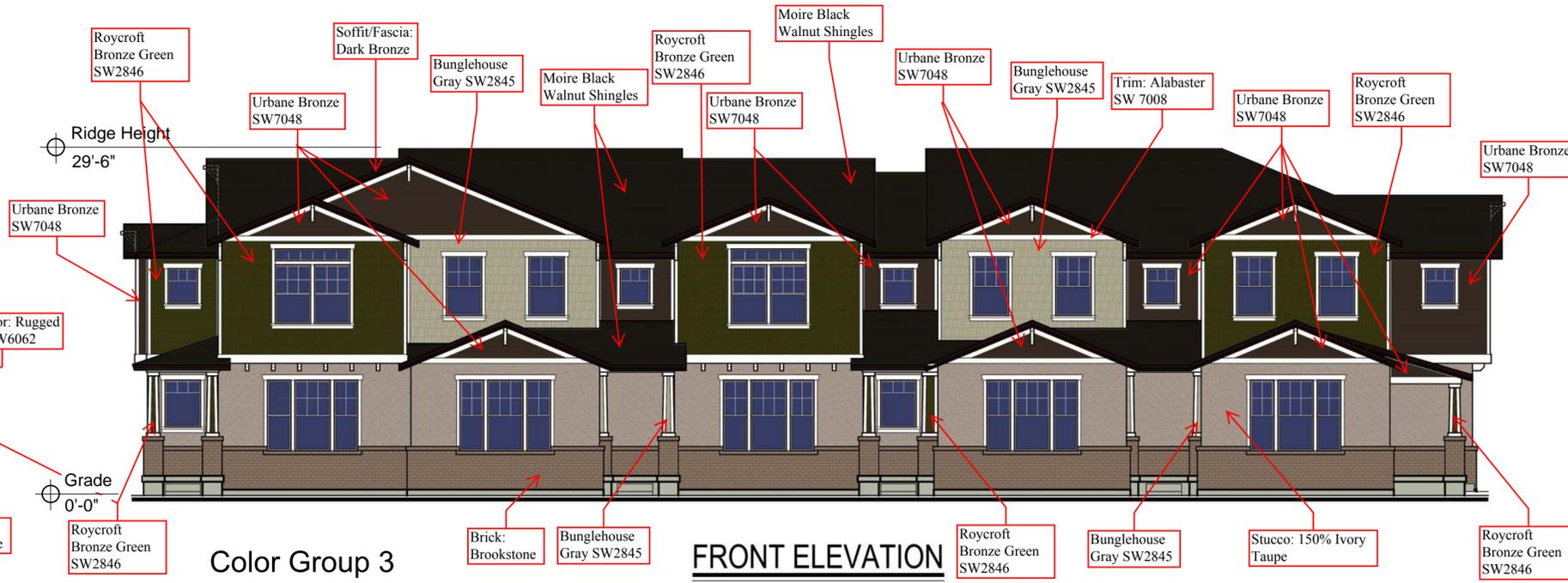
Material Ratios:
Siding 36%
Stucco 14%
Brick 17%
Openings 34%

Soffit/Fascia: Dark Bronze
Windows: Taupe



LEFT SIDE ELEVATION

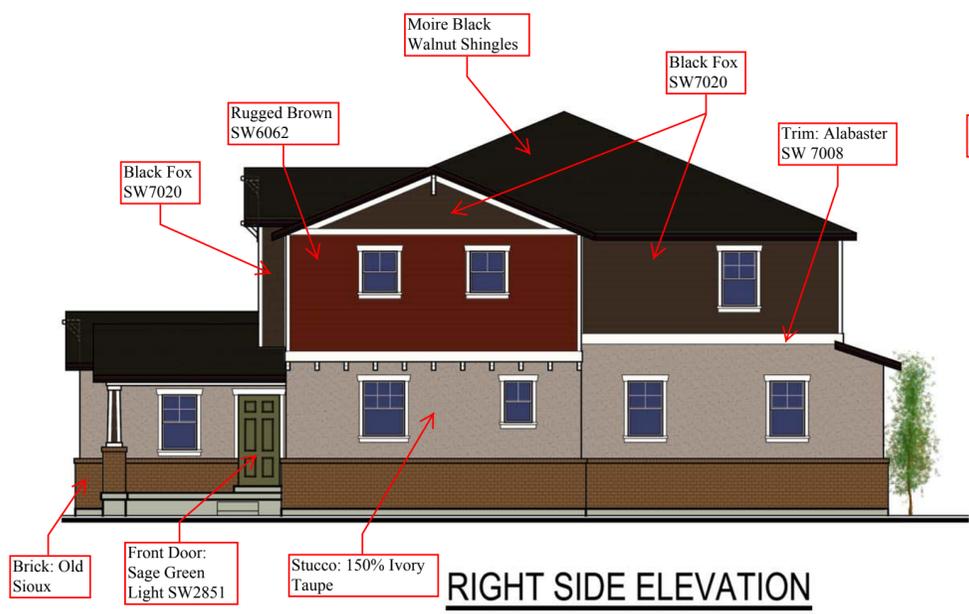
Material Ratios:
Siding 39%
Stucco 33%
Brick 18%
Openings 9%



FRONT ELEVATION

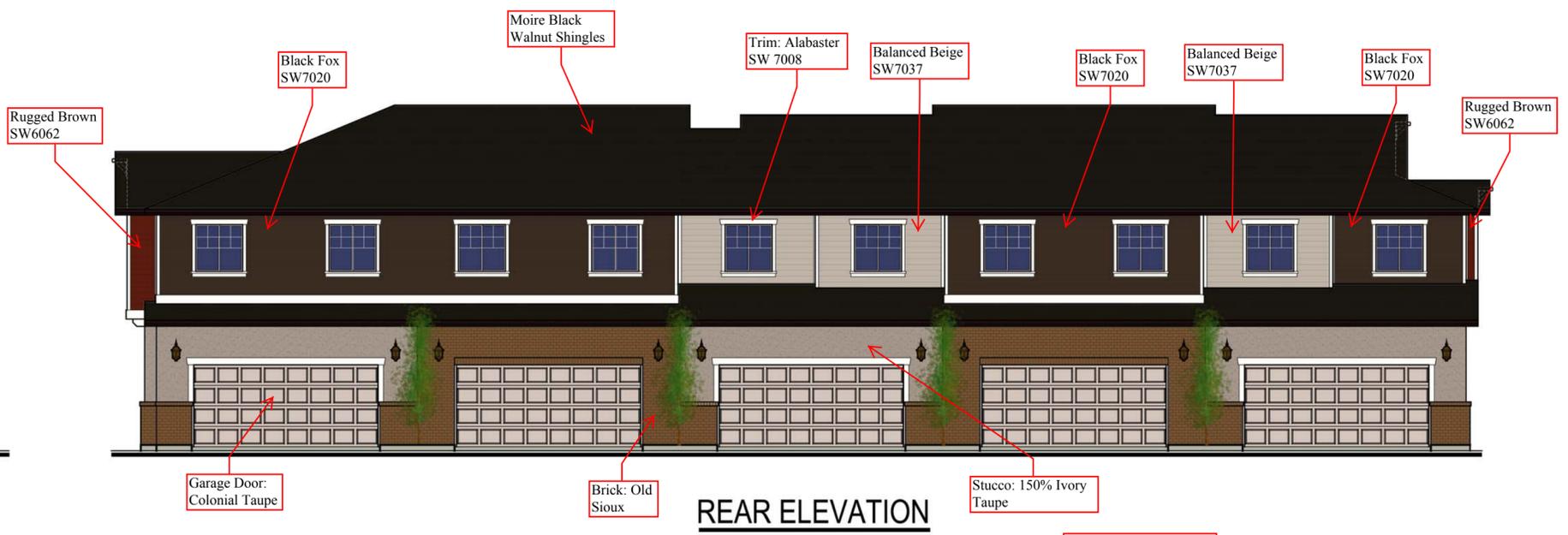
Material Ratios:
Siding 39%
Stucco 26%
Brick 16%
Openings 19%

Color Group 3



RIGHT SIDE ELEVATION

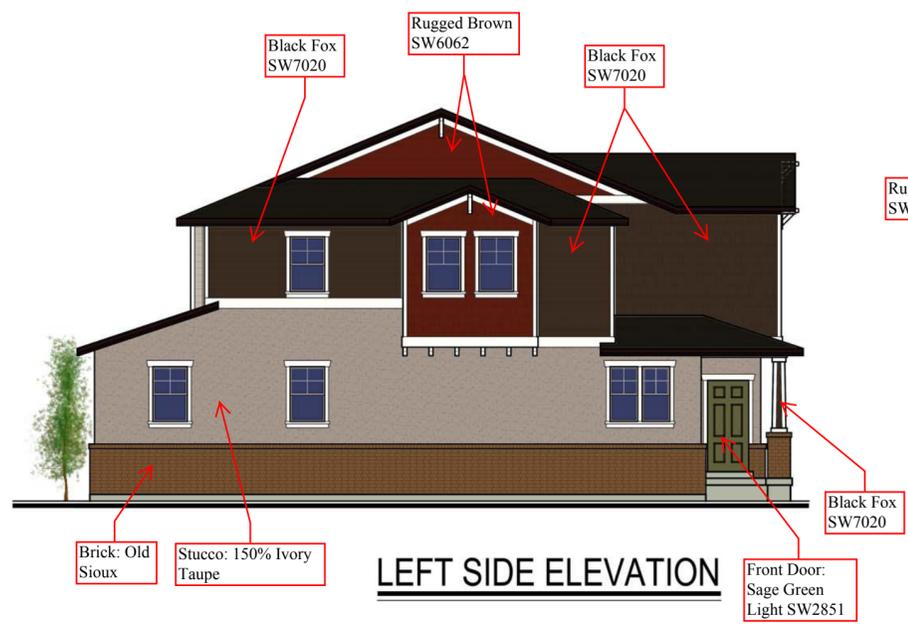
Material Ratios:
Siding 39%
Stucco 32%
Brick 20%
Openings 9%



REAR ELEVATION

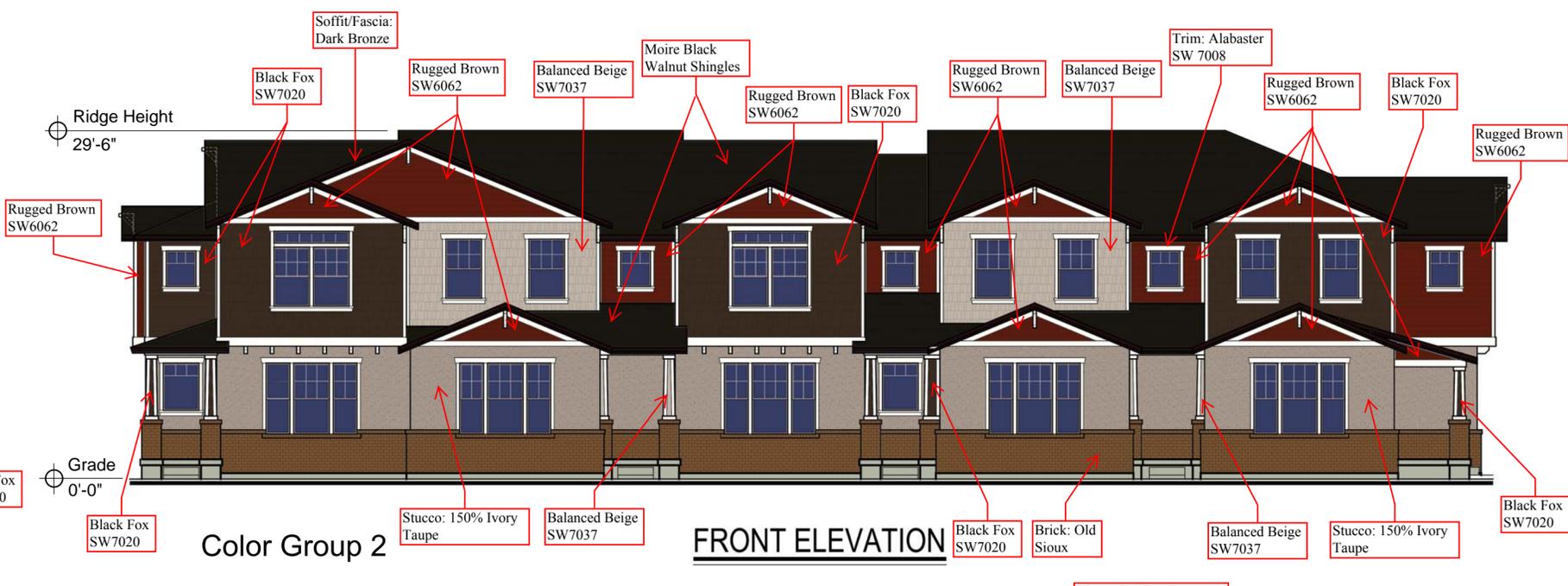
Material Ratios:
Siding 36%
Stucco 14%
Brick 17%
Openings 34%

Soffit/Fascia: Dark Bronze
Windows: Taupe



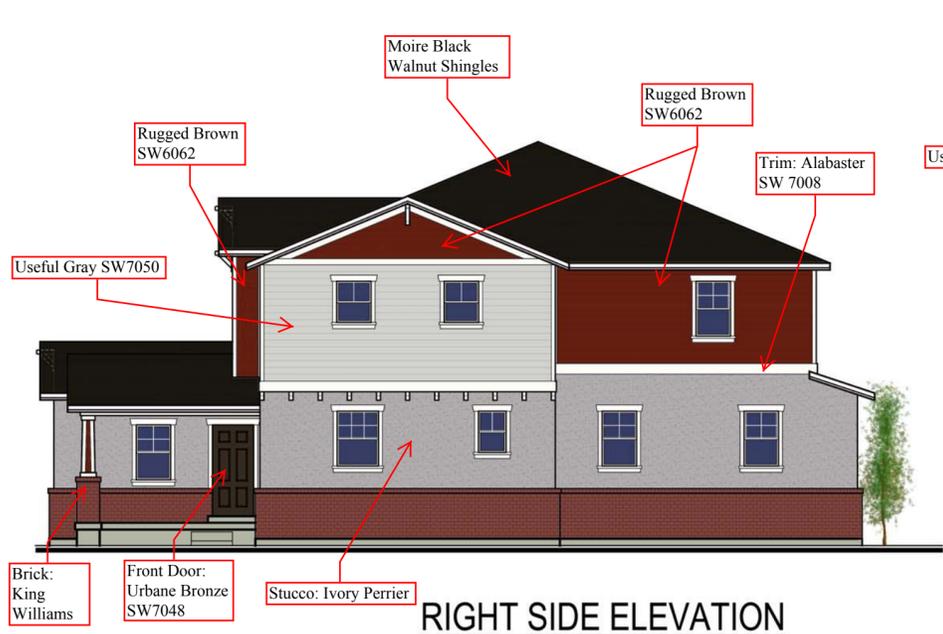
LEFT SIDE ELEVATION

Material Ratios:
Siding 39%
Stucco 33%
Brick 18%
Openings 9%



FRONT ELEVATION

Material Ratios:
Siding 39%
Stucco 26%
Brick 16%
Openings 19%



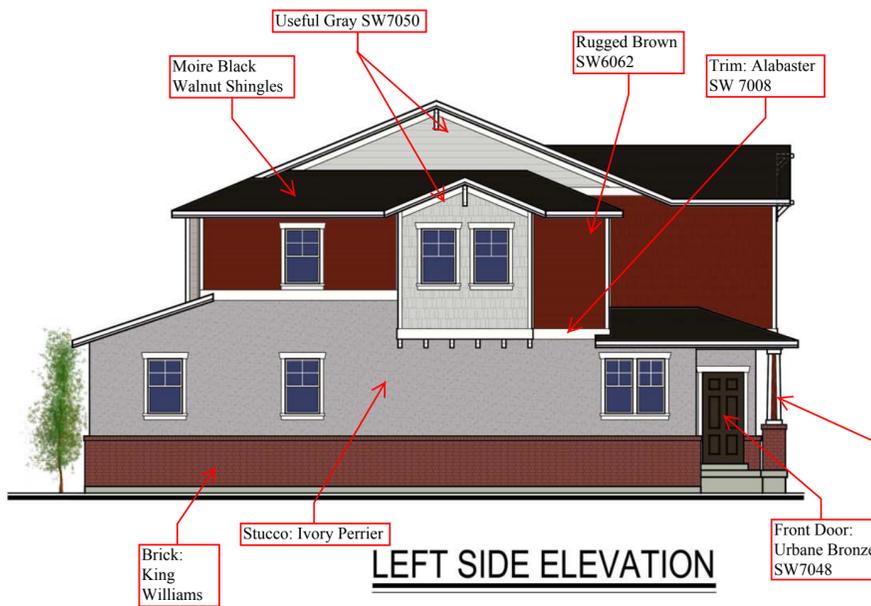
RIGHT SIDE ELEVATION

Material Ratios:
Siding 39%
Stucco 32%
Brick 20%
Openings 9%



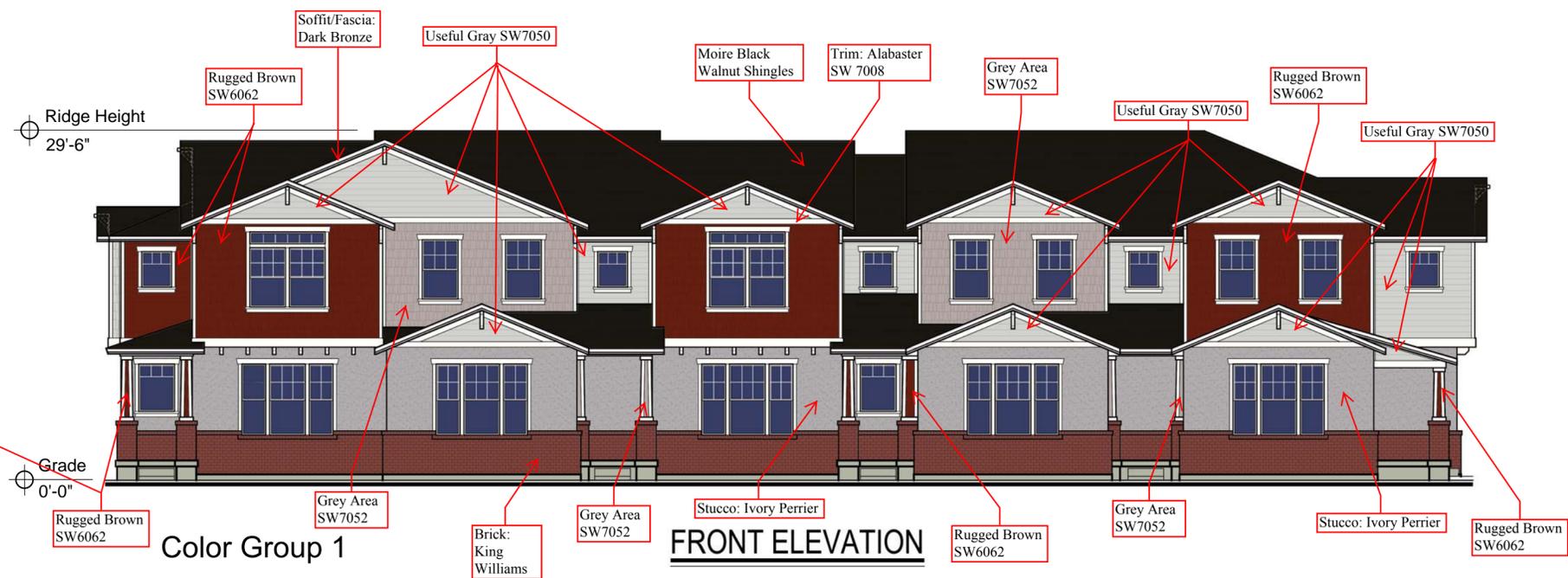
REAR ELEVATION

Material Ratios:
Siding 36%
Stucco 14%
Brick 17%
Openings 34%



LEFT SIDE ELEVATION

Material Ratios:
Siding 39%
Stucco 33%
Brick 18%
Openings 9%



FRONT ELEVATION

Material Ratios:
Siding 39%
Stucco 26%
Brick 16%
Openings 19%

Color Group 1

Saratoga Springs City
Planning Commission

Report of Action

TYPE OF ITEM

Concept Discussion	_____
Preliminary Plat	_____ X _____
For Discussion Only	_____
Site Plan	_____ X _____
Rezone	_____
Ordinance	_____
General Plan	_____
Code Amendment	_____
Plat Amendment	_____
Road Vacation	_____
Conditional Use	_____
Development Agmt.	_____
Minor Subdivision	_____
Other	_____

Meeting Date: December 11, 2014

ITEM #5. Jordan View Landing Preliminary Plat & Site Plan

Jeff Cochran was present as Chair.

ACTION OF PLANNING COMMISSION

The following action was taken by the Planning Commission on the above-described item:

Positive Recommendation with Conditions

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- See Staff Report.
- Added UDC comments concerning brick, street loading, side elevations, fencing along 400 E, color options, gate between developments, elevations

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in verbal comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- No input.

APPLICANT PRESENTATION

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Addressed staff concerns:
 - Landscaping between units breaks up flat wall
 - Can also use additional brick up around the garage doors to break up. Also willing to wrap building with brick.
 - Front loaded units would require a single car garage instead of two-car garages. Would prefer to keep the two-car product for consistency.
 - Opposed to gates between them and other communities for security.

- Willing to put semi-private fence along 400 East; fence needed for security but ok with a wrought iron, or three rail, or half and half.
- Answered Commission comments as outlined in Commission discussion.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Jarred Henline - absent
- Kara North - absent
- Sandra Steele
 - Disappointed in the packet, elevations and floor plans and renderings, none of which match. Not sure what getting. Discussed architecture and rendering conflicts with the applicant.
 - Discussed front entry vs. rear entry, and how it would impact architecture.
 - Parking is more important than having the units flipped, important to keep as much parking as possible. (*Applicant: that's what buyers tell.*)
 - Colors: with as many units included, would love to see four color palettes. (*Applicant: will come in with 4.*)
 - Access and connectivity: discussed potential for gates between Bach and Ivory. (*Applicant: meeting connectivity requirements through other means. Gates to private backyards. Distance from Alhambra to corner not far enough.*) Security is important, and no need for gates between developments.
 - Trees: no problems with landscaping. Sees trees to break up the garages, which will help.
 - Should see the final plans before sending to Council. Changes to brick, color palette, accurate renderings; concern with approving something when not sure exactly what getting.
- Hayden Williamson
 - Meets Code. Good suggestions made, but not Commission's job to sell the product. They meet code, have enough parking, product and layout look good, no concerns.
- Kirk Wilkins
 - Would rather see a dual garage, single car garage is difficult. (*Applicant: grade change between Bach and Ivory, along with a solid vinyl fence, so remote likelihood that Ivory owners will see into Bach backyards.*)
 - Went through UDC comments and ensured addressed or could be addressed
 - Would like to see plans be consistent; but ok to make a positive recommendation
- Jeff Cochran
 - Opposed to backwards units; discussed with Staff that the Code doesn't prohibit currently.
 - Suggested to applicant that the units could be flipped at expense of a few units.
 - Was there parking next to basketball court? Discussed parking prohibition to back over public roads.
 - Would like to see the color palettes and corrected elevations.

MOTION

Commissioner Williamson made the following motion: "I move to forward a **positive recommendation** to the City Council for the Jordan View Landing Preliminary Plat / Site Plan on parcels 58:032:0102, 58:032:0100, and 58:032:0101 as located in Exhibit 2 and detailed in Exhibits 5 and 6, with the Findings and Conditions in the staff report:"

Findings:

1. With appropriate conditions, the application complies with the criteria in the Land Development Code as articulated in Section F of the staff report, which Section is incorporated herein by reference.
2. The application is consistent with the General Plan as articulated in Section E of the Staff report, which Section is incorporated herein by reference.

Conditions:

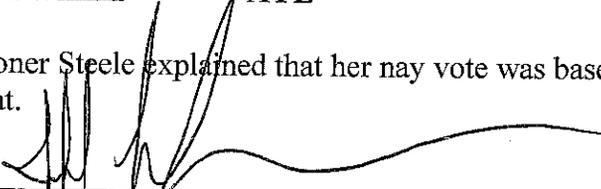
1. The maximum number of units shall be 91.
2. An easement for connectivity shall be provided in the southwest corner of the development.
3. All requirements of the City Engineer, as outlined in but not limited to the City Engineer's report in Attachment 1, shall be met.
4. All requirements of the Fire Chief shall be met.
5. Elevations, colors, and materials specific to the Jordan View Landing project shall be provided prior to City Council review.
6. Floor plans and color palette and elevations match and are consistent prior to the City Council meeting.
7. Brick treatment shall be added to the rear elevations, to ensure consistency of all elevations.
8. Side elevations facing streets shall be treated similarly to the front elevations.
9. The fencing along 400 East shall be semi-private.
10. Four total color palettes shall be provided.

Commissioner Wilkins seconded the motion.

VOTE (3 TO 1)

Jeff Cochran	AYE
Sandra Steele	NAY
Kara North	ABSENT
Jarred Henline	ABSENT
Hayden Williamson	AYE
Kirk Wilkins	AYE

Commissioner Steele explained that her nay vote was based on never receiving correct renderings, and can't support that.



Saratoga Springs City Planning Commission - Chairman

Exhibit 1: Staff Report Dated December 11, 2014



Wildflower

Rezone, General Plan Amendment, MDA, and Community Plan

Tuesday, February 17, 2015

Continued Discussion

For the convenience of the Council and Public, background information remains in this report for reference while information that has changed since December 2, 2014 is highlighted in yellow.

Report Date: Tuesday, February 10, 2015

Applicant: Nathan Shipp, DAI Utah

Owner: Sunrise 3, LLC; Collin’s Brothers Land Development; Collin’s Brother’s Oil; Easy Peasy, LLC; Tanuki Investments, LLC; WFR 3, LLC

Location: 1 mile west of Redwood Road; West and North of Harvest Hills

Major Street Access: State Road 73, future: Redwood Road and Mountain View Corridor

Parcel Number(s) & Size: *(Note: parcel numbers are shifting as ownership is transferred and as a result acreages are approximate. The Alta survey of the entire project reflects just under 800 acres, and parcel numbers will be verified throughout the process and at recordation.)*

58:021:0143 – 157.14	58:021:0152 – 187.47
58:021:0151 – 153.9	58:022:0123 – 80.97
58:033:0184 – 1.56	58:033:0308 – 46.5
58:033:0346 – 88.05	58:033:0183 – 11.09
58:033:0327 – 11.3	58:033:0317 – 20.03
58:033:0187 – 18.39	58:033:0193 – 7.9
58:033:0192 – 1.45	58:033:0194 – 0.04

Total: approx. 800 acres

Parcel Zoning: R-3 and RC

Adjacent Zoning: RC, A, R-3, R-18

Current Use of Parcel: Vacant

Adjacent Uses: Residential

Previous Meetings: Gilead Rezone/Master Plan application submitted 2011; not finalized.
PC Hearing November 13, 2014
CC Hearing December 2, 2014 (decision tabled)
CC Work Session December 16, 2014
CC Work Session January 20, 2015
CC Continued Discussion February 3, 2015

Previous Approvals: None

Land Use Authority: Council

Type of Action: Legislative and Administrative

Future Routing: Village Plans to Planning Commission and City Council

Author: Kimber Gabryszak, AICP

A. Executive Summary:

The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property to Planned Community (PC), and also a Community Plan (CP) and Master Development Agreement (MDA) to master plan the approximately 795 acre property for residential and commercial uses.

The CP lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization.

Recommendation:

Staff recommends that the City Council discuss the Rezone, General Plan Amendment, Community Plan, and MDA, and choose from the options in Section I of this report. Staff's recommendation is conditional approval of the General Plan Amendment, Rezone, and MDA, with the decision on the Community Plan continued to a future meeting pending significant revision. The Council can also choose from alternatives including approval of all or some of the applications and with or without modifications, or continuance or some or all of the applications, or denial of all or some of the applications.

- B. Background:** The property is currently zoned R-3, with a maximum density of three units per acre. In 2011, Master Development Plan applications were submitted for a variety of housing and commercial development on the property including 1892 residential units with commercial development on the southern portion of the property. These applications did not obtain final approval, however remained open and active.

The current applicant began meeting with Staff in the fall of 2013, and various plans and options were discussed. An official revised application was submitted in May of 2014; the applicants have been working internally to finalize proposals for a rezone to the Planned Community Zone, and the related draft Community Plan.

The Planning Commission held a public hearing on November 13, 2014 and forwarded a positive recommendation with a 4:1 vote to the Council for the General Plan Amendment and Rezone to Planned Community, and the Community Plan. The Report of Action containing a summary of their discussion and recommendations is attached. The Planning Commission also held a public hearing on the MDA on February 12, 2015; their Report of Action will be provided to the City Council prior to the February 17, 2015 meeting.

The City Council held a public hearing on December 2, 2014 and voted to table the application pending additional information concerning the acquisition of property by UDOT for the future Mountain View Corridor (MVC), as well as other changes to the CP. The Council also held a work session on December 16, 2014 where they gave additional feedback on information and changes needed to render a decision, and a work session on January 20, 2015 to discuss UDOT and DAI appraisals and potential densities.

Based on the appraisals and impact to the MVC, the Council held a policy session on January 27, 2015 at which time a maximum density of 1468 units was approved, instead of the 1765 requested by the applicant. 1468 was calculated at 2.5 units per acre, which density is typically obtained in the R-3 zone, instead of the full 3 units per acre requested by the applicant. The resulting agreement is attached.

The applicant agreed to the density limits set by the Council. Of the 1468 units, a maximum of 442 units of multi-family housing was approved, limited to approximately 53 acres on the west side of the future MVC. Additional details are included in the proposed CP.

The City Council discussed the applications on February 3, 2015 in work session; the applicants have made several revisions based on Council input and they will outline the changes to the Council at the meeting.

The most recent CP draft was submitted to Staff on February 10, 2015. Staff conducted an initial review on February 11, 2015, and has provided comments to the applicants. Multiple revisions are still necessary to

finalize the CP, including significant changes to open space and roadway improvements along with other content changes throughout the document.

C. Specific Request:

The application covers approximately 800 acres and proposes residential and commercial development as shown in Exhibit 4:

- Residential: 1468 equivalent residential units on ~595 acres
 - ~144 acres for future Mountain View Corridor
 - ~265 acres for single-family housing
 - ~61 acres for multi family housing
 - Maximum of 442 units, or average of ~8.3 units per acre
 - ~7 acres of sensitive lands
- Open space:
 - ~132 acres
- Commercial:
 - ~200 acres to be developed in the future per Regional Commercial zone standards

D. Process:

General Plan Amendment and Rezone

Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment; first is a formal review of the request by the Planning Commission in a public hearing, with a recommendation forwarded to the City Council. The Planning Commission has held a public hearing, and forwarded a recommendation; the City Council has held a public hearing to formally approve or deny the rezone and General Plan amendment requests. The decision was continued to a future date pending changes to the proposal.

Community Plan

Section 19.26 of the Code describes development in the PC zone:

1. For a large-scale planned community district, an overall governing document is first approved, known as the District Area Plan (Section 19.26.13).
 - *The property does not exceed 2000 acres, therefore no DAP is required.*
2. A Community Plan is then proposed and approved (Sections 19.26.03-19.26.08). The Community Plan lays out the more specific guidelines for a sub-district within the DAP.
 - *The applicant has proposed a Community Plan for the entire property, which plan contains proposed guidelines for the property.*
3. Following and / or concurrently with the Community Plan, a Village Plan is proposed and approved (Sections 19.26.09 – 19.26.10). The Village Plan is the final stage in the Planned Community process before final plats, addressing such details specific to the sub-phase as open space, road networks, and lots for a sub-phase of the Community Plan.
 - *The applicants are not yet proposing their first Village Plan(s); such plan(s) will come at a later date and be reviewed according to 19.26 of the Code and also according to the standards in any approved Community Plan.*

The approval process for the Community Plan includes:

1. A public hearing and recommendation by the Planning Commission (*held November 13, 2014, with a positive recommendation forwarded*)

2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which addresses Code amendments / rezones and requires hearings with the Council.) **(Held December 2, 2014, hearing closed and decision continued.)**

The Community Plan and MDA will vest the property in terms of density and general configuration and overarching themes and standards, however future approvals of Village Plans and subdivision plats will be required prior to beginning construction. Both of these approvals require Planning Commission and City Council review, and will provide the public additional opportunities to review the plans and provide input as specific subdivision layouts and phasing plans are proposed and finalized.

- E. Community Review:** This item is a continued decision from a previously noticed public hearing. That hearing, held on December 2, 2014, was noticed in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, public input was received at the November 13, 2014 Planning Commission meeting and December 2, 2014 Council meeting.

The applicants also conducted a neighborhood meeting on November 5, 2014, with notices sent to all residents within 500 feet (Harvest Hills) and notice provided to the HOA. The meeting was attended by approximately 60-80 people, with feedback including:

- Generally positive support for the proposed plan to place single family homes adjacent to the existing neighborhood, and keep higher density farther away
- A few expressions of opposition to the project
- Concern over the potential for density to be shifted from the multi-family area to locations closer to existing residences
- Concern over the potential for lot sizes adjacent to existing residences to be incompatible (too small)
- General questions about the layout, future plans, Mountain View Corridor design and timing, and assurances that the higher density units will not occur adjacent to existing homes.

An additional public hearing was held on the MDA before the Planning Commission on February 12, 2015. A report of action will be provided to the Council following this meeting.

- F. Review:**

History

An application for a Master Planned Development was submitted in 2011, requesting approval of 1892 residential units, and commercial development on the southern portion of the property. This application went through review with the City, but was not finalized nor approved. While inactive, the application remained open throughout the succeeding period, until revisions were proposed in the early fall of 2013.

Mountain View Corridor

The applicants are working with UDOT to preserve approximately 144 acres within the residential portion of the project (a total of 180 acres when including the right of way through the commercial portion) for the future Mountain View Corridor (MVC). The MVC, as proposed by UDOT, cuts through the center of the Wildflower development, making access and infrastructure for the western portion of the development more difficult. The applicant recognizes the benefit to the community that will come from the MVC, however, and is willing to work with both UDOT and the City to ensure the preservation of this corridor. **The City Council and Staff have met with UDOT and the applicant several times to review the corridor preservation, appraisals, evaluations, price, and impacts.**

Density

The Planned Community Zone does not identify a specific density, as densities are approved and managed by the governing Community Plan. The applicant originally requested a density based upon the current R-3 zone of the property, which, at 3 units per acre, results in a total of 1765 units.

Due to the loss of residential land to the Mountain View Corridor, the applicants have asked to transfer the residential density from these acres to the rest of the project. The result will be single-family lots on the remainder of the developable property that range in size from 4500 sq. ft. to 12,000 sq.ft., and multi-family housing in the southwest corner of the project. The multi-family housing is not proposed adjacent to any existing development, and in fact would be located on the opposite side of the MVC from existing neighborhoods. The City Council agreed to transfer the density, however based the calculation on 2.5 units per acre across the entire property instead of 3 units per acre. 2.5 units per acre is the density that most projects in the City are able to obtain after accounting for roads, lot sizes, lot widths, open space, and other requirements. This calculation resulted in a reduction of units from 1765 to 1468, and limited most multi-family housing to ~60 acres with a maximum of 442 units. On January 27, 2015, the City Council approved an agreement to this effect, which is attached.

The proposed breakdown of acreages and development types is below:

- Multi-family: limited primarily to ~60 acres
- Single-family: balance of residential area, average ~2.8 units per acre, lots ranging from 4500 sq.ft. to 12,000 sq.ft.
- Overall density including MVC property: ~2.5 units per acre
- Commercial: ~200 acres to remain primarily subject to the City's Regional Commercial zone. No density transfer from the MVC requested, as there is no base density within the RC zone to transfer.

Community Plan (CP) and MDA

The proposed CP includes standards and plans that will be specific to this development. These include lot sizes, lot frontages, modified setbacks, overall density, height limits, design review processes, architectural themes, community-level open space, trail networks, community-level infrastructure such as storm water and sewer plans, fencing, street light details, and so on. More detailed standards will be outlined in the future Village Plans, which will be reviewed for compliance with the CP, and with the Development Code where no standards are contained in the CP.

Several amendments to the CP, as required by the Planning Commission or recommended by Staff, have already been made. Other pending amendments remain, and Staff recommends conditional approval of the MDA and continuance of the CP in order to bring the CP into a final form prior to approval.

G. General Plan:

Land Use Designation

The applicant is requesting approval of a rezone and General Plan Amendment to designate the property as Planned Community. The Planned Community Land Use Designation is described in the General Plan below:

- k. **Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The property exceeds 500 acres in size, and thus qualifies for consideration under the PC zone and designation. The proposal includes a Community Plan that contains regulations for the development of the property.

Staff analysis: if the rezone and GP amendment are approved, and the proposed CP is modified as directed, the CP and MDA will be consistent with the Planned Community Land Use Designation.

Proposition 6

Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. In this category type (multi-family attached, 2 or more stories) the limit is no more than 7% of all units in the City. Based upon an analysis of the existing approved units in the City, this 7% limit has already been exceeded.

The proposal includes ~61 acres of development intended for multi-family development with an average density of ~8 units per acre, with the remainder primarily single-family. The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected in order to achieve the proposed densities. Multi-story townhomes and stacked units (aka condos or apartments) would fall into the category of "multi-family attached, 2 or more stories."

The Planning Commission requested a breakdown of the percentages within the project itself. Based on total units, as proposed the development itself would contain approximately 40% multi-family units, and 60% single family. If the breakdown is calculated on acreage instead of units, the development contains approximately 16% multi-family development and 84% single family.

While the limit in the General Plan for these unit types has been exceeded, the Council may consider permitting them, in this case, for several reasons:

- The CP and MDA codify an application was submitted prior to Proposition 6 (in 2011), which application also included multi-family units.
- The General Plan is advisory, and with a finding of good cause, the Council may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of land for the future Mountain View Corridor, which road connection will be of great benefit to the City as a whole.
- The majority of the project acreage will be single-family homes, consistent with the intent of the Proposition, and place all higher density development away from existing neighborhoods.

Staff analysis: consistent. The Council has found that the preservation of the MVC is of benefit to the public, and that the majority of the property being single-family development is consistent with the intent of Proposition 6, and has required a significant reduction in the number of multi-family units to minimize

the increase in multi-family housing in the City. Therefore, if the General Plan is amended then the MDA and CP will be generally consistent with the General Plan.

H. Code Criteria:

Rezone and General Plan Amendments

Rezoning and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests, and the Commission when making a recommendation. Therefore, the Code criteria below are provided as guidelines, and are not binding requirements.

Section 19.17.04 outlines the requirements for both a rezone and a General Plan amendment, and states:

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. The application conforms to the Planned Community category identified in the General Plan.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The proposal provides residential development in a manner that is compatible with adjacent neighborhood development, and transitions into higher densities once away from existing neighborhoods. The proposal will also be required to mitigate all negative impacts and ensure that infrastructure capacities are not impinged by the new development.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The application respects the current zoning of the property with an overall density of 3 units per acre, and through transitioning to higher densities once farther away from existing neighborhoods.
4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
Consistent. The applicant is keeping an overall density of 3 units per acre, only placing higher densities on a small portion of the property; this density is the result of preserving land for the future MVC, which will be of benefit to the City in the future.

Community Plan

Section 19.26.06 – Guiding Standards of Community Plans

The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
Staff finding: complies. The Community Plan contains general densities and locations, capped at an overall maximum density.
2. Equivalent Residential Unit Transfers.
Staff finding: may comply with modifications. The Community Plan contains a maximum of 1468 units, and a provision for density to be transferred between Village Plans within

the development area. The proposed transfers include limitations to ensure that lot sizes will not be overly affected, and maximum percentages to prevent overuse. Modifications needed include a prohibition of transfers into the Mountain View Neighborhood.

3. Development Standards. Guiding development standards shall be established in the Community Plan.

***Staff finding: may comply with modifications.** The Community Plan contains standards and regulations to govern the development within future Village Plans and then subdivision plats and site plans. The majority of the project will be subject to the standards in the Development Code, with some items such as density, lot size, signage, setbacks, and architecture governed more specifically in the Community Plan. Modifications are needed to ensure consistency between the MDA and CP, a quality development throughout, and compliance with general standards of the Code and City.*

4. Open Space Requirements.

***Staff finding: may comply with modifications.** The Code requires 30% of the project to be placed in protected open space. The applicant is proposing a plan that meets this requirement, per the proposed Community Plan definitions of allowable open space and in accordance with the limitations in Section 19.26 of the Code. The proposed improvements, however, are contingent upon City participation with impact fees and reimbursements. Modifications are needed to ensure that the plan complies with the base standards of the Code should City participation not occur, and to remove statements that guarantee the City will offer reimbursement.*

5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
 - a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.
 - b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

***Staff finding: up for discussion.** Much of the plan complies, and in portions the applicants have requested a waiver to this requirement to reflect the provision of property for the MVC, along with trail corridors along the MVC property.*

19.26.07 – Contents of Community Plans

The items summarized below are required to be part of a Community Plan:

1. Legal Description. **Provided – needs modification**
2. Use Map. **Provided**
3. Buildout Allocation. **Provided**
4. Open Space Plan. **Provided – needs modification**
5. Guiding Principles. **Provided – needs modification**
5. Utility Capacities. **Provided – needs additional information**
6. Conceptual Plans. Other elements as appropriate - conceptual grading, wildlife mitigation, open space management, hazardous materials remediation, fire protection. **Provided.**
8. Additional Elements.
 - a. responses to existing physical characteristics of the site **Provided**
 - b. findings statement **Provided**
 - c. environmental issues **Basic information provided**
 - d. means to ensure compliance with standards in Community Plan **Provided**

9. Application and Fees. *Provided*

19.26.05 – Adoption and Amendment of Community Plans

The criteria for adoption of a Community Plan are below:

- a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
Staff finding: consistent. See Section G of this report.
- b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;
Staff finding: complies. The General Plan does not identify ERUs or square footage, and the overall density proposed carries forward the allowable range under the existing Low Density Residential land use designation. Square footages of commercial development will be guided by the Regional Commercial zone.
- c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
Staff finding: under review, modifications needed. The proposed standards will guide the development and will permit the proposed densities and maintain quality of design. Additional review is needed and input from the Commission and Council on any additional standards or content is required. Staff comments and corrections are also pending.
- d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
Staff finding: complies. Adjacent developed residential properties have similar densities to the densities proposed along the eastern edge of the development, and the proposal will transition into higher density away from existing homes.
- e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
Staff finding: pending and modifications needed. The applicants are working with staff to ensure that adequate infrastructure can be provided, and identifying appropriate mitigation as necessary.
- f. is consistent with the guiding standards listed in Section 19.26.06; and
Staff finding: up for discussion. The application complies with standards 1-4, however the project is requesting a partial exemption from standard 5.
- g. contains the required elements as dictated in Section 19.26.07.
Staff finding: complies. The application contains the minimum required items.

I. Recommendation and Alternatives:

Staff recommends that the City Council discuss the applications and choose from the options below.

Staff further recommends that the Council choose Option 1 for the Rezone and General Plan amendment, Option 1 for the MDA, and Option 2 for the Community Plan.

OPTION 1: CONDITIONAL APPROVALS

“Based upon the information and discussion tonight, I move to conditionally **approve** the General Plan Amendment and Rezone of the Wildflower property from Low Density Residential and R-3 to Planned Community, as identified in Exhibit 1, with the Findings and Conditions in the staff report:”

Findings

- 1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report, which section is hereby incorporated by reference.
- 2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

- 1. All requirements of the City Engineer shall be met.
- 2. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
- 3. Any other conditions added by the Council. _____
- 4. _____

“I also move to conditionally **approve** the Wildflower MDA with the Findings and Conditions below:”

Findings:

- 1. The MDA is consistent with the proposed Community Plan.
- 2. The MDA is consistent with the agreement contained in Exhibit 5.
- 3. The MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

Conditions:

- 1. The MDA shall not be approved by the City Council unless the General Plan Amendment and Rezone to the Planned Community Land Use Designation and Zone is approved.
- 2. The MDA shall be modified as directed by Staff in the attached draft, in Exhibit 9.
- 3. The MDA shall not be recorded until accompanied by an approved Community Plan. The Community Plan shall in all respects be consistent with the MDA.
- 4. Any other conditions or modifications added by the City Council:

Staff recommends that the Council continue of the CP due to significant revisions needed. If the Council chooses to conditionally approve the CP, a potential motion and conditions are below:

“I also move to **approve** the Wildflower Community Plan with the Findings and Conditions below:”

Findings

- 1. If the General Plan is amended to PC, the application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein. Specifically,
 - a. the preservation of the land for the future Mountain View Corridor is of public benefit and justifies the allowance of higher densities on ~61 acres through the transfer of density from the said corridor, and
 - b. the majority of the property consisting of single-family residential development is consistent with the intent of Proposition 6.
- 2. The Community Plan is consistent with the agreement in Exhibit 5.

3. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section H of the Staff report, which section is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The 1468 residential units is consistent with the lowest density category contemplated in the General plan;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06; with the exception of a requested exemption from standard 5.
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

1. All requirements of the City Engineer shall be met, including but not limited to the conditions in the report attached as Exhibit 2.
2. The Community Plan shall be edited as follows:
 - a. Clearly define the open space in the Mountain View Housing to ensure that such open space is useable.
 - b. Add phasing standards to ensure that amenities and open space are improved appropriately with each residential phase.
 - c. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any existing road until a second access to that road via the MVC frontage road is provided.
 - d. Add statement ensuring that the detention basins will be improved, and have community access and amenities.
 - e. Street names shall be modified to comply with the Code standards for street names.
 - f. The landscaping plant list shall be reviewed to ensure trees with damaging root systems are not included.
 - g. Where side setbacks of five feet or less are utilized, no side yard fencing between homes shall be permitted.
 - h. Side access garages shall provide 24' of maneuvering space.
 - i. Parkways as defined by the CP shall not be included in required open space.
 - j. A requirement shall be added stating that plats within ½ mile of Camp Williams shall have recorded on their plats information alerting buyers that this is a high noise and vibration area due to periodic live fire exercises.
 - k. All required edits as provided by staff on February 11, 2015, and other pending required edits, shall be made.
 - l. Entry signage shall be removed and addressed in subsequent Village Plans.
3. Fire standards of the Wildland Urban Interface shall be met.
4. A request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
5. No development to the west of the proposed MVC shall be permitted until the MVC property is dedicated to UDOT, and verification received from UDOT.

6. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a particular phase being sold.
7. Wayfinding signs shall be no higher than 20’ and shall comply with 19.18.09, including off premise and on premise Development Information Signs.
8. The Community Plan shall also be edited as directed by the Council:
 - a. _____.
 - b. _____.
9. The Community Plan shall not be recorded until a final version is presented to the Council including all changes in these conditions.
10. Any additional conditions articulated by the Council: _____.

OPTION 2: CONTINUANCE

Staff recommends that the City Council choose this option for the CP, however the option is also available for any and all of the other requests:

“I move to **continue** the [rezone, General Plan amendment, Community Plan, MDA] for Wildflower to the March 3, 2015 meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

OPTION 3: DENIALS

To allow the applicant time to make necessary revisions, Staff does not recommend denial at this time. However, the option is available for any and all of the requests:

“Based upon the information and discussion tonight, I move to **deny** the General Plan Amendment and Rezone of the Wildflower property from R-3 to Planned Community, as identified in Exhibit 1 in the staff report, with the Findings below:

1. The applications are not consistent with the General Plan, as articulated by the Council: _____, or
2. The applications do not comply with Section 19.17.04 of the Development Code, as articulated by the Council: _____, or
3. The applications do not further the general welfare of the residents of the City, as articulated by the Council.

“I also move to **deny** the Wildflower Community Plan and MDA with the Findings below:

1. The applications are not consistent with the General Plan, as the current designation is Low Density Residential and not Planned Community.
2. The applications do not comply with Section 19.04 of the Development Code, regarding Land Use Zones, specifically:
 - a. the request exceeds the allowed density in the R-3 zone, specifically in the Mountain View Neighborhood; and
 - b. the proposed townhomes are not allowed uses in the R-3 zone; and
 - c. setbacks, lot widths, lot sizes, and other development standards are not consistent with the R-3 zone; and
 - d. Community Plans are not permitted in the R-3 zone.

3. The Wildflower Community Plan and MDA do not further the general welfare of the residents of the City, as articulated by the Council.

J. Exhibits:

1. Location & Zone Map (page 14)
2. City Engineer's Report (pages 15-17)
3. 2011 Master Plan Proposal (page 18)
4. Density and layout based on January 20, 2015 Council Direction (page 19)
5. Agreement Dated January 27, 2015 (pages 20-24)
6. November 13, 2014 Planning Commission Report of Action (pages 25-33)
7. January 20, 2015 City Council Minutes (page 34)
8. January 27, 2015 City Council Minutes, DRAFT (pages 35-37)
9. Draft MDA (pages 38-72)
10. Public Comment from Western States Ventures regarding access (pages 73-74)
11. Community Plan – available in its entirety online:
www.SaratogaSpringsCity.com/Planning, under “Pending Applications” then “Wildflower”

**City Council
Staff Report**

Author: Jeremy D. Lapin, City Engineer
Subject: Wildflower
Date: February 17, 2015
Type of Item: Rezone – GPA – MDA - Community Plan



Description:

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

B. Background:

Applicant: Nathan Shipp, DAI Utah
Request: General Plan Amendment and Rezone to Planned Community Zone (PC) and Community Plan and MDA Approval
Location: Area West of Harvest Hills from SR-73 to 2100 N (Lehi)
Acreage: Approximately 795 acres

C. Recommendation: Staff recommends the approval of General Plan Amendment and Rezone to change the property to Planned Community Zone as well as approval of the MDA subject to the following findings and conditions. The Community Plan is not recommended for approval at this time.

D. Conditions:

- 1) The Community Plan shall be consistent with the City's existing Master Plans including the Transportation Master Plan, the Parks, Trails, and Open Space Master Plan, as well as the City's utility master plans including the Culinary Water, Secondary Water, Sewer, and Storm Drain Master Plans.
- 2) The adoption of the community plan does not represent a reservation of capacity in any of the systems. Capacity is available on a first come, first serve basis and final verification of system capacity will need to be determined prior to the recordation of plats. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite improvements sufficient for the development of Developers' Property in accordance with the current City regulations. While the anticipated improvements required for the entire Property are set out in the community plan, that is only the City's and Developers best estimate at this time as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the exhibits in the Community plan but may be adjusted in accordance with current City regulations. The infrastructure anticipated to be needed for the build out of this project shall be provided for in the community plan.
- 3) The developer shall comply with all City and UDOT access spacing and permitting requirements. A permit for all points of access along UDOT roads shall be obtained. Developer shall complete roadway improvements as per the City's Transportation Master Plan (TMP) and Engineering standards and specifications.
- 4) Developer shall provide a geotechnical report and hydrologic/hydraulic storm drainage calculations for the overall project. Detention areas and volumes shall be identified as well as all proposed outfall locations. The project shall comply with all City, UPDES and NPDES storm water pollution prevention

requirements. Storm water release shall not exceed historical or predevelopment rates and must be cleaned to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.

- 5) Developer shall provide a complete trail system that provides pedestrian connectivity as well as pedestrian corridors at critical locations to maintain connectivity to trails and neighborhoods.
- 6) The location and cross-sections of all roadways, sidewalks, and trails shall comply with the design standards outlined in the Community Plan, and to the extent not inconsistent therewith, the City's Standard Technical Specifications and Drawings Manual, the City's Transportation Master Plan, and the City's Parks, Trails, Recreation, and Open Space Master Plan...
- 7) Existing pedestrian trails and road stubs within the adjacent subdivisions shall be incorporated and connected into project
- 8) The Developer shall provide an updated Traffic Impact Study that is consistent with the new density's and project layouts. The project shall comply with all recommendations of the Final and accepted Traffic Impact Study.
- 9) The developer shall ensure that any open space dedicated to the City meets all City landscaping and irrigation design standards as well as meet all City and industry standards for amenities and play equipment.
- 10) All roads public or private roads shall meet all city standards and specifications and standard cross sections and pavement section designs.
- 11) Road plan needs to show complete frontage road system for Mountain View Corridor to illustrate connectivity and show how the transportation system will function for the project. Plan should also indicate what areas need to have these roads to move forward and if developer will construct them if UDOT has not yet installed them when the developer is ready to move forward.
- 12) Areas to be served by the water Zone 2 areas shall have a direct connection to the zone 2 tank; a connection only by PRV is not permitted.
- 13) Community plan shall show existing city mains locations and sizes and identify all proposed points of connection to existing.
- 14) Community plan shall include utility master plans for all residential and non-residential areas
- 15) Although the City is opposed to new sewer lift stations, it acknowledges that one additional sewer lift station may be necessary in order to allow for the full development of the project. The City therefore will consider the construction of one new sewer lift station with this development, if all other options for providing sewer service to that property have been thoroughly exhausted. The permission to build one new lift station will be permitting only if the proposed location is acceptable to the City Engineer and provides service for the maximum amount of area to ensure only a single lift station is required. Although the Location and design of the lift station must be approved by the City Engineer, all design and construction costs are the responsibility of the Developer. The Lift station shall be bonded for and constructed with the first plat that has lots requiring its use for sewer service. Developer shall clearly delineate proposed service areas for any lift station anticipated and identify where to the existing sewer system the lift station would discharge to.
- 16) Storm water retention is not permitted
- 17) The Canal Co has never historically permitted flows from developed areas to be discharged into their system, please provide letter from Canal Co verifying they will allow such a discharge as proposed, otherwise show connection to City system.

- 18) Label all offsite incoming storm water flows that must be routed and or mitigated through project.
- 19) Developer shall identify and protect all sensitive lands as specified in the Land Development Code.
- 20) Community plan shall identify the acreage of Mountain View Corridor ROW
- 21) Community plan shall identify the burial and relocation of all overhead utility distribution lines.
- 22) Community plan shall identify what portion of proposed open space is sensitive land.
- 23) Road names and coordinates shall comply with current city ordinances and standards.
- 24) Developer shall prepare and submit signed easements for all public facilities not located in the public right-of-way. Sewer and storm drains shall be provided with a minimum of 20' wide easements and water and irrigation lines a minimum of 10' wide easements centered on the facility. Utility lines may not be closer than 10' apart from each other or from any structure. Developer shall provide 12' paved access roads and 20' wide access easements to any location where access is required outside the ROW such as sewer or storm drain manholes.
- 25) All street lighting and any other lighting proposed to be dedicated to and maintained by the City shall comply with the current City standards and specifications. All lighting shall be full-cutoff style and meet all other City and IESNA standards.
- 26) Project shall comply with all ADA standards and requirements.
- 27) Utilities including water, irrigation, sewer and storm drain and shall not be located within any lot residential lot boundary (except for laterals).
- 28) Lots shall not contain any sensitive lands; all sensitive lands must be placed in protected open space.
- 29) Secondary and Culinary Water Rights must be secured from or dedicated to the City with each plat proposed for recordation compliant with current City Code. Prior to acceptance of water rights proposed for dedication, 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.
- 30) The MDA shall clarify that every residential unit or commercial unit be a minimum of 1 ERU.
- 31) Developer shall be responsible for the installation of all onsite and offsite utilities including, but not limited to culinary water, secondary water, sanitary sewer, and storm sewer sufficient for the development of the project in accordance with City and State regulations.
- 32) Natural drainages shall be left unimproved and no lot boundary shall contain any portion of a drainage that is inundated, at any time, during the 100-year storm event as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway
- 33) Developer shall comply with all City Ordinances during the mass grading of the Project including obtaining the necessary Grading and Stormwater Permits and paying all applicable fees and posting Bonds.

LEGEND

- Single Family Estate Lots (1-2 du./ac.)
- Single Family Low Density (2-3 du./ac.)
- Single Family Medium Density (3-5.8 du./ac.)
- Multi-Family Residential (12-16 du./ac.)
- Commercial/Business
- Mixed Use (10-12 du./ac.)
- Cemetery
- Open Space/Buffer
- Potential Church Sites
- Village Center

Program Uses	Amount	%	dwelling units
Single Family Estate	90 ac.	9.5%	90 du.
Single Family Low	70 ac.	7.5%	176 du.
Single Family Medium	241 ac.	24.4%	1,181 du.
Multi-Family	87 ac.	9.3%	1,380 du.
Commercial/Business	210 ac.	22.4%	2,800,000 sq.ft.
Cemetery	24 ac.	2.6%	
Village Center	25 ac.	2.7%	250 du.
Church Sites	20 ac.	2.1%	
Parks/Open Space	183 ac.	19.5%	
Totals	950 ac.	100%	3,077 du.

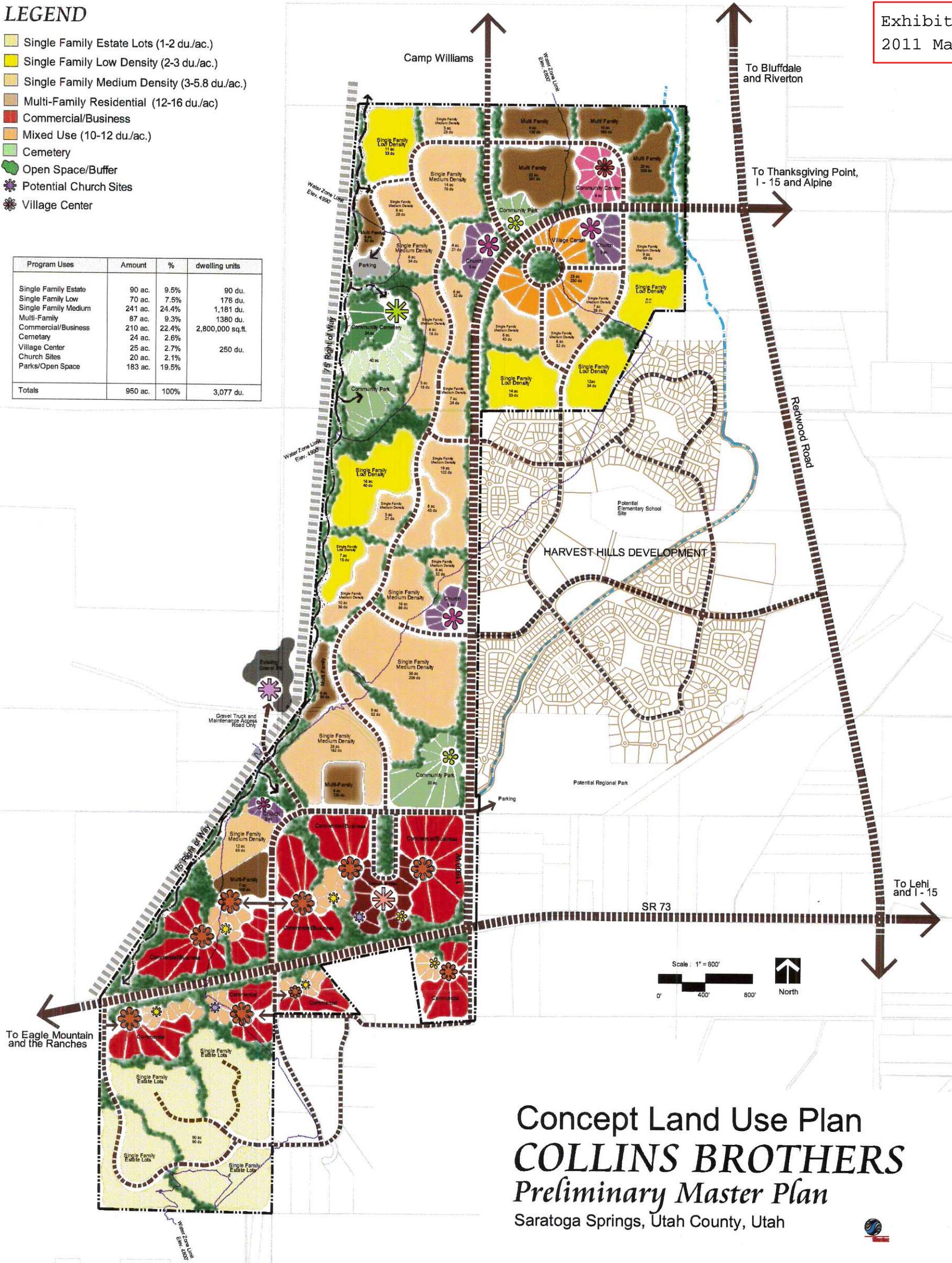
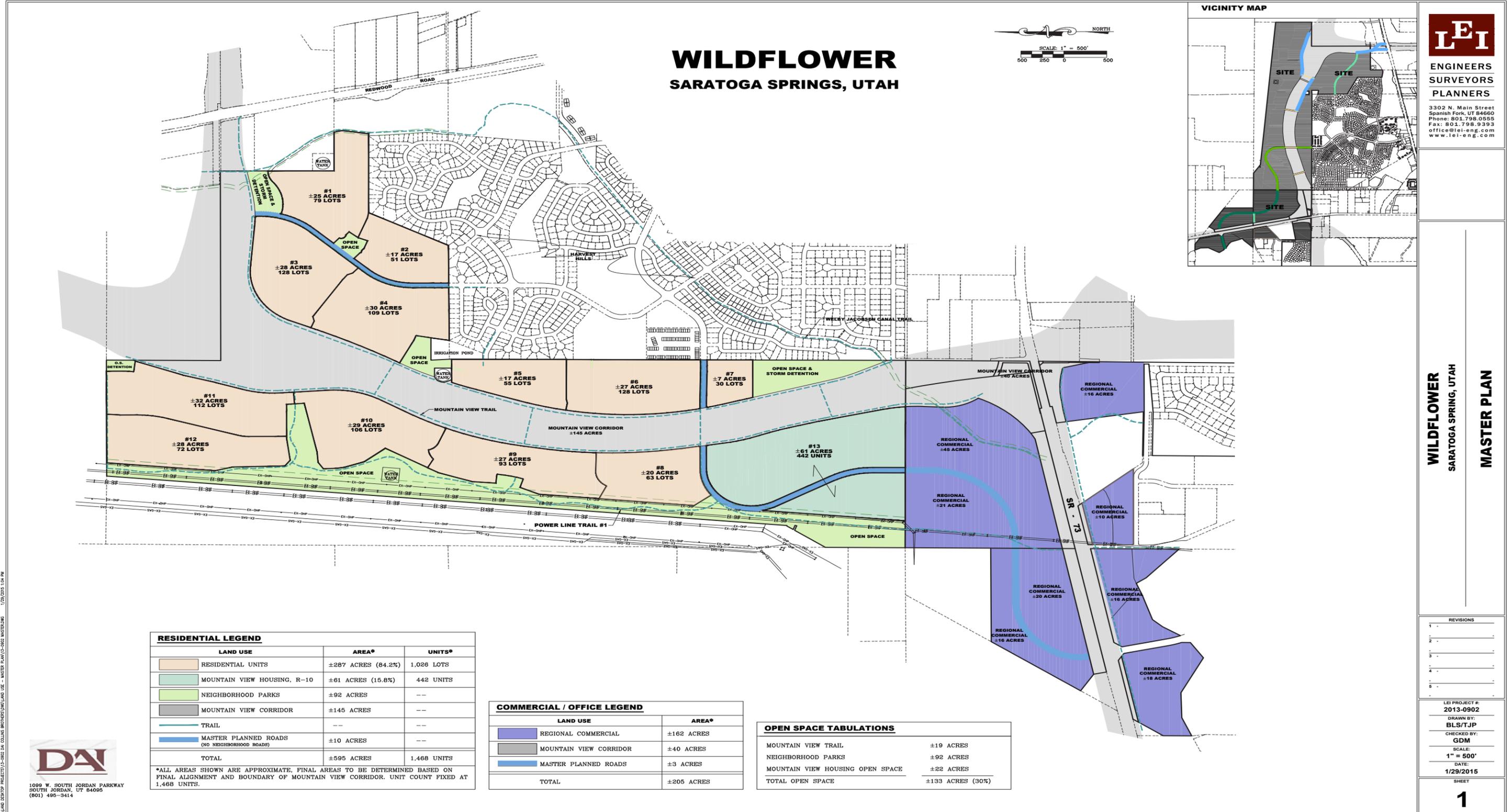


Exhibit 3
2011 Master Plan

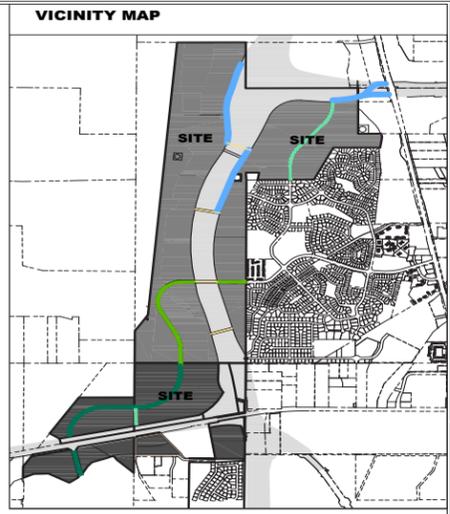
Concept Land Use Plan
COLLINS BROTHERS
Preliminary Master Plan
Saratoga Springs, Utah County, Utah



EXHIBIT TWO: Land Use Master Plan



WILDFLOWER SARATOGA SPRINGS, UTAH



LEI
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

WILDFLOWER
SARATOGA SPRING, UTAH
MASTER PLAN

RESIDENTIAL LEGEND		
LAND USE	AREA*	UNITS*
RESIDENTIAL UNITS	±287 ACRES (84.2%)	1,026 LOTS
MOUNTAIN VIEW HOUSING, R-10	±61 ACRES (15.8%)	442 UNITS
NEIGHBORHOOD PARKS	±92 ACRES	---
MOUNTAIN VIEW CORRIDOR	±145 ACRES	---
TRAIL	---	---
MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±10 ACRES	---
TOTAL	±595 ACRES	1,468 UNITS

*ALL AREAS SHOWN ARE APPROXIMATE. FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. UNIT COUNT FIXED AT 1,468 UNITS.

COMMERCIAL / OFFICE LEGEND	
LAND USE	AREA*
REGIONAL COMMERCIAL	±162 ACRES
MOUNTAIN VIEW CORRIDOR	±40 ACRES
MASTER PLANNED ROADS	±3 ACRES
TOTAL	±205 ACRES

OPEN SPACE TABULATIONS	
MOUNTAIN VIEW TRAIL	±19 ACRES
NEIGHBORHOOD PARKS	±92 ACRES
MOUNTAIN VIEW HOUSING OPEN SPACE	±22 ACRES
TOTAL OPEN SPACE	±133 ACRES (30%)

DA
1099 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
(801) 496-3414

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:
2013-0902
DRAWN BY:
BLS/TJP
CHECKED BY:
GDM
SCALE:
1" = 500'
DATE:
1/29/2015
SHEET
1

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: _____

Saratoga Springs City
Planning Commission

Report of Action

TYPE OF ITEM

Concept Discussion	_____
Preliminary Plat	_____
For Discussion Only	_____
Site Plan	_____
Rezone	_____ X _____
Ordinance	_____
General Plan	_____ X _____
Code Amendment	_____
Plat Amendment	_____
Road Vacation	_____
Conditional Use	_____
Development Agmt.	_____
Minor Subdivision	_____
Other (Community Plan)	_____ X _____

Meeting Date: November 13, 2014

ITEM #6. Wildflower – Rezone, General Plan Amendment
Community Plan

Jeff Cochran was present as Chair.

ACTION OF PLANNING COMMISSION

The following action was taken by the Planning Commission on the above-described item:

Positive Recommendation with Conditions

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- See Staff Report.
- Additional conditions regarding fencing and phasing connectivity.
- Also responded to public comments to clarify:
 - That if UDOT buys the land with density, there would be no density transfer.
 - That commercial businesses have not been identified and will be reviewed according to the RC zone at such time as they apply.
 - Discussion of Prop 6 limitations, that it is advisory and the analysis in the staff report did not state it was in compliance, but that the analysis in the report gave the Council items to weigh in determining the impact of Prop 6.
 - Discussed MVC buffer, potential impact to schools, and potential condition to require a truck route for any extraction that will leave the site.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in verbal comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Jennifer Klingensmith

- Planned Community Zone in general, gives heartburn. Granting the PC zone gives developers a lot of flexibility and the Council has expressed concern with Legacy Farms. If the Planned Community is granted, the density will be vested.
- Shifting density from the Mountain View Corridor is just a numbers game. If it's zoned R-3, UDOT will purchase for a good value, don't need to make it up. The neighborhoods will not look R-3, will get a large, very dense single family development. Developer needs to get a air price from UDOT for the road and then maintain 3 units per acre on rest of the property.
- Appreciate that they didn't put in large amounts of multi-family, ok with some multi-family, but the R-18, even though it's far away from the community, we feel impacts in schools and wards. Also read about Prop 6 and how it plays into it. Application wasn't approved, so don't think that the fact application was just submitted means grandfathered into prop 6. If already exceeded the 7%, granting the density doesn't seem to comport with the laws of our town.
- Granting this density and how it's played out with Legacy Farms needs to be something that weighs on your minds. Maybe the Planned Community zone needs to be tweaked.
- Jeremy Cochran, Peach Place
 - Second Klingensmith about zoning and the PUDs; if credit for MVC, selling land to UDOT, getting a double dip.
 - Only 2 access points from Harvest Hills onto Redwood now, very difficult. Putting in the road to the north will increase traffic from Aspen Hills, right past the school. Has seen alternative plans for this location that would minimize traffic through the community.
 - Exhibit 15 allows for extraction of materials, and movement off-site. This isn't a mining area; how much will be moved and what route will the heavy equipment take?
 - Open space, trails, like them but they are pushed to the west side of the development, harder to access. Way to put more OS by the existing neighborhood?
 - If MVC doesn't happen, how does traffic get pushed out/through? A frontage road along MVC would be his recommendation.
- Rick Van (Altenberg?)
 - Road to north – concerned both due to school and due to his home being there. Read the traffic impact study; seemed they examined Redwood and SR73, and for those that drive home on Redwood, the biggest impact is at Harvest Blvd currently. The new road would benefit current residents more than the new, and bring a lot of traffic, so recommends more articulation on that road to match what is in Harvest Hills currently, with lots of twists and turns.
- Bryan Ricks
 - A lot of comments already been made.
 - Argument seems to be shifting from Mountain View Corridor; may not be dollar for dollar, but doesn't put the developer in dire straights like they'd like us to think.
 - Major concern in school district for those in the north end of school district for bonds for additional schools. Overdue for additional schools; existing communities such as Orem with enough schools won't vote for a bond to build schools here. Super high density housing in an area with full schools will be a problem.
 - Traffic concern – parks. If a way to cut through Harvest Hills to bypass traffic while waiting for MVC will send traffic past schools and parks.
 - By design, roads in Harvest Hills slow traffic; where major roads come in from MVC and Redwood, seems it will speed up traffic instead.
- Jamie Danforth
 - Love comments made already.

- Concerns: to get the initial 1700 units approved, MVC was open and available to build homes on, huge chunk of land for homes.
- Infrastructure: 1700 ish homes, 2 kids, that's 3400 kids that need a school to go to. Harvest was busting at the seams with 900 students.
- Looks nice to have single family residential, but majority are on 4500-6000 sq.ft. lots. Concern is not geographic issue but demographic. Curious what existing ratio is of high density to single family in north end of city. There is a reality of what comes in with high density housing.
- Sean (Trimmons?)
 - Commercial zones look large, want to know what businesses and what stores will come in? Will it be big box and swathes of parking? Other communities, have seen great integration of residential and business where it feels integrated.
 - With high-density housing so close to the commercial zone, can we see a future crime forecast and impacts on our police force?
 - Height of the new developments in high density housing, how many stories and what will it do to the viewshed of the mountains? Has a telescope and likes to look at the mountains. Glad to see the lighting will be downward directed.
 - DAI has developed elsewhere, would like to do a study of previous developments to see how they turned out.
 - MVC in Salt Lake County has a large buffer area, a good 100 yards on either side or more that doesn't touch housing, set back by parks or other buffers that are good for the residents.
 - That mixed use zone in the corner is way out there and seems like a very small zone for MU.

APPLICANT PRESENTATION

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Summarized background. Summarized discussion with UDOT regarding MVC and attempts to relocate to west, to not split neighborhood into two communities.
- Went over lot layout and feathering density away from existing neighborhoods.
- Discussed open space percentage and trail length provided.
- Discussed system roadways and match to city standards.
- Responded to public comments, and explained using the PC zone to have flexibility in order to respond to the 25% of land limitation brought on by MVC.
- Clarified that not intending to double dip. Planning to buffer commercial, and willing to meet staff's condition to match and feather densities.
- Addressed request to move dirt to level and develop property; stated that committed to work with staff to keep construction traffic out of Harvest Hills.
- Mentioned other properties that residents could look at. Independence at the point of the mountain, where the school district couldn't afford to build a school, so worked with the Summit Academy charter school to provide a school solution for community. Willing to do same in Saratoga if Alpine School District can't provide a school.
- Intend on having churches and schools and pocket parks; plan doesn't currently show, but will be provided at time of Village Plan.
- Also addressed Commission questions as outlined under Commission Discussion.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Jarred Henline
 - Timeline? (Applicant: 2015 spring, 15-20 year buildout, phasing as market allows.)
 - What happens if UDOT doesn't build the road? Developer can't build on it, no density, just a giant brush field? (Applicant: preference for UDOT to build road right away, but not sure how best to address. Will redesign plan to build on MVC if not bought by UDOT in a few years.)
 - Ok with taking more time, postponing decision in order to make sure it's done right.
 - Asked about the prison, and how this will impact it. (Staff: brief discussion on the prison relocation and the criteria, including presence of population centers within a certain distance, and clarification that staff is not directing the commission to make a recommendation based on the prison.)
 - Discussed specificity in plan, limitations on density transfers, future public meetings for Village Plans and plats. (Applicant: willing to add specificity in densities and lot sizes as requested by staff. Also school district not willing to update plan until entitlements are in place.)
 - Even though don't like to rush it, might need to rush it for other reasons, understands it.
- Sandra Steele
 - Add "between homes" for side yard fencing limitation.
 - No matter what happens with MVC, max density will be 1765? (Yes.)
 - Concerned with no minimum frontages for single family lots; don't want to drive down a street and see nothing but driveway after driveway. Establish minimum frontages for each pod or type. May result in loss of lots if using the City standard. Would like to see a minimum frontage. (Applicant: ok if at Village Plan? Ok.)
 - Need 24' of backing area for side load garages. (Applicant: 24' is required.)
 - Off street guest parking shall be provided for the multi-family products and any product with less than a 20' driveway, at a rate of .25 spaces per unit.
 - Asked if the Council has committed to accepting open space? (Staff: not yet, up to Council.)
 - Asked if the City routinely reimburses for improvements? (Staff: yes, if facility is required by City plans, but up to the City Council. Can't charge a developer twice, also can't add an amenity that services only one project to a capital facilities plan, it must service the larger system.)
 - Parkways are part of open space, but 19.26.06 of Code says OS shall not include lands occupied by sidewalks....etc., but the plan shows the parkway including the pavement. (Applicant: including but not counting towards required open space.)
 - Signage is beautiful, but too tall. (Applicant: wants a statement. Discussed.)
 - Wants a requirement to remove builder signage within 90 days of completion of phase.
 - Comply with development code regarding on and off-premise development information signage.
 - Streets have been put on the map incorrectly, so verify street names.
 - Traffic report – references 2000 North and State Street, in Lehi. Typo? (Staff/applicant: yes)
 - Extraction – allowed to extract on sensitive lands, is that ok? (Staff: since it's limited and the majority is preserved in OS, then yes.)
 - Page 77: 184 acres, not 800....need to fix the typo.
 - Number of single family homes located very close to Camp Williams. Need to put a note on the plats within ½ mile notifying them that it could be a high noise and high vibration area due to live fire in Camp Williams. (Applicant: agrees.)
 - Requested consideration of sound attenuation for homes right next to Camp Williams.
 - Has 6 proposed conditions of approval:
 1. Minimum lot frontages shall be established prior to recordation of the Village Plans
 2. Side access garages shall provide 24' of maneuvering space

3. Parkways as defined by CP shall not be included in required open space
 4. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a particular plat.
 5. Wayfinding signs shall be no higher than 20' and shall comply with 19.18, Development Information Signs.
 6. Plats within ½ mile of Camp Williams shall have a note that states that this is a high noise and vibration area due to periodic live fire exercises.
 7. Monument sign shall be limited to a height of 20'.
- Hayden Williamson
 - Echo Jarred's concerns, when considering a plan, not usually also considering a rezone and impacts to neighboring community, as the zone already exists.
 - Would it be possible to give a conditional approval on this but doesn't take effect until Village Plan is approved? (Staff: discussed feasibility, yes can be conditional but up to Council. Applicant: would prevent from moving forward, not planning on returning in a month, but sometime down the road and only for a small portion, on a phase by phase basis.)
 - Would be in favor of adding a condition moving it to ERUs and not just straight units.
 - Kirk Wilkins
 - Asked about current rights? (Staff: current zoning is R-3)
 - Asked about high-density housing, can it be denied? (Staff: yes.)
 - Asked about prison, would denying high-density impact? (Staff: not clear, however the MVC is also a community benefit and the proposal as currently outlined is what was discussed prior to any prison discussions.)
 - Asked if the applicant could preserve the MVC without high density? (Applicant: possibly but difficult, and at a loss of open space. Placing the high density by Eagle Mountain's asphalt plant means more open space elsewhere in project.)
 - Need to make sure that the preservation reflects the realignment of 73 and Pioneer Crossing.
 - Water, north end next to NSA which uses a huge amount of water, so how service? (Staff: working with applicant's engineers to determine what would be needed for project, then work over time to verify. Applicant responsible to meet needs at time plat records, as needs and requirements change over time. Disclaimer to that effect is provided in agreements, City not making promises to build or provide infrastructure.)
 - Kara North
 - Hard to have confidence in plan without more specifics. Will look at Village Plans more specifically and thoroughly.
 - Agree with Sandra on frontage issues.
 - Anxious to see if applicant can work out options with Alpine School District, explore options.
 - Likes the big monument sign, but will have to see where everyone falls on it.
 - Jeff Cochran
 - Recognize that Commission is a recommending body to Council only.
 - Prison: don't know whether it's coming or not, it's speculation. Shortsighted to say "pick this or that" right now. Prison can look and see that we have a developer her anxious to move forward, zoned R-3 and ready to move forward.
 - 29' monument sign is a good example of the amount of information reviewed over a short time, and the amount of information he doesn't know.
 - Density: many residents had conversations and concern over density. There is a place for multi-family density in the City, provides diversity in demographics, but most is in north of city. North

of SR73 there are 475, and request is for almost double so doesn't provide good demographics or diversity.

- Prop 6: legislative decision totally with the City Council, but exceeded limits currently so why exceeding more and in an area where most of the higher density is located?
 - MVC: familiar with UDOT and ROW acquisition, it's a negotiation for a fair market value, so developer responsibility is to negotiate and put in equation to get value. Also MVC is a benefit to developer by bringing traffic to and through project.
 - Strong recommendation that traffic patterns move and dump onto MVC, take better advantage to the frontage road instead of pushing traffic through neighborhood. Road by 2 churches and a school should not take majority of traffic.
 - Does not think it is consistent with the General Plan. Not opposed to higher density, but all clustered in one area is not to the betterment of the City.
- All: discussion about Prop 6, difficulty in compliance, percentage of the proposed units within the Community Plan and comparison to Prop 6.

MOTIONS

Rezone and General Plan Amendment

Commissioner North made the following motion: "Based upon the information and discussion tonight, I move to forward a positive recommendation to the City Council for the General Plan Amendment and Rezone of the Wildflower property from R-3 to Planned Community, as identified in Exhibit 1 of the staff report, with the Findings and Conditions below:"

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report dated November 13, 2014.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report dated November 13, 2014, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan.
3. Any conditions added by the Commission. _____
4. _____

Commissioner Steele seconded the motion.

VOTE (4 TO 1)

Jeff Cochran	NAY
Sandra Steele	AYE
Kara North	AYE
Jarred Henline	ABSENT
Hayden Williamson	AYE

Community Plan

Commissioner North made the following motion: "I also move to forward a **positive** recommendation to the City Council for the Wildflower Community Plan with the Findings and Conditions below:"

Findings

1. The application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein. Specifically,
 - a. the preservation of the ~144 acres for the future Mountain View Corridor is of public benefit and justifies the allowance of higher densities on ~53 acres through the transfer of density from the said corridor, and
 - b. the majority of the property consisting of single-family residential development is consistent with the intent of Proposition 6.
2. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section H of the Staff report, which section is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The 1765 residential units is consistent with the lowest density category contemplated in the General plan;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06; with the exception of a requested exemption from standard 5.
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

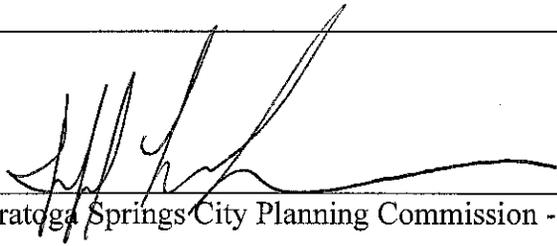
1. All requirements of the City Engineer shall be met, including but not limited to the conditions in the report attached to this report as Exhibit 2.
2. The Community Plan shall be edited as follows:
 - a. Modify the table of lot sizes to include a range of percentages for each lot size; also add percentages to each residential pod.
 - b. Add a statement to ensure that lots immediately adjacent to existing lots (e.g. Harvest Hills) will be of similar size, to transition into the smaller lots.
 - c. Add an amendment process to predictably shift density if the Mountain View Corridor is not built, or if the density in the Corridor is purchased by UDOT.
 - d. Clearly define the open space in the Mountain View Housing to ensure that such open space is useable.

- e. Add a maximum height or maximum number of stories to the Mountain View Neighborhood.
 - f. Add phasing standards to ensure that amenities and open space are improved appropriately with each residential phase.
 - g. Add statement ensuring that the detention basins will be improved, and have community access and amenities.
 - h. Add minimum requirement of 0.25 stalls per unit for guest parking in the Mountain View Neighborhood.
 - i. Street names shall be modified to comply with the Code standards for street names.
 - j. The landscaping plant list shall be reviewed to ensure trees with damaging root systems are not included.
3. Fire standards of the Wildland Urban Interface shall be met.
 4. The road layout shall be altered to match the Transportation Master Plan, or a request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
 5. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any road until a second access is provided.
 6. Where side setbacks of five feet or less are utilized, no side yard fencing between homes shall be permitted.
 7. Off street guest parking shall be provided for the multi-family products and any product with less than a 20' driveway, at a rate of .25 spaces per unit.
 8. Minimum lot frontages shall be established prior to recordation of the Village Plans
 9. Side access garages shall provide 24' of maneuvering space.
 10. Parkways as defined by CP shall not be included in required open space.
 11. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a par
 12. Wayfinding signs shall be no higher than 20' and shall comply with 19.18.09, including off premise and on premise Development Information Signs.
 13. Plats within ½ mile of Camp Williams shall have recorded on their plats information alerting buyers that this is a high noise and vibration area due to periodic live fire exercises.
 14. Density shall be based on ERUs and not residential units.
 15. Entry and monument sign standards shall be reviewed with the Village Plan
 16. Applicant and staff work to provide density percentages to the City Council.

Commissioner Steele seconded the motion.

VOTE (4 TO 1)

Jeff Cochran	NAY
Sandra Steele	AYE
Kara North	AYE
Jarred Henline	ABSENT
Hayden Williamson	AYE
Kirk Wilkins	AYE

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Saratoga Springs City Planning Commission - Chairman

Exhibit 1: Staff Report Dated November 13, 2014

5 install their fence a full foot behind the existing wall to avoid disturbing it. He noted they would like to
6 deed the road to the city.

7 Mayor Miller asked if he has spoken to the Fire Chief about burning the existing house for training.

8 Blaine Hales said he talked about it but didn't know how it impacted the cost to tear it down. If it doesn't
9 create additional costs they would be willing to do that. They are getting asbestos tested this week.
0

1 **5. Discussion of the Wildflower Rezone, General Plan Amendment and Community Plan.**

2 Kimber Gabryszak noted that the Council had requested additional information and the applicants have
3 brought that information at this time.

4 Greg Curtis is working with DAI primarily to reach a resolution with UDOT. There were two appraisals
5 done, the total acreage of the MVC is between 145-155 acres. The value is appraised with and without a
6 density transfer. UDOT had an appraisal done (Lang Appraisal) and DAI obtained another appraiser,
7 Phil Cook who has worked with UDOT before. There was a fairly wide discrepancy in the appraisals.
8 UDOT was fairly adamant about what amount they wanted to pay, and it was felt the only way DAI
9 could make that work was with a density transfer. He thinks they are close to an agreement, DAI feels
0 they cannot finalize a decision until they know what the City is willing to do. UDOT does not have any
1 funding to allocate to this project right now but they are working on it with the Transportation
2 Commission.
3

4 Councilman McOmber wanted to know what they are hoping to get from the city.

5 Greg Curtis said the corridor cuts out potential lots and they would like to transfer that density to another
6 area of the land.

7 Councilman McOmber said UDOT is purchasing this right-of-way from DAI so why are they being
8 reimbursed from us also. We would be willing to discuss additional severance that impacts the
9 surrounding land around the road and mitigate some of the losses.

0 Greg Curtis said they dispute the amount that UDOT wants to pay as full value. So they are looking to the
1 density transfer to offset those costs.

2 Nathan Shipp wanted to be clear that there was an underling value being displaced. The appraisers do their
3 best to identify all the components like additional excavation to meet new roads, loop power lines and
4 sewer lines, etc. that wouldn't otherwise have to be done. They are asking for 432 units that have been
5 displaced. They feel they have come down on units and have eaten additional cost.

6 Councilman McOmber feels everyone has a portion in this and we can work together. He would like to see
7 UDOT step up and say they would do another 144 units, City could do 144, and the Developer could
8 take another portion. This land will be more valuable because of this added accessibility. There are
9 ways to do density nicer like mansion style triplexes. If we can make a better product with our densities
0 it would benefit us all. He wants to avoid clustering all the high density in one spot. There are other
1 things to do that would create the illusion of more open space. If he could get some better products he
2 would be willing to go up from 144 units.

3 Councilwoman Baertsch agreed with much of what Councilman McOmber said. She thinks there is still
4 some work to be done on the numbers but she agrees that it needs to be a true tri-party agreement.

5 Councilman Willden appreciated the explanations and asked staff for clarification in how many homes do
6 R3 developments get.

7 Kimber Gabryszak replied that most R3 developments get 2.4-2.5 units per acre. In this area it would be
8 around 350 or 360.

9 Councilman Willden said we want to be a willing participant. It comes down to two wrong appraisals. He
0 would be willing to go no higher than the 144 units.

1 Councilman Poduska wants to reach a 3-way compromise. Any density changes that we make are going to
2 be relatively small compared to the overall development and the eventual size of the city. He wants to
3 come to an agreement somewhere in the middle.

4 Nathan Shipp understands that they want to split the cost but he feels they have already brought down the
5 number and if they are talking about splitting the cost 3-ways they need to consider the costs the
6 developer has already contributed.

7 Mayor Miller thought we could adjourn to policy session and continue this item later in that meeting.

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**City of Saratoga Springs
City Council Meeting
January 27, 2015**

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

Policy Session Minutes

Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Stephen Willden - electronically, Rebecca Call - electronically

Staff: Mark Christensen, Kimber Gabryszak, Owen Jackson, Kevin Thurman, Jeremy Lapin, Nicolette Fike, Mark Edwards

Others: Nathan Shipp, Mike Hansen, Ryan Jensen, Jack Carrick, Troop 1282, Chris Porter, Brandon Beattle, Bryan Flamm

Excused: Bud Poduska

Call to Order 7:00 p.m.

Roll Call - Quorum was present

Policy Items

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.**

Kimber Gabryszak wanted to make sure all were aware that Jeff Cochran was being appointed for the remainder of Eric Reese's term who needed to resign.

Motion made by Councilwoman Call that we approve 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. Second from Councilman McOmber Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call. Motion passed unanimously.

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.**

Kevin Thurman reviewed the agreement with the Council.

Kimber Gabryszak reviewed some of the concerns about where multi-family vs. single family would be.

They are proposing the option of wording that says Primarily Single Family homes so it signifies the majority would be single family but builds in some flexibility. It would be finalized later at the Community Plan.

Councilwoman Baertsch asked if they can specify that non-single family be only on the west side. (yes)

Councilwoman Call wondered if they needed to address that at all, could they leave it with the 442 multi-family units that were all within the 53 acres and the remaining 1026 would be dispersed in the other area. They will be bringing details back with Community Plans. Do they need to talk about single-family dwellings at all at this time?

Kimber Gabryszak indicated that where they will be coming back with Community Plans soon, taking out single-family as a restriction is an option, as long as there is flexibly built in so that if council decides it's a good idea later it is not completely precluded.

Councilman McOmber can see where Councilwoman Call thinks the flexibility is already there, he thinks for him to make sure it's clear he would like to make it known that any of the higher densities would only be

54 allowed on the west side. He thinks it would give an extra level of transparency and give the current
55 residents peace of mind and give the developer the flexibility he needs.

56 Kevin Thurman did want to have that specific direction from the Council where they want that multi-family
57 housing.

58 Councilman McOmber feels it they won't need them on the east side and it would alleviate the worry from
59 Harvest Hills Residents if they leave it all on the west side.

60 Nate Shipp noted in the request for the additional acreage in the South West area they have also increased the
61 open space required in the area. They haven't done anything to increase the number of units there, but
62 because they are doing a new layout he did not have that finalized tonight, and they included the acreage
63 of open space in the bubble for flexibly.

64 Councilman McOmber thought that made sense. He likes that the area is a larger space so that the density
65 won't seem as tight.

66 Kevin Thurman wanted to note some red line items that needed to be looked at and reviewed those items
67 with the Council. First Whereas, remove "Notwithstanding what is shown on the attached Master Plan;"
68 has been removed. The next Whereas "entire project" has been replaced with "Residential Property."
69 Second to last Whereas on the page "notwithstanding what is reflected on the attached Master Plan," has
70 been removed. Term 2 the same has been removed and 3rd paragraph under Terms he added a clause for
71 commercial zone.

72 Councilwoman Call had a few additional changes she thought needed to be made and reviewed those with
73 Council. She wanted to include on page 2 paragraph 3 the "Residential Property."

74 Councilman Willden is supportive of Councilman McOmber's comments. He supports putting in "Primarily
75 Single Family." He is not overly comfortable with eliminating all restrictions; he would rather not leave
76 everything 100% flexible.

77 Councilwoman Baertsch thanked them for addressing the 61 acres in the South West space. She would like
78 to leave only single family on the east side, and all the higher density on the west side.

79 Councilwoman Call asked if she would be ok with some being on the east side near the Corridor.

80 Councilwoman Baertsch was ok with them being all on the west side only.

81 Councilwoman Call was concerned where they wanted smaller lots near the corridor; she wanted to make
82 sure we weren't tying our hands on the flexibility. They could have some great products with mansion-
83 style units for instance.

84 Councilwoman Baertsch would prefer to keep it simple to say only single family on the east side. Single
85 family lots didn't necessarily need to be ¼ acre lots. She wondered where the agreement with UDOT
86 was.

87 Nate Shipp replied that it is getting closer. This is a good first step but it won't cross the finish line.

88 Councilman McOmber thought maybe we needed to schedule another meeting on the 10th in case it was
89 needed.

90 Councilwoman Baertsch noted a road change on the new map and wondered if we were approving this map
91 also tonight?

92 Kimber Gabryszak noted it was just illustrative.

93 Kevin Thurman noted that the agreement referred only to densities and approved uses.

94 Councilwoman Baertsch wanted to make sure the road shown to the southwest connection was tying into the
95 road to Mt. Saratoga.

96 Nate Shipp noted that it met with the City's Master Plan.

97 Kevin Thurman noted that with any agreement the exhibit isn't going to take place of the agreement. He
98 would like to add a paragraph that this isn't bound to this exact plan. He doesn't believe the developer
99 would want to be bound to that.

100 Councilwoman Baertsch thought we could remove the lines and say it's just residential, not specific single-
101 family lots.

102 Kimber Gabryszak went over the changes. 442 multi-family units on 61 acres on the SW corner . . . 1026
103 single-family, and they added "and multi-family lots on the remainder of the residential portions of the
104 project with all property to the east of the Mountain View Corridor restricted to single-family."
105

06 **Motion made by Councilwoman Baertsch that we approve the Master Plan and Density Approval**
07 **located approximately 1 mile west of Redwood Road on SR 73 and west of Harvest Hills, WFR 3,**
08 **LLC, Tanuki Investments, LLC, and Collins Brothers Land Development, LLC, applicants, and**
09 **ask that we make the redline changes that Kevin Thurman made that we all approved and the**
10 **changes Kimber Gabryszak made that we approved; and including that on the map that the**
11 **Single-family residential labels be changed to just Residential labels to allow for the multi-family**
12 **possibilities on the west side of Mountain View Corridor. Second from Councilman McOmber.**
13 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call.**
14 **Motion passed unanimously.**
15

16 Councilman Mcomber was excused at this time.

17
18 **3. Consideration and possible approval of the reimbursement to Utah Department of Transportation /**
19 **Utah Division of Facilities Construction and Management for the upsizing of a culinary water line**
20 **near SR-73 and 800 West.**

21 Mark Christensen noted that we can piggyback on the UDOT project, they are asking for a letter of
22 participation. This will allow for upsizing a culinary waterline.
23

24 **Motion made by Councilwoman Baertsch to approve the reimbursement agreement to Utah**
25 **Department of Transportation / Utah Division of Facilities Construction and Management for the**
26 **upsizing of a culinary water line near SR-73 and 800 West in the amount of \$123,650. Seconded by**
27 **Councilwoman Call. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call.**
28 **Motion passed unanimously.**
29

30 **4. Discussion of Shay Park.**

31 Councilwoman Baertsch introduced Mike Hansen and noted that while they were looking at playground
32 equipment Mike was brought in and they discussed some new possibilities like a ride on train. The Utah
33 Live Steamers Club would have volunteers to run the train on Saturdays. They wanted a quick thumbs up
34 or down if it was a possibility. They also would have the opportunity to bring in museum pieces
35 eventually. They think they can still use the Shay name even though the trains didn't run there, but were
36 they were carried on the rail out to Tintic area. They had a small model of the rail the train would run on,
37 7 ½ inches between rails.

38 Mike Hansen noted this was a common size rails that was present at other parks. He worked at Heber valley
39 railroad for 20 years and has several certifications. He proposed the possibly to add this train to the park
40 committee. They had proposed areas noted on the map.

41 Councilwoman Baertsch noted this was all preliminary; Mike will get us some more numbers and estimates
42 so we can have a more exact knowledge of what may be needed. They have some different options as to
43 where the rails could run in the park.

44 Mayor Miller thought it would be good to pursue and wondered at the liability.

45 Councilwoman Baertsch noted the club would hold liability insurance for the train.

46 Mike Hansen noted that the insurance is available through the National Model Railroad Association. It runs
47 them from \$200-300 a year and he believes it would be a million per occurrence.

48 Mark Christensen had a quick observation that they may want to keep the rails as far as possible from play
49 areas like soccer fields so they wouldn't have tripping. These would be details that could be worked out
50 later.

51 Mayor Miller thought we should pursue the possibility.

52 Councilwoman Call thought we had good opinions on the parks committee and she says run with it.

53 Councilwoman Baertsch was a definite go on it.

54 Councilman Willden abstained from comments at this time.

55
56 **5. Motion to enter into closed session** for the purchase, exchange, or lease of property, pending or reasonably
57 imminent litigation, the character, professional competence, or physical or mental health of an individual
58 and/or deployment of security personnel, devices, and systems.

**MASTER DEVELOPMENT AGREEMENT
FOR WILDFLOWER**

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on February __, 2015, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation (“City”) and Sunrise 3, LLC, a Utah limited liability company, WFR 3, LLC, a Utah limited liability company, and Tanuki Investments, LLC, a Utah limited liability company (collectively “Developer”). The City and Developer are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (referred to herein as either the “Residential Property” or the “Property”), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Residential Property is currently zoned Low Density Residential (R-3), and furthermore, property adjacent to the Residential Property owned by Collins Brothers Land Development, LLC (“Collins”) is zoned as Regional Commercial (RC) (the “Commercial Property”). Developer wishes to develop the residential portion of the project known as “Wildflower”, which will be vested with residential density totaling 1,468 single family and multi-family homes on approximately 595 acres (the “Project”); and

WHEREAS, Collins anticipates developing the Commercial Property and commercial uses on approximately 205 acres. Although the Commercial Property is included as part of the Wildflower development project and is subject to zoning change referred to herein, Collins, as owner of the Commercial Property, is excluded from this Agreement, and the rights, covenants and obligations set forth in this Agreement relate solely to the Residential Property; and

WHEREAS, 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 PC zone, as provided in Title 19 of the City Code, as amended (the “Zoning Request”) and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

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

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

WHEREAS, on November 13, 2014 and on February 12, 2015, after a duly noticed public hearing, the City’s Planning Commission recommended approval of Developer’s Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, 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 C; and

WHEREAS, on February __, 2015, the Saratoga Springs City Council (“City Council”), approved Developer’s Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit D; and

WHEREAS, the Community Plan, attached as Exhibit B, among other things, identifies land uses, number of entitled dwelling units, 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 City ordinances, regulations, and standards (collectively “City regulations”), 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”). Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder’s Office.
2. Affected Property. The Property Ownership Map, Vicinity Map, and Legal Descriptions for the Property are attached as Exhibit A. This Agreement shall be recorded against the Property as provided in Section 33.b. 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. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.

3. Zone Classification and Permitted Uses. The zoning classification on the Property shall be the Planned Community Zone (“PC Zone”). Except as otherwise provided in Section 5 herein, the City shall not unilaterally change the zoning designation on the Property during the term of this Agreement or any extension. Permitted uses and allowed conditional uses in these zoning designations shall be governed by the Community Plan and any approved Village Plan(s). If the issue relating to permitted uses and allowed conditional uses is not addressed by the Community Plan or an approved Village Plan, then, by default, the permitted use and conditional use issue shall be determined by the provisions of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. Attached hereto as Exhibit "H" is a copy of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 as constituted on the Effective Date of this Agreement shall take precedence. In the event of a conflict between this Agreement, Chapter 19.26, the Community Plan, or any Village Plan(s) submitted pursuant to paragraph 18 of this Agreement or Chapter 19.26 of the City Code, the provisions in this Agreement, the Community Plan and the approved Village Plans shall take precedence. If Chapter 19.26 of the City Code is amended in the future in a manner deemed by Developer and the City staff (or by the applicable land use authority of the City) to be favorable to the Project or non-substantive as to permitted or conditional uses, Developer and the City can mutually agree (with such agreement not to be unreasonably withheld) to comply with the future amendment, as opposed to the version of the Code as constituted on the Effective Date of this Agreement, without the need to amend this Agreement.
4. Additional Code Provisions. The development and use of the Property shall be governed by the Community Plan and the approved Village Plans. Except as provided in Section 3, if an issue is not addressed by the Community Plan or an approved Village Plan, the provisions of Title 19 of the City Code in effect on the date a complete preliminary plat application is filed and all applicable application fees are paid shall be applicable, but only to the extent they are not inconsistent with this Agreement, the Community Plan, or the approved Village Plan(s). Except as provided in Section 3, 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 at the time of preliminary plat application so long as they are not inconsistent with this Agreement, the Community Plan or the approved Village Plan(s). In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 shall take precedence. In the event of a conflict between Chapter 19.26, the Community Plan, a Village Plan(s), or this Agreement, the provisions of the Community Plan and approved Village Plan(s) shall take precedence.

5. Reserved Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's vested rights as set forth herein, including but not limited to rights relating to densities, land uses, and other development standards approved herein and in the Community Plan, 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 (including but not limited to Utah Code Ann. § 10-9a-509 (2014)). The parties intend that the rights granted to Developer under this Agreement are contractual and also rights that exist under statute, common law and at equity. Any proposed change meeting the compelling, countervailing public interest exception to the vested rights doctrine which affect Developer's vested 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 Property.
6. Rights and Obligations under Master Development Agreement. Subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the Project in accordance with this Agreement and the Community Plan, approved Village Plan(s), and Chapter 19.26 of the Land Development Code. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in any Village Plan submitted pursuant to Chapter 19.26 and Section 18 below 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 is expressly subject to and based upon strict compliance with and performance by Developer of all of the terms, conditions, and obligations of Developer under the Community Plan and approved Village Plan(s) submitted in accordance with Section 18 below, Chapter 19.26 of the Land Development Code, this Agreement, and the Exhibits attached to this Agreement.
7. Densities and Approved Uses.
 - a. The Property identified for residential development in the Community Plan shall be entitled to a maximum of 1,468 equivalent residential dwelling units (ERUs). Accordingly, the City's execution of this Agreement constitutes approval required to vest the Project with the right to develop the vested densities set forth herein and in the Community Plan. Developer shall have the right to transfer density within the Project in accordance with the terms of the Community Plan.
 - b. The Village Plans submitted for the residential portion of the Community Plan

pursuant to paragraph 18 herein shall not collectively exceed 1,468 ERUs, with 1 ERU equal to one residential dwelling unit. ERUs shall have that definition as found in the City Code, as amended, or other applicable City regulation.

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 ordinances, resolutions, and standards (hereinafter “City regulations”) in effect at the time of plat recordation of each phase. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, that has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or that does not meet City regulations.
- b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer’ Property in accordance with the City regulations and this Agreement. The anticipated water system improvements required for the development of the project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City’s best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable), but may be adusted in accordance with current City regulations and this Agreement. .
- c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Water, and Roads.

- a. At the time of plat recordation for each phase, 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 the portion of the property depicted on the plat in accordance with the City regulations and this Agreement. The anticipated sewer, storm water, and road improvements required for the development of the Project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City's and Developer's best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable) but may be adjusted in accordance with City regulations and this Agreement. Without limiting the generality of the foregoing, the City and Developer acknowledge the anticipated challenge of designing and constructing a sewer system to service the portion of the Project located on the northwest side of the future Mountain View Corridor, in light of the anticipated construction by UDOT of such Corridor, and accordingly, City and Developer agree to use reasonable and good faith efforts to design and approve such future system, including but not limited to, by considering various design alternatives (including without limitation, a sewer lift station) which are both feasible to the Developer and reasonably acceptable to the City.

- b. Storm water runoff for each plat must be detained and treated to meet City, State, and Federal codes and regulations. Developer is responsible for complying with UPDES and NPDES requirements during and after construction and shall obtain an NOI permit prior to commencing any construction activities. Natural drainages shall be left unimproved except as otherwise approved in the Community Plan, Village Plan(s), and the City Engineer based on City regulations. No lot boundary shall contain any portion of land that is at or below the 100-year storm event high water elevation or is within the 100-year floodplain as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway.
- c. Except for the roads identified as private roads on the plat(s), if any, all other roadways within the Property shall be public roadways, which shall be constructed in accordance with the Community Plan, approved Village Plans, approved subdivision plats, and approved construction drawings. The location and cross-sections of all roadways, sidewalks, and trails shall comply with the design standards outlined in the City's Standard Technical Specifications and Drawings Manual, the City's Transportation Master Plan, and the City's Parks, Trails, Recreation, and Open Space Master Plan. The City specifically agrees that with respect to all shared driveways planned for various portions of the Project, such shared driveways may be designed and constructed by Developer as set forth

in the Community Plan, provided that (1) shared driveways shall be a minimum of twenty six (26) feet in width and shall direct all runoff to a public or private drainage system, (2) all dwellings on shared driveways shall provide enclosed garages or other covered parking, (3) shared driveways accessing more than four (4) dwellings shall also provide a minimum of twenty (20) feet of parking space between the garage and shared driveway, and (5) all requirements of the Fire Code shall also be met.

- d. City and Developer agree that no so-called billboard signage shall be permitted to be installed along the portion of the Mountain View Corridor anticipated to be constructed upon the Property (as reflected in the Community Plan) without the City's express approval.
- e. City shall provide all public services to the Property (including, without limitation, sewer service, storm drain, road maintenance, snow removal, garbage removal etc.) and maintain the related improvements, including roads, that are specifically 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 the standards set forth in the City's Standard Technical Specifications and Drawings Manual effective as of the date of recordation of an individual plat.

10. Parks, Trails, and Open Space Improvements.

- a. Per the requirements of the Community Plan and any Village Plan submitted pursuant to paragraph 18 below or Chapter 19.26, Developer shall be responsible to develop and, in some cases, dedicate to public use certain parks, trails, and open space in an amount and in the location as specified in the Community Plan and any subsequent Village Plans. Subsequent Village Plans shall be consistent with the Community Plan. Notwithstanding the foregoing, the level of improvements for such parks, trails and open space as set forth in the Community Plan is conceptual in nature, and shall not be interpreted to require Developer to provide a level of park improvements higher than what is required by Chapter 19.26 of the City Code in effect as of the date of a preliminary plat application.
- b. Subsequent Village Plans shall specify maintenance obligations of the parks, trails, and open space. For open space that City is not specifically required to maintain per the applicable Village Plan, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities of such parks, trails, and open space, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the parks, trails, and open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance until assumption by a homeowners association.

11. Public Use of Trails. As set forth in the approved Community Plan, some of the required

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trails are intended to be accessed by the public but installed by Developer and maintained by and dedicated to a homeowners association. For these improvements, Developer will be required to grant public access easements. With respect to the private trail systems and other private areas that are not shown as “public” or as “public access easements” on the approved Community Plan, Developer will not be required to grant public access easements. The City will be required to maintain the improvements and areas shown in the approved Community Plan to be maintained by the City (or approved by the City in the future to be maintained by the City, if any) upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations.

12. Street Lighting SID. At the time of plat recordation for each phase, the applicable 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 responsible for the installation of street lights but is responsible for the maintenance of all streetlights built in accordance with City standards. 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. The City shall not refuse to accept dedication of the street lighting improvements so long as they are constructed and installed in accordance with current City standards and the Property is included in the SID.
13. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required—in accordance with Section 19.26 of the City Code—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; provided, however, that the bonding requirements set forth in the City Code, as applied to the Project, shall be subject to Chapter 10-9a of the Utah Code, as the same may be amended from time to time. Each bond shall be posted prior to or concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies. Performance bonds shall be limited to 100% of the cost reasonably estimated by the City engineer of the specific improvement to which the bond relates.
14. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be determined at the time of plat recordation for each phase in accordance with City regulations.
15. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City (subject to Section 21 below) all land, rights of way, easements, and

improvements for the public facilities and improvements required to be installed by Developer pursuant to the Community Plan, Village Plan(s), and 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. 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 by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.
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. Community Plan Approval. Developer has submitted the Wildflower Community Plan. The Planning Commission has reviewed the Community Plan, held a public hearing, and submitted a recommendation to the City Council. The City Council has approved the Community Plan and finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as

Exhibit C; the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit D; and in the Report of Action and staff reports collectively attached hereto as Exhibit E. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits C, D and E.

19. Village Plan Approval. Pursuant to Chapter 19.26 of the Land Development Code, Developer shall be required to submit Village Plan(s) regarding development of the Property to be approved by the City Council after a recommendation from the Planning Commission. The City Council shall determine whether each Village Plan: (a) is consistent with the adopted Community Plan; (b) does not exceed the total number of equivalent residential units dictated in the adopted Community Plan; (c) for an individual plat, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan; (d) is consistent with the utility, infrastructure, and circulation plans of the Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts; (e) properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; (f) contains the required elements as dictated in Chapter 19.26; and (g) contains the required application materials in Chapter 19.26. If the Village Plan meets these standards and the requirements in this Agreement, it shall be approved. Each Village Plan shall be recorded against the portion of the Property so affected.
20. Plat, Site Plan, or Development Plan Approval. Upon approval of a Village Plan and once the Developer is ready to proceed with preliminary plat or site plan submittal and approval for the subject phase/plat, Developer shall submit preliminary plat or site plan applications for portions of the Property covered by a Village Plan. Such applications shall include project plans and specifications (including site and building design plans) (referred to in this Section 20 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 and contain the items required by the Land Development Code, to enable City to ascertain whether the project will be consistent with the Community Plan and applicable Village Plan(s) 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 and site plan approval process as set forth in adopted staff reports and official written minutes;
 - iv. comply with all City codes, ordinances, regulations, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s); and
 - v. comply with the Community Plan, and this Agreement including exhibits.

- b. Developer shall:
- i. comply with the Community Plan, Village Plan(s), this Agreement including exhibits, and any conditions of approval set forth in Exhibits C, D, and E;
 - ii. comply with all City codes, ordinances, regulations, specifications, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s);
 - iii. record Covenants, Conditions, and Restrictions that substantially meet the requirements in Exhibit G;
 - iv. provide other information as City may reasonably request; and
 - v. 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; Conditions of Plat Approval. The City shall approve the Plans and Plats if such meet the standards and requirements enumerated herein and if, as determined by City, the Plans and Plats are consistent with the Community Plan and applicable Village Plan(s) and conform with City regulations. With respect to open space requirements, each plat/phase shall be approved so long as it conforms with the overall open space requirements of the Community Plan and Village Plan(s) and City regulations. Developer shall be required to proceed through the approval process as required 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. Notwithstanding anything to the contrary herein, Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel) during the course of grading, excavation, and other ordinary and customary development processes for the Property, subject to the City's applicable regulations including excavation, grading, and stormwater regulations and permitting requirements. Such natural materials may be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property if such materials meet City regulations pertaining to the use for such purposes. These materials may also be sold and/or hauled off-site for commercial uses in locations outside the Project, provided that Developer (1) furnishes to the City plans for such operation which are reasonably acceptable to the City staff, including but not limited to, a traffic plan and a grading plan (consistent with the grading plan set forth in the Community Plan), and (2) complies with such approved plans in its

extraction, processing and hauling activities. Further, the Developer must obtain all applicable excavation, grading, and storm water permits and comply with other applicable City regulations. The zoning for the Project shall not be construed to limit or restrict any such temporary development-related extraction, processing and hauling activities. Subject to the foregoing, Developer shall not commence construction of any project improvement on the Property with respect to a particular phase 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 the approved Village Plans and City regulations. Without limiting the generality of the foregoing, City acknowledges that Developer (and/or its successors and assigns) will develop the Property in phases. The parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors, which factors shall be determined by Developer in its reasonable business judgment.

- f. Changes to Project. Any amendments or modifications to the approved Community Plan or Village Plan(s) shall comply with the amendment process set forth in the Planned Community Zoning ordinance (see, e.g., Section 19.26.09(2) of the Land Development Code). To the extent Developer seeks to modify the Plans, and such modification does not require an amendment to the Village Plan, the following standards shall apply: 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 may determine 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; or (ii) substantially changes the exterior appearance of the project; or (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimis; or (iv) increases the density as specified in the Community Plan; or (v) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics; or (vi) violates City regulations. Modifications to the Plans which do not constitute material modifications may be made without the consent of the City Council. The decision of whether a modification to the Plans is "material" shall be made by the City's Planning Director (with the input of City staff). In the event of a dispute between Developer and City as to whether a proposed modification is "material," no modification shall be made without

express City approval. Modifications shall be approved by City staff if such proposed modifications are consistent with the 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.

21. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures applicable to the City's Land Development Code, Community Plan, Village Plan(s), and City regulations.
22. Public Improvements; Proportionality Assessments. Notwithstanding anything contained in this Agreement to the contrary, for the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:
 - a. All on-site utilities and improvements that are not "system improvements" will be paid for by Developer without any rights of reimbursement. For purposes of this Agreement, the term "system improvements" shall mean and include improvements that are the subject of an impact fee facility plan, and any other improvement that is designed to provide service or capacity in excess of the minimum requirements necessary for this Project (i.e., designed to provide service or capacity to more than just this Project).
 - b. To the extent the City requires Developer to construct any system improvements (such as, without limitation, culinary waterlines, roads, sewer lines, and storm drainage improvements with capacity in excess of what is required to provide service to the Property), the City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Property) in accordance with applicable State law. Developer shall reasonably mitigate the impacts of its development activities in accordance with the applicable standards of State law.
 - c. Prior to the construction of any system improvements, Developer and City shall enter into a reimbursement agreement addressing the amount, method, and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate such system improvements as part of a funding plan if the improvements are not already the subject of the City's IFFPs. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system improvements without a mutually-

acceptable reimbursement agreement in place for such system improvements or mutually-acceptable impact fee credits. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.

The provisions of this Section 21 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. The provisions of this Section 21 shall be administered and implemented by the City's staff with input and approval from the City engineer, the City attorney, and the City manager. The determinations of the size and design of improvements to be constructed, cost-sharing, or reimbursement for the same, and applicability of the standards described in this Section 21 shall be made on a phase-by-phase basis at the time of plat approval.

23. Termination of Agreement. The term of this Agreement shall commence on the Effective date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions 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 be automatically extended for two additional periods of five (5) years each, so long as there are no existing defaults or breaches of this Agreement when the initial 10-year period (or first 5 year extension term, as applicable) expires. When public improvements have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements. The City and Developer may, but shall not be obligated to, execute a "Notice of Termination" to be recorded against such portion of the Property to which this Agreement no longer applies.

Furthermore, and notwithstanding anything to the contrary herein, this Agreement will terminate, and all rights associated with it, at the option of either the Developer or City, by providing written notice to the other parties, if the Developer is not able to complete the conveyance to UDOT of the portion of the Property identified in the Community Plan as the future Mountain View Corridor right of way property. In the event this Agreement is terminated pursuant to the preceding sentence, the Residential Property shall automatically revert to the R-3 zone.

24. Successors and Assigns.
- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. 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 Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property as more fully set forth below in subsection 33.t.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 24.a., a transfer by 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.

25. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions the Developer or City, as applicable, shall be in default (“Default”) under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement or exhibits is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied 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 within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 25.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

In the event that the existence of a Default is disputed, upon receipt of the written notice described in the previous paragraph, the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Section 32(a) below. In addition, if the claimed Default is subject to arbitration as provided in Section 32(b) below, then the parties shall follow such processes.

- 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 25.a. and 24.b. above, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following: (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. 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.

- 26. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done 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 regulations.

27. Creation of Wildflower Local District. Developer may request that City facilitate the creation of a local district relating to the Property (the “Wildflower Local District”). The Wildflower Local District, if created, is anticipated to be comprised of the Property and shall be created for the purpose of financing and construction of at least one (1) and up to four (4) services (to be determined by the Developer and the City), as permitted under Section 17B-1-202 of the Local District Act. The Wildflower Local District may finance, construct, dedicate, and convey to the City certain of the Public Infrastructure and Improvements required for the development of the Project. It is contemplated that all of the Public Infrastructure and Improvements financed and constructed by the Wildflower Local District shall be dedicated to the City, free and clear of all liens and encumbrances, and that the Developer may be granted Impact Fee credits, waivers, reimbursements, and so forth in consideration of its obligations to the Wildflower Local District. In its legislative discretion, the City Council may approve the creation of such Wildflower Local District so long as the District generates fees sufficient to cover all administrative costs incurred by the City.
28. Agricultural and Agricultural Related Uses of Property. Notwithstanding anything herein to the contrary, including the zoning and use provisions referred to herein and in the Community Plan, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Developer, and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property.
29. Entire Agreement. Except for the Ordinances and Community Plan, 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.
30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- a. Exhibit A Property Description
 - b. Exhibit B Community Plan
 - c. Exhibit C Planning Commission Written

Minutes with Adopted Findings and Conditions

- d. Exhibit D City Council Written Minutes with Adopted Findings and Conditions
 - e. Exhibit E Report of Action (with Staff Reports)
 - f. Exhibit F Design Guidelines
 - g. Exhibit G Covenants, Conditions, and Restrictions
 - h. Exhibit H Chapter 19.26
31. Federal and State Requirements. The Property may be located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developer and state/federal entities. Development of the property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.
32. Dispute Resolution.
- a. Mediation of Development Application Denials.
 - i. Meet and Confer Regarding Development Application Denials. The City and Developer (or other party submitting a Development Application, as applicable, “Applicant”) shall meet within fifteen (15) business days of denial of any application to the City for development of a portion of the Project (including a subdivision, building permit, or any other permit, certificate or other authorization from the City required for development of the Project) (collectively, a “Development Application”) to review the issues specified in the denial of a Development Application.
 - i. Issues Subject to Mediation. Issues resulting from a denial by the City of any Development Application that are not subject to arbitration provided in Section 32(b) below shall be mediated.
 - ii. Mediation Process. If the City and Developer (or other Applicant) are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator

shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

b. Arbitration of Development Application Objections.

- i. Issues Subject to Arbitration. Issues regarding the City's denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.
- ii. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 32(a) above.
- iii. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

33. 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 or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that

this Agreement is recorded and shall not hold the City liable for failure to record.

- c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- 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 violates 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 are appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.
- 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.

remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to Developer's activities connected with the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage caused by Developer. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.
- o. Limitation on Damages. Any breach of this Agreement by the City or the Developer shall not give rise to monetary damages against the other party, but shall be enforceable only by resort to an action for specific performance.
- p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- q. Annual Review. City may review progress pursuant to this Agreement at least

once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer (or any one of them) to be in Default as provided in section 25 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

- r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.
- s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all rights, title, and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.
- u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.

[Remainder of Page Intentionally Left Blank.]

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.

CITY:

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

City Recorder By: _____
Jim Miller, Mayor

DEVELOPER:

Sunrise 3, LLC WFR 3, LLC
By: Sunrise 3 Managers, LLC, its Manager By: Sunrise 3 Managers, LLC, its Manager

By: _____ By: _____
Nathan Shipp, Manager Nathan Shipp, Manager

Tanuki Investments, LLC

By: _____
Name: _____
Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of Sunrise 3, LLC.

Notary Public

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of WFR 3, LLC.

Notary Public

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by _____, as _____ of Tanuki Investments, LLC.

Notary Public

DRAFT

Exhibit Summary

- a. Exhibit A Property Description
- b. Exhibit B Community Plan
- c. Exhibit C Planning Commission Written
Minutes with Adopted Findings and Conditions
- d. Exhibit D City Council Written Minutes
with Adopted Findings and Conditions
- e. Exhibit E Report of Action (with Staff Reports)
- f. Exhibit F Design Guidelines
- g. Exhibit G Covenants, Conditions, and Restrictions
- h. Exhibit H Chapter 19.26 of the City Code

EXHIBIT A
Property Description

DRAFT

EXHIBIT B
Community Plan

Page 28
Wildflower Master Development Agreement

EXHIBIT C
Planning Commission
Written Minutes with Adopted Findings and Conditions

DRAFT

EXHIBIT D
City Council Written Minutes with Adopted Findings and Conditions

Page 30
Wildflower Master Development Agreement

EXHIBIT E
Report of Action (with Staff Reports)

DRAFT

EXHIBIT F
Design Guidelines

The Wildflower Community Plan contains general architectural and design standards, and the Village Plans contain specific unit styles with additional requirements in order to implement the standards of the Community Plan. All homes shall be subject to the design standards and guidelines outlined in the Community Plan and approved Village Plan(s).

Compliance with these standards will be verified by the Planning Department and in accordance with the Community Plan prior to issuance of a building permit. With respect to single family (including cluster) lots, the Planning Department shall accept as proof of meeting the design guidelines a letter from the Wildflower Design Review Committee (“WDRC”) indicating compliance, absent a determination in the reasonable opinion of the City Planning Department that the WDRC repeatedly and willfully disregards such design guidelines.

Exhibit G
Covenants, Conditions, and Restrictions

Concurrent with plat recordation or issuance of any building permit, covenants, conditions, and restrictions (“CCRs”) shall be recorded for the project which shall run with the land, unless such CCRs have already been recorded and meet the requirements of this exhibit. 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:

- A. establish a property owners association for the project;
- B. require the property owners associations to manage privately owned common areas within the project, including the collection of necessary management fees;
- C. 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;
- D. 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 the City Code;
- E. 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;
- F. require adoption of an enforcement policy that:
 - i. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and
 - ii. has penalties for non-compliance; and
- G. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City.

The special conditions set forth in this exhibit shall run with the land and shall survive the within Master Development Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may mutually elect to modify or remove the foregoing conditions on the Property. Modification or removal of any condition herein 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.

Conditions C, D, and E above shall be included on each recorded plat for Property, including but not limited to any condominium plat, if requested to by the City.

Exhibit H
Chapter 19.26 of the City Code

DRAFT

Page 35
Wildflower Master Development Agreement



February 11, 2015

Via E-mail

City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
Attn: Kevin Thurman, City Attorney
Attn: Kimber Gabryszak, Planning Commission

Re Public Hearing and Possible Recommendation for the Master Development Agreement for The Springs located west of Wildflower and Harvest Hills, south of Camp Williams (“The Springs Development”), Western States Ventures, applicant.

Public Hearing and Possible Recommendation: Master Development Agreement for Wildflower located at approximately 1 mile west of Redwood Road on SR 73 and West of Harvest Hills (the “Wildfire Development”), DAI/Nathan Shipp, applicant.

Dear Mr. Thurman and Ms. Gabryszak:

This Firm represents Western States Ventures, LLC (“Western States”), in the matters which follow. It is our understanding that the Saratoga Springs Planning Commission will be considering the application of the Wildfire Development at its Planning Commission meeting on February 12, 2015. Western States would like to express its general support of the Wildfire Development and this letter is not intended to serve as an obstruction to the approval of the Wildfire Development. However, my client would like to point out that there remain several items that need to be considered and addressed by the City prior to approval, and my client requests that certain conditions be imposed and such items resolved prior to approval of the Wildfire Development as more particularly set forth below.

First, to our knowledge, the current plan for the Wildfire Development fails to provide adequate road and utility access to my client’s property, The Springs Development, located adjacent to the Wildfire Development. Pursuant to the terms of that certain Pre-Annexation and Development Agreement between the City and my client dated December 9, 2014, the City agreed to work cooperatively and as quickly as possible to provide, among other things, for the vested rights of Western States to develop The Springs Development according to an approved Master Plan work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project including addressing the issues of public

February 11, 2015
Page 2

infrastructure and access in accordance with Saratoga Springs policies and practices. In furtherance thereof, it is not in the interest of the City or of my client to approve a development plan that does not adequately address the access and infrastructure issues relative to The Springs Development. The current Wildfire Development plan would essentially land-lock The Springs Development. Accordingly, my client requests that providing such access and infrastructure should be a condition to approving the Wildfire Development.

Secondly, my client currently owns a 50' strip of fee title ownership across and over the Wildfire Development. It is our understanding that the current plan for the Wildfire Development does not address this property. Accordingly, as a condition to approval of the Wildfire Development, my client requests that the City not approve any development located over such property owned by Western States until such time as the parties can come to agreement with respect thereto.

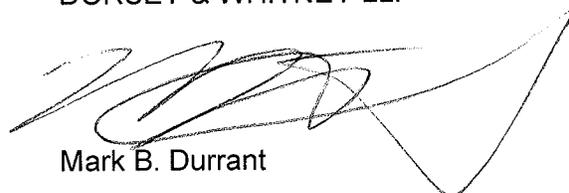
Finally, it is our understanding that the current plan for the Wildfire Development identifies an access road on the northern end of the development over property that is not owned by the developer of Wildfire. The owners of the adjacent property have not approved the alignment of this road and it is not in the preferred alignment or access at this time and is not in the best interest of the adjacent owners. Accordingly, it should be a condition to the City's approval of the Wildfire Development that the developer show the northern access in an alignment approved and agreed to by the affected property owners.

Once again, let me reiterate that Western States is generally in support of the proposed Wildfire Development. However, in order to protect both its property rights and future development of The Springs, as well as to insure the rights of other property adjacent owners are protected, we request that any approval of the Wildfire Development be subject to the above conditions and the resolution of such matters.

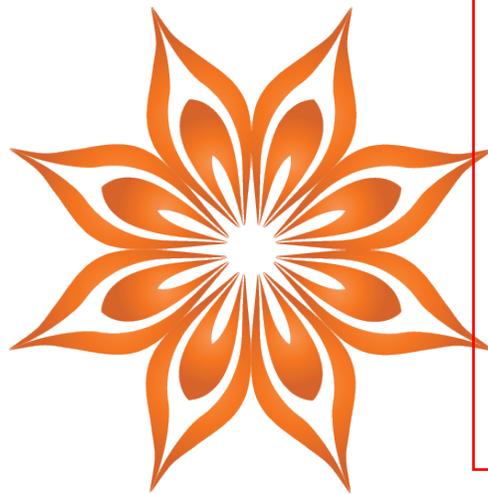
If you have any questions regarding this matter, please contact me.

Sincerely,

DORSEY & WHITNEY LLP



Mark B. Durrant



Staff note:
Application submitted 2/10/2015, review done 2/11/2015.
This review was done in a compressed time-frame due to submittal. This does not constitute the entirety of comments and concerns. Additional comments will be forthcoming.

WILDFLOWER

AT SARATOGA SPRINGS
COMMUNITY PLAN DRAFT

February 10, 2015





WILDFLOWER

AT SARATOGA SPRINGS

COMMUNITY PLAN

Prepared By:

DAI

Think Architecture

LEI

Hales Engineering



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

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Project Introduction

Wildflower is a 800 acre master planned community located in northern Saratoga Springs, Utah. The project will be developed in multiple phases and the build-out duration will depend on market demands and growth patterns in the area.

Remove commercial if not
subject to agmt

The intent of this project is to provide a high quality, value added selection of housing types to broaden the project's appeal to a wide range of potential buyers, varied price ranges and promote desirable market trends and amenities. The Community Plan and Development Agreement documents identify a variety of differing residential neighborhood areas which are distinguished from one another by unique project features. A wide selection of product designs and architectural treatments, project entrance features, unifying landscape design elements and standards, and pedestrian/bike linkages and accessibility to open space, trails and recreational amenities are envisioned.

is this verified yet?

One of the unique challenges of the Wildflower community is the location and inherent impacts associated with the future construction of the Mountain View Corridor. As seen in the attached exhibits, the 145 acre corridor bisects the total residential project area of 595 acres into two parcels - one parcel on each side of the corridor. The construction of the Mountain View Corridor will require extensive grading in and around the roadway. The impacts of this major road system bisecting the project, significantly limit the ability to create a sense of community and create many challenges to developing the property. Some of these challenges include increased difficulty in planning the various land uses, the need for walls and buffering/sound attenuation, difficulty in planning trail & pedestrian linkages and master-planning of utilities, etc.

As of the date of this Community Plan, UDOT and the Wildflower developer have not reached a definitive agreement (in lieu of condemnation) relating to the transfer of the contemplated Mountain View Corridor right of way land, identified in the exhibits. Accordingly, the final location of the Mountain View Corridor may change from the location identified in the exhibits to other portions of the property. Any change in location will not result in an increase or decrease in the amount of residential density identified in this Community Plan for the project, although the Neighborhood configuration would be expected to change.



Alignment is not at developer discretion

The Wildflower developer has worked extensively with UDOT to determine the location and alignment of the contemplated Mountain View Corridor (as identified in the exhibits), as well as agreeable terms pursuant to which a transfer (in lieu of condemnation) of the Mountain View Corridor right of way land would occur. The developer will continue to exercise its best efforts to reach a definitive agreement with UDOT with terms acceptable to the developer. It is understood that (1) ~~at the discretion of the developer,~~ the final location of the Mountain View Corridor may change from the location identified in the Exhibits to this Community Plan, to other portions of the property, and (2) UDOT may elect to terminate its interest in extending the Mountain View Corridor on any portion of the project. In either event, while the Neighborhood configuration would be expected to change, any change in location or termination of the MVC project will not result in an increase or decrease of the total residential density for the project of 1468 units (which total density is based on an average density of 2.46 units per acre for the entire Wildflower property, inclusive of the land currently planned for the future MVC right of way).



Wildflower Theme

no turf at all?

The Wildflower community will incorporate native wildflower seed mixes into the landscape areas of the parks, trails, entry features and other areas throughout the project. The community will include formal landscape treatments at the entry of each individual neighborhood area. Wildflower will be designed to create a sustainable, high-quality, engaging community with broad appeal to a wide range of buyers with varied tastes, price points and lifestyles, which will all enhance the value and desirability of the project over time.

Findings Statement

- a. Wildflower is consistent with goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection.
- b. Wildflower does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan. See page 21.
- c. Wildflower contains sufficient standards to guide the creation of innovative design that responds to unique conditions. The entire project caters to the Mountain View Corridor.
- d. Wildflower is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties.
- e. Wildflower includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation. See page 68.
- f. Wildflower is consistent with the guiding standards listed in Section 19.26.06. See pages 10, 20, 44 and 47.
- g. Wildflower contains the required elements as dictated in Section 19.26.07. See pages 10, 13, 15, 21, 45, 59, 69 to end of document.

Still TBD



Planned Community Zone

Subject is CP, not the zone.
Duplicative.

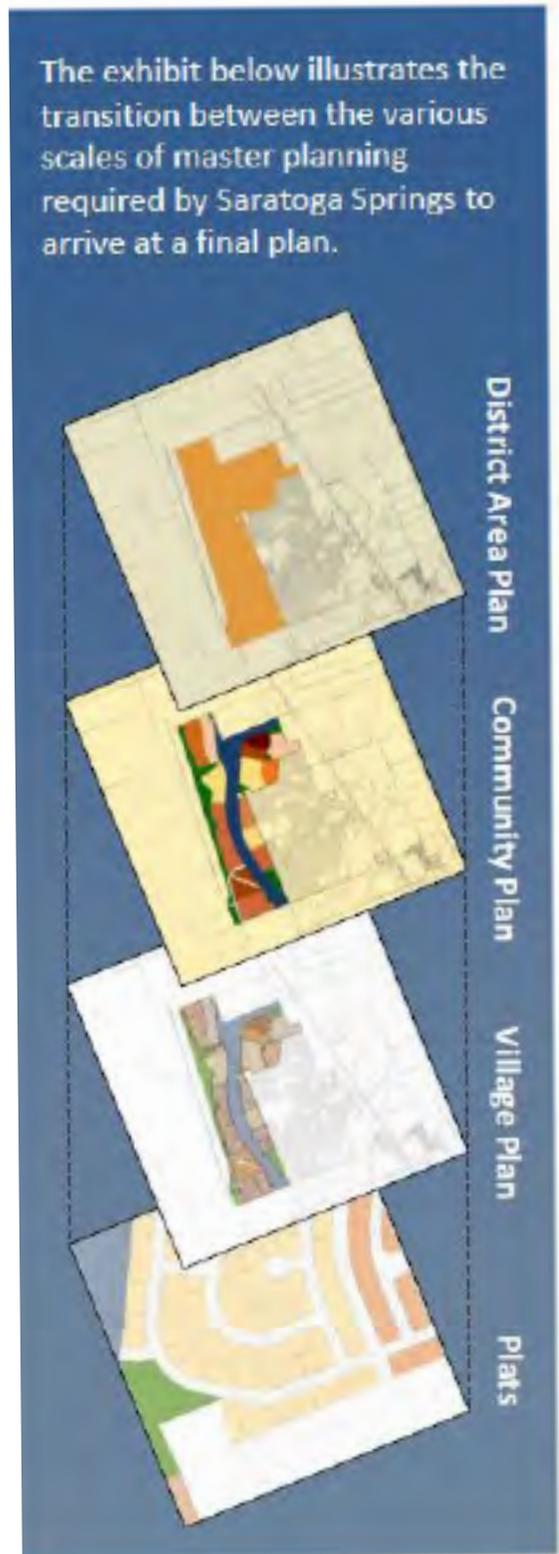
A Saratoga Springs City Project Community Plan is defined as a zoning-level document that contains regulations and guidelines that apply to a defined geographic area (as defined in Section 19.26.07 and 19.26.10). It is general and conceptual in nature and provides a community-wide level of detail with enough specificity to determine the size, scope, intensity, and character of the project and to guide the subsequent, more detailed Village Plans.

District Area Plan

The District Area Plan is not applicable to the Wildflower project as it does not meet the minimum acreage required in 19.26.13 of the Saratoga Springs Municipal Code.

Community Plan

The Wildflower Community Plan provides a structure for effective planning and design for each residential neighborhood. Each neighborhood will be linked to an extensive network of open space and pedestrian/ bike trails, which will access future commercial development. These trails may connect to the network of similar amenities located throughout the Saratoga Springs area while accommodating future growth along the Mountain View Corridor.



The Wildflower Community Plan addresses the following elements pertaining to the design concepts and overall development of the project:

- Community Plans are prepared by the landowner in consultation with the Planning Department and other affected municipal entities.
- Legal Description of Wildflower property and Vicinity Map. See pages 13 and 16.
- Use Map, which depicts the proposed character and use of all Wildflower property within the Planned Community District. See page 14.
- Build-out Allocation of all acreage within the Wildflower Planned Community District. These allocations are based on the City's measure of residential and commercial Equivalent Residential Units (ERU's). See page 21.
- Open Space Plan, which includes a trail network providing connectivity between differing residential and commercial areas. See page 48.
- Guiding Land Use and Design Principals, which describe the character and objectives of this Community Plan. See page 11. "principles" ←
- Description of current and future utility capacities required to serve the maximum build-out of the Community Plan. See pages 68 to end of document.
- Conceptual Plans including:
 - o Grading plan. See page 73.
 - o Open Space Management Plan. See page 47.
 - o Fire Protection Plan. See page 76.
 - o Elements that address existing physical characteristics of the site and how environmental issues will be protected. See page 74.
 - o Common area maintenance provisions and timely open space phase dedication. See page 47.
 - o Architectural Standards. See page 32-42.
- All exhibits illustrate the intended goals for the Wildflower Community Plan.



Village Plan

A Village Plan is defined as detailed plans for the development and implementation of an entire Community Plan or individual phases or sub-areas of a Community Plan. It contains a set of regulations that apply to a defined geographic area and combines specific development standards, design guidelines, infrastructure plans, a Master Development Agreement, and other elements as appropriate into a single document. Village Plans establish transect sub-district boundaries, minor thoroughfares and civic special districts.

- a. Village Plans are prepared by the landowner and/or their agents or designees in consultation with the Planning Department.
- b. Multiple Village Plans may be submitted concurrently.
- c. Each Village Plan may include one or multiple plats. The City Council has administrative approval authority over Village Plans after review and recommendation from the Planning Commission public hearing.
- d. Village Plans must be prepared in a manner consistent with a governing Community Plan.
- e. Village Plans are regulated by Section 19.26.10 of the Saratoga Springs Municipal Code.
- f. A Master Development Agreement must be approved with or prior to a Village Plan approval.

This is required
with Community
Plan, not Village

Preliminary and Final Plats

Preliminary and Final Plats pertain to individual lots and establish building placement, form, materials, sitework, landscaping and other elements required for permitting.

- a. This Chapter does not supersede building and life safety codes, adherence to which are also required for permitting.
- b. Preliminary and Final Plat are prepared by the landowner and/or their agents or designees.
- c. The City Council has administrative approval authority over Preliminary and Final Plats; Staff or Planning Commission approval is warranted if lawfully delegated.
- d. Each preliminary and Final Plat must be consistent with the approved Village Plan.
- e. Preliminary and Final Plats can be submitted simultaneously and run through the approval process concurrently.

but preliminary
approval must be
granted before
final.



Design Principles and Concepts

Wildflower provides a desirable community, in which residents will live, work and recreate.

The community offers a variety of residential housing types and provides for future commercial and mixed-residential development. In conjunction with the Community Plan document, the following guiding principles will be implemented throughout Wildflower:

what is this?

- **Transportation Plan and Streetscape:** Effective planning of street and pedestrian thoroughfares will reduce the duration and length of vehicle trips throughout the community. These thoroughfares will also provide appealing streetscapes, which incorporate attractive neighborhood entrance features and attractive open space landscaping. A variety of transportation systems are illustrated which include: vehicular systems, bicycle trail systems and pedestrian walks/trails and possible future bus routes.
- **Open Space:** Provide connectivity through neighborhoods with an integrated trail system and open space network. See Exhibit Four: Open Space on page 44.
- **Parks and Recreation:** Provide a network of parks and open space, which serve as desirable spaces for both youth and adult recreation.
- **Character:** Create a diverse yet harmonious variety of housing types, which accommodate a range of ages, lifestyles and income levels. Subtle variations in building materials, lot sizes and home square footages will provide unique character to each housing product type and establish individual neighborhood identities while maintaining an overall harmonious theme throughout the community. Creating a clear distinction between each neighborhood, yet maintaining a natural flow throughout the community will be established by effectively designing open space and trail networks as well as signage and landscape treatments.
- **The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community. Along with the Dark Sky Initiative, this project will conform to the Saratoga Springs Residential Street Light Details and chapter 19.11, Lighting of the Saratoga Springs Municipal Code.**



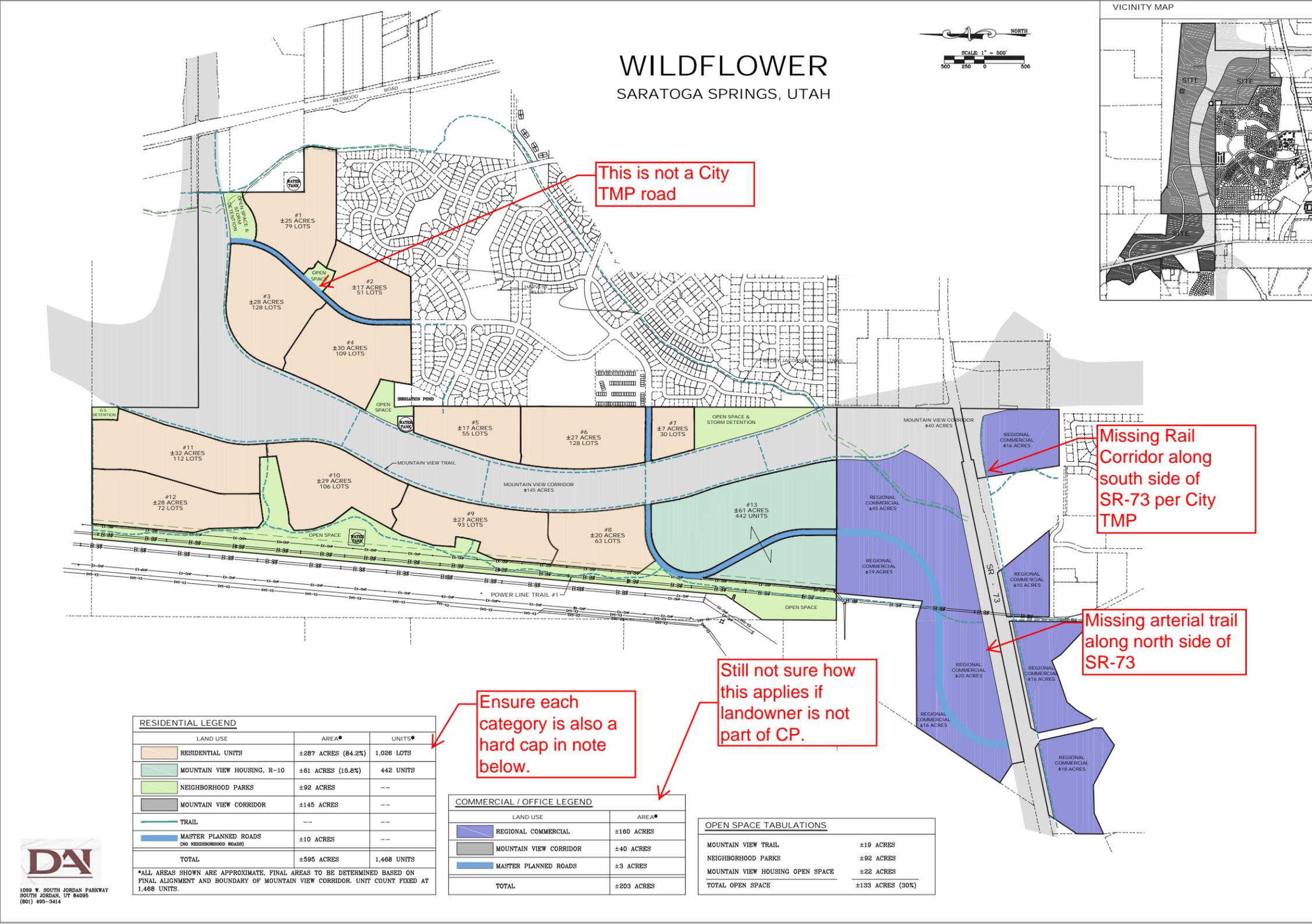
- Landscaping: The Wildflower Community Plan shall preserve and generally heighten the area's natural elements and enhance architectural features, the character of homes, buildings, streetscapes, trails and/or open space areas. The purpose is to preserve existing views as well as provide areas of intermittent shade and screening, in addition to buffering and sound attenuation from the future Mountain View Corridor.
- Density/FAR/Height Residential and Commercial: Approximately 200 acres will be preserved for future commercial and office development. Office, warehouse, retail and other commercial uses will likely be viable in this location. Such commercial development will enhance the level of employment and commercial growth envisioned in Northern Utah County. ← **If Collins not subject to agmt, do we need this?**
- Parking: Wildflower parking parameters shall follow the Parking Regulations in section 13.02 of Saratoga Springs City Municipal Code Parking Regulations and section 19.09 for Off-Street Parking Requirements.
- Establish development parameters to mitigate the immediate and future anticipated impacts of the Mountain View Corridor. This includes appropriate buffering and sound abatement as appropriate for each individual neighborhood area in the Village Plan documents.



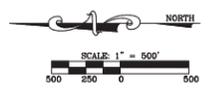
EXHIBIT ONE: Project Location



EXHIBIT TWO: Land Use Master Plan



WILDFLOWER SARATOGA SPRINGS, UTAH



LEI
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

WILDFLOWER
SARATOGA SPRING, UTAH
MASTER PLAN

REVISIONS	
1	
2	
3	
4	

LEI PROJECT #:
213112
DRAWN BY:
BLS/TJP
CHECKED BY:
GDM
SCALE:
1" = 100'
DATE:
2.12.11

RESIDENTIAL LEGEND		
LAND USE	AREA*	UNITS*
RESIDENTIAL UNITS	±287 ACRES (84.2%)	1,026 LOTS
MOUNTAIN VIEW HOUSING, R-10	±61 ACRES (15.8%)	442 UNITS
NEIGHBORHOOD PARKS	±92 ACRES	---
MOUNTAIN VIEW CORRIDOR	±145 ACRES	---
TRAIL	---	---
MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±10 ACRES	---
TOTAL	±595 ACRES	1,468 UNITS

*ALL AREAS SHOWN ARE APPROXIMATE. FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. UNIT COUNT FIXED AT 1,468 UNITS.

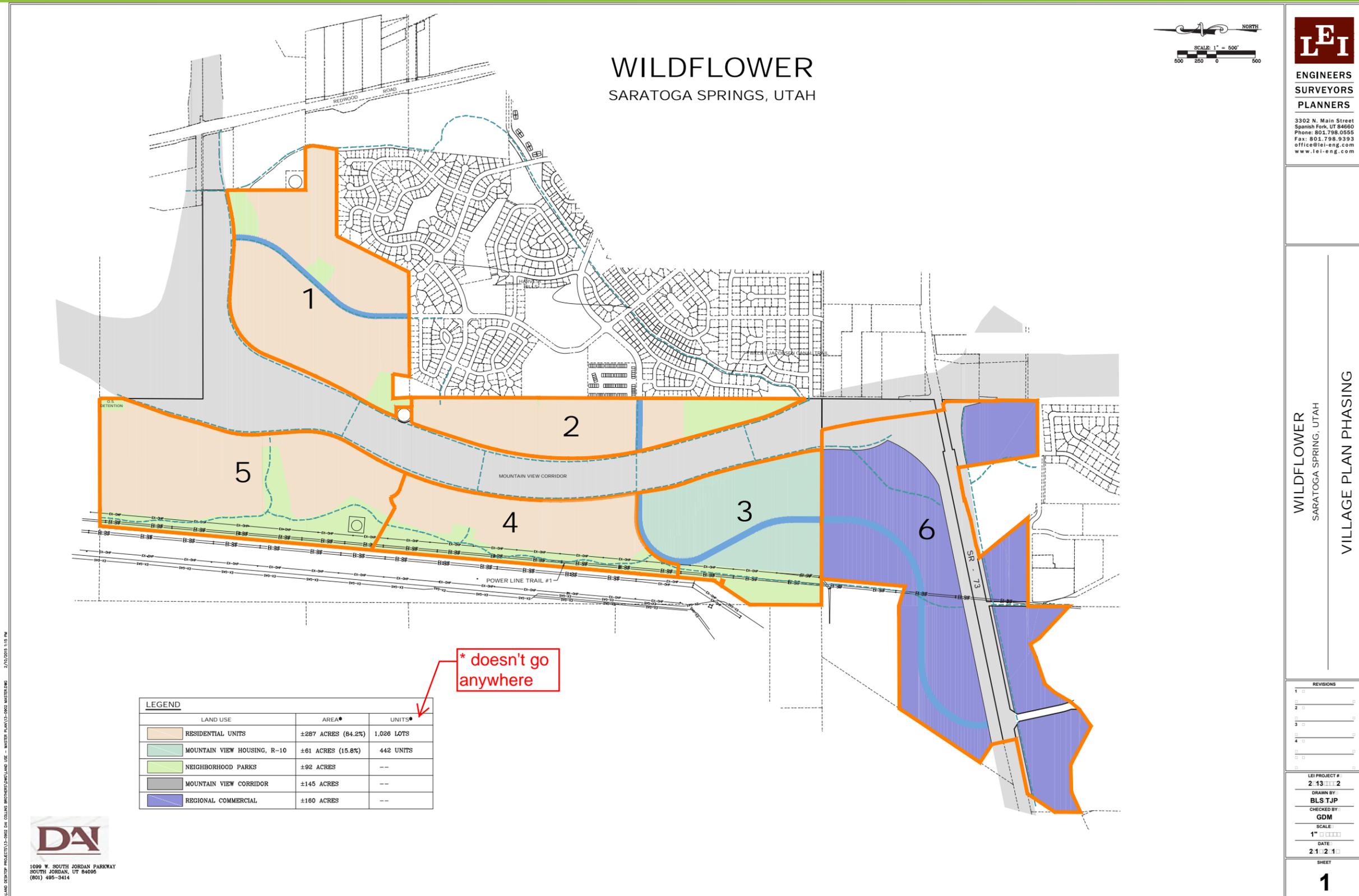
COMMERCIAL / OFFICE LEGEND	
LAND USE	AREA*
REGIONAL COMMERCIAL	±160 ACRES
MOUNTAIN VIEW CORRIDOR	±40 ACRES
MASTER PLANNED ROADS	±3 ACRES
TOTAL	±203 ACRES

OPEN SPACE TABULATIONS	
MOUNTAIN VIEW TRAIL	±19 ACRES
NEIGHBORHOOD PARKS	±92 ACRES
MOUNTAIN VIEW HOUSING OPEN SPACE	±22 ACRES
TOTAL OPEN SPACE	±133 ACRES (30%)



U:\LAND DEVELOP\PROJECTS\11-0002\04 COLLEGE BROOKERS\DWG.LAND USE - MASTER PLAN\11-0002 MASTER.DWG 2/12/2015 1:23 PM

EXHIBIT THREE: Village Phasing Plan



11:14 AM 2/20/11 PROJECT: 213002 DAI COLAS BROTHERS/UNCL/USE - MASTER PLAN/11-2002 MASTER PLAN 2/20/2011 1:10 PM

Legal Description

Residential Area East of Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}11'02''W$ along the Quarter Section Line 5113.57 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following seven (7) courses: northwesterly along the arc of a 2062.50 foot radius non-tangent curve to the left (radius bears: $S66^{\circ}56'14''W$) 68.66 feet through a central angle of $1^{\circ}54'26''$ (chord: $N24^{\circ}00'59''W$ 68.66 feet); thence $N24^{\circ}58'12''W$ 309.29 feet; thence along the arc of a 1937.50 foot radius curve to the right 326.07 feet through a central angle of $9^{\circ}38'34''$ (chord: $N20^{\circ}08'56''W$); $N15^{\circ}19'39''W$ 1319.02 feet; thence along the arc of a 4200.00 foot radius curve to the right 2424.99 feet through a central angle of $33^{\circ}04'53''$ (chord: $N1^{\circ}12'47''E$ 2391.44 feet); thence $N17^{\circ}45'14''E$ 609.55 feet; thence along the arc of a 3000.00 foot radius curve to the right 207.76 feet through a central angle of $3^{\circ}58'04''$ (chord: $N19^{\circ}44'16''E$ 207.72 feet); thence East 203.35 feet; thence North 200.00 feet; thence West 123.48 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: $N21^{\circ}46'10''E$ 11.84 feet; thence along the arc of a 3000.00 foot radius curve to the right 416.44 feet through a central angle of $7^{\circ}57'12''$ (chord: $N25^{\circ}44'46''E$ 416.10 feet); thence along the arc of a 8590.00 foot radius curve to the left 1087.91 feet through a central angle of $7^{\circ}15'23''$ (chord: $N26^{\circ}05'41''E$ 1087.18 feet); thence $N22^{\circ}27'59''E$ 342.75 feet; thence along the arc of a 760.00 foot radius curve to the right 959.86 feet through a central angle of $72^{\circ}21'47''$ (chord: $N58^{\circ}38'53''E$ 897.33 feet); thence $S85^{\circ}10'13''E$ 581.77 feet; thence along the arc of a 1660.00 foot radius curve to the left 472.75 feet through a central angle of $16^{\circ}19'02''$ (chord: $N86^{\circ}40'16''E$ 471.15 feet); thence $N78^{\circ}30'45''E$ 314.16 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}05'10''E$ along the Section Line 1016.66 feet; ; thence $N89^{\circ}51'58''E$ 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: $S16^{\circ}33'17''E$ 43.07 feet; thence $S9^{\circ}58'30''E$ 53.91 feet; thence $S6^{\circ}37'28''W$ 103.89 feet; thence $S9^{\circ}27'03''W$ 107.43 feet; thence $S8^{\circ}32'21''W$ 53.31 feet; thence $S6^{\circ}29'17''W$ 48.17 feet; thence $N89^{\circ}58'51''W$ 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence $S26^{\circ}33'37''W$ along the westerly line of Plats "W & R/S",



Harvest Hills Subdivisions 1040.70 feet; thence S89°36'29"W along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence N9°35'01"E 216.50 feet; thence West 315.47 feet; thence S3°19'17"E 215.67 feet to the point of beginning.

← ...and contains XX acres...

Residential Area West of Mountain View Corridor

A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0°20'24"E along the Section Line 928.72 feet; thence N33°57'04"E 432.41 feet; thence S70°29'56"E 67.56 feet; thence N19°30'04"E 20.00 feet; thence N70°29'56"W 62.40 feet; thence N33°57'04"E 103.50 feet; thence N5°03'04"E 7949.57 feet; thence N89°52'43"E 1644.05 feet; thence S0°17'28"W 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a 1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00 foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.14 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by Western States Ventures, LLC as described in Deed Entry No. 61632:2013 in the official records of the Utah County Recorder.

↑
Need statement as to how this impacts plan - how cross and develop around?



Future Commercial Properties

Still not sure how
these interact...

The following metes and bounds descriptions have been taken from the tax notices associated with the individual Collins Brothers Land Development, LLC and Collins Brothers Oil Co parcels as contained within the records of the Utah County Recorder. No property boundary survey has been conducted.

PARCEL NO.	ACREAGE
58:033:0346	88.05

COM S .79 FT & E 335.82 FT FR NW COR. SEC. 15, T5S, R1W, SLB&M.; S 89 DEG 52' 8" E 1917.83 FT; S 12 DEG 44' 50" E .32 FT; ALONG A CURVE TO R (CHORD BEARS: S 10 DEG 28' 29" E 797 FT, RADIUS = 9795.65 FT); S 7 DEG 44' 6" E 240.05 FT; S 7 DEG 45' 6" E 59.49 FT; S 7 DEG 44' 6" E 376.04 FT; S 78 DEG 11' 20" W 338.59 FT; S 78 DEG 31' 24" W 220.46 FT; S 11 DEG 57' 1" E 4.4 FT; S 78 DEG 3' 0" W 1998.51 FT; N 0 DEG 21' 5" E 993.63 FT; S 72 DEG 20' 25" E 200 FT; S 72 DEG 21' 26" E 58.55 FT; N 5 DEG 5' 6" E 1078.18 FT TO BEG.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by Western States Ventures, LLC as described in Deed Entry No. 61632:2013 in the official records of the Utah County Recorder.

58:033:0308	46.50
-------------	-------

COM S 0 DEG 21' 5" W 996.308 FT FR NE COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 21' 5" W 1010.57 FT; S 78 DEG 26' 26" W 2354.4 FT; N 33 DEG 39' 57" E 7.09 FT; N 78 DEG 3' 0" E 566.03 FT; N 11 DEG 54' 55" W 161.58 FT; N 56 DEG 54' 37" W 280.52 FT; N 33 DEG 40' 0" E 2453.05 FT; N 89 DEG 46' 39" E 1.85 FT; S 33 DEG 40' 0" W 1200.2 FT; N 89 DEG 46' 21" E 1327.16 FT TO BEG.

58:033:0317	20.03
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COM N 897.22 FT & E 1785.86 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 78 DEG 3' 0" E 240.72 FT; N 11 DEG 57' 0" W 25 FT; N 78 DEG 3' 0" E 589.15 FT; S 43 DEG 55' 49" E 51.41 FT; S 0 DEG 19' 9" E 302.87 FT; S 89 DEG 40' 11" E 5.23 FT; S 0 DEG 19' 46" W 297.36 FT; S 0 DEG 1' 42" E 56.56 FT; N 89 DEG 58' 17" E 21.63 FT; S 0 DEG 26' 0" W 528.87 FT; S 85 DEG 41' 35" W 28.62 FT; N 56.16 FT; S 85 DEG 41' 35" W 688.66 FT; N 89 DEG 12' 45" W 610.69 FT; N 0 DEG 24' 1" E 9.02 FT; S 89 DEG 20' 0" E 621.82 FT; N 9



DEG 2' 0" W 1026.65 FT TO BEG.

58:033:0327 11.30

COM N 15.15 FT & E 56.1 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 0 DEG 22' 11" E 516.71 FT; N 78 DEG 3' 0" E 349.22 FT; S 87 DEG 8' 25" E 86.86 FT; N 78 DEG 12' 2" E 140.75 FT; S 39 DEG 12' 0" E 810.1 FT; S 89 DEG 57' 30" W 1066.49 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 49' 22" W 21.29 FT, RADIUS = 15 FT) TO BEG.

58:033:0183 11.09

COM AT E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 1324.19 FT; N 89 DEG 7' 53" W 40.9 FT; N 12 DEG 7' 19" W 117.46 FT; N 32 DEG 52' 45" E 113.65 FT; N 78 DEG 26' 26" E 1358.56 FT; S 0 DEG 21' 5" W 503.23 FT TO BEG.

58:033:0193 7.90

COM S .06 FT & W .01 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 11" W 529.82 FT; N 46 DEG 39' 38" W 560.72 FT; N 34 DEG 8' 20" W 138.69 FT; S 67 DEG 13' 32" W 178.58 FT; S 71 DEG 2' 2" W 369.75 FT; S 40 DEG 46' 48" W 158.96 FT; S 30 DEG 49' 21" W 240.03 FT; ALONG A CURVE TO R (CHORD BEARS: N 16 DEG 48' 2" W 155.73 FT, RADIUS = 954.64 FT) ARC LENGTH = 155.91 FEET; N 12 DEG 7' 19" W 238.26 FT; N 0 DEG 22' 48" E 184.03 FT; S 89 DEG 7' 53" E 1324.19 FT TO BEG.

58:033:0192 0.09

COM N 20.02 FT & W 1324.1 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 48" W 183.79 FT; N 12 DEG 7' 19" W 188.61 FT; S 89 DEG 7' 53" E 40.83 FT TO BEG.

58:033:0187 18.39

COM N 1929.25 FT & E 13.15 FT FR S 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 0 DEG 23' 26" E 333.02 FT; N 33 DEG 40' 0" E 423.69 FT; N 78 DEG 26' 26" E 130.85 FT; S 89 DEG 7' 53" E 824.29 FT; S 12 DEG 6' 53" E 449.27 FT; ALONG A CURVE TO L (CHORD BEARS: S 16 DEG 11' 33" E 147.98 FT, RADIUS = 1050.64 FT) ARC LENGTH = 148.10 FEET; S 0 DEG 22' 48" W 101.65 FT; S 54 DEG 53' 55" W 264.91 FT; N 62 DEG 2'



57" W 559.96 FT; S 88 DEG 25' 20" W 355.07 FT; S 65 DEG 40' 14" W 283.27 FT TO BEG.

58:033:0194 0.04

COM S 637.72 FT & W 1295.66 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 54 DEG 53' 55" W 40.22 FT; N 0 DEG 22' 48" E 101.48 FT; ALONG A CURVE TO L (CHORD BEARS: S 21 DEG 53' 12" E 60.43 FT, RADIUS = 1050.64 FT) ARC LENGTH = 60.43 FEET; S 23 DEG 32' 4" E 24.3 FT TO BEG.

58:033:0184 1.56

COM N 22.19 FT & W 1463.5 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 824.22 FT; N 78 DEG 26' 26" E 720.3 FT; S 57 DEG 6' 56" E 117.21 FT; S 12 DEG 6' 53" E 95.31 FT TO BEG.



Equivalent Residential Unit Transfers

Need explanation and definition of an ERU, need to clarify that every commercial and residential unit is a minimum of 1 ERU

Since build-out of the Wildflower development will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density (Equivalent Residential Units) may be transferred within the project as necessary to improve design, accessibility, and marketability. The City acknowledges that the master developer shall have the ability in its reasonable business judgment to transfer Equivalent Residential Units between residential areas within the project upon written notice to the City and delivery to the City of written consent of the property owners of the Neighborhoods which are sending and receiving such densities (if different from the master developer), so long as any such transfer adheres to the following standards:

- a. The overall intent and character of this Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not materially alter the nature of each Neighborhood established in this Community Plan;
- b. The maximum number of Equivalent Residential Units established in the Community Plan for all Neighborhoods shall not be exceed 1,468 as shown in the Land Use Master Plan.
- c. Any transfer of Equivalent Residential Units into or out of any Neighborhood type established in the Community Plan shall not exceed fifteen percent (15%) without approval of the City Council. In no case shall the transfer of Equivalent Residential Units into or out of any land use designation or district exceed twenty percent (25%) of that established in the Community Plan.
- d. Equivalent Residential Units may not be transferred from a more intensive into a less intensive Neighborhood designated in this Community Plan located east of the identified Mountain View Corridor, if such transfer would result in single family lots smaller than 4,500 square feet in size.

Cannot transfer INTO mtn view housing

No longer a plan showing each neighborhood and units to be impacted



and acreage

- e. Equivalent Residential Units may not be transferred into any open space, park, or school unless said use is replaced elsewhere within the same Neighborhood.
- g. Since the existence and location of the Mountain View Corridor is critical to the overall plan of the development, Developer shall seek to finalize an acquisition with UDOT. If developer is unable to finalize the closing of the Mountain View Corridor ground with UDOT within 24 months of the approval of the Community Plan, developer shall be required to utilize the Land Use Master Plan removing the corridor. No additional density shall be granted if the Mountain View Corridor is removed, and ERU shifting shall be allowed to accommodate for the removal of the Mountain View Corridor.

Density

The Wildflower development started with an R-3 zone which typically yields approximately 2.5 units per acre. The overall density was calculated by taking the residential acreage of 588 (595 acres less sensitive lands) multiplied by 2.5 to get 1,468 residential units. The density under the Mountain View Corridor shall be relocated throughout the residential portion of the project with the majority of the density in the Mountain View Housing area shown on the Master Plan with 442 units over approximately 61 acres for an average density of 7.25 units per acre. The remaining density of 1,026 units shall be spread out in the remaining residential area of approximately 379 acres (including parks and open space) for an average of 2.7 units per acre.

Buildout Allocation

The Wildflower Community will have a variety of housing types and lot sizes to accommodate a mix of income levels, age ranges and lifestyles from the young professional to the retired grandparent. The housing types will vary based on the location within the Residential area or the Mountain View Housing Neighborhood area.

Clarify that the remainder of units outside the 442 in the mtn view neighborhood is primarily single family; only multi-family permitted to allow large lots eg 1/2 acres and 1 acre lots, and only in logical locations near freeway access



Wildflower Design Review Committee (WDRC)

In order to create, maintain and improve the Project as a pleasant, desirable and sustainable community, and to establish and implement a consistent and harmonious design code to protect and promote the present and future values of Wildflower Development, all architectural building elevations and building materials, colors and usage design, site landscape treatments, wall and fencing, and signage within the Project shall be subject to sign Review Process and approval by the established Wildflower Development Review Committee (WDRC).

the Discussion of WDRC would make more sense near page 36 with the rest of the WDRC discussion

Plat? Site Plan?
Building permit?

The WDRC shall review and approve all proposed developments prior to beginning the City of Saratoga Springs submittal and review processes. The WDRC shall consist of representatives from the following: The Master Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. The Master Developer shall retain the right to retain or replace members of the WDRC at its discretion.

Regional Commercial

The Regional Commercial use shown on the Master Plan will adhere to the Saratoga Springs Municipal Code and further criteria will be submitted for review as part of the Village Plan submittal. A separate Wildflower (Commercial) Design Review Committee will be formed at such time and shall review and approve all proposed development prior to submittal of a Village Plan for Site Plan approval.

Not bound by this?



Neighborhood Philosophy and Character

Clear distinction between one neighborhood and the other while still creating a natural flow between them will be created by using the open space and trail networks. The trails provide easy access to the variety of open space types that will be located throughout the development. Entrance features with monument signage will create a formal delineation of residential neighborhoods; they will allow for passive uses and create neighborhood individuality and identity. Each neighborhood is to provide a variety of price ranges, lot square footage, staggered yard setbacks, and housing types which will also contribute to a sense of entry to each neighborhood. An identifiable, but subtle difference between building materials, lot size, and home square footage will provide a unique character to each home, while still making each neighborhood easily distinguishable.



Streetscape

The streetscape is an important part of this development that will serve many functions such as project continuity and contributing to the personality of each neighborhood, providing safety for all modes of transportation and creating a sense of place for residents and visitors. Elements including street lights, street furniture, trees and landscaping will contribute to the character of each block.



Sidewalk bulb-outs and roundabouts will be used to provide safety for pedestrians and bicyclists; roundabouts will force drivers to slow down, improve traffic flow and create an attractive green space with wildflowers and other native plants.

Wayfinding

Wayfinding will be an essential key to each neighborhood's functionality and character. By providing the correct signage, architectural cues, sight lines and lighting, residents and visitors will find it easy to get around and differentiate between neighborhoods. Providing effective wayfinding will allow the open space network to be used to its' full potential and create a sense of safety for people of all ages. It is designed to connect the existing and established neighborhoods and community with the new development; the open space trail network and proper wayfinding signage will create the transition that is necessary to foster a sense of place, community, ownership and safety. More design detail will be addressed in the Village Plan documents.



Neighborhood Description

Residential Area

match terminology with maps on exhibits 2 and 3 where this is labeled Residential Units

The Residential area shown on the Master Plan will be comprised of single family homes with some multi-family products allowed at the discretion of the City Council as long as overall ERU's are not exceeded. The single family homes are of varied design on a range of lot sizes. Single family lot sizes in the development will start at 4,500 square feet up to 20,000 square feet. The neighborhoods are walkable, interconnected through trails and sidewalks to from one lot size to another. Larger lots shall be located near existing subdivisions, transitioning to smaller lots as the distance to the Mountain View Corridor nears. Homes will be a variety of styles and colors, allowing neighborhood identities to be established.



Allow larger



General Development Standards - Single Family Dwellings

Setbacks

Front Yard: 15' min.

Front Access Garage: 20' min.

Rear Yard: 10' min.

Side Yard: Varies by Neighborhood Type

Required lot widths between 45'-50': 5'/10'

Required lot widths at 60': 6'/12'

Required lot widths at 70': 8'/16'

Corner Lots:

Front Yard: 15' min.

Front Access Garage: 20' min.

Side Access Garage: 20' min.

Building Height: 35' maximum height measured at the vertical distance from the established, finished grade surface at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Lot Size: Varies by neighborhood. See table on page 29.

Lot Width: Lot width varies by neighborhood. See table on page 29.

Lot Frontage: 35' min.

Lots adjacent to Harvest Hills: Lots adjacent to the Harvest Hills neighborhood shall be equal to the average lot width of the adjacent Harvest Hills Neighborhood.

Lot Coverage: 50% max.

Minimum Dwelling Size: To be determined at Village Plan.

Add clear view triangle

Define neighborhood - is it a block? A plat?

General Development Standards - Accessory Structures Requiring a Building Permit

Setbacks

Front Yard: Same as Primary Structure

Side Yard: 5' min.

Rear Yard: 5' min.

Corner: Same as primary structure for front and streetside.

Distance from any dwelling unit: 5' min.

Height: As per Saratoga Springs Municipal Code

For not requiring BP, reference Code? 19.05.



What about corner lots and clear view triangle?

Neighborhood Breakdown

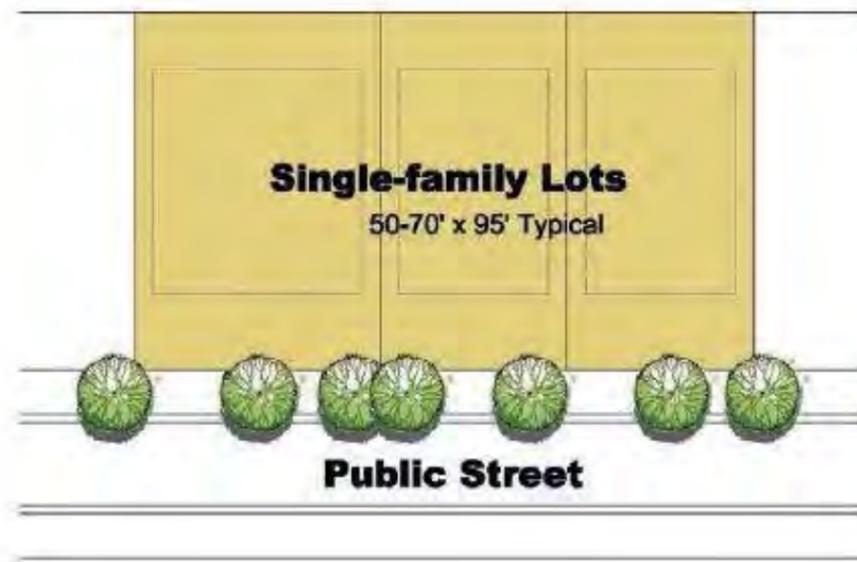
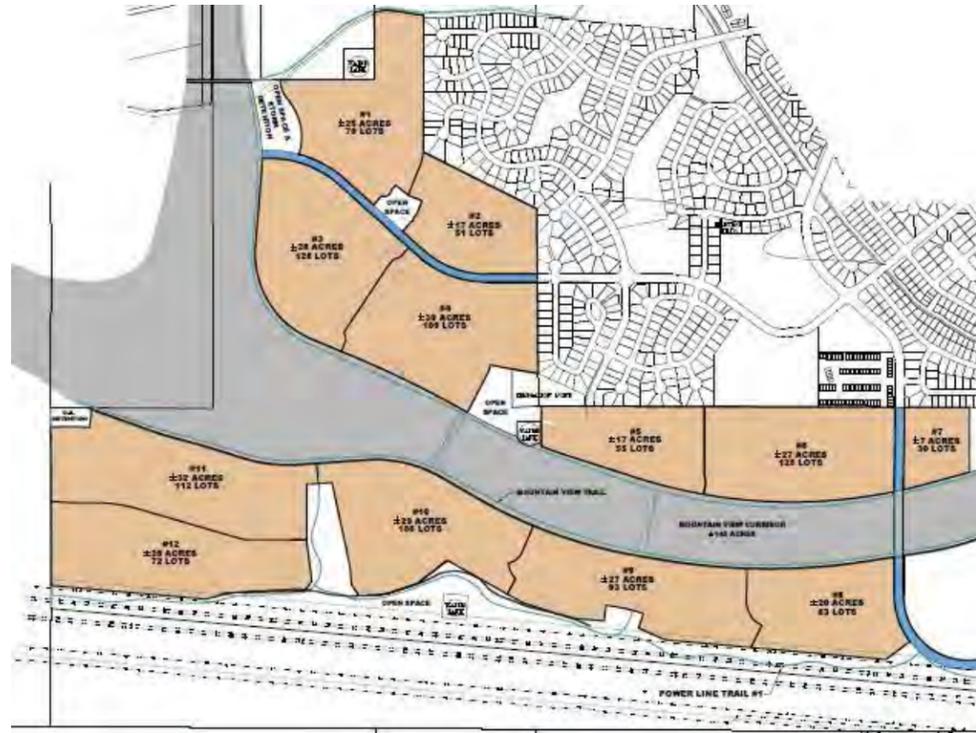
Area	Proposed Percentages	Min. Lot Width at Front Setback	Typical Range of Lot Sizes	Side Yard Setbacks
Neighborhood 1	Max 10% of lots 6,000 - 8,000 sq. ft.	60	8,000 - 14,000	6'/12'
Neighborhood 2	Max 10% of lots 8,000 - 9,000 sq. ft.	70	9,000 - 14,000	8'/16'
Neighborhood 3	NA.	45	4,500 - 7,000	5'/10'
Neighborhood 4	Max 25% of lots 4,500 - 5,000 sq. ft.	45	4,500 - 8,000	5'/10'
Neighborhood 5	Max 10% of lots 7,000 - 8,000 sq. ft.	60	8,000 - 11,000	6'/12'
Neighborhood 6	NA	50	4,500 - 7,000	5'/10'
Neighborhood 7	N/A	45	5,000 - 7,500	5'/10'
Neighborhood 8	Max 25% of lots 5,000 - 6,000 sq. ft.	50	6,000 - 10,000	5'/10'
Neighborhood 9	Max 25% of lots 5,000 - 6,000 sq. ft.	50	6,000 - 11,000	5'/10'
Neighborhood 10	Max 20% of lots 6,000 - 7,000 sq. ft.	50	6,000 - 12,000	5'/10'
Neighborhood 11	Max 20% of lots 5,000 - 6,000 sq. ft.	50	6,000 - 12,000	5'/10'
Neighborhood 12	Max 10% of lots 8,000 - 9,000 sq. ft.	70	9,000 - 20,000	8'/16'
Neighborhood 13*	NA	50	3,500 - 4,500	5'/10'

* Cluster Homes located in Multi-family area.

How does this work?



Residential Single Family



Typical Layout



Mountain View Housing Neighborhood

The Mountain View Housing Neighborhood Subdivisions have been planned around the future installation of the Mountain View Corridor. The plan allows for a higher density residential use to properly transition from the single family areas to more intense commercial areas. The Mountain View Housing Neighborhoods may include a mix of smaller, single family cluster homes, ← traditional front loaded townhomes and rear loading townhomes with courtyards and ample private space. Pockets of single family cluster homes shall offset higher density townhome products, but shall not exceed overall ERU's for the area. Overall density within the Mountain View Housing area shall not exceed 8 units per acre in the Village Plan.



Define



General Development Standards - Townhomes

Footprint, or a lot outside the footprint?

Townhomes are typically defined as a row of houses built in a similar style and sharing common walls as well as having a separate entrance for each dwelling. The owner owns the land and the interior plus any yard or deck. Townhomes may be front loaded or rear loaded with attached courtyards.

Make sure established grade is shown on final

Setbacks: To be determined at Village Plan

Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Parking: Off street guest parking shall be provided for any product with less than a 20' driveway, at a rate of .25 spaces per unit.

Open Soace: 30% min.

Storage: Areas may be provided for storage units and parking of recreational vehicles for owners of the project.

General Development Standards - Single Family Cluster Homes

Setbacks

Front Yard: 15' min.

Front Access Garage: 20' min.

Rear Yard: 10' min.

Side Yard: 5' min.

Corner: 10'

Front or side? Unclear

Lot Size: 3500-4500 sq. ft.

Min. Width: 50 ft.

Lot Coverage: 60%

Min. Dwelling Size: To be determined at Village Plan.

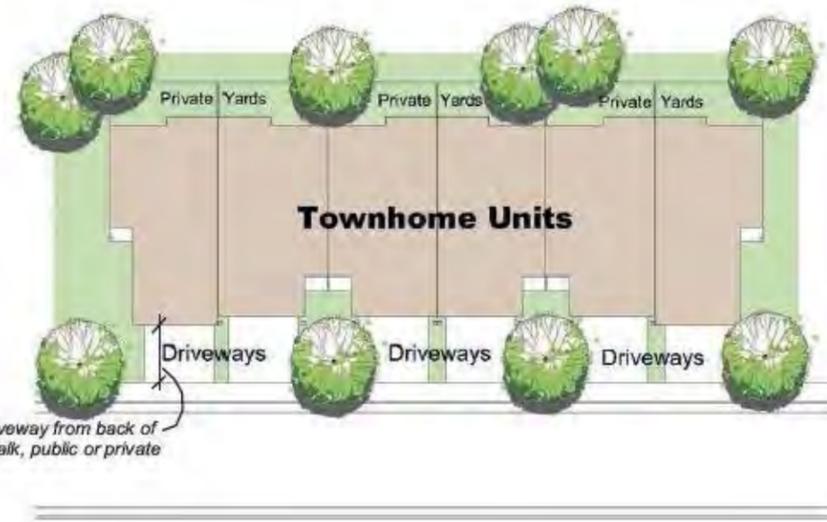
Building Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.



Mountain View Housing Townhomes



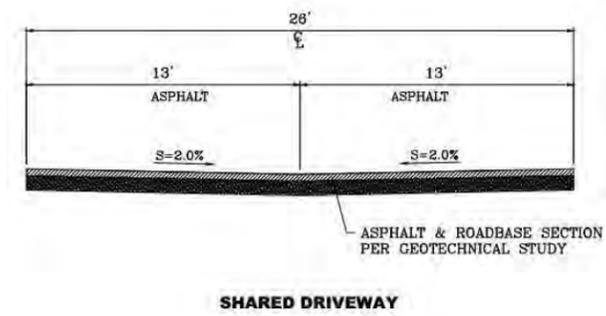
Courtyard Townhomes



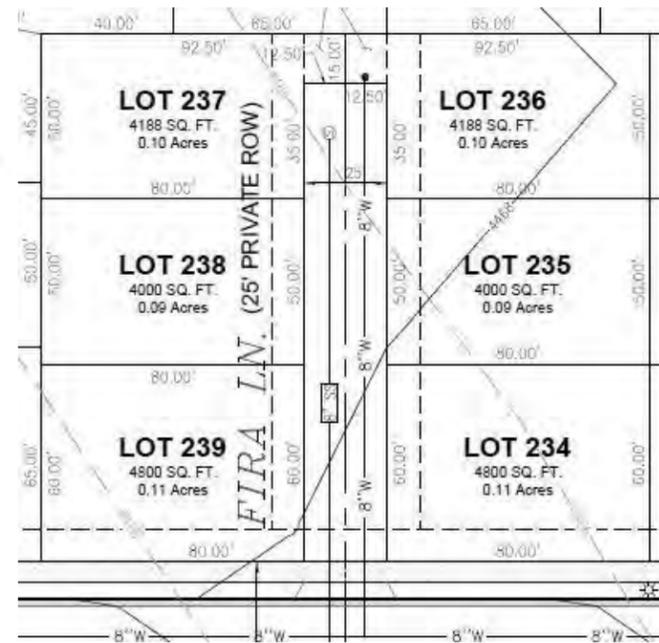
Traditional Front Loading Townhomes



Mountain View Housing Cluster



26' Shared Driveway



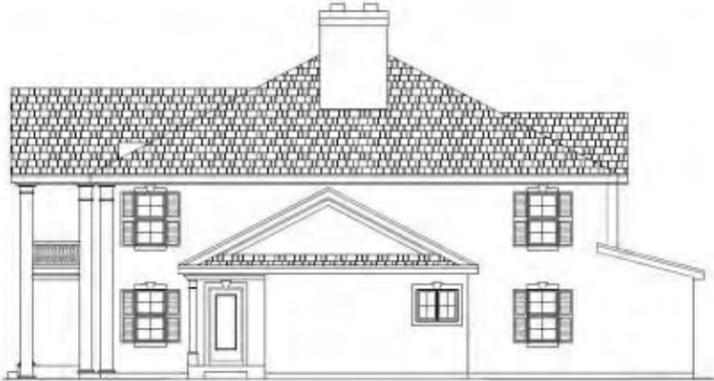
Typical Layout



Mansion Style Concept



Actual layout in Daybreak



Proposed product type located in Saratoga Springs



"THE MANSIONS"
(Alley Loaded)

Located in Daybreak, UT

Builder: Holmes Homes approx. 2009

3 plex

Density 6-8 du/ac

Product Type is designed to appear as a large single family home but is a multi-family attached 3 plex building.



*Product type is conceptual and demonstrates the design principles that may be allowed in the Residential or Mountain View Housing areas depicted on the Master Plan. The developer retains the right to modify the product type to meet Architectural Guidelines.

Architectural Guidelines

The standards listed below are to be viewed as design guidelines for the homes of the Wildflower at Saratoga Springs Development. The architectural styles listed can be used in many variations to create the unique and individual character desired for each family home.



Repetition and homogenous street styles are not permitted in the Wildflower Community; a variety of housing types, color variations and types of materials will help create the unique neighborhoods that will make up the development. Single family homes with the same style or color scheme will not be built on lots next to, adjacent to or across the street from each other. Each home will go through the Wildflower Design Review Process before approval is given to build.

Creating a strong sense and place and building a desirable community are the goals of the chosen architectural styles for Wildflower at Saratoga Springs. Each style will contribute to the character of the neighborhoods and the individuality of every home will create an attractive streetscape throughout the development. Elements such as roof shape and pitch, window size, shape and placement, or construction materials such as brick, stucco or wood can all be used to create the subtle details that foster individuality in a home. Along with the following housing types, the color palette of each home will reflect the bright and vibrant tones that can be seen in the wild flowers of Utah.



Residential WDRC

Single-Family Home Approval Process – The WDRC review shall take place prior to submittal for any building permit on a single-family home. The review process is intended to ensure that the final architectural and design plans are consistent with the information discussed at the concept review and the approved Community Plan and Development Agreement documents. It is intended that the WDRC approvals shall take 7 business days or less for approval/denial to be issued. The following items must be provided at the time of submittal to the WDRC:

- Site plans 1"=20' scale or an appropriate scale to show detail sufficiently based upon the project and proposed area. Site plan must include a grading and drainage plan. Additionally, base landscape plans for front yards and side yards must be included for corner lots. **and established grade**
- Rendered elevations at 1/8 or 1:10 scale minimum.
- Specific materials & colors selected for building elevations.
- Building Footprints.
- North Arrow and Scale
- Single Family Review Fee of \$100 (Residential Home Review, private fee to be paid to the WDRC).
- Additional Review fee of \$50 (If required, private fee to be paid to the WDRC).

At the conclusion of the internal review process, the WDRC shall submit an approval or conditional approval letter to the City of Saratoga Springs Planning Department for use in the city's approval and permitting process.

Suggest bolding to create a clear division between single and attached

Attached Residential Development Approval Process – All plat submittals shall follow the City of Saratoga Springs planning review process, as found in the Ordinance or Development Agreement, as applicable.

The WDRC review shall take place on all buildings within a plat prior to submittal to the city for any approval and/or building permit submittal on an attached residential project. The review process is intended to ensure that the final design and architectural plans are consistent with the information discussed at the concept review meeting and approved Community Plan and Development Agreement documents. It is intended that the approvals shall take 7 business days or



less for recommendation/denial to be issued. The following items must be provided to the WDRC at the time of submittal for all buildings within the plat, in order to ensure congruity within the plat:

- Site plans 1"=20' scale or an appropriate scale to show detail sufficiently based upon the project and proposed area. Site plan must include a grading and drainage plan.
- Rendered elevations at 1/8"=1' or 1"=10' scale minimum.
- Specific materials & colors selected for building elevations.
- Building Footprints.
- North Arrow and Scale.
- Landscaping plans showing final plant selections.
- Site Plan Review Fee of \$500 (private fee to be paid to the WDRC).
- Building Review Fee of \$50/unit (Per Building Type, private fee to be paid to WDRC).
- Additional Review Fee of \$100 (If required, private fee to be paid to WDRC).

At the conclusion of the review meeting, the WDRC shall submit a letter of approval or approval upon conditions to the City of Saratoga Springs Planning for use in the City approval and/or permitting process.



Housing Styles

Contemporary

Wildflower contemporary homes integrate a wide number of style features, mixing historic elements with current lifestyle concepts, resulting in homes that connect to the outdoors, while establishing a warm and inviting living environment. This unique housing style does not reflect any specific time period, allowing nostalgia for other styles to create an individual interpretation.

Common characteristics like the following allow the contemporary home to coalesce.

- Low roof pitches
- Large windows
- One or two stories
- Hip roof forms with extended eaves
- Clean lines and detailing
- Heavy front porch details
- Lap siding with masonry details
- Extensive use of natural light
- Open floor plan
- Indoor and outdoor living spaces

Examples or binding? With other agreements, it was strictly limited to items listed on this page.



Low Pitched Roof



Home Examples



Lap Siding with Masonry Details



Clean Lines and Detailing



Craftsman

Wildflower craftsman homes present a more intimate style with the use of simple forms and natural materials such as wood, brick and stone and interesting details, giving the home a warm and welcoming feeling. This style of home was developed from the Arts and Crafts movement during the 19th and 20th centuries. Some of the first true Craftsman homes were built in California; the open floor plan and lower profile were ideally suited for California's mild year-round climate. Since then many interpretations of this housing style can be seen all over the country, including in Utah. The following features identify a Utah Craftsman style home.

- Low to moderate pitched gable roof
- Decorative beams and braces
- Porches that are either full or partial width
- Porch supports with square or battered column bases
- Wide exterior window and door casing
- Lap siding or stucco with masonry wainscot typical

Same comment as contemporary, limit to this menu of features



Porches that are Full or Partial Width



Home Examples



Lap Siding with Masonry Wainscot



Porch Supports with Square Bottoms



European

The Wildflower European style provides an old world and romantic charm with modern elements. This style of home showcases many European influences such as Italian influence, Tudor style design cues, Mediterranean floor plans and Spanish home designs; the European style can easily range in size to fit each individual family's needs. The homes are characterized by medium to steep roof pitches, detailed entrances, hip roof forms, arched openings and shutters. Unique elements such as multi-paneled windows of varying sizes, spacious living areas and high ceilings create the unique blend of comfort and refinement.

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters typical
- Lap siding or stucco with masonry wainscot typical

Missing the statement from other styles



Hip Roof Forms



Home Examples



Arched or Square Openings



Lap Siding with Masonry Wainscot Typical



Traditional

The Utah Traditional housing style has been developed over the past few decades, referencing a combination of desert architectural styles, modern elements and the craftsman style. Features such as street-facing garages, multiple gables and setbacks of the front façade and decorative front porches comprise the elements that create a warm, inviting and distinctive home design.

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters typical
- Lap siding or stucco with masonry wainscot typical

Missing the limiting statement from other styles



Shutters Typical



Home Examples



Arched or Square Openings



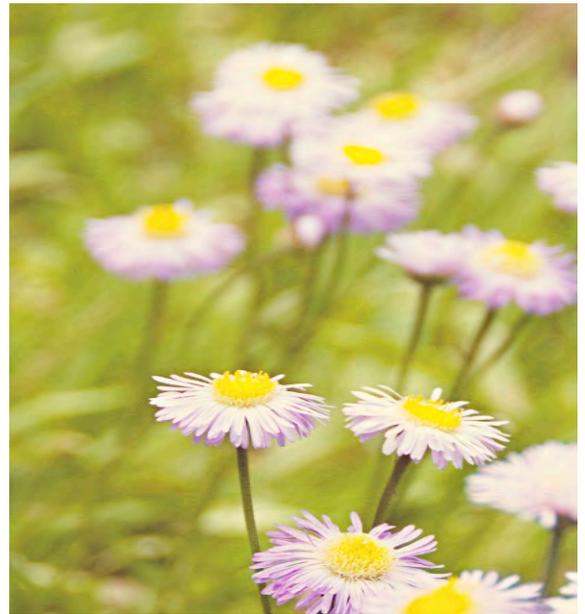
Moderate to High Roof Pitches



Landscape Philosophy

The landscaping of the Wildflower Community Plan shall preserve and generally enhance the area's natural features, views, enhance the architectural features and character of the homes, buildings, streetscape, trail or open space areas, to strengthen and frame vistas and provide areas of shade intermittently.

Lawn, patio, and garden areas are subject to approval by the WDRC. Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the area, provide windbreaks, and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the views from neighboring lots is discouraged. Such trees may be pruned or removed at the discretion of the WDRC.



All lots shall have the front yards landscaped within one year and back yards within two years after (whichever is less restrictive):

- a. receiving a Certificate of Occupancy; or
- b. once ownership is established by the current owner.

trees

Should reference city code, not create new code to avoid conflicting requirements

Landscaping may include a combination of lawns, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.

allowing 50% rock not likely to be supported by City Council and contradicts City code

- Parking lots and front yards are to be landscaped with trees and varieties for trees shall be addressed in the Village Plan in table. Shade trees shall be used within public right-of-way. Ornamental trees shall be used in other areas of the project.
- All landscaping will follow the requirements of the Saratoga Springs City Code, Section 19.06, Landscaping and Fencing.

How does this work, since 19.06 categorizes certain plants by zone excluding the PC. Also requires a minimum % of turf regardless of zone, so this contradicts with other statements in the CP.



Shade Trees

Common Name	Botanical Name	Height (Ft)	Spacing (Ft)	Notes
Ash, Green	Fraxinus Pennsylvanica	40-50	30	Glowing yellow Fall color, fall leaves drop in day.
Ash, White	Fraxinus Americana	50-80	30	Leaves yellow to re-purple in Fall, Autumn Purple nice.
Elm, American	Ulmus Americana	60-80	30	Use Frontier and Pioneer cultivars-they resist disease.
Birch	Betula species	60-130	30	
Honey Locust	Gleditsia triacanthos	30-70	30	Produces 7" long seedpods. Variety Inermis is thornless. Permitted only in large plant strips of at least 6' in width.
Japanese Pagoda Tree	Sophora japonica	20-40	30	Green leaflets, white flower clusters late summer, takes heat.
Maple	Acer species	30-150	30	
Mountain Ash	Sorbus aucuparia	20-60	30	Brilliant display of orange-red fruit in fall.
Oak, English	Quercus robur Fastigiata	40-60	30	Fastigiata is columnar with ridged and furrowed branches.
Oak, Swamp White	Quercus bicolor	50-60	30	Bark becomes deeply ridged and furrowed with age.
London Planetree	Platanus x. acerifolia	50-60	30	Mottled bark
Basswood	Tilia Americana	30-40	30	Compact growth
Hornbeam "Emerald Avenue"	Cornus	40	25	
Canadian Red Cherry	Prunus Virginiana	20	18	
Greenspire Linden	Tilia cordata	40	30	
Redmond Linden	Tilia Americana	32	25	



Ornamental Trees

Common Name	Botanical Name	Height (Ft)	Spacing (Ft)	Notes
Cherry, Flowering	<i>Prunus serrulata</i> (non-weeping)	15-30	20	Good Spring and Fall color.
Crabapple	Flowering Malus (non-weeping only)	10-25	20	Flower and fruit color depends on cultivar.
Goldenrain Tree	<i>Koelreuteria paniculata</i>	30-40	20	Rich yellow flowers June-July.
Pear, Flowering	<i>Prunus calleryana</i>	30-50	20	White flowers in Spring. Red in Fall.
Redbud, Eastern	<i>Cercis Canadensis</i>	20-30	20	Gorgeous pinkish purple in Spring.



Parks and Open Space

List exact acreage proposed for open space in community plan

As defined in Section 19.02.02, the Wildflower Development will include 30% of open space in the Planned Community District Area in the form of multiple park types and trail networks, the majority located within the Mountain View Corridor. As currently planned, pursuant to Exhibit Four, the open space to be developed for the project ~~meets or exceeds the City's existing level of service for parks and trails within the City, such that the planned open space offsets the need for upgrades to existing public open space systems. Accordingly, project open space will be identified and included as system improvements within the City's impact fees facilities plan, to be preserved and implemented with the City's cooperation by utilizing park impact fees generated by the Wildflower development. The project open space will be preserved, implemented and maintained by~~ generated by the Wildflower development. Dedication of the land to Saratoga Springs City is anticipated for use as public parks and/or parkway trail/bike systems and maintained following dedication by the City. Should these parks and trails not be included as system improvements, developer shall be required to improve parks and open space as per section 19.26.06 (4) of the Saratoga Springs Municipal Code effective 11-18-2014.

No. Not a guarantee.

Also subject to the definitions and other sections, and should be the code as amended with the only exception being if the amended code impacts density.

Open space including parks, trails, and limited common space adjacent to or within each village plan shall be included, designed, and constructed with the corresponding village plans. Larger parks, such as the parks to the west of the Mountain View Corridor and Single Family neighborhoods shall be phased to correspond with the village plans adjacent to them.

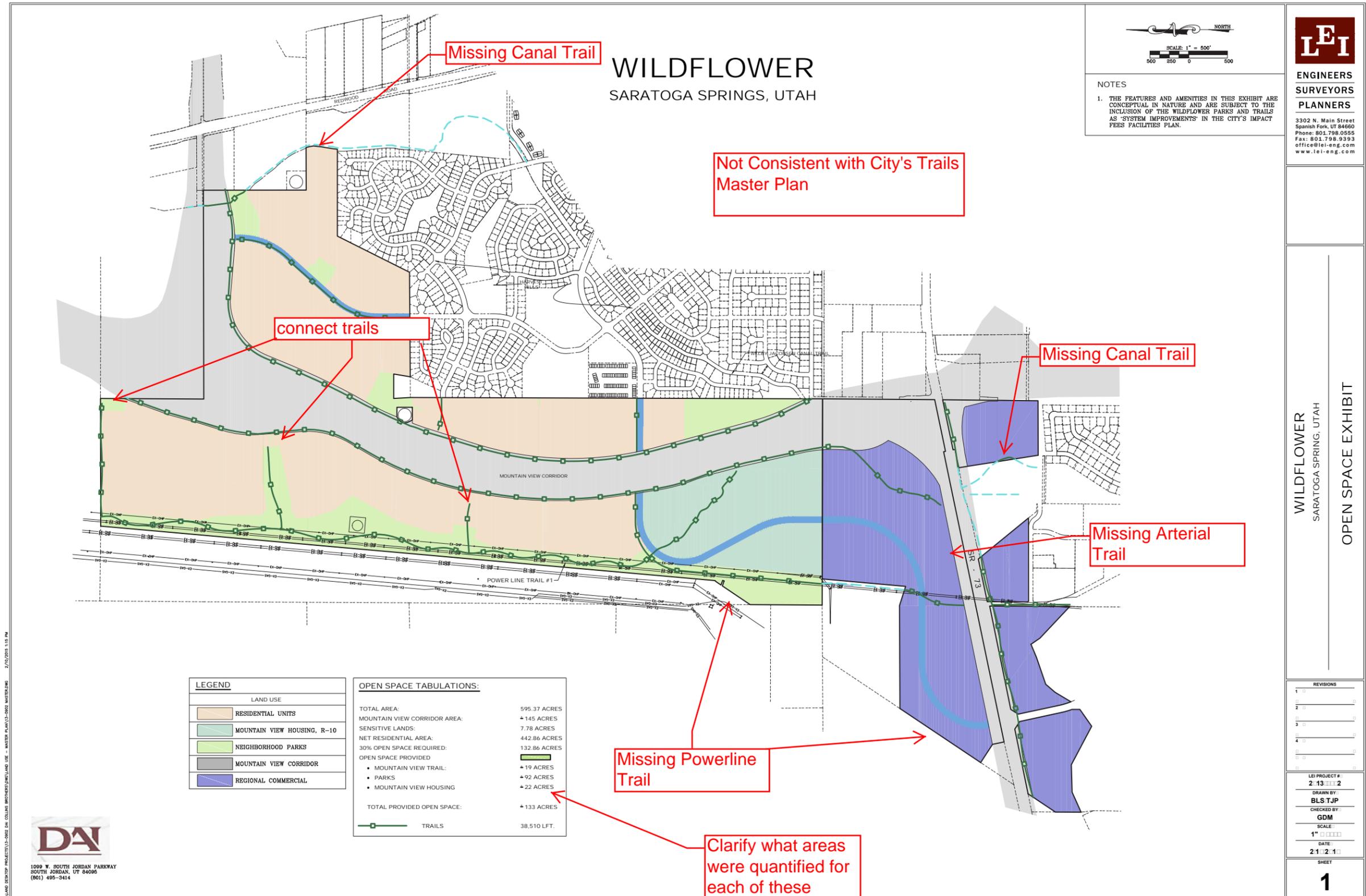
Goals for Open Space:

- Provide a network of public or private parks and open space using a variety of differing and suitable types of recreation such as neighborhood parks, community gardens, parkways, connector trails and pocket parks.
- Provide a short walking distance for every home to open space/trails network. Place developed open space venues in areas of high visibility and in user-friendly and suitable locations that are conducive to the type and variety of recreational uses that are appropriate for the various areas and conditions.
- Dual-purpose open space with ecological functions are preferred.
- Multipurpose use areas including youth and adult usage are desired as programmable recreation areas.

Note goal for compliance with City's adopted Parks, Trails, and Open Space Master Plan



EXHIBIT FOUR: Open Space



Clarify what areas were quantified for each of these categories, very unclear what areas are included in each

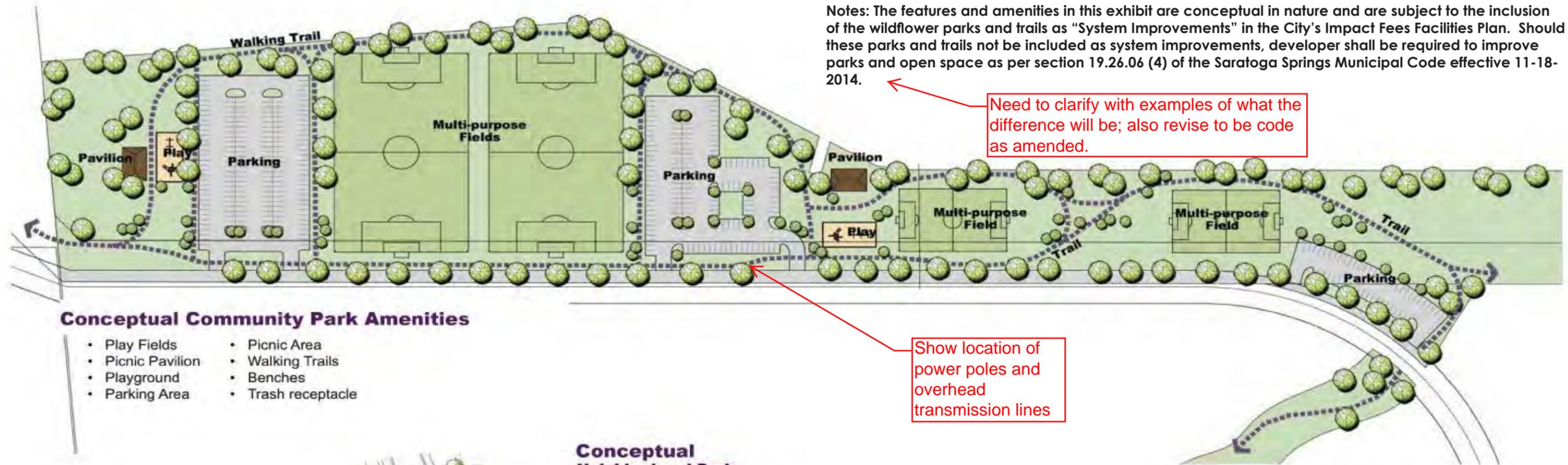
EXHIBIT FIVE: Open Space and Primary Trails

Notes: The features and amenities in this exhibit are conceptual in nature and are subject to the inclusion of the wildflower parks and trails as "System Improvements" in the City's Impact Fees Facilities Plan. Should these parks and trails not be included as system improvements, developer shall be required to improve parks and open space as per section 19.26.06 (4) of the Saratoga Springs Municipal Code effective 11-18-2014.

Need to clarify with examples of what the difference will be; also revise to be code as amended.

Show location of power poles and overhead transmission lines

Not sure what this exhibit is illustrating

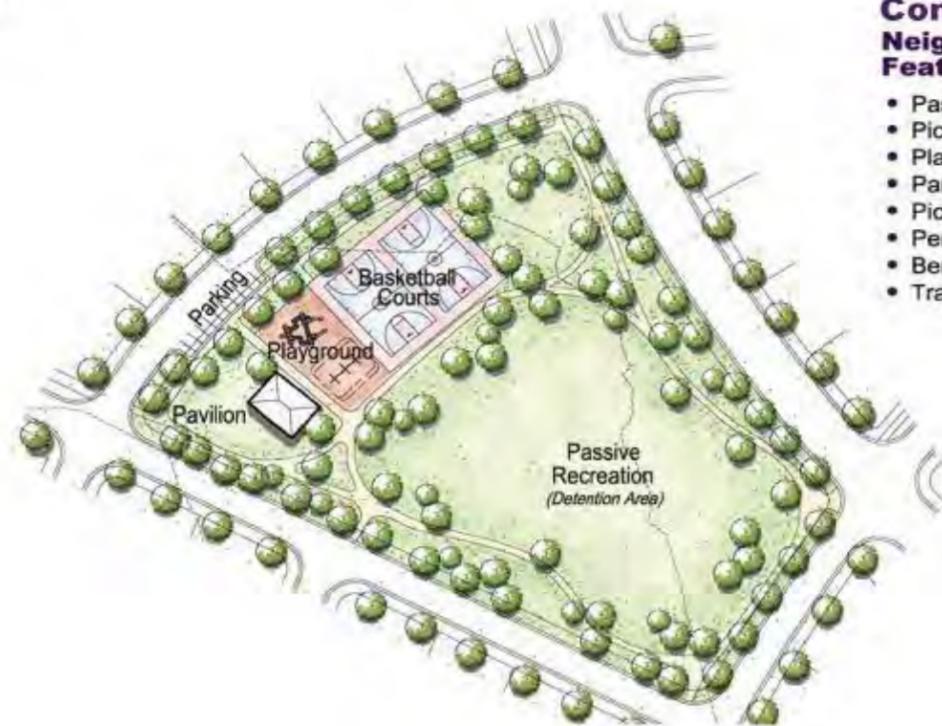


Conceptual Community Park Amenities

- Play Fields
- Picnic Pavilion
- Playground
- Parking Area
- Picnic Area
- Walking Trails
- Benches
- Trash receptacle

Conceptual Neighborhood Park Features & Amenities

- Passive Recreation Area
- Picnic Pavilion
- Playground
- Parking Area
- Picnic Area
- Perimeter Walk
- Benches
- Trash Receptacles



Edge Conditions and Buffers

The open space concept for Wildflower allows for considerable buffer strips, **the largest being on the southern edge of the project, the eastern edge** between the planned residential neighborhoods and future commercial space will incorporate a buffer that provides needed transition between land uses. On the northern border of the project, because of safety and connectivity concerns, the 20' open space buffer should be utilized as on-street trails and park lawns. Placing trails around the freeway will allow for the space to be utilized in the best possible way for the Wildflower community.

no southern or eastern buffer shown on map



Park Standards

Parks should be developed for both active and passive recreation activities, taking into consideration the demographic profile of residents. Parks should be generally located as per the included Conceptual Plan and should be accessible from the interconnecting neighborhood trails, sidewalks or low-volume residential streets. Benches, shaded areas, trash receptacles, picnic tables and neighborhood trail accesses are appropriate park enhancements. Exhibit four shows an example layout for the southwest section of the development, showcasing ideal community and neighborhood park details. ~~These enhancements and details are subject to the inclusion of the Wildflower parks and trails as "system improvements" in the City's impact fees facilities plan. The open space identified on Exhibit 3 will be included by the City within the City's impact fees facilities plan, with the market value of the land and improvement costs being reimbursed to the developer of such open space in accordance with customary reimbursement agreement(s). The opens space identified on Exhibit Four will be included by the City within the City's impact fees facilities plan, with the market value of the land and improvment costs being reimbursed to the developer of such open space in accordance with customer reimbursment agreement(s).~~ Should these parks and trails not be included as system improvments, developer shall be required to improve these parks ad open space as per section 19.26.06 (4) of the Saratoga Springs Municipal Code.

Clarify difference

The Saratoga Springs City Center District Area Plan designates that each open space must be labeled with a type and include the following details:

- Description
- Size
- Service
- Examples

These areas are to be addressed in the more specific "Village Plan" design documents, in each ensuing development phase. Examples of the various type of parks and open space are listed generally as follows:

Verify that they all comply with 19.26 and don't include things like setbacks between buildings.



Entrance Feature Node

The formal entrance to a residential community that showcases neighborhood identity through landscaping, monuments or signage and green space.

Size: Up to ¼ acre

Service: Varies depending on neighborhood size

For all, set a minimum but size, allow flexibility to go bigger



Pocket Park

These small parks allow for people to gather, relax or to enjoy the outdoors. The spaces can have simple elements such as benches and a few trees or include fun elements like playground equipment, climbing boulders and lawn berms. Parks should strive to accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.

Size: 2,500 s.f. to 1 acre

Service: ¼ mile radius



Neighborhood Park

The neighborhood park can be the focus of a neighborhood, providing an informal recreation space or gathering area for the community's residents. They should serve as extensions of the neighborhood around them; the park design should create a sense of place that enhances neighborhood and community identity.

Size: 1 to 3 acres

Service: ¼ to ½ mile radius

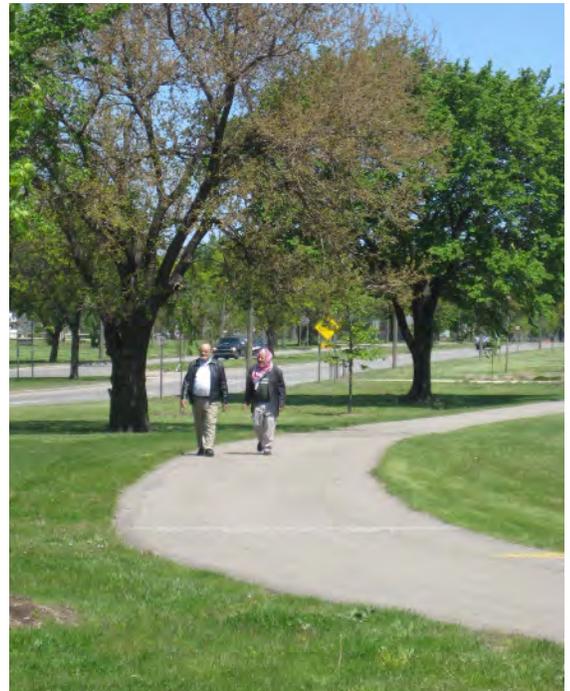


Greenway

A linear open space feature with passive and active recreational elements designed to incorporate the space located around or within a natural resource area.

Size: Varies

Service: Varies



Parkway

A street that is often tree-lined and landscaped, preferably in the center median. The parkway provides a safe and comfortable avenue for pedestrians and cyclists.

Size: Varies

Service: Varies

Clarify that it does not include the actual street.



Connector Trail

Sidewalk connections used by pedestrians and cyclists to link to main trail and open space network. Exhibit seven features ideal walking, paved and unpaved trails.

Size: Varies

Service: Varies

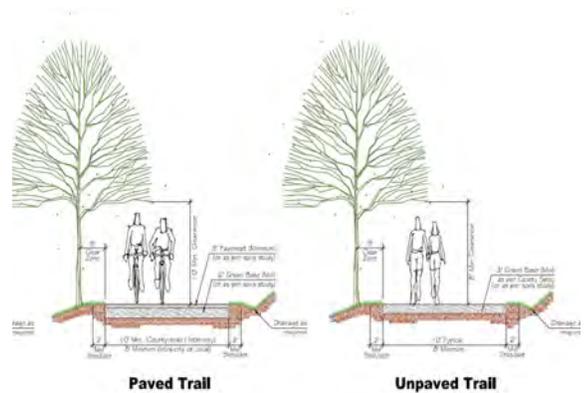
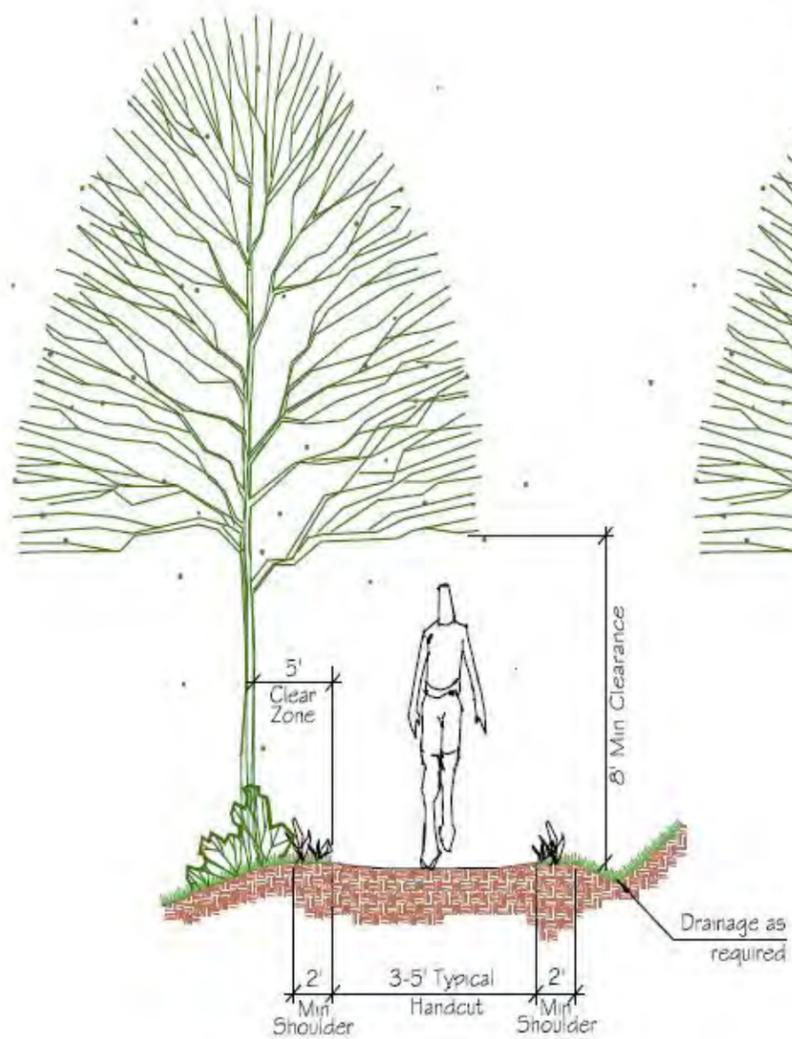
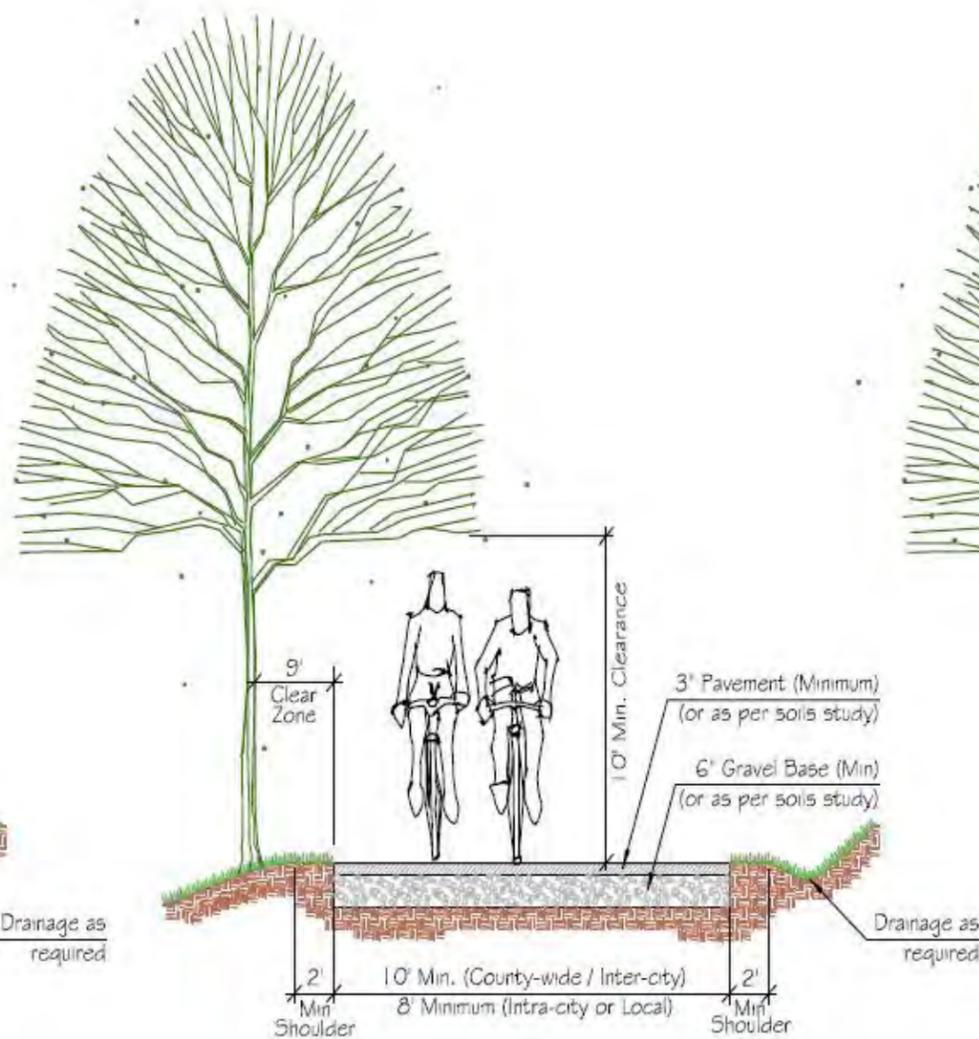


EXHIBIT SIX: Connector Trail

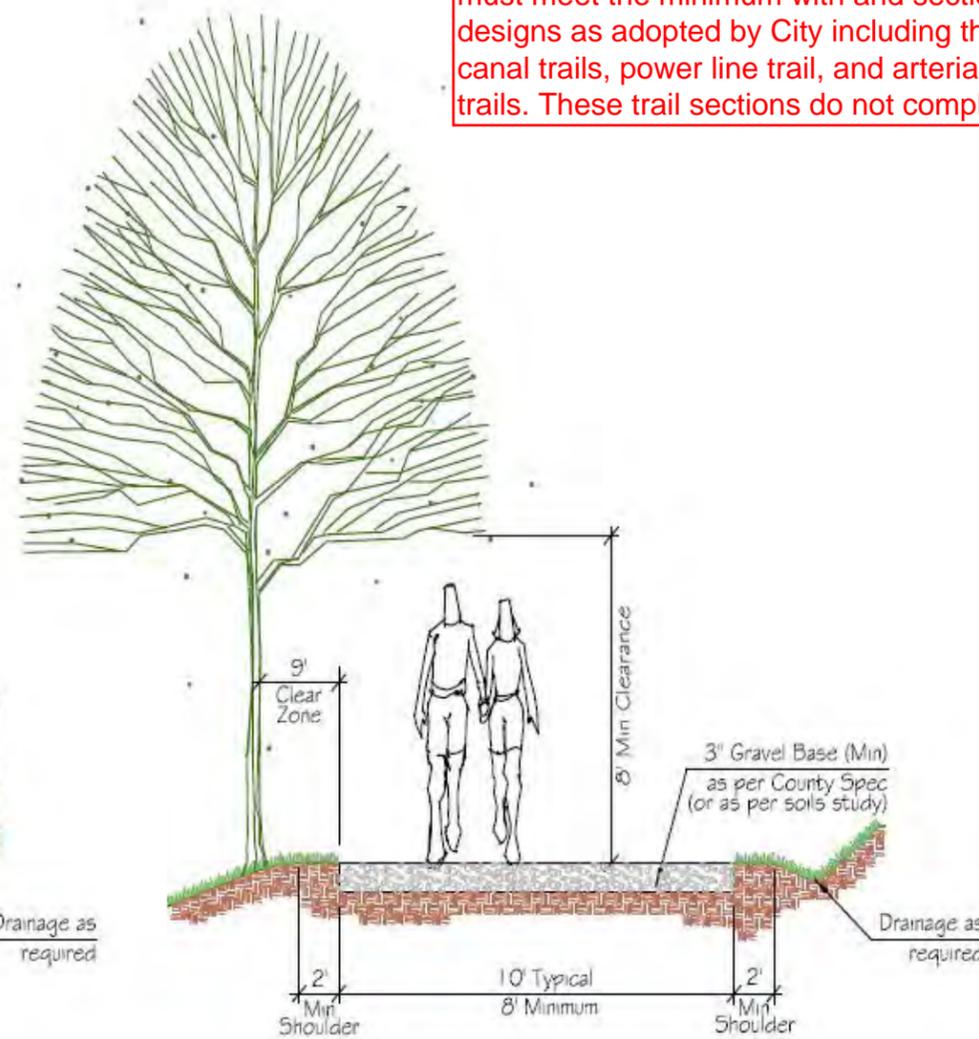
Regional trails on the City's master plan must meet the minimum with and section designs as adopted by City including the canal trails, power line trail, and arterial trails. These trail sections do not comply.



Walking Trail



Paved Trail



Unpaved Trail

Wayfinding

Wayfinding can be defined as spatial problem solving and definition; it contributes to creating the identity of each neighborhood that is different from the others in the community.

Three criteria determine if a person can navigate a space.

First, whether the navigator can discover or infer his/her present location; second, whether a route to the destination can be found; and third, how well the person can accumulate wayfinding experience in the space.

The following principals can be achieved by inserting landmarks that can be used to provide orientation cues and memorable locations, creating regions of differing visual character, providing signs at decision points to help wayfinding decisions and using sight lines to show what's ahead.

Purpose:

- Assist Wildflower residents and visitors in locating residential, commercial, open space and parking destinations.
- Enhance the pedestrian and bicyclist environment in the community.
- Add to the safety, appeal and sense of community ownership of the streetscape.

Signage/Monuments

All signage will be part of the Village Plan process.



not just residential

Design Standards

Standard Street Light Details

This project will conform to the Saratoga Springs ~~Residential Street Light Details~~. ~~Along with the Street Light Details~~, The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community. The purpose of Dark Sky is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, productivity, enjoyment and commerce while preserving the ambiance of the night.

- Curtail and reverse any degradation of the nighttime visual environment and the night sky.
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary.
- Conserve energy and resources to the greatest extent possible.
- Help protect the natural environment from the damaging effects of night lighting.
- Conserve energy and resources to the greatest extent possible.
- All outdoor lighting fixtures (luminaires) shall be installed in conformance with this Regulation and with the provisions of the Building Code, Electrical Code, and the Sign Code, as applicable and under permit and inspection, if such is required.
- ~~Fully Shielded~~ A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane as determined by Military base, camp or installation Ordinance photometric test or certified by the manufacturer. A fully shielded fixture is not necessarily cut off.

Not fully shielded, must be full cutoff per IESNA and City standards

Much of this is not necessary; duplicative, unclear, and potentially contradictory with the Code.



Fencing and Buffer Treatments

and walls/hedges

of

- Fencing exceeding three feet in height may not be erected in any front yard space OR any residential lot.
- A solid fence, wall or hedge alongside property lines shall be no greater than 6 feet in height.
- A solid fence, wall or hedge along rear property lines where there is no alley or rear lane shall be no greater than 6 feet in height.
- Chain link fencing is prohibited.
- Fencing around the perimeter of the property shall be consistent in terms of color, style and material with the Wildflower Community Plan.
- Fencing material shall be masonry, stone vinyl, wrought iron, composite material or other material approved by the WDRC. Use of landscaping materials for hedges and fencing is encouraged.
- Semi-private fencing shall be required along all trail corridors and open space with the exception that those areas that abut and parallel an arterial road may be allowed to install privacy fencing as allowed by the Land Use Authority.



Street Names and Thoroughfares

This sentence is out of context with street names

~~The Wildflower Community Plan's design started with the knowledge that both Saratoga Springs and UDOT desired to bisect the property with the Mountain View Corridor.~~ To assist in incorporating these roads and thoroughfares into the project's landscape theme and identity street names will come from Utah wildflowers. Some Utah wild flowers include:

- Bluebell
- Buttercup
- Paintbrush
- Yarrow
- Violet

These names will strengthen the community theme and assist in cognitive mapping and project identity. Ideally each Village Plan will share a specific theme that will assist in wayfinding for residents and visitors. Exhibit eight ~~portrays Saratoga Springs City standard cross sections.~~

Transportation

Exhibit 8 includes a frontage road design which is not a city standard cross section

A transportation plan shown in the Wildflower Traffic Impact Study, located in the Thoroughfare Plan section, will show a network of thoroughfares identifying wayfinding elements, entrance monumentation and traffic calming elements, incorporating multimodal transportation elements that focus on sustainable and well-designed pedestrian oriented neighborhoods and thoroughfares. See Exhibits eight and nine for an example of a Three-Lane System Collector, a Local Street and a Minor Arterial Road. ~~All arterial and collector roads identified in Exhibits eight and nine are to be included as system improvements in the City's impact fees facilities plan.~~

Traffic Impact

This TIS must be revised per the new layout, it is now outdated.

Hales Engineering conducted a traffic study of the project. See Exhibit Ten for a Trip Generation Table (Pg.21) The traffic analysis was performed weekday morning (7:00 – 9:00a.m.) and afternoon (4:00 to 6:00p.m.) peak period traffic counts at the following intersections:



- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73

These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined between the hours of 5:00 and 6:00pm. All study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85)/Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at 800 West/SR-73 intersection is almost 500 feet.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed. The study area was defined based on conversations with the development team.

This study was scoped to evaluate operational performance impacts of the project following intersections:

- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73
- South Project Access/SR-73

The resulting distribution of project generated trips is as follows:

To/From Project:

- 30% North
- 40% East (via 2100 North)
- 20% South
- 10% west





Wildflower Revised

Traffic Impact Study



Saratoga Springs, Utah

June 2014

UT14-602

2975 West Executive Pkwy, Ste. 151 Lehi, Utah 84043 p. 801/ 766.4343
www.halesengineering.com



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Wildflower development in Saratoga Springs, Utah. The proposed development is an 800 acre parcel located west of the Harvest Hills subdivision and north of SR-73.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2014) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 2100 North (SR-85) / Redwood Road (SR-68)
- Harvest Hills / Redwood Road (SR-68)
- 800 West / SR-73

These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined to be between the hours of 5:00 and 6:00 p.m.

As shown in Table ES-1, all study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at the 800 West / SR-73 intersection is almost 500 feet.

Project Conditions Analysis

The exact number of residential units are shown on the concept plan and are included here. The commercial, office, and mixed use square footage was estimated for the project using Floor to Area Ratios (FAR). The proposed land use for the development has been identified as follows:

- | | |
|--|-----------|
| • Single Family Detached Housing: | 820 units |
| • Residential Condominium / Townhouse: | 945 units |

no longer correct;
also next page no
longer correct.



- Apartment (Mixed-use):
- Shopping Center:
- Office Building:
- Office Building (Mixed-use):
- Shopping Center (Mixed-use):

What are the comm numbers based on?

30 units
1,173,400 sq. ft.
968,400 sq. ft.
11,100 sq. ft.
9,300 sq. ft.

The total trip generation for the proposed development is as follows:

- Daily Trips: 50,452
- a.m. peak Hour Trips: 2,648
- p.m. Peak Hour Trips: 5,119

Existing (2014) Plus Project Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection deteriorates to LOS E during the p.m. peak hour. All other study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the westbound direction at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over 1,000 feet long during the p.m. peak hour. The 95th percentile queue in the southbound direction at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection is anticipated to be almost 700 feet long.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F. Many of the accesses along Redwood Road (SR-68) will continue operating at poor levels of service during the p.m. peak hour. The 95th percentile queue at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over ¼ mile during the p.m. peak hour. No other significant queuing is anticipated at the study intersections.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS F. The other study intersections are anticipated to continue to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at the 2100 North (SR-85) / Redwood Road (SR-68) intersection are anticipated to be over ¼ mile in all directions. The 95th percentile queues at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection are anticipated to be over 700 feet in both the north and southbound directions.



Future (2040) Background Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. No significant queuing is anticipated at any of the study intersections.

Future (2040) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the eastbound and southbound directions at the 1200 West / SR-73 intersection are both anticipated to be over 600 feet long during the p.m. peak hour. No other significant queuing is anticipated.

Part of page is cut off

Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Background	Future 2040 Plus Project
Description	LOS (Sec/Veh ¹)					
1200 West / SR-73 ²	D (51.8)	E (61.0)	F (> 80)	F (> 80)	-	-
1200 West / SR-73 ³	C (30.7)	C (33.3)	D (39.3)	D (49.0)	B (17.3)	D (40.3)
800 West / SR-73 ³	C (28.4)	-	-	-	-	-
1200 West / SR-73	-	C (25.7)	C (27.6)	C (27.8)	C (27.0)	D (40.5)

1 LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized and all-way stop controlled intersections and the worst approach for signalized intersections.
2 This intersection will become a grade separated interchange with the 2100 North & M/C freeways and was not analyzed in the future 2040 conditions.
3 This intersection will be removed or realigned as part of the SR-73 reconstruction project with Pioneer Crossing in 2014 - 2015 and was only analyzed in the 2014 Background conditions.
4 Parsons Brinckerhoff & Associates, Inc. Engineering, May 2014

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2014) Background Conditions Analysis

No mitigation measures are recommended.



Existing (2014) Plus Project Conditions Analysis

It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is already dual left-turn lanes in the westbound and southbound directions). A separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.

Future (2020) Background Conditions Analysis

The MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2020) Plus Project Conditions Analysis

As mentioned previously, the MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2040) Background Conditions Analysis

No mitigation measures are recommended.

Future (2040) Plus Project Conditions Analysis

No mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- All study intersections are currently operating at acceptable levels of service.
- With project traffic added, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS E during the p.m. peak hour.
- It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is already dual left-turn lanes in the westbound and southbound directions). A



separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.

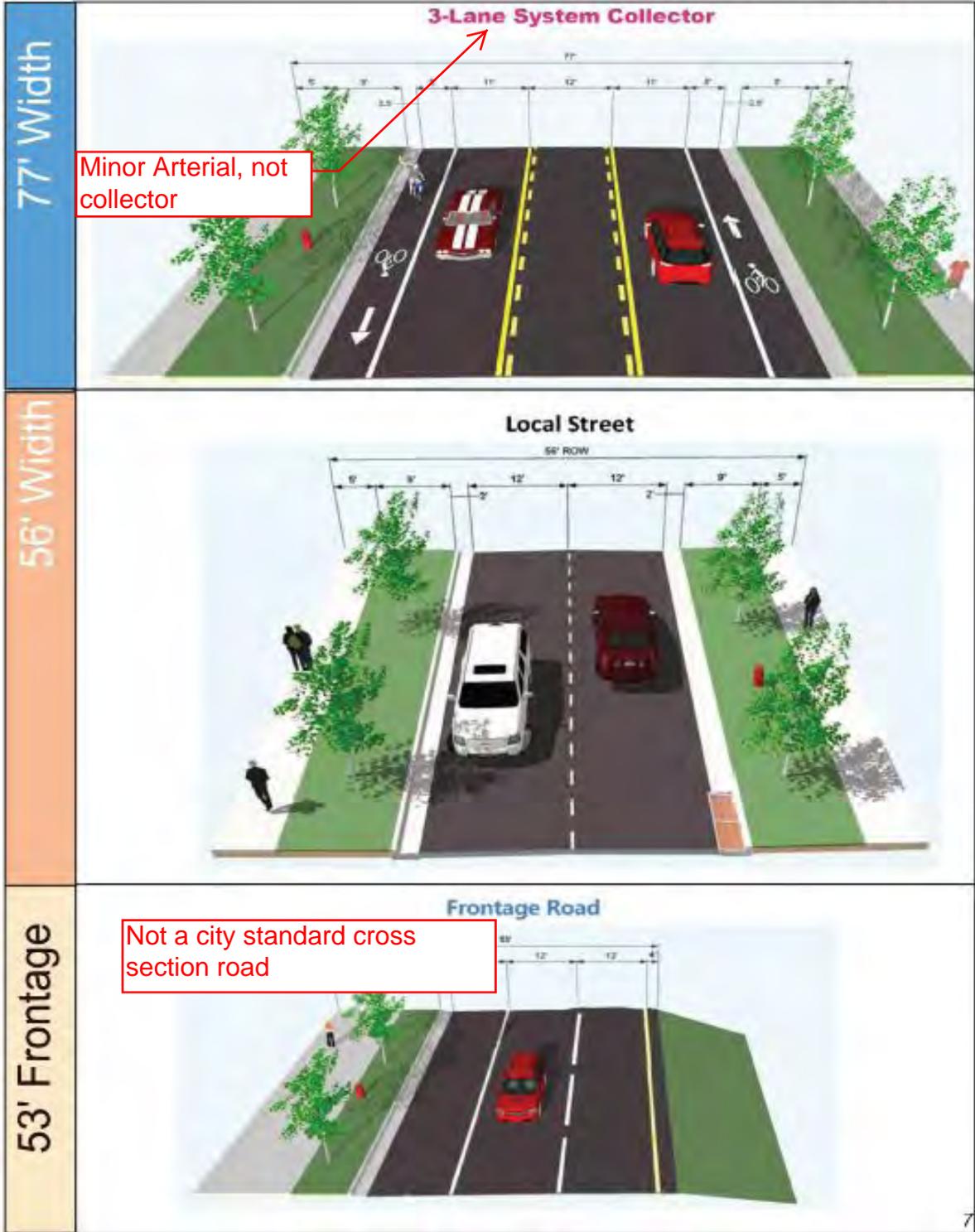
- Future 2020 conditions were also analyzed. By 2020, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F.
- In the 2020 plus project scenario, assuming all of the residential phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- Future 2040 conditions were also analyzed. By 2040, the Mountain View Corridor and 2100 North (SR-85) freeways are anticipated to be completed. These freeways draw traffic away from Redwood Road, significantly reducing the projected volumes on that road. All study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- In the 2040 plus project scenario, assuming all phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.



This is an incomplete list of City cross sections, either include all or none. Missing arterial.

EXHIBIT EIGHT: Road Cross Sections

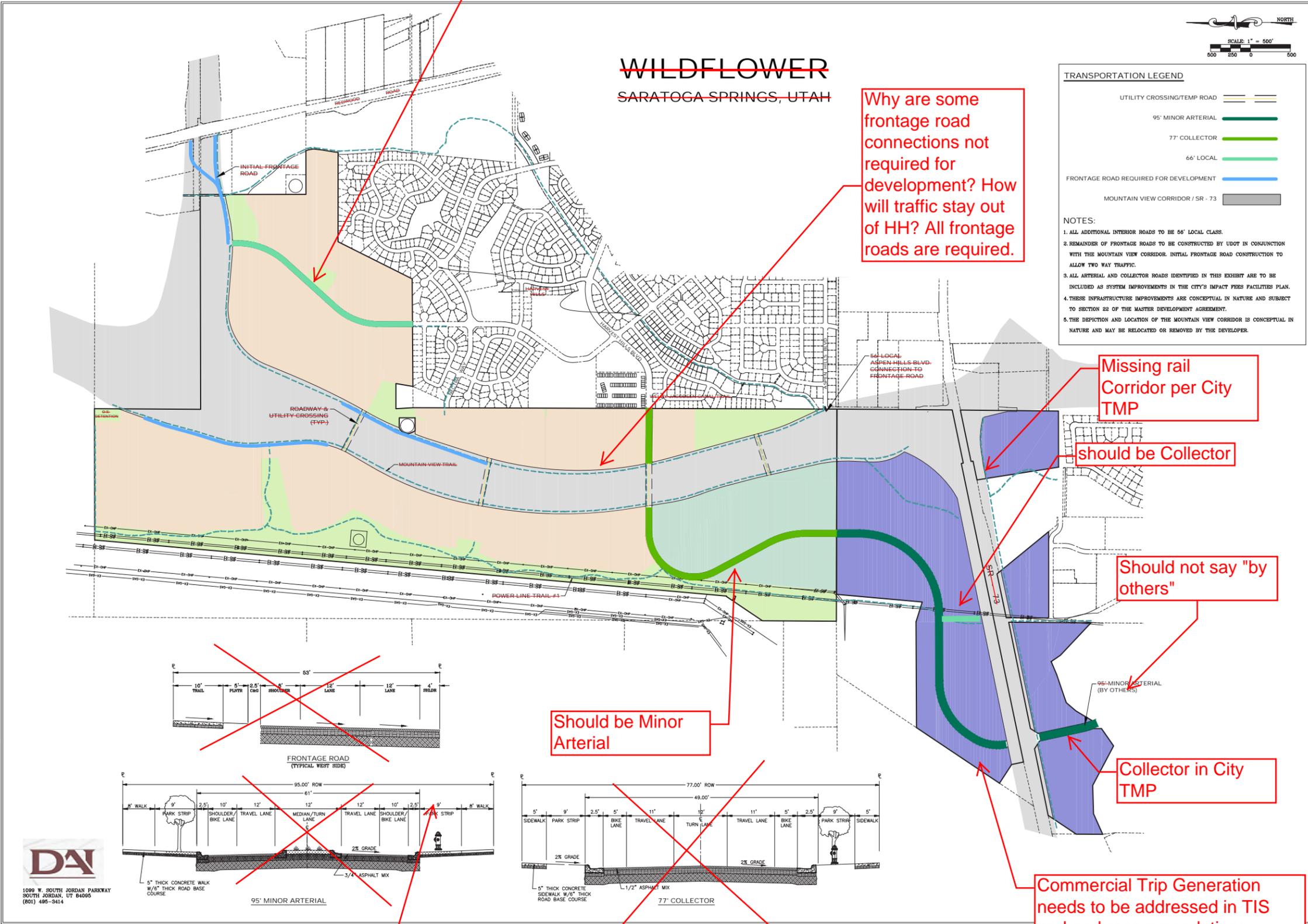
Road Cross-sections:



Not consistent with City TMP

Not a road on City TMP

EXHIBIT NINE: System Roadway



Why are some frontage road connections not required for development? How will traffic stay out of HH? All frontage roads are required.

Missing rail Corridor per City TMP

should be Collector

Should not say "by others"

Should be Minor Arterial

Collector in City TMP

Commercial Trip Generation needs to be addressed in TIS and and recommendations included in this exhibit

Include on Exhibit 8, do not repeat on this map to avoid contradictory info

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www.lei-eng.com

WILDFLOWER
SARATOGA SPRING, UTAH
SYSTEM ROADWAY EXHIBIT

REVISIONS	
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2-13-2

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BLS-TJP

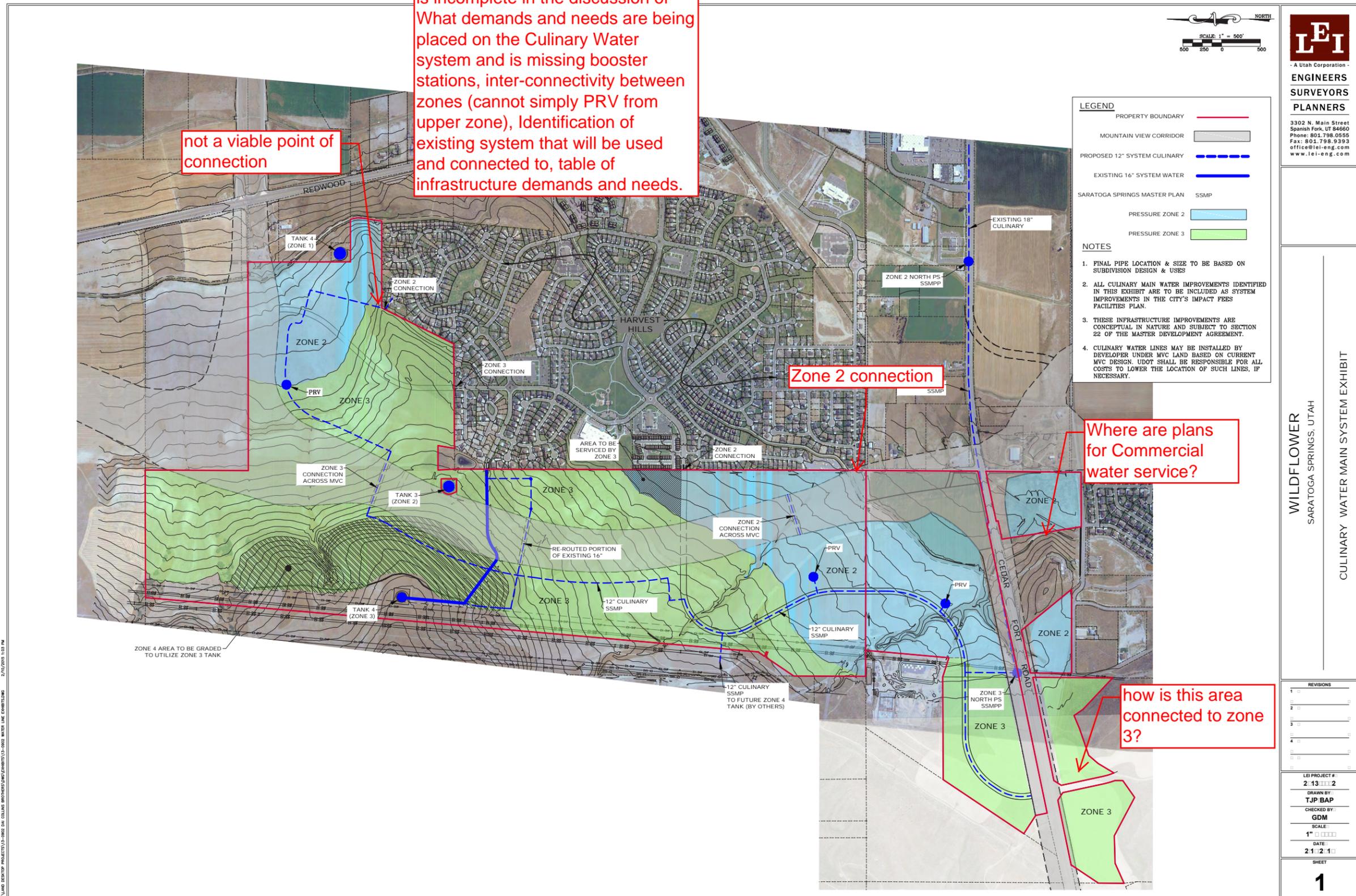
CHECKED BY:
GDM

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1" = 500'

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2-1-2-1

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1

EXHIBIT TEN: Culinary Water Main System



This plan and the Community Plan is incomplete in the discussion of What demands and needs are being placed on the Culinary Water system and is missing booster stations, inter-connectivity between zones (cannot simply PRV from upper zone), Identification of existing system that will be used and connected to, table of infrastructure demands and needs.

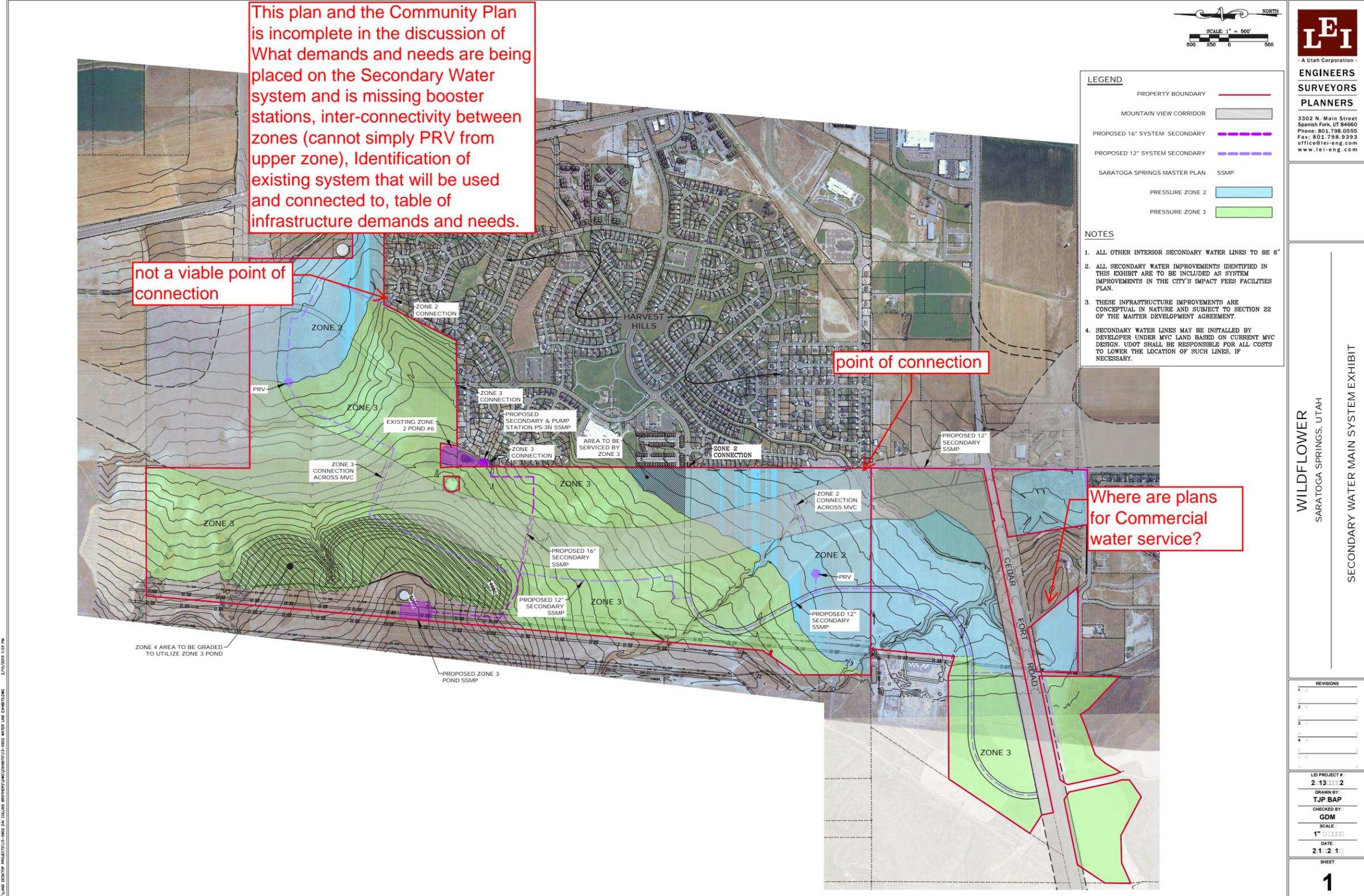
not a viable point of connection

Zone 2 connection

Where are plans for Commercial water service?

how is this area connected to zone 3?

EXHIBIT ELEVEN: Secondary Water System



This plan and the Community Plan is incomplete in the discussion of What demands and needs are being placed on the Secondary Water system and is missing booster stations, inter-connectivity between zones (cannot simply PRV from upper zone), Identification of existing system that will be used and connected to, table of infrastructure demands and needs.

not a viable point of connection

point of connection

Where are plans for Commercial water service?

U:\LAND DESKTOP PROJECTS\13-0902 DR. COLLINS BROOKSIDE\DWG\13-0902 WATER LINE EXHIBIT11.DWG 2/10/2021 1:03 PM

EXHIBIT TWELVE: Master Sewer

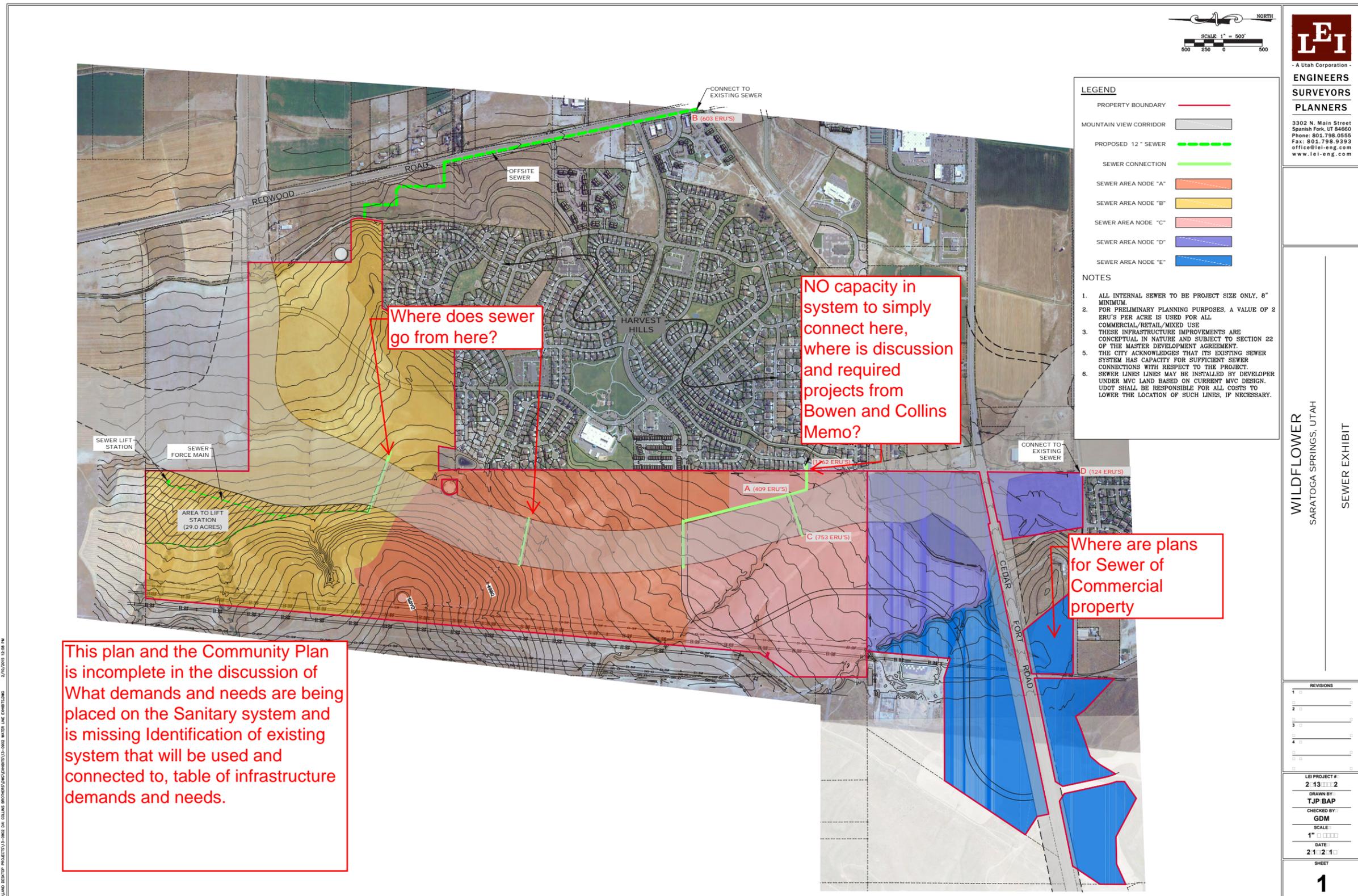
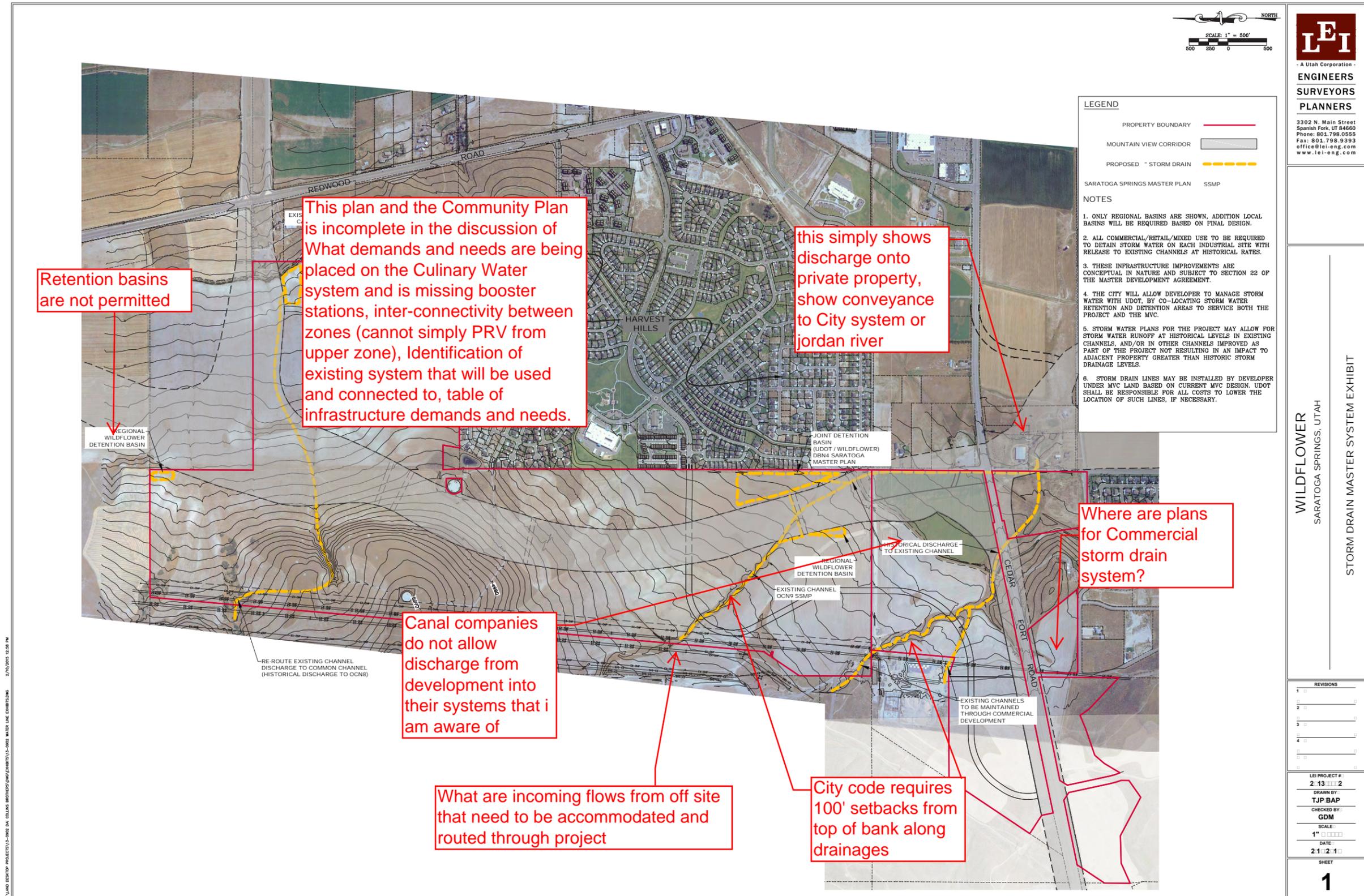


EXHIBIT THIRTEEN: Master Storm Drain



Retention basins are not permitted

This plan and the Community Plan is incomplete in the discussion of What demands and needs are being placed on the Culinary Water system and is missing booster stations, inter-connectivity between zones (cannot simply PRV from upper zone), Identification of existing system that will be used and connected to, table of infrastructure demands and needs.

this simply shows discharge onto private property, show conveyance to City system or Jordan river

Where are plans for Commercial storm drain system?

Canal companies do not allow discharge from development into their systems that i am aware of

What are incoming flows from off site that need to be accommodated and routed through project

City code requires 100' setbacks from top of bank along drainages

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 office@lei-eng.com
 www.lei-eng.com

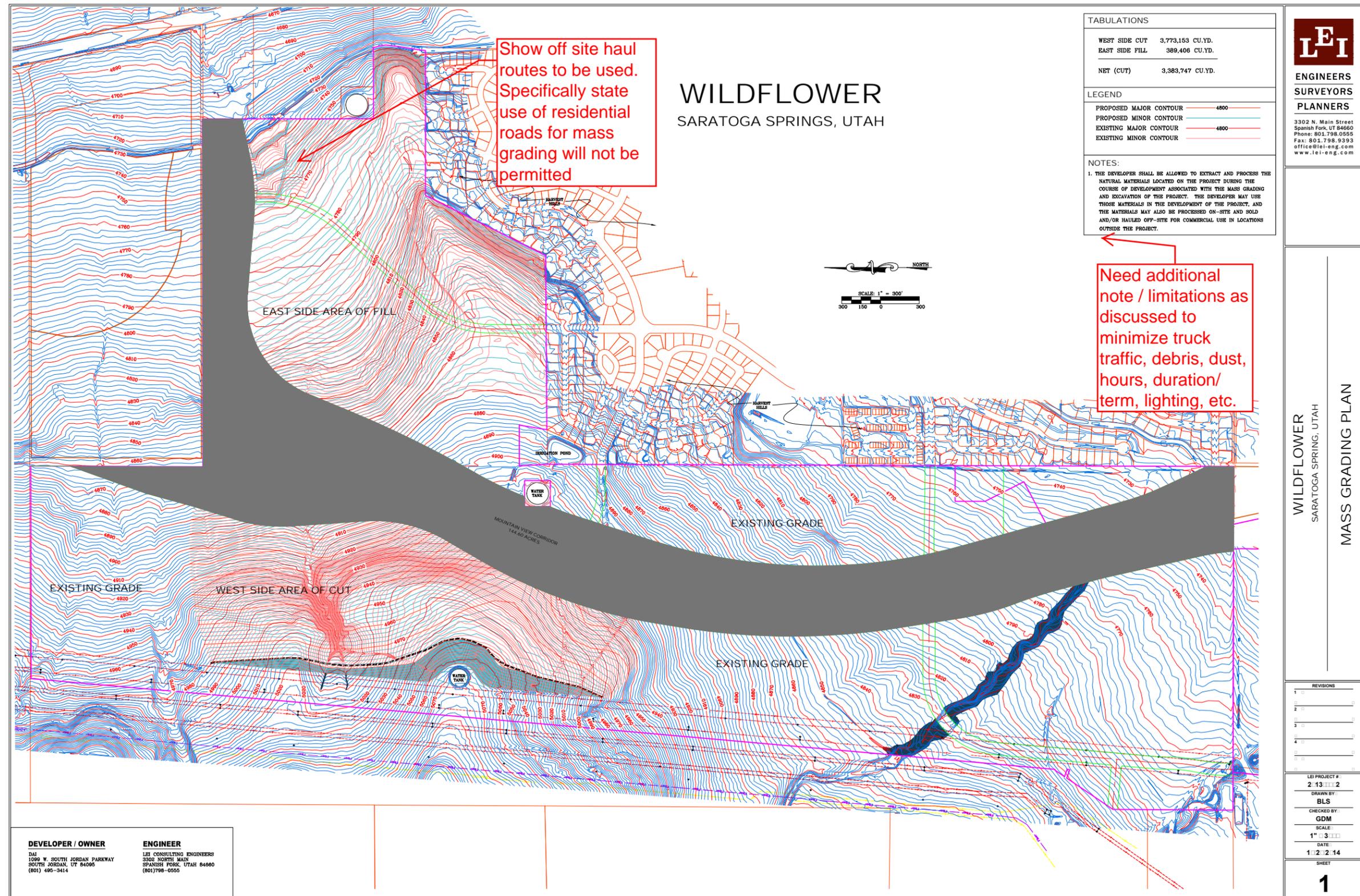
WILDFLOWER
 SARATOGA SPRINGS, UTAH
 STORM DRAIN MASTER SYSTEM EXHIBIT

NO.	REVISIONS
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LEI PROJECT #:
2-13-11-2
 DRAWN BY:
TJP BAP
 CHECKED BY:
GDM
 SCALE:
1" = 500'
 DATE:
2-1-10
 SHEET

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EXHIBIT FOURTEEN: Mass Grading Plan



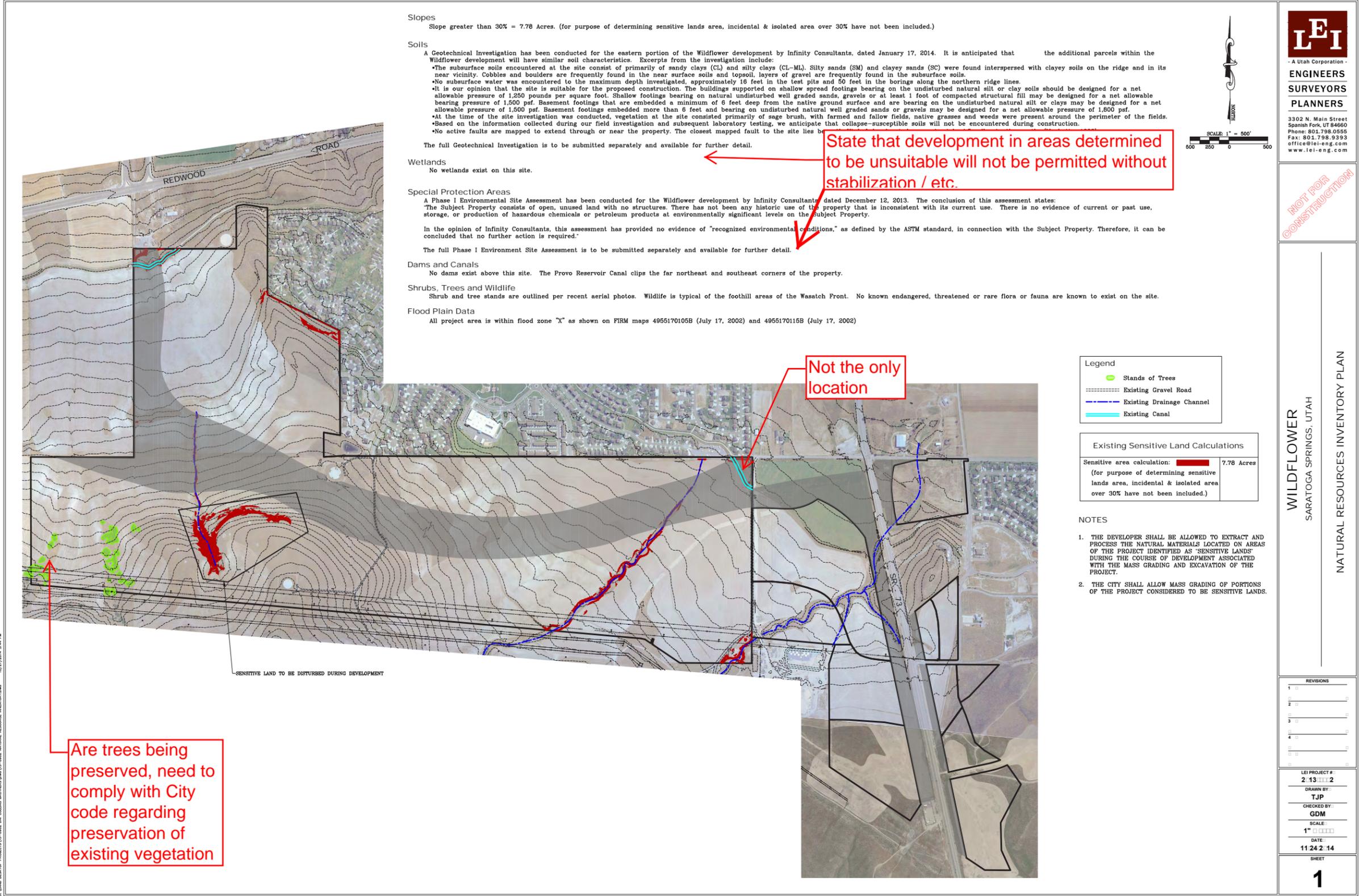
Environmental

An Environmental Site Assessment was conducted by Infinity Consultants. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- Utilities such as water, sewer, electricity and gas are available in the streets of the Harvest Hill Subdivision to the east of the Subject Property. ← **With capacity limitations**
- Surficial soils were visually inspected and appear to be sandy silts with gravel and boulders at higher elevations. The property is covered by native grasses, weeds, and plowed fields.
- The property slopes gradually and changes several hundred feet from its high point in the northwest to lowest points in the northeast and south. The slope is much steeper in the north west, in the vicinity to the westernmost City water tank.
- An irrigation canal runs through the Subject Property at two locations, First in the southern part of the property just north of and then crossing Cedar Fort Road, then second in the northeast portion of the property.
- All drainages crossing the property seem to end at the irrigation canal.
- There are high power electrical transmission lines bordering the west boundary of the Subject Property.
- There are no constructed structures on the entire property or evidence of past structures.
- The Central Utah Eater Conservancy District is currently constructing a large culinary water storage tank just west of the Subject Property at about 8800 North. Buried culinary water pipes are being installed across the Subject Property to supply this tank.



EXHIBIT FIFTEEN: Natural Resources Inventory Plan



Slopes
Slope greater than 30% = 7.78 Acres. (for purpose of determining sensitive lands area, incidental & isolated area over 30% have not been included.)

Soils
A Geotechnical Investigation has been conducted for the eastern portion of the Wildflower development by Infinity Consultants, dated January 17, 2014. It is anticipated that the additional parcels within the Wildflower development will have similar soil characteristics. Excerpts from the investigation include:
 •The subsurface soils encountered at the site consist of primarily of sandy clays (Cl) and silty clays (Cl-Ml). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
 •No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
 •It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural undisturbed well graded sands, gravels or at least 1 foot of compacted structural fill may be designed for a net allowable bearing pressure of 1,500 psf. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clays may be designed for a net allowable pressure of 1,500 psf. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravels may be designed for a net allowable pressure of 1,800 psf.
 •At the time of the site investigation was conducted, vegetation at the site consisted primarily of sage brush, with farmed and fallow fields, native grasses and weeds were present around the perimeter of the fields.
 •Based on the information collected during our field investigation and subsequent laboratory testing, we anticipate that collapse-susceptible soils will not be encountered during construction.
 •No active faults are mapped to extend through or near the property. The closest mapped fault to the site lies to the west.
 The full Geotechnical Investigation is to be submitted separately and available for further detail.

Wetlands
No wetlands exist on this site.

Special Protection Areas
A Phase I Environmental Site Assessment has been conducted for the Wildflower development by Infinity Consultants dated December 12, 2013. The conclusion of this assessment states:
 The Subject Property consists of open, unused land with no structures. There has not been any historic use of the property that is inconsistent with its current use. There is no evidence of current or past use, storage, or production of hazardous chemicals or petroleum products at environmentally significant levels on the Subject Property.
 In the opinion of Infinity Consultants, this assessment has provided no evidence of "recognized environmental conditions," as defined by the ASTM standard, in connection with the Subject Property. Therefore, it can be concluded that no further action is required.
 The full Phase I Environment Site Assessment is to be submitted separately and available for further detail.

Dams and Canals
No dams exist above this site. The Provo Reservoir Canal clips the far northeast and southeast corners of the property.

Shrubs, Trees and Wildlife
Shrub and tree stands are outlined per recent aerial photos. Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened or rare flora or fauna are known to exist on the site.

Flood Plain Data
All project area is within flood zone "X" as shown on FIRM maps 4955170105B (July 17, 2002) and 4955170115B (July 17, 2002)

State that development in areas determined to be unsuitable will not be permitted without stabilization / etc.

Not the only location

Are trees being preserved, need to comply with City code regarding preservation of existing vegetation

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www.lei-eng.com

NOT FOR CONSTRUCTION

WILDFLOWER
SARATOGA SPRINGS, UTAH
NATURAL RESOURCES INVENTORY PLAN

Legend

- Stands of Trees
- Existing Gravel Road
- Existing Drainage Channel
- Existing Canal

Existing Sensitive Land Calculations	
Sensitive area calculation:	7.78 Acres
(for purpose of determining sensitive lands area, incidental & isolated area over 30% have not been included.)	

- NOTES
1. THE DEVELOPER SHALL BE ALLOWED TO EXTRACT AND PROCESS THE NATURAL MATERIALS LOCATED ON AREAS OF THE PROJECT IDENTIFIED AS "SENSITIVE LANDS" DURING THE COURSE OF DEVELOPMENT ASSOCIATED WITH THE MASS GRADING AND EXCAVATION OF THE PROJECT.
 2. THE CITY SHALL ALLOW MASS GRADING OF PORTIONS OF THE PROJECT CONSIDERED TO BE SENSITIVE LANDS.

REVISIONS

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LEI PROJECT #:
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DRAWN BY:
TJP
CHECKED BY:
GDM
SCALE:
1" = 500'
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11/24/2014
SHEET
1

UTAH DEPT OF PROJECTS 13-002 ON COLLINE BENCHMAPS 13-002 NATURAL RESOURCE INVENTORY 10/27/2014 3:44 PM

Soils Report

A partial Geotechnical Investigation was conducted by Infinity Consultants; additional Geotechnical Studies will be provided for each development area prior to any mass grading. The City does not guarantee that all land is developable and will require complete geotechnical data for each Village Plan. See Exhibit Nineteen. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- It is our opinion that the site is suitable for the proposed construction.
- The subsurface soils encountered at the site consist of primarily sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel re frequently found in the subsurface soils.
- No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
- ~~For this property, a minimum roadway profile consisting of 3 inches of asphalt over 7 inches of road base on compacted native material is recommended for residential streets.~~

Does not meet City specs. The community plan should not get to this level of detail. Can only be determined when full construction drawings are submitted and is road specific.

The project lies entirely within the City defined Wildland/Urban Interface area attached in Exhibit Twenty. At the time a Village Plan is submitted, a Fire Protection Plan in accordance with the Wildland-Urban Interface Code shall be prepared to assess site specific wildfire risk. This assessment includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

May have to be preliminary / final plat with more specifics on mitigation and buffers.



GEOTECHNICAL INVESTIGATION

A 157 ACRE PORTION OF THE
WILDFLOWER DEVELOPMENT
PLUS THE MYRNA GRANT PROPERTIES

SARATOGA SPRINGS, UTAH

PREPARED FOR:

DAI MANAGERS, LLC

January 17, 2014



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

wrong aceage

EXECUTIVE SUMMARY

- 1 Wildflower is a proposed 184 acre development located west of Redwood Road approximately 1.5 miles north of highway 73 (Lehi Main Street/Cedar Fort Road) in Saratoga Springs Utah. The project area is located on the northern and western borders of the Harvest Hills subdivision and consists of a northern region and a southern region that are joined by a narrow neck of property. The northern region slopes generally to the east by north east and has some steep slopes. The southern region of the property predominantly slopes to the southeast with mild slopes. Approximately 70 percent of the property was previously farmed. The remaining 30 percent of the property is undisturbed rangeland with wild grasses and sage brush.
- 2 The subsurface soils encountered at the site consist of primarily of sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
- 3 No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
- 4 It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural undisturbed well graded sands, gravels or at least 1 foot of compacted structural fill may be designed for a net allowable bearing pressure of 1,500 psf. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clays may be designed for a net allowable pressure of 1,500 psf. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravels may be designed for a net allowable pressure of 1,800 psf.
- 5 For this property, a minimum roadway profile consisting of 3 inches asphalt over 7 inches of road base on compacted native material is recommended for residential streets. The standard Saratoga Springs City residential roadway section satisfies this requirement. Soft areas in native subgrade should be removed and replaced with properly compacted structural fill.
- 6 Additional geotechnical information related to foundations, subgrade preparation, pavement design, retaining walls, and materials is included in Section 4 of this report.



EXHIBIT SEVENTEEN: ~~Traffic~~ Wildland/Urban Interface

