

**CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING**

Tuesday, March 3, 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. Consent Calendar:
 - a. Bid Results for the South Secondary Well.
 - b. Resolution R15-7 (3-3-15): A Resolution of the City Council of the City of Saratoga Springs, Utah, regarding the Temporary Appointment of Justice Court Judges.
 - c. Consideration and Possible Approval of the Final Plat and Phasing Plan Revisions for Mallard Bay Plat 1 located at 2800-3000 South Redwood, Holmes Homes, applicant.
 - d. Resolution R15-8 (3-3-15): Addendum to resolution of the City of Saratoga Springs pertaining to the City Street Lighting Special Improvement District to include additional subdivision lots. (Mallard Bay Plat 1)
 - e. Minutes:
 - i. January 27, 105
 - ii. February 17, 2015.
 - iii. February 24, 2015.
2. Consideration and Possible Approval of the Real Estate Purchase Agreement with Utah County for Inlet Park and the Jordan River Radio Controlled Flying Field.
 - a. Resolution R15-9 (3-3-15): A resolution of the City Council of the City of Saratoga Springs, Utah, regarding approval of the Real Estate Purchase Agreement with Utah County of Inlet Park and Jordan River Radio Controlling Flying Field; and establishing an effective date.
3. Consideration and Possible Approval of Road Dedications for Swainson Avenue and Wildlife Boulevard.
4. Annexation, Rezone and Master Development Agreement for The Springs located at West of Wildflower and Harvest Hills, South of Camp Williams, Western States Ventures, applicant.
 - a. Public Hearing re: Annexation, Rezone, and Master Development Agreement.
 - b. Ordinance 15-9 (3-3-15): An Ordinance adopted pursuant to Section 10-2-407(3)(b) of the Utah Code, approving an Annexation Application relating to approximately 596.72 acres of land; annexing such land into the City; and related matters.
5. Ordinance 15-10 (3-3-15): An Ordinance of the City of Saratoga Springs, Utah, adopting amendments to the City of Saratoga Springs' Official Zoning Map for certain real property (Wildflower); instructing the City staff to amend the City Zoning Map and other Official Zoning records of the City; and establishing an effective date.
6. 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.
7. 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: Jeremy D. Lapin, P.E., City Engineer
Subject: South Secondary Well Project
Date: March 3, 2015
Type of Item: Results of Well Drilling Bid



Description:

A. Topic:

This item is for the results of the Harbor Park Secondary Water Well construction bid. This project included drilling of an exploratory 6-inch to 10-inch pilot hole followed by reaming for construction of a 22-inch production well to be used in the Saratoga Springs secondary water system. The production well is anticipated to be completed with 16-inch casing to a final depth of between 1,000 and 1,200 feet with anticipated production from a fractured bedrock aquifer. Bedrock is anticipated to be at a depth of 250 feet.

B. Background:

The City placed the plans, specifications, and contract documents for this project out to public bid via BidSynch. The bid was posted on February 6, 2015 and bids were due February 23, 2015. Although several well drillers viewed the bid and provided questions and requests for information, only 1 bid was received on time at the scheduled bid opening. The City reserved the right to accept or reject all bids as part of the bid process and Staff is recommending the use of this provision at this time.

Staff did not feel there was sufficient information in the bid received to evaluate the value of its price. Furthermore, this bid exceeded the Engineers estimate for this project.

In order to ensure the City obtains the best possible price for this project, it has been put back out to bid on Bidsych with bids to be due on March 9th at 2pm. Staff believes that this additional time will encourage additional bidders and hopefully competitive bid prices.

C. Analysis:

The City issued a request for bids for the Harbor Park Secondary Water Well project, however only a single bid was received on time. In order to encourage additional bidders and to ensure the City receives a competitive bid price the project has been put back out to bid. The results of this new bid will be presented at the March 17th City Council Meeting.

Recommendation:

No action is necessary at this time.



City Council Staff Report

Author: Kevin Thurman, City Attorney
Subject: Appointment of Temporary Justice Court Judges
Date: February 17, 2015
Type of Item: Legislative, Policy Decision

Summary Recommendation: Consideration of amending the City's current resolution pertaining to the appointment of temporary justice court judges.

Description:

A. Topic: Appointment of Temporary Justice Court Judges.

B. Background:

From time-to-time, the City's Justice Court is in need of a temporary justice court judge to fill-in if Judge Howard has a conflict or is unable to preside in emergency circumstances. In 2011, the City Council passed Resolution R11-35 (10-4-11) pertaining to the appointment of temporary justice court judges. This resolution does not allow appointments of current justice court judges outside of Utah County. The Justice Court has at times struggled with finding an acceptable temporary justice court judges because of the limited pool of judges in Utah County. In 2012, the law changed to allow cities to appoint judges in adjacent counties to fill temporary vacancies. As a result, staff would like to update our resolution to allow us more flexibility to appoint a temporary justice court judge from adjacent counties.

C. Analysis:

Section 78A-7-208 of the Utah Code now provides that, if a justice court judge is absent or disqualified, the appointing authority may appoint a senior justice court judge or another justice court judge currently holding office within the same judicial district *or in an adjacent county* to serve as a temporary justice court judge. The resolution is reflective of this change.

D. Conclusion: The attached resolution allows the appointment of justice court judges from adjacent counties.

E. Department Review: Kevin Thurman.

Recommendation: Approve the attached resolution allowing temporary justice court judges from adjacent counties to be appointed.

RESOLUTION NO. R15-7 (3-3-15)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, UTAH, REGARDING THE
TEMPORARY APPOINTMENT OF JUSTICE COURT
JUDGES; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Saratoga Springs is the appointing authority for the City of Saratoga Springs, Utah, as provided in Title 78A, Chapter 7 of Utah Code; and

WHEREAS, Section 78A-7-208 provides that, if a justice court judge is absent or disqualified, the appointing authority may appoint a senior justice court judge or another justice court judge currently holding office within the same judicial district or in an adjacent county to serve as a temporary justice court judge; and

WHEREAS, the City Council wishes to establish policies for the appointment of a temporary justice court judge in the City of Saratoga Springs, Utah.

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

1. The City Council hereby appoints all senior justice court judges in Utah and all justice court judges in Utah County or adjacent counties to be Temporary Justice Court Judges for the City of Saratoga Springs so long as the judge meets the Utah Supreme Court's requirements pursuant to the Utah Rules of Judicial Administration and all other applicable laws related to the qualifications of justice court judges.
2. Before performing any duties, each Temporary Justice Court Judge shall be sworn in by the City Recorder.
3. Except for those situations listed in paragraph 4, when there is a temporary judicial vacancy lasting more than one court date, the City Council shall appoint a Temporary Justice Court Judge for the period of the vacancy. Such temporary appointment shall not exceed thirty days.
4. In the event the Saratoga Springs Justice Court Judge declares a conflict(s) and recuses him or herself, any senior or justice court judge meeting the requirements of Sections 1 and 2 may be appointed. The Temporary Justice Court Judge appointed may serve in that capacity for more than one court date, or be appointed to more than one conflict case, without being appointed by the City Council so long as the Temporary Justice Court Judge does not handle more than four conflict cases at any one time.
5. The City Manager may make contractual arrangements with each individual Temporary Justice Court Judge.

6. This Resolution shall take effect immediately upon passage.

APPROVED and PASSED this 3rd day of March, 2015 by the City of Saratoga Springs City Council.

Mayor Jim Miller

Attest: Lori Yates, City Recorder



Final Plat and Phasing Plan Revisions

Mallard Bay

Tuesday, March 3, 2015

Public Meeting

Report Date:	Tuesday, February 24, 2015
Applicant/Owner:	Curtis Leavitt
Location:	Approximately 2800-3000 South Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	A portion of 59:012:0022 (11.307 acres)
Parcel Zoning:	R-3, Low Density Residential
Adjacent Zoning:	R-3, R-3 PUD
Current Use of Parcel:	Vacant
Adjacent Uses:	Lakeside SSD Master Plan (north), Fox Hollow Master Plan (west), Utah Lake (east), undeveloped R-3 zoning (south)
Previous Meetings:	4/24/14, PC review of Concept Plan 5/6/14, CC review of Concept Plan 9/25/14, PC reviewed Preliminary Plat 10/7/14, CC reviewed Preliminary Plat
Previous Approvals:	12/2/14, Preliminary Plat approved by CC
Land Use Authority:	City Council
Type of Action:	Administrative
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for final plat approval and revisions to the approved phasing plan for Mallard Bay Phase 1, located at approximately 2800-3000 South Redwood Road. The Preliminary Plat and Phasing Plan for Mallard Bay, containing 178 lots were approved by the City Council on December 2, 2014 and are attached. The Phase 1 final plat includes 23 lots and 3.00 acres of open space within 11.33 acres. The applicant is requesting slight changes to the phasing plan as proposed later in this report.

Recommendation:

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

B. Background:

The City Council approved the Mallard Bay Preliminary Plat, Open Space, and Phasing plans on December 2, 2014. The attached plans and the tables on pages 6-7 of this report include minor changes to the approved phasing plan as follows:

- There are minor changes to the overall size and open space acreage for most phases.
- The boundary between Phase 1 and 2 is proposed to be adjusted.

Other changes include:

- The landscape plans include more turf than originally shown. The open space surrounding the top of the drainage channel was previously shown as native landscaping and is now shown as lawn area that will be hydro-seeded.
- The fencing around lots 121-123 was previously shown as a two-rail fence and at staff's recommendation is now a four foot tall semi-private fence; this will be more conducive to backyard activities and more beneficial to future homeowners who have pets and/or children.

C. Specific Request:

This is a request for approval of the 23-lot Mallard Bay Phase 1 final plat and minor modifications to the phasing plan.

D. Process:

Section 19.13.04 of the City Code states that Final Plats require approval by the City Council. No Planning Commission recommendation and no public hearings are required.

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 September 25, 2014 and by the City Council at public meetings on October 7, 2014 and December 2, 2014.

Prior to the public hearing with the Planning Commission this item was noticed in *The Daily Herald*, and each residential property within 300 feet of the subject property was sent a letter at least ten calendar days before the public hearing, as required by Section 19.13.04 of the City Code. No public comment was given at the Planning Commission meeting. As of the completion of this report, the City has not received any public comment regarding this application.

F. General Plan:

The General Plan designates the majority of this area for Mixed Lakeshore with a portion for Neighborhood Commercial development; however, the property is zoned R-3, Low Density Residential. Residential uses are allowed within the Mixed Lakeshore development. The General Plan states that Mixed Lakeshore developments will "maintain and enhance public access to the lakeshore and associated facilities (trails, beaches, boardwalks)."

Finding: consistent. The General Plan allows low-density residential development within Mixed Lakeshore land use and encourages developments that provide public access to the lakeshore. The proposed development is low-density residential and provides access to the lakeshore, along with a lakeside trail. Although the Neighborhood Commercial Land Use was not addressed, the property is zoned R-3, Low Density Residential, and the preliminary plat subdivision approval was an administrative action.

G. Code Criteria:

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

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

Minimum Lot Sizes: complies. 19.04.13(4) states that the minimum lot size for residential lots is 10,000 square feet. The plans comply with this requirement.

Section 19.12.16(2)(f) states corner lots for residential uses shall be platted ten percent larger than interior lots in order to facilitate conformance with the required street setback for both streets. The corner lots are all 11,000 square feet or larger.

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. Flag lots are required to have a staff that is 30 feet wide. The proposed lots meet these requirements.

Percent of Flag Lots: complies. The flag lots are in future phases and do not exceed 5% of the total lots.

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.

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

Front: Not less than twenty-five feet.

Sides: 8/20 feet (minimum/combined)

Rear: Not less than twenty-five feet

Corner: Front 25 feet; Side abutting street 20 feet

The lot setback detail on the final plat indicates compliance with these requirements.

Fencing: complies. Section 19.06.09 requires fencing along property lines abutting open space, parks, trails, and easement corridors. The Code also states that in an effort to promote safety for citizens using these trail corridors and security for home owners, fences shall be semi-private.

Four foot tall semi-private fencing is proposed along the Redwood Road trail corridor with a two foot tall berm under the fence. This was discussed during the preliminary plat review and approved by the City Council.

Four foot tall semi-private fencing is proposed along the lot lines that abut the drainage channel. The applicant is proposing four foot fencing in this location rather than six foot fencing to preserve views for the future homeowner.

A three foot tall two-rail fencing is proposed along the pedestrian connection between blocks.

Signage: complies. Code Section 19.18.08.4. allows residential entry feature signs for each major entrance into the development. This section does not limit the size of the sign, but requires that the sign be constructed of natural materials such as wood, brick, and stone. The sign is required to be incorporated into the landscaping with four feet of landscaping extending beyond the sign. *A large entry monument is proposed in Phase 2 to identify the development and will be maintained by an HOA.*

Open Space: The R-3 zone requires 15% of the total project area to be installed as open space to be either public or common space not reserved in individual lots. Such open space shall meet the definition in Section 19.02.02 which states:

“Open space”:

- a. means an open, landscaped, and improved area that:
 - i. is unoccupied and unobstructed by residential or commercial buildings, setbacks between buildings, parking areas, and other hard surfaces that have no recreational value;
 - ii. provides park or landscaped areas that meet the minimum recreational needs of the residents of the subdivision;
- b. includes parks, recreational areas, gateways, trails, buffer areas, berms, view corridors, entry features, or other amenities that facilitate the creation of more attractive neighborhoods;
- c. may include hard surfaced features such as swimming pools, plazas with recreational value, sports courts, fountains, and other similar features with recreational value, as well as sensitive lands with recreational value, subject to the limitations stated in the definition of sensitive lands, within a development that have been designated as such at the discretion of the Planning Commission and City Council; and
- d. may not include surplus open space located on another lot unless such surplus open space was previously approved as part of an overall site plan, development agreement, or plat approval.

Finding: complies. The overall plan and Phase 1 are reviewed below.

Overall Plan: complies.

The open space in the project consists of:

- the lakeshore trail and abutting native open space along with two manicured detention basin/park areas;

- the Redwood Road trail area which will be manicured open space along with a small piece of manicured open space abutting the trail corridor near the south end of the development;
- the drainage channel and the trail segment in the northwest corner, with manicured landscaping around the top of the drainage channel;
- and, three trail connections between blocks.

The overall landscape and amenities plans were approved during the preliminary plat review. For the purpose of calculating open space requirements, 1.75 acres for the Redwood Road right of way and 1.48 acres that is below the normal water level of the lake has been subtracted from the total land area (75.12 acres). This results in a **net total of 71.89 acres and a requirement for 10.78 acres of open space**. The plans include 12.67 acres of open space (17.62% of 71.89 acres) and exceed the 15% requirement.

Of the 12.67 acres of open space, 4.63 acres are proposed to be manicured with turf, including the two park/detention basins (0.74 and 0.61 acres), the area around the top of the drainage channel (~ 1 acre), and the Redwood Road trail. After the Preliminary plat approval the applicant added approximately one acre of manicured turf around the top of the detention basin. The landscape areas that are to be improved are shown in the attached landscape plans and include the trails and the two manicured park/detention areas. The plans indicate compliance with the requirement for 15% open space. After applying the conditions that were imposed with the preliminary plat approval the requirement that “parks or landscape areas that meet the minimum recreational needs of the residents” will also be met, as outlined below:

The amenities shown on the overall plans include the trails, manicured park space, one 20'x20' picnic pavilion with tables, two park benches, and a small tot lot. Preliminary plat conditions of approval added the following:

1. Replace the small tot lot with a larger 3-4 platform play structure for 40-50 children. The best location for the play structure would be the central park, near the pavilion. Details for the play structure shall be reviewed with the final plat application and require approval by the City Council.
2. Add a 20' gazebo with built in benches and two park benches to the northeast park.
3. The trailhead parking is accepted as newly submitted, with 18 parking stalls.

Phase 1 open space: complies.

The proposed open space plans for Phase 1 include a portion of the Redwood Road Trail, a portion of the drainage channel and two pedestrian connections. The landscape plans that were approved with the Preliminary Plat included native landscaping around the top of the drainage channel; the applicant has modified the plans to include lawn around the top of the drainage channel to enhance the entrance to the development. Phase 1 is 11.33 acres with 3.00 acres of open space, or 26.48%.

Sensitive Lands: complies. Credit toward meeting the open space requirement may be given for sensitive lands per the following code criteria (19.04.13.12.):

- a. Sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development and no development credit shall be given for sensitive lands.
- b. All sensitive lands shall be placed in protected open space.
- c. Sensitive lands may be used for credit towards meeting the minimum open space requirements. However, no more than fifty percent of the required open space area shall be comprised of sensitive lands.

Sensitive Lands are defined in Section 19.02.02 as: "land and natural features including canyons and slopes in excess of 30%, ridge lines, natural drainage channels, streams or other natural water features, wetlands, flood plains, landslide prone areas, detention or retention areas, debris basins, and geologically sensitive areas."

Density Calculations:

The sensitive lands in this project are the drainage channel, the wetlands, the 100 year flood plain along the lake, and the proposed detention basins, which are a total of 5.54 acres (45% of the total open space). For the purpose of calculating density, the sensitive lands (5.54 acres) have been subtracted from the net total (71.89 acres), resulting in **66.35 acres**. The project density is 178 units within 66.35 acres, or **2.68 units per acre**. No more than 50% of the required open space is comprised of sensitive lands.

Phasing: can comply. Section 19.12.02(6) requires City Council approval of phasing plans and states "If the construction of various portions of any development is proposed to occur in stages, then the open space or recreational facilities shall be developed in proportion to the number of dwellings intended to be developed during any stage of construction." The applicant is requesting slight changes to the phasing plan that was approved with the preliminary plat. The old schedule and the new schedule are included below. The changes are subject to approval by the City Council.

APPROVED PHASING SCHEDULE:

	Lots	Area	Open Space provided	% Open Space	Cummulative Area	Cummulative Open Space	Cummulative Open Space %
Phase 1	23 Lots	9.89 acres	2.82 acres	28.51%	9.89 acres	2.82 acres	28.51%
Phase 2	24 Lots	8.89 acres	1.36 acres	15.30%	18.78 acres	4.18 acres	22.26%
Phase 3	19 Lots	8.71 acres	0.67 acres ¹	7.69%	27.49 acres	4.85 acres	17.64%
Phase 4	18 Lots	9.52 acres	2.76 acres ¹	28.99%	37.01 acres	7.61 acres	20.56%
Phase 5	18 Lots	6.02 acres	0.00 acres	0.00%	43.03 acres	7.61 acres	17.69%
Phase 6	20 Lots	10.88 acres	3.97 acres ¹	36.49%	53.91 acres	11.58 acres	21.48%
Phase 7	25 Lots	8.15 acres	0.00 acre	0.00%	62.06 acres	11.58 acres	18.66%
Phase 8	11 Lots	2.64 acres	0.00 acre	0.00%	64.7 acres	11.58 acres	17.90%
Phase 9	20 Lots	7.19 acres	0.87 acres ¹	12.10%	71.89 acres	12.45 acres	17.32%
Totals	178 Lots	71.89 acres	12.45 acres	17.32%			

PROPOSED PHASING SCHEDULE:

	Lots	Area	Open Space provided	% Open Space	Cummulative Area	Cummulative Open Space	Cummulative Open Space %
Phase 1	23 Lots	11.33 acres	3.00 acres	26.48%	11.33 acres	3.00 acres	26.48%
Phase 2	22 Lots	7.75 acres	1.18 acres	15.23%	19.08 acres	4.18 acres	21.91%
Phase 3	21 Lots	8.41 acres	0.67 acres ¹	7.97%	27.49 acres	4.85 acres	17.64%
Phase 4	18 Lots	9.52 acres	2.80 acres ¹	29.41%	37.01 acres	7.65 acres	20.67%
Phase 5	18 Lots	6.02 acres	0.05 acres	0.83%	43.03 acres	7.70 acres	17.89%
Phase 6	20 Lots	10.88 acres	4.01 acres ¹	36.86%	53.91 acres	11.71 acres	21.72%
Phase 7	25 Lots	8.15 acres	0.09 acre	1.10%	62.06 acres	11.80 acres	19.01%
Phase 8	11 Lots	2.64 acres	0.00 acre	0.00%	64.7 acres	11.80 acres	18.24%
Phase 9	20 Lots	7.19 acres	0.87 acres ¹	12.10%	71.89 acres	12.67 acres	17.62%
Totals	178 Lots	71.89 acres	12.67 acres	17.62%			

The narrative below describes the open space improvements for each phase:

NARRATIVE	
Phase One:	The Redwood Road Trail Corridor will be improved and dedicated. This corridor will consist of 1,086 lineal feet of eight foot wide concrete trail; and manicured landscaping consisting of trees and lawns. The natural drainage channel adjacent to the trail corridor will be improved and will include lawns and an 8ft. wide concrete trail extending to the project boundary.
Phase Two:	The balance of the Redwood Road Trail Corridor will be improved and dedicated, including 1,530 lineal feet of trail and landscaping.
Phase Three:	This phase includes 225 lineal feet of the Utah Lake Shoreline Trail.
Phase Four:	The central lake detention basin will be improved as a park and landscaped with walkways, lawn and trees. The park includes a 20 ft. square picnic pavillion with tables, a playground with a play structure and two (2) benches. Ten (10) parking stalls adjacent to the street will be constructed. 1,110 lineal feet of the Utah Lake Shoreline Trail will be constructed. This trail will connect the central detention basin park with the project's southern boundary.
Phase Five:	The first four phases of development have banked sufficient open space for this phase.
Phase Six:	The north end of the Lake Shore Trail—consisting of 1,330 lineal feet of trail—will be constructed with this phase of the development. This will connect the central lake park and the north boundary of the project. A trail connection to the drainage channel trail will be constructed to the project boundary.
Phase Seven:	The open space required for this phase of development also has been banked with previous phases of work.
Phase Eight:	The open space required for this phase of development also has been banked with previous phases of work.
Phase Nine:	The North Lake detention basin will be developed into a park and landscaped with walkways, lawn and trees. The park will include a 20 ft. square picnic pavillion with tables and two (2) benches. A parking lot providing eight (8) stalls will be constructed.

The Conditions of preliminary Plat approval added the following:

1. Replace the small tot lot with a larger 3-4 platform play structure for 40-50 children. The best location for the play structure would be the central park, near the pavilion. Details for the play structure shall be reviewed with the final plat application and require approval by the City Council.
2. Add a 20' gazebo with built in benches and two park benches to the northeast park.
3. The trailhead parking is accepted as newly submitted, with 18 parking stalls.

H. Recommendations and Alternatives:

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

Recommended Motion:

"I move that the City Council approve the Mallard Bay Phase 1 Final Plat, located at approximately 2800-3000 South Redwood Road and referenced in the attached "zoning/location map", 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. The phasing plan revisions are approved as proposed.
 4. 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 Mallard Bay Phase 1 Final Plat, generally located at 2800-3000 South Redwood Road. 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 Report
2. Zoning / Location map
3. Approved Preliminary Plat
4. Approved Phasing Plan
5. Proposed Phasing Plan
6. Phase 1 Final Plat
7. Phase 1 Landscape Drawings

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer

Subject: Mallard Bay Plat 1

Date: March 3, 2015 - CC

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: Curtis Leavitt – Holmes Homes
Request: Final Plat Approval
Location: Approx. 2800-3000 South Redwood Road
Acreage: 11.334 acres - 23 lots

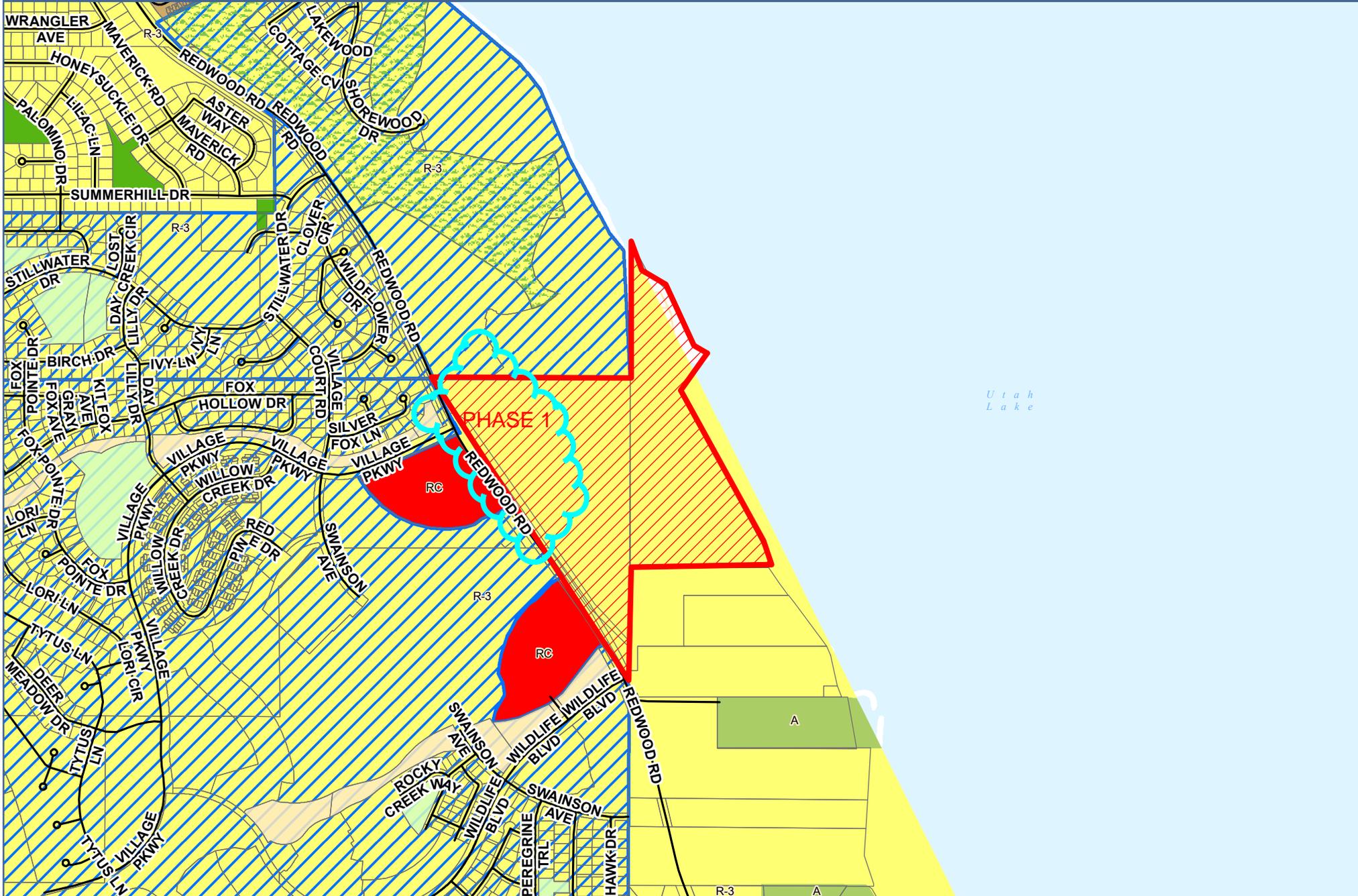
C. Recommendation: Staff recommends the approval of final plat subject to the following conditions:

D. Conditions:

- A. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.
- B. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.
- C. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.
- D. Submit easements for all off-site utilities not located in the public right-of-way.
- E. Developer is required to ensure that there are no adverse effects to future homeowners due to the grading practices employed during construction of these plats.
- F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.
- G. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.
- H. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.

- I. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- J. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.
- K. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.
- L. Developer shall bury and/or relocate the power lines that are within this plat.
- M. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- N. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.
- O. Developer shall bury and/or relocate the power lines that are within and adjacent to this plat.
- P. Developer shall provide turn-around's at all temporary dead ends greater than 150-ft compliant with International Fire Code and City Standards.
- Q. Developer shall improve and dedicate, to City standards, the required half width of Redwood Road along the entire frontage.
- R. Developer shall coordinate with and provide a letter from the Army Corps of Engineers to ensure any drainage channel proposed to be modified is not under the Army Corps (ACOE) jurisdiction. No work shall be performed without the proper permits from the ACOE or other applicable agencies.
- S. Developer shall preserve natural drainages to the maximum extent practical and shall provide adequate erosion control mitigation. All trails and home finish floor elevations shall be a minimum of 2-ft above the 100-yr high water elevation of any adjacent drainage, lake, or waterway.
- T. Developer shall coordinate improvements with the Lakeside Project to the North (Saratoga Springs Development Plats 25, 26, and 27) including the location of trails and utilities.

Location Map



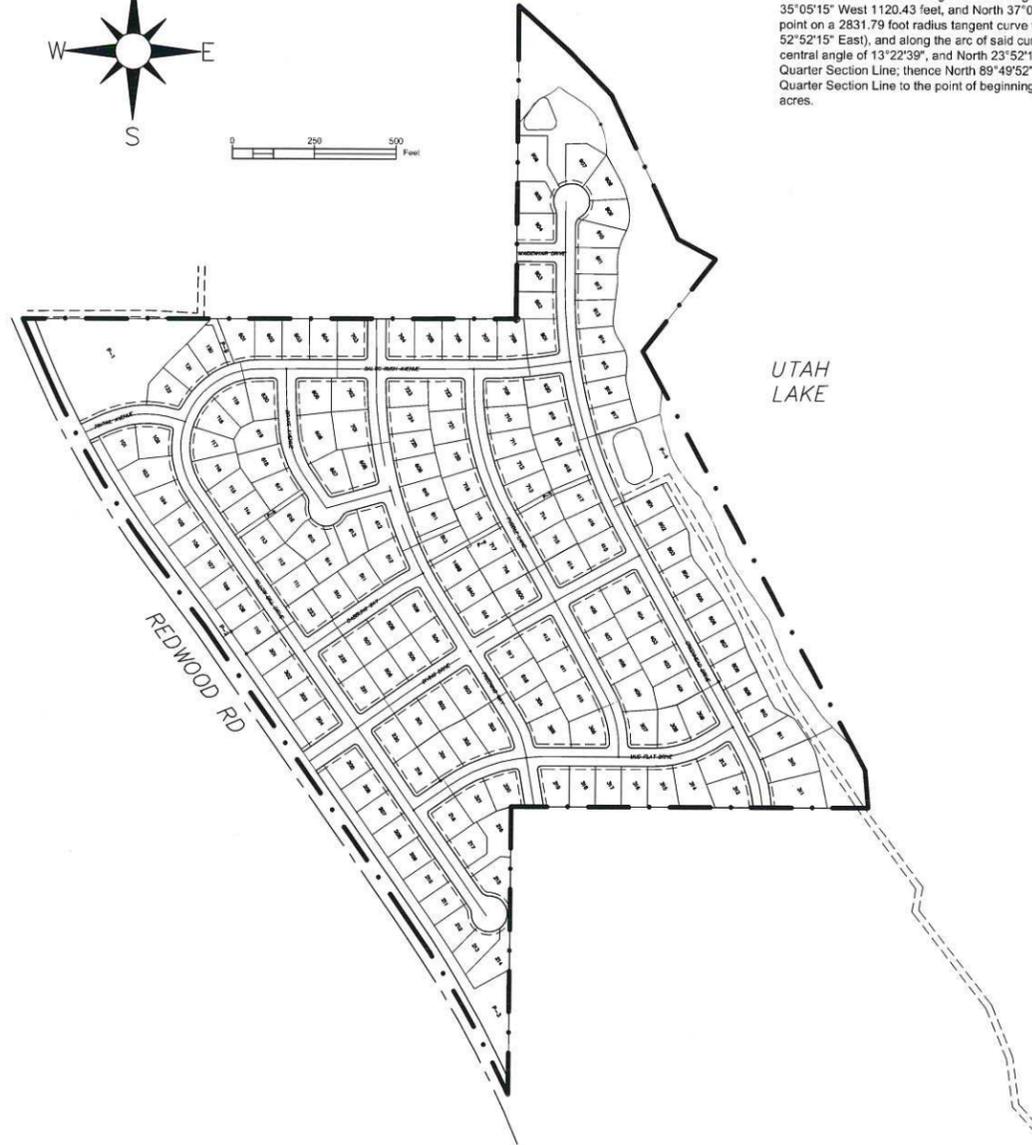
REQUIRED PLAT NOTES

- 1-PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
- 2-THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
- 3-PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- 4-PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
- 5-BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
- 6-ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
- 7-THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
- 8-ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
- 9-ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
- 10-IF SUBDIVISION HAS PRIVATE STREETS, PLAT MUST DESIGNATE STREET AS "PRIVATE" AND INCLUDE STATEMENT "NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREETS"
- 11-IF CONDO OR HOA ASSOCIATION IS INVOLVED PLAT MUST INCLUDE STATEMENT "LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S"

MALLARD BAY
 LOCATED IN A PORTION OF THE EAST QUARTER OF SECTION 12,
 TOWNSHIP 6 SOUTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN
 SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

BOUNDARY DESCRIPTION

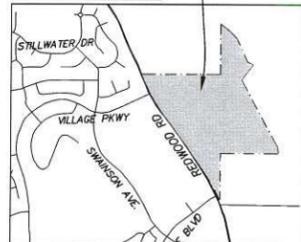
Beginning at East Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian (basis of bearings is North 89°49'52" East between the West Quarter Corner and the East Quarter Corner of said Section 12) and running thence North 00°08'57" East along the Section line through a meander corner monument 956.01 feet more or less to the Utah Lake boundary; thence South 48°03'21" East 199.20 feet; thence along the Utah Lake boundary as established by a stipulation dated January 24, 2006, Entry No. 8392-2006, of official records the following (6) courses: South 44°35'15" East 193.92 feet, and South 25°07'19" East 485.17 feet, and South 62°07'28" East 130.15 feet, and South 38°10'35" West 353.06 feet, and South 28°26'03" East 1452.55 feet, and South 05°23'09" East 116.73 feet; thence North 89°59'12" West 1094.74 feet to the East line of said Section 12; thence South 00°13'19" West 879.18 feet along said East line to the Easterly right-of-way of Redwood Road and a point on a 3307.04 foot radius non tangent curve to the left, (radius bears South 65°08'00" West); thence along said Easterly line the following (6) courses: along the arc of said curve 589.94 feet through a central angle of 10°13'15", and North 35°05'15" West 1120.43 feet, and North 37°07'45" West 256.07 feet to a point on a 2831.79 foot radius tangent curve to the right, (radius bears North 52°52'15" East), and along the arc of said curve 661.17 feet through a central angle of 13°22'39", and North 23°52'14" West 180.36 feet to the Quarter Section Line; thence North 89°49'52" East 1509.38 feet along said Quarter Section Line to the point of beginning. Property contains 75.121 acres.



LEGEND

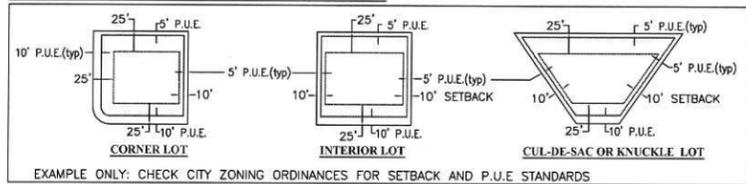
- DATE OF PREPARATION _____
- 3 2 EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
 - PHASE 1 BOUNDARY LINE
 - STREET CENTERLINE
 - PROPOSED STREET MONUMENT
 - MONUMENT TO MONUMENT TIE
 - PROPOSED FIRE HYDRANT
 - PROPOSED STREET LIGHT
 - PARCEL DEDICATION TO SARATOGA SPRINGS
 - EXISTING RIGHT-OF-WAY OVER THE WEST 33.00 FEET OF THE PROPERTY IN SECTION 2
 - BUILDING SETBACK LINE
 - PUBLIC UTILITY EASEMENTS

VICINITY MAP



PROJECT SITE

TYPICAL SETBACK & P.U.E. DETAILS



EXAMPLE ONLY: CHECK CITY ZONING ORDINANCES FOR SETBACK AND P.U.E. STANDARDS

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 10-9A-603(4)(c)(ii).

QUESTAR GAS COMPANY Approved this ___ day of _____, A.D. 20___	ROCKY MOUNTAIN POWER Approved this ___ day of _____, A.D. 20___
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION Approved this ___ day of _____, A.D. 20___	CENTURY LINK Approved this ___ day of _____, A.D. 20___
COMCAST CABLE TELEVISION	QWEST

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 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recording 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 East Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows: _____

See text to the left.

Acres: 75.121, # of lots 182

14 Nov, 2014
 Date _____ Surveyor's Name _____
 License no. _____

OWNER'S DEDICATION

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

MALLARD BAY

do hereby dedicate for the 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____.

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 County of Utah

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

My commission expires: _____ Notary Public residing at _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 County of UTAH

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

My commission expires: _____ Notary Public residing at _____

APPROVAL BY LEGISLATIVE BODY

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

This ___ day of _____, A.D. 20___

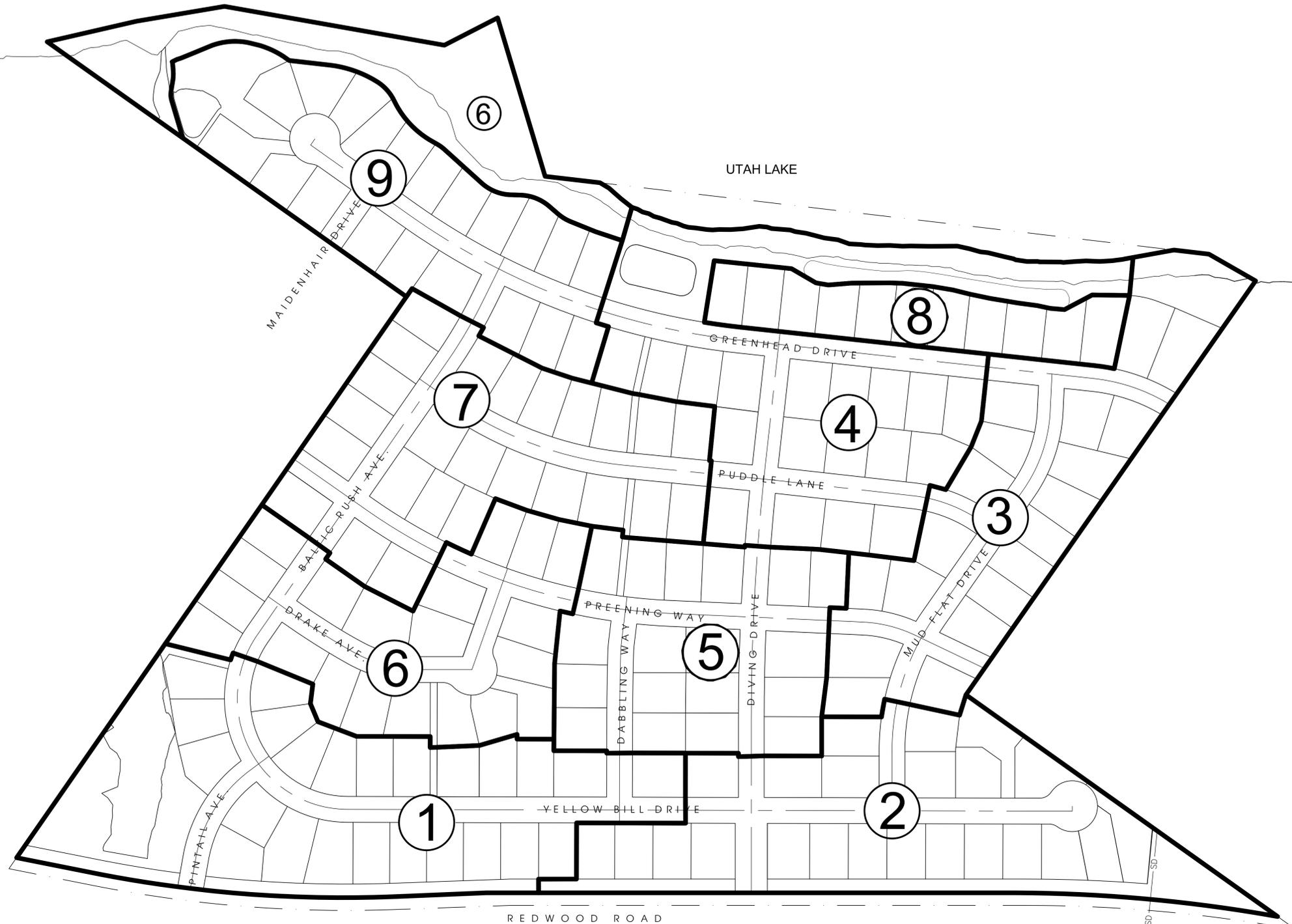
City Mayor _____ Attest _____
 City Recorder
 (See Seal Below)

MALLARD BAY

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

ENGINEERING/SURVEYING TITLE BLOCK	FIRE CHIEF APPROVAL Approved by the Fire Chief on this ___ day of _____, A.D. 20___ _____ CITY FIRE CHIEF	PLANNING COMMISSION REVIEW Reviewed by the Planning Commission on this ___ day of _____, A.D. 20___ _____ CHAIRMAN, PLANNING COMMISSION	SARATOGA SPRINGS ENGINEER APPROVAL Approved by the City Engineer on this ___ day of _____, A.D. 20___ _____ CITY ENGINEER	SARATOGA SPRINGS ATTORNEY Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20___ _____ SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE Approved by Post Office Representative on this ___ day of _____, A.D. 20___ _____ LEHI CITY POST OFFICE REPRESENTATIVE	SURVEYORS SEAL NOTARY PUBLIC SEAL CIVIL ENGINEERS SEAL CLERK-RECORDER SEAL
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SP-1



Phasing Plan - Mallard Bay - Saratoga Springs, Utah - Holmes Homes

NARRATIVE

- Phase One: The Redwood Road Trail Corridor will be improved and dedicated. This corridor will consist of 1,086 lineal feet of eight foot wide concrete trail; and manicured landscaping consisting of trees and lawns. The natural drainage channel adjacent to the trail corridor will be improved and will include an 8ft. wide concrete trail extending to the project boundary.
- Phase Two: The balance of the Redwood Road Trail Corridor will be improved and dedicated, including 1,530 lineal feet of trail and landscaping.
- Phase Three: This phase includes 225 lineal feet of the Utah Lake Shoreline Trail.
- Phase Four: The central lake detention basin (which was constructed in conjunction with phase one to provide runoff detention) will be improved as a park and landscaped with lawn and trees. The park includes a 20 ft. square picnic pavilion with tables and benches. Ten (10) parking stalls adjacent to the street will be constructed.
1,110 lineal feet of the Utah Lake Shoreline Trail will be constructed. This trail will connect the central detention basin park with the project's southern boundary.
- Phase Five: The first four phases of development have banked sufficient open space for this phase.
- Phase Six: The north end of the Lake Shore Trail—consisting of 1,330 lineal feet of trail—will be constructed with this phase of the development. This will connect the central lake park and the north boundary of the project. A trail connection to the drainage channel trail will be constructed to the project boundary.
- Phase Seven: The open space required for this phase of development also has been banked with previous phases of work.
- Phase Eight: The open space required for this phase of development also has been banked with previous phases of work.
- Phase Nine: The North Lake detention basin (constructed along with Phase Two in order to accommodate detention of runoff water) will be developed into a park area. The park will include walkways, a playground with a play structure, and will be landscaped with lawns and trees.

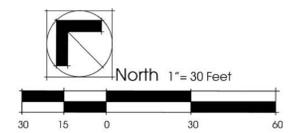
Mallard Bay - Phasing Plan

Area of property within boundary	75.12 Acres
Area of land above normal lake water level ¹	73.64 Acres
Area dedicated for Redwood Road	1.75 Acres
Net area of property for development ² (Area used to calculate open space percentages)	71.89 Acres

Phase	Lots	Area	Open Space Included	% Open Space	Cumulative Area	Cumulative Open Space	Cumulative Open Space %
Phase 1	23 Lots	9.89 acres	2.82 acres	28.51%	9.89 acres	2.82 acres	28.51%
Phase 2	24 Lots	8.89 acres	1.56 acres	16.30%	18.78 acres	4.18 acres	22.26%
Phase 3	19 Lots	8.71 acres	0.67 acres ¹	7.69%	27.49 acres	4.85 acres	17.64%
Phase 4	18 Lots	9.52 acres	2.76 acres ¹	28.99%	37.01 acres	7.61 acres	20.56%
Phase 5	18 Lots	6.02 acres	0.00 acres	0.00%	43.03 acres	7.61 acres	17.69%
Phase 6	20 Lots	10.88 acres	3.97 acres ¹	36.49%	53.91 acres	11.58 acres	21.48%
Phase 7	25 Lots	8.15 acres	0.00 acre	0.00%	62.06 acres	11.58 acres	18.66%
Phase 8	11 Lots	2.64 acres	0.00 acre	0.00%	64.7 acres	11.58 acres	17.90%
Phase 9	20 Lots	7.19 acres	0.87 acres ¹	12.10%	71.89 acres	12.45 acres	17.32%
Totals	178 Lots	71.89 acres	12.45 acres	17.32%			

Number of Lots in development	182 Lots
Net area of property less area designated as sensitive lands 5.54 Acres (see open space exhibit) (Net area used to calculate density)	66.31 Acres
Density	2.75 Units/acre

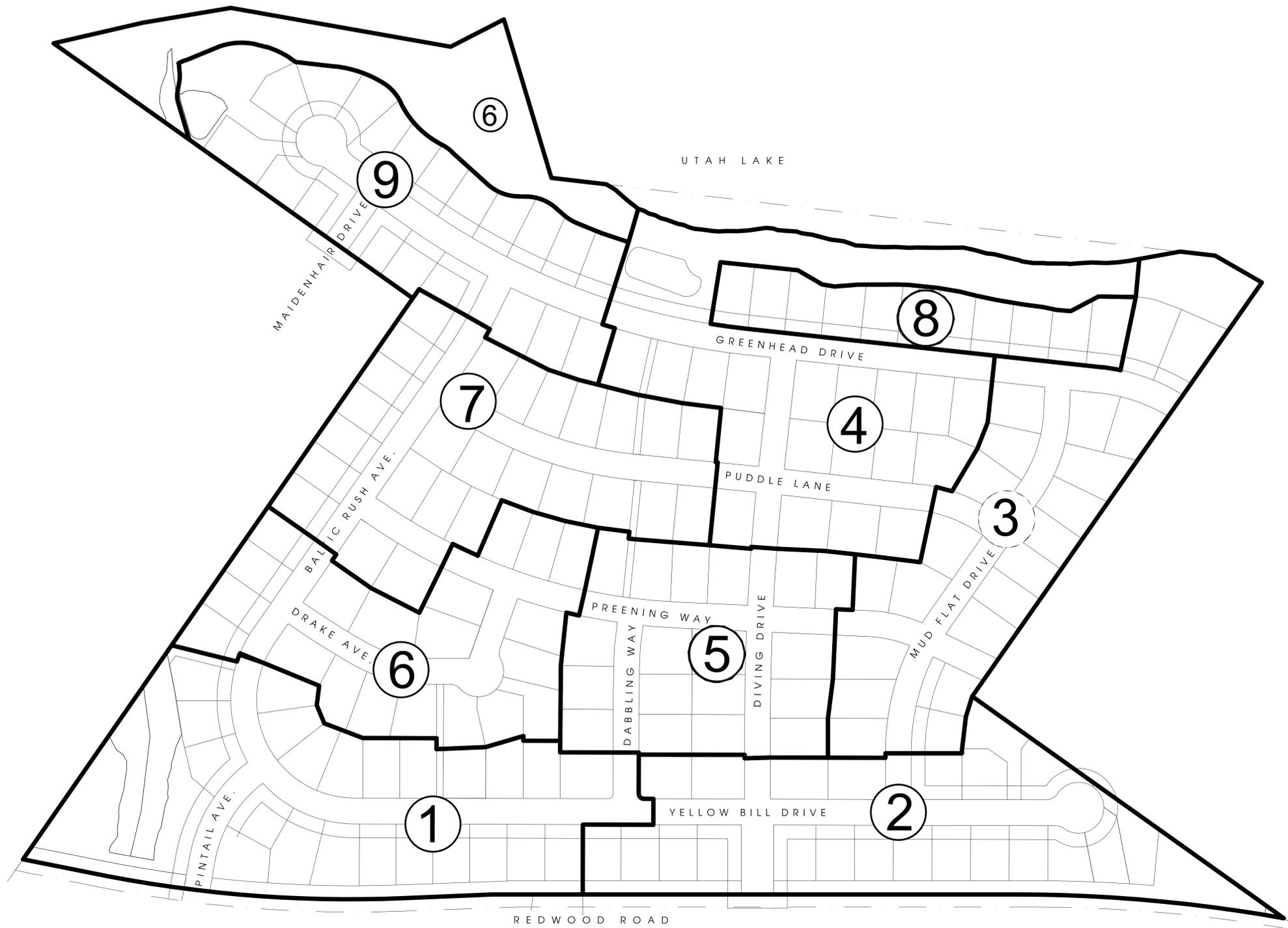
- Note 1: Parcel P-4 = 0.75 acres
Phase 3 open space = 0.67 acres
Phase 4 open space = 2.76 acres
Phase 6 open space = 3.97 acres
Phase 9 open space = 0.87 acres
Area below normal lake level = 1.48 acres
- Note 2: Phase one open space includes parcel P-1 which is 2.33 acres plus 0.49 acres of parcel P-2
The park will include walkways, a playground with a play structure, and will be landscaped with lawns and trees.
- Note 3: Phase two open space includes parcel P-3 which is 1.07 acres plus the balance of parcel P-2 which is 0.29 acres



SHEET LS - 1
 Revised 17 NOVEMBER 2014
 Revised 11 SEPTEMBER 2014
 21 AUGUST 2014
 Phasing Plan

MALLARD BAY

Saratoga Springs, Utah
 HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH



Phasing Plan Mallard Bay · Saratoga Springs, Utah · Holmes Homes

NARRATIVE

- Phase One: The Redwood Road Trail Corridor will be improved and dedicated. This corridor will consist of 1,086 lineal feet of eight foot wide concrete trail, and manicured landscaping consisting of trees and lawns. The natural drainage channel adjacent to the trail corridor will be improved and will include lawns and an 8ft. wide concrete trail extending to the project boundary.
- Phase Two: The balance of the Redwood Road Trail Corridor will be improved and dedicated, including 1,530 lineal feet of trail and landscaping.
- Phase Three: This phase includes 225 lineal feet of the Utah Lake Shoreline Trail.
- Phase Four: The central lake detention basin will be improved as a park and landscaped with walkways, lawn and trees. The park includes a 20 ft. square picnic pavilion with tables, a playground with a play structure and two (2) benches. Ten (10) parking stalls adjacent to the street will be constructed.
1,110 lineal feet of the Utah Lake Shoreline Trail will be constructed. This trail will connect the central detention basin park with the project's southern boundary.
- Phase Five: The first four phases of development have banked sufficient open space for this phase.
- Phase Six: The north end of the Lake Shore Trail—consisting of 1,330 lineal feet of trail—will be constructed with this phase of the development. This will connect the central lake park and the north boundary of the project. A trail connection to the drainage channel trail will be constructed to the project boundary.
- Phase Seven: The open space required for this phase of development also has been banked with previous phases of work.
- Phase Eight: The open space required for this phase of development also has been banked with previous phases of work.
- Phase Nine: The North Lake detention basin will be developed into a park and landscaped with walkways, lawn and trees. The park will include a 20 ft. square picnic pavilion with tables and two (2) benches. A parking lot providing eight (8) stalls will be constructed.

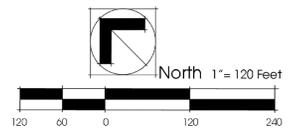
Mallard Bay · Phasing Plan

Area of property within boundary 75.12 Acres
 Area of land above normal lake water level¹ 73.64 Acres
 Area dedicated for Redwood Road (Phase 1 = 0.76 Ac. Phase 2 = 1.12 Ac.) 1.88 Acres
 Net area of property for development (Area used to calculate open space percentages) 71.89 Acres

	Lots	Area	Open Space provided	% Open Space	Cummulative Area	Cummulative Open Space	Cummulative Open Space %
Phase 1	23 Lots	11.33 acres	3.00 acres	26.48%	11.33 acres	3.00 acres	26.48%
Phase 2	22 Lots	7.75 acres	1.18 acres	15.23%	19.08 acres	4.18 acres	21.91%
Phase 3	21 Lots	8.41 acres	0.67 acres ¹	7.97%	27.49 acres	4.85 acres	17.64%
Phase 4	18 Lots	9.52 acres	2.80 acres ¹	29.41%	37.01 acres	7.65 acres	20.67%
Phase 5	18 Lots	6.02 acres	0.05 acres	0.83%	43.03 acres	7.70 acres	17.89%
Phase 6	20 Lots	10.88 acres	4.01 acres ¹	36.86%	53.91 acres	11.71 acres	21.72%
Phase 7	25 Lots	8.15 acres	0.09 acre	1.10%	62.06 acres	11.80 acres	19.01%
Phase 8	11 Lots	2.64 acres	0.00 acre	0.00%	64.7 acres	11.80 acres	18.24%
Phase 9	20 Lots	7.19 acres	0.87 acres ¹	12.10%	71.89 acres	12.67 acres	17.62%
Totals	178 Lots	71.89 acres	12.67 acres	17.62%			

Number of Lots in development 178 Lots
 Net area of property less area designated as sensitive lands 5.54 Acres (see open space exhibit) 66.35 Acres
 (Net area used to calculate density)
 Density 2.68 Units/acre

- Note 1: Parcel P-4 = 9.75 acres
- Phase 3 open space = 0.67 acres
- Phase 4 open space = 2.76 acres
- Phase 6 open space = 3.97 acres
- Phase 9 open space = 0.87 acres
- Area below normal lake level = 1.48 acres
- Note 2: Phase one open space includes parcel P-1 which is 2.33 acres plus 0.67 acres of parcel P-2
- Note 3: Phase two open space includes parcel P-3 which is 1.07 acres plus the balance of parcel P-2 which is 0.11 acres

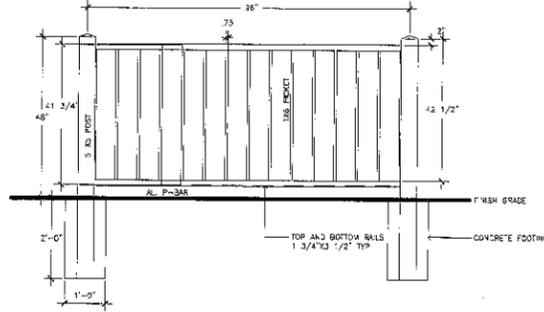


SHEET LS - 1
 Revised 23 February 2015
 Revised 17 February 2015
 Revised 24 NOVEMBER 2014
 Revised 14 NOVEMBER 2014
 Revised 11 SEPTEMBER 2014
 REVISED 9 SEPTEMBER 2014
 21 AUGUST 2014
 Phasing Plan

MALLARD BAY

Saratoga Springs, Utah
 HOLMES HOMES · 126 WEST SEGO LILY DRIVE, SUITE 250 · SANDY, UTAH

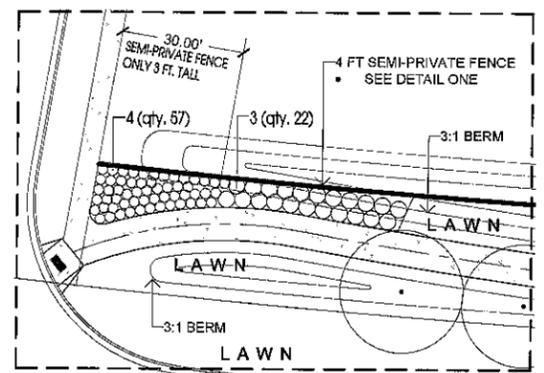
PHASE 1 LANDSCAPE PLAN



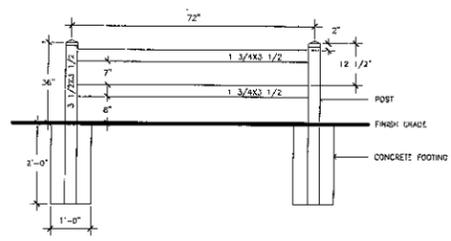
Detail One: 4 ft. Semi-private Vinyl Fence

Not to Scale

Model: Callbeam; As manufactured by County Estate Vinyl Products, P.O. Box 48, Cassel, Nebraska, 68045-2887 and available from Fence Specialist, 340 North State Street, Lincoln, Utah, 80176-9500. Color: Adobe

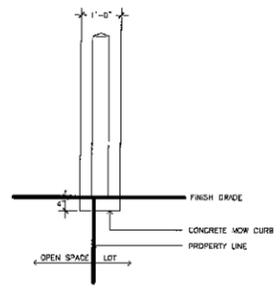


Detail Two: Entry Planting 1" = 20 FEET



Detail Three: 2-Rail Vinyl Fence Not to Scale

Model: "Rancher"; As manufactured by County Estate Vinyl Products, P.O. Box 48, Cassel, Nebraska, 68045-2887 and available from Fence Specialist, 340 North State Street, Lincoln, Utah, 80176-9500. Color: Adobe



Detail Four: Fence w/Mow Curb Not to Scale

Planting Notes

- Provide and place four (4) inches of topsoil over all lawn areas and eighteen (18) inches over shrub beds prior to commencement of planting operations. The top of soil shall be on (1) inch below edge of sidewalks or curb and gutter.
- Backfill for all planting pits shall be topsoil or native material excavated from the pit.
- All shrub beds and all edges of native vegetation, install 6" steel lawn edging to provide straight lines or smooth curves as shown on the plan.
- Install weed barrier fabric over all shrub beds.
- Following completion of shrub plantings, treat beds with a pre-emergent herbicide.
- Where gravel is called out on the plans (labeled "gravel"), provide and install decorative cobble rock. This rock must be:
 - Two colors other than gray; and
 - Two different sizes: 1" and 2"
- Install rock to a depth of four (4) inches. In planting beds provide and install finely shredded bark mulch ("Soil Pep" or equal) to a depth of two (2) inches.
- All lawn areas shall be installed with seed consisting of primarily *Poa pratensis*, *Kentucky Bluegrass* species.
- Areas identified on the planting plan as "Native" are to be protected from disturbance during construction. Any areas disturbed during construction are to be restored and re-seeded with the Native Grass Mix and per the city specification. For planting of these areas, see "Planting Notes: Restoring Native Area" on this sheet.
- All landscaping is covered by a warranty per the city specification.
- Refer to the City of Saratoga Springs Specification, Section 02726: Landscaping and Section 02727: Restoring Native Area.

Planting Notes - Restoring Native Area

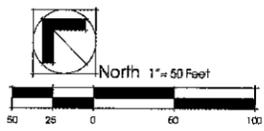
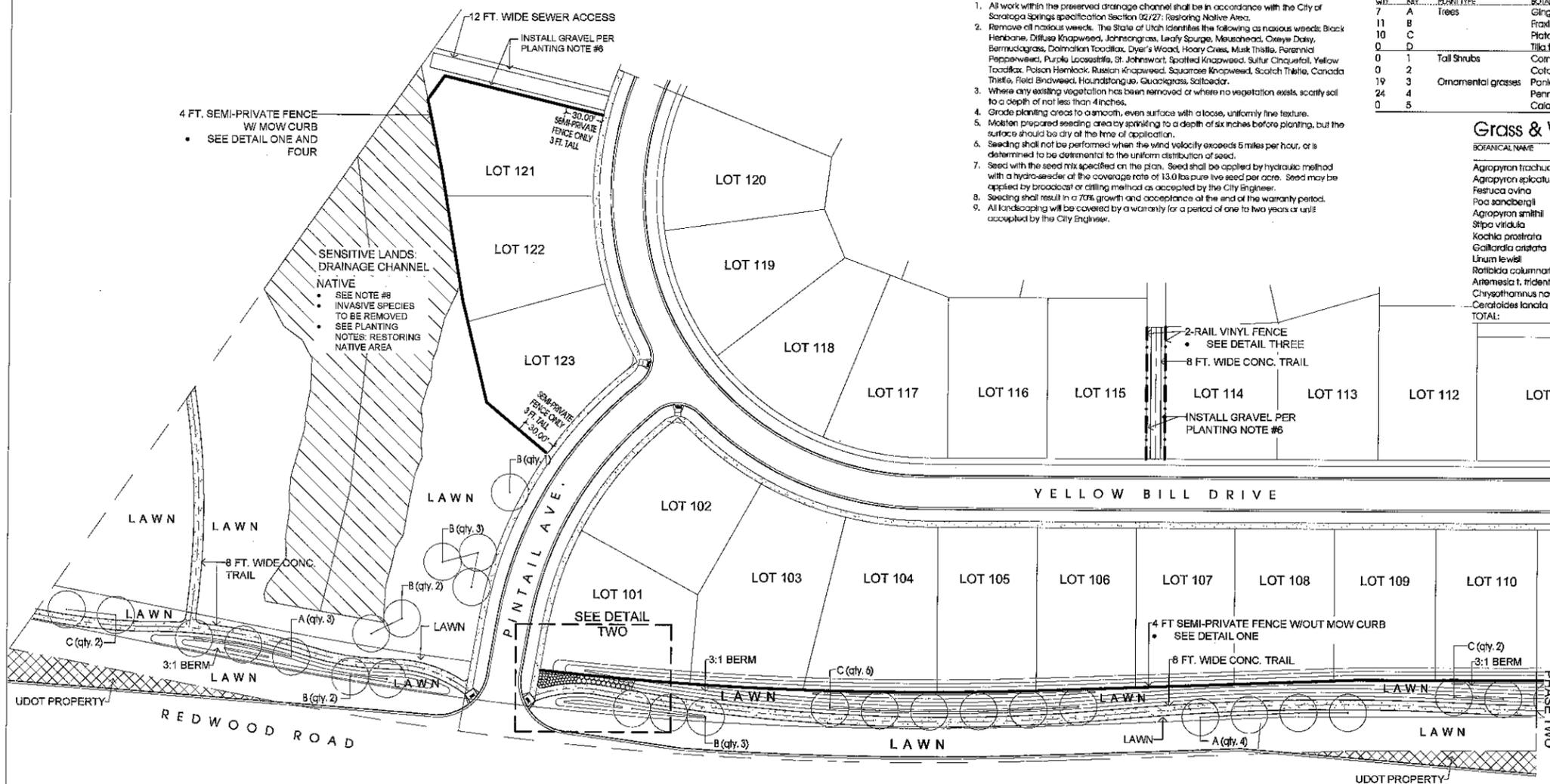
- All work within the preserved drainage channel shall be in accordance with the City of Saratoga Springs specification Section 02727: Restoring Native Area.
- Remove all noxious weeds. The State of Utah identifies the following as noxious weeds: Black Henbane, Diffuse Knopweed, Juncograss, Leafy Spurge, Musk Thistle, Perennial Pepperweed, Purple Loosestrife, St. Johnswort, Spotted Knopweed, Sulfur Cinquefoil, Yellow Toadflax, Poison Hemlock, Russian Knopweed, Sawtooth Knopweed, Scotch Thistle, Canada Thistle, Field Bindweed, Houndstongue, Quackgrass, Saltcedar.
- Where any existing vegetation has been removed or where no vegetation exists, scarify soil to a depth of not less than 4 inches.
- Grade planting areas to a smooth, even surface with a loose, uniform fine texture. The surface should be dry at the time of application.
- Seeding shall not be performed when the wind velocity exceeds 5 miles per hour, or is determined to be detrimental to the uniform distribution of seed.
- Seed with the seed mix specified on the plan. Seed shall be applied by hydraulic method with a hydro-seeder at the coverage rate of 13.0 lbs pure live seed per acre. Seed may be applied by broadcast or drilling method as accepted by the City Engineer.
- Seeding shall result in a 70% growth and acceptance at the end of the warranty period.
- All landscaping will be covered by a warranty for a period of one to two years or until accepted by the City Engineer.

Plant List: Phase One - Mallard Bay - Saratoga Springs, Utah - Holmes Homes

QTY	KEY	PLANT TYPE	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
7	A	Trees	<i>Gingko biloba</i> 'Magyar'	Maldenhol' Tree	2 1/2" cal.	Male
11	B		<i>Fraxinus pennsylvanica</i> 'Climmaron'	Climmaron Ash	2 1/2" cal.	
10	C		<i>Platanus acerifolia</i> 'Bloodgood'	London Plane Tree	2 1/2" cal.	
0	D		<i>Tilia tomentosa</i> 'Sterling Silver'	Sterling Silver Linden	2 1/2" cal.	
0	1	Tall Shrubs	<i>Cornus sericea</i>	Red Osier Dogwood	5 gal.	
0	2		<i>Cotoneaster lucida</i>	Hedge Cotoneaster	5 gal.	
19	3	Ornamental grasses	<i>Panicum virgatum</i> 'Heavy Metal'	Heavy Metal Switch Grass	1 gal.	
24	4		<i>Pennisetum a.</i> 'HomeIn'	Fountain Grass	1 gal.	
0	5		<i>Calamagrostis a.</i> 'Karl Foerster'	Feather Grass	1 gal.	

Grass & Wildflower Mix - Type 1 - Mallard Bay - Saratoga Springs

BOTANICAL NAME	COMMON NAME	RATE Pounds of Pure Live Seed/Acre	Percentages
<i>Agropyron trachuacaulum</i>	Slender Wheat Grass	2.75	2.06
<i>Agropyron spicatum</i>	Bluebunch Wheat Grass	2.75	2.06
<i>Festuca ovina</i>	Sheep Fescue	0.80	0.60
<i>Poa sandbergii</i>	Sandberg Bluegrass	0.80	0.38
<i>Agropyron smithii</i>	Western Wheat Grass	2.75	2.06
<i>Stipa viridula</i>	Green Needlegrass	2.75	2.06
<i>Koeleria prostrata</i>	Prostrate Summer Cypress	1.80	1.13
<i>Gaillardia aristata</i>	Blanket Flower	2.00	1.60
<i>Linum lewisii</i>	Blue Flax	1.50	1.13
<i>Ratibida columnaris</i>	Red Mexican Hat	0.25	0.18
<i>Artemisia tridentata</i>	Basin Big Sagebrush	0.15	0.11
<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush	0.30	0.23
<i>Ceanothus lanata</i>	Winterfat	2.00	1.60
TOTAL:		20.0	15.0



R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING - LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84526
435.753.2955

SARATOGA SPRINGS

CITY ENGINEER DATE

DATE	BY	REVISION	DATE
10/15/2015	DLG	CONTRACTOR	

DESIGNED BY	CHECKED BY	DATE
DLG		

HOLMES MALLARD BAY
PHASE 1 PLANS

SHEET LS-1

23 OF 26 SHEETS
PLANTING PLAN:
PHASE 1

RESOLUTION NO. R15-8 (3-3-15)

ADDENDUM TO RESOLUTION OF THE CITY OF SARATOGA SPRINGS PERTAINING TO THE CITY STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL SUBDIVISION LOTS. (Mallard Bay Plat 1)

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 Mallard Bay Plat 1, (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 Mallard Bay Plat 1 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:
Authorized
Signature:
Its:

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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

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Policy Session Minutes

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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

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Policy Items

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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.

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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

106 **Motion made by Councilwoman Baertsch that we approve the Master Plan and Density Approval**
107 **located approximately 1 mile west of Redwood Road on SR 73 and west of Harvest Hills, WFR 3,**
108 **LLC, Tanuki Investments, LLC, and Collins Brothers Land Development, LLC, applicants, and**
109 **ask that we make the redline changes that Kevin Thurman made that we all approved and the**
110 **changes Kimber Gabryszak made that we approved; and including that on the map that the**
111 **Single-family residential labels be changed to just Residential labels to allow for the multi-family**
112 **possibilities on the west side of Mountain View Corridor. Second from Councilman McOmber.**
113 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call.**
114 **Motion passed unanimously.**
115

116 Councilman Mcomber was excused at this time.
117

118 **3. Consideration and possible approval of the reimbursement to Utah Department of Transportation /**
119 **Utah Division of Facilities Construction and Management for the upsizing of a culinary water line**
120 **near SR-73 and 800 West.**

121 Mark Christensen noted that we can piggyback on the UDOT project, they are asking for a letter of
122 participation. This will allow for upsizing a culinary waterline.
123

124 **Motion made by Councilwoman Baertsch to approve the reimbursement agreement to Utah**
125 **Department of Transportation / Utah Division of Facilities Construction and Management for the**
126 **upsizing of a culinary water line near SR-73 and 800 West in the amount of \$123,650. Seconded by**
127 **Councilwoman Call. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call.**
128 **Motion passed unanimously.**
129

130 **4. Discussion of Shay Park.**

131 Councilwoman Baertsch introduced Mike Hansen and noted that while they were looking at playground
132 equipment Mike was brought in and they discussed some new possibilities like a ride on train. The Utah
133 Live Steamers Club would have volunteers to run the train on Saturdays. They wanted a quick thumbs up
134 or down if it was a possibility. They also would have the opportunity to bring in museum pieces
135 eventually. They think they can still use the Shay name even though the trains didn't run there, but were
136 they were carried on the rail out to Tintic area. They had a small model of the rail the train would run on,
137 7 ½ inches between rails.

138 Mike Hansen noted this was a common size rails that was present at other parks. He worked at Heber valley
139 railroad for 20 years and has several certifications. He proposed the possibly to add this train to the park
140 committee. They had proposed areas noted on the map.

141 Councilwoman Baertsch noted this was all preliminary; Mike will get us some more numbers and estimates
142 so we can have a more exact knowledge of what may be needed. They have some different options as to
143 where the rails could run in the park.

144 Mayor Miller thought it would be good to pursue and wondered at the liability.

145 Councilwoman Baertsch noted the club would hold liability insurance for the train.

146 Mike Hansen noted that the insurance is available through the National Model Railroad Association. It runs
147 them from \$200-300 a year and he believes it would be a million per occurrence.

148 Mark Christensen had a quick observation that they may want to keep the rails as far as possible from play
149 areas like soccer fields so they wouldn't have tripping. These would be details that could be worked out
150 later.

151 Mayor Miller thought we should pursue the possibility.

152 Councilwoman Call thought we had good opinions on the parks committee and she says run with it.

153 Councilwoman Baertsch was a definite go on it.

154 Councilman Willden abstained from comments at this time.
155

156 **5. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably**
157 **imminent litigation, the character, professional competence, or physical or mental health of an individual**
158 **and/or deployment of security personnel, devices, and systems.**

159
160 **Councilwoman Baertsch made a motion to enter into closed session for the purchase, exchange, or**
161 **lease of property, pending or reasonably imminent litigation, the character, professional**
162 **competence, or physical or mental health of an individual and/or deployment of security personnel,**
163 **devices, and systems. Seconded by Councilwoman Call. Aye: Councilwoman Baertsch,**
164 **Councilman Willden, Councilwoman Call. Motion passed unanimously**
165

166 Meeting Adjourn to Closed Session 7:40 p.m.

167
168 **Closed Session**

169
170 **Present:** Mayor Miller, Councilman Willden - electronically, Councilwoman Baertsch, Councilwoman Call-
171 electronically, Mark Christensen, Kevin Thurman, Nicolette Fike, Kimber Gabryszak, Jeremy Lapin

172
173 A Personnel item was discussed.

174
175 **Closed Session Adjourned at 7:47 p.m.**

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177 **Policy Meeting Adjourned at 7:47 p.m.**
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181 _____
182 Date of Approval

Mayor Jim Miller

Lori Yates, City Recorder

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City of Saratoga Springs
City Council Meeting
February 17, 2015

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

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Work Session Minutes

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Present:

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Mayor: Jim Miller

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Council Members: Michael McOmber, Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska
Staff: Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Nicolette Fike,

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Mark Edwards, Chelese Rawlings,

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Others: Chris Porter, Sandra Steele, Stan Steele, Mike Hansen, Krisel Travis, Greg Haws, Boyd Martin, Nate Shipp, Bryan Flamm, Dan Deene, BA Martin, Bryan Chapman, Robert Gurney, Cory Marsh, Thane Smith, Jeff Shumway, Mary Shumway, Ian Conrad

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Call to Order – 5:30 p.m.

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1. Discussion of the Secondary Water Rate Study with Zions Bank.

Matt Millis gave a presentation about the Secondary Water. Most residents now have a meter. They would like tonight to seek input on how to encourage conservation and help users understand their use patterns. They want to consider revenue stability, bill predictability and consistency, and currently incomplete billing/demand data. He discussed that the average needed use was 15 gallons per sq.ft. of lot size. History indicates 60% of users are using above that amount. They need to educate users for a period to allow them to adjust their usage to then be able to tailor in a rate structure that makes sense. Revenues may increase slightly at first as users become accustomed to the rates and then lower consumption. Any additional revenue will be used to fix system deficiencies or enhance system resiliency.

Jeremy Lapin said the 15 gallons is really the maximum of what people should be using, that is not a conservation level.

Matt Millis said they need to establish a clear target usage for customers according to the size of their lots.

We want to make sure that whatever rate we put in is revenue neutral. In the transition period you could cap rates to send them a message but not have excessive billing. The more you transition from a base fee to a consumption based fee the more risk you start taking and volatility in revenue, because they don't know what the patterns are or ought to be. We could transition over a 3 year time to have better data to be confident in the ability to collect a stable source of revenue.

Councilwoman Call does not want to wait several years to move to the system. She could see a transition for a few months but would like to turn the system on this year. We calculate the cost of infrastructure, the fixed costs, and that becomes the base rate, then charge for usage after that.

Spencer Kyle said we need a way for us to collect the data and get it right. Perhaps we could do an 80% base 20% consumption so we can get data and get it right. It helps us get data to fine tune it over a few years.

We don't have any date for after they are being billed for what they will use.

Councilwoman Call said there are no penalties now, we like the pay for what you use system. We can get the word out and the faster we can get on the system the more people will begin to reduce their use.

Mayor Miller we know what the cost for infrastructure and the system is, if we can put in a base cap over 12 months that is set. If we know it costs us a dollar per gallon to pump it than the rate should be \$1 per gallon.

Spencer Kyle, we may end up with a very high base rate and low usage rate which doesn't give us a conservation mentality. That may end up being 80/20% user rate.

Jeremy Lapin confirmed that Council would still like to keep the 12 month base rate.

Councilwoman Baertsch said base rate needs to be adjusted for lot size.

53 Mayor Miller said we talked about tiering, so that could be the base rate, then after that there is the cost for
54 what you purchased for your lot then on top of that is a penalty.

55 Jeremy Lapin asked if they were in favor of a time frame for a cap. What would be an appropriate cap?

56 Councilwoman Call suggested 3 months.

57 Councilman McOmber would like it to be capped based on acreage.

58 Councilwoman Call thought they could do April, May, and June with a note on their bill what their cost
59 would be based on usage.

60 Councilman Willden thought to give them through July; they may not water in April.

61 Councilwoman Call summarized that they thought they should calculate what they are entitled to based on
62 lot size, what their acquisition of water right was, then cap it at 150% of that.

63 Spencer Kyle said so the goal is to get them down to 100% but cap it at 150% for the first few months. They
64 need to look at how utility billing would look.

65 Jeremy Lapin feels that is a different discussion. Staff feels we need to taper the change in over time, every
66 month we expect some drastic changes. How do you feel about a sliding timeline?

67 Councilwoman Call noted we had done rate adjustments for the last 3 years.

68 Councilman Willden if we are too aggressive and under collect than we are going to violate some bond
69 covenants. He would go as soon as we can but within reasons, he recommends two seasons.

70 Spencer Kyle noted we have zero data on what people will use once they get billed by usage, which is a risk
71 for us and the residents.

72 Jeremy Lapin confirmed that the consensus was that real punitive should start when they exceed the 15
73 gallons, once the cap expires.

74 Councilman Poduska wondered if once we analyze the cost and can say the base this month is based on a
75 consumption of 15 gallons per sq. ft. and then if you don't use that much a certain portion could be
76 credited. With over consumption you could face a penalty.

77 Jeremy Lapin responded that credits are a billing nightmare and tricky to implement. He said they had looked
78 at an option that maybe over the first few months you don't charge for use but charge a flat penalty for
79 using over a certain amount.

80 Councilman Poduska commented that we didn't expect this kind of winter, we don't know what kind of
81 summer it will be and people may not need to water, we should start with what our costs are and make
82 sure those are met and be able by the second year to know more what the consumption should be based
83 on that data. We are just looking at what our costs are going to be this summer,

84 Spencer Kyle said that is what they are generally trying to do. Right now the flat rate covers our costs so they
85 don't want to set the base rate on that and charge for usage over that. We would like to reduce the base
86 rate and add the usage. We want to be revenue neutral. What are the fixed costs and put that in the base
87 rate, what are the variable costs and put that in the usage.

88 Councilman McOmber commented that if no one uses any water we still have to pay for our system, we
89 don't want to not have enough revenue to do that so that is what the base fee needs to be, usage should
90 be purely the cost, we know what it costs to pump the water. Then at the 15 gallon mark we have a
91 penalty saying you are impacting the system by over usage. We need to make sure there are some
92 protections in place after they switch over for incidences like broken lines and anomalies, written in.

93 Jeremy Lapin noted the consensus is that the base rate covers fixed costs, tiers cover cost of pumping and a
94 punitive level above that.

95 Councilwoman Baertsch noted the base covers a certain number of gallons allowed according to lot size.

96 Spencer Kyle said there will be a multiplier for each lot.

97 Jeremy Lapin said that staff will digest this information and bring back the next step at another work session.
98

99 **2. Discussion of Shay Park/Train.**

100 Mark Edwards introduced Mike Hansen from Utah Live Steamers train club. He showed two different
101 options for phasing. They would like to keep the train away from pedestrians but they like the idea of using
102 the overpass. Option B avoids pedestrians more.

103 Mike Hansen noted this would be the first train themed park in Utah with a light train running. He noted that
104 the noise level was comparable to a lawn mower. He had a presentation that showed examples of trains

105 and tracks. A railroad in South Weber averages about 500 riders on a Saturday. He thinks it could be that
106 high here or more. They plan to run once a month to start up.

107 Councilman McOmer noted some of the amenities the parks committee had discussed. They have the
108 possibility of museum trains for display. With funds from the ride we can help maintain the train and
109 caboose. The main item today is to approve the pavilion.

110 Councilman Poduska sees this as a tremendous economic development to the city and will bring in more than
111 it costs us.

112 Councilwoman Baertsch said the club wants to help take care of the tracks and things and have materials
113 donated.

114 Mike Hansen noted that they have already found some track to be donated if the City Council is willing to go
115 to this extent. He has gone as far as he can go on this; he has talked to Union Pacific for grant money and
116 he is starting to stockpile equipment. Geneva Rock is looking to do community projects and Council
117 could go to them to donate the road-base and concrete. They need to know it's going to happen to make
118 all the commitments.

119 Council members all wanted the concept and would be voting officially on it in a few weeks.

120 Councilwoman Call is concerned about the parking with this added amenity. The stalls are not wide enough.

121 Mark Edwards noted they don't think the budget will give them all the improvements, do we want to set
122 aside money for the railroad now?

123 Councilwoman Baertsch indicated that we need to get the track bed in now so it doesn't destroy landscaping
124 later.

125 Mark Edwards noted the railroad has curbing along it and that will cost more.

126 Councilman McOmer thinks when we come back for the approval in a few weeks we need to come back
127 with all the costs per phase.

128 Councilwoman Call noted that we have been told by developers that they can do things cheaper than we can
129 as a city, could we approach some of those developers and see if they can help us out.

130 Spencer Kyle noted that since it is public funds it has to go out to bidding.

131 Mike Hansen thinks it would be good to have a plaque noting the donors for the train.

132
133 **3. Discussion of the Preliminary Plat and Final Plat for Legacy Farms Village Plan 1, Plat 1A-1E.**

134 Kimber Gabryszak gave a brief background for the plats; it will include plat 1F when it comes back for
135 approval. It transitions in density from south to north. Total units are 256.

136 Krisel Travis gave a presentation reviewing the plats. Plat 1A includes the Clubhouse. She reviewed the
137 product types in each plat. They will be adding some play features to the small pocket parks. They have
138 broken off of plat 1E a new plat 1F.

139 Councilman Poduska was impressed with the detail and the transition from low to moderate density. He likes
140 the variety of the dwellings.

141
142 Mayor Miller noted the time and adjourned the work session to continue this item in our policy session.

143
144 **4. Agenda Review:** - Not covered in Work session

145
146 **5. Reports:** - Not covered in Work Session

147
148 **Adjourn to Policy Session 6:55 p.m.**

149
150
151
152
153 _____
Date of Approval

Lori Yates, City Recorder

Policy Session Minutes

Present:

Mayor: Jim Miller

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

Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Jeremy Lapin, Sarah Carroll, Chelese Rawlings, Jess Campbell, Nicolette Fike

Others: Chris Porter, Sandra Steele, Stan Steele, Krisel Travis, Greg Haws, Boyd Martin, Nate Shipp, Brian Flamm, Josh Romney, Mindi Tate

Call to Order 7:04 p.m.

Roll Call - Quorum was present

Invocation / Reverence - Given by Councilman McOmber

Pledge of Allegiance - led by Councilman Willden

Public Input – Opened by Mayor Miller

Brian Chapman was here concerning Mountain View Corridor (MVC). He feels the various maps don't match up. They have reached out to UDOT and they are still trying to make sense of it. They sent a letter directed to Council. They thought it would be nice if the citizens could find maps regarding issues in the community, especially where MVC would connect to the city and neighborhoods.

Mayor Miller directed him to work with Owen Jackson.

Public Input - Closed by Mayor Miller

Work Session Continuation – Legacy Farms

Councilwoman Call appreciated having this in a work session. She noted on the southern side the lots near the existing neighborhood and that those lots were large and that they have listened to the neighbors. She likes the entry features and pocket park features and that they would be an amenity to the city as a whole. She noted a few items, in the break down it appeared that there were 0ft. lot lines. She wanted to make sure that 16' driveways were not acceptable and to have them noted correctly on the plats. She asked if we had a resolution on the placement of the direction of the school.

Councilman McOmber had reached out to the school board and they are in favor currently of facing the school to the south.

Councilwoman Call noted the Planned Community zone requires 30% open space.

Kimber Gabryszak indicated the standard requirement in the Planned Community zone is 30% however in the District Area Plan which governs the PC the required range was below 30% so they are compliant with both.

Councilwoman Call wanted to share her appreciation of the work done on this and the decrease in density.

Councilman Willden appreciated the lower density coming in. He appreciates the feathering of density and the open space.

Councilwoman Baertsch loves that the Clubhouse is coming in with the first phase. She noted Council did not yet have the corrected final plans they approved in July and subsequently. She reminded them to wrap the treatment around corner lots. She would like designation on the lots as to which way the house will face. She noted a cul-de-sac lot that needed to face the road because of setback sizes on the lot. She said the map and the verbiage had a discrepancy on the ERU's. They need to remove any mention of the T5 concept. Plat 1B had lots that showed block type 2 but they don't match the definitions. She asked about the Rocky Mt. easement along the school under the sidewalk. In plat 1D some lots show 5' PUE's and also a Use easement, she does not agree with the Use easements and will vote no on the whole project based on that. Note 10 needs to be noted on the plat. On the entire development look at the site triangles and be careful on the landscaping with those. She doesn't see anything on the 400 North improvements. On pg. 20 townhomes had hatched areas on them; she was not sure what that noted. Look at tables and T-zones that have a lot of mismatched information that needs to be cleaned up. Remove references to urban townhomes.

206 Krisel Travis said they would take those comments into consideration and would be coming in with their
207 plats this week.

208 Councilman McOmber appreciated the project and thinks the entry features would be a great addition to the
209 Redwood Road corridor. He likes the view corridor. He did not want a huge directional marketing sign
210 blocking the park and view. He appreciates the pocket parks but would like them to consider saving
211 some of the amenities for the larger parks. In terms of the setbacks, they have had some plotting issues
212 where houses were built on the line or on utilities and he would be willing to look at fines for such.

213 Krisel Travis noted part of their process is to do a lot analysis on their lots to make sure they are situated the
214 best.

215 Councilman McOmber would suggest they strongly look into the shared lot line issue. He thinks they have
216 done a great job overall and they will sell well. He feels it's a natural transition from Saratoga Springs
217 Development.

218 Policy Items

219 **1. Quarterly Update from the Finance Department.**

220 Chelese Rawlings noted they have received the majority of the property taxes (98%) so things are looking
221 nicer. Revenue is exceeding their expenses so far this year. The revenues are coming in better with the
222 exception of energy taxes due to the warm weather. There were some one time expenditures early this
223 year. She answered a few questions from Council to clarify the document.

224 Councilmembers thanked Chelese for her time and the work of her team. The document continues to be
225 easier to read each year and it looks very nice.

226 Councilman Willden would like to point out that we are \$800,000 under budget year to date.

227 Councilman McOmber noted we do always come in under budget and we have a very conservative budget to
228 begin with and it's a great testament to Chelese and her team.

229 **2. Consent Calendar:**

230 **a. Consideration and Possible Approval of the Final Plat for Sierra Estates Plat E located at**
231 **approximately 600 West 400 North, Patterson Homes, applicant.**

232 **b. Resolution R15-6 (2-17-15): Addendum to resolution of the City of Saratoga Springs pertaining to**
233 **the City Street Lighting Special Improvement District to include additional subdivision lots.**
234 **(Sierra Estates Plat E)**

235 **c. Resolution R15-7 (2-17-15): A Resolution of the City Council of the City of Saratoga Springs, Utah,**
236 **regarding the Temporary Appointment of Justice Court Judges.**

237 **d. Consideration and Possible Approval of Water Right Purchase Agreement with Paul Johnson.**

238 **e. Consideration and Possible Approval of Waldo Water Right Purchase Agreement.**

239 **f. Consideration and Possible Approval of a Pavilion for Shay Park.**

240 **g. Minutes:**

241 **i. February 3, 2015.**

242 Councilwoman Baertsch noted that changes were emailed in for the minutes. She noted that Item c.
243 needed to be removed.

244 Kevin Thurman indicated that the prior resolution didn't allow them to go out of Utah County to appoint
245 substitute judges; they will bring an update to that resolution that will allow them to bring judges
246 from Salt Lake County. They will see this on the 3rd.

247 Councilwoman Baertsch would like to add conditions in item a. Condition 5. To put notification of
248 agricultural items nearby, it's very near the lighted arena. And condition 6. To note on the plat to be
249 aware of Mountain View Corridor.

250 Councilwoman Call would like to request that driveways be fronted on the less intense street so they
251 don't have backing issues on item a. On the Waldo Water right purchase she is uncomfortable with
252 the phrasing that the city agrees to pay \$3500 or the highest price after 5 years.

253 Jeremy Lapin said he called and he agreed to amend it to say an average of the three highest prices.

254 Councilwoman Call is comfortable with that.

259
260 **Motion made by Councilwoman Baertsch to approve the Consent Calendar including all staff findings**
261 **and conditions for item a. Consideration and Approval of the Final Plat for Sierra Estates Plat E**
262 **located at approximately 600 West 400 North, Patterson Homes, applicant adding condition 5 to**
263 **place a notification on plat of nearby agricultural operations, adding condition 6 to place a**
264 **notification on the plat for future Mountain View Corridor; Resolution R15-6 (2-17-15):**
265 **Addendum to resolution of the City of Saratoga Springs pertaining to the City Street Lighting**
266 **Special Improvement District to include additional subdivision lots. (Sierra Estates Plat E);**
267 **Tabling Resolution R15-7 (2-17-15), until March 3rd 2015; The approval and purchase of Water**
268 **Right Purchase Agreement with Paul Johnson in the amount of \$241,321.44; The approval of**
269 **purchase of Waldo Water Right Purchase Agreement in the amount of \$147,654.50, amending**
270 **language to say the purchase price on future acquisition shall be on the average price of the previous**
271 **three years; The approval of purchase of a pavilion for Shay Park in the amount of \$65,388; And**
272 **the minutes of February 3rd with changes emailed by Councilwoman Call, Councilwoman**
273 **Baertsch and Councilman Willden. Seconded by Councilwoman Call.**
274

275 Kevin Thurman clarified that the motion on item e. should be **the average of the highest three**
276 **purchase prices within the last 5 years.**

277 Amendment accepted.

278 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
279 **Councilman Poduska. Motion passed unanimously.**
280

281 **3. Public Hearing: Consideration and Possible Vacation of a Sewer line Easement to Lot 7 of the**
282 **Ironwood at Saratoga Subdivision Plat 1 development (also known as Plat 17 of the Saratoga Springs**
283 **Development).**

284 **a. Ordinance 15-5 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah vacating a sewer**
285 **line easement in Lot 7 of the Ironwood at Saratoga Subdivision Plat 1.**

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

291 Kevin Thurman noted this is the same process as when we need to vacate a road.

292 **Public Hearing – Opened** by Mayor Miller

293 No input at this time.

294 **Public Hearing - Closed** by Mayor Miller

295
296
297 Kevin Thurman noted that they have modified the language in the document to note we are vacating only a
298 portion not the entire sewer line.

299 Councilwoman Baertsch asked if they are removing the sewer line.

300 Jeremy Lapin replied they are removing it, he believes it has already been done.
301

302 **Motion made by Councilman Willden to approve Ordinance 15-5 (2-17-15): An Ordinance of the City**
303 **of Saratoga Springs, Utah vacating a sewer line easement in Lot 7 of the Ironwood at Saratoga**
304 **Subdivision Plat 1 with the amendments to the documentation as presented by staff today.**
305 **Seconded by Councilman McOmber. Aye: Councilman Willden, Councilwoman Baertsch,**
306 **Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.**
307

308 **4. Public Hearing: Consideration and Possible Adoption of a General Plan Amendment to the Mixed**
309 **Lakeshore Designation.**

310 **a. Ordinance 15-6 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah, adopting**
311 **amendments to the Saratoga Springs General Plan pertaining to the Mixed Lakeshore designation.**

312 Kimber Gabryszak noted that this is a zone that anticipates taking advantage of the lakeshore for
313 developments that would be of benefit to the whole city with small café's or rental shops as well as
314 densities that small businesses there would need. Developments have mostly just pursued low density
315 residential. This was discussed at the Council retreat. She addressed the concern at Planning Commission
316 that it may take away property rights. She noted that they could apply for a rezone but it also allows for
317 higher density and add commercial that can add value.

318
319 **Public Hearing - Opened** by Mayor Miller

320 No input at this time.

321 **Public Hearing - Closed** by Mayor Miller

322
323 Councilman Willden has gained appreciation working on the Code subcommittee panel and thought there
324 were some good things coming.

325 Councilman McOmber noted they are specifying trailheads and he would like to direct staff to see that our
326 trailheads get some signs directing them to the trailheads from the main roads.

327 Councilwoman Call thanked staff for the work.

328
329 **Motion made by Councilwoman Call that we approve Ordinance 15-6 (2-17-15): An Ordinance of the**
330 **City of Saratoga Springs, Utah, adopting amendments to the Saratoga Springs General Plan**
331 **pertaining to the Mixed Lakeshore designation. Seconded by Councilman Poduska. Aye:**
332 **Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
333 **Councilman Poduska. Motion passed unanimously.**
334

335 **5. Public Hearing: Consideration and Possible Adoption of Code Amendments to the Land Development**
336 **Code Section 19.13 (Concept Plan process)**

337 **a. Ordinance 15-7 (2-17-15): An Ordinance of the City of Saratoga Springs, Utah adopting**
338 **amendments to the Section 19.13 of the Saratoga Springs Land Development Code (Concept Plan**
339 **Process) and establishing an effective date.**

340 Kimber Gabryszak reviewed the code amendment; the current process requires an informal application
341 review before both the Planning Commission and City Council prior to submittal of an official
342 development application, which lengthens the process considerably. It has been recommended that the
343 Concept review be removed from Planning Commission and City Council. They are in the process of
344 revising the Development Review Committee process and develop comment review meetings with the
345 developers. They have done this already a couple weeks ago and the developers are in favor of this
346 change. There are still instances where it would go before Council such as with a rezone and with or for
347 a Master Development Agreement.

348
349 **Public Hearing - Opened** by Mayor Miller

350 Chris Porter thinks this can increase efficiency but does not think it will help with transparency. He
351 thinks at the concept plan phase is when residents start to hear about developments and need to be
352 aware of changes and can offer feedback. He is worried that the first time residents will hear about it
353 is at the preliminary plat stage.

354 **Public Hearing - Closed** by Mayor Miller

355
356 Councilwoman Baertsch said we are working to make sure we are more efficient so she is not as concerned
357 with transparency because they often see the applicant several times. Also the plans will still go up on
358 the website when the applications come in.

359 Kimber Gabryszak noted that yes the applications would be on the website and added that while the concept
360 phase has gone before the Council and Commission it did not allow for public input at those meetings.

361 Councilwoman Baertsch feels it would clean up the process.

362 Kevin Thurman noted we do a notice but is the 24 hour and 300 ft. notice.

363 Councilman Willden noted also that we don't take public comment at meeting during the concept plan
364 review. He thinks this is being responsive to feedback they have had from businesses and developers.

365 Councilman McOmber noted that they had feedback from developers and this was an area they thought was
366 onerous. Also it takes away the ambiguity; often people in the audience were confused during meetings
367 when council gave feedback thinking it was binding. He would like to continue to have staff and
368 committees look at more opportunities to reduce impact on developers and still maintain the integrity of
369 the City.

370 Councilwoman Call commented that when the concept plans come forward they can change many times
371 before they actually come for approval. She feels staff knows what the Council wants and that it can
372 increase transparency and will help to not overburden developers and businesses.

373 Councilman Poduska thinks it is an excellent idea. He thinks this will help clarify things better right from the
374 start.

375 Mayor Miller thinks it is great and thanked the developers and business that took the time to give input. This
376 is the first of changes they have discussed to help streamline the process and make things better
377

378 **Motion made by Councilman Poduska that based upon the evidence and explanations received today, I**
379 **move to approve the proposed amendments to Section 19.13.05, with the Findings and Conditions**
380 **listed in the staff report. Seconded by Councilman McOmber.**

381 Councilman McOmber noted also **Ordinance 15-7.**

382 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,**
383 **Councilman Poduska. Motion passed unanimously**
384

385 **6. Consideration and Possible approval of the Preliminary Plat and Site Plan for Jordan View Landing**
386 **located between Crossroads Boulevard and 400 East , Ivory Development LLC, applicant.**
387

388 Ken Watson wanted to thank Council for being open to developers with the last ordinance, it will make
389 things easier.
390

391 Kimber Gabryszak reviewed the plan; she noted the original concept plan and the changes to date. There has
392 been a change to native grass in some locations and they are compliant with sod in the development. She
393 reviewed Planning Commission comments and conditions. The Urban Design Committee has reviewed
394 and given support for the modified elevations. It complies with the Code review. There may be a
395 problem with street names.

396 Ken Watson had no problem with the conditions.

397 Councilman McOmber asked why they are putting a fence on 400 east.

398 Ken Watson replied the main reason was to give lot security, it would be a wrought iron style fence, probably
399 5' high, and they should be able to see over the top as it will sit down the hill.

400 Councilman McOmber has no problem with the natural grasses, if the people decide they don't like it later,
401 they can go to the HOA.

402 Ken Watson noted the natural grass is really a hay grass.

403 Councilman McOmber appreciated that he had listened and took suggestions from the Council.

404 Councilwoman Baertsch appreciated everything he has done and the long driveways. Working with the GIS
405 department they can decide if the street names and lot numbers will be a problem. Condition #1 needs to
406 add "maximum" number of units. The elevations are good, she wishes there was more relief on the rear.

407 Councilman Willden thanked him for coming back and working with staff and City Council. He thinks this
408 is something good for the city

409 Councilwoman Call appreciates him incorporating many of the suggestions from Council, especially the two
410 car garages. She also feels some articulation on the rear elevations would be good. She is not a fan of the
411 native grasses; they tend to get replaced as they can become a weed patch.

412 Ken Watson indicated he would take the suggestions under advisement.

413 Councilman Poduska thought it was a tremendous improvement from where it started. He agreed with the
414 other Council members and felt it would be a good addition to the city.
415

416 **Motion made by Councilwoman Baertsch to approve the Jordan View Landing Preliminary Plat/Site**
417 **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. Adding the word “maximum” to condition #1. Seconded by Councilman McOmber. Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously

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.

Kimber Gabryszak gave a brief review of the plan. She reviewed previous actions taken on the plan. 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). She reviewed staff recommendations and went over the revised plan.

Kevin Thurman noted that they had a version on the MDA that went through several revisions, and so they went back to the original agreement. So now there are more minor changes to address issues with the Collins Brothers property and commercial property. They would like to be vested with Chapter 19.26 as far as open space is concerned. Staff feels it would be beneficial to the city; it locks them into the 30%. It also notes what the Collins Brothers obligations are.

Nate Shipp wanted to acknowledge the effort of the staff to help work through this project. He said they were at a place where they need to move forward and commit with UDOT. They hope to leave tonight with enough insurance to guarantee that they can move forward and close the deal with UDOT

Josh Romney, with The Springs development, encouraged Council to approve the proposal tonight. They have been working with Wildflower to coordinate with their own development.

Paul Johnson wanted to be clear that he did not have authority to sign for Collins Brothers tonight. He appreciates the hard work of all the parties and also urges Council to move forward so reliability is in place. He responded to Councilwoman Baertsch that they think they have come up with a great solution for truck traffic; they are still working it out with everyone.

Josh Romney felt all the parties had that interest at heart and were working to make the best solution for that. Councilwoman Baertsch is concerned with the MDA, with the revisions just today and would like to review that more. She had some notes on the MDA, starting with the neighborhood percentages in the brackets. It doesn't make sense to see minimums that are below the brackets of the lot ranges.

Councilwoman Call clarified that the brackets were too large.

Nate Shipp noted they are trying to follow the middle ground. They can't break it into small enough pieces at this point. He isn't sure how to cross the gamut of ranges. They could perhaps just show one bubble on the east side and one on the west side. They could say residential outside Mountain View Corridor (MVC) tonight that ranges in size from 4500 sq.ft. to excess of 20,000 sq.ft.

Councilwoman Call would dare say a total acreage inside and outside the multifamily. She doesn't think we need to touch on lot size.

Bryan Flamm felt that would make them need to lot out the whole thing when that isn't their intent. They do plan on Village planning the whole east side together so he thinks that will fix it at that time.

Councilwoman Call asked about the changes on the MDA.

Bryan Flamm replied that it would help them have assurances on lot frontages. If they get an approval without assurances on frontages they may have to cut more units.

Kevin Thurman noted about feathering of density, they have another part of the code that requires feathering of density and this could restrict their ability when they come in with Village Plans.

Councilwoman Call asked could we adopt something tonight that says we are willing to work with a myriad of lot sizes throughout the plan but doesn't bind us to allow 6000 sq. ft. lots across the whole thing.

Kevin Thurman said the City is protected because it refers to the Community Plan but he isn't sure what the developers would need for their assurance tonight.

Councilwoman Call said if we can address unit numbers tonight, then we will work in good faith to accomplish it.

Bryan Flamm thought there could be a hybrid that they combine neighborhoods 1-7 and gave the range, it does identify that there will be some smaller and some bigger, and it will be identified further as they

470 come with Village Plans. He is struggling on how to fit what they need without hammering out the small
471 details that really should come later.

472 Councilman McOmber Feels combining the 7 bubbles will accomplish what they would like.

473 Councilman Willden would be more comfortable with this table is there was a total maximum of units per
474 neighborhood. It gives some flexibility to transfer some.

475 Nate Shipp gave an example. The maximum is subject to the transferability. A 15% increase here would
476 mean a 15% decrease somewhere else.

477 Councilman Willden felt that way we are getting some assurance.

478 Councilwoman Call is still uncomfortable with the way the language is written.

479 Councilman McOmber thinks the way it's written the City would have their protections. Eventually they
480 have to have good faith. He thinks common sense will prevail.

481 Kevin Thurman suggested language in 19.04.03 they could place a similar cap on everything east of MVC.

482 Councilwoman Baertsch thinks with that there is no definition of how soon it changes.

483 Bryan Flamm is concerned that in area 1 they wouldn't be able to transition quick enough from the large lots.

484 Councilman McOmber had that concern also. His suggestion is keep the east side clear and west side is
485 where they do the adjustments for the impact of MVC. He doesn't think there is anything in the MDA
486 that he couldn't approve. When they come back with the table they could group it so they can see the
487 whole east side west side approach.

488 Councilwoman Baertsch thinks is hard, because most of it has been worked out; she is not completely sure
489 on the MDA.

490 Kevin Thurman felt confident in the MDA, his concern is that Collins Brothers hasn't had the opportunity to
491 look at it yet, we are granting a rezone without them giving up anything, and he compromised with
492 making it subject to current code. They would be required to do an MDA as well as their own
493 community plans. DAI is locking into uses, density and zoning and open space in the CP and PC zone.

494 Councilwoman Baertsch is still uncomfortable with not being able to review it before now.

495 Councilwoman Call feels she cannot move forward with this tonight.

496 Kimber Gabryszak suggested they could put down the language tonight that meets the needs of applicant and
497 Council. They could add it under #7. Densities and Approved Uses. Add language that would make them
498 comfortable.

499 Councilwoman Call would feel comfortable to pass an MDA if they keep it broad. She doesn't like page 21
500 and pg. 27 in the Community Plan.

501 Nate Shipp said tonight they would be comfortable with moving forward with the MDA tonight and not the
502 Community Plan as long as they have the assurances they need in that plan.

503 Councilman McOmber feels that UDOT could pull out and we need to move forward with this for them to
504 sign a contract. If that mean you are ok with a broad MDA than that is what we need.

505 Councilman Willden is ok with the general rezone and MDA subject to the Community Plan. With the 15%
506 limitations and modifications they have talked about he is generally comfortable, but if we could be a
507 little broader that would be good.

508 Nate Shipp clarified that they would do the maximum amount of density transfer with council approval, If
509 they combined neighborhoods 1-7 with lot ranges for 4500 to in excess of 20,000ft.

510 Councilman Willden is comfortable with that. If it could be broader so he can get 5 unanimous votes it will
511 make his future visits easier.

512 Councilwoman Call suggests they adopt the MDA as presented with the neighborhoods 1-7 combined with
513 densities of 4500 to in excess of 20,000 sq. ft. with the density number they have already seen included
514 in future community plan, that density transfer 15-25% with council approval, no more than 25
515 allowable, and take out neighborhood 3 from the exception.

516 Kimber Gabryszak showed the changes on screen for approval.

517 Page 21 of Community Plan shall be modified as follows: a. the density transfer between neighborhoods
518 shall be modified to include a transfer of 15-25% with Council approval. No density transfer shall
519 exceed 25%. b. The lot size exception shall be removed from neighborhood 3.

520 Page 27 of the Community Plan shall be modified as follows: a. Neighborhoods 1-7 shall be combined
521 into one neighborhood and the ranges combined to 4500 sq. ft. to excess of 20,000 sq. ft.

522 Nate Shipp needed to know on the smaller lots they could have the frontage requirements they needed.

Councilwoman Call didn't want to reference page 21 or 27 and just say neighborhoods 1-7, minimum lot is 45' and typical range is 4500 to in excess of 20,000 sq. ft.
Kevin Thurman noted we will need the MDA recorded before they close with UDOT so the use runs with the land.

Motion by Councilwoman Baertsch that we continue this (item) to Tues. the 24th (2015) at which time they will be able to do the Community Plan MDA and the Zone change in total. Seconded by Councilwoman Call.

Nate Shipp would like them to come to him (through Kimber) if they have some questions.
Bryan Flamm asked if they could sit down and look at lot layouts they have done so they can get comfortable with how it is coming together on the tables.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Mayor noted we will meet next Tues. at 6:00 with this the only item on the agenda.

8. Ordinance 15-8 (2-17-15): An Ordinance appointing a member to the City of Saratoga Springs Planning Commission.

Mayor Miller noted this is the first time in appointing Planning Committee members that they have really tried to set up a process. They received applications and they narrowed them down to four resumes. This time Stephen Willden was chosen to help interview. For the future they suggested that Mayor Pro-tem be the standing joint interviewee and include a member from the Planning Commission so they know who is coming for those interviews. That is how they will move forward with the process. The Mayor recommended Dave Funk, he has been on the finance committee, he is very thorough and it was thought he could add some flexibility and depth to the Planning Commission.

Motion made by Councilman McOmber to appoint David Funk as Planning Commissioner for a 4 year term. Seconded by Councilman Poduska

Councilwoman Call clarified that it was not quite 4 years as it would expire Dec 31st.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Mayor Miller addressed to staff that we need to include this new process in the bylaws.

Councilwoman Call said while she appreciates being more efficient she would like them to provide the information to the Council of walking through the process, i.e., these were the applicants, these ones were narrowed down.

Councilman McOmber noted this is under the role of the Mayor and as he takes the advice of everyone, it still needs to be his decision who to bring forward as a recommendation.

Councilwoman Baertsch agreed, although they may not always trust a mayor. It is nice to have those names and be able to see who they are.

Councilman Willden thinks we should thank the Mayor for improving the process.

Policy Meeting Adjourn 9:55 p.m.

Date of Approval

Mayor Jim Miller

Lori Yates, City Recorder

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City of Saratoga Springs
City Council Meeting
February 24, 2015

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

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Policy Session Minutes

Present:

Mayor: Jim Miller

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

Staff: Mark Christensen, Kimber Gabryszak, Kevin Thurman, Spencer Kyle, Nicolette Fike, Jeremy Lapin

Others: Nate Shipp, Mindi Tate, Chris Porter, Jennifer Klingonsmith, Rob & Stefani Bailey, Troy Herold,
Milt Shipp

Call to Order 6:00 p.m.

Roll Call - Quorum was present

Invocation / Reverence - Given by Councilwoman Baertsch

Pledge of Allegiance - led by Councilman Willden

Public Input – Opened by Mayor Miller

No input at this time.

Public Input - Closed by Mayor Miller

1. 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.

Kimber Gabryszak gave a review of the changes since the last meeting. The dedication of open space will not be called out ahead of time in the Community Plan or MDA but when they come in for plats it could be considered. There is no guarantee of impact fee credits mentioned, one reference to it. There is a conceptual open space base level; they will need to comply with the development code.

Jeremy Lapin commented that he thinks it should be changed so it doesn't limit us for reimbursement options, it should not specify how we are participating but make it broader.

Kevin Thurman agreed, it won't always be adding something for system improvement; it could have impact fee credits for other things as well.

Councilwoman Baertsch said the upper example (open space base level) was not what they would normally accept for the city.

Kevin Thurman thought you could add additional language to reference the codes, 19.26.

Kimber Gabryszak noted that there is a clear statement that it is conceptual. She continued with the updates and changes. The developer is not improving the UDOT detention basin at the request of the city. There were notes concerning limitation of temporary development signage, water tank name change and they removed primarily from references to single family and strike out recreational needs on page 12.

Councilwoman Baertsch noted much of her comments have been addressed in the changes. She asked if they wanted to include the pit/mine in their notifications.

Nate Shipp commented that they would much rather have adequate noting than not. He will reference existing mining and blasting operations.

Councilwoman Baertsch would like more clarification on pg. 46 about which evergreens they would be willing to accept, and note that shade trees can be used in other areas. They may need an evergreen table.

Kimber Gabryszak suggested they could address that at the Village Plan level.

Nate Shipp said they can add it.

Councilwoman Call was concerned with not having a table added now.

52 Kevin Thurman said they could just refer back to the code so that it is not too specific in the Community
53 Plan.

54 Councilwoman Baertsch suggested to leave shade trees shall be used in public right of ways and they could
55 remove pg. 47 and 48 from the Community Plan and they would talk about it in Village Plans.

56 Nate Shipp noted a tank that was misnumbered. The tank closed to Redwood road should be tank 5.

57 Councilwoman Baertsch had concerns about wording on the open space and making sure we are not tying
58 ourselves prematurely into some of those amenities.

59 Councilwoman Call asked how they would deal with the acreage being deeded to UDOT if it wasn't the
60 exact acreages called out.

61 Kevin Thurman said if it's only a few acres that would be covered, as things were conceptual in nature, but if
62 it was a large change that is where they would want to amend the Community Plan.

63 Councilwoman Call was concerned with Planned Community Zone and she didn't want to confuse the
64 definition, it may be too specific. On the open space plan, she wants to make sure that we are not just
65 saying our open space is only a network of trails. It needs to add that it is not limited to trails, and
66 includes parks, open space and a trail network. She asked if they wanted to call out Camp Williams
67 specifically in the dark sky initiative.

68 Kimber Gabryszak thought it was covered in 19.11

69 Councilwoman Call they don't establish all the parameters for buffering for Camp Williams and MVC and
70 all the things, it's kind of piece meal, is there a way to bring it all together in the buffering area. She
71 thinks ERU's could be referenced differently in the table on pg. 14. On pg. 21 she notes it doesn't say
72 when the density transfer may happen, that needs to be included.

73 Kimber Gabryszak said most likely it would be at Village Plan time.

74 Kevin Thurman noted in the Village Plan section of the code it notes it needs to have detailed transfer density
75 of non-residential sq. ft. provisions.

76 Councilwoman Call continued pg. 25 Regional Commercial should reference exhibit 2. On pg. 25 she had
77 concerns with wording about ERU's, change to within the allowable ERU's. pg. 26 she was concerned
78 that accessory structures should all be required to meet the City Code. Remove "not requiring a building
79 permit." Pg. 29 change higher density use to medium density use. On pg. 30, add on setback met at
80 Village Plan "per Section 19.26." She would like more parking than .25 spaces for guest parking. Pg. 35
81 we don't need to see the WDRC internal process. Remove the single family home approval process. Pg.
82 37, thanks for the note about housing styles, could we carry that over to each plan, it's just on the
83 Contemporary page now. Pg. 45 Landscape Philosophy, she would like something that talks about parks.

84 Kimber Gabryszak said this page was discussed quite a bit, it was originally confused between landscaping
85 and open space; we would like them to be separate and reference the appropriate sections of code. We
86 don't want them blurred together too much. She suggested removing the last paragraph and rewording
87 the first sentence to read "landscaping and open space" and then reference "19.06 and 19.26
88 respectively."

89 Councilwoman Call also wanted the last paragraph just be put in the CCR's. On pg. 46 she shared the
90 concern with the shade and ornamental evergreens. On pg. 51 she appreciated removing the note about
91 city accepting trails and that it's conceptual. Pg. 52, if there was a way to encompass all of the buffer
92 concerns, it appears it should. Community plan is required to identify and dictate what buffering will be
93 but it doesn't say that it is going to be. Call out buffering from Camp Williams. Pg. 53 Park Standards
94 put in something that it will "meet recreational needs as per section 19.26." Pg. 54 also include "meet
95 recreational needs" and also on pg. 55. On pg. 56 if the area is subject to credit for open space, she
96 doesn't want it to be counted now only to have it be widened later into a road. Define as counting as
97 open space only if it's outside the right of way. Pg. 57 it says regional trails need to meet city standards,
98 but all trails need to comply.

99 Kimber Gabryszak noted that some of the trails would not be given to the city but they may meet their needs
100 as an HOA.

101 Councilwoman Call does not want 3ft. trails.

102 Councilwoman Baertsch we need to plan for the future and plan as if we have to take them over someday (if
103 an HOA fails) We need to make sure they meet the needs down the road.

104 Jeremy Lapin suggested “regional trails identified on the City’s master plan shall meet city standards, all
105 other trails shall meet below standards.”

106 Kimber Gabryszak put that in the notes and that they would delete the 3’ option and the parentheses options.
107 Councilwoman Call appreciates the note on signage she would also like pg. 59 to include the note that all
108 signage will be part of the Village Plan, or remove the page.

109 Nate Shipp would like to preserve this conceptual graphic in the plan. This monument is one exception they
110 would really like to have.

111 Councilwoman Baertsch noted the current sign height allowed is 20 feet for signs and she will stick to that
112 but it could be addressed at Village Plan.

113 Councilman Poduska doesn’t understand where the objection is, he thought this was an attractive monument,
114 and wondered if there was something that denied this type of monument.

115 Kimber Gabryszak cited in Section 19.18 under Residential Uses that there shall be permitted one monument
116 sign for each major entrance to the development. It talks about materials and incorporation, then: When
117 reviewing the design of proposed entry features signs, staff shall determine whether the scale of the sign
118 is consistent with the surrounding natural and built features. There is nothing in there about height.

119 Councilwoman Baertsch said where the location is not nailed down she feels it shouldn’t be included now.
120 We can leave it as concept and we will address it at Village Plan.

121 Councilman Willden agrees that it could be addressed at the later time.

122 Nate Shipp would like to have language included that allows them to go forward with the design they would
123 like, that will prevent them from doing an ordinance change later. They did do language that prohibits
124 billboards, this is conceptual now. This is just specific to the monument sign.

125 Councilman Willden suggested that City Council may consider it later.

126 Councilwoman Call likes the way the ordinance currently reads about it being contextual.

127 Nate Shipp asked could we just tie it to the code as it currently stands.

128 Councilwoman Call doesn’t want to get backed into a corner because it’s in the Community Plan.

129 Kimber Gabryszak noted they could reference the current code “When reviewing the design of proposed
130 entry features signs, staff shall determine whether the scale of the sign is consistent with the surrounding
131 natural and built features.” There is nothing in there about height.

132 Mark Christensen thought they might want to look at the sign in a different way, where there are actual
133 words on the monument that would meet our sign code and the rest is an artistic element.

134 Councilwoman Call what would stop a developer from changing the top to a sign later.

135 Mark Christensen thought it could be considered as an architectural feature, not a sign.

136 Councilwoman Call asked if the applicant be willing to be locked into this design.

137 Nate Shipp replied it is engineered and ready to go and he would be willing to be locked into this design.
138 They think it’s a beautiful aspect to the community.

139 Councilwoman Call would he be willing to put conditions in that include things like “including grading shall
140 not be above a certain height.”

141 Nate Shipp asked if it could be relabeled to change the name to an entrance feature instead of sign.

142 Councilwoman Baertsch still has a hard time not knowing where it would be placed.

143 Kevin Thurman indicated we could make a condition that it’s not within so many feet of residences or
144 obstruct views of existing or future residences.

145 Councilwoman Baertsch is concerned it would be high up and a beacon that would be seen too far away.

146 Nate Shipp commented that while it is a sign to let people know where they are it is mainly to set a tone for
147 the neighborhood.

148 Councilman Poduska asked if they had an idea where they would like to place it.

149 Nate Shipp noted they would like to put it at the entrance off of MVC to the north and just as you come in on
150 the South past the commercial area.

151 Kimber Gabryszak noted on the map the areas they were looking at.

152 Kevin Thurman suggested they could add a note that the location of the following sign shall be determined at
153 Village Plan stage and shall be based on the following factors: distance to future and existing residential
154 homes, signs shall be located no closer than 100 ft. to existing and future homes, signs shall not
155 unreasonably restrict use of existing and future residential homes. Signs shall comply with chapter 19.11
156 of city code.

157 Council and staff discussed the merits of adding the condition. They felt since they didn't know the exact
158 location that it would be better to leave it as it is and address concerns at Village Plan.
159 Councilwoman Call noted on pg. 61 to add buffer and fencing treatments for the MVC.
160 Councilwoman Baertsch asked about them fencing the full perimeter, do they not want one consistent
161 product throughout the neighborhood; it seemed there were different fences options.
162 Nate Shipp is anticipating building different fences for different components but it should all have a
163 consistent feel. Along a collector road may be difference than along a trail. We could remove perimeter
164 of the property reference and say fencing shall be a consistent feel.
165 Kevin Thurman thought it would be fine the way it was as it was a concept.
166 Councilman Poduska had his concerns resolved earlier today after reviewing changes and meeting briefly
167 with Kimber Gabryszak.
168 Councilman Willden noted the Planned Community zone has been challenging with creating new code and
169 we are all working through that.
170 Kevin Thurman noted the change to the MDA about billboards will run with the land and be binding on
171 UDOT as well. Also under the mining area the language is less restrictive; it will allow them to grade
172 and process and sell products off site.
173 Councilwoman Baertsch asked the developer to define the grading that will need to happen.
174 Nate Shipp said there are some steep areas they will probably need to be leave alone. Most of it will be
175 smoothed out. The majority of what they will be cutting will be on the west side. Long term it will help
176 fix drainage issues and alleviate flooding concerns.
177 Councilwoman Call noted a few corrections that needed to be made on the MDA. She wanted to include
178 "dedicate in some cases with approval from city council" in 10.a. She also wanted in b. to add
179 "subsequent approved Village Plans." In 11. private trails, she wondered if they would be keeping
180 private trails that public was not allowed on.
181 Nate Shipp replied that if the HOA was maintaining the trails then they should be private, if the public was
182 using them then the public should upkeep it.
183 Councilwoman Call noted there were trails in the city that were HOA maintained but the public did use them.
184 Kevin Thurman noted this was the same language that was used in the Legacy Farms MDA. HOA's may not
185 be stopping people from using their trails, but it is a pet-peeve of theirs. Are we going too far, we are
186 requiring them to install and maintain in perpetuity, yet grant public access, it could be interpreted as an
187 illegal action.
188 Councilwoman Call thought maybe they could get Open Space credit or something, she doesn't want people
189 being kicked off the trails like kids walking home from school. Where there is this much acreage and
190 developments on both sides she doesn't want to prohibit transportation through that except on trails
191 dedeed to the city.
192 Kevin Thurman said we would have to see our code for parks and trails and see if that is prohibitive. If it's
193 on our master plan, than that is going to be a public trail.
194 Councilwoman Call on page 14 there is no east west connection on public trails if she is reading that
195 correctly. If we could entertain a public right-of-way easement or public accessibility at Village Plan
196 than she is ok.
197 Nate Shipp said that is how they anticipated it.
198 Jeremy Lapin indicated that on the extension of Providence they only had a sidewalk on one side. He wanted
199 to make sure they were ok with that. There is a rule that there should be a walk on both sides.
200 Kimber Gabryszak noted that they didn't finalize the change to the language for open space on 51.
201 Jeremy Lapin replied to say "subject to city for participation" and delete inclusion of parks and trails.
202 Councilwoman Baertsch said she would like to see two sidewalks.
203 Nate Shipp thinks it would give some continuity between Harvest Hills and Wildflower to keep the one.
204 Councilman Willden thinks for the residents its and annoyance to only have one walk so he would support
205 the two sidewalks.
206 Nate Shipp clarified it would be a 5' sidewalk within the 9' park strip.
207 Jeremy Lapin said it would be helpful to have a title other than just a right-of-way.
208

- 209 Kimber Gabryszak reviewed the Report of Action with the Council members. She reviewed changes made
210 by council and staff and made changes as needed. The Condition changes to the Community Plan were:
- 211 2. The Community Plan shall be edited as follows:
 - 212 a. Page 9 – add “parks and open space” before trails
 - 213 b. Page 10 – add disclosures for mining blasting.
 - 214 c. Page 12 – “appropriate...as appropriate”, remove one “appropriate”
 - 215 d. Page 14 – reformat table to put ERUs at the top, and just numbers in the table without repetitive
216 ERUs
 - 217 e. Page 21 – state that density transfers will be settled at time of Village Plan approval
 - 218 f. Page 22 – after “Master Plan” under Commercial add “see Exhibit 2”
 - 219 g. Page 25 – “as long as number of ERUs”, change to “within the allowable ERUs”
 - 220 h. Page 26 – remove “not requiring a building permit” from footnote
 - 221 i. Page 29 – change “higher density” to “medium density”
 - 222 j. Page 30 – when stating that setbacks for townhomes are approved at Village plan, add “per Section
223 19.26”
 - 224 k. Pages 34-35 – remove the Single-Family WDRC process specifics, keep the first two paragraphs
 - 225 l. Housing style pages – add “final housing styles to be determined by WDRC and approved at each
226 Village Plan” to top of each page
 - 227 m. Page 45 – remove last paragraph and reword first sentence to read “landscaping and open space” and
228 then reference “19.06 and 19.26 respectively”
 - 229 n. Page 46 – remove second sentence completely from second bullet point
 - 230 o. Pages 47 and 48 – remove entire pages
 - 231 p. Page 51 – change 19.09 to 19.26, and clarify open space statement to read “subject to City
232 participation” instead of inclusion in the Impact Facilities Plan. Also delete last sentence in the
233 statement.
 - 234 q. Page 52 – call out buffering from Camp Williams.
 - 235 r. Page 53 – add “meet the recreational needs of residents” somewhere
 - 236 s. Page 54 – pocket park section, add “meet the recreational needs”
 - 237 t. Page 55 – neighborhood park section, add “meet the recreational needs”
 - 238 u. Page 56 – define parkway as only counting as open space if outside of the full pavement build out
239 width
 - 240 v. Page 57 – clarify note to read “trails identified on the City’s master plan shall comply with City
241 standards, and all other trails shall comply with the standards below”, and remove the 3’ width
242 option from the private trails as well as the items in parentheses.
 - 243 w. Page 61 – add fencing and buffering standards for MVC
 - 244 x. Page 73 – re-label eastern tank 4 to tank 5
 - 245 y. Open space in the Mountain View Housing shall be defined at time of Village Plan to ensure that
246 such open space is useable.
 - 247 z. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots
248 may be constructed on any existing road until a second access is provided per Section 19.12.
 - 249 3. A request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and
250 approved, prior to Village Plan approval(s).
 - 251 4. No Village Plan approval shall be granted until the MVC property is transferred to UDOT, and
252 verification received from UDOT.
 - 253 5. Staff may edit the Community Plan for typos based on the changes required by these conditions.
254

255 **Motion made by Councilwoman Call that based on the information and discussion tonight I move to**
256 **approve the General Plan Amendment and Rezone of the Wildflower property from Low Density**
257 **Residential and R-3 to Planned Community, as identified in Exhibit 1, of the staff report dated**
258 **February 17, 2015 with the Findings and Conditions in the staff report as listed on the screen.**
259 **Seconded by Councilman Poduska. Aye: Councilman Willden, Councilwoman Baertsch,**
260 **Councilwoman Call, Councilman Poduska. Motion passed unanimously.**
261

262 **Motion made by Councilwoman Call to approve the Wildflower MDA with the Findings and**
263 **Conditions as specified on the screen. Seconded by Councilwoman Baertsch. Aye: Councilman**
264 **Willden, Councilwoman Baertsch, Councilwoman Call, Councilman Poduska. Motion passed**
265 **unanimously.**
266

267 **Motion made by Councilwoman Call to approve the Wildflower Community Plan with the Findings**
268 **and Conditions on the screen including all the changes made tonight and by staff prior to the**
269 **meeting. Seconded by Councilman Willden. Aye: Councilman Willden, Councilwoman Baertsch,**
270 **Councilwoman Call, Councilman Poduska. Motion passed unanimously.**
271

272 **Motion by Councilman Willden to approve the report of action as presented. Seconded by**
273 **Councilwoman Baertsch. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman**
274 **Call, Councilman Poduska. Motion passed unanimously.**
275

- 276 2. Motion to enter into closed session.
277 **This item was not addressed tonight.**
278

279 **Policy Meeting Adjourn 8:15 p.m.**
280

281 _____
282 Date of Approval

Mayor Jim Miller

Lori Yates, City Recorder



City Council Staff Report

Author: Kevin Thurman, City Attorney
Subject: Real Estate Purchase Agreement with Utah County
Date: March 3, 2015
Type of Item: Legislative, Policy Decision

Summary Recommendation: Approval of the Real Estate Purchase Agreement (“Agreement”) with Utah County to acquire Inlet Park and the Jordan River Radio Controlled Flying Field.

Description:

- A. Topic:** Acquisition of property.
- B. Background:** This matter concerns the proposed Real Estate Purchase Agreement of Inlet Park and the Jordan River Radio Controlled Flying Field between the City and Utah County. Inlet Park is comprised of portions of parcels 58:037:0046, 58:037:0047, and 58:037:0050 and is located approximately at 314 South Saratoga Road in the City of Saratoga Springs. Jordan River Radio Controlled Flying Field consists of portions of parcels 58:036:009 and 58:037:0049, located approximately at 33 South Saratoga Road in the City of Saratoga Springs. The Utah County Commission approved the transfer of portions of the Inlet Park and the Jordan River Radio Controlled Flying Field on December 16, 2014.
- C. Analysis:** The Real Estate Purchase Agreement will allow the City to provide two new parks (Inlet Park and Jordan River Radio Controlled Flying Field) to its City residents. This transfer will total 40.92 acres and will cost the City nothing for the transfer. The annual cost of maintenance for Inlet Park is \$26,076.69 and the annual cost of maintenance for the Jordan River Radio Controlled Flying Field is \$11,362.30, a combined total maintenance cost of \$37,438.99. Please note that the City is not acquiring all of the noted parcels, and is only acquiring portions of these parcels. Please see attached maps for more details.

The City is legally able to enter into this agreement. Utah Code § 10-8-2 allows cities to acquire property if the action is in the public interest. Utah Code § 10-8-8 and § 10-8-9 allow cities to establish and improve parks and recreation places. Obtaining and providing parks and other recreational infrastructure to City residents is a public interest because the City has a legitimate government interest in providing such services to its residents. Thus, the City Council, by approving this Agreement, will meet the Utah Code requirements for acquiring this property.

D. Conclusion: The Real Estate Purchase Agreement will provide the City and its residents additional parks and recreational infrastructure. Providing these parks and infrastructure is in the public interest, and therefore the City is legally able to acquire this property.

E. Department Review: Kevin Thurman.

Recommendation: Approval of the Real Estate Purchase Agreement.

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of this 10th day of December 2014 by and between Utah County, a political subdivision of the State of Utah (hereinafter, “**County**” or “**Seller**”), and the City of Saratoga Springs, a Utah municipality (hereinafter “**City**” or “**Buyer**”), with respect to the following:

RECITALS

A. County is the owner of that certain real property of land described as follows:

1. Parcel numbers 58:037:0046, 58:037:0047, and 58:037:0050 totaling approximately 28.28 acres known as Inlet Park located at approximately 314 South Saratoga Road in the City of Saratoga Springs, County of Utah, State of Utah, and

2. Parcel number 58:036:0009, and 58:037:0049 of which portions are described herein and total approximately 12.64 acres, known as the Jordan River Radio Controlled Flying Field located at approximately 33 South Saratoga Road in the City of Saratoga Springs, County of Utah, State of Utah.

B. County desires to transfer a portion of the property, totaling 40.92 acres, to City and City desires to receive the property from County upon the terms and conditions hereinafter set forth, which terms and conditions represent fair and adequate consideration.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, which covenants and agreements represent fair and adequate consideration, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and City hereby agree that the terms and conditions of this Agreement created pursuant hereto are as follows:

AGREEMENT

1. Transfer and Acceptance. Upon all the terms and conditions contained herein, City hereby agrees to accept from County and County agrees to transfer to City the following:

(a) Land. That certain real property consisting of approximately 40.92 acres of land (28.28 acres of land known as Inlet Park and approximately 12.64 acres of land known as the Jordan River Radio Controlled Flying Field) now owned by County and situated in the City of Saratoga Springs, Utah County, Utah as shown and described on Exhibit “A” attached hereto, together with all rights, privileges, licenses and easements appurtenant thereto unless retained by County herein (the “**Land**”); and

(b) Improvements. All improvements, structures and fixtures now existing on the Land are collectively referred to as the “**Improvements**”. The Land and the Improvements are collectively hereinafter sometimes referred to as the “**Real Property**” or “**Property**”.

2. Purchase Price. County agrees to transfer the Property to City and City agrees to accept the Property from County for Zero and No/100 Dollars (\$0.00) acknowledging that the covenants and promises City is agreeing to herein represent fair and adequate consideration.

3. Condition of Title. City shall take title by quitclaim deed granted by County to City subject to the following condition of title ("**Condition of Title**"):

(a) matters affecting the Condition of Title created by or with the written consent of City;

(b) all matters which would be disclosed by an inspection or a survey of the Property;

(c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property;

(d) all interests, restrictions, easements, and rights of way, of record or of use;

(e) the perpetual access easement retained by County to access the outlet control dam, to provide ingress and egress to and from the outlet control dam and is specifically described as attached hereto on Exhibit A;

(f) the perpetual drainage easement retained by County for existing drainage channels;

(g) the perpetual trail and access easement retained by County, for and on behalf of the public at large, for access and general use of the established trail and parking areas for uses allowed on the Utah County trail system, such easement exists on Property and is specifically described as attached hereto on Exhibit A.

(h) the covenant, which covenant shall apply to all or any subsequent purchasers, successors in interest, assignees or lessees, that the Property including Inlet Park and the Radio Controlled Flying Field and all existing trails, paved or otherwise, that exist on Property are to remain open to the public at large for public use in substantially the same manner as public parks are regularly open to the public for public use;

(i) the reservation that the Property is conveyed to City, as a fee simple determinable interest, so long as City, or any subsequent purchasers, successors in interest, assigns or lessees, does not permit or engage in use of the Property that substantially or materially frustrates the covenant that the Property remain open to the public at large for public use as a public park. If City, or any subsequent purchasers, successors in interest, assigns or lessees, permits or engages in use of the Property that substantially or materially frustrates the covenant that the Property remain open to the public at large for public use as a public park, ownership of Property shall automatically revert, or at County's option be re-conveyed, to County with no re-entry or other action required of County.

(j) the County's right of first refusal related to any *bona fide* offer for the purchase of the Property. In the event City receives and desires to accept a *bona fide* offer for the purchase of the Property, City shall immediately notify County and provide County with a complete copy of the contract. County shall have thirty (30) days from the receipt of said contract to provide City with notice of County's decision regarding County's right of first refusal. In the event County exercises its right of first refusal, it shall be bound by and required to timely perform all of the terms of the purchase contract (as if County had been the party making the *bona fide* offer), except that the price term for County's purchase of the Property under its right of first refusal shall be the same as the price term under which City purchased the Property from County. The County's right of first refusal has no affect whatsoever on the other Conditions of Title provisions stated herein.

4. Costs and Expenses. City and County shall pay their respective legal fees and costs in connection with the transaction described herein.

5. County's Representations and Warranties. In consideration of City entering into this Agreement County makes the following representations and warranties to City, each of which is material and being relied on by Buyer:

(a) Authority. County has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by County is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

6. City's Covenants, Representations, Acknowledgments and Warranties. In consideration of County entering into this Agreement and as an inducement to County to transfer the Property to City, City makes the following covenants, representations, acknowledgments and warranties, each of which is material and is being relied upon by County:

(a) Authority. City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

(b) As Is. City understands, acknowledges and agrees that it is acquiring the Property "AS IS" without any representation or warranty of County, express, implied or statutory, as to (i) the nature or condition of the Property (including, without limitation, utility placement and any design or natural defect of any kind or nature whatsoever), (ii) the condition of title to the Property, (iii) the Property's fitness for City's intended use of same, or (iv) any other matter related to the Property, or the use of the Property, directly or indirectly. City is familiar with the Property. City is relying solely upon its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from County, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for City's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not

limited to, those relative to building, zoning and land use) affecting the use, occupancy or enjoyment of the Property. The waivers and releases by City herein contained shall survive the recordation of the Deed and shall not be deemed merged into the Deed upon recordation.

(c) Limitation on Seller's Liability. Buyer represents and covenants that Seller shall not have any liability, obligation or responsibility of any kind with respect to the following:

(i) The content or accuracy of any report, study, opinion or conclusion of any soils, toxic, environmental or other engineer or other person or entity who has examined the Property or any aspect thereof;

(ii) The content or accuracy of any information released to City by an engineer or planner in connection with the Property;

(iii) The availability of building or other permits or approvals for the Property by any state or local governmental bodies with jurisdiction over the Property;

(iv) The availability, capacity, or placement of sewer, water or other utility connections to the Property;

(v) The content or accuracy of any other information reviewed by Buyer with respect to the Property.

(d) Maintenance of Property. City hereby covenants, represents, and warrants that, in light of the covenants, reservations and public easements provided for herein, (i) City will maintain the paved trail within the Property including the crossing at Saratoga Road and the pedestrian crossing at Saratoga Road and the bridge over the Jordan River, (ii) the City will maintain the restroom facilities at Inlet Park including cleaning and generally servicing the facilities at a minimum of three (3) times per week and more often when needed, and City will maintain Inlet Park and the Jordan River Radio Controlled Flying Field in good condition for use of the public.

(e) Signage. City will, at its own expense, remove all signs associated with the Property including the trail located on the Property that contain any reference to County including County's name, contact information, or logo and will replace said signs with appropriate, as City sees fit, signs with City's name, contact information and logo.

7. Hazardous Substances.

(a) Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(i) **"Environmental Law"** means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(ii) **“Hazardous Substance”** means any substance, material or waste which is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant” or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products.

(b) County’s Representations and Warranties. County makes no representations or warranties with regard to any Hazardous Substance or any Environmental Law, related to the Property.

8. Brokers. County and City recognize that neither the County nor the City are represented by any broker. If any claims for brokers’ or finders’ fees for the consummation of this Agreement arise, then City hereby agrees to indemnify, save harmless and defend County from and against such claims if they shall be based upon any statement or representation or agreement by City, and County hereby agrees to indemnify, save harmless and defend City if such claims shall be based upon any statement, representation or agreement made by County.

9. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys’ fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys’ fees (collectively **“Costs”**) incurred in enforcing, perfecting and executing such judgment. For the purposes of this paragraph, Costs shall include, without limitation, attorneys’ fees, costs and expenses incurred in the following (i) post-judgment motions; (ii) contempt proceeding; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation.

10. Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property. Any attempted assignment without the prior written consent of County shall be void and City shall be deemed in default hereunder. This contractual term regarding Assignment has no affect whatsoever on the Condition of Title stated herein.

11. Miscellaneous.

(a) Survival of Covenants. The covenants, representations and warranties of Buyer and Seller set forth in this Agreement shall survive the recordation of the Deed and the Close of Escrow and shall not be deemed merged into the Deed upon its recordation.

(b) Required Actions of County and City. County and City agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transfer herein contemplated.

(c) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(e) Captions; Interpretation. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. The use of the terms "hereof," "herein," and "hereunder" shall mean and refer to this Agreement as a whole, unless the context expressly requires otherwise. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party or parties causing this Agreement to be drafted.

(f) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

(g) Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

(h) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(i) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(j) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(k) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(l) Partial Invalidity. If any portion of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

(m) Successors and Assigns. Subject to the provisions of Paragraph 10 hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(n) Submission of Document. Submission of this Agreement to City for examination or signature does not constitute a reservation, right or option to purchase the

Property, and will not be effective as a binding transfer agreement or otherwise until full execution by and delivery to both City and County.

(o) Non-Liability. City hereby acknowledges and agrees it is an express condition upon which this Agreement is made by County that no officer, trustee or beneficiary of County executing this Agreement shall ever be made personally liable for the obligations of County hereunder.

(p) Re-conveyance of Property to County. In the event County requests City re-convey the Property under section 3(i), City shall, within 30 days of receipt of a written request from the County, re-convey the Property to County free and clear of all liens and encumbrances. Any and all costs and fees associated with the re-conveyance shall be paid by City. In the event that the City defaults in the strict performance of these provisions related to Re-conveyance, the County shall be entitled to exercise all remedies available at law or in equity, including the right of specific performance. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this section and sections 3(i) shall survive the Closing and shall not merge with the Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

UTAH COUNTY

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

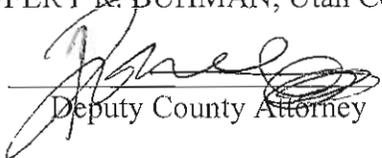
By: _____

GARY J. ANDERSON, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: 
Deputy

APPROVED AS TO FORM:
JEFFERY R. BUHMAN, Utah County Attorney

By: 
Deputy County Attorney

CITY OF SARATOGA SPRINGS

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

PARCEL 1

BEGINNING AT A FENCE CORNER LOCATED 926.71 FEET WEST AND 414.99 FEET NORTH OF THE SOUTH QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THENCE NORTH 37°51'45" EAST 265.58 FEET ALONG FENCE LINE; THENCE NORTH 81°27'31" EAST 180.09 FEET; THENCE NORTH 32°26'44" WEST 436.67 FEET; THENCE WEST 222.79 FEET; THENCE SOUTH 18°25'35" EAST 288.60 FEET; THENCE SOUTH 46°14'53" WEST 184.73 FEET ALONG FENCE LINE; THENCE SOUTH 37°32'45" EAST 189.17 FEET ALONG A FENCE TO A FENCE POST FOR DRIVEWAY TO PARK; THENCE SOUTH 39°32'45" EAST 39.93 FEET TO A FENCE CORNER THAT LIES ACROSS THE DRIVEWAY, AT WHICH POINT FENCE BEGINS AGAIN; THENCE SOUTH 38°30'34" EAST 30.20 FEET ALONG FENCE LINE TO THE POINT OF BEGINNING.

CONTAINING 3.32 ACRES

PARCEL 2

BEGINNING AT A POINT LOCATE AT A 10 OFFSET FROM THE NORTHERLY EDGE OF AN EXISTING PAVED TRAIL. SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 89°48'15" WEST ALONG SECTION LINE 913.94 FEET AND 355.86 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THENCE ALONG A 10 FOOT OFFSET FROM EXISTING TRAIL THE FOLLOWING 7 COURSES: 1) SOUTH 48°51'56" WEST 96.74 FEET; 2) SOUTH 49°47'48" WEST 168.89 FEET, 3) SOUTH 54°31'12" WEST 44.38 FEET, 4) SOUTH 63°31'18" WEST 42.64 FEET, 5) SOUTH 77°55'38" WEST 74.14 FEET, 6) SOUTH 86°48'37" WEST 59.24 FEET, 7) NORTH 82°02'33" WEST 59.73 FEET, 8) NORTH 76°58'12" WEST 179.00 FEET, 9) NORTH 64°34'46" WEST 34.88 FEET, 10) NORTH 33°36'22" WEST 37.52 FEET, 11) NORTH 09°31'21" WEST 134.30 FEET, 12) NORTH 02°09'02" WEST 51.67 FEET, 13) NORTH 11°58'20" EAST 52.60 FEET, 14) NORTH 28°18'02" EAST 73.24 FEET, 15) NORTH 26°36'41" EAST 68.61 FEET, 16) NORTH 12°17'29" EAST 45.52 FEET, 17) NORTH 04°36'22" WEST 73.66 FEET, THENCE LEAVING TRAIL OFFSET NORTH 53°16'36" EAST 293.27 FEET TO A 10 FOOT OFFSET OF A PAVED WALKING TRAIL. THENCE ALONG A 10 FOOT OFFSET FROM SAID PAVED WALKING TRIAL THE FOLLOWING 5 COURSES: 1) SOUTH 38°34'52" EAST 118.60 FEET, 2) SOUTH 39°22'27" EAST 120.32 FEET, 3) SOUTH 36°41'48" EAST 126.47 FEET, 4) SOUTH 34°12'10" EAST 180.64 FEET, 5) SOUTH 44°24'20" EAST 107.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.72 ACRES

PARCEL 3

BEGINNING AT A POINT LOCATED WEST 395.98 FEET FROM THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 27°15'00" EAST 152.66 FEET; THENCE SOUTH 48°48'05" WEST 74.89 FEET; THENCE SOUTH 41°01'01" WEST 75.09 FEET; THENCE SOUTH 35°10'04" WEST 167.54 FEET; THENCE SOUTH 31°57'06" WEST 61.02 FEET; THENCE NORTH 36°05'25" WEST 49.67 FEET; THENCE NORTH 08°50'00" WEST 395.54 FEET; THENCE SOUTH 89°53'39" EAST 8.65 FEET TO THE WESTERLY EDGE OF EXISTING ASPHALT TRAIL; THENCE SOUTH 35°21'38" EAST 146.38 FEET ALONG SAID EDGE OF ASPHALT TRAIL AND ITS EXTENSION; THENCE NORTH 47°07'49" EAST 158.90 FEET ALONG A SOUTHERLY 12 FOOT OFFSET LINE FROM THE NORTHERLY EDGE OF THE EXISTING ASPHALT TRAIL AND ITS EXTENSION; THENCE NORTH 53°41'32" EAST 18.37 FEET ALONG SAID 12 FOOT OFFSET LINE; THENCE SOUTH 89°53'39" EAST 29.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.60 ACRES

PARCEL 4

BEGINNING AT A POINT LOCATED SOUTH 515.15 FEET AND WEST 547.11 FEET FROM THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

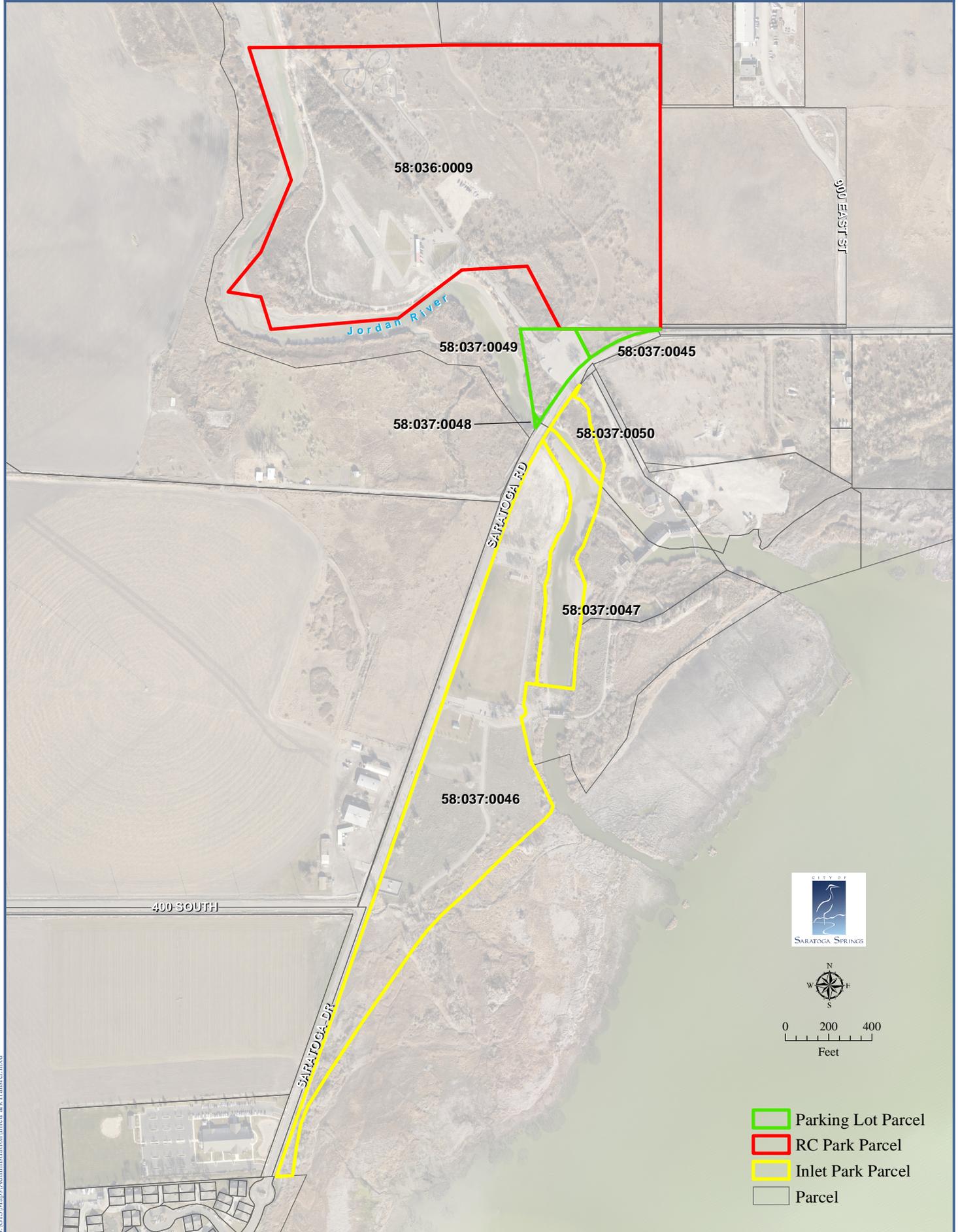
THENCE THE FOLLOWING COURSES: SOUTH 30°32'45" EAST 223.01 FEET; SOUTH 12°58'58" EAST 73.5 FEET; SOUTH 1°2'49" WEST 30.62 FEET; SOUTH 7°49'26" WEST 54.62 FEET; SOUTH 18°25'29" WEST 30.31 FEET; SOUTH 27°8'37" WEST 52.49 FEET; SOUTH 47°9'44" WEST 20.67 FEET; SOUTH 23°10'41" WEST 89.46 FEET; SOUTH 5°3'10" WEST 100.11 FEET; SOUTH 17°44'44" WEST 60.02 FEET; SOUTH 2°10'25" EAST 34.36 FEET; SOUTH 2°11'0" EAST 30.97 FEET; SOUTH 4°36'28" WEST 89.2 FEET; SOUTH 7°17'33" WEST 241.22 FEET; SOUTH 2°41'49" WEST 54.06 FEET; SOUTH 44°7'57" EAST 15.39 FEET; NORTH 82°59'56" WEST 59.1 FEET; SOUTH 7°0'4" WEST 105.73 FEET; SOUTH 38°35'15" EAST 4.46 FEET; SOUTH 20°31'40" EAST 20.48 FEET; SOUTH 0°50'35" EAST 13.98 FEET; SOUTH 40°36'50" WEST 14.6 FEET; SOUTH 64°6'23" WEST 14.07 FEET; SOUTH 12°59'54" EAST 225.39 FEET; SOUTH 49°8'5" EAST 5.84 FEET; SOUTH 26°15'24" EAST 211.66 FEET; SOUTH 17°50'32" WEST 30.28 FEET; SOUTH 44°58'14" WEST 50.59 FEET; SOUTH 47°53'37" WEST 84.94 FEET; SOUTH 47°57'33" WEST 119.03 FEET; SOUTH 46°34'12" WEST 95.21 FEET; SOUTH 44°42'33" WEST 113.22 FEET; SOUTH 47°6'55" WEST 65.87 FEET; SOUTH 47°44'55" WEST 161.32 FEET; SOUTH 42°53'23" WEST 103.25 FEET; SOUTH 37°21'26" WEST 97.06 FEET; SOUTH 34°54'36" WEST 128.69 FEET; SOUTH 34°36'7" WEST 294.17 FEET; SOUTH 33°50'45" WEST 293.42 FEET; SOUTH 31°57'47" WEST 170.3 FEET; SOUTH 21°11'5" WEST 90.65 FEET; SOUTH 11°10'33" WEST 104.51 FEET; SOUTH 7°36'20" WEST 138.29 FEET; SOUTH 86°55'38" WEST 75.92 FEET, NORTH 19°18'19" EAST 3289.82 FEET; NORTH 22°43'20" EAST 204.86 FEET; NORTH 28°40'41" EAST 141.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.253 ACRES

EXHIBIT B

DEED

Inlet Park Area Parcels



S:\GIS\Maps\Administration\InletParkTransfer.mxd

RESOLUTION NO. R15-9 (3-3-15)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, REGARDING APPROVAL OF THE REAL ESTATE PURCHASE AGREEMENT WITH UTAH COUNTY OF INLET PARK AND JORDAN RIVER RADIO CONTROLLED FLYING FIELD; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Saratoga Springs has authority to pass resolutions for the City of Saratoga Springs, Utah, as provided in Section 10-3-717 of Utah Code; and

WHEREAS, Section 10-8-2 of the Utah Code authorizes the City to acquire new property if in the City's interest and the public interest; and

WHEREAS, the establishment of new parks and recreation centers is in the public interest and within the City's powers and authority, and

WHEREAS, the City Council finds it in the best interest of the City and its residents to approve the Real Estate Purchase Agreement with Utah County to acquire such property for the City of Saratoga Springs, Utah.

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

1. The City Council hereby approves the Real Estate Purchase Agreement between the City of Saratoga Springs and Utah County concerning the purchase of Inlet Park and Jordan River Radio Controlled Flying Field, attached as Exhibit A of this Resolution.
2. The Mayor of the City of Saratoga Springs is authorized to sign the Real Estate Purchase Agreement with Utah County.
3. This Resolution shall take effect immediately upon passage.

APPROVED and PASSED this 3rd day of March, 2015 by the City of Saratoga Springs City Council.

Mayor Jim Miller

Attest: Lori Yates, City Recorder

EXHIBIT A

Real Estate Purchase Agreement

**City Council
Staff Report**

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Swainson Avenue and Wildlife Boulevard
Date: March 3, 2015
Type of Item: Dedication of Roadway/Right-of-way



Description:

A. Topic:

This item is for the approval to record road dedication plats for Swainson Avenue and Wildlife Boulevard

B. Background:

The second master development agreement (MDA) for the Villages at Saratoga Springs (Fox Hollow) was recorded on June 20, 2013. This agreement specified that certain roadway and utility improvements were required to be completed prior to or as part of certain neighborhoods within the Villages project.

The Developer of Neighborhood 6, SCP Fox Hollow, has submitted road dedication plats for Swainson Avenue and Wildlife Boulevard for the City's consideration to so that they may construct and dedicate these roads to the City as required by the MDA.

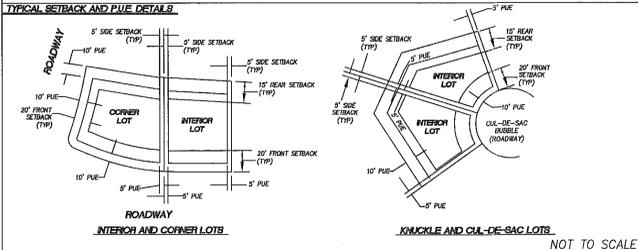
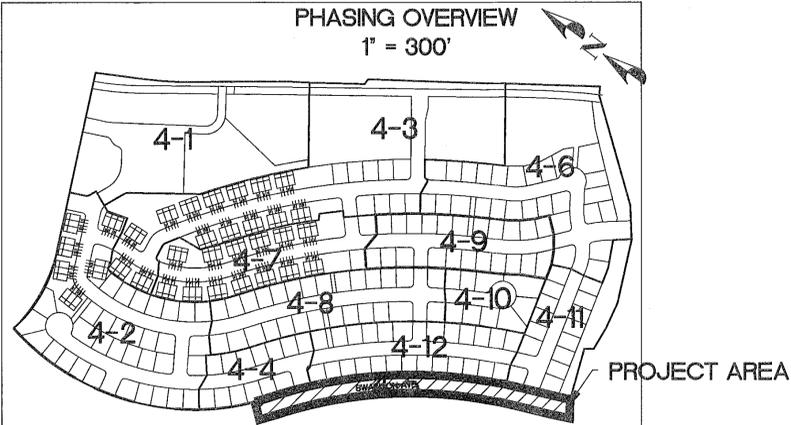
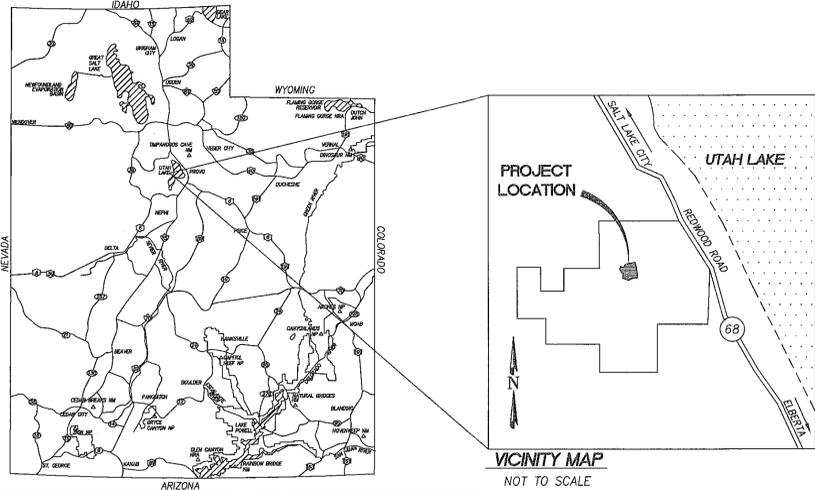
C. Analysis:

The recording of these plats, upon developer meeting all requirements of the MDA and City Code, will result in this property being dedicated to the City for public use and as such requires the City Councils approval.

Recommendation: Staff recommends that the City Council approve the road dedication plats for Swainson Avenue and Wildlife Boulevard.

THE VILLAGE OF FOX HOLLOW NEIGHBORHOOD 4 SWAINSON AVE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



NOTE: BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE "APPROVING" (per UTAH CODE 10-9A-603(4)(C)(ii)) THE (A) BOUNDARY COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENTS 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 10-9A-603(4)(C)(ii)

QUESTAR GAS COMPANY APPROVED THIS _____ DAY OF _____, A.D. 20____	ROCKY MOUNTAIN POWER APPROVED THIS _____ DAY OF _____, A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION APPROVED THIS _____ DAY OF _____, A.D. 20____	QWEST APPROVED THIS _____ DAY OF _____, A.D. 20____
COMCAST CABLE TELEVISION	QWEST

PROJECT ENGINEER:

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SURVEYOR OF RECORD:	FIRE CHIEF APPROVAL APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____, A.D. 20____ CITY FIRE CHIEF	PLANNING COMMISSION REVIEW REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D. 20____ CHAIRMAN, PLANNING COMMISSION	SARATOGA SPRINGS ENGINEER APPROVAL APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, A.D. 20____ CITY ENGINEER	SARATOGA SPRINGS ATTORNEY APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____, A.D. 20____ SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____ DAY OF _____, A.D. 20____ LEHI CITY POST OFFICE
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PLAT 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 permits being issued, soil 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 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.
- All open space and trail improvements located herein are to be installed by owner and maintained by Home Owners Association (HOA) unless specified otherwise on each improvement.
- Any reference herein to owners, developers, or contractors shall apply to successors, agents, and assigns.
- There are no private streets in this development phase.
- Lots are subject to Home Owners Association Bylaws, Articles of Incorporation and CC&R's.
- All pedestrian corridors and medians are to be installed by the developer and maintained by the HOA.

PREPARED FOR
SCP FOX HOLLOW
500 N MARKET PLACE DR SUITE 201
CENTERVILLE, UT 84047

NOTE: Drainage Easement areas are perpetual, non-exclusive, mutual cross drainage easements for purposes of storm water capture and conveyance on, over, upon, and across the areas delineated as Drainage Easements. Each lot encumbered by a drainage easement shall, at its sole cost and expense, maintain and keep all above and below grade infrastructure and appurtenances in a reasonable condition and state of repair. No obstructions or changes in grade shall be located within the easement area that will impede, divert, or cause the runoff to have an adverse effect on adjoining property.

BASIS OF BEARINGS
THE PROJECT BASIS OF BEARINGS IS SOUTH 001°7'21" WEST, 2635.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGE OF FOX HOLLOW HOLLOW PLAT "1", AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

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 17-2-1-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recording of this plat, a map of the survey I have completed with the Utah County Surveyor.

BOUNDARY DESCRIPTION
BEGINNING at a point that is S89°45'13"E 648.92 feet along Section Line and North 864.59 feet from the south 1/4 corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being the Right of Way of Swainson Avenue, thence along the said Swainson Avenue Right of Way, as recorded, N 39°06'47"E 74.00 feet to a point on a non-tangent 963.00' radius curve to the left, thence along arc of said curve 65.24 feet through a delta of 3°52'54" (chord bears S 52°50'06" E 65.23 feet) to a point on a reverse 1,787.00' radius curve to the right, thence along arc of said curve 392.42 feet through a delta of 12°34'55" (chord bears S 48°33'06" E 391.63 feet) to a point on a 15.00' radius curve to the left, thence along arc of said curve 23.16 feet through a delta of 88°28'25" (chord bears S 85°31'51" E 20.93 feet), thence S 40°46'03" E 66.00 feet to a 15.00' non-tangent radius curve to the left, thence along arc of said curve 21.16 feet through a delta of 83°29'55" (chord bears S 04°59'41" W 20.93 feet) to a point on a 1,787.00' radius curve to the right, thence along arc of said curve 518.59 feet through a delta of 16°37'38" (chord bears S 30°55'39" E 516.77 feet) to a point on a 15.00' radius curve to the left, thence along arc of said curve 21.64 feet through a delta of 82°39'39" (chord bears S 63°56'43" E 19.81 feet), thence S 25°48'49" E 67.13 feet to a point on a 15.00' radius non-tangent curve to the left, thence along arc of said curve 25.17 feet through a delta of 97°11'15" (chord bears S 26°04'50" W 22.52 feet), thence S 23°13'48" E 50.46 feet to a 963.00' radius curve to the left, thence along arc of said curve 139.90 feet through a delta of 8°19'24" (chord bears S 26°43'30" E 139.77 feet) to the right of Way of Swainson Avenue at the North boundary of the plat for The Preserve 11-1, thence along said boundary as recorded and crossing the Right of Way of Swainson Avenue S59°06'48" W 74.00 feet to a non-tangent 1,037.00' radius curve to the right, thence along arc of said curve 130.63 feet through a delta of 8°19'24" (chord bears N26°43'30" W 130.51 feet), thence N22°33'48" W 145.64 feet to a point on a 1,715.00' radius curve to the left, thence along arc of said curve 498.81 feet through a delta of 16°41'02" (chord bears N 30°54'19" W 492.05 feet) to a point on a 25.50' radius curve to the left, thence along arc of said curve 26.35 feet through a delta of 59°12'34" (chord bears N 78°51'04" W 25.19 feet), thence N 40°44'54" W 66.00 feet to a 24.50' non-tangent radius curve to the left, thence along arc of said curve 26.99 feet through a delta of 63°06'34" (chord bears N 17°41'25" W 25.64 feet) to a point on a 1,713.00' radius curve to the left, thence along arc of said curve 375.38 feet through a delta of 12°33'20" (chord bears N 48°25'53" W 374.62 feet) to a point on a 1,037.00' radius curve to the right, thence along arc of said curve 70.26 feet through a delta of 3°52'58" (chord bears N 52°50'08" W 70.24 feet) back to the point of beginning. Parcel contains 2.37 ac.

SURVEYOR NAME _____ **LICENSE No.** _____ **DATE:** _____

OWNER'S DEDICATION
Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as
**THE VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 4 SWAINSON AVE**
do hereby dedicate for the 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____

OWNER'S ACKNOWLEDGEMENT
STATE OF UTAH } s.s.
County of Utah }
On the _____ day of _____, A.D. 20____, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer() of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.
My commission expires: Notary Public residing at _____
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

ACKNOWLEDGMENT (CORPORATE)
STATE OF UTAH } s.s.
COUNTY OF UTAH }
ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

APPROVAL BY LEGISLATIVE BODY
THE CITY COUNCIL OF 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 PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS _____ DAY OF _____, A.D. 20____
CITY MAYOR _____ ATTEST _____ CITY RECORDER (SEE SEAL BELOW)

**THE VILLAGE OF FOX HOLLOW
NEIGHBORHOOD 4
SWAINSON AVE PLAT**
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

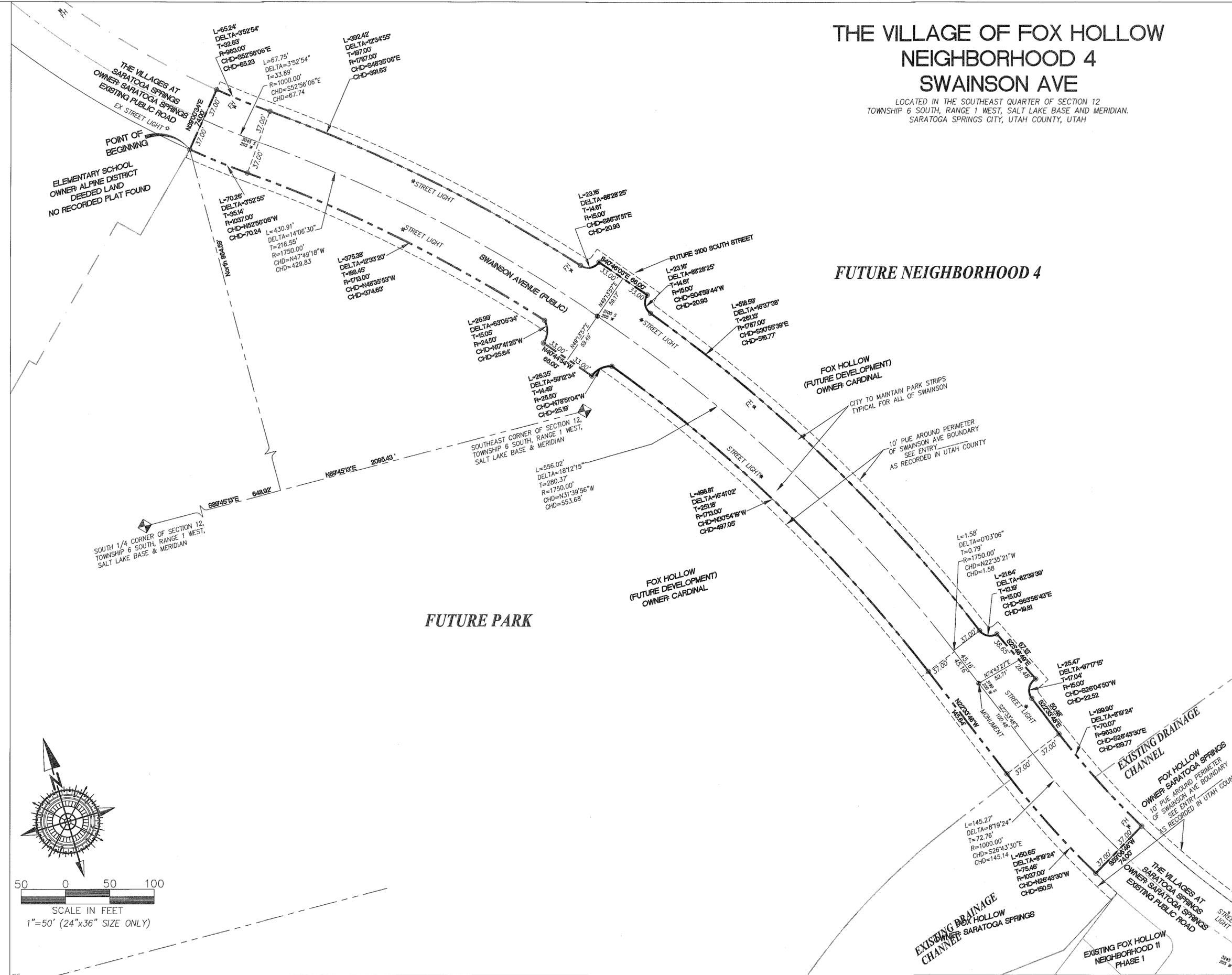
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
------------------------	---------------------------	-----------------------------	----------------------------

THE VILLAGE OF FOX HOLLOW NEIGHBORHOOD 4 SWANSON AVE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

FUTURE NEIGHBORHOOD 4

FUTURE PARK



LEGEND

- SECTION LINE
- CENTER LINE
- P.U.E. LINE
- SETBACK LINE
- DRAINAGE EASEMENT (20' REAR, 10' SIDES)
- DRAINAGE TO GO OVER SIDEWALK TO STREET
- REBAR AND CAP TO BE SET
- ⊙ NEW FIRE HYDRANT
- ★ NEW STREETLIGHT
- ⊙ EXISTING FIRE HYDRANT
- ☆ EXISTING STREETLIGHT
- ⊙ MONUMENT

SURVEYOR OF RECORD:

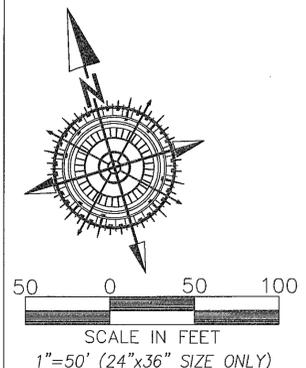
PROJECT ENGINEER



GATEWAY CONSULTING, inc.

P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

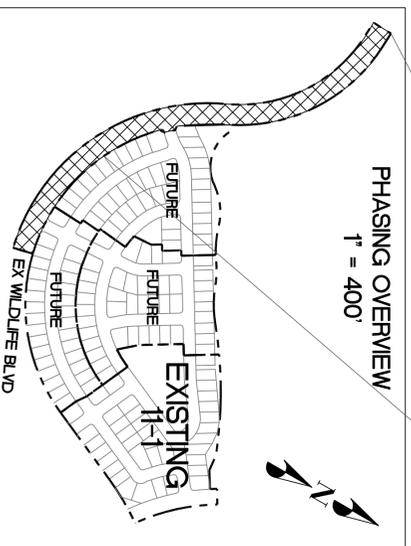
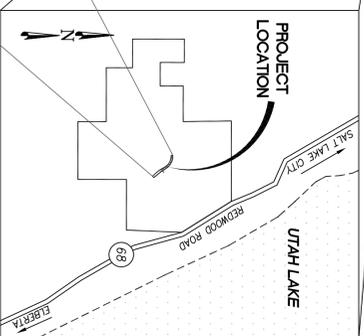
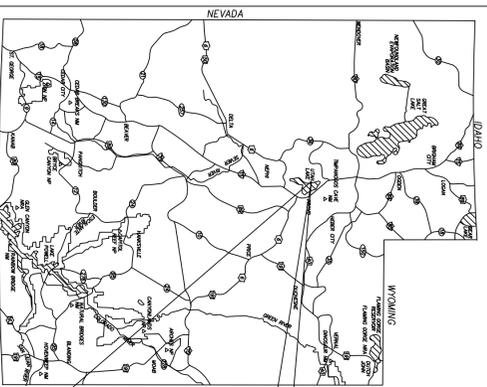
CIVIL ENGINEERING CONSULTING LAND PLANNING
CONSTRUCTION MANAGEMENT



THE PRESERVE WILDLIFE BLVD THE VILLAGES OF FOX HOLLOW NEIGHBORHOOD #1

LOCATED IN
NORTH HALF OF SECTION 13 TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY PLAT



CURVE	LENGTH	RADIUS	DELTA	TANGENT	CMD BEARING	CHORD
C101	233.27'	900.00'	44.807°	114.24'	S320.01°E	228.87'
C102	45.98'	900.00'	2.5535°	23.00'	N44.5932°W	45.98'
C103	45.98'	900.00'	2.5535°	23.00'	N44.5932°W	45.98'
C104	718.21'	900.00'	45.9323°	379.46'	N40.4254°W	699.31'
C105	45.98'	900.00'	2.5535°	23.00'	N44.5932°W	45.98'
C106	108.89'	900.00'	6.5812°	53.51'	N75.5451°E	108.89'
C107	246.44'	900.00'	15.4170°	124.00'	N68.4010°E	45.67'
C110	128.30'	900.00'	7.5421°	73.02'	S54.0820°E	114.37'
C111	84.77'	900.00'	5.2147°	42.42'	S22.2829°E	84.74'

- PLAT NOTES**
- The installation of 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 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 included and approved by the city. All improvements are to be in conformity with 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.

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 36, Chapter 22 of the Utah Code. I further certify that by rendering of the owners, have made a survey of the tract of land described herein, and that the same is in accordance with the laws of the State of Utah. In accordance with Utah Code Section 17-23-17, I 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 54-80-2, 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 located in the North Half of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Northwesterly right-of-way line (ROW) of Wildlife Boulevard, said point being 2657.48 feet, South 89.4643° East along the section line and 992.06' feet, South 00.1317° West from the Northwest corner of said Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running to a point on a 793.00 foot radius curve to the right, thence along the arc of said curve 34.98 feet through a delta of 2.5137° (chord bearing South 2802.47° East 34.97 feet) to a point on an 857.00 foot radius curve to the left, thence along the arc of said curve 216.41 feet through a delta of 14.2807° (chord bearing South 3270.01' East 215.84 feet) to a point on a 1500 foot radius to the left, thence along the arc of said curve 24.33 feet through a delta of 2.2538° (chord bearing South 6942.54' East 21.75 feet), thence South the arc of said curve 38.00 feet through a delta of 2.2538° (chord bearing South 1271.29' East 21.75 feet) to a point on a 857.00 foot radius curve to the left, thence along the arc of said curve 683.90 feet through a delta of 45.1423° (chord bearing South 6738.03' East 665.90 feet) to a point on a 1500 foot radius curve to the left, thence along the arc of said curve 24.33 feet through a delta of 9.25538° (chord bearing North 4242.27' East 21.75 feet), thence North 8614.38' East 56.00 feet, to a point on a 15.00 foot radius curve to the left, thence along the arc of said curve 24.33 feet through a delta of 9.25538° (chord bearing South 5073.12' East 21.75 feet) to a point on an 857.00 foot radius curve to the left, thence along the arc of said curve 336.44 feet through a delta of 22.2935° (chord bearing North 2204.12' East 334.28 feet) to the existing Wildlife Boulevard ROW, thence along said ROW South 2970.95' East 96.56 feet to the existing boundary line of Village of Hawks Landing Part 3 and a point on a 535.30 foot radius a delta of 94.2137° (chord bearing South 7158.42' East 1309.15 feet) to a point on a 1500 foot radius curve to the left, thence along the arc of said curve 787.92 feet through a delta of 6.3107° (chord bearing North 56222.06' West 729.61 feet, thence North 8757.13' West 71.94 feet to the existing Village Parkway ROW and a point on an 803.50 foot radius curve to the left, thence along said ROW and arc of said curve 96.56 feet through a delta of 6.5308° (chord bearing North 22517' East 96.50 feet), thence South 8757.13' East 71.21 feet, to a point on a 793.00 foot radius curve to the right, thence along the arc of said curve 839.34 feet through a delta of 60.9838° (chord bearing South 5737.54' East 800.70 feet) back to the point of beginning. Containing 5.33 acres more or less.

OWNERS' DEDICATION

Know all men by these presents that _____, undesignated owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as _____, do hereby dedicate for the 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, claims, damages, 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 who 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. I have hereunto set _____ this day of _____, A.D. 20____.

IN WITNESS WHEREOF, _____ have hereunto set _____ this day of _____, A.D. 20____.

MOUNTAIN SPA INVESTORS LLC
COMP. OF PRES BISHOP CHURCH OF JESUS CHRIST OF LDS
PENONOLA HOLDINGS & LLC

STATE OF UTAH } S.S.
County of Utah } S.S.
On this _____ day of _____, A.D. 20____, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signet() of the above Owner's dedication, _____, in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
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 SECRETARY OF SAID CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND THAT THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID CORPORATION, AND THAT THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID CORPORATION, AND THAT THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID CORPORATION, AND THAT THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

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NOTARY PUBLIC

BASIS OF BEARINGS

THE PROJECT BASIS OF BEARINGS IS SOUTH 00°17'21" WEST, 2835.18 FEET ALONG THE SECTION LINE BETWEEN THE WEST QUARTER AND SOUTHWEST CORNERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON "THE VILLAGES OF FOX HOLLOW HOLLOW PLAT 1," AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

1442 E 820 NORTH
OREM UT 84097-5481

PREPARED FOR
SARATOGA SPRINGS ATTORNEY

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

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

COMCAST CABLE TELEVISION
APPROVED THIS _____ DAY OF _____, A.D. 20____

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

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

COMCAST CABLE TELEVISION
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COMCAST CABLE TELEVISION
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QUESTAR GAS COMPANY
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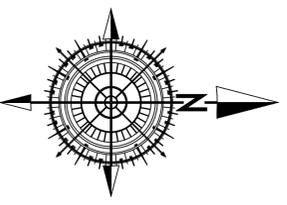
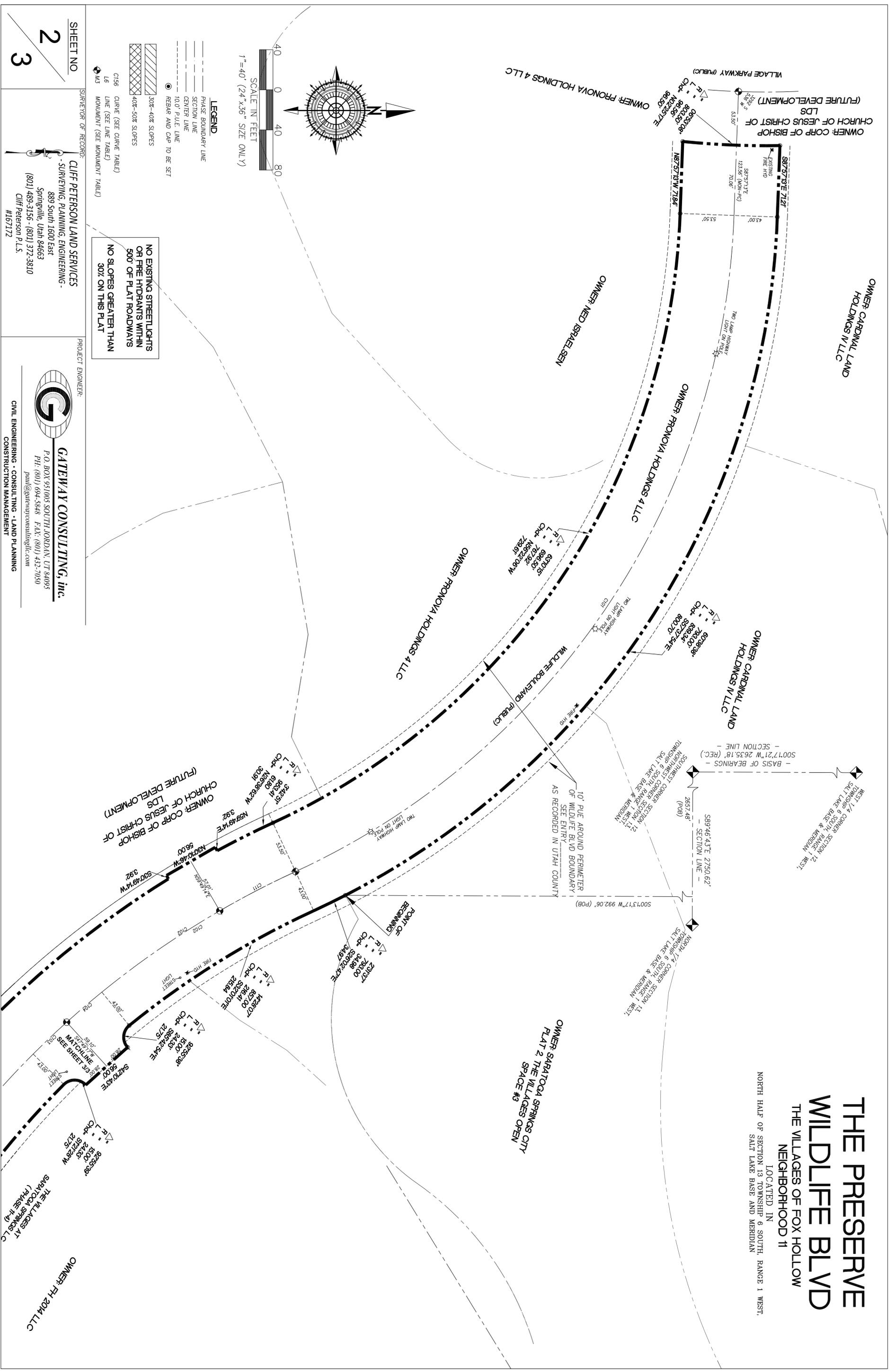
ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____, A.D. 20____

COMCAST CABLE TELEVISION
APPROVED THIS _____ DAY OF _____, A.D. 20____

THE PRESERVE WILDLIFE BLVD THE VILLAGES OF FOX HOLLOW NEIGHBORHOOD #1

LOCATED IN
NORTH HALF OF SECTION 13 TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

OWNER: SARATOGA SPRINGS CITY
PLAT 2 THE VILLAGES OPEN
SPACE #3



SCALE IN FEET
1" = 40' (24" x 36" SIZE ONLY)

- LEGEND**
- PHASE BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - 10.0' P.U.E. LINE
 - REBAR AND CAP TO BE SET
 - 30% - 40% SLOPES
 - 40% - 50% SLOPES
 - C156 CURVE (SEE CURVE TABLE)
 - L6 LINE (SEE LINE TABLE)
 - M3 MONUMENT (SEE MONUMENT TABLE)

NO EXISTING STREETLIGHTS
OR FIRE HYDRANTS WITHIN
500' OF PLAT ROADWAYS
30% ON THIS PLAT

SHEET NO
2
3

DATE: 2-19-15
FILE: FOX HOLLOW INTL WILDLIFE PLAT

PROJECT ENGINEER:
GATEWAY CONSULTING, inc.
P.O. BOX 971005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultinginc.com

CLIFF PETERSON LAND SERVICES
- SURVEYING, PLANNING, ENGINEERING -
889 South 1600 East
Springville, Utah 84663
(801) 489-3156 - (801) 372-3810
Cliff Peterson P.L.S.
#167172

SURVEYOR OF RECORD:
PROJECT ENGINEER:



**The Springs Annexation, Rezone, and Master Development Agreement
Tuesday, March 3, 2015
Public Hearing**

Report Date:	Tuesday, February 24, 2015
Applicant:	Nate Brockbank
Owner:	Western States Ventures, LLC
Location:	1800 N. 1000 West (west of Harvest Hills, south of Camp Williams)
Major Street Access:	State Road 73, 800 West; in the future: Mountain View Corridor
Parcel Number(s) & Size:	58:022:0105, 52.458 acres; 58:022:0074, 41.107 acres 58:022:0104, 122.826 acres; 58:022:0208, 259.346 acres Total: approx. 475.737 acres
Parcel Zoning:	None
Adjacent Zoning:	R-3, pending PC
Current Use of Parcel:	Vacant, Ag
Adjacent Uses:	Vacant, pending Residential
Previous Meetings:	City Council Annexation Petition Acceptance: 12/2/2015 City Council Pre-Annexation Agreement: 12/9/2015 Planning Commission Work Session: 1/22/2015 City Council Work Session: 2/3/2015 Planning Commission Public Hearing: 2/12/2015
Previous Approvals:	Pre-Annexation Agreement: 12/9/2015
Land Use Authority:	Council
Type of Action:	Legislative
Future Routing:	City Council
Author:	Kimber Gabryszak, AICP

A. Executive Summary:

The applicant is requesting approval of an Annexation and Rezone, and a Master Development Agreement (MDA) to accompany the annexation for the Springs Development. The Annexation will bring property into the City, the Rezone will assign zones to the property, and the MDA will identify and codify maximum densities, zones, open space, development requirements, infrastructure, and other aspects of the development.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, take public comment, review the proposal, and choose from the options in Section H of this report. Options include approvals as presented or with modifications, continuance to a future meeting, or denials. Due to outstanding information on infrastructure, Staff recommends that the City Council hold the public hearing, discuss the applications, and continue the items to their next meeting pending final changes to the MDA and the provision of remaining information to Engineering.

B. Background:

In September 2013, the Interpace Annexation application was submitted. After initial review, it was determined that the application was incomplete and it was returned to the applicants for modification. After numerous meetings between Staff and the applicants concerning required information and revisions, a revised application was submitted on November 24, 2014.

The application has been renamed “The Springs” and proposes the annexation of 596.72 acres of property within the northwest portion of the City’s annexation declaration area. 479.112 acres are owned by Western States Ventures, LLC and is the specific development known as “The Springs”; ~117.6 acres contain high-voltage transmission lines and are owned by Utah Power and Light; remaining parcels are owned by JD V and JD VI (HADCO), and the United States of America. The MDA and concept plan are specific to the Western States Ventures properties. Proposed zoning for the remaining property is Agricultural, or possibly Industrial in the JDV and JDVI cases.

Planning Commission Work Session

The Planning Commission held a work session on January 22, 2015, and gave the following feedback to the applicant on the concept plan:

- Blasting buffer request: look into legality, and research how mining impacts decision with change in zoning.
- Ensure that open space is provided within higher-density development, not just outside.
- Provide percentage of Open Space that is Sensitive Lands. (*~40 acres out of ~110 = ~36%*)
- Recommend the Industrial Zone for HADCO property.
- Ask Eagle Mountain how a 2000’ buffer applied to HADCO and future phases that are approved. (*No buffer applied.*)
- Require plat notes to notify buyers that homes are located near mining blasting and base ordinance.
- Ensure that water is provided appropriately to protect pressure zones throughout city.
- Explore height options, not just 40’ but possibly keep at 35’ and spread out a bit (*Applicant revised plan to comply with 35’ limit per City ordinances*)

City Council Work Session

The City Council held a work session on February 3, 2015, and gave the following feedback:

- Encouraged consideration of commercial or light industrial instead of housing in eastern portion currently designated as R-14, and / or for the R-18 and R-14 adjacent to Eagle Mountain’s industrial property
- Expressed lack of support for requiring a blast buffer zone, and encouraged HADCO to take on responsibility instead of requiring a buffer
- Required clean up of typos and inconsistencies between numbers and zones
- Required “ERUs” to be used throughout documents instead of “units”
- Expressed general support of proposal and asked to ensure that open space is provided in each development rather than all credit coming from community open space

Planning Commission Hearing

The Planning Commission held a hearing on the MDA on February 12, 2015, and forwarded a positive recommendation to the City Council, with conditions. The minutes from that meeting are attached, and the conditions are below:

1. All requirements of the City Engineer, as outlined in but not limited to Exhibit 2, shall be met.
2. The MDA shall not be approved by the City Council unless the Annexation, General Plan Amendment, and Rezones are approved.

3. The MDA shall be edited to accurately reflect City policies and standards per Staff and applicant discussions.
4. The MDA shall require disclosures regarding the proximity to Camp Williams and ongoing military training operations, as well as active mining, which may include noise and vibration imp
5. All utility requirements shall be met.
6. The applicants shall conduct a seismic study and submit results with the first preliminary plat application.
7. The applicants shall coordinate with Camp Williams to determine potential modifications to the plan to address buffering needs.

C. Specific Request:

When property is annexed into the City, the property must be accompanied by a master plan and be zoned appropriately.

Note: the City Council has significant legislative discretion to determine what the appropriate zones should be for each property in the annexation.

The Springs

The proposal includes a request for the following the zone designations and units:

Zone	Acres	Units	Avg. Units per Acre
R-18	14.7	265	18.00
R-14:	77.5	675.6	8.72
R-10:	52.01	260	5.00
R-6:	56.4	243	4.30
R-5:	29	96	3.30
R-3:	57.22	150	2.63
R-2:	46.23	81	1.75
A:	109.57	0	n/a
Roads:	36.49	0	n/a
Totals:	479.11	1770	n/a

In most zone districts, the amount of density requested is below the maximum permitted in that zone. The applicants have requested these higher zone districts in order to provide flexibility in terms of lot size, setbacks, height, frontages and lot widths, and other Code requirements.

Additionally, regardless of the maximum density permitted in each zone, the project is still limited to the 1799-2000 limit approved in the pre-annexation agreement. If the MDA is approved with a reduced limit of 1770 ERUs, the overall density will not be permitted to exceed 1770.

The zoning will be achieved through a rezone as part of the annexation; the MDA will formalize the maximum density.

Remaining Property

The owners of the JDV and JDVI properties have requested the Industrial Zone. Their request and information are included in Exhibit 10. The applicants have requested this zone to facilitate the expansion of mining activity to the annexed property, and potentially relocate their main offices to the

size. Staff has requested information on any previous County approvals, or other documentation, demonstrating that the property needs the Industrial zone to allow ongoing operation, but has not received the requested evidence.

The remaining properties are owned by Utah Power and Light and by the United States. Staff has recommended the Agricultural zone for these properties.

- D. Process:** Section 19.13.08 of the Code outlines the process for a Master Development Agreement, which includes a public hearing and recommendation by the Planning Commission and final action by the City Council. The Planning Commission forwarded a recommendation following a hearing on February 12, 2015.

Utah Code Chapter 10-4, subsections 401 through 428, govern the process for considering annexations. Chapter 19.22 of the City Code contains additional requirements that properties must meet before annexing into the City. The process contained in the Utah Code is summarized below:

1. The applicant submits an annexation petition. *Done*
2. Staff reviews the application for completeness. *Done*.
3. The City Council must accept or reject the petition for further consideration during a public meeting. The acceptance for further consideration is a legislative decision. There is no public hearing for this decision. *Accepted for consideration on December 2, 2014*
4. If accepted, City staff notifies the County. *Done*
5. The City Recorder then has 30 days to review the petition to verify that the Utah Code requirements are met. The City Recorder reviews the petition with the City Attorney and County Assessor, Clerk, Recorder, and Surveyor to make this determination. If the requirements of the Utah Code are met, the City Recorder issues a certification that the petition meets the Utah Code requirements for ownership, connectivity, and contents. *Done and certification sent*
6. Once the City Recorder issues the certification, a 30-day protest period for affected entities begins and the City may begin publishing a weekly notice. *Timeframe over and weekly notices published*
7. At the end of the 30-day and weekly notice period, the City Council holds a public hearing, at which time the annexation may be approved by passing an ordinance or denied. *This meeting, March 3, 2015*
8. If the annexation is approved, the City then sends a Notice of Impending Boundary Action and plat with the Lieutenant Governor's office. The County is sent a copy. *Will occur*
9. Annexations are a legislative process; therefore there is significant discretion in the decision.

- E. Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public input beyond that provided at the previous hearings has been received.

F. General Plan:

Land Use Designation: the Future Land Use Map of the General Plan has identified is property as Low Density Residential. As part of the Annexation, the applicants are requesting an amendment to change a portion of the property to the Medium Density Residential and High Density Residential designations, leaving some of the property as Low Density Residential.

Staff analysis: the MDA is consistent with the General Plan if the Council approves an amendment along with the Annexation and Rezone.

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 development intended for multi-family development with a density ranging from 6-18 units per acre. The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the MDA, 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.”

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 MDA codifies an application that is subject to a pre-annexation agreement to remove this site from consideration for the prison relocation.
- 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 could be the removal of the property from consideration for the prison relocation. Additional good cause could be the acquisition of acreage into Saratoga Springs that could have been annexed into another community with similar densities.

Staff analysis: consistent. The Council has found that the removal of the property from consideration for the prison is of public benefit, therefore, the proposal is generally consistent with the General Plan.

G. Code Criteria:

Annexation Requirements

Section 19.22.01 contains standards and guidelines for annexations:

1. Developers shall provide public improvements in accordance with City ordinances.
Complies. *The MDA does not waive improvement standards, and all improvements will be reviewed for compliance with City ordinances at time of plat and site plan approvals.*
2. Developers shall pay all applicable impact fees, service fees, and assessments in addition to the annexation fee.
Complies. *Fees will be charged at time of plat or site plan approval, and have not been waived through the MDA.*
3. Developers will be subject to all other appropriate and adopted fees to offset the costs to the City.
Complies. *No fees were waived for the application.*
4. The applicant will be charged for all attorneys’ fees associated with review of the annexation and drafting of applicable documents.
Complies. *The application fee accounts for the City Attorney’s review.*
5. Piecemeal annexation of individual small parcels of property is discouraged if contiguous parcels, soon to be developed, are available in order to avoid repetitious annexations.

Complies. *The annexation is not piecemeal and includes all property within the annexation boundary between Saratoga Springs and Eagle Mountain.*

6. Except as permitted in Utah Code § 10-2-401 et seq., no islands or peninsulas of another jurisdiction shall be created by the annexation.

Complies. *No islands or peninsulas are created.*

7. Irregular boundaries should be minimized.

Complies. *Boundaries follow existing property lines and fill in gaps between Eagle Mountain, Saratoga Springs, and Camp Williams.*

8. The annexation shall generally follow existing roads, property lines, easements, utilities, and power lines in order to minimize the public expense for extension of main or service lines and streets.

Complies. *The annexation follows existing property lines.*

9. In order to facilitate the consolidation of overlapping functions of local governments, promote the efficient delivery of services, encourage the equitable distribution of community resources and obligations, and eliminate islands and peninsulas of territory that are not receiving municipal services, the boundaries of an area proposed for annexation shall be drawn, where practicable and feasible, along the boundaries of existing special districts for sewer, water, and other services, along the boundaries of school districts, and along the boundaries of other taxing entities.

Complies. *The annexation does not create islands or peninsulas and will fall with existing school districts. City special district boundaries will be amended along with future plats.*

10. In order to provide for the orderly growth and development in the City and avoid confusion and undue cost to the taxpayers, all utility and service hook-ups shall be limited to incorporated areas of the City and shall not be made available outside the City limits. The only exception shall be those extensions which are made pursuant to agreement with other units of government under the Interlocal Cooperation Act or by specific approval of the City Council.

Complies. *No hookups are proposed outside City boundaries.*

11. Utilities should be extended to annexed areas as soon as practicable after annexation. However, the City is not obligated to provide utility services to newly annexed or undeveloped property.

Complies. *The applicants understand that the City will not accelerate infrastructure, and are working with adjacent property owners to coordinate on improvements.*

12. Extensions of service lines and utilities shall be charged to the property annexed rather than to the public or City and shall be planned and constructed in full compliance with City ordinances.

Complies. *Will be installed at the developer's cost.*

13. Each annexation shall require a disclosure by the developer of anticipated needs of utilities and street improvements and a timetable of anticipated development.

Does not comply. *Insufficient information provided to City Engineer.*

MDA

19.04, Land Use Zones - pending

- The applicant proposes use of existing City zones and standards, and does not propose the use of the PC zone in which they could create separate standards.
- Minimum lot size, frontage, width, depth, coverage – will be reviewed on a plat-by-plat basis for compliance with the individual zone district.
- Density – limited to a total of 1799-2200 units per the pre-annexation agreement. The MDA proposed 1770 Equivalent Residential Units (ERUs) ranging from less than 2 ERUs per acre in the R-2 zone, to a pocket of apartments at 18 ERUs per acre. Some of the ERUs may be

converted into institutional uses such as schools and churches, reducing the overall number of residential units in the development.

- Setbacks / yard / height – will be reviewed on a plat-by-plat basis for compliance with the individual zone district.
- Open Space / Sensitive Lands – proposing large swaths of land totaling 23% throughout the development for protected open space. Additional open space will be provided within each multi-family development, with credit received for community open space outside of the plat.

19.06, Landscaping and Fencing – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.09, Off Street Parking – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.11, Lighting – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.14, Site Plan – **Pending**

- Will be reviewed for compliance at time of Site Plan submittal

19.14.04, Urban Design Committee – **Pending**

- Will be reviewed for compliance at time of Site Plan submittal

19.18, Signs – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

Staff analysis: the purpose of the MDA is to apply zones to the property, by which future plats and site plans will be reviewed. The general zones and standards comply with the code, and specific code criteria will be verified when detailed plans are submitted at a later date.

H. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss any public input received, and choose from the following options:

CONTINUANCE

Staff recommends that the City Council choose to continue the applications:

Potential motion: “Based on the analysis of the City Council and information received from the public, I move to **continue** to The Springs Annexation, Rezone, and MDA] to the March 17, 2015 meeting, with the following direction on additional information or changes needed to render a decision:

1. A final draft of the MDA shall be provided.
2. Information needed to satisfy the requirements of Code Section 19.22.01.13 shall be provided.
3. _____
4. _____
5. _____

ALTERNATIVES

Approvals

The City Council may instead choose to conditionally approve the applications: “I move to **conditionally APPROVE** The Springs Annexation and Rezone with the Findings and Conditions below:

Findings:

1. The proposal is consistent with the pre-annexation agreement contained in Exhibit 3.
2. With conditions, the Annexation and Rezone comply with the Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
3. With conditions, the Annexation and Rezone is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

Conditions:

1. Information needed to satisfy the requirements of Section 19.22. shall be provided prior to recordation of the rezone ordinance.
2. The zones applied to The Springs property shall be as identified in Exhibit 7.
3. The General Plan Land Use Map shall be amended to reflect the zones applied to the Western States Ventures property, including Low Density Residential, Medium Density Residential, and High Density Residential, as appropriate.
4. The zone(s) applied to the JDV and JDVI properties, as identified in Exhibit 4, shall be **[Industrial / Agricultural]**.
5. The General Plan Land Use Map shall be amended to reflect the zones applied to the JDV and JDVI property as appropriate.
6. The zone applied to the remaining annexed property shall be Agricultural.
7. All requirements of the City Engineer, as outlined in but not limited to Exhibit 2, shall be met.
8. Any other conditions articulated by the City Council: _____

“I also move to **conditionally APPROVE** The Springs MDA with the Findings and Conditions below:”

Findings:

1. The proposal is consistent with the pre-annexation agreement contained in Exhibit 3.
2. The MDA complies with Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
3. With conditions, 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. Information needed to satisfy the requirements of Section 19.22.01.13 shall be provided prior to recordation of the MDA.
2. All requirements of the City Engineer, as outlined in but not limited to Exhibit 2, shall be met.
3. The MDA shall not be approved by the City Council unless the Annexation, General Plan Amendment, and Rezones are approved.
4. The MDA shall be edited to accurately reflect City policies and standards per Staff and

- applicant discussions.
5. The MDA shall require disclosures and plat notes regarding the proximity to Camp Williams and ongoing military training operations, as well as active mining, which may include noise and vibration impacts.
 6. All utility requirements shall be met.
 7. The applicants shall conduct a seismic study and submit results with the first preliminary plat application.
 8. The applicants shall coordinate with Camp Williams to determine potential modifications to the plan to address buffering needs prior to platting in the subdivisions immediately adjacent to Camp Williams.
 9. Any other conditions as required by the City Council: _____
-

Denial

The Council may also choose to deny all or some of the applications:

Potential motion: “Based on the analysis of the City Council and information received from the public, I move to **deny** to The Springs [Annexation/Rezone/MDA] with the following findings:

Potential Findings:

1. The proposal is not consistent with the pre-annexation agreement contained in Exhibit 4, as articulated by the Council: _____, or
2. The [Annexation/Rezone/MDA] does not comply with the Land Development Code, as articulated by the Council: _____, or
3. The [Annexation/Rezone/MDA] is not consistent with the General Plan, as articulated by the Council: _____.

I. Exhibits:

- | | |
|--------------------------------|---------------|
| 1. Location Map | (page 10) |
| 2. City Engineer’s Report | (pages 11-12) |
| 3. Pre-annexation Agreement | (pages 13-15) |
| 4. Annexation Map | (page 16) |
| 5. The Springs Concept Plan | (page 17) |
| 6. The Springs Context Map | (page 18) |
| 7. The Springs Proposed Zoning | (page 19) |
| 8. The Springs Park Concept | (page 20) |
| 9. The Springs Site Summary | (pages 21-22) |
| 10. Public Input (HADCO) | (pages 23-30) |
| 11. The Springs Draft MDA | (pages 31-65) |

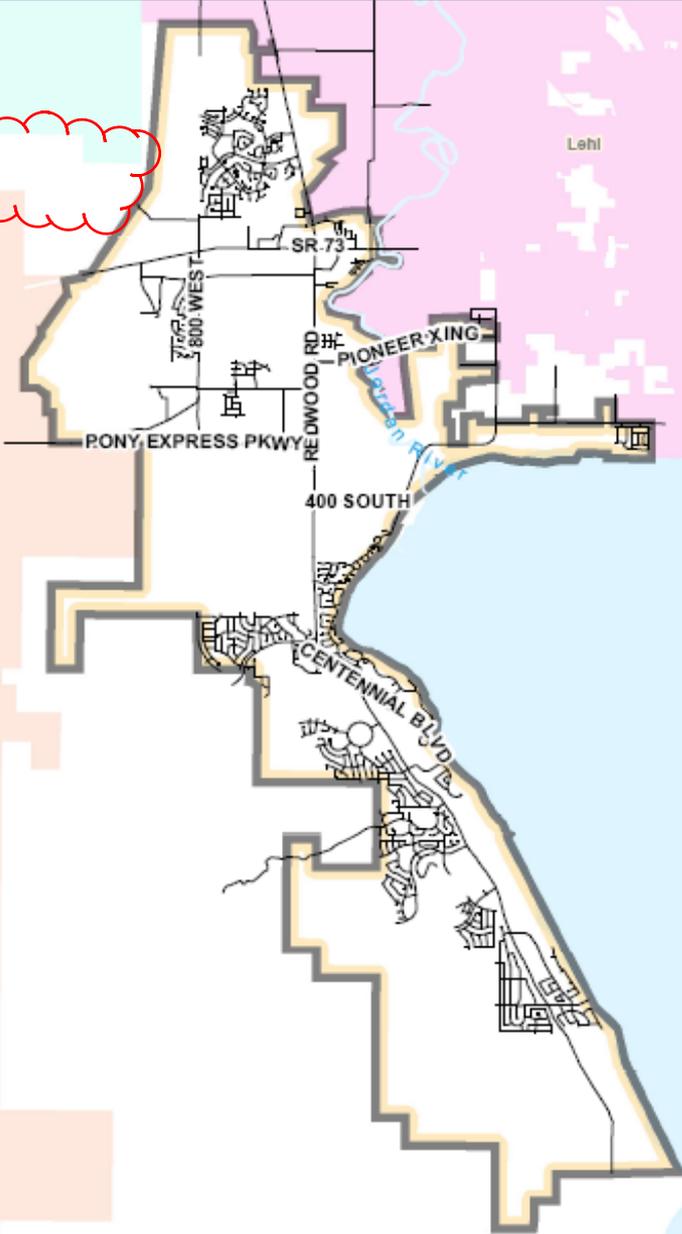
Exhibit 1
Location



Camp
Williams

Lehi

Eagle
Mountain



Utah Lake



**City Council
Staff Report**

Author: Jeremy D. Lapin, City Engineer
Subject: Wildflower
Date: November 13, 2014
Type of Item: Rezone – GPA – MDA



Description:

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

B. Background:

Applicant: Western States Ventures, LLC
Request: Annexation, Rezone and Master Development Agreement (MDA)
Location: Approx. 1800 N. 1000 West (west of Harvest Hills and south of Camp Williams)
Acreage: Approximately 475.737 acres

C. Recommendation: Staff recommends continuing the Annexation, Rezone and Master Development Agreement until a complete disclosure by the developer of anticipated needs of utilities and street improvements and a timetable of anticipated development has been provided to the City subject to the following findings and conditions:

D. Conditions:

- 1) The project and associated master plans and construction drawings 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 acceptance of the annexation and accompanying documents 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 developers disclosure of utility needs, 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.
- 3) The infrastructure anticipated to be needed for the build out of this project shall be provided for in comprehensive master plan that shall be submitted with or prior to the first plat application. The master plan shall include a Traffic Impact Study that meets all of the requirements provided for in the City's Engineering Standards and Specifications. Such master plan shall also show existing city mains locations and sizes and identify all proposed points of connection to existing. Master Plan shall identify all offsite incoming storm water flows that must be routed and or mitigated through project.
- 4) 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.

- 5) 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 0.2 cfs/acre and must be cleaned to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- 6) 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.
- 7) Existing pedestrian trails shall be incorporated into project
- 8) The developer shall ensure that any open space dedicated to the City will meet all City landscaping and irrigation design standards as well as meet all City and industry standards for amenities and play equipment.
- 9) All roads public or private shall meet all city standards and specifications and standard cross sections and pavement section designs.
- 10) Areas to be served by the various water zones shall have a direct connection to a source and storage for that specific zone; a connection only by PRV is not permitted.
- 11) Lift stations will not be permitted to provide sewer or storm drain service for any areas. All Sanitary and Storm Sewers must be gravity lines only.
- 12) Storm water retention is not permitted. All storm water must be detained to historical or pre-development conditions and all basins must have an outfall and overflow system as specified in the City's Engineering Standards.
- 13) Developer shall identify and protect all sensitive lands as specified in the Land Development Code.
- 14) Developer shall be required to bury and/or relocate of all overhead utility distribution lines.
- 15) 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.

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

December 9, 2014

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

RECITALS

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

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

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

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

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

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

WHEREAS, Saratoga Springs has expressed a willingness to use its governmental powers and to coordinate the development of the project 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 it is too early in the planning process to have prepared a concept plan for The Springs, the general concept for the development envisions a broad mix of various residential unit types with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,799 and 2,000 equivalent residential units;

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

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

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

WHEREAS, Saratoga Springs has asked Western States to take appropriate steps to inform the Prison Relocation Commission that the Property should no longer be considered in any way as a location for the possible prison and, subsequent to execution of this Agreement, formally and permanently withdraw its application from the State of Utah;

WHEREAS, Western States is willing to take such steps based on assurances from Saratoga Springs, including the entry into this Agreement, that Saratoga Springs will fairly and promptly annex the Property, process the approval of The Springs by entering into an Annexation and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project 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 December 9, 2014 and voted unanimously to each execute and enter into this Agreement along with the Mayor Miller on behalf of Saratoga Springs and take all of the steps necessary to implement this Agreement.

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

TERMS

1. Western States will, on December 10, 2014, formally and permanently withdraw its application with the State of Utah by sending the Prison Relocation Commission a written letter (or other sufficient notice) that Western States is permanently withdrawing the Property from further consideration as a potential site for the Prison.
2. Saratoga Springs will promptly process the Petition for annexation and annex the Property into Saratoga Springs as quickly as possible.
3. Saratoga Springs and Western States will work both cooperatively and as quickly as possible to create and approve a Master Plan for the future development of The Springs with a broad mix of various residential unit types and with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,799 and 2,000 equivalent residential units, enter into an Annexation and Development Agreement providing, among other things, for the vested rights of Western States to develop

The Springs according to the approved Master Plan with the uses discussed above and the Annexation and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project 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.

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

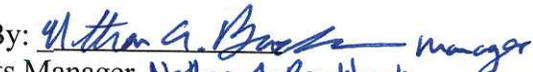
5. The recitals above are incorporated herein by this reference.

Dated this 9th day of December, 2014

City of Saratoga Springs

Western States Ventures, LLC

By: 
Hon. Jim Miller, Mayor

By:  manager
Its Manager Nathan A. Brockbank

CITY COUNCIL


Hon. Michael McOmber, Member


Hon. Shellie Baertsch, Member


Hon. Stephen Willden, Member

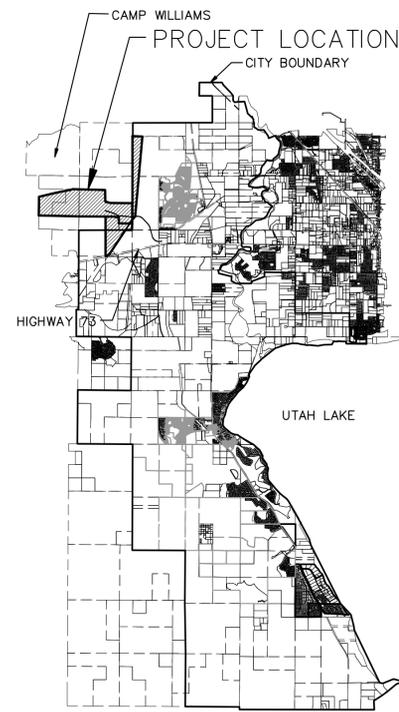

Hon. Rebecca Call, Member


Hon. Bud Poduska, Member

ATTEST:


City Recorder (or Deputy)





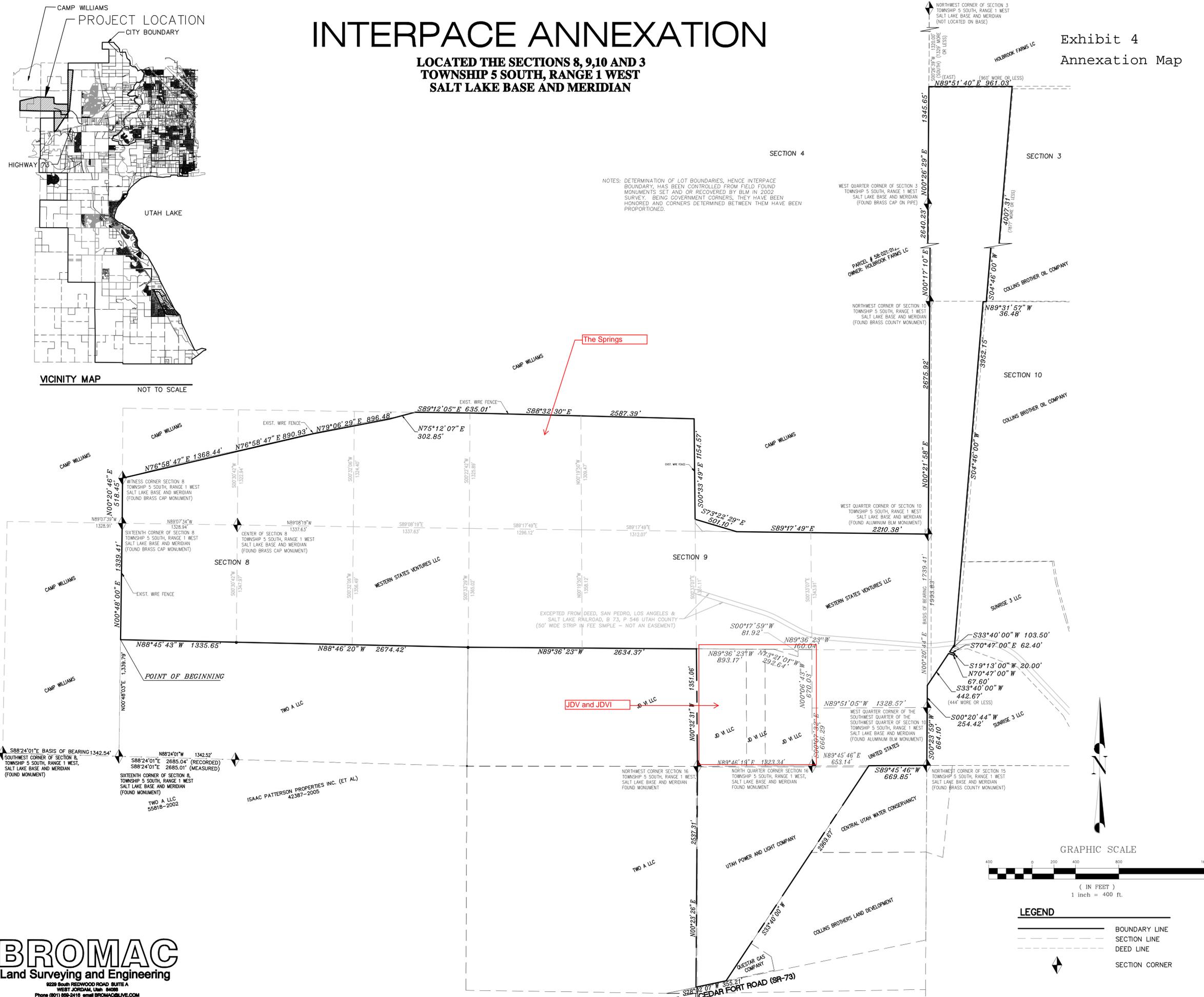
VICINITY MAP
NOT TO SCALE

INTERPACE ANNEXATION

LOCATED THE SECTIONS 8, 9, 10 AND 3
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

NOTES: DETERMINATION OF LOT BOUNDARIES, HENCE INTERPACE BOUNDARY, HAS BEEN CONTROLLED FROM FIELD FOUND MONUMENTS SET AND OR RECOVERED BY ELM IN 2002 SURVEY. BEING GOVERNMENT CORNERS, THEY HAVE BEEN HONORED AND CORNERS DETERMINED BETWEEN THEM HAVE BEEN PROPORTIONED.

Exhibit 4
Annexation Map



SURVEYOR'S CERTIFICATE

I, C. DAVID MCKINNEY DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5251295 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20, WAS MADE BY ME AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

C. DAVID MCKINNEY
LICENSE NO. 5251295

DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 88°24'01" EAST 1342.54 FEET AND NORTH 00°48'03" EAST 1339.79 FEET FROM A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°48'00" EAST ALONG THE SIXTEENTH LINE 1,339.41 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 00°20'46" EAST ALONG THE SIXTEENTH LINE 518.45 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 76°58'47" EAST 1,368.44 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 890.93 FEET; THENCE NORTH 79°06'29" EAST 896.48 FEET; THENCE NORTH 75°12'07" EAST 302.85 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°12'05" EAST ALONG THE SIXTEENTH LINE 635.01 FEET; THENCE SOUTH 88°32'30" EAST ALONG THE SIXTEENTH LINE 2,587.39 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°33'49" EAST ALONG A QUARTER SECTION LINE 1,154.57 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 73°22'29" EAST 501.10 FEET TO A QUARTER SECTION LINE; THENCE SOUTH 89°17'49" EAST ALONG THE QUARTER SECTION LINE 2,210.38 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 00°21'58" EAST 2675.92 FEET; THENCE NORTH 00°17'10" EAST 2640.23 FEET; THENCE NORTH 00°26'29" EAST 1345.65 FEET; THENCE NORTH 89°31'57" WEST 36.48 FEET; THENCE SOUTH 04°46'00" WEST 4007.31 FEET; THENCE NORTH 89°31'57" WEST 36.48 FEET; THENCE SOUTH 04°46'00" WEST 3952.15 FEET; THENCE SOUTH 33°40'00" WEST 103.50 FEET; THENCE SOUTH 70°47'00" EAST 62.40 FEET; THENCE SOUTH 19°13'00" WEST 20.00 FEET; THENCE NORTH 70°47'00" WEST 67.60 FEET; THENCE SOUTH 33°40'00" WEST 442.67 FEET; THENCE SOUTH 00°20'44" WEST ALONG A SECTION LINE 254.42 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°23'59" WEST 664.10 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°45'46" EAST 669.85 FEET; THENCE NORTH 89°45'46" EAST 653.14 FEET; THENCE SOUTH 33°40'00" WEST 2969.67 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CEDAR FORT ROAD (SR-73); THENCE SOUTH 78°02'07" WEST ALONG SAID RIGHT-OF-WAY 355.21 FEET; THENCE NORTH 00°23'26" EAST 2537.31 FEET; THENCE NORTH 00°32'31" WEST 1351.06 FEET TO A SIXTEENTH LINE; THENCE NORTH 89°36'23" WEST 2,634.37 FEET ALONG THE SIXTEENTH LINE; THENCE NORTH 88°46'20" WEST ALONG THE SIXTEENTH LINE 2,674.42 FEET; THENCE NORTH 88°45'43" WEST ALONG THE SIXTEENTH LINE 1,335.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,525,972 SQUARE FEET OR 723.732 ACRES, MORE OR LESS.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, A LEGISLATIVE BODY OF THE TOWN OF FRANCIS, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE TOWN OF FRANCIS, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-3-1 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY.

APPROVED: _____

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____ 2007.

RECORDER

INTERPACE ANNEXATION

ADDITION TO THE CORPORATE LIMITS

OF
THE CITY OF SARATOGA SPRINGS
UTAH COUNTY
STATE OF UTAH

COUNTY RECORDERS NO. _____

STATE OF UTAH, COUNTY OF UTAH

RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ DAY OF _____ 20____

TIME: _____ FEE: _____ BOOK: _____ PAGE: _____

COUNTY RECORDER

BROMAC
Land Surveying and Engineering

8228 South REDWOOD ROAD SUITE A
WEST JORDAN, Utah 84088
Phone (801) 958-2418 email BROMAC@LIVE.COM

Exhibit 5
Concept Plan

The Springs Site Summary - Saratoga Springs, Utah - Western States Ventures.

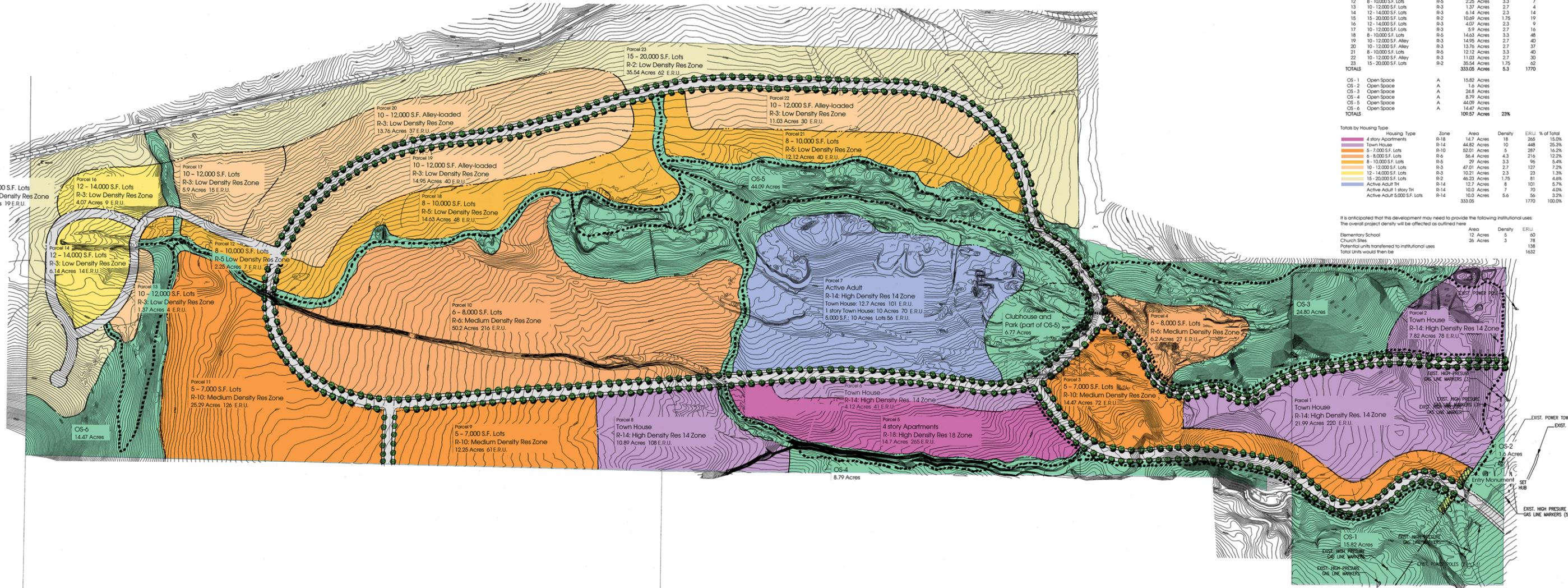
Site: 479.11 Acres
77 ft Collector Streets: 28.47 Acres
56 ft Local Streets as shown: 8.02 Acres

Parcel	Housing Type	Zone	Area	Density	ERU
1	Town House	R-14	21.99 Acres	10	220
2	Town House	R-14	7.82 Acres	10	78
3	5 - 7,000 S.F. Lots	R-10	14.47 Acres	5	72
4	5 - 8,000 S.F. Lots	R-6	6.2 Acres	4.3	27
5	4 story Apartments	R-18	14.7 Acres	18	265
6	Town House	R-14	4.12 Acres	10	41
7	Active Adult	R-14			
	Town House		12.7 Acres	8	101
	1 story TH		10.0 Acres	7	70
	5,000 S.F. Lots		10.0 Acres	5.6	56
8	Town House	R-14	10.59 Acres	10	106
9	5 - 7,000 S.F. Lots	R-10	12.25 Acres	5	61
10	5 - 8,000 S.F. Lots	R-6	50.2 Acres	4.3	216
11	5 - 7,000 S.F. Lots	R-10	25.29 Acres	5	126
12	8 - 10,000 S.F. Lots	R-5	2.25 Acres	3.3	7
13	10 - 12,000 S.F. Lots	R-3	1.37 Acres	2.7	4
14	12 - 14,000 S.F. Lots	R-3	6.14 Acres	2.3	14
15	15 - 20,000 S.F. Lots	R-2	10.69 Acres	1.75	19
16	12 - 14,000 S.F. Lots	R-3	4.07 Acres	2.3	9
17	10 - 12,000 S.F. Lots	R-3	5.9 Acres	2.7	16
18	8 - 10,000 S.F. Lots	R-5	14.63 Acres	3.3	48
19	10 - 12,000 S.F. Alley	R-3	14.95 Acres	2.7	40
20	10 - 12,000 S.F. Alley	R-3	13.76 Acres	2.7	37
21	6 - 10,000 S.F. Lots	R-5	12.12 Acres	3.3	40
22	10 - 12,000 S.F. Alley	R-3	11.03 Acres	2.7	30
23	15 - 20,000 S.F. Lots	R-2	35.54 Acres	1.75	62
TOTALS			333.05 Acres	6.3	1770
OS-1	Open Space	A	15.82 Acres		
OS-2	Open Space	A	1.8 Acres		
OS-3	Open Space	A	24.8 Acres		
OS-4	Open Space	A	8.79 Acres		
OS-5	Open Space	A	44.09 Acres		
OS-6	Open Space	A	14.47 Acres		
TOTALS			109.57 Acres	22%	

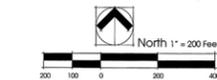
Totals by Housing Type	Housing Type	Zone	Area	Density	ERU	% of Total
4 story Apartments	R-18	14.7 Acres	18	265	15.0%	
Town House	R-14	44.82 Acres	10	448	25.3%	
5 - 7,000 S.F. Lots	R-10	50.01 Acres	5	250	14.2%	
5 - 8,000 S.F. Lots	R-6	56.4 Acres	4.3	241	13.6%	
8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96	5.4%	
10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127	7.2%	
12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23	1.3%	
15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81	4.6%	
Active Adult TH	R-14	12.7 Acres	8	101	5.7%	
Active Adult 1 story TH	R-14	10.0 Acres	7	70	4.0%	
Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	5.6	56	3.2%	
TOTALS			333.05 Acres		1770	100.0%

If it is anticipated that this development may need to provide the following institutional uses:
The overall project density will be affected as outlined here

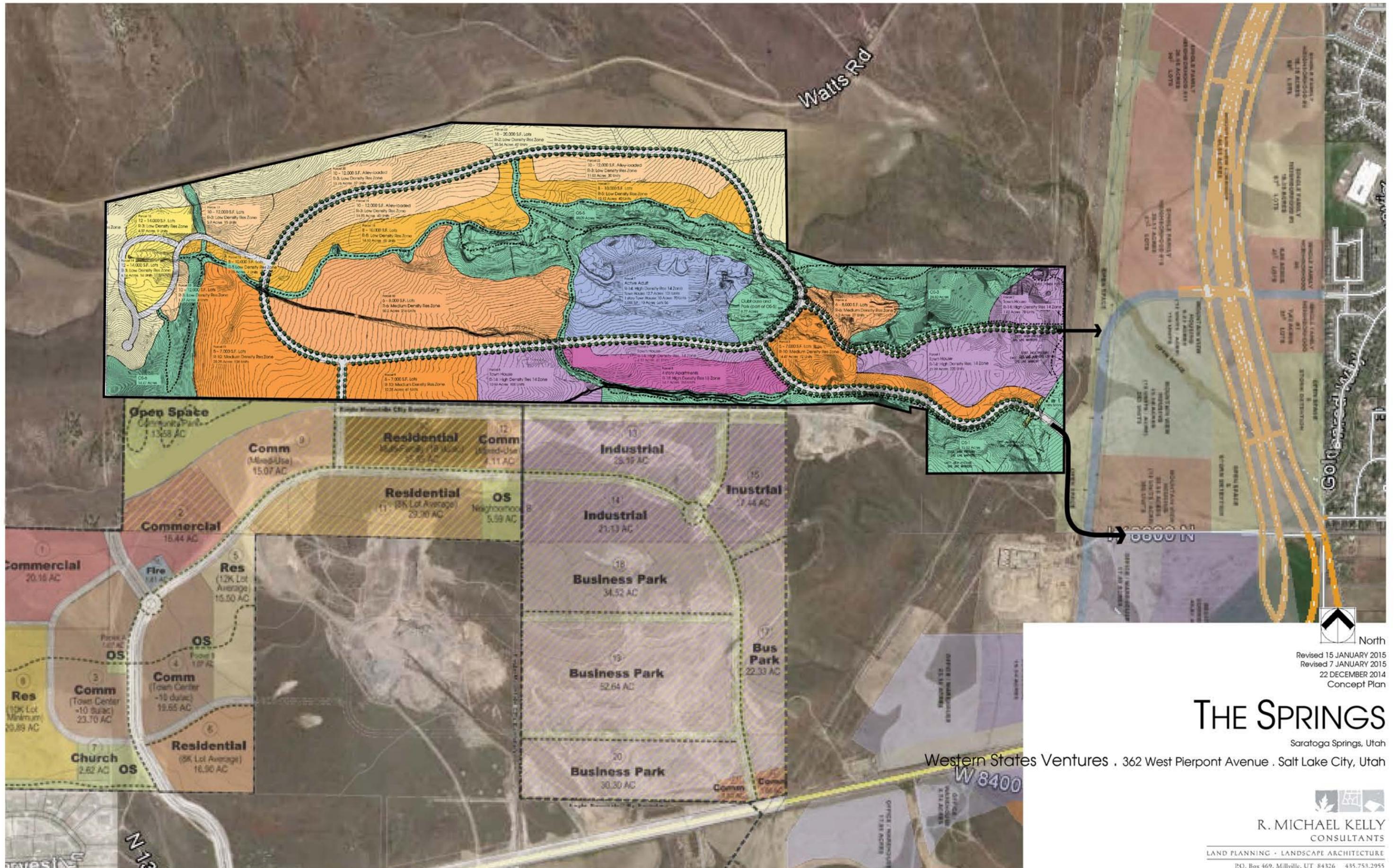
Elementary School	Area	Density	ERU
Elementary School	12 Acres	5	60
Church Sites	25 Acres	3	75
Potential units transferred to institutional uses			135
Total Units would then be			1632



THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.



THE SPRINGS
Saratoga Springs, Utah
Western States Ventures . 362 West Pierpont Avenue . Salt Lake City, Utah



North
 Revised 15 JANUARY 2015
 Revised 7 JANUARY 2015
 22 DECEMBER 2014
 Concept Plan

THE SPRINGS

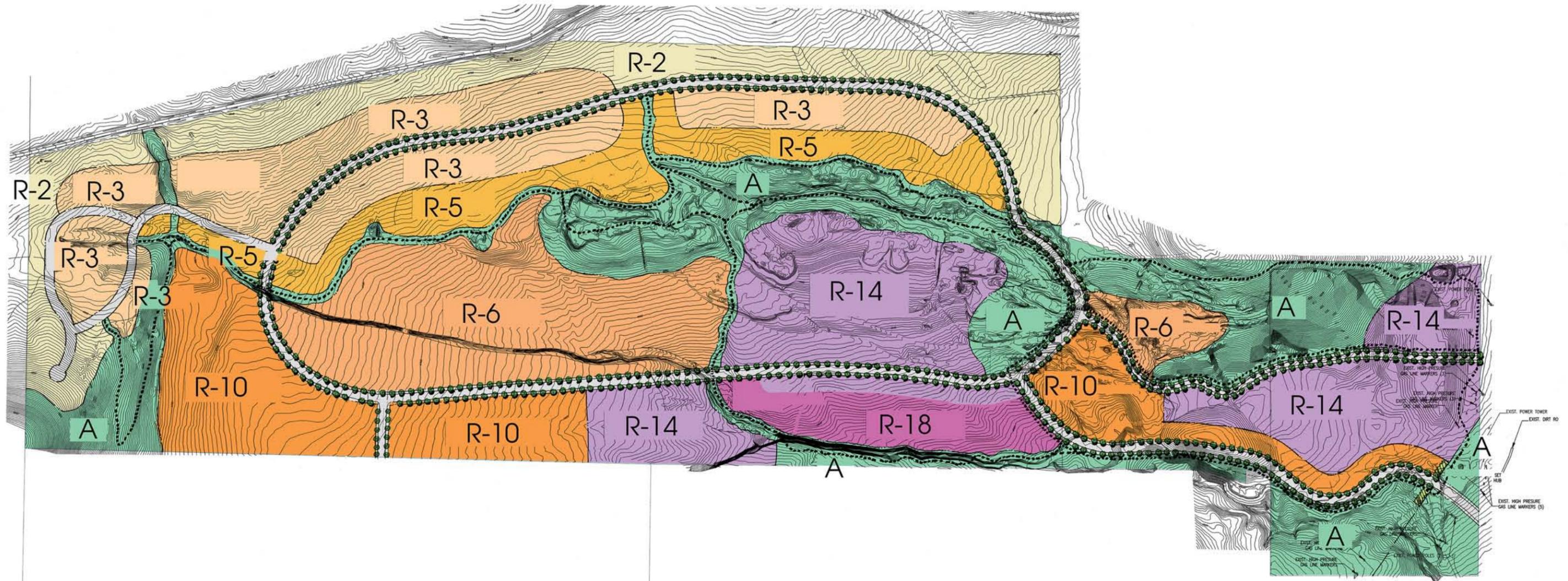
Saratoga Springs, Utah

Western States Ventures , 362 West Pierpont Avenue . Salt Lake City, Utah

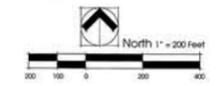
R. MICHAEL KELLY
 CONSULTANTS

LAND PLANNING · LANDSCAPE ARCHITECTURE

P.O. Box 469, Millville, UT 84326 435.753.2955



THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.



Revised 06 JANUARY 2015
02 JANUARY 2015
PROPOSED ZONING

THE SPRINGS

Saratoga Springs, Utah
Western States Ventures . 362 West Pierpont Avenue . Salt Lake City, Utah

Western States Ventures · 362 West Pierpont Avenue · Salt Lake City, Utah

THE SPRINGS

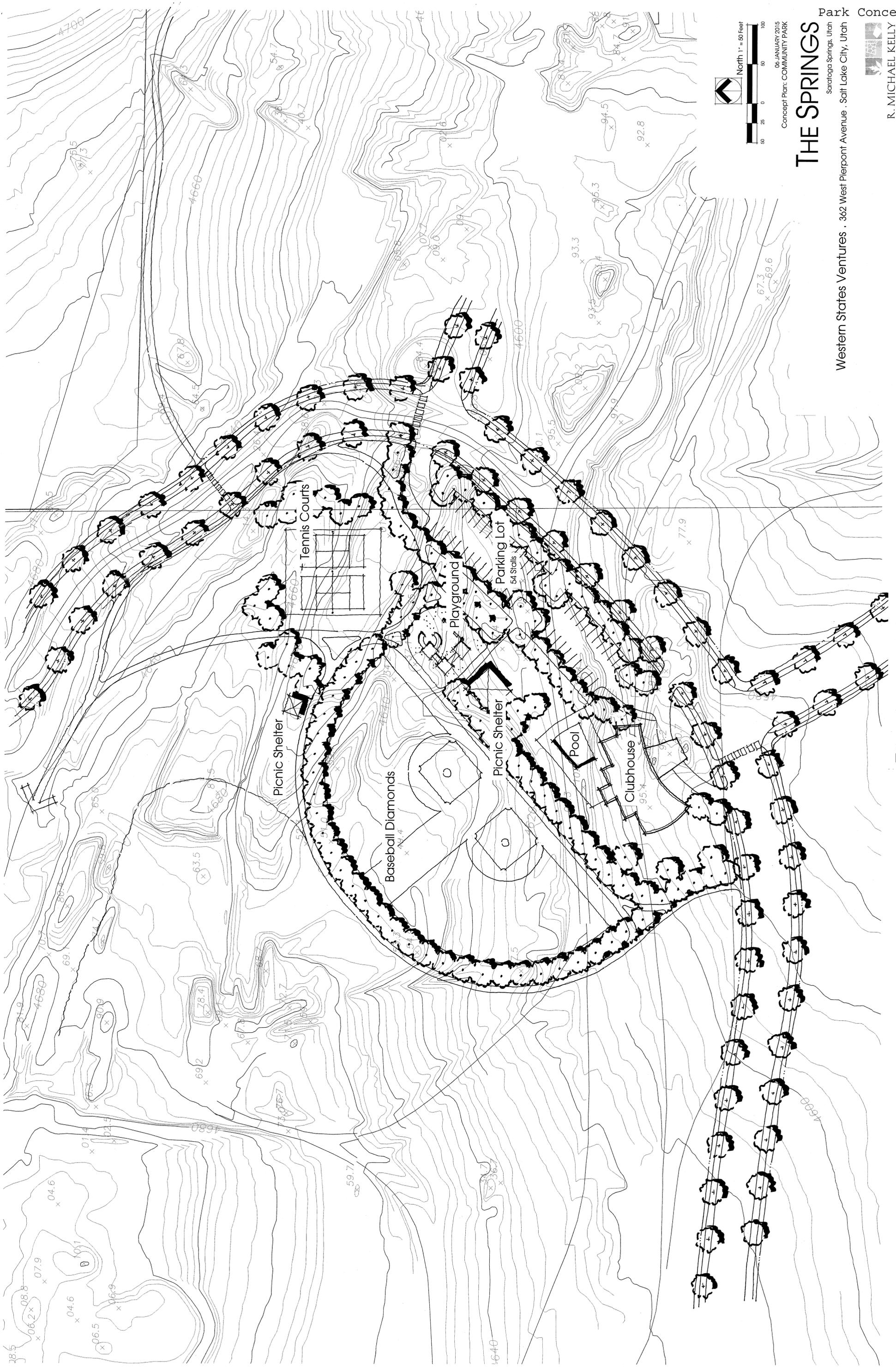
Saratoga Springs, Utah

06 JANUARY 2015
Concept Plan: COMMUNITY PARK

R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING · LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84526 435.753.2955



North 1" = 50 Feet



THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.

The Springs . Site Summary . Saratoga Springs, Utah . Western States Ventures.

Site	479.11 Acres
77 ft. Collector Streets	28.47 Acres
56 ft. Local Streets as shown	8.02 Acres

Parcel	Housing Type	Zone	Area	Density	Units
1	Town House	R-14	21.99 Acres	10	220
2	Town House	R-14	7.82 Acres	10	78
3	5 - 7,000 S.F. Lots	R-10	14.47 Acres	5	72
4	6 - 8,000 S.F. Lots	R-6	6.2 Acres	4.3	27
5	4 story Apartments	R-18	14.7 Acres	18	265
6	Town House	R-14	4.12 Acres	10	41
7	Active Adult Town House 1 story TH 5,000 S.F. Lots	R-14	12.7 Acres 10.0 Acres 10.0 Acres	8 7 5.6	101 70 56
8	Town House	R-14	10.89 Acres	10	109
9	5 - 7,000 S.F. Lots	R-10	12.25 Acres	5	61
10	6 - 8,000 S.F. Lots	R-6	50.2 Acres	4.3	216
11	5 - 7,000 S.F. Lots	R-10	25.29 Acres	5	126
12	8 - 10,000 S.F. Lots	R-5	2.25 Acres	3.3	7
13	10 - 12,000 S.F. Lots	R-3	1.37 Acres	2.7	4
14	12 - 14,000 S.F. Lots	R-3	6.14 Acres	2.3	14
15	15 - 20,000 S.F. Lots	R-2	10.69 Acres	1.75	19
16	12 - 14,000 S.F. Lots	R-3	4.07 Acres	2.3	9
17	10 - 12,000 S.F. Lots	R-3	5.9 Acres	2.7	16
18	8 - 10,000 S.F. Lots	R-5	14.63 Acres	3.3	48
19	10 - 12,000 S.F. Alley	R-3	14.95 Acres	2.7	40
20	10 - 12,000 S.F. Alley	R-3	13.76 Acres	2.7	37
21	8 - 10,000 S.F. Lots	R-5	12.12 Acres	3.3	40
22	10 - 12,000 S.F. Alley	R-3	11.03 Acres	2.7	30
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TOTALS			333.05 Acres	5.3	1770
OS - 1	Open Space	A	15.82 Acres		
OS - 2	Open Space	A	1.6 Acres		
OS - 3	Open Space	A	24.8 Acres		
OS - 4	Open Space	A	8.79 Acres		
OS - 5	Open Space	A	44.09 Acres		
OS - 6	Open Space	A	14.47 Acres		
TOTALS			109.57 Acres	23%	

Totals by Housing Type

Housing Type	Zone	Area	Density	Units	% of Total
4 story Apartments	R-18	14.7 Acres	18	265	15.0%
Town House	R-14	44.82 Acres	10	448	25.3%
5 - 7,000 S.F. Lots	R-10	52.01 Acres	5	287	16.2%
6 - 8,000 S.F. Lots	R-6	56.4 Acres	4.3	216	12.2%
8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96	5.4%
10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127	7.2%
12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23	1.3%
15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81	4.6%
Active Adult TH	R-14	12.7 Acres	8	101	5.7%
Active Adult 1 story TH	R-14	10.0 Acres	7	70	4.0%
Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	5.6	56	3.2%
		333.05		1770	100.0%

It is anticipated that this development may need to provide the following institutional uses:

The overall project density will be affected as outlined here

	Area	Density	Units
Elementary School	12 Acres	5	60
Church Sites	26 Acres	3	78
Potential units transferred to institutional uses			138
Total Units would then be			1632

Property Owners: JD VI and JD V (John Hadfield - Owner)

Re: Issues and concerns with current proposed Saratoga Springs annexation and Western States Proposed Master Plan

Date: 12/18/2014

Dear Saratoga Springs Representatives,

Two weeks ago, the above listed property owner was made aware of Saratoga Springs desire to annex a portion (three parcels) of the owner's property located within the Utah County property limits. In addition, the Owner was also made aware of Saratoga Springs' master plan discussions with Western States Ventures, which owns the property along the northern boundary of the Owner's properties. Although the Owners are interested in being good neighbors and partners with the city and adjacent landowners, they see a definite need to have an candid dialog regarding some significant potential issues and concerns that ought to be resolved before these proposals progress. Below are a few of the issues that the Owner is seeking to address with the city.

Saratoga Springs proposed Annexation of Utah County Property

1. The Owner's property contains an active, legally permitted industrial mining operation residing in the Utah County designated "Mining and Grazing" zone. This property has contained active mining operations for the past 50+ years. Any proposed annexation of this property by Saratoga Springs from Utah County would need to be zoned "Industrial" in order to preserve the Owner's existing legal mining and light industrial rights.
2. In addition, any potential master planning in the current Utah County properties should provide for the continuation of ingress and egress of heavy haul transport from all of the Owner's properties.

Western States Venture (WSV) Master Planned proposal

The Owner is very concerned about the proposed master plan currently put forward by Western States Ventures (WSV) in December 2014. In its current form, the proposed master plan represents a potentially significant safety concern which needs to be addressed.

1. The December 2014 WSV master plan shows proposed residences running directly up to the property line along the entire south border of the WSV Property. It is worth noting that this property is currently zoned for "Mining and Grazing" with Utah County. The Owners concern is that Saratoga Springs is being asked to change the current zoning from "mining and grazing" to "residential or multiuse" resulting in residential homeowners being located within 2000 ft from the Owner's property line. Allowing residences within 2000 ft of the property line will result in the future home owners and tenants being inside of the "blasting shock wave zone" resulting from the current mining operations. The Owner is formally requesting that Saratoga Springs have WSV revise their current master plan proposal to provide for an adequate buffer zone to ensure the safety of any future residents and structures.
2. The current December 2014 WSV proposal does not incorporate the existing road along the southern boundary of the property. This road is not just established, it also already contains both a large diameter Questar gas line along Rocky Mountain Power electrical lines. The WSV

master plan should be revised to reflect the roadway running along the southern WSV property line. Doing so will also prevent heavy haul traffic from traveling through the center of the proposed neighborhoods which provides a safety plan for the future Saratoga Springs residences.

The Owner is very interested in seeking a mutually amicable solution which allows for the preservation of their existing legal property rights, the continuation of their long established mining operations, and safety of all future residence in close proximity to the Owner's property.

We look forward to working together with Saratoga Springs planners and city council in working out a timely resolution.

If you have any questions regarding the above correspondence, please contact us at 801-766-7611. We would be more than happy to meet with any interested city representatives to review the issues at your convenience.

Thank you for your time and consideration.

Respectfully,

Steve Herman

John Hadfield (Property Owner)

Subject: RE: Saratoga Springs proposed annexation
Date: Tuesday, January 6, 2015 at 4:30:59 PM Mountain Standard Time
From: Steve Herman
To: Kimber Gabryszak
CC: John Hadfield

Hi Kimber,

Not sure what level of detail your are needing. I have attached below both the questions and responses that you had from our initial conversation.

- the current use of the property and length use has occurred: The current use of the property is for mining and other construction material uses (such as an asphalt plant)
-
- intended term of current use: The intended term of use for mining and industrial production (as mentioned above) is in perpetuity.
-
- any County approvals with copies of the terms The property has been in mining for 40+ years and has been in the “mining” zone during that time. I will have to research to see what county documents we have to accompany the operations. We are in the middle of an office expansion, with some files being moved around, so it may take a bit to track down some records. However, I have added an additional map overlaid on Google Earth so that it is very easy to see the active mining areas in relationship to the Western States Properties.
-
- desired use going forward, and The future use of the property is for mining and other construction material uses (such as ready mix concrete plant, asphalt plant, trucking operations and offices)
-
- desired zone district if you have one in mind. From our discussions with you earlier, it seems that an “industrial zone” was going to be the only zone option in Saratoga Springs that would work for both the current and future uses of the property.

Hope this helped. Please call me with any questions.

Thanks,

Steve Herman, PE
Cell 801-915-0422

From: Kimber Gabryszak [mailto:KGabryszak@saratogaspringscity.com]
Sent: Monday, January 5, 2015 4:58 PM
To: Steve Herman
Cc: John Hadfield
Subject: Re: Saratoga Springs proposed annexation

Hi Steve,

Thanks for the drawing. We will include it as part of the packet that goes to the Planning Commission and City Council. The zoning decisions will be made by the City Council and are legislative decisions with significant discretion

We are also anticipating a drawing and background information for your property, including background and zones and intended uses. Will those be coming shortly?

Thanks,

Kimber Gabryszak, AICP

City of Saratoga Springs
Planning Director
(801)766-9793 x107

"Life's Just Better Here..."

From: Steve Herman <sherman@hadcoconstruction.com>
Date: Tuesday, December 30, 2014 at 2:19 PM
To: Kimber Gabryszak <kgabryszak@saratogaspringscity.com>
Cc: John Hadfield <jdhadfield@hadcoconstruction.com>
Subject: RE: Saratoga Springs proposed annexation

Good afternoon Kimber,

Got the sketch back sooner than expected...

I have attached two documents in response to our meeting a couple of weeks ago, regarding the proposed annexation of the County property as well as the proposed master plan submittal for the property adjacent (to the north) to John's property JD V and JD VI. As we discussed in our meeting, we have some significant concerns about the city annexing the property to the north and then changing that property's zoning from "Mining and Grazing" to a residential use. The primary concern is that the proposed change would place residential property too close to existing, and legally zoned, mining operations, not allowing enough buffer zone for a safe residential community.

The first document is a brief letter outlining our concerns. The second document is a sketch showing the proposed master plan development in proximity to the existing mining operations. It also shows the recommended buffer zone which should be in place to allow adequate spacing between mining and residential properties. We hope that this information is helpful and would welcome the opportunity to expand upon it further if needed and would be happy to answer any questions you may have.

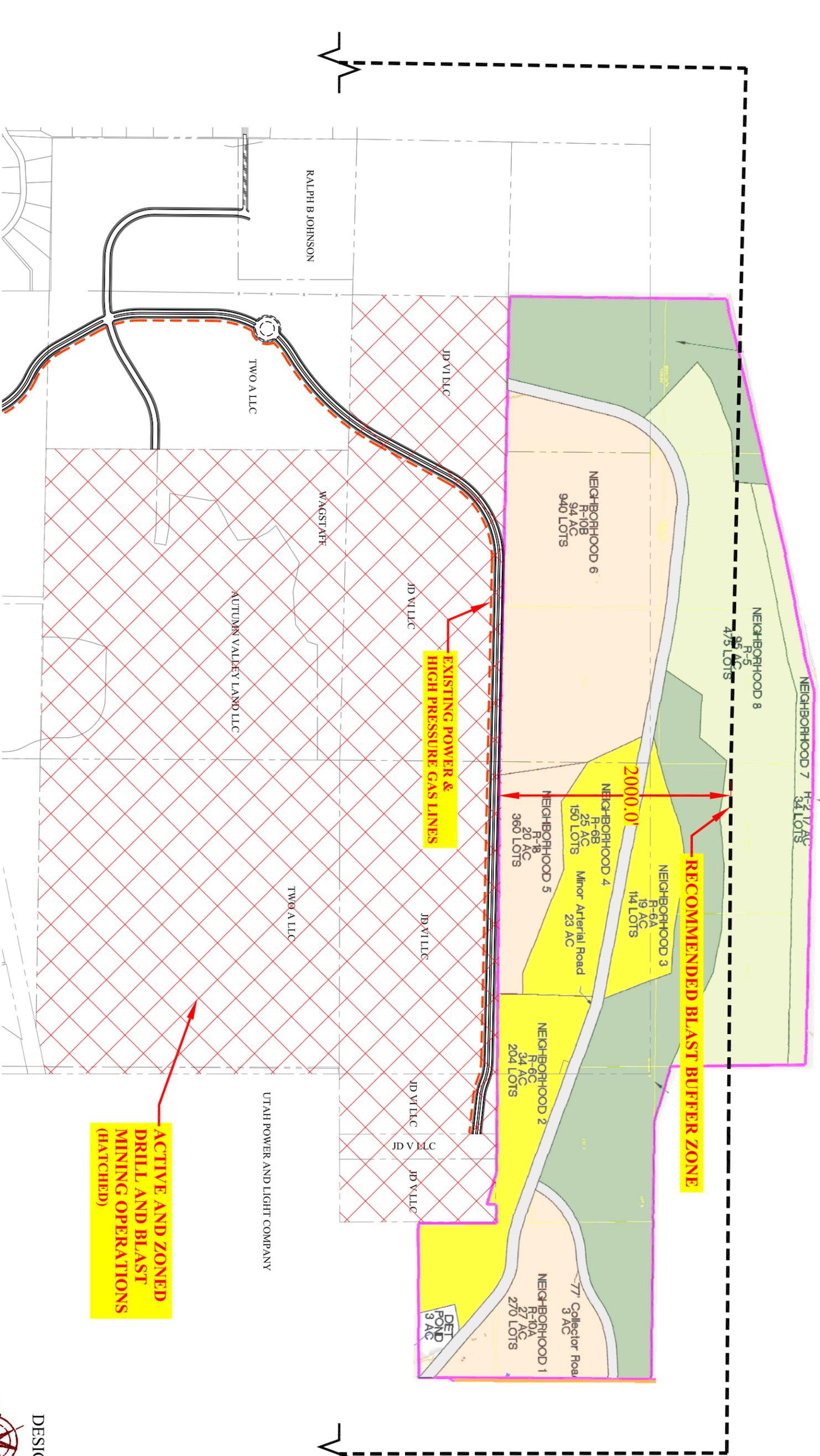
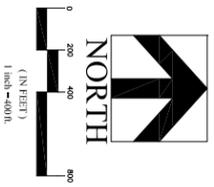
Thank you for your time and assistance,

Best regards,

STEVE HERMAN, PE

Cell 801-915-0422





NOTE: THIS AREA IS CURRENTLY ZONED FOR MINING AND GRAZING

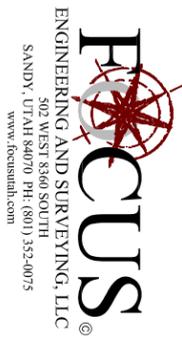
RECOMMENDED BLAST BUFFER ZONE

EXISTING POWER & HIGH PRESSURE GAS LINES

ACTIVE AND ZONED DRILL AND BLAST MINING OPERATIONS (HATCHED)

GENERAL NOTE:
 INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.

DESIGNED BY:



Subject: Updated information on the Mining operations adjacent to the Western States proposal.
Date: Tuesday, January 13, 2015 at 1:08:58 PM Mountain Standard Time
From: Steve Herman
To: Kimber Gabryszak
CC: John Hadfield

Hi Kimber,

Hope you had a nice weekend.

You had asked if we could provide some additional information about approvals/permits for the mining, asphalt and future concrete operations on the properties we discussed.

Below is some additional information in that regard:

1. In addition to the “mining and grazing” zoning current associated with the 40+ acres currently located in the County and owned by JD VI, and JD V (area under being considered for annexation), we have located additional zoning and permitted use call outs from Eagle Mountain (which covers the remaining property that would be adjacent (south of) to the Western States Proposal. All of the existing aggregate, asphalt, brick, etc. operations currently reside in the **Eagle Mountain “Extractive Industries Overlay Zone”** permitting such operations (aggregates, asphalt, concrete, brick, etc.). These operations have been in existence for decades, however, this specific zoning classification was reconfirmed further as part of the Spring Run Annexation into Eagle Mountain. The Eagle Mountain City Council meeting where this was approved took place on May 12, 2012 (Topic #15).
2. For some additional guidance on buffering, the Eagle Mountain planning department has called out that residential operations should not be placed within a ¼ mile (1,320 ft) of these existing mining operations, further stating that “New developments adjacent to an existing operations will have to be zoned with whatever buffering is deemed appropriate at the time {to maintain an adequate buffer}. The intent is not to disturb existing operations.”
3. Below is the Spring Run Master Plan map (the Western States properties is situated to the north). Although it shows that at some time after the mining and industrial operations are completed, some of the areas may become residential, those areas are currently in the “Extractive Industries Overlay Zone” as designated by the angled hatched lines running through those properties (see below). This map is from the Spring Run Master Plan and can be found on Eagle Mountain’s website and I have confirmed this understanding with Eagle Mountain’s City Planner.
4. This map also shows the main arterial road that we mentioned in our meeting. This road is currently exists in roadbase form, but already has all of the large mainline Gas and Electrical Utilities in the ground.

I hope this information is closer to what you were looking for. If you have any questions, please let us know.

Thanks again for your help and consideration.

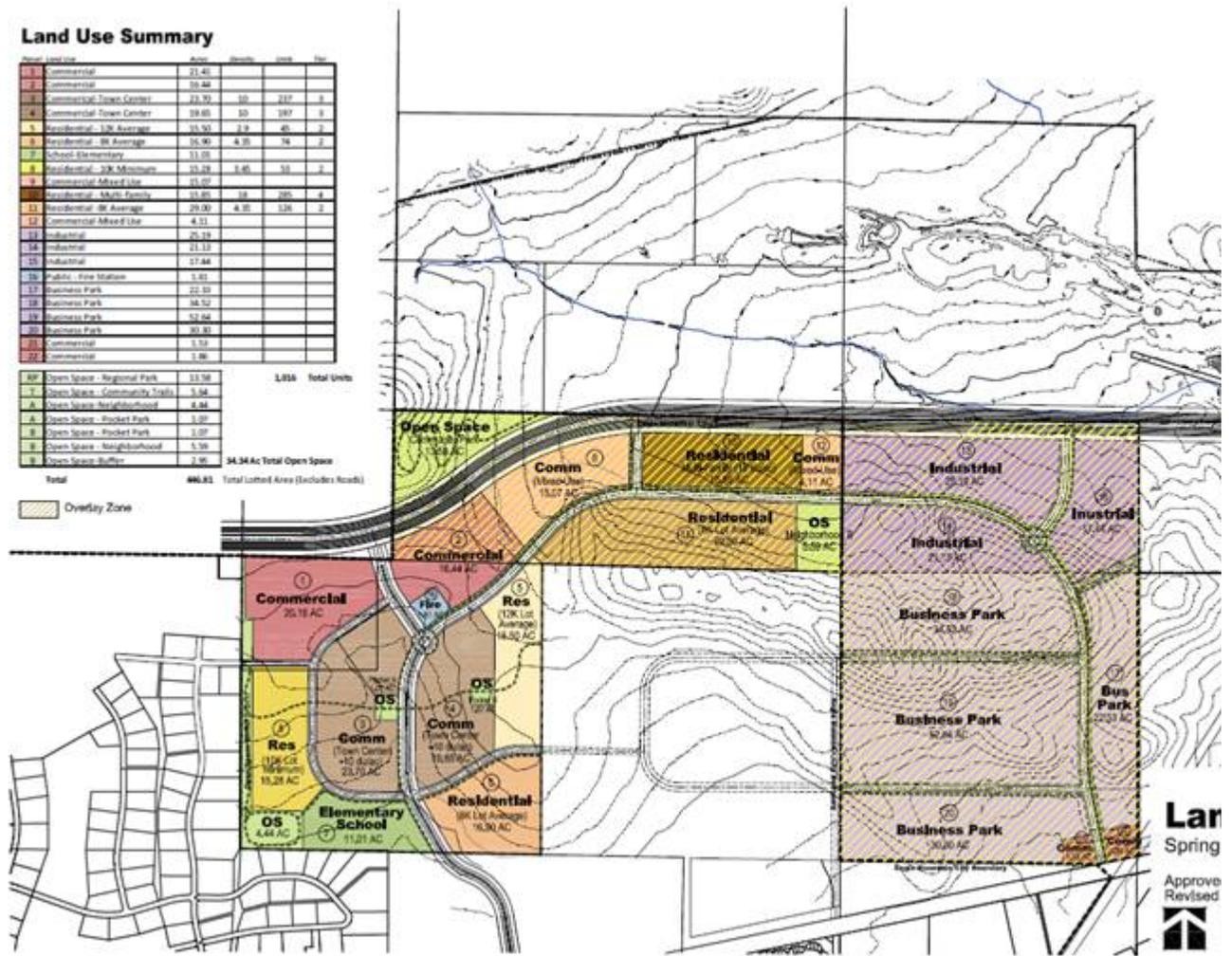
Land Use Summary

Land Use	Acres	Units	Year	Year
Commercial	21.45			
Commercial	26.44			
Commercial/Town Center	23.90	10	217	9
Commercial/Town Center	29.65	10	187	9
Residential - 1/2 Acre	15.90	2.9	45	2
Residential - 3/4 Acre	35.90	4.3	74	2
School-Elementary	11.21			
Residential - 1/2 Acre	15.28	1.45	13	2
Commercial Mixed Use	25.07			
Residential - Multi-Family	10.05	18	285	4
Residential - 3/4 Acre	29.59	4.35	126	2
Commercial Mixed Use	4.31			
Industrial	25.19			
Industrial	21.13			
Industrial	17.44			
Public - Fire Station	1.81			
Business Park	22.33			
Business Park	34.72			
Business Park	52.04			
Business Park	30.91			
Commercial	3.52			
Commercial	1.96			

OS - Open Space - Regional Park	13.58	1,815	Total Units
OS - Open Space - Community Trails	5.94		
OS - Open Space - Neighborhood	4.84		
OS - Open Space - Pocket Park	3.87		
OS - Open Space - Pocket Park	1.07		
OS - Open Space - Neighborhood	5.58		
OS - Open Space Buffer	2.95		
34.34 Ac Total Open Space			

Total 44.82 Total Lotbed Area (Excludes Roads)

Overlay Zone



Lar
Spring
Approve
Revised

Steve Herman, PE
Cell 801-915-0422

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR
THE SPRINGS MASTER PLANNED COMMUNITY**

March __, 2015

[KT Redlines accepted then brb comments](#)

[02 14 15](#)

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[not fully created yet]

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Bruce 2/24/2015 12:31 PM
Comment [1]: TOC will be fixed at the next draft

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WHEN RECORDED, RETURN TO:

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR
THE SPRINGS MASTER PLANNED COMMUNITY**

THIS ANNEXATION AND MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of March, 2015, by and between the City of Saratoga Springs, a political subdivision of the State of Utah, and Western States Ventures, L.L.C., a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns or controls the Property.
- C. The City and Master Developer entered into a Pre-annexation and Development Agreement on December 9, 2014.
- D. After the Pre-annexation and Development Agreement was approved the Parties worked cooperatively and through the City's required public processes to create this MDA.
- E. The City approved the annexation of the Property on March ___, 2105.
- F. The annexation has proceeded through the remainder of the statutory processes to finalization.
- G. Upon annexation, the City zoned the Property as shown on Exhibit "B".
- H. Master Developer and the City desire that Property be developed in a unified and consistent fashion pursuant to the Master Plan/Zoning Map and this MDA.

I. Development of the Property will include the Intended Uses as defined in this MDA.

J. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, and the general public.

K. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and the Zoning of the Property.

L. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

M. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

N. Master Developer and the City have cooperated in the preparation of this MDA.

O. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as parts of the Project as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

P. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102 (2015).

Bruce 2/24/2015 12:31 PM

Comment [2]: Kevin:
I made the change you requested.

Bruce 2/14/2015 11:02 AM

Deleted: the Act

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “__” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. _____

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building or structure, whether for Public Infrastructure or private infrastructure, on any portion of the Project or off-site of the Project.

1.2.5. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.

1.2.6. **CC&R’s** means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

Bruce 2/14/2015 10:59 AM
Deleted: LUDMA means the Land Use, Development, and Management Act, Utah Code Ann., §§ 10-9a-101, *et seq.* (2015) (“Act”).

Kimber Gabryszak 2/24/2015 12:31 PM
Comment [3]: Different permit bssides building permit for this item - Jeremy?

Bruce 2/24/2015 12:31 PM
Comment [4]: I suggest that we talk about this and all of the other issues to get this finalized.

Bruce 2/24/2015 12:31 PM
Comment [5]: I like mine better with its referenes to public or private and of site or on.

1.2.7. **City** means the City of Saratoga Springs, a political subdivision of the State of Utah.

1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.10. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "D".

1.2.11. **Commercial Use** means a commercial use allowed by the City's Vested Laws and may vary depending on the designated commercial zone.

1.2.12. **Council** means the elected City Council of the City.

1.2.13. **Default** means a material breach of this MDA.

1.2.14. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.15. **Density** means the number of Equivalent Residential Dwelling Units allowed per acre.

Bruce 2/24/2015 12:31 PM

Comment [6]: Right now we have no commercial so we should kill this and all references to commercial. If we get commercial alter we can always amend. Let's not confuse the issue.

Kevin Thurman 2/24/2015 12:31 PM

Comment [7]: We don't have a definition for ERUs. For impact fee purposes, we have a definition of a Equivalent Residential Connection. I definitely think we need to resolve this issue as the Council believes that the 1799-2000 units applies to all types of units, not just residential units.

Bruce 2/24/2015 12:31 PM

Comment [8]: This is another one where we can fix it with you and Kimber meeting.

1.2.16. **Development** means the development of a Pod or a portion thereof pursuant to an approved Development Application.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Concept Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 3.6 or 3.7 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.19. **Equivalent Residential Dwelling Unit (“ERU”)** means, for the purpose of calculating density, a unit of measurement used to measure and evaluate development impacts on public infrastructure such as water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and is intended to represent the equivalent impact on public infrastructure of one single family residence. Every residential dwelling unit or non-residential building shall constitute a minimum of 1 ERU.

1.2.20. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

Bruce 2/14/2015 11:12 AM
Formatted: Font:Bold

Kevin Thurman 2/24/2015 8:32 AM
Deleted: means, for purposes of calculating Density, a unit constructed on the Property which is intended to be occupied for residential living purposes

Kevin Thurman 2/24/2015 12:31 PM
Comment [9]: Sorry, we do in fact have a definition. This is directly from our code. Let me know if this is acceptable.

Bruce 2/14/2015 11:12 AM
Deleted: <#> -

Bruce 2/14/2015 11:09 AM
Deleted: as amended

1.2.21. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.22. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails and other uses as more fully specified in the Zoning Ordinance and the Master Plan/Zoning Map.

1.2.23. **LUDMA means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2015).**

1.2.24. **Master Developer** means Western States Ventures, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.25. **Master Plan/Zoning Map** means the plan for developing the Project and the zoning of the Pods approved by the City on March __, 2015 a copy of which is attached as Exhibit “B”.

1.2.26. **Maximum Equivalent Residential Units (ERUs)** means the development on the Property of One Thousand Seven Hundred Seventy (1,770) Equivalent Residential Dwelling Units.

1.2.27. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.28. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.29. **Open Space** means that definition as found in Saratoga Springs City Code § 19.02.02 as amended.

Bruce 2/14/2015 11:09 AM

Deleted:

1.2.30. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.31. **Parcel** means a Pod or a portion of a Pod that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.32. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.33. **Pod(s)** means an area or the areas of the Project designated to be used for specific types of zoning as more fully illustrated on the Master Plan/Zoning Map.

1.2.34. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this MDA.

1.2.35. **Property** means that approximately four hundred eighty (480) acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.36. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.37. **Subdeveloper** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

Bruce 2/14/2015 11:11 AM

Deleted: _____

Bruce 2/14/2015 11:12 AM

Deleted: <#>Equivalent Residential Dwelling Unit ("ERU") means, for purposes of calculating Density, a unit constructed on the Property which is intended to be occupied for residential living purposes. Every residential dwelling unit or non-residential building shall constitute a minimum of 1 ERU. .

1.2.38. **Subdivision** means the division of any portion of the Project into a

developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.39. **Subdivision Application** means the application to create a Subdivision.

1.2.40. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.41. **Zoning** means the zoning district for each Pod as specified on the Master Plan/Zoning Map.

1.2.42. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City’s Vested Laws.

2. **Effect of MDA.** This MDA shall be the sole agreement between the parties related to the Project and the Property.

3. **Development of the Project.**

3.1. **Compliance with the Master Plan/Zoning Map and this MDA.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Zoning, the Master Plan/Zoning Map and this MDA.

3.2. **Project Maximum Density.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Equivalent Residential Units, which are comprised of the Intended Uses, and Commercial Uses as specified in the Master

Bruce 2/24/2015 12:31 PM

Comment [10]: Per your request

Bruce 2/14/2015 11:13 AM

Deleted: subdivision

Kevin Thurman 2/24/2015 12:31 PM

Comment [11]: Jeremy would like to spend some more time and thought on this definition.

Bruce 2/24/2015 12:31 PM

Comment [12]: I think I took this out of an AIA form. We can talk.

Bruce 2/24/2015 12:31 PM

Comment [13]: This is the last time I will make the comment but if we have no commercial I would like to kill this before we get to the City Council.

Plan/Zoning Map.

3.2.1. ERU Calculation. Calculation of equivalencies of Residential Dwelling Units shall be as specified in City's Vested Laws.

3.3. **Intended Uses and Densities.** Intended Uses and Densities for each Pod are shown on the Master Plan/Zoning Map.

3.4. **Use of Density.** Master Developer may use any of the Maximum Equivalent Residential Units in the development of any Subdivision so long as the density requested in the proposed Development Application is no greater than the maximum density allowed by the Zone and the Master Plan/Zoning Map for the proposed Subdivision.

3.5. **Accounting for Density for Developments by Master Developer.** At the recordation of a Final Plat or other approved and recorded instrument for any Development developed by Master Developer, Master Developer shall provide the City a Development Report showing any Density used with the Development and the Density remaining with Master Developer and for the entire remaining Project.

3.6. **Accounting for Density for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Equivalent Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Equivalent Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Equivalent Residential Units remaining with Master Developer and any material effects

Kimber Gabryszak 2/24/2015 12:31 PM
Comment [14]: Need to insert a calculation here.
Bruce 2/24/2015 12:31 PM
Comment [15]: Let's talk about this one.

of the sale on the Master Plan/Zoning Map.

3.6.1. Return of Unused Density. If any portion of the Maximum Equivalent Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Equivalent Residential Units shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report updating the remaining portion of the Maximum Residential Uses.

4. **Zoning and Vested Rights.**

4.1. **Master Plan/Zoning Map.** The City has approved the Master Plan/Zoning Map which establishes the Zoning for each of the Pods and the Project as a whole.

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Master Developer intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Master Plan/Zoning Map except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA and the Master Plan/Zoning Map grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2015).

4.3. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

4.3.1. Master Developer Agreement. City's Future Laws that Master Developer

Bruce 2/24/2015 12:31 PM

Comment [16]: I killed the clause that troubled you.

agrees in writing to the application thereof to the Project;

4.3.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

4.3.3. Codes. City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.3.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum

Equivalent Residential Units or the amount of commercial space, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2015).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2025. If as of that date Master Developer has not been declared to be in default as provided in Section 20, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2030, and, thereafter, for up to one (1) additional period of five (5) years. This MDA shall also terminate automatically at Buildout.

5.1. **Non-City Agency Reviews.** No Non-City Agency review of any Development Application shall be required unless such a review is specifically provided for in the City's Vested Laws or if required by State or Federal law. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

5.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or

Kevin Thurman 2/24/2015 12:31 PM

Comment [17]: This is consistent with recent MDAs.

Kevin Thurman 2/24/2015 12:31 PM

Comment [18]: Yes, I said 10 years plus 2 automatic 5-year renewal periods. The first is until 2030 and the second is until 2035, for a total of 20 years.

Bruce 2/24/2015 12:31 PM

Comment [19]: At the PC you said two so I put it back in as two.

Bruce 2/14/2015 11:17 AM

Deleted: one

Kevin Thurman 2/24/2015 8:53 AM

Deleted: two (12)

Kevin Thurman 2/24/2015 8:51 AM

Deleted: s

Kevin Thurman 2/24/2015 8:51 AM

Deleted: each

Kevin Thurman 2/24/2015 12:31 PM

Comment [20]: We have not accepted similar requests in MDAs. However, we would entertain these requests if we have insufficient staff.

Kevin Thurman 2/24/2015 12:31 PM

Comment [21]: Does this need to be addressed? Utah Code Section 10-9a-509 already limits our ability to impose unexpressed conditions.

Bruce 2/24/2015 12:31 PM

Comment [22]: The form that this came from pre-dated the additions to 509. I like my language better than 509 but it isn't a deal-killer if you want/need it out.

Bruce 2/24/2015 12:31 PM

Comment [23]: This process stuff should be in its own section instead of the "Term" section but I didn't want to make that change without asking you first.

Kevin Thurman 2/24/2015 12:31 PM

Comment [24]: I would still like some time to think about this. The language doesn't seem too troubling but I typically like to default to state law as it can change from time-to-time.

stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

5.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City’s internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City’s Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant.

5.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Master Plan/Zoning Map and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

Bruce 2/24/2015 12:31 PM

Comment [25]: Can we talk about putting the “outsourcing” back in? I think that if you re-read my draft it meets your legitimate concerns or that it can be made to do so.

Kevin Thurman 2/24/2015 12:31 PM

Comment [26]: Yes, let’s discuss. I’d rather have it be voluntary rather than mandatory. For example, if we are swamped and can’t review the application or plans, I would like to have the option to outsource the review, but not make it mandatory.

Bruce 2/14/2015 11:25 AM

Deleted: .

Kevin Thurman 2/24/2015 12:31 PM

Comment [27]: incorrect reference

Bruce 2/24/2015 12:31 PM

Comment [28]: I will fix all cross-references at the penultimate draft.

5.5. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 5.8 shall be mediated.

5.7.2. Mediation Process. If the City and 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

Kevin Thurman 2/24/2015 12:31 PM

Comment [29]: incorrect citation

parties.

5.8. Arbitration of Development Application Objections.

5.8.1. 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.

5.8.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 5.7.

5.8.3. 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.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City’s Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City’s Vested Laws.

6. **Application Under City’s Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Project under the City’s Future Laws in effect at the time of the Development Application so long as Master Developer and any Subdivider is not in current breach of this Agreement. Any Development Application filed for consideration under the City’s Future Laws shall be governed by all portions of the City’s Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City’s Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the City’s Vested Laws.

7. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer

Bruce 2/24/2015 12:31 PM
Comment [30]: I am okay with your sentence but I think you meant “Vested Laws”.

Kevin Thurman 2/24/2015 12:31 PM
Comment [31]: I meant “Future Laws.” Per the definition of “Future Laws,” these are the standards that apply at the time of an application. Let’s discuss.

Bruce 2/14/2015 11:26 AM
Deleted: Future

shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

8. Public Infrastructure.

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

8.2. **Bonding.** If and to the extent required by the City's Vested Laws security for any Public or private Infrastructure—unless otherwise provided by Chapter 10-9a of the Utah Code as amended—is required by the City it shall provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

Kevin Thurman 2/24/2015 12:31 PM

Comment [32]: With the current version of LUDMA, I believe it is appropriate to require bonding for private improvements. However, with this upcoming legislative session, it is my understanding that LUDMA is going to be amended to clarify when cities can require bonding for private improvements. This added language will hopefully be a compromise that is acceptable to you.

Bruce 2/24/2015 12:31 PM

Comment [33]: Let's talk but you are probably right.

9. Upsizing/Reimbursements to Master Developer.

9.1. **"Upsizing".** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate

Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Open Space.**

10.1. **Open Space.**

10.1.1. **Requirement.** At Buildout, twenty percent (20%) of the Project shall be Open Space. Except as provided in 10.1.2, the parties acknowledge that this final Open Space requirement need not be met for the development of any particular Pod. **NEED TO INSERT LANGUAGE FOR ADDITIONAL OPEN SPACE IN EACH POD BEYOND THE MAJOR COMMUNITY OS, AS REPRESENTED TO THE COUNCIL.**

10.1.2. **Timing of Open Space Creation.** The Development Application approval for each separate Pod or portion thereof shall provide that the Applicant shall construct or designate the land required for Open Space that is located within the Pod or portion thereof and an amount of Open Space outside the Pod that is roughly consistent with achieving the ultimate ratio of Open Space at Buildout.

11. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Project such as sand, gravel and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and other locations outside the Project. Master Developer shall make an application for all such uses pursuant to the processes in the City's Vested Laws. Master Developer must obtain all

Bruce 2/24/2015 12:31 PM

Comment [34]: Let's talk about this one too. my guys are okay with the concept.

applicable excavation, grading, and storm water permits and comply with all City Future Laws.

12. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

13. **Default.**

13.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

13.2. **Contents of the Notice of Default.** The Notice of Default shall:

13.2.1. Specific Claim. Specify the claimed event of Default;

13.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

13.2.3. Materiality. Identify why the Default is claimed to be material; and

13.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

13.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes

specified in Sections 7.13 and 7.15. If the claimed Default is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

13.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in 13.9:

13.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

13.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

13.5. **Public Meeting.** Before any remedy in Section 13.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

13.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 13.4 without the requirements of Sections 13.5. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an

Bruce 2/24/2015 12:31 PM

Comment [35]: I apologize for not catching the reference to “damages” in the last draft. As you can tell from the fact that I specifically killed damages as a remedy later it was an accident here.

emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default

13.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

13.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

13.9. **Limitation on Recovery for Default – No Damages.** Neither party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

14. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Western States Ventures, L.L.C.
Attn: Nate Brockbank
West Pierpont
Salt Lake City, Utah 84101
[insert email per 14.1.2]

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106bbaird@difficultdirt.com

To the City:

City of Saratoga Springs
Attn: City Manager
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
markc@saratogaspringscity.com

City of Saratoga Springs
Attn: City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
kthurman@saratogaspringscity.com

14.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

14.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

14.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

14.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this

Section.

15. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Attorneys Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 5.7.

17. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

18. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

19. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein.

19.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved

Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

19.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

19.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

19.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

19.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee

succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

19.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an

assignment shall be subject to the “Meet and Confer” and “Mediation” processes specified in Sections 7.13 and 7.15. If the refusal is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

19.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

20. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

21. **No Waiver.** Failure of any 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 date any such right or any other right it may have.

Bruce 2/24/2015 12:31 PM
Comment [36]: I added this and I hope that you are okay with it.
Kevin Thurman 2/24/2015 12:31 PM
Comment [37]: Yes, I am fine with this.

22. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

24. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

25. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager and the initial representative for Master Developer shall be Nate Brockbank. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

26. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which

party drafted any particular portion of this MDA.

27. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules.

28. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

29. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

30. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City’s Vested Laws, Exhibit “C”, shall not be recorded in the chain of title. A secure copy of Exhibit “C” shall be filed with the City Recorder and each party shall also have an identical copy.

31. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. ___ adopted by the City on March __, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
Western States Ventures, LLC

CITY
City of Saratoga Springs

By: _____

By: _____,

Its: _____

Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the ____ day of March, 2015, personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of February, 2010, personally appeared before me Nathan Brockbank, who being by me duly sworn, did say that he is the Manager of Western States Ventures, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Master Plan/Zoning Map
Exhibit "C":	City's Vested Laws

ORDINANCE NO. 15-9 (3-3-15)

AN ORDINANCE ADOPTED PURSUANT TO SECTION 10-2-407(3)(b) OF THE UTAH CODE, APPROVING AN ANNEXATION APPLICATION RELATING TO APPROXIMATELY 596.72 ACRES OF LAND; ANNEXING SUCH LAND INTO THE CITY; AND RELATED MATTERS.

WHEREAS, Western States Ventures, LLC (“Western States”), owns approximately 479.112 acres of undeveloped land situated outside of the current boundaries of the City of Saratoga Springs, Utah (the “City”) within portions of unincorporated Utah County, which property is contiguous to the boundaries of the City, and which is more particularly described on Exhibit A attached hereto (the “Western States Property”); and

WHEREAS, Western States has submitted to the City Recorder an Annexation Application (such Annexation Application, together with all attached and related materials, being referred to herein as the “Petition”), requesting that the City annex the Western States Property into the City

WHEREAS, Western States included in the Petition certain additional parcels of property not owned by Western States, and also situated outside of the current boundaries of the City within portions of unincorporated Utah County, which additional parcels are contiguous to the boundaries of the City, and which are more particularly described on Exhibit B attached hereto (the “Non-Western States Property”); and

WHEREAS, the Western States Property and the Non-Western States Property is approximately 596.72 acres in size; and

WHEREAS, the Western States Property and the Non-Western States Property is situated within the portion of unincorporated Utah County included in the Annexation Policy Plan Map adopted by the City Council of the City on June 19, 2012 as part of Ordinance No. 12-7 (6-19-12); and

WHEREAS, on December 2, 2014 the City Council accepted the Petition for further consideration; and

WHEREAS, on January 8, 2015 which date is less than thirty (30) days after the date of the acceptance for further consideration of the Petition, the City Recorder (i) certified the Petition, and (ii) mailed or delivered written notification of such certification to the City Council, Western States, and the Utah County Commission, in satisfaction of Section 10-2-405(2)(c) of the Utah Code, a copy of which certification and notification is attached hereto as Exhibit C; and

WHEREAS, following receipt of notice of such certification from the City Recorder on January 8, 2015 the City Council caused a notice of the proposed annexation to be published (a) on January 13, 2015, January 24, 2015 and January 31, 2015, in the Daily Herald, a newspaper of general circulation within (i) the area circumscribed by the Western States Property and the

Non-Western States Property, and (ii) the unincorporated area within ½ mile of the Western States Property and the Non-Western State Property, and (b) for three weeks, beginning on January 13, 2015, on the website established pursuant to Section 45-1-101 of the Utah Code, which notices, together with affidavits of publication thereof, are attached hereto as Exhibit D; and

WHEREAS, following receipt of notice of such certification from the City Recorder on January 8, 2015, the City Council caused a notice thereof to be mailed on January 10, 2015 to:

- (a) Utah County;
- (b) Eagle Mountain City;
- (c) Alpine School District;
- (d) Utah Transit Authority;
- (e) Central Utah Water Conservancy District;
- (f) Timpanogos Special Service District; and
- (g) Such other public and private entities as determined appropriate by the City Recorder,

copies of which notices are attached hereto as Exhibit E; and

WHEREAS, the notices attached as Exhibits D and E identified the deadline of February 16, 2015 (the “Protest Deadline”), for the filing of protests under Section 10-2-407 of the Utah Code; and

WHEREAS, attached hereto as Exhibit F is a letter from the City Recorder stating that the City Recorder did not receive a copy of any protests to the proposed annexation filed with the Commission on or before the Protest Deadline; and

WHEREAS, on February 18, 2015, there was published in the Daily Herald a Notice of Public Hearing relating to the proposed annexation, in satisfaction of the requirements of Section 10-2-407(3)(b)(ii)(A) of the Utah Code, a copy of which Notice, together with an affidavit of the publication thereof, are attached as Exhibit G hereto; and

WHEREAS, on August 24, 2010, not less than seven (7) days after publication of the notice identified in Exhibit G, the City Council held a public hearing relating to the proposed annexation, at which public hearing all individuals desiring to express their views relating to the proposed annexation were given the opportunity to be heard on the matter; and

WHEREAS, the City Council has given careful consideration to the views expressed by the public during the public hearing; and

WHEREAS, the City Council has carefully reviewed and considered the Petition and all materials submitted by Western States in connection therewith and in support thereof, including materials required to be submitted pursuant to the City’s Annexation Policy Plan Statement and Annexation Petition Requirements and Procedures; and

WHEREAS; in light of the foregoing, and after due deliberation, the City Council desires to approve the Petition and proceed with the proposed annexation and other related matters.

NOW THEREFORE, it is hereby ordained by the City Council of the City of Saratoga Springs, Utah, as follows:

SECTION 1. Findings. The City Council does hereby find and determine that the annexation of the Western States Property and the Non-Western States Property as proposed in the Petition furthers the health, safety, and general welfare of the City and its residents.

SECTION 2. Approval of Annexation; Effective Date. The City Council approves the Petition, approves the annexation of the Western States Property and the Non-Western States Property as described in the Petition, and does hereby annex the Western States Property and the Non-Western States Property into the City. The effective date of such annexation shall be the date of issuance by the Utah Lieutenant Governor of the Certificate of Annexation, under Section 10-2-425 of the Utah Code.

SECTION 3. Zoning. The Western States Property and the Non-Western Property shall be subject to such zoning designations as shall be established by separate ordinance adopted by the City Council.

SECTION 4. Vesting of Development Rights. Western States Ventures, LLC shall be entitled to such vested development rights as are described in a separate Master Development Agreement approved contemporaneously with this Ordinance.

SECTION 5. Authorized Actions. The Mayor, the City Recorder, the City Manager, and all other officers and employees of the City are hereby authorized and directed to take, in a timely manner, any and all actions required or advisable to be taken to give effect to the annexation hereby approved; including, without limitation, the giving of all notices and the filing of all items required pursuant to Sections 10-2-408 and 10-2-425 of the Utah Code.

SECTION 6. Publication of Ordinance. A copy of this Ordinance shall be delivered to the City Recorder immediately upon execution by the Mayor, and the City Recorder is hereby authorized and directed to cause a summary thereof to be published on the earliest possible date in the Daily Herald. This Ordinance shall become effective immediately upon such publication.

SECTION 7. 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 8. 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.

ORDINANCE NO. 15-10 (3-3-15)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE CITY OF SARATOGA SPRINGS' OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY (WILDFLOWER); INSTRUCTING THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONING RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Utah Code section 10-9a-503 allows municipalities to amend the number, shape, boundaries, or area of any zoning district;

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

WHEREAS, on October 23, 2014, the Planning Commission held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map and forwarded a positive recommendation with conditions;

WHEREAS, on November 18, 2014, the City Council held a public hearing after proper notice and publication to consider the proposed amendments to the City-wide zoning map;

WHEREAS, the City Council continued their decision and on December 2, 2014, December 16, 2014, January 20, 2015, and February 24, 2015 held additional public meetings and voted on the application at the February 24, 2015 meeting;

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-wide zoning map 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 Zoning Map attached hereto as Exhibit A and incorporated herein by this reference are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

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

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

SECTION III – EFFECTIVE DATE

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

SECTION IV – SEVERABILITY

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

SECTION V – PUBLIC NOTICE

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

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

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 3rd day of March, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____
Lori Yates, City Recorder

Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____

Bud Poduska
Stephen Willden
